STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM SUMTER COUNTY

COURT OF COMMON PLEAS

Hon. George C. James, Jr., Circuit Court Judge

RECEIVED
JUN 08 2016
SC Court of Appeals

Appellate Case No: 2015-002481

Charles Taylor,.....Appellant

v.

Stop "N" Save, Inc., d/b/a,
El Cheapo Plus #7 and Roy Rahal,.....Respondent

AMENDED RECORD ON APPEAL

CHARLES TAYLOR, APPELLANT
332 MYRTLE BEACH HIGHWAY
SUMTER SOUTH CAROLINA 29153
(803) 609-7990 APPELLANT--PRO SE

Defendants' Counsels of Record:
Lead-Gray T. Culbreath, Esq.,
James, E. Brogdon, Esq., and
Jessica A. Waller, Esq., of
Gallivan, White & Boyd, P.A.
Post Office Box 7368
Columbia, SC. 29202
(803) 779-1833; AND
Randy J. Soriano, Esq., of
Bryan Cave, LLP.
211 N. Broadway/Suite 3600
St. Louis, Missouri 63102
(314) 259-2384; AND
Julia L. Fenwick, Esq., of
Bryan Cave, LLP.
1 Atlantic Center, 4th Fl.
1201 W. Peachtree St., NW.
Atlanta, Georgia 30309
(404) 572-6923

VOLUME 2 OF 3
P. 501--1000

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF SUMTER

Charles Taylor, Plaintiff

v.

U-Haul Corporation U-Haul Co. of S.C., Inc., U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7, U-Haul Driver/Reginald Morton and U-Haul Driver/Dana Goins, Defendants

SUBPOENA IN A CIVIL CASE

Case Number: 2013-CP-43-1808

Pending in Sumter County

TO: Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Sumter County Courthouse 141 North Main Street, Room 209 Sumter, SC	Tuesday, May 20, 2014 beginning at 9:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below. (list documents of objects):

PLACE	DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature Indicate if Attorney for Plaintiff or Defendant	4/29/14 Date	James E. Brogdon, III Attorney for Defendant U-Haul and El Cheapo #7 Print Name

Attorney's Address and Telephone Number :

Gallivan, White & Boyd, P.A.
P.O. Box 7368
Columbia, SC 29202
(803) 779-1833

Clerk of Court/Issuing Officer's Signature	Date	Print Name

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE	☐YES ☒ NO AMOUNT $
SERVED ON	Mr. Charles Taylor	MANNER OF SERVICE U.S. Mail
SERVED BY	Heather Hagen	TITLE Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 4/29/14

SIGNATURE OF SERVER

ADDRESS OF SERVER 1201 Main Street, Suite 1200 Columbia SC 29201

Rule 45, South Carolina Rules of Civil Procedure, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, vs. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7 and ROY RAHAL'S** **AMENDED** **NOTICE OF TAKING VIDEO DEPOSITION OF CHARLES TAYLOR**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 and 32 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal, by and through their undersigned counsel, will take the video deposition of the individuals listed below, upon oral examination, before a Notary Public or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT:	Charles Taylor
DATE:	Tuesday, April 29, 2015
TIME:	10:00 a.m.
LOCATION:	Sumter County Courthouse 141 N. Main Street, Room 209 Sumter, South Carolina

The witness is commanded to produce any and all correspondence, handwritten notes or journals of events that pertain to the causes of action, all documentation of damages, sketches, photographs, invoices, as well as any other documentation which you contend supports the

claims and allegations in this case as well as any and all exhibits or other documents which may be used in the trial of this case.

The issuing party hereby provides notice to counsel that he or she is reserving the right to question the witness(es) with respect to any document or tangible thing produced in discovery by any party or witness prior to the taking of the deposition; if opposing counsel lacks copies of any such documents, the issuing party will provide copies upon timely request. The issuing party will also question the witness(es) with respect to all documents or tangible things produced by the witness(es) at the deposition.

You are hereby notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY:

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #79159)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
April 15, 2015

STATE OF SOUTH CAROLINA COUNTY OF SUMTER	)	IN THE COURT OF COMMON PLEAS 3RD JUDICIAL CIRCUIT
Charles Taylor, Plaintiff, v. (1) Stop "N" Save, Inc., d/b/a El Cheapo Plus #7; (2) Roy Rahal, Defendants.	)	Civil Action No.: 2013-CP-43-1808 **CERTIFICATE OF SERVICE**

The undersigned, Leslie Allen Priester, legal assistant to Gray T. Culbreath, hereby certifies that she served the following documents on behalf of Defendants Stop "N" Save, Inc., d/b/a El Cheapo and Roy Rahal upon the below listed by depositing a copy of the same in the United States mail, on April 16, 2015, with sufficient postage annexed thereto, addressed as follows:

DOCUMENTS	RECIPIENTS
Notice of Video Deposition of Charles Taylor	**Mr. Charles Taylor** **332 Myrtle Beach Highway** **Sumter, SC 29153**

Leslie Allen Priester

Leslie Allen Priester

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Charles Taylor, Plaintiff, vs. (1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal, Defendants.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT Civil Action No.: 2013-CP-43-1808 **DEFENDANTS STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7 and ROY RAHAL'S** **AMENDED** **NOTICE OF TAKING VIDEO DEPOSITION OF CHARLES TAYLOR**

TO: CHARLES TAYLOR, *PRO SE* PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 and 32 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal, by and through their undersigned counsel, will take the **video deposition** of the individuals listed below, upon oral examination, before a Notary Public or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournments thereof.

DEPONENT:	Charles Taylor
DATE:	Thursday, May 7, 2015
TIME:	10:00 a.m.
LOCATION:	Sumter County Courthouse 141 N. Main Street, Room 209 Sumter, South Carolina

The witness is commanded to produce any and all correspondence, handwritten notes or journals of events that pertain to the causes of action, all documentation of damages, sketches, photographs, invoices, as well as any other documentation which you contend supports the

Exhibit D-5

claims and allegations in this case as well as any and all exhibits or other documents which may be used in the trial of this case.

The issuing party hereby provides notice to counsel that he or she is reserving the right to question the witness(es) with respect to any document or tangible thing produced in discovery by any party or witness prior to the taking of the deposition; if opposing counsel lacks copies of any such documents, the issuing party will provide copies upon timely request. The issuing party will also question the witness(es) with respect to all documents or tangible things produced by the witness(es) at the deposition.

You are hereby notified to appear and take such part in the examination as you may be advised and as shall be fit and proper.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY:

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #79159)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
April 29, 2015

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Charles Taylor,

Plaintiff,

v.

(1) U-Haul Corporation
U-Haul Co. of S.C., Inc.;

(2) U-Haul Dealer in Sumter, SC. i.e. EL CHEAPO PLUS #7;

(3) U-Haul driver/Reginald Morton;

(4) U-Haul driver/Dana Goins,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

Civil Action No.: 2013-CP-43-1808

CERTIFICATE OF SERVICE

The undersigned employee of Gallivan, White & Boyd, P.A., does hereby certify that I have served all counsel in this action with a copy of the document(s) listed below by depositing same in the United States Mail, first class postage prepaid, to the address indicated below.

DOCUMENT(S):	Amended Notice of Taking Deposition of Plaintiff Charles Taylor
COUNSEL SERVED:	Charles Taylor, pro se 332 Myrtle Beach Highway Sumter, SC 29153

Leslie A. Priester

Leslie Allen Priester

Columbia, South Carolina
April 29, 2015

STATE OF SOUTH CAROLINA
ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF SUMTER

Charles Taylor, Plaintiff

v.

STOP 'N' SAVE, INC. d/b/a EL CHEAPO PLUS #7 and Roy Rahal

SUBPOENA IN A CIVIL CASE

Case Number: 2013-CP-43-1808

Pending in Sumter County

TO: Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Sumter County Courthouse 141 North Main Street, Room 209 Sumter, SC	Thursday May 7, 2015 beginning at 10:00 a.m.

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

PLACE	DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature — April 30 2015 (Date) — Gray T. Culbreath, Attorney for Defendant U-Haul and El Cheapo #7 (Print Name)

Indicate If Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number:
Gallivan, White & Boyd, P.A.
P.O. Box 7368
Columbia, SC 29202
(803) 779-1833

Clerk of Court/Issuing Officer's Signature — Date — Print Name
Pro Se Litigant's Name, Address and Telephone Number:

PROOF OF SERVICE

SERVED	DATE PLACE	FEES AND MILEAGE TENDERED TO WITNESS ☐YES ☒NO AMOUNT $
SERVED ON	Mr. Charles Taylor	MANNER OF SERVICE U.S. Mail
SERVED BY	Leslie Allen Priester	TITLE Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on: 4/30/15

Leslie A. Priester
SIGNATURE OF SERVER

ADDRESS OF SERVER 1201 Main Street, Suite 1200 Columbia SC 29201

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

May 27, 2015

To: Mr. James E. Brogdon, III, Esq.
PO Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Mr. Brogdon:

I'm contacting 2 court reporters for my Deposition of Defendants at 10 am on Tuesday June 2, 2015 here in Sumter at the County Library by the new Courthouse. As a backup, if there is a problem for any reason, I expect to use the court reporter you produce there 10am & he will be paid accordingly by me for Defendants' Deposition in accordance with the SCRCP as always.

But be under no illusions, Defendants will not get my deposition without me getting theirs!

REGARDLESS TO HOW THEY MANUEVER TO DO SO!

Sincerely Yours,

Charles Taylor,
Plaintiff;

RECEIVED
JUN 01 2015
BY:

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

Exhibit D-6

August 20, 2015

Gray T. Culbreath, Esq.
Post Office Box 7368
Columbia, S.C. 29202

RECEIVED
AUG 28 2015
BY:

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a Bl Cheapo Plus #7 & Roy Rahal.

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

That as to inspection of the subject property, I has available and has set aside only September 11, 2015–at 4pm; for a variety of reasons, including health ones–include gastro intestinal problems for which I must prepare to see a gastroenterologist, *re.said stress*, for possible internal bleeding etc. per the Doctors. Also, I will need the name, address, & some form of I.D., for anyone who wish to enter subject house, so I can have a release ready to be sign by each, releasing me from any/ all liability from whatever might happen to them while in that house, because, I almost broke both my legs, *floor cave in*, last time I was in there. Thus I haven't been back in it for many months. Also, I saw deadly rattle & black snakes, I wasn't able to kill, going under & maybe inside now etc. So anyone who wish to enter must do so at their own risk-not mines-the reasons for said action.

Please be mindful, I'm permitting inspection per above, notwithstanding your flawed 8-13-15 request &; Also, their agents, before, had already inspected the property, trespassing without permission-albeit. Also, I want the items attached beforehand; again; all now needed; as to both of the Defendants.

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

Exhibit D-7

June 15, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Mr. Culbreath:

I have been waiting since the 1st hearing before Judge Young 6-2-14 I believe, and since 6-2-15, for [redacted]

(1) The Agreements any/all between Defendants and U-Haul;
(2) The U-Haul Truck Rental Rules and Procedures for Agents/Dealers;
(3) The U-Haul Liability Policy that Covers Agents/Dealers;
(4) The Liability Policy of Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 carried w/any other(s); &
(5) The Defendants Federal & State Tax Returns for 2014 back to 2010.

Please see to this being done promptly so as not to stand in the way [redacted]

Sincerely Yours,

Charles Taylor
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF VS. (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANT	)	IN THE COURT OF COMMON PLEAS 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **Plaintiff's Request for Truck Inspection**

To the Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

YOU WILL PLEASE TAKE NOTICE: That pursuant to the applicable SCRCP, Plaintiff hereby request the Defendants herein above, permit the inspection of the subject U-Haul truck as follows;

1.Permit the inspection of the subject U-Haul truck rented by Defendants on 6-1-13 to Reginald Morton, with no driver's license, with which truck he, (Reginald Morton), used in his attempt to destroy Plaintiff's rental house located at 334 Myrtle Beach Hwy Sumter South Carolina 29153;

2.Permit the inspection at the same place above-whereat the subject damages was done on 6-1-13;

3.Permit the inspection at 4pm September 11, 2015, and;

4.That if the subject truck is not produced as requested above, that will be taken to mean that the damages to it have been repaired; and therefore, no need to produce it for inspection re this case;

5.In which case the photos taken *before-not after* the repairs were made shall be produced to Plaintiff in lieu of.

You are hereby notified to appear and take part in the inspection as you may deem advisable, fit and proper in accordance with the SCRCP and the 7-1-15 stat. conference and the 7-8-15 Court Order.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 609-7990

Sumter, South Carolina
August 20, 2015

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's Request for Truck Inspection.

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted:

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

August 20, 2015

Rec'd 11/27/13
00307/01556
JFK/ERR/BS3

RECORDED
2013 NOV 21 PM 4:02
CLERK OF COURT
SUMTER COUNTY S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER) 3RD JUDICIAL CIRCUIT
) CASE NO.: 2013-CP-43 - 1808

CHARLES TAYLOR) **S.C. MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
Plaintiff,)
vs.)
U-HAUL CORPORATION et al)
Defendant.)

Plaintiff's Attorney	Defendant's Attorney:
Charles Taylor, Bar No.	Brandon S. Smith, Bar No 100753
Address: 332 Myrtle Bch Hwy SumtSC29153	Address: PO Box 11070 Cola SC 29211
Phone: 883 7005 Fax	Phone: 799 2000 Fax
E-mail: Other:	E-mail: Other:

[x] **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: for ruling, strike, summary
Estimated Time Needed: 1/2 to 1 hr Court Reporter Needed: [x] YES/[ ] NO

SECTION II: Motion/Order Type

[x] Written motion attached
[ ] Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for [x] Plaintiff / [ ] Defendant November 21, 2013 Date submitted

SECTION III: Motion Fee

[ ] PAID – AMOUNT: $
[ ] 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.	JUDGE CODE
[ ] Other:	Date: , 20

CLERK'S VERIFICATION

Collected by: Date Filed: , 20

[ ] MOTION FEE COLLECTED: $
[ ] CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

Exhibit E-1

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

CHARLES TAYLOR

PLAINTIFF,

VS.

