

22481

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

SC Court of Appeals

The Honorable Letitia Verdin, Circuit Court Judge

Appellate Case No. 2015-001720

Kevin Watkins..... Appellant,
v.
Jason Hall Jr., Jason Hall Sr., Martha Hall, and J.S. Hall Inc.,..... Defendants,
Of Which J.S. Hall Inc. is the..... Respondent.

RECORD ON APPEAL

Joshua T. Hawkins, S.C. Bar #78470
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Greenville, South Carolina 29605
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Attorney for Appellant

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INDEX

Form 4 Dismissal of J.S. Hall, Inc	1
Form 4 Denial of Motion to Reconsider	3
Third Amended Complaint	5
Transcript of May 28, 2015 Hearing	11
Jason Hall, Jr. Deposition Transcript	34
Hawkins Email to Circuit Court	79
Kevin Watkins' Motion to Reconsider	80
J.S. Hall's Memorandum in Support of its Motion to Dismiss	82
J.S. Hall, Inc.'s Responses to Requests to Admit	89
Rule 8 Notes, South Carolina Rules of Court, 2013	93
Certificate of Counsel	94

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

Kevin Watkins

FORM 4
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2301770

2015 JUN 19 PM 2 33

Jason Hall Jr
J S Hall Inc

Jason Hall Sr
Martha Hall

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

This matter came before the Court on a Motion to Dismiss submitted by Defendants J S Hall, Inc., Jason Hall, Sr., and Martha Hall. Based on the pleadings and the arguments of the parties, the Court hereby GRANTS the Motion with respect to Defendant J S Hall, Inc. and DENIES the Motion with respect to Defendant Jason Hall, Sr. and Martha Hall at this time.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

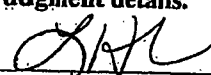
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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

CPFORM4Cm
SCCA SCRPC Form 4C (Revised 3/2013)

may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

2162

Judge Code

6/2/2015

Date

For Clerk of Court Office Use Only

This judgment was entered on 6/19/15, and a copy mailed first class or placed in the appropriate attorney's box on 6/19/15, to attorneys of record or to parties (when appearing pro se) as follows:

Joshua Thomas Hawkins The J.T. Hawkins Law Firm, LLC
1224 S. Church Street Greenville, SC 29605

James H. Price III 644 E. Washington St. Greenville, SC 29601
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ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



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

FILED - FORM 4 COURT
GREENVILLE CO. S.C.
PAUL B. WICKELGIMER

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2301770

Kevin Watkins

2015 JUL 15 PM 3:40
Jason Hall Jr
J S Hall Inc

Jason Hall Sr
Martha Hall

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
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☐ 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:

This matter came before the Court on Plaintiff's Motion to Alter or Amend Judgment pursuant to Rule 59, SCRPC. Plaintiff's Motion is respectfully DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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.

CPFORM4Cm
SCCA SCRPC Form 4C (Revised 3/2013)


Circuit Court Judge

2162

Judge Code

7/14/2015

Date

For Clerk of Court Office Use Only

This judgment was entered on 7/16/15, and a copy mailed first class or placed in the appropriate attorney's box on 7/16/15, to attorneys of record or to parties (when appearing pro se) as follows:

Joshua Thomas Hawkins The J.T. Hawkins Law Firm, LLC
1224 S. Church Street Greenville, SC 29605

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Joseph William Rohe Smith Moore Leatherwood LLP P.O. Box 87 Greenville, SC 29602-0087

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Kevin Watkins,

Plaintiff,

vs.

Jason Hall, Jr., Jason Hall, Sr., J.S. Hall, Inc. and
Martha Hall,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2014-CP-23-1770

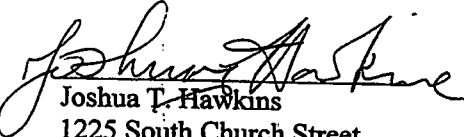
**THIRD AMENDED
SUMMONS**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2015 JAN 20 PM 4 13

YOU ARE HEREBY SUMMONED and required to answer the complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the said complaint on the subscribers at their office, 1225 South Church, Greenville, South Carolina, 29605, within thirty (30) days after service thereof exclusive of the day of such service, and if you fail to answer the complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

THE J.T. HAWKINS LAW FIRM, LLC


Joshua T. Hawkins
1225 South Church Street
Greenville, South Carolina 29605
Phone: (864) 275-8142
Fax: (864) 752-0911
josh@jthawkinslaw.com

1/20, 2015
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Kevin Watkins,

Plaintiff,

vs.

Jason Hall, Jr., Jason Hall Sr., J.S. Hall, Inc. and
Martha Hall,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2014-CP-23-1770

**THIRD AMENDED
COMPLAINT
(Jury Trial Requested)**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSMEIER
2015 JUN 20 PM 4 43

COMES NOW, the plaintiff, and alleges and complains of the defendants as follows:

PARTIES, VENUE & JURISDICTION

1. The plaintiff is a citizen and resident of Greenville County, South Carolina.
2. Upon information and belief, Jason Hall, Jr. ("Hall, Jr.") is a citizen and resident of Greenville County, South Carolina.
3. Upon information and belief, Jason Hall, Sr. ("Hall, Sr.") is a citizen and resident of Greenville County, South Carolina.
4. J.S. Hall, Inc. (Hall, Inc.) is a South Carolina Corporation located and doing business in Greenville County, South Carolina.
5. Upon information and belief, Martha Hall is a citizen and resident of Greenville County, South Carolina
6. The events giving rise to this action occurred in Greenville County, South Carolina.
7. Venue and jurisdiction are proper for the foregoing reasons.

FACTUAL BACKGROUND

8. The plaintiff incorporates the foregoing paragraphs as if repeated here, verbatim.
9. Upon information and belief, Hall, Sr. and Martha Hall are married to each other.
10. Upon information and belief, all defendants, either through one or more corporate entities or personally, own and/or exert dominion and control upon the house where Hall, Jr. resides and the property where the events giving rise to this action transpired.

11. Upon information and belief, Hall, Sr. and possibly Martha Hall are shareholders of Hall, Inc., make all business decisions for the company and hire all employees for the company, including his son, Hall, Jr.
12. Hall, Jr. is an employee of Hall, Inc. and works as the full time care-taker of the defendants' properties as a condition of being able to reside in a home owned by one or more of the defendants. In addition, Hall, Jr. receives monetary compensation for his duties as caretaker for Hall, Sr.'s properties.
13. Hall, Jr.'s paychecks for his caretaker duties are issued by Hall, Inc. and, upon information and belief, are signed by Hall, Sr.
14. On January 28, 2014 the plaintiff walked with his friends along or near West Marion Road in the Berea area of Greenville, South Carolina.
15. As the plaintiff walked in front of/near/across a property owned by one or more of the defendants, Hall, Jr. exited the home with a semi-automatic firearm and began firing at the plaintiff and his friends.
16. Hall, Jr. shot the plaintiff and his friends several times, without sufficient provocation, leaving them severely injured.
17. Law enforcement arrived shortly thereafter and arrested Hall, Jr. for crimes, including attempted murder.
18. The plaintiff was taken to Greenville Memorial Hospital where he was treated for his injuries.
19. As a direct and proximate result of the intentional, reckless and negligent acts of the defendants, the plaintiff incurred property damage, emotional trauma, physical injuries, inconvenience, and such other damages as may be shown through discovery and trial.
20. Hall, Jr. acted within his capacity as caretaker the property owned by one or more of the defendants and Hall, Sr., Hall, Inc. and Martha Hall acted vicariously through Hall, Jr.
21. Hall, Sr., Hall, Inc. and Martha Hall endorsed and ratified Hall, Jr.'s actions.
22. Hall, Sr., Hall, Inc. and Martha Hall were negligent and/or reckless by hiring Hall, Jr., who injured the plaintiff by acting recklessly or through mental derangement.
23. Hall, Sr., Hall, Inc. and Martha Hall knew or should have known of Hall, Jr.'s dangerous propensities.

24. During all times described herein, Hall, Sr. and possibly Martha Hall acted as directors of J.S. Hall, Inc., and these defendants acted vicariously through Hall, Jr.

FOR A FIRST CAUSE OF ACTION
(Negligence and Recklessness)

25. The plaintiff incorporates the foregoing paragraphs as if repeated here, verbatim.
26. The defendants owed the plaintiff certain duties, including, but not limited to, a duty to avoid shooting weapons in close proximity to the plaintiff and placing the plaintiff in danger of being struck by bullets shot from those weapons. Hall, Jr. owed a duty to seek treatment for his mental illness if any existed, to avoid keeping dangerous firearms when he knew or should have known he had a mental illness, to take medications as prescribed, and other duties related to mental illness as may be shown through discovery and at trial. Hall, Sr., Hall, Inc. and Martha Hall owed a duty to avoid hiring dangerous employees and other duties as will be shown through discovery and at trial.
27. Breaches of the defendants' duties would constitute negligence, and in some cases, recklessness.
28. The defendants negligently/recklessly breached their duties to the plaintiff in one or more of the following particulars:
- a. in shooting a weapon dangerously close to the plaintiff;
 - b. in causing the plaintiff to be struck with bullets from the defendant's weapon;
 - c. in failing to render assistance to the plaintiff when he had been shot;
 - d. in failing to take precautions and safeguards related to mental illness;
 - e. in hiring dangerous employees; and
 - f. in such other ways as will be shown through discovery and trial.
29. As a direct and proximate result of the defendants' breaches, the plaintiff has been damaged.

FOR A SECOND CAUSE OF ACTION
(Negligent Entrustment)

30. The plaintiffs repeat the foregoing paragraphs as if repeated here, verbatim.
31. Notwithstanding any agency relationship between the defendants, Hall, Sr., Hall, Inc. and Martha Hall were negligent or reckless in hiring of Hall, Jr., making pertinent property available, failing to properly oversee and supervise Hall, Jr.'s activities and

work, failing to properly instruct Hall, Jr. and in such other ways as will become known through discovery.

32. The negligence and recklessness of Hall, Sr., Hall, Inc. and Martha Hall was the proximate cause of the plaintiffs' injuries and damages as alleged above.
33. The plaintiff is therefore informed and believes he is entitled to judgment against Hall, Sr., Hall, Inc. and Martha Hall for actual and punitive damages.

FOR A THIRD CAUSE OF ACTION
(Negligent Hiring and Negligent Supervision)

34. The plaintiff repeats the foregoing paragraphs as if repeated here, verbatim.
35. Hall, Sr. and Martha Hall had a duty to avoid hiring unstable, mentally deranged or dangerous persons to reside on and care for his property. Hall, Sr. and Martha Hall also had a duty to properly supervise Hall, Jr.
36. Breaches of those duties would constitute negligence and in some cases recklessness.
37. Hall, Sr., and/or Martha Hall as owners of the property in question and/or exert dominion and control of it and one or both of them are shareholders of Hall, Inc. the defendants breached their duty by hiring and/or failing to properly supervise Hall, Jr.
38. As a direct and proximate result of the defendants' breach, the plaintiff has been damaged.

FOR A FOURTH CAUSE OF ACTION
(Piercing the Corporate Veil)

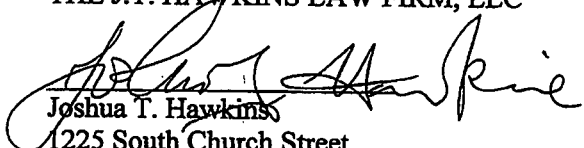
39. The plaintiff incorporates the foregoing paragraphs as if repeated here, verbatim.
40. Hall, Sr. and/or Martha Hall ignored the corporate veil of Hall, Inc. and used the company as a mere sham and shell.
41. Hall, Sr. and/or Martha Hall are the dominant shareholders of Hall, Inc. and they ignored corporate formalities in on or more of the following particulars:
 - a. gross undercapitalization;
 - b. failure to observe corporate formalities;
 - c. non-payment of dividends;
 - d. insolvency of the debtor corporation;
 - e. siphoning of funds of the corporation;
 - f. non-functioning of other officers or directors;

- g. absence of corporate records;
 - h. the corporation was merely a facade for the operations of the dominant stockholder;
 - i. in such other ways as will be shown through discovery and at trial.
42. Hall, Sr. and/or Martha Hall were aware of the plaintiff's claim against Hall, Inc., and thereafter, acted in a self-serving manner with regard to the property of the corporation and in disregard of the plaintiffs claim in the property.
43. Hall Sr.'s and/or Martha Hall's actions proximately caused the plaintiff's injuries and damages and fundamental unfairness will result if the corporate veil of Hall, Inc. is not disregarded.
44. The plaintiff is therefore informed and believes he is entitled to judgment against both Hall, Inc., Hall, Sr. and Martha Hall.

WHEREFORE, the plaintiff prays that the Court enter judgment in his favor, jointly and severally against the defendants, for actual damages, punitive damages, costs, attorneys' fees and such other relief as the Court deems just and proper

Respectfully submitted,

THE J.T. HAWKINS LAW FIRM, LLC


Joshua T. Hawkins

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Greenville, South Carolina 29605
Phone: (864) 275-8142
Fax: (864) 752-0911
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4/20, 2015
Greenville, South Carolina

STATE OF SOUTH CAROLINA	) COURT OF COMMON PLEAS
	)
COUNTY OF GREENVILLE	) Case No(s) : 2014CP2301770
	)
Kevin Watkins,	)
	)
Plaintiff,	)
	)
-VS-	) TRANSCRIPT OF RECORD
	)
Jason S. Hall, Sr.,	)
Jason S. Hall, Jr.,	)
Martha Hall, J.S. Hall, Inc.	)
	)
Defendant.	)
	)

May 28, 2015
Greenville, South Carolina

B E F O R E:

HONORABLE LETITIA H. VERDIN, Judge.

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

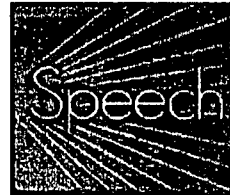
JOSHUA T. HAWKINS, Esquire
Attorney for the Plaintiff

COURTNEY ATKINSON, Esquire
Attorney for Defendant J.S. Hall, Inc..

ALEX TIMMONS, Esquire
Attorney for Defendants Jason S. Hall, Sr and
Martha Hall

Teresa B. Johnson, CVR-M
Certified Court Reporter
P.O. Box 2812
Greenville, S.C. 29602

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Motions	4
Certificate of Reporter	23

EXHIBITS PAGE

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>
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PLAINTIFF EXHIBITS

(No exhibits offered.)

DEFENSE EXHIBITS

(No exhibits offered.)

COURT EXHIBITS

(No exhibits offered.)

P R O C E E D I N G S

(WHEREUPON, the proceedings begin on the 28th day of May, 2015 at approximately 2:25 p.m.)

THE COURT: All right. This is a motion to dismiss, uh, on behalf of J.S. Hall and Watkins versus Hall; is that right?

MS. ATKINSON: That's correct, Your Honor. Uh, just by way of brief clarification, the motion to dismiss is actually on behalf of three of the defendants ---

THE COURT: Oh, okay.

MS. ATKINSON: --- on J.S. Hall, Inc. as well as Martha Hall and Jason Hall, Sr. Since I originally filed my original motion representing all three, uh, Mr. Timmons is taking over representation of Mr. and Mrs. Hall.

THE COURT: All right.

MS. ATKINSON: So he'll step in for them.

THE COURT: Good. All right. All right. You ready to proceed?

MS. ATKINSON: We're ready to proceed, Your Honor. If it pleases the court, I represent J.S. Hall, Inc. in this lawsuit. Just by way of very brief background, this case

1 arises out of a shooting that occurred at a
2 home here in Greenville county -- uh, let me
3 look up the date. I'm sure I'll tell it wrong
4 if I try to say it from memory -- on January of
5 2014, Your Honor.

6 On that night, Defendant Jason Hall, Jr. is
7 alleged to have come out of the residence where
8 he was living at that time with his wife and
9 took a shot at some of his companions. There is
10 a pending criminal action in that case, uh, but
11 the -- one of the individuals who was shot at
12 on that evening by -- uh, allegedly shot by
13 Jason Hall, Jr. has filed a suit as a
14 plaintiff.

15 Your Honor, by way of additional
16 background, the residence where Jason Hall, Jr.
17 resides is owned by his mother, Martha Hall.
18 Uh, she inherited that home from her parents
19 after they passed away and she allows her son
20 to live there. Uh, and this suit has been
21 brought not only against Jason Hall, Jr. for
22 the shooting, but against his parents, Martha
23 Hall, who owns the home, his father, Jason
24 Hall, who does not own the residence where the
25 incident occurred and Mr. Hall's side business,

1 J.S. Hall, Inc., that is a service that
2 provides drafting and plan review in the
3 engineering field.

4 Uh, by way of, uh, looking at the pleadings
5 in this case that have been filed by the
6 plaintiff, we're now on the third amended
7 complaint, uh, Your Honor, so that's what our
8 motion is on before the court today.

9 **THE COURT:** Okay.

10 **MS. ATKINSON:** And again, we had filed a
11 motion to dismiss, that is as to the three
12 defendants, Martha Hall, Jason Hall, Sr. and
13 J.S. Hall, Inc. I will address that motion as
14 it relates to the corporate defendant. Your
15 Honor, as the allegations are pled in the third
16 amended complaint, we believe that they failed
17 to state any claim against, uh, -- failed to
18 allege facts to sufficient to state a claim
19 against the corporate defendant, J.S. Hall Inc.

20 While the complaint does seek to hold the
21 corporate defendant, uh, liable in this case
22 under theories that it was both the employer of
23 Jason Hall, Jr. as well as under allegations
24 that it was the owner of the property, uh,
25 where the incident occurred. Your Honor, we

1 don't believe that's sufficient to support
2 either theory alleged in the pleadings.

3 Specifically in regards to the employment
4 relationship and creation of any liability
5 there, Your Honor, uh, the third amended
6 complaint fails to allege any facts sufficient
7 to support, uh, liability under a theory of
8 vicarious liability by way of Jason Hall, Jr.
9 acting in the course and scope of any such
10 alleged employment. In fact, the third amended
11 complaint just alleges that he was at the
12 residence, uh, or that he was employed by J.S.
13 Hall, Inc, that he was at the residence on the
14 evening and that the shooting occurred.
15 Absolutely nothing in the third amended
16 complaint alleges he was doing anything in the
17 course and scope of his alleged employment with
18 J.S. Hall Inc. at that time, Your Honor. So we
19 don't believe there would be any vicarious
20 liability, uh, for the corporate defendant
21 there.

22 In addition, we also believe that the third
23 amended complaint does not allege facts
24 sufficient to show direct liability for J.S.
25 Hall Inc. as the alleged employer either. That

1 would, of course, require the employer to have
2 some knowledge of what was going on or to know
3 that there was a danger there.

4 Admittedly, Your Honor, the plaintiff's
5 third amended complaint does include some
6 conclusory allegations that basically say they
7 knew or should have known of the danger. There
8 are no particular facts alleged that would
9 support any such conclusory allegation. Since
10 the law of the state does actually require that
11 the pleading includes specific facts to support
12 such a conclusory allegation, we don't believe
13 that's been sufficiently met as well, Your
14 Honor.

15 Uh, our second argument, of course, and to
16 the extent Plaintiff's third amended complaint
17 attempts to hold liability for J.S. Hall Inc.
18 as the owner of the property, of course, we
19 know from property records that J.S. Hall Inc.
20 is not the owner of the property. But even
21 assuming and looking at the complaint in the
22 light most favorable to the plaintiff in this
23 case, even if J.S. Hall Inc. was the owner of
24 the property again, the third amendment
25 complaint fails to state facts sufficient again

1 to prove liability because it fails to state
2 any facts to show that the corporate defendant
3 had any knowledge of the situation going on at
4 the property or the danger posed by Jason Hall,
5 Jr. Again, you can't just hold a property
6 owner liable just because something bad happens
7 on the property unless the owner knows or has
8 reason to know that there is a -- some sort of
9 (Indiscernible) So Your Honor, that is the gist
10 of our motion in regard to the corporate
11 defendant.

12 **THE COURT:** All right. All right.

13 Yes, sir?

14 **MR. TIMMONS:** I guess I'm up. Alex
15 Timmons here, Your Honor. I represent -- I
16 stepped in to Jason Hall, Sr. as well as Martha
17 Hall, uh, who are the parents of Jason Hall,
18 Jr. who is also a defendant in this matter.
19 Uh, I am stepping in to, I guess, take over
20 part of this motion to dismiss that Ms.
21 Atkinson filed.

22 Most of my argument is probably the same
23 arguments that she has for everything. Some of
24 it is a little bit different because there is a
25 piercing the corporate veil argument. Again,

1 that is an argument that the courts have held
2 that there must be -- that is sort of a last
3 resort if there is an unfairness. If he meets
4 the eight criteria that are out there. Again,
5 it's one of these that there are no facts that
6 he has pled that show the other than him
7 listing the eight factors in his cause of
8 action, he has not pled any facts to show that
9 the Halls did anything to -- uh, do anything to
10 show the eight factors as to the unfairness.

11 It doesn't show anything that they moved
12 anything around to try to avoid any type of,
13 uh, -- any type of -- once they knew of this
14 claim that they moved any of the corporate
15 assets around or anything like that once they
16 knew that his potential claim was out there.
17 Again, those facts aren't pled in the
18 complaint. —

19 The two tests for piercing the corporate
20 veil, the facts aren't pled. Again, he just
21 read the elements of the piercing the corporate
22 veil and that's all he's done as to piercing
23 the corporate veil.

24 As for any type of direct liability, again,
25 my arguments are similar to Ms. Atkinson that

1 the two direct liability causes of action are
2 negligent supervision as well as negligent
3 entrustment. As for negligent entrustment, the
4 courts have held a pretty hard line on
5 negligent entrustment that there must be some
6 type of intoxication or, uh, -- intoxicant by
7 alcohol or some other intoxicant. There is no
8 allegations whatsoever in this complaint of any
9 type of intoxicant. I don't know that the
10 negligent entrustment argument goes anywhere.

11 As for negligent supervision, again, uh,
12 for the direct liability, there must be some
13 knowledge. Again, as to Ms. Atkinson's
14 argument that there's no facts pled that there
15 is any knowledge, uh, by the Halls that any
16 type of dangerous activity was going to occur.

17 Uh, as for the ownership, uh, again, one of
18 my clients did own the property. Ms. Hall did
19 own the property. She inherited it through her
20 parents when they passed away. Mr. Hall, Sr.,
21 uh, has no ownership of the property. Again,
22 this is by public records. So as to the
23 ownership, again, he has no ownership.

24 But again, my argument is the same as Ms.
25 Atkinson that, uh, it goes back to the same,

1 there must be some knowledge. Again, there is
2 no knowledge of any danger propensities or any
3 type of danger that they would've known of that
4 would've occurred. My clients are just as
5 shocked that this incident occurred as anybody
6 else. So again, he just can't throw out
7 conclusory statements like he did in the
8 complaint, uh, in order to try to bring these
9 two individuals in just because they owned the
10 property -- just because they owned the
11 property.

12 And again, as to the two individuals, his
13 complaint just, uh, has failed to allege facts
14 sufficient to, uh, -- basically to bring any
15 action against the two individuals again just
16 because they own the property. And again, he
17 tries to bring it in under piercing the
18 corporate veil, again, which that is such a
19 high standard. And again, he has no facts in
20 there to allege that they've done anything to
21 try to go around or try to move assets around
22 or anything like that.

23 We'll go one step further. Counsel for
24 plaintiff has been involved in this action for
25 a while and has actually deposed Jason Hall,

1 Jr. So he's had the chance to get this
2 information, to put it in before he did the
3 third amended complaint, uh, and yet it's still
4 not there. So I think that makes it even -- to
5 go one step further that he had the chance to
6 put it in the third amended complaint and he
7 didn't. With that being the case, we would
8 just ask that, uh, uh, as to my two clients as
9 well as to Ms. Atchison's client that this
10 matter be dismissed.

11 **THE COURT:** All right. Thank you. Let's
12 start, uh, with the negligent entrustment. I
13 guess -- this is talking about negligent
14 entrustment of the property, is that it, to the
15 son?

16 **MR. HAWKINS:** Yes, Your Honor. Let me
17 kind of give some background.

18 **THE COURT:** Okay. Well, let me -- before
19 you do, let me just say ---

20 **MR. HAWKINS:** Okay.

21 **THE COURT:** --- I think that's a pretty
22 fair statement of the law of negligent
23 entrustment in South Carolina that, in fact,
24 uh, I think specifically in cases where
25 someone, you know, should've known about even

1 somebody's driving record, for instance, or
2 that, you know, they had a horrible driving
3 record, courts decline time and time again to
4 extend negligent entrustment to anything other
5 than intox -- known intoxication. Uh, but go
6 ahead.

7 **MR. HAWKINS:** Let me first say that -- uh,
8 and I have got a copy of the complaint I can
9 hand up the highlighted portions. I counted 18
10 different paragraphs of a 44-paragraph
11 complaint that contains facts supporting my
12 claims, so I don't know what documents my
13 friends are reading but there are voluminous
14 facts led throughout the complaint. They all
15 incorporated by reference. I actually
16 incorporated some of those facts after I took
17 the deposition that Mr. Timmons alluded to.