(1).U-HAUL CORPORATION
u-haul co. of s. c., inc.;

(2).Specific u-haul Dealer herein
Sumter SC identity yet unknown;

(3).u-haul driver/Reginald Morton;
(4).u-haul truck driver/Dana Goins;

DEFENDANTS,

RECORDED
2013 NOV 21 PM 4:02
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT

C/A Case No: 2013-CP-43-1808

Notice And

PRIORITY MOTION:

re: A, B-O, & P below

TO: Attorneys John F. Kuppens and Brandon S. Smith for the above named defendants; please take ***notice*** that, before the presiding Judge of the 3rd Judicial Circuit sitting in Sumter County, Sumter, SC. @ the Judicial Center 215 North Harvin Street 29150; on the 10th day after service hereof or as soon thereafter as plaintiff may be heard for an order upon the subject matter: that

(A). **Plaintiff will move**--per defendants answers--for a ***ruling*** on defendants two claims averred in its *paragraph* #(1). That U-Haul Corporation is not a proper party to this action; **and** that U-Haul Corporation--no such entity exists--both of which claims plaintiff denies as false; and that;

Plaintiff will further move, per B-O below, per scrcp 12(f), to ***strike***:

(B).Defendants *paragraph* #(2); which alleges defendants lack knowledge-information to form a belief as to the truth of the allegations of paragraph 2 in complaint; which is false--defendants do indeed have such knowledge and information; & the same for defendants *paragraphs* #(3)-(5); &

(C).Defendants *paragraphs* #(6)-(13); which deny the allegations in complaint; which denials are patently false and untruthful in the least as plaintiff will show---all done in bad faith, and interposed for delay, and otherwise in contravention of SCRCP 11 and 12-applicable parts; & accordingly, plaintiff move to strike said *paragraphs* above in defendants answers; and that

Further, per defendants affirmative defenses, plaintiff will move to ***strike;***

(D).Defendants *paragraph* #(16); because the complaint did not fail as allege by defendants;

(E).Defendants *paragraph* #(17); because said parties were properly serve per the rules--they then hired Attorneys Kuppens and Smith to represent them----see their answers to complaint;

(F).Defendants *paragraph* #(18); because such is irrelevant as plaintiff only want his total investment back out of which house defendants negligence caused to now be un-saleable;

(G).Defendants *paragraph* #(19); because plaintiff has--will receive no other such amounts;

(H).Defendant *paragraph* #(20); because the damages by admission was cause by defendants;

(I).Defendant *paragraph* #(21); because the damages by admission was caused by defendants negligence & seen by plaintiff and thereafter defendants refused any compensation to mitigate;

(J).Defendants *paragraph* #(22); because defendant did not fail to mitigate subject damages;

(K).Defendant *paragraph* #(23); because the complaint pled sufficiently for punitive damages; except in a general amount rather than the specific amount pled as a cap;

(L).Defendants *paragraph* #(24); because the particulars of the case pled are punitive damages eligible in whatever lawful amounts sufficient to deter the targeted behavior up to the capped amounts pled;

CERTIFICATE OF SERVICE

RECORDED
2013 NOV 21 PM 4:02
CLERK OF COURT
SUMTER COUNTY, S.C.

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U. S. Mail from Sumter, South Carolina on the date listed below.

PLEADINGS SERVED: Priority Motion

To all defendants via their Attorney(s):

John F. Kuppens, Esq.
1320 Main Street
17th Floor
Columbia, SC. 29201

And To:

Brandon S. Smith, Esq.
PO Box 11070
Columbia, SC. 29211

Respectfully Submitted;

BY:
CHARLES TAYLOR, PLAINTIFF PRO SE
332 MYRTLE BEACH HIGHWAY
SUMTER, SOUTH CAROLINA 29153
(803)-883-7005

Sumter, South Carolina

November 21, 2013

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
3RD JUDICIAL CIRCUIT

COUNTY OF SUMTER) CASE NO: 2013 -CP- 43 - 1808

RECORDED
2015 AUG 21 PM 3:19
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

CHARLES TAYLOR) MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff,

vs.

Stop "N" Save, Inc. d/b/a)
El Cheapo Plus #7 & Roy Rahal)
Defendant.)

Plaintiff's Attorney: Charles Taylor, Bar No. Pro Se	Defendant's Attorney: Gray Culbreath et al, Bar No 11907
Address: 332 Myrtle Bch Hwy Sumt SC 29153	Address: PO Box 7368 Cola SC 29202
Phone: 803-609-7990 Fax	Phone: 724-1850 Fax 779-1767
E-mail: ugcards@aol.com	E-mail: gculbreath@GWBlawfirm.com

[x] MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
[ ] FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
[ ] PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Leave to amend SCRCP 15(b)

Estimated Time Needed: 15 min Court Reporter Needed: [x] YES / [ ] NO

SECTION II: Motion/Order Type

[x] Written motion attached
[ ] Form Motion/Order

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

Signature of Attorney for [x] Plaintiff / [ ] Defendant August 21st, 2015 Date submitted

SECTION III: Motion Fee

[x] 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.	JUDGE CODE _____
[ ] Other:	Date: _____, 20

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____, 20 ___

[ ] MOTION FEE COLLECTED: $ _____
[ ] CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

RECORDED
2015 AUG 21 PM 3:14
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Plaintiff's Notice & Motion for Leave to Amend Pleadings per SCRCP 15(b-c)

To: The Court; and The Law Firms of Gallivant, White and Boyd, P.A., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

Plaintiff's notice and motion for leave to amend his pleadings pursuant to SCRCP 15(b-c):

FIRST:

(1).Plaintiff--moves the court for leave to amend his pleadings pursuant to SCRCP 15(b-c)-relevant portions, since Defendants refuse to grant their voluntary permission; to add U-Haul International, Inc., as an agency defendant only, after their true-correct-name-entity-identity had been concealed prior to full discovery–for which Plaintiff fought–after which now admitted agency-see **exhibit p.6-14 attached;**

(2).That intentional concealment was for purpose to get U-Haul Corporation & U-Haul Co. SC. inc., dismiss from case-*to duck by fraud agency liability*-which they achieve 6-2-14-**see ex. p.3 attached;**

(3).They were dismiss (let) out cause--effectively–defense counsels *p.1 top* argued to court 6-2-14—no agency-(*it wasn't true of course p.6-14*); & also they deny that U-Haul Corp. was a proper party to this action, & as a clincher--argued effectively to--that--no such entity even exists—**see exhibit p.4 attached;**

Note todate–they still *want* provide a copy of the agency agreement-*nulling*-between them & U-Haul.

(4).They then, would not reveal the true-proper-name-entity or (*agency*) until it was found out in discovery (p.6 attached); & confronted w/ that, Defendant Rahal, to avoid further perjury, had to & did finally admit the whole thing (*agent-agency*) in his 6-2-15 deposition--**see exhibit p.7-14 attached;**

(5).That--long story short--it's not hard now to see what the defense did & why--this motion now; & that again-for good measure, Plaintiff's motion here is pursuant to SCRCP 15(b-c) relevant portions;

(6).That the proper-name-entity--U-Haul International, Inc.; (Headquarters; Phoenix, Arizona. USA); was never yet a proper name party to this suit, for the stated reasons above, until now, if the motion for leave to amend is granted & Plaintiff prays so-believing entitlement re SCRCP 15(b-c) relevant portions.

SECOND

(7).That Plaintiff also move, pursuant to SCRCP 15(b)-relevant portions, to amend his pleadings to confirm to the Plaintiff's (summary) evidence as detailed in:

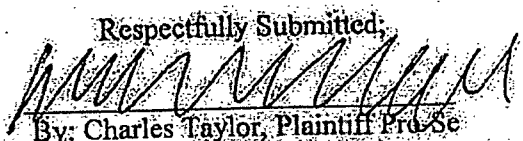
#1.Plaintiff's 6/9/14 amended complaint;

#2.Plaintiff's 6/5/15 summary judgment motion;

#3.Plaintiff's memorandumS #1 thru #10-file 6/24/15 thru 9/25/15 supporting his summary motion etc.

And these each to be treated as a, **verbatim-hearing-exhibit**, supporting Plaintiff's summary motion; & same each treated as a, **verbatim-hearing-exhibit**, opposing Defendants' summary judgment motion; & Any else in the file--to be used (in) (if) supporting Plaintiff's summary motion and opposing Defendants'.

Respectfully Submitted;



By: Charles Taylor, Plaintiff Pro Se
332 Myrtle Bch Hwy-Sumter SC 29153 Ph. 609-7990

Sumter, South Carolina
August 21, 2015

FORM 4

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

RECORDED 2014 JUN -2 PM 4:36
JAMES C. CAMPBELL CLERK OF COURT SUMTER COUNTY, S.C.

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP4301808

PLAINTIFF(S)	DEFENDANT(S)
Charles Taylor	U-Haul Corporation Dana Goins Roy Rahal Reginald Morton UHaul Dealer Odell Morton
Submitted by: Clerk of Court	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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

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

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

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: **Defendant's Motion to Dismiss has been granted as to U-haul Corporation and Uhaul of South Carolina Only.**

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.**

2156 6/2/2014

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

p.3
w/ plaintiff's 8-21-15
rule 15(b) motion

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SUMTER	)	THIRD JUDICIAL CIRCUIT
CHARLES TAYLOR,	)	Civil Action No. 2013-CP-43-1808
Plaintiff,	)	
vs.	)	
(1) U-HAUL CORPORATION, u-haul co. of s.c., inc.;	)	**DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT**
(2) Specific u-haul Dealer herein Sumter SC identity yet unknown;	)	
(3) u-haul driver/Reginald Morton;	)	
(4) u-haul truck driver/Dana Goins;	)	Jury Trial Requested
Defendants.	)	

Defendants named as U-Haul Corporation, U-Haul Co. of South Carolina, Inc. ("UHSC"), Specific U-Haul Dealer in Sumter, SC ("Unnamed Dealer"), Reginald Morton ("Morton"), and Dana Goins ("Goins") (collectively "Defendants") answer Plaintiff's Complaint and state as follows. As set forth in Paragraph 1, U-Haul Corporation is not a proper party to this action and should be dismissed. Every allegation not specifically admitted in this Answer is expressly denied.

FOR A FIRST DEFENSE

1. Defendants admit the allegations of Paragraph 1 to the extent they can be construed to allege that UHSC conducts business in South Carolina. However, Defendants deny that U-Haul Corporation is a proper party to this action, as no such entity exists. Defendants deny the remaining allegations contained in Paragraph 1.

p.4
w/ plaintiff's 8-21-15
rule 15(b) motion

July 15, 2015

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, SC. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: C/A: 2013-CP-43-1808-Taylor v. Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal,

Dear Mr. Culbreath:

Continuing in the spirit of civility and cooperation per our 7-1-15 status conference w/d Judge James:

This letter is to kindly ask you /defendant's permission to amend the 6/9/14 amended complaint to add: U-Haul International, Inc., as an agency defendant, etc. You/defendants can of course thereafter amend your answer to reply to that which is added; as nothing will be changed in the 6/9/14 amended complaint; but only added re; agency. Thus I'm not attaching a proposed copy of the same 6/9/14 complaint here again, for now. This request is in hopes of avoiding a time consuming motion just to add as stated-while discovery is still going on and trial several months away to December 7, 2015. Please reply promptly so I'll know if I need to file the said motion.

I'm attaching some proof of their agency in hopes that it want be argued to the contrary now. In any case, consider this a friendly reminder, to put U-Haul International, Inc. on notice as an agency Defendant pursuant SCRCP 15(c).

Sincerely Yours,

Charles Taylor
Plaintiff

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.5
w/ plaintiff's 8-21-15
rule 15(b) motion

BRYAN CAVE

U-HAUL AGREEMENT WITH INDEPENDENT DEALERS DOES NOT VIOLATE ANTITRUST RULES

March 9, 2005

PHOENIX -- Based on a review of the agreements between U-Haul Companies and independent dealers, a federal appeals court concluded that the dealers are truly agents, allowing pricing to be determined by the U-Haul Companies.

"This opinion validates the way we do business," said Larry De Respino, U-Haul director of Litigation. "U-Haul Companies and dealers across the nation can continue to provide consumers with the same great products and service, at the lowest cost."

U-Haul Companies conduct the rental business through a network of more than 1,300 company-owned rental centers and about 13,700 independent dealers. The independent dealers typically are hardware stores, storage centers, gas stations and other businesses.

U-Haul was represented by a team of lawyers from the national law firm of Bryan Cave LLP led by Lawrence Scarborough, a partner in the Phoenix office.

"Along with validating the agency relationship," Scarborough said, "the contracts clearly stated that the U-Haul Companies would bear the risk of loss or damage to the equipment, thereby refuting any possibility of coercion on the part of the companies."

The Bryan Cave team that assisted U-Haul in this claim also included Partner Alex Grimsley and Associates Meridyth Andresen, Arindam Kar and Jason Hall.

Bryan Cave is among the 35 largest law firms in the world and has a diversified international practice. The firm represents a wide variety of business, financial, institutional and individual clients, including publicly held multinational corporations, large and mid-sized privately held companies, partnerships and emerging companies. Aided by extensive investments in technology, Bryan Cave's 800 lawyers in 15 offices across the United States, United Kingdom, the Middle East and Asia efficiently serve clients' needs in the world's leading business and financial markets.

For more information, contact
Luis Mocete at 212/541-1141
luis.mocete@bryancave.com

p.6
w/ plaintiff's 8-21-15
rule 15(b) motion

PLAINTIFF'S ITEM #1
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

1 MR. TAYLOR: Are you going to let him
2 answer it?
3 MR. CULBREATH: He can answer the
4 question. I'm objecting --
5 MR. TAYLOR: Okay.
6 MR. CULBREATH: -- to the form.
7 MR. TAYLOR: All right. Okay.
8 MR. CULBREATH: I have not instructed
9 him to not answer.
10 MR. TAYLOR: Okay. All right.
11 MR. CULBREATH: I've simply objected
12 to the form.
13 BY MR. TAYLOR:
14 Q. So my question is are the dealers, which
15 you've said you're a dealer?
16 A. Uh-huh.
17 Q. Are you truly agents of U-Haul when
18 renting the trucks to the public?
19 MR. CULBREATH: Object to the --
20 THE WITNESS: Yes.
21 MR. CULBREATH: -- form.
22 BY MR. TAYLOR:
23 Q. All right. Who actually own the U-Haul
24 trucks rented to the public in general?
25 A. Who owns it?

p.7
w/ plaintiff's 8-21-15
rule 15(b) motion

1 first --

2 MR. CULBREATH: All right.

3 MR. TAYLOR: -- before I sign it and

4 send it back to you.