18 As far as his deposition testimony, it is
19 -- you know, they say in their motion they
20 didn't get a word from J.S. Hall, that's just
21 either -- either he's lying or their clients
22 are lying to them because I had deposition
23 testimony. I know you don't want to consider
24 stuff outside the pleadings for purposes of
25 this motion, but I've got it if you want to

1 look at it. It's highlighted.

2 He still gets a check from J.S. Hall
3 Incorporated. His dad signs it. It goes into
4 -- they entrust the property to him and he is
5 the caretaker. As part of his rent for being
6 able to live there, he lived -- he rents at a
7 reduce rate and they make this property
8 available to him. If anybody knows of his
9 mental derangement, which I allude to in my
10 complaint, it's his parents. The fact that
11 he's the son of them is listed in the
12 complaint.

13 Also, he took the fifth, I think, on this
14 in his deposition, but the gun that he shot the
15 plaintiffs with -- there is another companion
16 case of the other guy was shot -- I think we're
17 going to find out that the gun belonged to the
18 daddy. He said he didn't own a gun. He
19 wouldn't tell me who owned the gun. Took the
20 Fifth when I pressed him. But I think we're
21 going to find out, based on what I know so far,
22 that the gun belongs to the daddy.

23 The daddy made this property available to
24 him, made the, I think, the gun available to
25 him and, in turn, he was a psychopath that went

1 outside his door and shot two people walking
2 down the road. As far as a motion on the
3 pleadings, I really don't even know where that
4 is coming from.

5 I want to point to part of the memorandum
6 in support where the defendant relies heavily
7 on Carolina First. I pulled up that case and
8 they just keep on batting over and over that
9 you got to plead facts with particularity. No,
10 you don't. Rule 23(b)(1) applies to derivative
11 actions and that's what this case is.

12 Rule 8, which is applicable to this case,
13 was is not a derivative action, does not have
14 the word particularity in it. It has the words
15 short and plain. I met that burden and then
16 went even further by incorporating very
17 specific facts as I found them out in Mr. Hall,
18 Jr.'s deposition. So as far as I can tell,
19 that is a misstatement of law.

20 If you look on to the next page of the
21 memorandum, that's footnote 3, there is an
22 implicit allegation that I violated Rule 11,
23 which I take pretty seriously. That's in the
24 same memorandum where there's a misstatement of
25 law citing the wrong rule.

1 I have not allege that Martha Hall was, uh,
2 liable for anything simply because she owns the
3 property. I allege that she's liable because
4 she has a role in the business decisions and
5 hiring employees with J.S. Hall Incorporated.
6 He said in his deposition they are my parents,
7 they've been married for years and they make
8 decisions together. I alleged that she has a
9 role in --

10 **THE COURT:** I guess I'm having a hard time
11 understanding how this guy's employer -- even
12 though it happened to be his parents, I guess,
13 are owners of Hall Incorporated. I'm having a
14 hard time understanding how the corporate
15 defendant could have possibly, uh, -- could
16 have possibly have any liability with regard to
17 this. Because, I mean, isn't it clear? I mean,
18 it wasn't a part of his duties to -- I mean, he
19 was clearly going outside of the scope of his
20 duties to go out there and shoot somebody.
21 But, I mean, was he working when he was -- he
22 was working when he was there?

23 **MR. HAWKINS:** Yes. Yes, Your Honor. He's
24 testified that he is always on-call; he's never
25 off-duty. I asked him about it. That's why I

1 wrote the complaint the way I did. He was
2 acting in the scope and course of his
3 employment. He's always on duty.

4 **THE COURT:** Just because somebody is
5 always on call -- I assume you always on call
6 with clients or a doctor would always be on
7 call. If they going to something, -- if they
8 go and do something, does that mean that
9 somehow their employer is liable just because
10 they carry a beeper or a cell phone that they
11 can get in touch with them?

12 **MR. HAWKINS:** Yeah. I guess the way I see
13 it, Your Honor, I don't see how they couldn't
14 have any liability because if anybody -- you
15 know, you have got a duty to hire people that
16 are not crazy. If anybody knows his level of
17 craziness is his parents. They have known him
18 his whole life. They put him in a house with a
19 gun and he used the gun to shoot people.

20 **THE COURT:** But his parents putting him in
21 this house -- his parents putting him in this
22 house and his living in this house had nothing
23 to do with him -- I mean, it wasn't any part of
24 his duties to go outside and shoot somebody no
25 more than it was for him to go to the store or

1 for him to, you know --

2 **MR. HAWKINS:** That may be -- that may be
3 -- I understand and I appreciate that side of
4 it. I really do. If we assume that that's
5 true as it's alleged, then we've met the burden
6 to survive a motion to dismiss. I mean, we
7 just simply have because we allege he was
8 acting in the scope and course of his
9 employment when he shot these people. If
10 that's true, just assume it to be true, we
11 survive. And then they can move for summary
12 judgment if they introduce evidence to impede
13 that.

14 **THE COURT:** All right. Thank you.

15 **MS. ATKINSON:** Your Honor, just by way of
16 very brief comment on some of the responses,
17 uh, the allegation specifically -- again, by
18 brief background, I'm just letting Your Honor
19 know that as part of the criminal case, there
20 is an allegation that this was a self-defense
21 issue in regard to actions taken by the
22 plaintiff and his friends on the property. Uh,
23 and we've talked about a lot of things outside
24 of evidence depositions. What we are really
25 looking here today, Your Honor, is actual

1 pleadings and whether or not they are
2 sufficient. And then in contrast to the
3 statement just made that it was pled that Jason
4 Hall, Jr. was acting in the course and scope of
5 his employment with J.S. Hall Inc. that ended
6 in 2000 -- the last check he received was in
7 2007 if we even go that far looking at things.

8 But if you'll look at the exact pleading
9 and the exact facts alleged on what happened on
10 that evening, the third amended complaint says
11 simply, on January 28th, the plaintiff walked
12 with his friends along or near West Marion
13 Road. As the plaintiff walked in front of,
14 near or across a property owned by one or more
15 of the defendants, Hall, Jr. exited the home
16 with a semiautomatic firearm and began firing
17 at the plaintiff and his friends. At no point
18 does he say that was within the course and
19 scope of his employment with the corporate
20 defendant.

21 Again, you know, we'll reach other issues
22 on the summary judgment motion if it has to go
23 that far, Your Honor, but this is just one of
24 those cases there's just nothing there in the
25 pleadings to bear that out.

1 **THE COURT:** All right. Thank you.

2 **MR. HAWKINS:** Your Honor, ---

3 **THE COURT:** Yes, sir.

4 **MR. HAWKINS:** --- chap -- uh, paragraph 20
5 says Hall, Jr. acted within his capacity as
6 caretaker property owner by one or more of the
7 defendants, Hall, Sr., Hall Incorporated, and
8 Martha Hall acted vicariously through the -- I
9 mean, right there, a few paragraphs down.

10 **THE COURT:** All right. All right anything
11 else?

12 **MS. ATKINSON:** Your Honor, just one final
13 statement. On behalf of the corporate
14 defendant, again it's noted and as the footnote
15 that opposing counsel referenced, Your Honor,
16 that was in direct regards to an allegation
17 that the corporate defendant owns the property
18 where this happened. The property records are
19 clear and there is no evidence and there could
20 never be any evidence that the corporate
21 defendant J.S. Hall owns that property as the
22 records are clear, Your Honor.

23 **THE COURT:** All right. Anything else?
24 All right. I want to take a look at the
25 complaint a little bit more and take this

1 matter under advisement. Thank you.

2 MR. HAWKINS: Thank you, Your Honor.

3 (WHEREUPON, the proceedings conclude at
4 approximately 3:06 p.m.)

5

6

7

8

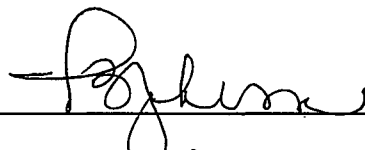
CERTIFICATE

23

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

I, the undersigned, Teresa B. Johnson, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Greenville, South Carolina, on this 26th day of October, 2015.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

A handwritten signature in cursive script, appearing to read 'T. B. Johnson', is written over a horizontal line.

Teresa B. Johnson

Official Court Reporter

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

) IN THE COURT OF COMMON PLEAS
) THIRTEENTH JUDICIAL CIRCUIT
) 2014-CP-23-1770

Kevin Watkins,

Plaintiff,

vs.

Jason Stanley Hall,

Defendant.

)
)
)
) Deposition of
) **Jason Stanley Hall**
)

COPY

Pursuant to Notice of Deposition and/or agreement in this matter, the above deposition was taken pursuant to the Rules of Civil Procedure by Joshua T. Hawkins, Esquire, in the offices of Joshua T. Hawkins, 1225 S. Church Street, Greenville, South Carolina, on the 25th day of November, 2014, commencing at approximately 9:00 a.m.

Suzie H. McGowan
Certified Court Reporter
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(864) 575-5015

APPEARANCES:

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Greenville, South Carolina 29601
Attorney Representing the Defendant

INDEX OF WITNESSES

Jason Stanley Hall
Examination By Mr. Hawkins.....5

NO EXHIBITS

1 Jason Stanley Hall, being first duly sworn to tell
2 the truth, testified as follows:

3 **Examination**

4 **By Mr. Hawkins**

5 Q Mr. Hall, I am Josh Hawkins. I represent the
6 plaintiff in this case. I'm going to ask you lots of
7 questions today. I'm sure your attorney has kind of gone
8 over with you how this is going to work, but I will lay
9 out a few ground rules before we start.

10 First, if you need to take a break for any reason
11 just tell me and I will accommodate you. If you need to
12 smoke a cigarette or go to the bathroom or if you just
13 need a break because it becomes stressful, just let me
14 know and we will take a break.

15 When you take a break, you can't talk to your
16 attorney about the case at all. If you do, I can ask you
17 about that. When we take a break, just talk about the
18 weather or something else. Okay?

19 When you give responses, give verbal yeses or noes.
20 Try not to say uh huh or nuh uh, because the court
21 reporter has to get all this down verbatim. If there's a
22 question I don't explain well, and I may not because
23 sometimes I ask convoluted questions that are not clear,
24 tell me to clarify and I will do that too. Okay?

25 A Understood.

1 Q Start by telling you your full name, address and date
2 of birth.

3 A Jason Stanley Hall, Jr. My address is 14 West Marion
4 Road, Greenville, South Carolina, 29617. My birth date
5 was January 25, 1973.

6 Q Did you grow up in Greenville?

7 A I did.

8 Q Where did you grow up in Greenville?

9 A The same location.

10 Q So you live in the house that you grew up in?

11 A I live nextdoor to the house that I grew up in. My
12 grandparents passed away when I was in high school.

13 Q So your mama and daddy live in the house nextdoor to
14 where you live now, and that's where you grew up?

15 A 12 West Marion Road.

16 Q What high school did you go to -- Berea?

17 A Greenville.

18 Q And you graduated --

19 A 1991.

20 Q Do you have any relatives in Greenville County
21 besides your mom and dad?

22 A Yes, I do.

23 Q All the relatives that you have in Greenville County
24 that are over 18, give me their first and last name,
25 please.

1 A Wow. Greenville County -- Angel Hall Moore, Starr
2 Hall Curtis, Harold Hall, Martha Hall, Jason Hall, another
3 Martha Hall, Glenn Hall, Sandy Hall. Do I need to go
4 through grandchildren?

5 Q Just the ones that are over 18 or if the list is
6 voluminous --

7 A It is.

8 Q -- let us know if we have to try the case so we don't
9 end up getting somebody that's related to you on the jury.

10 A Okay.

11 Q Because sometimes it happens. Some people have more
12 than 15 or 20 relatives in Greenville County. When that
13 happens, it's easier to just let me know at the time of
14 trial.

15 Tell me about the property involved in the events
16 giving rise to this action. Who owns that property --
17 that parcel of property where you reside?

18 A I assert my Fifth Amendment privilege to not answer
19 any questions that might incriminate me.

20 Q That doesn't apply to this question, and certainly I
21 would refer to your attorney's advice to you, but that's
22 not a question about your innocence or guilt in a crime
23 that you haven't been sentenced for or charged. That's a
24 question about what you own or don't own. So the Fifth
25 Amendment doesn't apply to this question.

1 Mr. Price: Can I talk to him outside?

2 Mr. Hawkins: Absolutely.

3 (Off the record.)

4 (Back on the record.)

5 **By Mr. Hawkins**

6 Q We are back on and you went outside to meet with your
7 attorney briefly about your right to assert your Fifth
8 Amendment in some questions. You didn't talk about
9 anything other than that, did you?

10 A No.

11 Q All right. The last question I asked was who owns
12 the parcel of property where you were when the events
13 giving rise to the complaint took place?