5 MR. CULBREATH: We'll send you one.

6 MR. TAYLOR: Okay. Very well.

7 BY MR. TAYLOR:

8 **Q. My next question is does the agreement**

9 **with U-Haul spell out who gets what when and how**

10 **much of the rental money?**

11 MR. CULBREATH: Object to the form.

12 You can answer the question.

13 THE WITNESS: Okay. We just -- as I

14 stated before, I'm an agent and basically what I do

15 is the paperwork. And, you know, they have, you

16 know, rules, you know, that I've been trained to do

17 the contracts and so it could be a rise --

18 BY MR. TAYLOR:

19 **Q. With the customer you're talking about?**

20 A. Yes.

21 **Q. Okay. Go ahead.**

22 A. If I didn't fill -- you know, fill the

23 whole thing, won't skip to the other the page, that

24 is part of the contract. And as far we get

25 percentage from the deal. Trailers different than

p.8
w/ plaintiff's 8-21-15
rule 15(b) motion

1 Q. Okay. All right. Good enough.
2 A. Under state rules too.
3 Q. Okay. How long have you been U-Haul truck
4 rental agents to the public in Sumter? I think you
5 said earlier about four years? I mean --
6 A. Uh-huh.
7 Q. Yes? Is that a yes?
8 A. No. It's almost -- almost three years.
9 Q. Okay. Okay. About the morning of
10 6-1-13 -- and when I -- just for clarity as we go
11 forward, when I say 6-1-13 you know I'm referring to
12 the morning that you rented the truck that's at
13 issue in this case?
14 A. Uh-huh.
15 MR. CULBREATH: You have to say yes
16 or no, not --
17 THE WITNESS: Yes.
18 MR. CULBREATH: -- uh-huh or huh-uh.
19 THE WITNESS: I'm sorry. Yes.
20 BY MR. TAYLOR:
21 Q. Thank you. About the morning of 6-1-13 --
22 let me begin by asking you do you recall Reginald
23 Morton from that morning?
24 A. What -- what do you mean recall? Do I
25 know him? Do --

p.9
w/ plaintiff's 8-21-15
rule 15(b) motion

1 MR. CULBREATH: Yes.
2 BY MR. TAYLOR:
3 Q. Okay. Very well. Thank you.
4 A. Okay.
5 Q. So to be clear, the money from the truck
6 rental benefited both you, El Cheapo, and U-Haul; is
7 that correct? In other words, the rental money from
8 that benefited all three of you because all -- all
9 three of you, did you get -- is my question all
10 three of you got a portion of money?
11 MR. CULBREATH: Object to the form.
12 BY MR. TAYLOR:
13 Q. Let me ask the question. Of that rental
14 money did you, El Cheapo, and U-Haul got part of the
15 money? Regardless to what amount it was, all three
16 of you all got something out of the deal?
17 A. Well, yeah. I'm an agent. I get
18 commission. I get --
19 Q. Okay.
20 A. -- my commission.
21 Q. And then U-Haul got something out of it
22 and then you -- El Cheapo got something out of it?
23 A. No. No. Whatever. The commission is --
24 is for El Cheapo.
25 Q. Okay.

p.10
w/ plaintiff's 8-21-15
rule 15(b) motion

1 BY MR. TAYLOR:
2 Q. I see.
3 A. When it's returned and it's turned back
4 in, then that's it. So we know exactly how much it
5 cost -- and the customer will know exactly how much
6 it cost him since he picked up the truck from A
7 until he drop it at B.
8 Q. So long story short, you gets a percentage
9 whenever you rent a truck off the rental fee?
10 A. Correct.
11 Q. The other portion goes to U-Haul?
12 A. Definitely.
13 Q. Okay. Whose rules and guidelines are
14 they, U-Haul's or yours? You operate under whose --
15 when renting the trucks to the public whose rules
16 and guidelines are they that you operate under,
17 yours or U-Haul's?
18 MR. CULBREATH: Object to the form.
19 Go ahead and answer the question.
20 MR. TAYLOR: Pardon me?
21 MR. CULBREATH: I said I object to
22 the form.
23 BY MR. TAYLOR:
24 Q. Go ahead.
25 A. Well, U-Haul -- basically U-Haul rules.

p.11
w/ plaintiff's 8-21-15
rule 15(b) motion

1 Q. I'm sorry. I apologize.
2 A. That's all right.
3 Q. I'm talking about the rental that you
4 rented --
5 A. Okay.
6 Q. -- for whatever amount of money. What --
7 what percentage did you get and what percentage did
8 U-Haul get? Ten percent to you, 90 percent to them?
9 MR. CULBREATH: Object to the form.
10 BY MR. TAYLOR:
11 Q. What percentage of the money went to you
12 and what percentage went to U-Haul? If you don't
13 know, say, "Well, I don't know." If it's a true
14 answer, say, "I don't know." If it's true, say, "I
15 don't know." If you know, then you say you know and
16 tell me what it is.
17 A. I -- I don't know exactly, but it's --
18 Q. Okay.
19 A. The -- the rental goes between 15 to 25.
20 Q. Okay. All right. All right.
21 VIDEO OPERATOR: We've got about five
22 minutes.
23 THE WITNESS: The percentage.
24 VIDEO OPERATOR: We've got about five
25 minutes on video left before we need to change the

p.12
w/ plaintiff's 8-21-15
rule 15(b) motion

1 tape.

2 MR. TAYLOR: Okay. Okay. Okay.

3 BY MR. TAYLOR:

4 Q. That percentage that you just gave me an

5 about, is that in writing in the agency agreement

6 between El Cheapo and -- I mean, between you and

7 U-Haul? Is that in writing as to what percentage

8 you get or --

9 A. That's in the contract.

10 Q. That's in the contract. Okay.

11 A. That's what -- that's not the -- now, it's

12 not the written contract. That's when we give the

13 license with U-Haul to be presenting -- you know, to

14 be a dealer.

15 Q. Uh-huh.

16 A. You know, they'll tell you, okay, to -- if

17 you'll -- if you're going to be a dealer, you'll get

18 this, that, this, that, this, that, et cetera.

19 Q. Oh, so that's spelled out in that

20 agreement then?

21 A. Yes.

22 Q. Okay. Who controls and set all U-Haul

23 rental rates, rental rules, rental policies, et

24 cetera? Do you do that or that's -- let me ask the

25 question again.

p.13
w/ plaintiff's 8-21-15
rule 15(b) motion

1 don't know." If you know, whose -- who -- whose
2 money did that go to of that particular rental?
3 MR. CULBREATH: Object to the form.
4 Asked and answered.
5 THE WITNESS: Okay. If you notice
6 that was a contract and it was paid by a credit
7 card. So all the credit cards -- I mean, all the --
8 all the credit cards goes to -- to the U-Haul on the
9 contract and they can collect all the deals during
10 the month. At the end of the month they'll tell me,
11 "Okay. You get your commission," so on and so, and
12 it's deposited in their account.
13 BY MR. TAYLOR:
14 Q. So on this transaction what was that
15 commission when you did get it?
16 A. I do a lot of contracts every month. I
17 can't -- I don't --
18 Q. About? About? About? Give me an about
19 how much on that contract did you get?
20 A. Well, let's say about --
21 MR. CULBREATH: Object to the form.
22 THE WITNESS: -- 15 percent.
23 BY MR. TAYLOR:
24 Q. 15 percent? Okay.
25 MR. TAYLOR: Object to form?

p.14
w/ plaintiff's 8-21-15
rule 15(b) motion

RECORDED
2015 AUG 21 PM 3:14
JANE CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's notice and motion for leave to amend pleadings per SCRCP 15(b-c).

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

And

U-Haul International, Inc., Headquarters, 2727 N. Central Ave., Phoenix, Arizona 85004
by regular and certified mail return receipt requested.

Respectfully Submitted,

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

August 21, 2015

RECEIVED
MAR 27 2014
BY: 85606-1

March 25, 2014

The Honorable James C. Campbell
Clerk of Court
Sumter County Judicial Center
215 North Harvin Street
Sumter, SC. 29150

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

RE: C/A No: 2013-CP-43-1808
Charles Taylor v. U-Haul et al.

Dear Mr. Campbell:

Please find enclosed the original to clock for the Court's file and 1 copy to clock and return to me in the SASE-of-Plaintiff's Notice to All Defendants. With copy of this letter, I am serving same to those listed below.

Very Kindly Yours,

Charles Taylor
PLAINTIFF

Cc: James E. Brogdon, III., Esq.
Gray T. Culbreath, Esq.
Brian A. Comer, Esq.
Claude T. Prevost, Esq.
Attorneys for Defendants

cc: Defendant Odell Morton
Defendant Roy Rahal

Exhibit E-2

STATE OF SOUTH CAROLINA COUNTY OF SUMTER	)	IN THE COURT OF COMMON PLEAS 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR PLAINTIFF,	)	C/A Case No: 2013-CP-43-1808
VS.	)	**PLAINTIFF'S**
(1).U-HAUL CO. OF S.C. INC.; (2).U-haul Dealer in Sumter SC. i.e. Stop N Save, Inc. d/b/a EL CHEAPO PLUS #7; & **Roy Rahal** (3).u-haul driver/Reginald Morton; (4).u-haul truck driver/Dana Goins; **(5).Odell Morton;** DEFENDANTS,	)	**NOTICE TO ALL DEFENDANTS**

To: Attorneys Gray T. Culbreath and James E. Brogdon, III, for Defendants U-Haul Company of S. C., Inc., and Stop N Save d/b/a El Cheapo Plus #7; and Attorneys Brian A. Comer and Claude T. Prevost for defendants Reginald Morton/Dana Goins; & to Defen. Roy Rahal & Odell Morton

That plaintiff hereby serves notice upon each defendant herein to; from this day forward; and retroactively back to the start of this action; to keep special accounting of all costs of defense in this case; (every cent-to whom-when-how much-who paid it-for what purpose); for reasons that plaintiff will eventually file a motion for litigation fees equaling the same as all defense costs total in this case if he wins and the reasons will be stated in the motion. This to obtain a ruling on the request-preserving it for final ruling of the Appellate Court.

RESPECTFULLY SUBMITTED,

BY:

Charles Taylor, Plaintiff Pro Se
332 Myrtle Bch Hwy
Sumter, S. C. 29151 803-883-7005

Sumter, South Carolina

March 25, 2014

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U. S. Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's Notice To All Defendants.

To:

Gray T. Culbreath, Esq.
James E. Brogdon, III., Esq.
GALLIVAN WHITE & BOYD PA
PO Box 7368
Columbia, SC. 29202
Attorney For: Defendants U-Haul Co. of S.C., Inc. &
Stop N Save, Inc. d/b/a El Cheapo Plus #7

Brian A. Comer, Esq.
Claude T. Prevost, Esq.
COLLINS & LACY, P.C.
PO Box 12487
Columbia, SC. 20211
Attorneys For: Defendants Reginald Morton &
Dana Goins

Defendant: Odell Morton
3720 Portal Avenue
Temple Hills, MD. 20748

Defendant Roy Rahal
390 S. Guignard Drive
Sumter SC. 29150

Respectfully Submitted,

BY: _____
CHARLES TAYLOR, PLAINTIFF PRO SE
332 MYRTLE BEACH HIGHWAY
SUMTER, SOUTH CAROLINA 29153
(803)-883-7005

Sumter, South Carolina
March 25, 2014

April 10, 2014

To: Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S. C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S.C. 29153

Re: Taylor v. U-haul, et al.
C/A No: 2013-CP-43-1808
GWB File No: 8566-1

Dear Mr. Culbreath:

Per your attached letter dated April 4, 2014; I noticed you left out mention of the summons and complaint as amended with the other items Roy Rahal received. Are you denying that Roy Rahal received a copy of the summons and complaint as amended therewith? I await your prompt reply.

SINCERELY,

CHARLES TAYLOR
Plaintiff

With /1 copy of Culbreath's
April 4, 2014 letter attached

Cc; Brian A. Comer, Esq.

RECEIVED
APR 14 2014
BY: 8566-1

Exhibit E-3

1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

April 4, 2014

Mr. Charles Taylor
332 Myrtle Beach Highway
Sumter, SC 29153

Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808
GWB File No.: 8566-1

Dear Mr. Taylor:

We are in receipt of your Notice Joining Roy Rahal as a defendant in this suit. The pleading dated March 20, 2014 appears to be an attempt to make a motion to amend pursuant to South Carolina Rules of Civil Procedure 15. In addition to your notice purporting to join Mr. Rahal as a defendant, you also served interrogatories, a request for production, and two requests to admit.

Pursuant to the South Carolina Rules of Civil Procedure, your notice joining someone as a defendant does not make them a defendant. Mr. Rahal will not be a defendant in this case unless and until a court order is issued allowing that amendment. Until that amendment is allowed, the discovery that you have served is not proper under the Rules of Civil Procedure and does not have to be answered. Additionally, your prior motions attempting to join other parties are not effective for the same reason. Also, please note that under South Carolina law any motion to amend requires that a proposed amended complaint be served with the pleading. To date, I have yet to see a proposed amended complaint. As a result, the notices that you have filed seeking to add Mr. Rahal and others as defendants are procedurally defective.

For the foregoing reasons, we will not be answering any of the discovery propounded to Mr. Rahal as a response is not required.

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath

GTC/lla
Cc: Brian A. Comer

April 21, 2015

Attorney General's Office
State of South Carolina
Post Office Box 11549
Columbia, S. C. 29211

Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Question

Dear Sir or Madam:

My simple question, for now, is what prosecutor's office will have jurisdiction / authority to investigate and prosecute;

(1).Forgery
(3).Conspiracy to Commit Forgery
(3).Civil Perjury

Committed in Sumter County South Carolina?.

Sincerely,

Charles Taylor
Cet/jdr

p.6
w/ plaintiff's 6/29/15 motion

Exhibit E-4

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
PLAINTIFF)
VS.)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

PLAINTIFF'S NOTICE
to Defendants
5TH

To the Court; and to The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

(1).**That this Notice:** To Defendants, w/ attached examples, is to show-*again*--my awful conditions their outrageous conduct have caused me from 6-1-13 to present, & accordingly, once more--*again*:

(2).That I'm pleading & begging Defendants to pay-(without anymore-further litigation)-voluntarily pay the just compensation-immediately-for all the damages their outrageous and torturous conduct have cause me--to date; so that I can get the necessary surgeries and all other such medical care that's needed to save what's left of my health & life from any further such ruin as in p. 2-15 attached;

(3).That if you still refuse, I will use this notice to show the jury as evidence that I did in fact notice you-*again*--& use same as evidence to show you refused to promptly pay as pleaded & begged for, & I'm apprising you once *again* for final time-of all the outrageous conduct by copy of last p's 12-15 attach & apprising you once *again* also final time-I'm not going to plead & beg you any longer for compensation,

I will just plead my case to the jury at coming trial;

for up to the $100 Million + other in damages re p.2-15!

Respectfully Submitted

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BCH HWY SUMT SC 29153
803-609-7990

Sumter, South Carolina
June 17, 2015

Exhibit E-5

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

RECORDED

2015 JUN 29 PM 4:03

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS
3RD JUDICIAL CIRCUIT

CASE NO.: 2013 - CP - 43 - 1808

CHARLES TAYLOR
Plaintiff,

vs.

Stop "N" Save, Inc. d/b/a
El Cheapo Plus #7 & Roy Rahal
Defendant.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney: Charles Taylor, Bar No. Pro Se	Defendant's Attorney: Gray Culbreath et al, Bar No 11907
Address: 332 Myrtle Bch Hwy Sumt SC 29153	Address: PO Box 7368 Cola SC 29202
Phone: 803-609-7990 Fax	Phone: 724-1850 Fax 779-1767
E-mail: ugcards@aol.com	E-mail: gculbreath@GWBlawfirm.com

[x] 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: To not allow deposition use re SCRCP 30 & 32 et al.

Estimated Time Needed: 15 min Court Reporter Needed: [x] YES / [ ] NO

SECTION II: Motion/Order Type

[x] Written motion attached
[ ] Form Motion/Order

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

Signature of Attorney for [x] Plaintiff / [ ] Defendant June 29, 2015 Date submitted

SECTION III: Motion Fee

[x] 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: , 20

CLERK'S VERIFICATION

Collected by: Date Filed: , 20

[ ] MOTION FEE COLLECTED: $
[ ] CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

Exhibit E-6

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
CHARLES TAYLOR
PLAINTIFF

VS.