14 A I think my parents own -- specifically, I think my
15 mother owns the piece of property on 14 West Marion Road.

16 Q How many pieces of property do your parents own?

17 A I honestly do not know. More than that property.

18 Q Do they own the house that they live in?

19 A As far as I know.

20 Q They own, as far as you know, the house that you live
21 in?

22 A As far as I know.

23 Q What other houses on that road do your parents own?

24 A I believe they either own it outright or they are
25 paying for it, and so there's a mortgage with a lender for

1 8 West Marion.

2 Q That's ~~three properties on the road that you live on?~~

3 A That's correct.

4 Q What other properties do they own?

5 A I think I'm aware of another pasture, but that's all
6 I am aware of.

7 Q Where is the pasture?

8 A In travelers Rest.

9 Q Do you know the address closest to the pasture?

10 A It's 414. It's off 414.

11 Q It's on 414?

12 A Yes, sir.

13 Q Do your parents own that in their names or do they
14 have a holding company, LLC or other entity that owns --

15 A My parents are very much quiet about their finances.
16 I would not know that answer.

17 Q What's your dad's name?

18 A Jason Stanley Hall.

19 Q ~~And would he be the best person to ask about the~~
20 ~~property where these events happened and the ownership of~~
21 ~~the property and when the property was purchased?~~

22 A I would say yes.

23 Q What your mother's full name?

24 A Martha Reid Hall.

25 Q You don't know if they have an LLC or if they own the

1 property in their own names?

2 A I do not know.

3 Q Do you know where your father banks?

4 A Bank of Travelers Rest.

5 Q Do you know if he has any other accounts in any other
6 banks?

7 A I do not know.

8 Q Where do you bank?

9 A Wells Fargo.

10 Q Is that the only bank where you have any accounts?

11 A That is true.

12 Q And you have a checking and savings account?

13 A I have just a checking.

14 Q Are you paid through automatic draft?

15 A No.

16 Q How are you paid?

17 A Checks.

18 Q Handwritten checks?

19 A Well, they're -- yeah, I guess they are handwritten,
20 yes.

21 Q I'm going to jump around a little bit. So I am going
22 to come back to that. I am going to go back to some
23 background information I need to get from you. What was
24 the first job that you ever held?

25 A First job I ever held was -- outside of just cutting

1 grass around the neighborhood?

2 Q Yes.

3 A Would that be my first job?

4 Q Yes. Any kind of job you had, whether you were a
5 paid employee or if you were paid under the table. Any
6 work you did for gain, tell me about that.

7 A That would be the first job I ever had --
8 Ms. Worthy's leaves and grass and cutting grass.

9 Q Who's Ms. Worthy?

10 A She is a neighbor on the back street.

11 Q Does she still live over there?

12 A She does. She's 95 or so, yes.

13 Q What's her address?

14 A I'm not sure. It's on Alberta Avenue. I would say
15 it would be an odd number -- five -- but she's in ill
16 health now. She's just had a stroke.

17 Q She knew you when you were a kid all your life?

18 A Yes.

19 Q After you cut Ms. Worthy's grass, what did you do?

20 A I think I was a stocker for Bi-lo briefly. I worked
21 for Corporate Raves which was a company owned by Carolyn
22 Spigner, and we put on corporate events such as the Fuji
23 Company picnic, weddings, rentals, putting up chairs and
24 tables for events.

25 Q You started work for them when?

1 A I would say sophomore in high school. It's been
2 quite a few years. To the best of my recollection,
3 sophomore -- worked on my breaks through college.

4 Q Where did you go to college?

5 A Clemson University.

6 Q And you graduated from there?

7 A 2001.

8 Q What was your degree?

9 A Bachelor of Fine Arts.

10 Q You worked with this company from your sophomore year
11 in high school until your sophomore year of college?

12 A No, it was -- maybe ended -- I don't really recall.
13 That's been quite a number of years.

14 Q How did that employment end?

15 A It ended with Carolyn -- I think she moved her
16 company from the rental business into just event planning.
17 I actually went to work for Suitt Construction one summer.
18 It was busting rebar. So tying rebar together in
19 Anderson, I did that. I also worked at M.H. Frank, a
20 men's store in Clemson.

21 Q What I want to do is establish sort of a linear
22 picture of your employment. So I'm clear your employment
23 with the company that did the picnics ended because they
24 started doing different kind of work?

25 A Also, because I found other work. I found other

1 work.

2 Q Were you fired or did you quit or did you --

3 A No. It was casual labor. She paid me as casual
4 labor. If she had an event, she would hire me to go and
5 set up the event, to work on the event. So there was no
6 termination of my services or anything formal as in that.
7 It wasn't -- this was a situation when I got the job she
8 said would you like to help out one Saturday and helped
9 out one Saturday, and I kept helping out.

10 Q When that gig ended, was the next job you had casual
11 labor or was it you get a paycheck every week?

12 A No. I was still in college at the time. M. H.
13 Frank -- I think they paid us biweekly. So I got a job
14 there. That was while I was at Clemson. It was something
15 that I was allowed to work after my classes, but at the
16 same time I was still coming back and doing events on my
17 breaks, Thanksgiving break for instance or Christmas break
18 or summer break.

19 Q When did that employment end?

20 A M. H. Frank?

21 Q Yes.

22 A To the best of my recollection, my junior year.

23 Q Were you ever disciplined in either one of those jobs
24 or any job?

25 A No.

1 Q Never written up?

2 A No.

3 Q So then that job ends, and tell me about the next job
4 you had.

5 A Let's see. The next job after M. H. Frank, to the
6 best of my recollection, would be McGill Hall Detailing,
7 and that's a -- what we did was structural steel
8 detailing. When engineers and architects design a
9 building, then we provide detailed drawings for the steel
10 fabricator.

11 Q The name is McGill Hall?

12 A Yes.

13 Q Are you any kin to McGill Hall?

14 A The Hall portion was my father.

15 Q How long did that employment last?

16 A Let's see -- '97 -- '98 to the best of my
17 recollection to 2001. The company changed names, and I
18 ~~still work at times with that company.~~

19 Q That's owned by your daddy?

20 A That's correct.

21 Q Next job. Sounds like all of these have been college
22 so far, except for Ms. Worthy's grass. You've listed
23 times you were in college for all three of them, right?

24 A ~~My father's company is not in college. I graduated~~
25 ~~in 2001. When it became J.S. Hall, Incorporated, I was~~

1 ~~out of college.~~

2 Q Does J. S. Hall, Incorporated own any of the
3 properties we are talking about?

4 A Not that I'm aware.

5 Q Does it own any real property?

6 A Not that I'm aware of.

7 Q ~~Is that who currently employs you?~~

8 A ~~That's correct.~~

9 Q ~~You get a check with J. S. Hall -- with that name on~~
10 ~~it?~~

11 A That's correct.

12 Q Still today?

13 A That's correct.

14 Q The last job you just described - that ended in 2001
15 you said, right?

16 A Well, when it was McGill and Hall, his partner Bruce
17 McGill from Florida allowed my father to buy out. So then
18 it became J. S. Hall, Incorporated. It didn't change what
19 we did. It didn't change the operations of the company.
20 It just changed the amount of employees and those involved
21 in ownership.

22 Q What was his partner's name again?

23 A Bruce McGill.

24 Q Does he still have any contact with him?

25 A I would assume so, yes.

- 1 Q Do they still do business together?
- 2 A I'm not sure. I'm not aware of that.
- 3 Q Does he own any part in the corporation now?
- 4 A Whom do you speak of?
- 5 Q Bruce McGill.
- 6 A Not that I'm aware of.
- 7 Q Your dad bought out his share of the corporation and
- 8 he's done completely?
- 9 A I wasn't privy to all this information. I just know
- 10 the name changed and my checks have a different name on
- 11 it.
- 12 Q Tell me the name of the corporation as it appears
- 13 today?
- 14 A J. S. Hall, Incorporated.
- 15 Q Do you know if that's incorporated in South Carolina?
- 16 A It is.
- 17 Q It is registered with the secretary of state?
- 18 A As far and I'm aware, yes.
- 19 ~~Q When your employment with J. S. Hall, Incorporated~~
- 20 ~~ended --~~
- 21 ~~A It hasn't ended.~~
- 22 Q ~~From 2001 when you graduated, it's continued this~~
- 23 ~~whole time until now?~~
- 24 A ~~I've never been fired.~~
- 25 Q Ever had any other jobs since then?

1 A No.

2 Q So you've always worked for your dad's company?

3 A That's correct. I take that back. I worked briefly
4 for Steel Works of the Carolinas. I also worked for Steel
5 Fabricators in Fountain Inn.

6 Q When was that?

7 A Let's see. The best of my recollection Steel Works
8 was for a year -- sometime 2005 -- 2006. I would have to
9 verify when that was exactly, and then Steel Works of the
10 Carolinas was briefly after that. I would say early 2007
11 or late 2006 -- Steel Works of the Carolinas.

12 Q Ever been reprimanded, written up, otherwise
13 disciplined in any of those jobs?

14 A No.

15 Q Have ever been arrested other than what we're talking
16 about here today?

17 A I assert my Fifth Amendment privilege.

18 Mr. Price: He's looking at me and you. I don't know
19 what to say.

20 **By Mr. Hawkins**

21 Q Let me give you on the record my position on this,
22 and if you need to take a break with your attorney you are
23 certainly welcome to do that.

24 Mr. Price: I object to the form of the question as
25 to arrest. You can ask about convictions. That is my

1 position.

2 **By Mr. Hawkins**

3 Q What your attorney has done now is he's objected to
4 the form of this line of questioning. If this goes to
5 trial, he and I will probably have a dispute about that,
6 and then the judge will tell us what I can ask you about
7 on the stand and what I can't. Okay?

8 So tell me about the times you have been arrested and
9 there is an objection on the record. Tell me about the
10 times you have been charged with anything ever in your
11 life, and tell me about the times you have been convicted.
12 Don't tell me anything about the events giving rise to
13 this complaint. I just want to know about before this --
14 anything before this date or after, whatever you have been
15 charged with, convicted or arrested for, taken into
16 custody for or given a tongue lashing for.

17 A Traffic, everything?

18 Q Everything you can remember, yes?

19 A Let's see. My years at Clemson there was an
20 occurrence of suspected cable theft, but I was not
21 convicted. There was --

22 Q I don't mean to interrupt you. What do you mean by
23 occurrence?

24 A I had the Chief of Police of Central come to our
25 residence in Central and ask who paid for the cable there,

1 and then I was given a chance to pay restitution, and I
2 was not convicted.

3 Q Were you ever charged with any crime related to that
4 incident?

5 A I would have to go back and look to see.

6 Q What year was that?

7 A I would have to go back to look to see. I would say
8 early '90s.

9 Q Was anybody else involved in the alleged cable theft
10 incident?

11 A No.

12 Q What was the police chief's name? Do you remember?

13 A Chief Cantrell.

14 Q With the Central Police Department?

15 A That's correct.

16 Q Is that the first thing you ever got in trouble for?

17 A Outside of a speeding ticket, yes.

18 Q How much did you pay in restitution?

19 A Under 200. Yeah, under \$200, yes.

20 Q And do you know if the cable company or the property
21 management company filed a police report?

22 A I'm not aware of that, no.

23 Q Are you aware of any documents that relate to that
24 incident whatsoever?

25 A Like I said, it's been many years ago.

1 Q Tell me about the next time you got in trouble?

2 A Clemson University officer arrested or suspected
3 driving under the influence and no conviction.

4 Q What year was that?

5 A Sometime 2000 -- I want to say three or four. It was
6 after my graduation.

7 Q Were you back for a game or to visit friends?

8 A I was back to visit friends, yes.

9 Q First of all, were you arrested for DUI?

10 A Yes.

11 Q Was that campus police or Clemson police?

12 A No. It was whatever is on 123 -- the City of
13 Clemson.

14 Q Did you spend the night in jail?

15 A I did.

16 Q Do you know if you pled guilty to reckless driving or
17 D-S-E?

18 A I received a reckless driving -- a reckless driving
19 ticket, yes.

20 Q Ever been arrested for DUI other than that incident?

21 A No.

22 Q That was your only DUI?

23 A That's correct.

24 Q Tell me about the next time you got in trouble?

25 A I haven't.

1 Q Those two times are the only times you've had brushes
2 with the law besides what we are talking about here today?

3 A That's correct.

4 Q Do you own -- yourself, do you own any real property?

5 A No.

6 Q Do you own any boats, ATVs, leisure vehicles?

7 A No.

8 Q How many vehicles do you own?

9 A I own no vehicles.

10 Q What do you drive?

11 A I'm driving my wife's car.

12 Q How many vehicles does she own?

13 A One.

14 Q Does she have any real property or any interest in
15 any real property?

16 A No.

17 Q Does she have any ATVs, boats or other leisure
18 vehicles?

19 A No.

20 Q Does your wife have any stocks, bonds, annuities?

21 A No.

22 Q Do you have any stocks, bonds or annuities?

23 A No.

24 Q Tell me about your wife's pottery business.

25 A She makes pottery.

1 Q How much income does she realize each year from that
2 business?

3 A She's also the business manager. So I wouldn't know.

4 Q Do you have any involvement with that company at all?

5 A Encouragement, yes. I help her where I can.

6 Q What's that mean?

7 A Any time loading, unloading, just --

8 Q So you do a fair amount of work for that company?

9 A Yes.

10 Q Is it incorporated, LLC?

11 A Like I said, she's the business manager.

12 Q But you're her husband. Surely, you would know if
13 she has an LLC. Does she have an LLC?

14 A I don't know.

15 Q You don't have any idea if that company is
16 incorporated?

17 A I think she just resigned her position at North
18 Greenville, and I think she's going through starting the
19 company. Whether she -- she has talked of doing an LLC or
20 doing --- is there a Schedule-S or corporation or --

21 Q She's talked to you about what kind of entity to
22 form?

23 A She's gone through the investigations to see what to
24 do, yes.

25 Q Why is she leaving her employment with North

1 Greenville University?

2 A For one, she was in an adjunct position, and she was
3 not making enough money.

4 Q Did she ever work for Clemson University or Furman?

5 A When she was in graduate school, she worked as an
6 assistant -- teaching assistant. I don't know if that's
7 paid or if it's an exchange. I was not a teaching
8 assistant.

9 Q How long have y'all been married?

10 A Since 2012, March the eighth.

11 Q Did she go to Clemson?

12 A For graduate school. She went to Stetson for
13 undergraduate.

14 Q So she's from Florida?

15 A No, she's from Greer.

16 Q She just went down there for school?

17 A Yes, sir.

18 Q All right. Let's talk about your involvement in your
19 dad's company as it related to the property that we are
20 talking about. What's your agreement with your dad about
21 the duties you perform and your ability to stay in the
22 house where you currently reside?

23 A Well, I'm property manager, and anything that needs
24 to be done I take care of it -- anything from roof
25 maintenance to leaves to cutting grass. Get a leak in the

1 water, turn the water off. Without going through the
2 whole list, it's whatever needs to be done.

3 Q As part of your compensation for your duties as
4 property manager, you get to live in the house? Is that
5 what you are telling me?

6 A That's correct.

7 Q Your being able to reside in the house is part of
8 your compensation for working for your father's company?

9 A That's correct.

10 Q All right. Does your dad have insurance on this
11 property?

12 A As far as I'm aware, he's insured through Allstate.)

13 Q Do you know what the limits of liability are on that
14 policy?

15 A I do not.

16 Q Is your dad the sole decision maker as to who is
17 employed with J. S. Hall, Incorporated?

18 A I wouldn't know the answer to that question. I would
19 suspect, knowing my parents have been married over 50
20 years, that both he and my mother make decisions together,
21 prayerfully concerned. Ultimately, that's just my guess.

22 Q But nobody could hire someone like yourself to work
23 for J. S. Hall, Incorporated except your dad, right?

24 A Like I said, I wouldn't know what the decision making
25 process is, because I'm not involved in it.

1 Q Have you ever known anybody besides your dad to be
2 involved in any decision making for J. S. Hall,
3 Incorporated?

4 A Not that I'm aware of.

5 Q Is there an employment agreement or independent
6 contractor agreement or anything like that in place that
7 you are aware of between yourself and J. S. Hall,
8 Incorporated?

9 A Not that I'm aware of.

10 Q And are you the property manager for all the
11 properties owned by J. S. Hall, Incorporated?

12 A I'm told what to do, and I do it. If there's -- so I
13 couldn't answer that question. As far as my parents ask
14 me to do something, I do it to my best ability.

15 Q Are you the property manager for all the properties
16 owned by J. S. Hall, Incorporated?

17 A I don't know that I am for all their properties, but
18 if there is anything to be done on the property, I am
19 asked to do it.

20 Q So these three properties on the road that we've been
21 talking about you've done work on all three of those in
22 the past, correct?

23 A That's correct.

24 Q Do you expect to do work on all those in the future?

25 A Yes.

1 Q ~~Do you expect to do so in your capacity as an~~
2 ~~employee of J. S. Hall, Incorporated?~~

3 A ~~Yes, I do.~~

4 Q ~~[In the past when you've worked on these houses,~~
5 ~~you've done so in your capacity as an employee with J. S.~~
6 ~~Hall, Incorporated?~~

7 A ~~That's correct.~~

8 Q Is there ever a time when you are considered to be on
9 or off duty with J. S. Hall, Incorporated?

10 A I get calls -- I would answer no. I'm not off duty.

11 Q ~~So you're pretty much on call all the time in your~~
12 ~~capacity as a J. S. Hall employee?~~

13 A ~~Best of my knowledge, yes.~~ If I get a phone call, I
14 usually answer it. My phone is on all the time. If my
15 parents ask me to reset their modem in their office, you
16 know, I reset their modem.

17 Q So it's fair to say then that when this occurrence
18 took place, this interaction and altercation between you
19 and my client -- when this took place, you're on call as a
20 J. S. Hall employee, correct?

21 A I assert my Fifth Amendment privilege.

22 Q I'm not asking if you are innocent or guilty or if
23 you shot my client. I'm asking when the incident took
24 place is it fair to say that you were on call as a J. S.
25 Hall employee?

1 Mr. Price: I would advise my client to once again
2 assert his Fifth Amendment privilege.

3 **By Mr. Hawkins**

4 Q Is there any time before or after this incident took
5 place that you think you were not acting as a J. S. Hall
6 employee?

7 A I assert my Fifth Amendment privilege.

8 Q Not asking about guilt or innocence.

9 Mr. Price: I am advising him to assert his Fifth
10 Amendment right.

11 A I assert my Fifth Amendment privilege.

12 Q Under the hypothetical scenario, I'm not asking you
13 about anything that happened or anything that could
14 incriminate you. I'm giving you a hypothetical scenario.
15 Okay? Under the hypothetical scenario that you were
16 negligent toward my client, were you at that time acting
17 in your capacity as a J. S. Hall employee?

18 A I assert my Fifth Amendment privilege.

19 Q Are there any other J. S. Hall employees that were
20 working on the night of the incident giving rise to the
21 complaint?

22 A I would not know.

23 Q So you are not aware of anybody that could have taken
24 any action for J. S. Hall on the night of the incident
25 giving rise to the complaint?

- 1 A I assert my Fifth Amendment privilege.
- 2 Q Not asking you about guilt or innocence.
- 3 A I don't know.
- 4 Q Are you aware of any employees at all besides
5 yourself for J. S. Hall?
- 6 A I would be aware my father is an employee of J. S.
7 Hall, Incorporated, but outside of that I wouldn't know.
- 8 Q Do you know if any claims have ever been made on the
9 insurance company that insures your father's property?
- 10 A I would not be aware of that, no.
- 11 Q How many firearms do you own?
- 12 A None.
- 13 Q The firearm that you used on the night we are talking
14 about who owns that firearm?
- 15 A I assert my Fifth Amendment privilege.
- 16 Q Who owned that firearm at the time that the incident
17 took place?
- 18 A I assert my Fifth Amendment privilege.
- 19 Q How many firearms have you ever owned?
- 20 A I assert my Fifth Amendment privilege.
- 21 Q That doesn't apply to this question.
- 22 A None.
- 23 Q You have never owned any firearms?
- 24 A No.
- 25 Q You've never purchased a firearm?

1 A Never.

2 Q Have you ever received any firearms training courses?

3 A I assert my Fifth Amendment privilege.

4 Q Do you hunt?

5 A I do not.

6 Q Have you ever been to a shooting range?

7 A No, I have not.

8 Q Have you ever shot at any human being other than my
9 client?

10 A I assert my Fifth Amendment privilege.

11 Q Have you received any counseling since this incident
12 took place?

13 A I assert my Fifth Amendment privilege.

14 Q I'm not asking you about innocence or guilt. I'm
15 just asking you what your experience has been since the
16 incident took place.

17 A I assert my Fifth Amendment privilege.

18 Q What's the date of this occurrence?

19 A I assert my Fifth Amendment privilege.

20 Q Have you received any mental health counseling since
21 January 28, 2014?

22 A I assert my Fifth Amendment privilege.

23 Q Fifth Amendment doesn't apply to this question. So
24 are you refusing to answer that question?

25 Mr. Price: I will advise him that he has a First

1 Amendment privilege if he wants to assert it.

2 **By Mr. Hawkins**

3 Q It means you can tell me whatever you want.

4 A Can you ask the question again?

5 Q Since January 28, 2014, have you ever received any
6 mental health counseling or any counseling of any kind
7 whatsoever?

8 A No.

9 Q Are you sure?

10 A I'm sure.

11 Q Tell me again who Erin Hall is.

12 A She's my wife.

13 Q She doesn't work at North Greenville anymore, right,
14 because she's going into her own pottery business?

15 A That's correct.

16 Q Do you have any idea who might testify as an expert
17 witness in this case? If you don't, that's fine.

18 A I assert my Fifth Amendment privilege.

19 Q That's not even in the same ballpark.

20 A I don't know.

21 Q Do you have any idea -- if we wanted to depose a
22 representative of your father's company, do you know of
23 anyone besides you or your father who might be appointed
24 to testify on behalf of that company?

25 A I wouldn't know of anyone else.

1 Q Is there anybody more knowledgeable about the company
2 than you or your father?

3 A I wouldn't know the answer to that.

4 Q Does the company use an attorney?

5 A I wouldn't know the answer to that either.

6 Q Has the company ever been sued?

7 A I would not think so, no.

8 Q Has your father ever been sued?

9 A I would not be aware of any time he was sued.

10 Q Have you ever been involved in a lawsuit of any kind
11 whatsoever? Divorces count, small claims court counts,
12 bankruptcy counts.

13 A Do you remember the Naked Juice --

14 Q Yeah?

15 A -- claim. If you had Naked Juice in the past few
16 years, you could get \$4.50.

17 Q This was a class action payout?

18 A I guess so, yes. We received a check for \$4.50.

19 Q You ever had a Workers' Comp claim?

20 A No.

21 Q Have you ever made any kind of claim for anything
22 whatsoever?

23 A Not to my recollection, no.

24 Q Nobody has ever made a claim for anything that had to
25 do with you, other than what we are talking about here

1 today?

2 A That's correct.

3 Q All right. Do you currently take any kind of
4 medication?

5 A No, I do not.

6 Q Have you ever taken any sort of medication in the
7 last ten years for any psychiatric reason?

8 A No.

9 Q You've never taken Zoloft?

10 A No.

11 Q Any kind of antidepressants?

12 A No.

13 Q Have you ever taken any kind of serotonin reuptake
14 inhibitors?

15 A No.

16 Q Have you ever been prescribed any medicine for any
17 psychological issues at all?

18 A No.

19 Q Since this accident or incident took place, have you
20 been prescribed any medication?

21 A No.

22 Q Are you under the influence of any drugs, alcohol or
23 medication right now?

24 A No.

25 Q Who is your family doctor?

1 A At this time, the last doctor I saw was Dr. Ronald
2 Phillips.

3 Q Where is he located?

4 A He is -- I believe it's Woodruff Road. It's been
5 quite a number of years since I've been there.

6 Q When is the last time you went to any doctor for
7 anything?

8 A It's probably been over ten years.

9 Q What was that for?

10 A A cold. I think actually maybe back in 1990 -- I am
11 remembering in 1999 I drank Coca Cola in the little -- was
12 it seven or eight ounce Coca Cola glass bottles. Drank
13 one that had glass in it -- broken glass in it, and I went
14 to Dr. Phillips to get x-rays.

15 Q Did you make a claim related to that?

16 A No, no, no. The Coca Cola lawyers were in our office
17 like the next day saying here's you a case of -- we love
18 you as a customer. Can we just write you a check right
19 now. I mean, I didn't want to sue anybody over -- I
20 didn't think it was negligent. You know those little
21 cases -- you know the little tracks over there in
22 Greenville, you know, used to have the Coca Cola right
23 there where the Upstate Museum is.

24 Q Wish I had known you then, Mr. Hall.

25 A Ronald Phillips, that's the last one.

1 Q You weren't injured. The glass didn't injure you?

2 A No.

3 Q How much did Coca Cola give you a check for?

4 A I don't remember. Wasn't \$100,000 or anything like
5 that.

6 Q What's your best estimate of how much?

7 A Under a thousand.

8 Q You had to sign a release, right?

9 A I think upon signing the check. I don't recall. I
10 mean, it's been that long.

11 Q Who would have records of that?

12 A Coca Cola. I assume my doctor would have put it in
13 the medical report that I came in for x-rays after
14 swallowing glass.