(1). STOP "N" SAVE, INC.
d/b/a
El Cheapo Plus #7 and
(2). ROY RAHAL;
DEFENDANTS

RECORDED
2015 JUN 29 PM 4:03
JAMES E. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff Notice-Motion & Memorandum to not allow drug dealer-bail jumper Reginald Morton & Odell Morton **Video or Transcript Deposition** be used in this case for any reason as procured absentee witness for Rahal & Mohammad

To The Court; and to The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Please take notice that undersigned Plaintiff, by this motion & memorandum, will move before the Presiding Judge of the 3rd Circuit on the 10th day after service hereof or as soon thereafter as he may be heard or at such time & place as may be set by the Court, for an order pursuant to SCRCP 30 & 32 & rules of evidence, to not allow drug dealer & bail jumper Reginald Morton & Odell Morton video deposition be used in this case for any reasons as witness for Defendants Stop "N" Save, Inc., d/b/a, El Cheapo Plus #7-(owner Zaher Mohammad)-and Roy Rahal. **That the reasons for this motion is based on the following grounds and backgrounds:**

(1).1st the background: disable Plaintiff's claim against defendants: Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 (owner Zaher Mohammad-hereinafter-"Mohammad") & (Roy Rahal-hereinafter-"Rahal"), both of Middle East Jordan, Syria, Palestine, ISIS; *uncertain as to which*; got together with, & rented a U-Haul Truck to, a third party, drug dealer and bail jumper Reginald Morton-p.4, w/ no driver's license, (violating SC criminal law sec 56-1-580 & 56-1-500 & 56-1-620 etc.), and assisted him in forging father's name (violating SC criminal law sec. 16-13-10 felony) on the U-Haul truck rental documents; (in a drug deal which trade now appears to have been international connecting to Middle East Jordan, Syria, Palestine, ISIS, etc.); which forgery was to make it appear as if though, almost 90 years old bed ridden prostrate cancer father-Odell Morton had rented the U-Haul truck; all beginning on 6-1-13 at Rahal & Mohammad's El Cheapo place; fronting as a so called gas/grocery/u-haul renting & whatever else-*drugs p.5*-they sold from there & may even be sleeper agents of ISIS or sympathizers etc-*at end p.3*-&

(2).That, drug dealer and bail jumper Reginald Morton; again--fresh out of jail on bail for having committed yet another crime; came with the illegally and unlawfully rented to him, U-Haul truck by drug peddler and manager of Mohammad's El Cheapo; came with said truck and intentionally damaged Plaintiff's rental house; seething mad etc. and looking for revenge because Plaintiff had the Hon. Judge Kristy F. Curtis evict them for non-rent payment, and for Reginald Morton's drug dealing & illegal gun running from Plaintiff's house rented him & they all refuse compensation repeatedly upon demand for all damages--in *6/9/14 amended complaint*--they'r all liable for from their u-haul trk &;

(3).That thereafter, this suit obviously followed, as amended 6/9/14, ***TO* NOW THIS MOTION;** that Rahal and Mohammad, (after their first set of lawyers quit them for perjuring), they then hired their present set of Attorneys--atop p.1 above--who they sent on 5-24-15 to Baltimore, Maryland where their drug dealer Reginald Morton had jumped bail to, & was hiding out there, from South Carolina law & bail bondsman after 6-1-13; to go to Reginald Morton and video deposition him, to be played in court, (because he cannot come here in person), in this case as their (Rahal and Mohammad's) defense witness; which the Attorneys did as per their clients Rahal & Mohammad; but

(4).That SCRCP 30c says in pertinent part: ***"In lieu of participating in the oral examination, parties may serve written questions in a sealed envelope on the party taking the deposition and he shall then transmit them to the officer, who shall propound them to the witness and record the answer verbatim".*** Plaintiff did this--serving same to Rahal and Mohammad's counsels, (again--atop p.1), by certified and regular mail on 4/21/15, and that they refused to accept or signed for the mail 4-22 & 4-23-15; so as to--in effect, prevent Plaintiff from cross examination of drug dealer and bail jumper Reginald Morton & Odell Morton, w/the aim of video playing, *with no cross examination*, their deposition in court as defense witness for Rahal & Mohammad to avoid the damages in p7 in the 6/9/14 amended complaint &

(5).That they violated too—SCRCP 32(a)(3)(B) (relevant part: depo may be use) "*unless it appears that the absence of the witness was procured by the party* (Rahal & Mohammad here) *offering the deposition*"; & here it's obviously & effectively the case; & drug dealer & bail jumper Reginald & Odell Morton depositions cannot be so used in this case, for any reason /said reason-s; see: *State v. Short, 332 N.C. 783, 791 (1988) (quoting Citizens Bank & Trust v. Reid Motor Co., 216 N.C. 432, 434 (1939)*; the N. C. Supreme Court recognizing that the right to cross-examine is, "absolute and not merely a privilege," and, *that its denial is, "prejudicial and fatal err."*

For said reasons, Plaintiff move the court to rule such video depositions can't be used in this case.

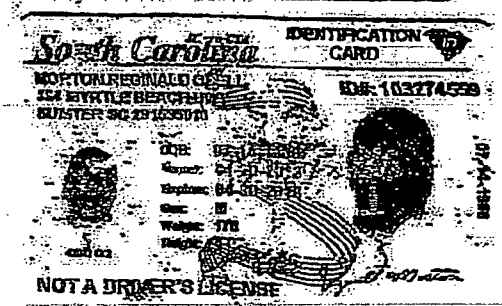
Respectfully Submitted;

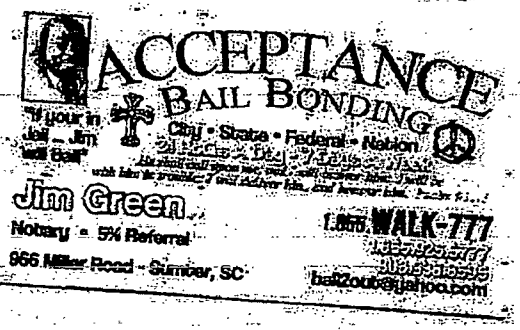
CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 (609-7990)

Sumter, South Carolina
June 29, 2015

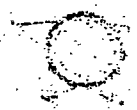
Note: That there are some red flags that, I believe, may indicate Mohammad & Rahal are potentially involved in terrorism, in some manner; (1).such red flag as Rahal saying in deposition that he quit his job recently at Mohammad's store; (2).such as their breaking SC criminal law as in para. 1 on p.1; (3).their admitted travels back and forth to middle east Jordan, Syria, Palestine, ISIS areas etc, & (4).sending money there; (5).the fact that no one seem to know where drug dealer and bail jumper Reginald Morton is hiding out at, somewhere up there in Baltimore, while Rahal & Mohammad Lawyers, atop p.1, had no problem locating him for his video deposition they want to use at trial, while keeping him safely hidden away from SC law & bail bondsman and; (6).the fact that every address given for Reginald Morton, including latest one by the deposing Attorneys, were false addresses; & (7).that there has been perjury etc. since this case begin 10-9-13 until Rahal admitted it in his 6-2-15 deposition-which plaintiff is awaiting a copy—to attach the proof to a report to the local prosecutor's office, for prosecution for—(see—pages 6—7 attached); with a copy to the authorities at Homeland Security in Washington, DC. &; (8).that their Attorneys, (have been advise as in p.8), & (9).that Plaintiff could go on about the parties conduct that raises alarm—as Plaintiff believe it's ones duty that; if you see-know something, to say something; to put protection of our great country above a mere law suit-& their Attorneys want to keep it all quiet because they're being well paid to represent Rahal-Mohammad.

Reginald Morton,





The ones wanting to get their hands on Reginald Morton. He was bailed out of jail, got that u-haul truck w/no license, damaged plaintiff's house-property as stated, mad because they were being evicted.



CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 883-4776
tmays@sumtercountysc.org

PLAINTIFF'S ITEM #36
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

w/plaintiff's 8/29/15 motion p.4

Loaded their stuff & jumped bail from SC to Maryland

Morton wasn't to leave SC while out on bail for committing another crime

PLAINTIFF'S AFFIDAVIT
Re: c/a no: 2013-CP-43-1808

Personally appeared before me, having been duly sworn, Charles Taylor (Plaintiff) deposes and avers as follows:

That Reginald Morton, just fresh out of jail on bail for committing another crime, did got together with defendants—who then rented him their u-haul truck in a drug deal;

[because Reginald Morton—mad and high on pot / drugs etc.—said as much to plaintiff when he screamed in horror & outrage at Morton's atrocious conduct for intentionally hitting his house: how did you get that truck?!! to which he: high on whatever & angry: replied by swiping his hand across his nose: sniffing it to indicated—a drug deal—saying "it'll get you what you want"—in a spiteful manner to plaintiff, who already saw Morton's conduct was extreme, outrageous, reckless, intentional, malicious, egregious, etc., with the intent to do maximum harm. (get even for being evicted for non-rent payment and his drug dealing), to intentionally inflict severe emotional and physical distress & all other extreme harm on the disable plaintiff—again mad—for being evicted];

and a $300 + fee to defendants; for which truck Reginald Morton proceeded to do said damages to plaintiff's rental house, after which, drug dealer and license less Reginald Morton then jumped bail this time from S.C. to Maryland, with the same u-haul truck on 6-1-13; w/the bail bondsman and Sumter Co. Sheriff's Office looking for him and leaving their cards below with plaintiff to call them if Reginald Morton shows back up or that if his location is know; which plaintiff will thus do.

FURTHER AFFIANT SAYS NOT.

Charles Taylor

SWORN TO BEFORE ME THIS

10th Day of FEBRUARY 2014

Notary Public for South Carolina
MY COMMISSION EXPIRES:

PLAINTIFF'S ITEM #21
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

SGT. TRIPP MAYS
CRIMINAL INVESTIGATOR

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4776
tmays@sumtercountysc.org

w/ plaintiff's 6/29/15 motion

P.5

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT
CHARLES TAYLOR) C/A No: 2013-CP-43-1808
PLAINTIFF)

RECORDED
2015 SEP -1 PM 2:45
JAMES A. CONTRELL
CLERK OF COURT
SUMTER COUNTY, S.C.

vs.

(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)

DEFENDANTS)

Plaintiff's 9-1-15 final Memorandum #10 of 10 Supporting
His 6-15-15 Motion for Summary Judgment on:
(1) liability, (2 property & 3 IIED damages) &
Same Opposing Defendants' Summary Motion

(for all dispositive plaintiff memorandums see this #10 & et al 1-9)

To: The Court; and The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) &
James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS-REPRESENTING DEFENDANTS ABOVE

Re: Plaintiff's *dispositive memorandums see #1 thru this #10; essentially they all boil down to this;*

As to defendants' vicarious liability for all Plaintiff's **HOUSE, IIED, ET AL** damages suffered to date;

1. **Q: Can Defendants reasonably deny such vicarious liability that reasonable minds could differ?**

A: No-because-as shown b4-defendants admit renting R.Morton a u-haul-w/forgery-w/intent-w/no license p.6-11--each in violation of SC crim law sec.16-13-10 *felony;* 56-1-580, 56-1-440, 56-1-500 & 56-1-620; & thus automatic vicarious liability pursuant to the Federal Graves Amendment 49 U.S.C. 30106 (a);

(& remember-*among et al in memos 1-10*--R.Morton reported the damages to his u-haul insurer-Repwest)

thus it's *prima facie* evident defendants can be held v-liable as of law for *all* plaintiff resulting damages, COMPENSATORY $150,000 HOUSE & $25ML up to $100ML demanded for IIED et al + PUNITIVE *damages*;

(*re: Tudor v. Charleston Area Medical Ctr., Inc., 506 S.E.2d 554, 573-76 (W.Va. 1977) when emotional distress is accompanied by physical trauma, punitive damages too, may be awarded---on an IIED claim.*

Note: Plaintiff wants a jury trial to decide all that he's not favorably entitled to on summary judgment.

Exhibit E-7

2.**Special Notice;** that if the defense attempts--***now***--***still***--to use the Mortons' testimony, *in any form & forum*-(**given & considering all**)-it will be doing so in obvious bad faith at a minimum-&-outright flagrant, conscious, and intentional perjury at the most; so much so, that Defendant---Roy Rahal himself-don't trust the Mortons to tell the truth & thus don't want *esp.* **(the main one)** Reginald Morton to testify on (their) Defendants' own behalf--see **p.4-5 attached;**

3.**Also Special Notice**: that main Defendant-Roy Rahal, **contradicts,** his-main witness-Reginald Morton, in that Rahal says: (1).he rented Reginald Morton the truck **p.6-7** & Reginald Morton says-he did not--that he rented it to his 90+years old bed ridden prostate cancer surgery father-who drove it 600+miles north to Md. **p.8-11 attach;** thus the defense **contradicting** the defense **on** main *dispositive liability issue;*

RE: In U.S. Supreme Court "Summary Judgment" Decision in "Scott v. Harris", 550 S. 372, 127 S. Ct. 1769 (2007)-in pertinent part relevant to summary judgment-Justice Scalia writing for the 8 to 1 majority stated (again here in relevant pertinent part that): "[w]hen opposing parties tell two different stories, one which is blatantly contradicted by the record," the court should not adopt that party's version of the facts, even if the party is the nonmovant. For the majority supreme court-Harris' (the plaintiff-appellant's) view was "so utterly discredited by the record that no reasonable jury could have believed him." Therefore, the majority court declined to view the facts from the nonmovant (Harris') point of view. Thus Defendant (Respondent) was summarily--bench decided--to be the prevailing party, reversing the lower court's.

As such would relate to this case, the same would apply to Defendants and/or **especially** Reginald Morton. In these regards, then, all that is needed-is-to juxtapose all their stories to the record, and sum. *liability* Judg. goes to Plaintiff, & on this reasonable minds cannot differ, Plaintiff believes & argues; notwithstanding the defense last ditch try in #2 above-*if attempted*--to use Morton's-(whom defendants themselves indicated don't tell the truth & they don't want him to testify on their own behalf); re: **p.4-11;** but yet the defense want the court to believe him-when Defendants *say* themselves-**DON'T!**

[That Summary Judgment is appropriate also when, "plain palpable and indisputable facts exist on which reasonable minds cannot differ", see Byerly v. Connor, 307 S.C. 441, 445 S.E.2d 796, 799 (1992); **& Summary Judgment should be granted also when, "plain, palpable, & indisputable facts exist on which reasonable minds cannot differ", see *Pee Dee Stores, Inc. v. Doyle, 381 SC. 234 240, 672 S.E.2d 799, 802 (Ct. App. 2009).*** Both of which are applicable-to-the instant subject case];

If they voluntarily concede liability B4 Oct. hearing-then Plaintiff want jury trial on all damages amounts; including house damages $150,000 total invested loss, unless entitled to favorable sum. judgm. for this 1;

..And that Plaintiff prays for favorable rulings from the court as requested herein above and otherwise.

Respectfully Submitted:

By: Charles Taylor, Plaintiff Pro-Se
732 Myrtle Bch Hwy-Sumter SC. 29153—609-7990

Sumter, South Carolina
September 1, 2015

Note: That to date-Defendants have ignored the request (for trial planning purposes) for an answer in reference to their want of a bifurcated trial or not re punitive damages--see--**p.12-13 attached.**

The bottom line is that-again-as to, **p.1-11 herewith,** how could any reasonable mind believe them, when, they themselves, can't get--let alone keep--their own story straight, as is evident in-said pages. Thus, Plaintiff believe it is clear that they (weren't—aren't) planning on telling the truth—*ever!*

Note: That this dispositive memorandum 9/10 of 9/10 is the last, except-an-amendment-to-either-as-may-be-necessary after 9/11/15. Thereafter, Plaintiff will only reply, as may be needed, to Defendants' last filings. Each of Plaintiff's dispositive memorandums 1-10, with amendments if-any, &-w/the 6-15-15 motion, shall be treated as a verbatim Oct. 14, 2015 hearing--individual--exhibit, supporting Plaintiff's Summary Judgment Motion and opposing Defendants.

That as of this date, other than the dispositive summary motion, **Plaintiff have only 2-relevant-other pending, (1)-Motion 15b for leave to amend-& (2)-Motion for r.11 sanctions--Plaintiff anticipate no other B4 Oct.14 hearing.**

he's going to testify? If you know, you can say, "Well, yes, I know that he's going to testify." If your knowledge say you don't know, just whatever your knowledge tells you. Does -- do you know that he --

A. I don't know.

Q. You don't know?

A. I don't know.

Q. Okay.

A. We never -- we never spoke. I don't -- I don't know the person after that rental.

Q. Okay. All right. Have anyone told you drug dealer and bail jumper Reginald Morton is going to testify at your -- as a witness at your trial? Did anybody tell you that Reginald Morton is going to testify or -- you can say yes --

A. No.

Q. -- or no. No. Nobody told you that, right?

A. Huh-uh.

Q. Okay. Do you and El Cheapo, meaning you, want drug dealer and bail jumper Reginald Morton to testify as your witness at trial of this case? In other words, does -- is that what you want? You can tell me yes or no.

1 A. No.

2 MR. CULBREATH: Object to the form.

3 THE WITNESS: No.

4 MR. TAYLOR: Object to the form.

5 THE WITNESS: No one told me about

6 this.

7 BY MR. TAYLOR:

8 Q. You said no. Do you believe and expect

9 him to tell the truth, if he do? Do you believe --

10 I'm just asking about what you believe now, you. Do

11 you believe and expect Reginald Morton, bail jumper

12 and drug dealer, to tell the truth if he testified

13 for you? I'm just asking what you expect him to do.

14 Do you expect him to tell the truth?

15 A. I don't know --

16 MR. CULBREATH: Object to the form.

17 THE WITNESS: -- the person.

18 BY MR. TAYLOR:

19 Q. Oh, you don't know the person.

20 A. I mean, I -- he rented -- he rented the --

21 MR. TAYLOR: You objected?

22 MR. CULBREATH: I did object.

23 THE WITNESS: I don't know his

24 personality. I mean, a customer walk in with --

25 with a legal document.

p.5
w/ plaintiff's 9-1-15 final
summary dispositive
memorandum #10 of 10

1 it. Do you want me to?
2 A. Yeah. That would be great. Yes, please.
3 Q. Okay. Did you intentionally rented
4 Reginald Morton a U-Haul truck on June 1, 2013?
5 A. Yes.
6 Q. Okay. I want to show you Item No. 5.
7 MR. TAYLOR: Item No. 5, please, sir.
8 (Exhibit No. 5 was marked for
9 identification.)
10 MR. CULBREATH: Yeah. It looks like
11 11.
12 MR. TAYLOR: Could I proceed? Can I
13 proceed?
14 MR. CULBREATH: Yes.
15 BY MR. TAYLOR:
16 Q. You want me to wait while you --
17 A. Just one second, please.
18 Q. Okay. All right.
19 A. Okay.
20 Q. My question -- I want you -- I want you to
21 look at the highlight section.
22 A. Okay.
23 Q. My question is what does it say?
24 A. It says, "El Cheapo states that the person
25 that rented the subject U-Haul truck to Reginald

1 Q. You -- yes.
2 A. That's the first time I met him, yeah, as
3 a customer walk in and want to rent a truck.
4 Q. On 6-1-13?
5 A. Yes, sir.
6 Q. And he walked in and wanted to rent a
7 truck on 6-1-13?
8 A. Uh-huh.
9 Q. Uh-huh?
10 A. Yes. I'm sorry.
11 Q. Very well. Thank you.
12 A. Okay.
13 Q. Did you know that Reginald Morton did not
14 have a valid driver's license on 6-1-13?
15 A. Yes.
16 Q. Didn't -- did you know that Odell Morton
17 did not have a valid Maryland driver's license on
18 6-1-13?
19 MR. CULBREATH: Object to the form.
20 BY MR. TAYLOR:
21 Q. He noted his objection. You want to
22 answer it still? My -- I'll ask it again. Since he
23 objected you might have lost track of the question.
24 A. Okay.
25 Q. Did you know that Odell Morton did not

3. Defendants object to the Requests for Production of Documents to the extent that the Requests exceed the scope of discovery permitted by the South Carolina Rules of Civil Procedure

4. The following responses are based upon information presently available to the Defendants and are made without prejudice to the rights of the Defendants to utilize subsequently discovered information.

Specific Responses

Subject to, and without waiving, the foregoing general objections, the Defendants set forth their specific responses and objections below.

RESPONSES

1. Specifically, as to defendant Reginald Morton, produce a photo copy of any valid driver's license from any State, he held as of 6/1/13.

RESPONSE: **Reginald Morton does not have a driver's license. His father, Odell Morton, signed for the truck rental and drove the truck.**

2. Specifically, as to defendant Dana Goins, produce a photo copy of any valid driver's license from any State, she held as of 6/1/13.

RESPONSE: **Counsel is unable to respond to this request at this time. Counsel will supplement its response at a later date.**

3. Any and all documentation surrounding the subject u-haul truck rental on 6/1/13 between Morton and/or Goins and (2nd) Defendant, El Cheapo.

RESPONSE: **Defendants Morton and Goins are not in possession of any documents responsive to this request at this time. If Defendants Morton and Goins locate any responsive documents, they will supplement this response at a later date.**

4. Any and all liability insurance information/documentation as to coverage of El Cheapo that maybe applicable to this civil action, arising out of their renting the subject U-Haul truck to Reginald Morton or Dana Goins without a valid driver's license from any State, including the State of Maryland as of 06/1/13.

RESPONSE: **Defendants object to this request as directed to Reginald Morton and Dana Goins on the grounds that the request is asking for documents that**

RESPONSE: **Pursuant to a reasonably diligent search, Morton has not located any documents in his possession relating to the truck rental. Although a truck rental invoice has been produced in this litigation, Morton has not had the opportunity to authenticate it. If the truck rental invoice produced in this litigation is authentic, it speaks for itself.**

20. State who drove the rental truck to Suitland, Maryland and who turned it in at Allentown Road.

RESPONSE: **Odell Morton.**

21. State the name of the person at U-Haul in Maryland who received and signed the truck back in.

RESPONSE: **Morton has no recollection of the name of the person who would be responsive to this interrogatory.**

22. State whether the rental truck was rented on June 1, 2013 and turned in on June 4, 2013.

RESPONSE: **To the best of Morton's recollection, yes. Morton does not recall being assessed a late fee for returning the truck.**

23. State by name, who all drove the truck during those four days and the total miles put on the truck.

RESPONSE: **See response to interrogatory number 20. Morton does not know how many miles were put on the truck. The number of miles would be the approximate number of miles between the subject property and the location Morton returned the truck in Suitland, Maryland.**

24. State if the signature purported to be Odell Morton's is actually Dana Goins forging his name.

1 I'm familiar with the rules as fellows here --
2 A. No problem.
3 Q. -- even though I don't have a copy of them
4 here like he does. Okay. Now, I'll proceed. Let
5 me just read and then I'll ask my question.
6 A. Uh-huh.
7 Q. This highlight on this Item No. 9 says,
8 "El Cheapo, the rental contract, U-Haul equipment
9 damage responsibility requirement, and R&D tag,
10 signed by Reginald Morton." And at the bottom it
11 says, "Signature page to follow." Is that what
12 you're looking at?
13 A. Well, that's what -- that's what it says.
14 Q. I -- I understand. That's all I'm
15 interested in, what it says. I'm not interested in
16 anything else. I'm trying to get at what it says.
17 A. Okay.
18 Q. That's what you see it says, this
19 document, the highlight?
20 A. Uh-huh.
21 Q. Uh-huh meaning?
22 A. It -- it means -- you know, it means
23 that --
24 Q. Uh-huh means?
25 A. -- Reginald Morton has signed --

p.10
w/ plaintiff's 9-1-15 final
summary dispositive
memorandum #10 of 10

Q. Those documents?

A. -- that, but -- right.

Q. So you're saying, just to clarify, El Cheapo, the subject rental contract, U-Haul equipment damage responsibility requirement, and R&D tag, those were signed by Reginald Morton? Is that what you say?

A. Yes.

MR. CULBREATH: Object to the form.

BY MR. TAYLOR:

Q. Okay. Very well. The next page. Look at the next page. We can just ignore that.

A. Okay.

Q. Look at the highlight. Does that say it -- that statement was signed by Gallivan, White & Boyd. That's your attorneys here today in this lawsuit?

A. Yes, sir.

Q. And it was signed by Gray T. Culbreath?

A. Yes, sir.

Q. That's one of your attorneys here today?

A. Uh-huh.

Q. And down at the bottom in the highlight it says, "Attorneys for Defendant Stop 'N' Save d/b/a El Cheapo," and he's for you as well. And what date

p.11
w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

ROA
p.559

STATE OF SOUTH CAROLINA COUNTY OF SUMTER CHARLES TAYLOR PLAINTIFF VS. (1). STOP "N" SAVE, INC. d/b/a El Cheapo Plus #7 and (2). ROY RAHAL; DEFENDANTS	IN THE COURT OF COMMON PLEAS 3rd JUDICIAL CIRCUIT C/A No: 2013-CP-43-1808 **Plaintiff's Notice** **Re: Bifurcated Trial Wanted or Not** He Sought Timely Answer From Defendants / Counsels

To The Court; and to The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP. Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.) LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS HEREIN ABOVE;

(1).Plaintiff's Notice—that so as to be able to properly and effectively prepare his case for trial, and further, so as to be able not to delay the trial proceedings once they begin-etc.; that he sought a timely answer from Defendants / Counsels as to the following:

(2).An answer re: bifurcated trial wanted or not—see—attached.

(3).That this notice was made necessary for the reason-s stated in number 1 above.

RESPECTFULLY SUBMITTED;

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BEACH HIGHWAY
SUMTER, S.C. 29153
803-609-7990

Sumter, South Carolina
May 22, 2015

p.12
w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

May 17, 2015

To: Mr. James E. Brogdon, III, Esq.
Mr. Gray T. Culbreath, Esq.
PO Box 7368
Columbia, S.C. 29202

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. El Cheapo and Roy Rahal-Defendants.

Dear Sir:

As this is a punitive damages case, I need to know then—if you will want a bifurcated trial or not? Please reply promptly-if you will. The answer will help not to delay the court at trial of this case. Note: That the things I will prove to gain Maximum IIED Damages are basically the same to gain Maximum Punitive Damages. So my thinking is that we should let both go all in 1 trial together.

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants'-Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

p.13
w/ plaintiff's 9-1-15 final summary dispositive memorandum #10 of 10

RECORDED
2015 SEP -1 PM 2:45
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's 9-1-15 final memorandum #10 of 10 supporting his 6-15-15 Motion for Summary Judgment etc....

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted,

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

September 1, 2015

STATE OF SOUTH CAROLINA RECORDED)
COUNTY OF SUMTER 2015 AUG -5 PM 4:06)
JAMES E. CAMPBELL CLERK OF COURT SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEAS
3RD JUDICIAL CIRCUIT

CASE NO.: 2013 -CP- 43 -1808

CHARLES TAYLOR (Plaintiff)
vs.
Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 & Roy Rahal (Defendant)

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney: Charles Taylor, Bar No. Pro Se	Defendant's Attorney: Gray Culbreath et al, Bar No 11907
Address: 332 Myrtle Bch Hwy Sumt SC 29153	Address: PO Box 7368 Cola SC 29202
Phone: 803-609-7990 Fax	Phone: 724-1850 Fax 779-1767
E-mail: ugcards@aol.com	E-mail: gray.culbreath@GWBlawfirm.com

[X] 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: for rule 11 sanctions
Estimated Time Needed: 15 min Court Reporter Needed: [X] YES / [ ] NO

SECTION II: Motion/Order Type

[X] Written motion attached
[ ] Form Motion/Order

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

Signature of Movant for [X] Plaintiff / [ ] Defendant August 3rd, 2015 Date submitted

SECTION III: Motion Fee

[X] 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: _____, 20

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____, 20____

[ ] MOTION FEE COLLECTED: $ _____
[ ] CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

RECEIVED
AUG 05 2015
8566-1

Exhibit E-8

RECORDED
2013 AUG -3 PM 4:06
JANICE C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA | IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER | 3rd JUDICIAL CIRCUIT

CHARLES TAYLOR | C/A No: 2013-CP-43-1808

PLAINTIFF

VS.

(1). STOP "N" SAVE, INC.
d/b/a
El Cheapo Plus #7 and
(2). ROY RAHAL;

DEFENDANT

Plaintiff's Notice and Motion

for sanctions under rule 11 &
under sc. code section 15-36-10

To The Court; and The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) &
James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFRENDANTS HEREIN ABOVE

Plaintiff's Notice and Motion for sanctions under rule 11 & under sc. code section 15-36-10:

(1).Plaintiff move the court for rule 11 sanctions et al for the false defense (p.3-7 attached) employed from beginning 10-9-13 to 6-2-15 to present; & though the truth admitted by Defendant Rahal in 6-2-15 deposition & indeed prior p.6; such defense haven't yet formally-or otherwise-been retracted & atoned for.

(2).These sanctions, although requested in with Plaintiff's June 15, 2015 summary motion and the June 24, 15 supporting memorandum #1, & esp. #4, Plaintiff thought the request should be put in motion form-here, out of fear that the defense will claim the request is flawed accordingly-to evade atonement.

(3).Thus-sanctions requested therein, are re-requested herein, more specifically-Plaintiff request the defense reimburse & compensate him for: (1).all money spent litigating against such defense from then to present; (2).all his time expended on such from then to the present; (3). all his energy expended on such from then to present; (4). the further decline of Plaintiff's health from then to the present; (5).their further infliction of emotional & physical distress on disable Plaintiff from then to present &; (6).forfeit their right to any further defense in this case, as to liability &/or damages as demanded &; (7).forfeit their right to any further discovery-if they claim any such more be remaining at hearing &; (8).that all other applicable & appropriate sanctions be levied as provided for in sc section 15-36-10;

(4).Plaintiff believes that the courts' familiarity with the thickness (etc. et al) re: the file, makes no further explaining-proof necessary to show Plaintiff's suffering *example p.9* & prejudice from what they did, p.3-7, to ensure that their case defense, although admittedly now false, survive to & through discovery to now. Therefore, the falsity accomplished the benefit that the defense wanted from it, notwithstanding the true admission-now. (*see*-esp. p.6-7 that they knew the truth *from* Feb. 11, 2014 on).

(5).Thus, Plaintiff believes they all should now be punish accordingly, for, not only violating the rules, but for doing so in such a flagrant way. They should now be made to give back-what they gained, (or the equal), from the false defense from 10-9-13 to present, and made to compensated Plaintiff for all their false defense cost him in all respects, &, Plaintiff prays now for such justice. Note-Plaintiff wrote them 1st before this motion for their response but they ignored it-*letter* p.8-9 attached.

Respectfully Submitted;

CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153 609-7990

Sumter, South Carolina
August 3, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)
PLAINTIFF)
vs.)
(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)
(2). ROY RAHAL;)
DEFENDANTS)

RECORDED
2015 JUN 24 PM 1:21
BRENDA P. MIDDLETON
CLERK OF COURT
SUMTER COUNTY, S.C.