15 Q These checks that you get from J. S. Hall are they
16 weekly or biweekly? You may have told me but I forgot.

17 A It's been biweekly.

18 Q So you get a check every two weeks from your daddy?

19 A I would have to assert my Fifth Amendment privilege.

20 Q I'm not asking about guilt or innocence.

21 A I don't know that it's from my daddy. It's from the
22 corporation.

23 Q Do you get checks biweekly from J. S. Hall?

24 A I have to just assert my Fifth Amendment privilege.

25 Q Not applicable.

1 A Yes.

2 Q Where do you pick that check up from?

3 A From -- sometimes it's just from my parents.

4 Q Is it on Friday you get paid?

5 A It depends.

6 Q All different kinds of times?

7 A Sometimes, yes.

8 Q ~~Do they call you and say your check is ready and you~~
9 ~~just walk over there and get it?~~

10 A We are in close contact being nextdoor neighbors. So
11 ~~sometimes it's a call.~~ Sometimes I see them on the porch.

12 Q ~~And they pay you for your work as a property manager?~~

13 A ~~That's correct.~~ I also still work with the company.

14 Q Okay.

15 A And my duties as far as Structural Steel -- anytime
16 we have detailing jobs or checking shop fabrication
17 drawings.

18 Q Maybe I missed something. ~~Are you telling me that~~
19 ~~your father has some involvement with that company too?~~

20 A ~~Which company?~~

21 Q ~~The company that's involved in steel?~~

22 A ~~That's what J. S. Hall, Incorporated does.~~

23 Q I thought that you were talking about an entity that
24 hired you to be their property manager. ~~Are you saying~~
25 ~~the same company that is involved in steel fabrication,~~

1 ~~hired you to be the property manager for the property,~~
2 ~~where you reside?~~

3 A I assert my Fifth Amendment privilege.

4 Q But the checks you get have that name on it, right,
5 the J. S. Hall?

6 A I assert my Fifth Amendment.

7 Q I can get a copy of the check.

8 A ~~It has J. S. Hall, Incorporated on the checks.~~

9 Q Is part of your compensation for being a property
10 manager being able to reside in the house where you live
11 now?

12 A I believe that I have answered that.

13 Q Answer it again, please.

14 A Yes.

15 Q If you didn't live where you live right now and you
16 lived in some other place that didn't have anything to do
17 with your dad's company or your dad or J. S. Hall or
18 anything, how much more would your paycheck be each week?

19 A I couldn't answer a hypothetical question like that.

20 Q To the best of your ability, please answer.

21 Mr. Price: Object. Speculative.

22 Mr. Hawkins: Objection is made for the record.

23 Q Best guess.

24 A More. I don't know.

25 Q You think it would be more?

- 1 A Wouldn't that make sense to you?
- 2 Q Yeah, it would. Does it make sense to you?
- 3 A Yes.
- 4 Q So we agree that if you didn't live right now where
5 you live your paycheck would be more for your duties as
6 property manager?
- 7 A I would believe so, yes.
- 8 Q How much is your check each week or biweekly, I
9 guess?
- 10 A I assert my Fifth Amendment privilege.
- 11 Q Not applicable.
- 12 A It equals \$300 a month. So \$150.
- 13 Q So you're paid \$150 every two weeks?
- 14 A That's correct.
- 15 Q Plus being able to live in the house?
- 16 A That's correct.
- 17 Q For being property manager?
- 18 A That's correct.
- 19 Q Are you charged with the duty of the protection of
20 these properties owned by J. S. Hall?
- 21 A I assert my Fifth Amendment privilege.
- 22 Q That house is not in the city limits, is it -- or is
23 it? I really don't know. I'm asking out of curiosity.
- 24 A I believe it's in the county.
- 25 Q These photographs that were taken by Greenville

1 County Sheriff's Department are these the only photographs
2 that exist that have anything to do with this lawsuit?

3 A I assert my Fifth Amendment privilege.

4 Q Are you aware that my client suffered medical
5 expenses as the result of the occurrence giving rise to
6 the complaint?

7 A I assert my Fifth Amendment privilege.

8 Q Have you ever in the past had any problems with
9 people throwing any incendiary or flames at your house?

10 A I assert my Fifth Amendment privilege.

11 Q Is it going to be your position at trial that my
12 client or anybody involved in the incident giving rise to
13 this complaint did anything to justify your actions?

14 Mr. Price: Objection. Privileged communication, and
15 I am instructing my client not to answer.

16 **By Mr. Hawkins**

17 Q Have you ever had to use self defense in any instance
18 in your life other than this?

19 A I assert my Fifth Amendment privilege.

20 Q What time of day did this happen?

21 A I assert my Fifth Amendment privilege.

22 Q What was the weather like?

23 A I assert my Fifth Amendment privilege.

24 Q Did you have coffee that day?

25 A I assert my Fifth Amendment privilege.

1 Q Do you have any idea when the criminal part of this
2 will be resolved where we can continue the deposition?

3 A I assert my Fifth Amendment.

4 Q No, that's does not apply. I'm asking you when we
5 can ask you questions and you won't assert your Fifth
6 Amendment privilege. Do you have any idea when that will
7 be?

8 A After this date but as far as that --

9 Q You don't have any idea?

10 A Well, I mean --

11 Q If you don't, that's fine. I'm just trying to
12 honestly get an idea.

13 A Sometime next year.

14 Q That's fine.

15 A Honestly, I don't believe a court date has been
16 scheduled.

17 Q As far as the civil action we're here about, you
18 would agree that when you take care of that we need to
19 come back and nail down some stuff when you can talk
20 candidly with us?

21 A I assert my Fifth Amendment privilege.

22 Mr. Price: We will agree to keep it open.

23 Mr. Hawkins: All right.

24 Q What is your driver's license number?

25 Mr. Hall: Do I assert my Fifth Amendment privilege

1 or give it to him?

2 Mr. Price: Give it to him.

3 A Do you want to just write it down, or do you want me
4 to call it out for the court reporter?

5 Q I have 8571373. Is that right? It starts with zero
6 zero.

7 A No. The way I've got it is 8971373. I don't know if
8 that was a clear -- is that the way you are reading my
9 actual --

10 Q It's a copy. Have you looked at the complaint at
11 all?

12 A The paper you served me with?

13 Q Yes.

14 A Yes, I looked at it.

15 Q On there, did you see where we have pled that you are
16 negligent or were negligent?

17 A I read the complete complaint, yes, sir.

18 Q Did you see on the face of the complaint where
19 negligence is pled? I'm not trying to trick you. This is
20 for insurance purposes.

21 A I think he's going to show it to me right here.

22 Q You are looking at the complaint right now, right?

23 A That's correct.

24 Q Do you see on there where the plaintiff has pled
25 negligence and gross negligence?

1 A Okay. "Duties would constitute negligence."

2 Q So would you agree with me that the plaintiff has
3 pled negligence in his complaint?

4 A That he has pled negligence?

5 Q Right.

6 A It's written here, yes.

7 Q If Allstate insured this property against negligence,
8 do you agree that Allstate should cover the cost of
9 defense and payment of a potential judgment?

10 A I couldn't agree to what Allstate should do.

11 Q Hypothetically, if Allstate insured against
12 negligence, do you think Allstate should cover this claim
13 based on the face of the complaint?

14 A It's way out of my depth to be making any assumptions
15 about a hypothetical about someone else's business.

16 Q That's why it's a hypothetical, because I want you to
17 give me your opinion.

18 A I won't give you my opinion.

19 Mr. Price: That pertains to the incident itself, and
20 I'm asking him that he assert his privilege.

21 **By Mr. Hawkins**

22 Q So you are asserting your privilege as to that
23 question, right?

24 A Yes. I assert my Fifth Amendment privilege.

25 Q How many cars do your parent's have?

1 A More than two, but let's see -- counting junk cars, I
2 don't know -- five. I mean, I wouldn't know. Who is
3 Morgan Kelly?

4 Mr. Watkins: Her --

5 Mr. Hawkins: You can't talk.

6 Q What's the name of the pottery business owned by your
7 wife?

8 A Alberta Pottery.

9 Q This goes back to what I was asking you about when my
10 client jumped in. Do you have any relatives or have you
11 had any interaction with anybody related to my client or
12 his girlfriend who is seated in the corner?

13 A Not that I'm aware of.

14 Q Had you ever had any interaction with Morgan Kelly?

15 A Not that I'm aware of.

16 Q Have you ever had any interaction with anybody that
17 knows either of these people?

18 A Not that I'm aware of.

19 Q Have you ever had any interaction with either one of
20 these people before or after this incident?

21 A Not that I'm aware of.

22 Q Has your father ever had any interaction with either
23 of the people, either my client or his girlfriend seated
24 in the room?

25 A I couldn't answer that.

1 Q I think I'm about done. Let me go and meet with my
2 client and be right back, and you can answer any questions
3 that your attorney has. Okay?

4 (Off the record.)

5 (Back on the record.)

6 **By Mr. Hawkins**

7 Q Do you know Mike Cothran?

8 A No.

9 Q Never heard of Mike Cothran?

10 A I know a Cothran, but no, I don't know a Mike
11 Cothran.

12 Q What Cothran do you know?

13 A Doug Cothran who is a realtor.

14 Q You don't remember Mike Cothran from your
15 neighborhood when you grew up?

16 A No.

17 Q Is there anything else you want to tell me about your
18 testimony?

19 A No.

20 Q Have all my questions been clear and concise?

21 A Clear. I don't know if they were concise.

22 Q They probable weren't. Have there been any questions
23 that you didn't understand or that I need to repeat?

24 A I think I did the best I could do.

25 Q All right. Do you think there were any questions

1 that were ambiguous or unclear?

2 A No.

3 Q All right. Is there anybody besides the witnesses
4 that you listed in response to our discovery request -- is
5 there anybody that has any knowledge about this that you
6 want to tell me about?

7 A I assert my Fifth Amendment privilege.

8 Q Not applicable to potential witnesses.

9 Mr. Price: I would assert an attorney/client
10 privileged communication, but I will meet with my client
11 after this deposition. If there are any witnesses that we
12 have that have not been disclosed, we will do so.

13 Mr. Hawkins: Fair enough. That's all I have. If
14 your attorney has any follow-up questions, please answer
15 any questions that he has.

16 Mr. Price: I don't have any.

17 *****End of Transcript*****

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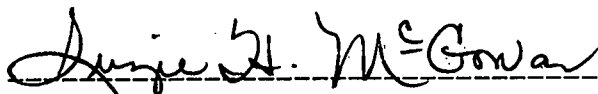
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Certificate of Reporter

State of South Carolina)
County of Laurens)

I, Suzie H. McGowan, certified court reporter, do hereby certify that the foregoing is a true, accurate transcript of record of the proceedings had and evidence introduced in the deposition of the captioned case in Laurens, South Carolina, on the twenty-fifth day of November 2014.

I further certify that I am neither of the kin nor counsel to any party.



Suzie H. McGowan
Certified Court Report
My Commission Expires: 11/13/2023

Josh Hawkins

From: Josh Hawkins
Sent: Friday, May 29, 2015 11:58 AM
To: 'Verdin, Letitia H. Law Clerk (Virginia Rogers)'; Verdin, Letitia H. Secretary (Angela G. Hyder); 'verdinj@sccourts.org'
Cc: 'Courtney Atkinson'; Alex Timmons; 'Joseph Rohe'
Subject: Kevin Watkins v. Jason Hall, Jason Hall, Sr., J.S. Hall, Inc. and Martha Hall 2014-CP-23-01770

Judge Verdin,

I apologize for any inconvenience, and I do not mean to inundate the Court with voluminous information, but I wanted to make sure I submitted the following information and citations, and make it part of the record before the Court issues a ruling on yesterday's motion to dismiss.

The case relied on by the defendants, *Carolina First Corp. v. Whittle*, 539 SE 2d 402, contains the following language: "Rule 23 is a departure from the more liberal pleading requirements of Rule 8, SCRCP, in that it requires particularized allegations." The plaintiff, respectfully, wishes to ensure that the appropriate Rule 8, and not Rule 23(b)(1) (applicable only to shareholder derivative actions) requiring particularized facts is applied, although it is the plaintiff's position that the 18 paragraphs in the complaint containing fairly specific facts surpass the mandates of Rule 8.

Also, the plaintiff takes the position that *Baird v. Charleston County*, 511 SE 2d 69, is helpful. It includes this language: "Generally, in considering a 12(b)(6) motion, the trial court must base its ruling solely upon allegations set forth on the face of the complaint. *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (1995). The 12(b)(6) motion may not be sustained if the facts alleged and inferences therefrom would entitle the plaintiff to any relief on any theory. *Id.*"

Since the facts pled allow the plaintiff to recover when deemed true, the plaintiff's position is that the defendants' motion to dismiss should be denied, pursuant to *Baird*.