IN THE COURT OF COMMON PLEA
3rd JUDICIAL CIRCUIT
C/A No: 2013-CP-43-1808

Plaintiff's 6-22-15 Memorandum #1 Supporting
His 6-15-15 Motion for Summary Judgment on:
(1) liability; (2 property & 3 IIED damages) &
Same Opposing Defendants' Summary Motion

re Defendants perjurious defense in para 3 & 12 below)

The Law Firms of Gallivant, White and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) &
James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS-ATTORNEYS REPRESENTING DEFENDANTS ABOVE

RELEVANT EXCERPT-s

(3). That to avoid liability, Defendants argued, (FALSELY!!) from beginning 10-9-13 to 6-2-15 (date of Defendant Roy Rahal's deposition), that—he—(Defendant Roy Rahal)—did not rent the subject U-Haul Truck to drug dealer and bail jumper Reginald Morton; & they might have gotten away with that story, But For, Defendant Roy Rahal; warned before of the penalty for perjury in South Carolina (up to 10 years in state penitentiary); getting cold feet and in order not to perjure himself again—admitted it all in his deposition, (Video Taped), that yes he rented the subject U-Haul as stated in para. #1 above—to drug dealer & bail jumper Reginald Morton with no license, etc., & knew it—& all those arguing to the contrary knew it was false—but did it anyway—violating sc 15-36-10.

p.3
w/ plaintiff's 8-3-15 motion for rule 11 sanctions et al.

1 BY MR. TAYLOR:
2 Q. I'll --
3 A. And, you know, I rented him the truck and
4 he left. Now, if he was sick, he wasn't sick, if
5 he's honest, he's not honest, I mean, how do I know?
6 Q. Good enough. And I'm just asking the
7 question and then get a quick answer and we'll move
8 on because a lot of them I expect you wouldn't know,
9 but I have to ask the question.
10 So if Reginald Morton said you did not
11 rent him the U-Haul truck on back -- 6-1-13, is he
12 lying? If -- if he said, "Well, Mr. Rahal didn't
13 rent me the truck," is he lying or is he telling the
14 truth?
15 MR. CULBREATH: Object to the form.
16 THE WITNESS: If he said he
17 doesn't -- he didn't rent the truck?
18 BY MR. TAYLOR:
19 Q. If he said you didn't rent him a truck, is
20 that the truth or you rented him a truck?
21 A. I rented him the truck.
22 Q. Okay. Good enough. Anyone else who say
23 and advocate the same story, in other words, if
24 anyone else say that you did not rent Reginald
25 Morton a truck, that is not the truth, is it?

p.4
w/ plaintiff's 8-3-15 motion
for rule 11 sanctions et al.

1 A. No.
2 Q. Okay. Okay. Now, let's see. Boy, my --
3 my head and back is killing me. It's about to bust.
4 Okay. About the mail. Okay. Here is where we --
5 right here. No. 22. Okay. Here is where we are.
6 No. 22. One here -- oh, I don't want to give you
7 mine. I think you had already put a sticker on No.
8 22.
9 COURT REPORTER: Or I was going to
10 take -- what do you want me to do --
11 MR. TAYLOR: Okay.
12 COURT REPORTER: -- with No. 22?
13 MR. TAYLOR: Let me see. Let me see
14 that one.
15 COURT REPORTER: What you don't want
16 marked I can cross out.
17 MR. TAYLOR: Okay. I know what it
18 is. 22. That's 23. This is 22. And let's mark
19 this 23. And this is 22. There we go. You got --
20 COURT REPORTER: Mark this as No. 22?
21 MR. TAYLOR: Yes. That's the actual
22 -- here is the --
23 MR. CULBREATH: What's what?
24 MR. TAYLOR: Let -- let's use that
25 one there. I'll keep --

RESPONSE: El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents and is vague and ambiguous. El Cheapo further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. El Cheapo further objects to this Request on the grounds that it seeks information that is confidential and/or proprietary.

4. Specifically, the name of the person(s) at El Cheapo that rented the subject truck on 6/1/13.

RESPONSE: El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents. Subject to and without waiving the foregoing and General Objections, El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo.

Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.

BY: _____

GRAY T. CULBRRATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #7959)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

That this & next page proves they--*all*--knew the truth from Feb. 11, 2014 *below*--onward: & really from the beginning!!

Columbia, South Carolina
February 11, 2014

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w/ plaintiff's 8-3-15 motion for rule 11 sanctions et al.

PLAINTIFF'S ITEM #5
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

1 BY MR. TAYLOR:
2 Q. Ready? Mr. Rahal, I would like to just
3 draw your attention to the item that we just
4 finished with and ask one final question. That
5 statement that you just read, I won't ask you to
6 read it again, is that a true statement that your
7 attorney signed here? Is that -- that -- that's
8 true it -- just to refresh, it says, "El Cheapo
9 states that the person that rented the subject
10 U-Haul truck to Reginald Morton was Roy Rahal, the
11 manager of El Cheapo." Is that a true statement
12 your lawyer signed?
13 A. Yes, sir.
14 MR. CULBREATH: Object to the form.
15 You can answer.
16 MR. TAYLOR: Object to the form?
17 MR. CULBREATH: Uh-huh.
18 BY MR. TAYLOR:
19 Q. I want you to look at Item No. 6, 7, and
20 8. Well, let's do them one at a time. Item No. 6.
21 MR. TAYLOR: It's Item No. 6.
22 (Exhibit No. 6 was marked or
23 identification.)
24 MR. CULBREATH: I'll note for the
25 record that the document has been altered. It has

June 8, 2015

To: All Attorneys
Below on Bottom

From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

Re: Case No: 2013-CP-43-1808 / Charles Taylor v. U-Haul, et al.

Dear Sir/Madam:

I've not yet obtain a copy of Defendant Roy Rahal's transcript and video deposition; but maybe you have; and thus can confirm for yourselves what I alluded to in my June 2, 2015 letter to you.

To be a bit clearer, I am sure you know that in all pleadings etc. to date, especially in & since the 6-9-14 amended complaint, you have advocated, (among other things—now debunked directly by the Defendant—Roy Rahal—to avoid perjuring himself-*again*), that he did not rent the subject U-Haul truck to drug dealer and bail jumper Reginald Morton. He-in his 6-2-15 deposition, among other things, said that's false! With that, I'll just say as I've said before, & will repeat here once again, that, everyone know the rules-(all the rules) & (the law) & (the penalty for violating each & every one of them)—as they relates to the subject matter—and otherwise as it relates to this litigation.

I guess my first inclination is simply to ask each one of you—what is your response as to what your very own Defendant Roy Rahal said-versus-what you have been advocating for him, and whether you plan to continue advocating same or retract it? I'm waiting on your prompt reply!

Also, as to my letter-offer 5-14-15 to settle thru 6-8-15 for $12, 650,000.00-it's hereby withdrawn; & especially so to, because of the item attached. I hope you see the wisdom of not prolonging.

Sincerely Yours,

Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:
Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

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w/ plaintiff's 8-3-15 motion for rule 11 sanctions et al.

Sumter Cardiology
A Lexington Medical Center Physician Practice

540 Physicians Lane, Sumter, SC 29150
(803) 778-1941 • FAX: (803) 938-8513
SumterCardiology.com

Mitchell W. Jacocks, MD
C. West Jacocks, IV, MD
Leslie A. Behen, PA-C

Nuclear Stress Test Instructions

Dear Patient: Charles Taylor

Your doctor has recommended that you have a Nuclear Stress Test. Special medications are ordered specifically for your test, therefore, please give a 24-hour notice if you are unable to keep your appointment.

PLAINTIFF'S ITEM #38
re: Defendants Roy Rehal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Instructions:

1. Please inform the technologist if you may be pregnant.
2. Please allow 2 ½ to 4 hours for this test.
3. Do not take any medication the day of your test, unless otherwise instructed. ****Diabetic Patient See #5****
4. Drink 2 cups of water before you arrive.
5. Do not eat after midnight unless you have an afternoon appointment, then you may have a light breakfast (toast, cereal, bagel, etc.) It is okay to brush your teeth if you are fasting. ****If you are diabetic and take medication for your diabetes, only take ½ of the diabetic medications with a light breakfast 2 hours before your appointment time, even if you have a morning appointment.****
6. **No caffeine.** This includes caffeine-free coffee, tea, or sodas the day of the test.
7. Wear comfortable clothes and walking shoes.
8. You may eat and drink after the stress portion is complete. You may bring a snack.

Appointment Date: Thur. June 11, 2015 Time: 2:30 ☐ A.M. ☒ P.M.
Location: Dr M. Jacocks office

If you have any questions, please call Nancy or Margaret at (803) 778-1941

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w/ plaintiff's 8-3-15 motion for rule 11 sanctions et al.

ABOUT THE TEST: An IV will be placed in your arm for the administration of a small amount of radioactive material to allow imaging of your heart. We will take a series of pictures while you are lying still on an imaging table. A treadmill stress test will be done after this time. If you are unable to exercise a drug can be given through the IV to simulate exercise. After the stress portion, another series of pictures will be taken.

2013 South Carolina Code of Laws
Title 15 - Civil Remedies and Procedures
CHAPTER 36 - SOUTH CAROLINA FRIVOLOUS CIVIL PROCEEDINGS SANCTIONS ACT
SECTION 15-36-10. Frivolous lawsuits; signing pleadings; imposition of sanctions; notice and opportunity to respond; reporting violations.

Universal Citation: SC Code § 15-36-10 (2013)

(H) If the court imposes a sanction on an attorney in violation of the provisions of this section, the court shall report its findings to the South Carolina Commission of Lawyer Conduct.

(K) The provisions of this section apply in addition to all other remedies available at law or in equity.

(M) All violations of the provisions of this section must be reported to the South Carolina Supreme Court and a public record must be maintained and reported annually to the Governor, Senate, and House of Representatives.

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w/ plaintiff's 8-3-15 motion for rule 11 sanctions et al.

RECORDED
2015 AUG -3 PM 4:06
JAMES T. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

CERTIFICATE OF SERVICE

2013-CP-43-1808

That this is to certify that a copy of the pleadings listed below have been served upon the party(s) or their attorney(s) listed below by depositing a copy of same in the U.S Mail from Sumter, South Carolina on the date listed below.

Pleadings Served: Plaintiff's notice and motion for rule 11 sanctions et al.

TO:

The Law Firms of Gallivant, White, & Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.: (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis); & James E. Brogdon, III., Esq.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq. of Bryan Cave-Atlanta, Ga.)
LAW FIRMS—ATTORNEYS REPRESENTING DEFENDANTS HEREIN

Respectfully Submitted:

Charles Taylor, Plaintiff Pro Se
332 Myrtle Beach Highway
Sumter, S.C. 29153
(803) 609-7990

Sumter, South Carolina

August 3, 2015

STATE OF SOUTH CAROLINA)	
)	COURT OF COMMON PLEAS
COUNTY OF SUMTER)	
CHARLES TAYLOR)	
PLAINTIFF,)	
	TRANSCRIPT OF RECORD
v.)	13-CP-43-1808
STOP "N" SAVE, INC.,)	
D/B/A EL CHEAPO PLUS #7)	
AND ROY RAHAL,)	
DEFENDANTS.)	

October 14, 2015
Sumter, South Carolina

B E F O R E :

THE HONORABLE GEORGE C. JAMES, JR., JUDGE

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

CHARLES TAYLOR
Pro Se

RANDY J. SORIANO, ESQ.
GRAY T. CULBREATH, ESQ.
Attorneys for Defendants

FRANCES BAKIS-RAY, RPR
Circuit Court Reporter

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EXHIBITS

PLAINTIFF'S:

No.	Description	I.D./EVD.
1	Letter	47/47
2	Pictures	122/122

1 THE COURT: All right, what I have as far
2 as my preliminary list is a defendant's motion for
3 summary judgment — and these are in no particular
4 order — defendant's motion for protective order,
5 defendant's motion for sanctions and costs,
6 defendant's motion to dismiss for vexatious
7 litigation conduct. Are there any other motions
8 from the defendant?
9 MR. CULBREATH: Your Honor, let me check
10 here. I believe those are all of our motions. Let
11 me check in my notebooks here. That's correct.
12 THE COURT: All right, Mr. Taylor, what
13 motions do you have?
14 MR. TAYLOR: Your Honor, I have a motion
15 for summary judgment and a motion for leave to
16 amend, a motion for sanctions under Rule 11, and a
17 motion for sanctions under Rule 33. I have a copy
18 here if you would like me to pass it up.
19 THE COURT: All right, okay, you can hand
20 those up, yes, sir. Hand them to Mr. Prince so
21 he'll hand them to me. So that by my count is eight
22 motions?
23 MR. TAYLOR: Yes, Your Honor, I believe
24 that's correct.
25 THE COURT: All right. I want to hear

1 first from Mr. Culbreath.
2 The way this will work, Mr. Jones [sic], I
3 know you're not fully experienced in these
4 procedural matters in court; but the way, I will
5 allow the moving party on these four motions, that
6 being the defendants, to argue his position, then
7 you'll have a response, and there will likely be
8 some back and forth that I will allow to a certain
9 extent and then that motion hearing will be over and
10 we'll move to the next one. When it comes to your
11 motions you will certainly argue first, then
12 Mr. Culbreath and then we'll engage perhaps in the
13 same back and forth. What I won't permit is either
14 side to interrupt the other. This is not gonna be
15 like a political talk show where everybody just
16 starts talking. If that is the case, I will reserve
17 the right to just terminate the hearing at that
18 point and move to the next point. All right, so you
19 can have a seat.
20 And even if you hear something that you
21 consider to be totally outrageous and incorrect, you
22 might as well keep your seat because I will likely
23 ask you to sit down.
24 Of course, Mr. Culbreath from the other
25 hand, when Mr. Jones is arguing, if you hear

1 something that you think is equally outrageous you
2 can just keep your seat because I know that in this
3 case in particular nobody is going to agree with
4 anything the other side says so that's not gonna to
5 be a surprise to me.
6 All right, Mr. Culbreath, I'll allow you
7 to argue the motions in any order you see fit, but
8 the floor is yours.
9 MR. CULBREATH: But Your Honor, by way of
10 introduction I'm here with Randy J. Soriano who is a
11 member of the Missouri Bar.
12 THE COURT: All right.
13 MR. CULBREATH: He is admitted pro hac
14 vice of this court. He is going to argue the motion
15 for summary judgment on behalf of defendants and
16 logically it makes sense as the first file motion
17 and also dispositive the case to be argued first so
18 I'm gonna proceed the floor to Mr. Soriano to make
19 that argument.
20 THE COURT: Do you have a card for me and
21 for the court reporter?
22 MR. CULBREATH: Your Honor, I handed those
23 up to the court reporter before we started this
24 morning.
25 THE COURT: Okay, good enough. All right,

1 Mr. Soriano.
2 MR. SORIANO: Thank you, Gray. Thank you,
3 Your Honor. As Mr. Culbreath mentioned, my name is
4 Randy Soriano. I'm with the law firm of Bryan Cave
5 out of St. Louis, Missouri. And just brief
6 introduction, we have been national counsel for
7 U-Haul for the better part of the last 12 years and
8 I've actually been a part of that team that
9 represents U-Haul since we started as their national
10 counsel about 12 years ago. Just so the Court
11 doesn't get confused, I don't know how much the
12 Court has had the opportunity to read. U-Haul is
13 not a defendant in the case. It's actually a local
14 dealer called El Cheapo and Mr. Roy Rahal who was
15 the manager on duty on the day of the rental
16 transaction.
17 I think for the purpose of summary
18 judgment, Your Honor, it's extremely important to
19 remember at the onset that this is a negligent
20 entrustment case, okay. We have done our best to
21 interpret Mr. Taylor's complaint. We — and
22 actually in our motion for summary judgment to some
23 degree, Your Honor, to be frank, we argue in the
24 alternative because if his claim was read as a
25 negligence case per se derivative liability as