I have copied opposing counsel for all defendants on this email.

Please let me know if the Court needs anything further from the plaintiff.

Sincerely,

Joshua T. Hawkins
The J.T. Hawkins Law Firm, LLC
1225 South Church Street
Greenville, South Carolina 29605
Telephone: (864) 275-8142
Facsimile: (864) 752-0911

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED-CLERK OF COURT

GREENVILLE CO. S.C.

PAUL E. WICKENSIMMER

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Kevin Watkins

vs.

Jason Hall, Jr., Jason Hall, Sr., J.S. Hall, Inc. and
Martha Hall,

Defendants.

Docket No. 2014-CP-23-1770

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney:

Joshua T. Hawkins, Bar No. 78470

Address: 1225 South Church Street,

Greenville, South Carolina 29605

Phone: 864-275-8142 Fax: 864-752-0911

E-mail: josh@jthawkinslaw.com Other:

Defendant's Attorney:

Courtney Atkinson

E-mail: _____ 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 Alter or Amend

Estimated Time Needed: fifteen (15) minutes

Court Reporter Needed: ☒ YES/ ☐ NO

SECTION II: Motion/Order Type

☒ Written motion

☐ 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 6/24/15

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: _____

Judge Signature: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

Custodial Parent (if applicable): _____

SCCA 233F (12/2009)

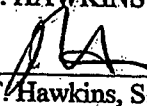
FILED-CLERK OF COURT
 STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.
 PAUL B. WICKENS, CLERK IN THE COURT OF COMMON PLEAS
 COUNTY OF GREENVILLE
 2015 JUN 25 AM 10 10 CASE NO. 2014-CP-23-1770
 Kevin Watkins,
 Plaintiff,
 vs.
 Jason Hall, Jr., Jason Hall, Sr., J.S. Hall, Inc. and
 Martha Hall,
 Defendants.

MOTION TO ALTER OR AMEND

YOU WILL PLEASE TAKE NOTICE that the plaintiff, by and through his undersigned attorney, will move at a date and time to be set by the Court for relief from a judgment pursuant to SCRCP 59. On June 19, 2015, the Court dismissed this action. The plaintiff received a copy of the judgment on June 24, 2015, and hereby moves the Court within 10 days of receipt thereof to alter or amend the judgment. This motion is based on the SCRCP, including Rule 59, exhibits, the applicable common and statutory laws of the State of South Carolina, written and oral arguments, and such other evidence that will be provided via a memorandum of law, as needed.

Respectfully submitted,

THE J.T. HAWKINS LAW FIRM, LLC


 Joshua T. Hawkins, S.C. Bar No: 78470
 1225 South Church Street
 Greenville, South Carolina 29605
 (864) 275-8142
 (864) 752-0911 (Fax)
 josh@jthawkinslaw.com
 Attorney for Plaintiff

Greenville, South Carolina
 6/24, 2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Kevin Watkins)
)
Plaintiff,)

C.A. No.: 2014-CP-23-1770

v.)

DEFENDANT J.S. HALL INC.'S
MEMORANDUM IN SUPPORT
OF MOTION TO DISMISS

Jason Hall, Jr., Jason Hall, Sr.,)
J.S. Hall, Inc. and Martha Hall,)
)
Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIME
2015 MAY 22 PM 4 13

Defendant J.S. Hall, Inc. ("Hall, Inc.") hereby submits this Memorandum in Support of the Motion to Dismiss Plaintiff's Third Amended Complaint filed by Defendants Hall, Inc., Jason Hall, Sr. ("Hall, Sr.") and Martha Hall pursuant to South Carolina Rule of Civil Procedure 12(b)(6) and 12(c). Defendants' Motion is made on grounds that Plaintiff's Third Amended Complaint fails to allege facts sufficient to create vicarious liability or direct liability for any alleged conduct of Jason Hall, Jr. ("Hall, Jr.") on the part of Hall, Inc., Hall, Sr. or Martha Hall. Plaintiff's Third Amended Complaint also fails to allege facts sufficient to state a claim for piercing of the corporate veil of Hall, Inc. as to either Hall, Sr. or Martha Hall.

STATEMENT OF FACTS

Plaintiff filed his original Complaint on March 28, 2014 in regard to a shooting that took place in Greenville County in early 2014. Specifically, Plaintiff's Complaint alleges that he suffered injuries and other damages when he was shot without provocation by Hall, Jr. when walking past Hall, Jr.'s personal residence on January 28, 2014. Prior to serving Hall, Jr. with his Complaint, Plaintiff filed an Amended Complaint on March 31, 2014. Plaintiff then served the Complaint on Hall, Jr., who filed his Answer thereto to June 5, 2014.

Over five (5) months later, Plaintiff filed a Motion to Amend his Complaint, seeking to add Hall, Inc. and Hall, Sr. as Defendants, and that Motion was granted on December 18, 2014. Plaintiff then filed his Second Amended Complaint on December 22, 2014, essentially alleging negligence and claiming that Defendants Hall, Inc. and Hall, Sr. are vicariously liable for the alleged conduct of Hall, Jr. Specifically, Plaintiff's Second Amended Complaint alleges that Hall, Sr., either personally or through Hall, Inc., owns the residence where the shooting occurred and that Hall, Inc. employs Hall, Jr. Based solely on thereon, Plaintiff alleges that Hall, Sr. and Hall, Inc. are vicariously liable for the alleged conduct of Hall, Jr. on January 28, 2014.

Plaintiff's counsel was then informed that neither Hall, Inc. or Hall, Sr. own the residence where the shooting occurred and that public records clearly indicate that Martha Hall is the sole owner of that property. See Greenville County Property Record, attached hereto as **Exhibit A**. Accordingly, Plaintiff filed yet a Third Amended Complaint on January 20, 2015. Plaintiff's Third Amended Complaint names Martha Hall as an additional defendant based on her ownership of the home where the shooting occurred. Thereafter, Defendants Hall, Inc., Hall, Sr. and Martha Hall filed their Motion to Dismiss Plaintiff's Third Amended Complaint on March 11, 2015.

STANDARD OF REVIEW

Rule 12(b)(6), S.C.R.C.P., provides that a complaint should be dismissed when it fails "to allege facts sufficient to state a cause of action." When deciding to grant such a motion, the court must base its decision solely upon the allegations set forth in the complaint, same being deemed true for purposes thereof. See, e.g., *Baird v. Charleston County*, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). If the facts and inferences drawn from the facts alleged in the complaint, when viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on

any theory, then the motion to dismiss for failure to state a claim should be denied. *Id.* Conversely, where “the defendant demonstrated the plaintiff has failed to state facts sufficient to constitute a cause of action in the pleadings filed with the court,” a 12(b)(6) motion to dismiss should be granted. *Ashley River Props. I, LLC v. Ashley River Props. II, LLC*, 374 S.C. 271, 277, 648 S.E.2d 295, 298 (Ct. App. 2007).

ARGUMENT

Plaintiff’s Third Amended Complaint fails to state a claim upon which relief can be granted as against Hall, Inc. because it fails to allege facts sufficient to impose vicarious or direct liability on Hall, Inc., either as an employer or property owner, for the alleged conduct of Hall, Jr.

1. Plaintiff has not pled facts sufficient to hold Hall, Inc. liable as the alleged employer of Hall, Jr.

As a first matter, it should be clearly noted that Hall, Jr. is not now employed by Hall, Inc. and was not employed by Hall, Inc. on the date of the shooting at issue in this case. Hall, Inc. is a business whose sole and primary business is to provide subcontractor services in reviewing steel drawings for architectural, engineering and steel fabrication firms. While Hall Jr. did previously work for Hall, Inc. as a structural steel designer, his employment with Hall, Inc. ended in approximately 2003 or 2004 and Hall, Jr. has done zero work for Hall, Inc. since that time. However, and even if Plaintiff’s allegation that Hall, Jr. was actually employed by Hall, Inc. at the time of the shooting is taken as true for purposes of the instant Motion, Hall, Inc. still cannot be held liable as an alleged employer under Plaintiff’s Third Amended Complaint.

A. Plaintiff has not sufficiently alleged vicarious liability against Hall, Inc. as the alleged employer of Hall, Jr.

The doctrine of respondeat superior provides that an employer may be held vicariously

liable for the tortious acts of an employee *when those acts occur in the course and scope of the employee's employment*. *James v. Kelly Trucking Co.*, 377 S.C. 628, 631, 661 S.E.2d 329, 330 (2008) (emphasis added). Such liability is not predicated on the negligence of the employer, but upon the acts of the employee. *Id.*

While Plaintiff seeks to hold Hall, Inc. vicariously liable¹ under the theory of respondeat superior, Plaintiff's Second Amended Complaint fails entirely to allege that Hall Jr. was acting in the course and scope of his alleged employment with Hall, Inc. at the time of the shooting at issue in this case. Instead, Plaintiff alleges only that Hall Jr. was at his residence and exited that residence at the time of the shooting. See Plaintiff's Third Amended Complaint, ¶¶10 and 15-16. Even read in the light most favorable to the Plaintiff, said allegations clearly fail to meet Plaintiff's burden of alleging that Hall, Jr. was acting within the course and scope of his employment with Hall, Inc. at the time of the shooting such that Hall, Inc. is vicariously liable for Hall, Jr.'s conduct at the time of the shooting under a theory of respondeat superior.

B. Plaintiff has also not sufficiently alleged direct liability against Hall, Inc. as the alleged employer of Hall, Jr.

To the extent that Plaintiff alleges that Hall, Inc. is directly liable for the acts of Hall, Jr. based on his alleged employment with Hall, Inc., any and all such claims must also fail as Plaintiff has failed to allege any facts demonstrating that Hall, Inc. had actual knowledge of any risk of undue harm posed by Hall, Jr. at the time of the events giving rise to Plaintiff's claims.

In circumstances where an employer knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the employer was itself negligent in hiring, supervising, or training the employee, or that the

¹ Plaintiff also alleges direct liability on the part of the Defendants as addressed more fully in section 3.

employer acted negligently in entrusting its employee with a tool that created an unreasonable risk of harm to the public. *James v. Kelly Trucking Co.*, 377 S.C. 628, 631, 661 S.E.2d 329, 330 (2008). Unlike respondeat superior, the employer's liability under such a theory does not rest on the negligence of another, but on the employer's own negligence. *Id.* However, and as noted above by the South Carolina Supreme Court, such liability only exists when the employer “knew or should have known” that its employment of an individual employee “created an undue risk of harm to the public.” *Id.*

Plaintiff's Third Amended Complaint fails to allege facts sufficient to state a cause of action under the various claims asserted for direct liability against Hall, Inc. as the alleged employer of Hall, Jr. because, even when read in the light most favorable to the Plaintiff, there are absolutely no facts alleged in Plaintiff's Third Amended Complaint to demonstrate that Hall, Inc. knew or should have known that Hall, Jr. posed any undue risk to the public. Instead of alleging such facts, Plaintiff's Third Amended Complaint contains nothing more than an insufficient conclusory statement that “Hall, Inc... knew or should have known of Hall, Jr.'s dangerous propensities.” See Plaintiff's Third Amended Complaint, ¶¶23 and 26. However, conclusory statements alone without “particularized facts in support” thereof are insufficient to meet a party's factual pleading requirements. *See Carolina First Corp. v. Whittle*, 343 S.C. 176, 194, 539 S.E.2d 402, 412 (Ct. App. 2000) (explaining that a mere conclusory allegation absent particularized facts to support it, is insufficient to meet a plaintiff's pleading requirements). Accordingly, Plaintiff's Third Amended Complaint fails to allege facts sufficient to make out any and all claims² for direct liability against Hall, Inc. as the alleged employer of Hall, Jr.

² Specifically, Plaintiff alleges direct liability on Hall, Inc. under Plaintiff's claims for negligent entrustment, negligent hiring and negligent supervision.

2. Alleged ownership of property alone is insufficient to impose liability on Hall, Jr.

To the extent that Plaintiff alleges that Hall, Inc. is liable for the alleged conduct of Hall, Jr. because Hall, Inc. allegedly owns the property where the events giving rise to Plaintiff's claims occurred, any such claim must also fail both because (1) Hall, Inc. does not and never has owned the property where the actions occurred³ and (2) even if it did, mere ownership alone is insufficient grounds to impose vicarious liability for the acts of a third party where the property owner did not create the alleged danger and is not alleged to have known of the potential for harm.