1 against my clients in this case, then there's one
2 reason why it's dispositive and we win. If,
3 however, one looks at it as a negligent entrustment
4 case there's another reason, and we've addressed all
5 those things in the interest of making sure that the
6 Court understands that it doesn't matter how
7 Mr. Taylor's claims against the defendants in this
8 case are read, they all fail as a matter of law.
9 So I'll go ahead and start with a
10 situation where the court were to read Mr. Taylor's
11 claims against the defendant El Cheapo and Mr. Rahal
12 as negligence claims. If they're interpreted as
13 negligence claims, then the only way that Mr. Taylor
14 would be able to state a claim would be a derivative
15 liability claim. As the Court is aware from the
16 reading, this is a situation where a vehicle was
17 rented to some individuals. Those individuals'
18 names were Odell Morton and Reginald Morton. Odell
19 and Reginald are not parties to this action, okay,
20 so if Odell and Reginald were negligent in anyway
21 after the rental of the vehicle, that would not
22 support a claim for negligence against the
23 defendants, as the Court is aware, because the
24 Graves Amendment. The Graves amendment was passed
25 in 2005, and it federally preempts in every state in

1 the union a negligence claim against the lessor of
2 the vehicle for the negligence of the lessee. So as
3 I've been doing these cases over the years prior to
4 2005 when we would be defending a case like this,
5 you would in certain states they had what's called
6 lesser liability statutes, the rental company would
7 actually have to defend the conduct of the driver.
8 Graves did away with that and no longer is a lessor
9 ever liable for the negligence of the driver. The
10 only caveat to that is the NFR; again, that's not
11 applicable here. So if the claims of Mr. Taylor
12 against the defendant El Cheapo and Mr. Rahal are
13 interpreted as a negligence claim they fail under
14 Graves and our motion addresses that.
15 I think another intellectually honest
16 reading of Mr. Taylor's Complaint might be that it's
17 a negligent entrustment claim, Your Honor. South
18 Carolina law is actually ——
19 THE COURT: When you say — going back,
20 when you say derivative you mean principal agent?
21 Derivative liability or some sort of imputed
22 liability?
23 MR. SORIANO: Imputed liability.
24 THE COURT: Vicarious.
25 MR. SORIANO: Vicarious liability, yes,

1 Your Honor, that is exactly what I mean. So we, the
2 point being that the defendants can't be liable.
3 They obviously — neither of the defendants were
4 driving the vehicle that Mr. Taylor claims hit his
5 home. Another important point is it's a property
6 damage case, sir; it's not a personal injury case.
7 So Mr. Taylor alleges that the vehicle hit into his
8 rental property, okay, so neither El Cheapo or
9 Mr. Rahal were driving the vehicle. So if you were
10 to impute the liability to them because of
11 something, they had some duty, which again our
12 motion explains that no duty exists, the easiest way
13 to dispose of that claim and properly under the law
14 is to say that the derivative liability, imputed
15 liability claims as a matter of Graves Amendment.
16 So does that make sense, Your Honor, does that
17 answer your question?
18 THE COURT: I think it does.
19 MR. SORIANO: Fantastic. So moving on to,
20 if one were to read Mr. Taylor's Complaint as a
21 negligent entrustment claim; and frankly, to be
22 frank with the bar, what I've seen over the years
23 that I've been working on these cases is that once
24 Graves came into effect many, the plaintiffs' bar
25 generally moved to negligent entrustment claims

1 because it's a way to assess the liability of the
2 lessor as a primary agent, to use the Court's word,
3 as opposed to derivatively which they can no longer
4 do because of Graves. So then the facts that become
5 probative of the negligent entrustment claim go to
6 what occurred or what knowledge either the lessor,
7 the rental agent, had on the day of the rental; knew
8 or should have known is the fair standard. It's
9 interesting to note that South Carolina law of
10 negligent entrustment actually is somewhat unique
11 and it hasn't changed. The supreme court hasn't
12 changed this in South Carolina.
13 THE COURT: It's very restrictive.
14 MR. SORIANO: It is, Your Honor, it is.
15 And that's why I was going to read it because I
16 wanted to make sure I had it right. I mean, the
17 elements of negligent entrustment claim in South
18 Carolina are, one, knowledge of or knowledge
19 imputable to the owner that the driver was either
20 addicted to intoxicants or had the habit of
21 drinking. That's the first element. The second
22 element is that the owner knew or had imputable
23 knowledge that the driver was likely to drive while
24 intoxicated, likely to drive while intoxicated. And
25 then the third element is under these circumstances

1 which must be established in order to establish the
2 prima facie case, the entrustment of vehicle by the
3 owner to such a driver.
4 So as a threshold matter, Your Honor, if
5 one simply looks at negligent entrustment of South
6 Carolina, none of the allegations by Mr. Taylor in
7 his Complaint would meet that claim, okay. What
8 Mr. Taylor claims is that the defendant El Cheapo
9 and Mr. Rahal rented the vehicle to a gentleman
10 named Reginald Morton who didn't have a valid
11 driver's license at the time of the rental, okay.
12 To help the Court, Reginald and Odell are actually a
13 father and son. Odell is the father, Reginald is
14 the son.
15 So, on its face I believe that the Court
16 would have the ability to dismiss the claim because
17 the alleged entrustment is not based on an
18 intoxicant. And clearly as I've read, that's
19 required under South Carolina law. But if the Court
20 wanted to look beyond that and say, well, was there
21 another failure of this entrustor to properly rent
22 the vehicle, one could look at the conduct that Mr.
23 Taylor alleges, that the vehicle was entrusted
24 Reginald Morton and he didn't have a driver's
25 license. Now we go to the key evidence in the case

1 that shows why motion, that judgment as a matter of
2 law is proper in the defendant's — on even if one
3 considers that claim.
4 THE COURT: In other words, you're gonna
5 make an argument that even if it's not restricted to
6 intoxication situation you're still entitled to
7 judgment as a matter of law?
8 MR. SORIANO: Absolutely, Your Honor.
9 THE COURT: That's what you're gonna to
10 explain now?
11 MR. SORIANO: Not only am I going to
12 explain it, Your Honor, hopefully it will make sense
13 for the Court, but that's what — we have that in
14 our motion and we actually attach the evidence which
15 shows, shows these things. There were only three
16 individuals present at the date of the rental back
17 in June, I think it's June 2013 I believe. And
18 those individuals were Reginald Morton, Odell Morton
19 and Roy Rahal. So Reginald and Odell I've already
20 talked about —
21 THE COURT: In the office?
22 MR. SORIANO: In the office, exactly, yes,
23 Your Honor. And Mr. Rahal. Mr. Taylor was not
24 there. Mr. Taylor has been unable to come forth
25 with a scintilla of evidence to talk about what

1 happened on the date of the incident, okay. So what
2 we have to rely on in deciding whether there's
3 evidence sufficient to grant judgment or favor, Your
4 Honor, is as the Court knows, is to look at what is
5 the evidence that's been put in front of the Court.
6 We have taken the deposition of Mr. Reginald Morton,
7 the individual who was there that day; and Mr.
8 Taylor has taken the deposition of Roy Rahal.
9 Moreover, there are documents that we attached to
10 our summary judgment motion, namely, the rental
11 contract and actually the DMV record of Odell
12 Morton's DMV history.
13 THE COURT: Odell?
14 MR. SORIANO: Odell, that's correct, Your
15 Honor. And that's the key point to this case and I
16 think that, really, the facts are undisputed about
17 what I'm about to explain. What the testimony shows
18 from those witnesses and establishes in a manner
19 that has not been rebutted at all by Mr. Taylor
20 'cause frankly he can't rebut it, is that Odell and
21 Reginald went into the El Cheapo, the rental agency,
22 and Reginald did not have a valid driver's license.
23 Reginald paid for the rental with a credit card,
24 okay. Again, that's okay, Reginald can pay for the
25 rental. What the dealer can't do without running

1 afoul, if you again want to argue that not having a
2 valid driver's license and entrusting it would meet
3 the elements of a South Carolina entrustment claim,
4 what I believe that Mr. Taylor's arguing is that the
5 entrustment went to Reginald; it did not. The
6 entrustment of the vehicle went to Odell Morton.
7 Odell had a valid driver's license. The rental
8 contract is signed by Odell Morton. In an abundance
9 of caution and just to show the Court that is
10 accurate we pulled the DMV records to show that the
11 license was valid on the date of the rental.
12 Now again, assume that the Court wants to
13 consider whether the entrustment was to one with a
14 valid driver's license, and I can only speak to
15 other states because, again, South Carolina doesn't
16 have that as part of their element. The law in
17 every other state that I've practiced in, Your
18 Honor, on this point, goes to the facial validity of
19 the driver's license so the entrustor of the vehicle
20 in a rental sense is to look at the driver's license
21 and insure the facial validity. That was done here.
22 THE COURT: In any other states are they
23 charged with the responsibility of pulling a DMV
24 record?
25 MR. SORIANO: No, Your Honor, they're not,

1 they're not. The plaintiffs' bar might want that
2 but I'm not aware of the state that I'd ever
3 practiced in front of where the duty goes beyond
4 pulling the DMV record.
5 THE COURT: How about any other states
6 where you don't practice?
7 MR. SORIANO: I don't know. I've never
8 done a survey of that, Your Honor. I will tell you
9 that it is my belief and as an officer of the Court
10 I'm confident to say to you that I don't believe
11 there is.
12 THE COURT: And when you say y'all pulled
13 Odell's DMV records did it show anything?
14 MR. SORIANO: No, it did not, Your Honor.
15 It did not so —
16 THE COURT: He did not have any driving
17 offenses that would put an ordinary and reasonable
18 and prudent person on alert?
19 MR. SORIANO: That's correct. And do we
20 have that? The record I attached.
21 THE COURT: Okay.
22 MR. SORIANO: But again, Your Honor, just
23 so the Court is not confused, we — you'd first have
24 to assume a duty to check for the facially valid,
25 and I'm fine with assuming that duty because it was

1 certainly done. But the second thing is, that I'm
2 not aware of South Carolina or any state in the
3 union as I've just said, requiring a renter of a
4 vehicle to pull the DMV record so that would be a
5 duty that is not recognized in any court in the
6 country to my knowledge. But even if one did that,
7 if the question is even if one did that would the
8 record have put us on notice, and the answer is no.
9 The other thing, Your Honor, is, again, going back
10 to South Carolina law on this, I think that if one
11 assumed all those duties it would also have to go to
12 an intoxication issue.
13 THE COURT: Right.
14 MR. SORIANO: Okay. So Odell Morton signs
15 for the vehicle. It's his signature on the
16 contract. I think it's worthy of note, although
17 it's probably too granular as the Court I'm sure
18 appreciates this and we've been living this case
19 every day and the court hasn't; but even a cursory
20 look at Odell Morton's driver's license and his
21 signature thereon and Odell Morton's signature on
22 the rental contract, I'm not a handwriting expert,
23 they're the same, the same —
24 THE COURT: Well, what does the deposition
25 testimony say about who signed it?

1 MR. SORIANO: It's unequivocal. It is
2 that Odell signed the contract. Reginald paid for
3 it which is again is okay 'cause paying for it is
4 not an entrustment, and there is no evidence to
5 suggest that the vehicle was entrusted for driving
6 purposes to Reginald Morton. The testimony is that
7 Odell showed his driver's license, Rahal checked it,
8 it was facially valid, Odell got in the truck and
9 went away. At that point the facts that would be
10 probative of whether or not there was a negligent
11 entrustment are done, and I think that that's
12 absolutely accurate. So, and the reason why I say
13 that fore the Court is, Mr. Taylor can say in his
14 affidavits anything he wants about outrageous
15 conduct by Mr. Reginald Morton at his property and
16 banging into his house and doing so in this
17 aggressive manner; and he has affidavits in his
18 summary judgment motion that say all those things.
19 The problem and the way I deal with those, Your
20 Honor, is that they're not relevant or probative,
21 nor do they raise a general issue of material fact
22 in any way as it relates to negligent entrustment
23 claim 'cause the entrustment is over at that point.
24 So the evidence is undisputed. There is,
25 there's nothing about the evidence brought forward

1 by Mr. Taylor that will rebut those key critical
2 points that would raise a genuine issue of material
3 fact as to a negligent entrustment claim as to the
4 defendants in this case. I think that really hits
5 it and the highlights from our motion unless subject
6 to the Court's questions on that point.
7 THE COURT: Let's just assume that the
8 Graves Amendment doesn't exist. What would
9 extinguish as a matter of law any liability flowing
10 from a vicarious liability claim?
11 MR. SORIANO: I think, I think —
12 THE COURT: Is it the same type, the same
13 setup about Odell being the leasing party?
14 MR. SORIANO: I think so. I think so,
15 Your Honor, I think that's right. I mean, there
16 would still have to be duty, breach of duty, you
17 know, and all the required elements of a negligence
18 claim; but I don't see how they wouldn't both turn
19 on the issue of did the lessor of the vehicle
20 extinguish the duty properly and in a reasonable
21 manner.
22 THE COURT: Well, let's say for example,
23 in the flooding, I've had to rent two vehicles to
24 replace my vehicles.
25 MR. SORIANO: Okay, Your Honor.

1 THE COURT: If I go blow a red light, is
2 the company that I leased or rented the vehicles
3 from vicariously liable for what I do?
4 MR. SORIANO: Absolutely not, no. I'm not
5 aware of that. Again, I think that the analysis
6 would be identical to — Graves does away with that.
7 THE COURT: Well, even if Graves didn't do
8 away with that I would never contemplate a situation
9 where Enterprise or X, Y, Z leasing would be liable.
10 MR. SORIANO: Let me answer the question.
11 Now I think I understand what's the Court's question
12 is. Only certain states in the United States had
13 what was called lessor liability statutes. They
14 really came out of a policy decision that certain
15 states felt that in your example, Your Honor, that
16 if that individual rents the vehicle and then blows
17 the red light, for policy reasons they wanted to
18 shift some of that cost to the renter of the vehicle
19 because they felt that you had an innocent third
20 party hit by the person who blew the light and the
21 driver might not have any coverage and they could
22 take it to the rental agent, the rental company.
23 And that's why, as I think I articulated to the
24 Court that, before 405 we actually in certain states
25 had to defend the negligence of the driver.