The South Carolina Supreme Court has previously recognized that there is "no authority, either in statute or in common law, in this state supporting the proposition of negligent leasing or entrustment of real estate." *Mitchell v. Bazzle*, 304 S.C. 402, 405, 404 S.E.2d 910, 912 (Ct. App. 1991). Accordingly, any liability sought against a landlord for the conduct of a tenant is, instead, premised on a theory of vicarious liability, which, as outlined in great detail above, requires a plaintiff to allege and establish that the landlord knew or should have known of the existence of a dangerous condition. As also noted above, Plaintiff has not sufficiently alleged such knowledge on the part of Hall, Inc. Accordingly, and even if Hall, Inc. were the owner of the property where the events at issue in this case occurred, which it clearly is not, vicarious liability therefore as to Hall, Inc. has not been sufficiently alleged in Plaintiff's Third Amended Complaint.

CONCLUSION

Based on the arguments and law set forth above, Defendant Hall, Inc. respectfully requests that this Court grant the Defendants Motion to Dismiss Plaintiff's Third Amended Complaint as to Defendant J.S. Hall, Inc.

³ This fact is public record and one of which Plaintiff has previously been advised. To allege otherwise in light of public records appears to violate the mandates of Rule 11.

METCALFE & ATKINSON, LLC

Courtney C. Atkinson

Courtney C. Atkinson, S.C. Bar #71992

9 Toy Street

Greenville, South Carolina 29601

864-214-2319

catkinson@malawfirm.com

Attorneys for Defendant J.S. Hall, Inc.

May 22, 2015
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Kevin Watkins)
)
Plaintiff,)
)
vs.)
Jason Hall, Jr., Jason Hall, Sr.,)
J.S. Hall, Inc., and Martha Hall)
)
Defendants,)
_____)

IN THE COURT OF COMMON PLEAS

CASE NO. 2014-CP-23-1770

DEFENDANT J.S. HALL, INC.'S
RESPONSE TO PLAINTIFF'S
REQUESTS TO ADMIT

Defendant J.S. Hall, Inc. hereby responds to Plaintiff's Requests to Admit to Defendant pursuant to Rule 36 of the South Carolina Rules of Civil Procedure as follows:

1. Admit that Jason Hall, Jr. shot Kevin Watkins and Robert Blankston on January 28, 2014 while "on call" as an employee for J.S. Hall, Inc.

ANSWER:

Defendant, upon information and belief, admits only that Jason Hall, Jr. shot Mr. Watkins and Mr. Blankston on January 28, 2014, but denies that Jason Hall, Jr. was either an employee of Defendant or "on call" for Defendant on January 28, 2014.

2. Admit the firearm used in the shooting described in the complaint was owned by Jason Hall, Sr. on the date of that shooting.

ANSWER:

Admitted.

3. Admit the defendant acted within scope and course of his employment of caretaker of the property where the pertinent shooting occurred.

ANSWER:

Defendant objects to this Request to the extent that use of the term "defendant" is overly vague in regard to which particular Defendant the Plaintiff is referring to. Subject to and without waiving said objection, this Request is denied.

4. **Admit "J.S. Hall, Inc." appears on checks written to Jason Hall, Jr.**

ANSWER:

Defendant admits that it has written checks to Jason Hall, Jr. when he was employed by this Defendant from approximately 1998 to 2005 and that it wrote occasional checks to Jason Hall, Jr. in 2006 and 2007 after his employment with J.S. Hall, Inc. had already ended.

5. **Admit Jason Hall, Jr. is an employee of J.S. Hall, Inc.**

ANSWER:

Denied.

6. **Admit a background check was never performed as to Jason Hall, Jr.**

ANSWER:

Defendant admits that when Jason Hall, Jr. was previously employed by Defendant, it did not perform a background check on Jason Hall, Jr. because he was the owner's son.

7. **Admit Jason Hall, Jr. was not reprimanded as a result of the events giving rise to this complaint.**

ANSWER:

Defendant objects to this Request to the extent that it incorrectly assumes that Jason Hall, Jr. was Defendant's employee at the time of the events at issue or that Defendant had any other legal right to "reprimand" Jason Hall, Jr. Subject to and without waiving any such objections, Defendant admits that it did not reprimand Jason Hall, Jr. as a result of the events at issue and that it would not have been appropriate for Defendant to do so because Jason Hall, Jr. is not and was not employed by Defendant at the time of those events.

8. **Admit Jason Hall, Jr. is allowed to live in his current residence as partial compensation for his duties as caretaker and that J.S. Hall, Inc. pays the remaining portion of Jason Hall, Jr.'s compensation.**

ANSWER:

Defendant objects to this Request to the extent that it incorrectly assumes that Defendant employs Jason Hall, Jr. or pays anything to or on behalf of Jason Hall, Jr. in compensation. Defendant also objects to this Request to the extent that it assumes that this Defendant owns or manages the property where Jason Hall, Jr. lives. Subject to and without waiving said objections, Defendant, upon information and belief, admits only that Martha Hall allows Jason Hall, Jr. to live in his current residence. Otherwise, this Request is denied.

9. **Admit Jason Hall, Sr. comingles his own funds with those of J.S. Hall, Inc.**

ANSWER:

Denied.

10. **Admit J.S. Hall does not have sufficient insurance coverage to cover a potential injury verdict which exceeds \$100,000.00**

ANSWER:

Defendant objects to this Request to the extent that it assumes that Defendant is or should be held liable to any party in the above-captioned matter. Subject to and without waiving said objection, Defendant admits that it does not currently have insurance coverage for purposes of this lawsuit.

11. **Admit J.S. Hall, Inc. was undercapitalized at its inception.**

ANSWER:

Denied.

12. **Admit J.S. Hall, Inc. has never recorded minutes.**

ANSWER:

Admitted.

13. **Admit J.S. Hall, Inc. does not following the corporate form.**

ANSWER:

Denied.

14. **Admit J. S. Hall, Inc. is a mere sham and shell used by Jason Hall, Sr.**

ANSWER:

Denied.

15. **Admit the plaintiff was injured as a proximate result of the negligence and recklessness of Jason Hall, Sr. and J.S. Hall, Inc., including negligent hiring and supervision.**

ANSWER:

Denied.

Courtney C. Atkinson

Courtney C. Atkinson, S.C. Bar #71992

METCALFE & ATKINSON, LLC

9 Toy Street

Greenville, South Carolina 29601

864-214-2319

catkinson@malawfirmssc.com

Attorneys for Defendant J.S. Hall, Inc.

May 29, 2015
Greenville, South Carolina

RULE 8. GENERAL RULES OF PLEADING

(a) **Claims for Relief.** A pleading which sets forth a cause of action, whether an original claim, counterclaim, cross-claim, or third-party claim, shall contain (1) a short and plain statement of the grounds including facts and statutes upon which the court's jurisdiction depends, unless the court already has jurisdiction to support it, (2) a short and plain statement of the facts showing that the pleader is entitled to relief, and (3) a prayer or demand for judgment for the relief to which he deems himself entitled. Relief in the alternative or of several different types may be demanded. Relief for a sum certain in money may be demanded for actual damages, but claims for punitive or exemplary damages shall be in general terms only and not for a stated sum, provided however, a party may plead that the total amount in controversy shall not exceed a stated sum which shall limit the claim for all purposes.

(b) **Defenses; Form of Denials.** A party shall state in short and plain terms the facts constituting his defenses to each cause of action asserted and shall admit or deny the averments upon which the adverse party relies. If he is without knowledge or information sufficient to form a belief as to the truth of an averment, he shall so state and this has the effect of a denial. Denials shall fairly meet the substance of the averments denied. When a pleader intends in good faith to deny only a part or a qualification of an averment, he shall specify so much of it as is true and material and shall deny only the remainder. Unless the pleader intends in good faith to controvert all the averments of the preceding pleading, he may make his denials as specific denials of designated averments or paragraphs, or he may generally deny all the averments except such designated averments or paragraphs as he expressly admits; but, when he does so intend to controvert all its averments, including averments of the grounds upon which the court's jurisdiction depends, he may do so by general denial subject to the obligations set forth in Rule 11.

(c) **Affirmative Defenses; Reply.** In pleading to a preceding pleading, a party shall set forth affirmatively the defenses: accord and satisfaction, arbitration and award, assumption of risk, condonation, contributory negligence, discharge in bankruptcy, duress, fraud, illegality, injury by fellow servant, laches, license, misrepresentation, mistake, payment, plene administration or the administration of the estate is closed, recrimination, release, res judicata, statute of frauds, statute of limitations, waiver, and any other matter constituting an avoidance or affirmative defense. When a party has mistakenly designated a defense as a counterclaim or a counterclaim as a defense, the court shall treat the pleading as if there had been a proper designation. A party may file a reply to any of the foregoing affirmative defenses.

(d) **Effect of Failure to Deny.** Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading. Averments in a pleading to which no responsive pleading is required or permitted shall be taken as denied or avoided.

(e) **Pleading to Be Concise and Direct; Consistency.**

(1) Each averment of a pleading shall be simple, concise, and direct. No technical forms of pleading or motions are required.

(2) A party may set forth two or more statements of a cause of action or defense alternatively or hypothetically, either in one count or defense or in separate counts or defenses. When two or more statements are made in the alternative and one of them if made independently would be sufficient, the pleading is not made insufficient by the insufficiency of one or more of the alternative statements. A party may also state as many separate causes of action or defenses as he has regardless of consistency and whether based on legal or on equitable grounds or on both. All statements shall be made subject to the obligations set forth in Rule 11.

(f) **Construction of Pleadings.** All pleadings shall be so construed as to do substantial justice to all parties.

[Amended effective May 1, 1986; July 1, 1995.]

Notes

This Rule 8(a) is in the same general language as the Federal Rule with the important distinction that the State practice requiring pleading of the facts (rather than a "statement of the claim") is retained. The prayer or demand for relief is also designated as a part of the pleading to finally eliminate confusion on that point. Liberal rules as to amendment throughout (i.e., Rule 15) enable the parties to conform the pleadings to the facts and relief demanded as they develop. See Rule 54(c). The final sentence is added to eliminate prayers for exaggerated and sensational claims for damages.

This Rule 8(b) is the same as the Federal Rule. It abolishes the "general denial" unless the pleader can controvert every allegation of the complaint, including the jurisdictional allegations. Every allegation must be specifically admitted or denied. Failure to deny constitutes admission. An answer neither admitting nor denying but "demanding proof thereof" is insufficient. The pleader must deny in good faith all parts of an averment not admitted.

This Rule 8(c) is the same as the Federal Rule except for some affirmative defenses added to the list as a guide. The aim is to avoid the "surprise" defenses permissible under the old general denial answer, and require the defendant also to stick to "fact" pleading. The last sentence permits a fact pleading reply to all affirmative defenses. This reinforces the intent to fix the facts by the pleadings, an important departure from the Federal Rules approach to pleadings.

This Rule 8(d) is simply a restatement of Code § 15-18-80.

These Rules 8(e) and 8 15-40 and 15-13-20, and This Rule does not allow action in one count.

Notes to

Rule 8(a) is amended may determine the jurisdiction of the courts, as well as the merits. As originally adopted, damages placed no limit on the scope of the claim, and permits the pleader to state the actual injury suffered.

Rule 8(b) is amended required for both the counts.

The affirmative defenses are added to Rule 8(c) and pleadings in Family Court.

Note to

Rule 8(c) is amended to conform the amendment does not apply because duress is not a defense and the concluding clause be asserted as a matter of course.

RULE 9. PLEADING

(a) **Capacity.** It is the capacity of a party to sue or be sued or the legal existence of persons that is made required to show the party desires to raise the issue of any party or the capacity of the authority to sue or the authority to represent capacity. A negative averment, with particulars as are required.

(b) **Fraud, Mistake, or Misrepresentation.** Averments of fraud or mistake or misrepresentation shall be stated with particularity. Malice or condition of mind of the party shall be stated with particularity.

(c) **Conditions Precedent.** Performance or occurrence of conditions precedent shall be stated with particularity. If performance or occurrence of conditions precedent have been performed or occurred with particularity.

(d) **Official Documents.** Official documents or records shall be stated with particularity. That the document is in compliance with law.

(e) **Judgment.** Judgment of a domestic or foreign court shall be stated with particularity.

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Letitia Verdin, Circuit Court Judge

Appellate Case No. 2015-001720

RECEIVED

MAR 08 2016

SC Court of Appeals

Kevin Watkins.....Appellant,

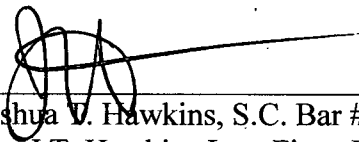
v.

J.S. Hall, Inc.....Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 23, 2016


Joshua V. Hawkins, S.C. Bar #78470
The J.T. Hawkins Law Firm, LLC
1225 South Church Street
Greenville, South Carolina 29605
Tel: (864) 275-8142
Attorney for Appellant