1 THE COURT: I see.
2 MR. SORIANO: Okay. I don't believe South
3 Carolina, and the genesis of the Court's question I
4 believe, Your Honor, is that I don't think South
5 Carolina had lessor liability laws that would have
6 needed the preemptive effect of Graves. And in
7 fact, to the Court's point, when we researched this
8 issue with my firm and also Mr. Culbreath's firm, we
9 could not find a case that employed Graves because
10 of the absence of lessor liability statutes. In
11 other jurisdictions where there were lessor
12 liability statutes, that's where the vast majority
13 of your Graves Amendment case — and we cited them
14 in our brief — come into fact, into play because,
15 of course, you needed to preempt something, if that
16 makes sense, right.
17 THE COURT: I guess my question, the
18 better question is, aside from Graves is there any
19 evidence of true agency or master servant or
20 anything else that would create a vicarious
21 liability situation?
22 MR. SORIANO: As between the defendants
23 and the renters, the vehicle, there is none, Your
24 Honor, absolutely not. No. I mean, these were just
25 Mr. Morton, Odell Morton and Reginald Morton, are

1 just two individuals who happened to live in Mr.
2 Taylor's rental property, but there was no — and I
3 think you're going to a portion of a motion where we
4 argue the duty issue, and the duty issue would
5 require some type of special relationship; that did
6 not exist here. I mean, before the Mortons walked
7 into El Cheapo to rent it and rented it from
8 Mr. Rahal there was no, there's no relationship.
9 There's no special relationship; they were just two
10 individuals going to rent a vehicle. Mr. Rahal
11 didn't know those individuals from Adam and nor did
12 El Cheapo. I hope that answers the Court's
13 question.
14 THE COURT: It does. All right.
15 MR. SORIANO: So I think that that really
16 addresses the meat of our judgment as a matter of
17 law claims and the evidence that we put forth that
18 does that. I do — before I move on 'cause the last
19 piece is the negligent infliction of emotional
20 distress which we also argue which we are confident
21 we deserve judgment as a matter of law, I do want to
22 perspectively hit a couple of points that Mr. Taylor
23 has made in opposition so that the Court understands
24 why we do not believe that they're correct.
25 First, in Mr. Rahal's deposition, he in an

1 artful manner I think in response to some of
2 Mr. Taylor's questions says, I rented the vehicle to
3 Reginald. Well, what he means is he paid for it.
4 He made it very clear that Reginald paid for the
5 truck. Odell signed the rental agreement and drove
6 the truck away. So the probative facts for the
7 Court as to the entrustment go to who was the
8 vehicle entrusted to for driving purposes, not
9 whether or not somebody else paid for it. And I'm
10 not, again, I'm not aware of anything under South
11 Carolina law or any state in any country, in any
12 state in this country that I've been in which would
13 say that the person paying for the vehicle is having
14 it entrusted to him. And in fact, there's nothing
15 from certainly from our perspective or anything I'm
16 aware of in South Carolina or anywhere else that
17 would say that having one individual pay for it but
18 another person show the valid driver's license and
19 drive the vehicle away is not proper from an
20 entrustment standpoint. So he argues that the Rahal
21 depo that Rahal says, I rented it to Reginald; but
22 again, without cherry picking quotes if the
23 deposition were read and we put the relevant quotes
24 in ours, it shows that what Mr. Rahal testified to
25 which is completely consistent and corroborated with

1 what Reginald Morton testified to which is Reginald
2 paid for it, Odell showed his driver's license,
3 Odell drove the vehicle. So that's point number
4 one.
5 Point number two, at some point Mr. Taylor
6 came forward with an affidavit from an individual we
7 don't even know. We — but another individual, who
8 said that in the affidavit said —
9 THE COURT: What's that person's name?
10 MR. SORIANO: Mary Mitchell. Thank you,
11 Mr. Culbreath. Mary Mitchell. Who said something
12 along the lines of, well, Odell couldn't have
13 rent — it's a conclusive affidavit.
14 MR. CULBREATH: That's Rosa McBride.
15 MR. SORIANO: You're right. Rosa McBride,
16 I'm sorry, Your Honor. Said something along the
17 lines of Odell couldn't have rented the vehicle
18 because I saw him that day and he was bed ridden,
19 okay. That affidavit does not raise a genuine issue
20 of material fact because it does not dispute, nor
21 could it in any reasonable way, that the testimony
22 of Mr. Rahal and Mr. Morton, Reginald Morton, are
23 accurate. If that affidavit were to say, let's say,
24 I was with him the entire day and therefore he could
25 not have left the house, then give it somehow

1 perhaps the Court can interpret that as being,
2 raising a genuine issue of material fact for a fact
3 finder. But that's not what it says, Your Honor.
4 And even if I take the affidavit at face value and
5 say that it has the ability to in the Court's eyes
6 raise a genuine issue of material fact as to whether
7 Odell was there, the two pieces of evidence don't
8 contradict each other as I hopefully just explained.
9 That Rosa McBride individual could have seen
10 Mr. Odell in bed earlier in the day, and that can
11 coexist and not raise a genuine issue of material
12 fact for the fact that the two sworn deponents in
13 this case say they showed up at the rental place,
14 Odell was there, Odell showed his valid driver's
15 license. What the Court would have to do to say
16 raise a general issue of fact is they'd have to
17 ignore all of that evidence, and they'd have to
18 ignore the signature on the rental agreement and
19 they'd have to — so I don't think it raises a
20 general issue of material —
21 THE COURT: What did Odell say in his
22 deposition?
23 MR. SORIANO: Odell did not sit for a
24 deposition. Your Honor, when Mr. Culbreath traveled
25 to Maryland to get Reginald's deposition Mr. Odell

1 was not available for deposition.
2 THE COURT: What did Reginald say?
3 MR. SORIANO: Reginald's deposition was
4 absolutely that he paid for it with his credit card
5 and Odell showed a valid driver's license, signed
6 the contract, and drove the vehicle the entire time.
7 THE COURT: Was he questioned at all by
8 either side about the bedridden status of Odell, or
9 had that not come to light yet?
10 MR. SORIANO: I don't even think we had
11 the affidavit at that point, or did we, I'm not
12 sure.
13 MR. CULBREATH: I'm not sure, Your Honor.
14 MR. SORIANO: I'm not sure, but it would
15 completely contradict all this evidence that says
16 that Odell was there.
17 THE COURT: Well, let's assume that it
18 does create a genuine issue of fact about who signed
19 what and who was there, does the Graves Amendment
20 trump that from a negligent or vicarious liability
21 standpoint?
22 MR. SORIANO: Well, I think to be precise
23 it would certainly extinguish vicarious liability.
24 No, negligence entrustment claims can still exist in
25 the face of Graves so —

1 THE COURT: Well, what I'm saying though,
2 is — well, you still have the intoxication; that
3 might be a better question.
4 MR. SORIANO: That's another big issue.
5 But Your Honor, my point is this, in order to raise
6 a genuine issue of material fact, the fact rebutting
7 that must eliminate one of the elements of the
8 evidence that supports judgment of matter of law for
9 my client.
10 THE COURT: I understand your argument on
11 that. My question, I didn't state it correctly,
12 what — even if you have Graves you still have
13 negligent entrustment in other states?
14 MR. SORIANO: Yes, Your Honor.
15 THE COURT: Okay, that's my question.
16 MR. SORIANO: Yeah, right, exactly.
17 THE COURT: But in South Carolina —
18 MR. SORIANO: I would still be arguing —
19 yeah.
20 THE COURT: In South Carolina at least at
21 this stage, the common law is that negligent
22 entrustment only applies to intoxication situations.
23 MR. SORIANO: That is my reading of the
24 law. That's exactly right, Your Honor.
25 THE COURT: Okay, all right.

1 MR. SORIANO: So, and the only other
2 argument that is made to try to rebut the undisputed
3 evidence we have that all the paperwork, the DMV
4 records, the two deponents of two or three people
5 that were there, all that evidence which supports
6 our arguments for judgment as a matter of law is
7 that then Mr. Taylor in the face of all that says,
8 well, it's a forgery, it's a forgery. Now that's
9 not, as the Court appreciates I'm sure, that's not
10 evidence. That's lawyer argument. If we were, if
11 we were, if we had litigants, you know, lawyers on
12 both sides the Court would not permit lawyer
13 argument to overcome evidence. What I believe that
14 the plaintiff would have to have is they'd have to
15 come forward with a handwriting expert, put the
16 handwriting expert up and have the handwriting
17 expert once getting past the Daubert standard or the
18 South Carolina equivalent, Your Honor, would have to
19 say that I looked at these two signatures and I
20 think they're fraudulent or forged in some way.
21 What the Court can't permit the plaintiff to do is
22 to substitute what in essence is lawyer argument for
23 the undisputed evidence. So that's how I would
24 address the three things that Mr. Taylor has used to
25 argue against the undisputed evidence. None of

1 those raise a genuine issue of material fact under
2 the law and summary judgment is proper for both
3 defendants.
4 Let me hit the last point of our summary
5 judgment motion; that's the negligent infliction of
6 emotional distress piece. That fails for a lot of
7 reasons too that we cover in our motion. First and
8 foremost there's not — the case law in South
9 Carolina which I've read and which we cite in our
10 memo, goes to very outrageous conduct, okay. I've
11 just explained what the conduct of the defendants
12 are. They rented a vehicle to an individual who
13 showed a facially valid driver's license.
14 Mr. Taylor wasn't there on the day of the rental,
15 Your Honor. They could not have done anything
16 outrageous to him. It's — there's not even
17 evidence that they did. Now what Mr. Taylor —
18 THE COURT: Outrageous in the sense of not
19 intentional infliction because we have, just so the
20 record won't be confused, outrage is a separate tort
21 which I don't think you're talking about and that's
22 intentional infliction of emotional distress. So
23 when you say outrageous you're talking about in the
24 context of negligent infliction of emotional
25 distress?

1 MR. SORIANO: That's exactly right, Your
2 Honor.
3 THE COURT: Okay.
4 MR. SORIANO: And the negligent infliction
5 of emotional distress piece, I should have gone to
6 the memo to make sure I said it right, it
7 requires — well, and what we took and I'm saying
8 negligent, but what we interpreted plaintiff's claim
9 to be was an intentional infliction of emotional
10 distress, I think I misspoke, which you're right,
11 they're two separate torts under the law. And we
12 talk about how because we believe his claims try to
13 state an intentional infliction of emotional
14 distress and our brief talks about the fact what the
15 elements there are, it's page 12 of our memo. But
16 under South Carolina law, Your Honor, the defendant
17 intentionally or recklessly inflicted emotional
18 distress or with certain or substantially certain
19 that such distress would result from his conduct;
20 that the conduct was extreme and outrageous so to
21 succeed all possible bounds of decency. So we
22 absolutely read Mr. Taylor's claims being
23 intentional infliction and we explained in our
24 memorandum ——
25 THE COURT: Not negligent?

1 MR. SORIANO: Not negligent. Not
2 negligent. And I misspoke when I said that, I'm
3 sorry, that's my fault. And so we cite cases in our
4 memo which talk about the nature of some of that
5 outrageous conduct that still has not stood scrutiny
6 under appellate courts in South Carolina, and they
7 go so far beyond the facts we have here. So for
8 example, individuals who made a person sit for
9 multiple polygraphs, I think that was one of the
10 cases from South Carolina, and that was deemed as
11 not even meeting the standard. What we have here as
12 the Court hopefully understands now, is that there
13 was never any direct contact on the day of the
14 rental between Mr. Taylor and the defendants in this
15 case; and so what, the best we can glean from Mr.
16 Taylor's allegations is that he suggests that — we
17 believe what he's arguing, Your Honor, is that
18 because the defendants have refused to settle with
19 him and pay him for these climbs that he's making,
20 that our defending ourselves litigation is
21 outrageous and it gives rise to his negligent
22 infliction of emotional distress claim. We're not
23 aware of a reported case in South Carolina or any
24 case in South Carolina that says when a party
25 defends itself that that's outrageous conduct giving

1 rise to a tort such as this.
2 Additionally, we can't find — and we
3 argued in our motion — property damage claims
4 usually do not give rise to negligent infliction, or
5 intentional infliction of emotional distress; it's a
6 property damage claim. Now Mr. Taylor doesn't have
7 an expert to support. He's got nobody to suggest
8 that causation occurred as a result of our truck
9 driven by Odell Morton hitting into his house, for
10 example, caused a tumor under his arm, Your Honor,
11 or caused a cancerous lesion on his back.
12 THE COURT: Is there a case — and my
13 recollection is that one of the party's name starts
14 with a P, he was sitting in his den when a car hit
15 his house. And that was supported a claim at least
16 for some type of emotional distress because he was
17 so upset about having almost been killed. That's my
18 vague recollection.
19 MR. SORIANO: Did you look at the case?
20 MR. CULBREATH: Yes, Your Honor, 'cause I
21 argued one of these cases in the supreme court. I
22 can't remember anything of the case. I believe the
23 defendant is Colonial, Colonial bread truck.
24 THE COURT: If I had to guess the
25 plaintiff's name was something like Parker or

1 Padgett or something like that.
2 MR. CULBREATH: I believe it's Padgett
3 versus Colonial, Your Honor. And in that case one
4 of the issues that's out there that the supreme
5 court has not yet taken on; I've argued to the
6 supreme court this. In that case Mr. Padgett was in
7 what we call the zone of danger. The house — or
8 the vehicle struck the house with him sitting in it.
9 THE COURT: He was watching TV.
10 MR. CULBREATH: He's watching TV, sitting
11 in the den, it comes into the den. As opposed to
12 here Mr. Taylor by his own admission is not in the
13 structure where the alleged collision occurs.
14 THE COURT: Was he watching?
15 MR. CULBREATH: He — according to one
16 affidavit he was watching, yes.
17 THE COURT: But he was like next door?
18 MR. SORIANO: Correct.
19 MR. CULBREATH: Correct.
20 MR. SORIANO: There's two houses at the
21 property owned by Mr. Taylor.
22 THE COURT: Yeah, I'm familiar with that,
23 okay. All right, go ahead.
24 MR. SORIANO: By his own admission —
25 that's a great point, Mr. Culbreath. He claims that

1 he was in the other house watching when he saw —
2 well, he claims Reginald Morton hit into his house;
3 but again, frankly —
4 THE COURT: Would any claim for negligent
5 infliction of emotional distress involving a
6 property damage issue also be analyzed under Graves
7 and are negligent entrustment statute, or is that a
8 separate analysis?
9 MR. SORIANO: I, my honest answer to the
10 Court on that would be that I believe it's a
11 separate analysis. I think that although we're not
12 aware of any case that would support it on facts
13 such as these —
14 THE COURT: But would it not require some
15 type of relationship between the driver and the
16 lessor?
17 MR. SORIANO: I would think so or else you
18 would be doing a complete and run around Graves
19 again. I think that's —
20 THE COURT: Okay. I moved you past what
21 your point so you can get back on track, and I
22 apologize for that.
23 MR. SORIANO: That's fine, Your Honor.
24 The point with intentional infliction of emotional
25 distress is that we're not aware of cases that

1 support it from a property damage claim, I guess,
2 except the example that we just discussed. The
3 second thing is that he doesn't have, I mean, a very
4 threshold level, Your Honor, in order to get to a
5 jury on this stuff he has to have an expert. He has
6 to have a doctor that says that, you know, the
7 physical manifestations of these alleged emotional
8 distress injuries flow from the conduct. And
9 frankly, I don't think you can get a, you know, a
10 credentialed licensed doctor to say that in any way
11 a vehicle hitting a house has caused somebody's
12 cancer or a vehicle hitting a house has caused
13 somebody's tumors. That just doesn't make any sense
14 to me, Your Honor.
15 Moreover, while he — we've asked for,
16 plaintiff has not produced any medical records to
17 support, for example, you know, he'd have to go see
18 a psychologist for this type stuff or being treated
19 for emotional distress type stuff which is what I
20 see in a typical emotional distress case.
21 THE COURT: And you're talking about
22 intentional infliction, not negligent?
23 MR. SORIANO: Yeah, correct. Either way
24 the damages picture and the causation requirement
25 under either law, Your Honor, is the same so the

1 plaintiff still has to come forward with evidence
2 that he suffered an emotional distress. And here's
3 the way I explain it and I hope this helps the
4 Court. I would absolutely say that in a personal
5 injury action, which isn't here, but if we had a
6 personal injury action could the plaintiff get up at
7 trial and say emotionally this hurt me, this harmed
8 me, I stayed up at night, I couldn't sleep, I had
9 fear, could the plaintiff say that? The answer is
10 yes. Would that potentially factor into the jury's
11 ruling on the verdict on damages of personal injury?
12 Answer again, yes.
13 Now when you go to the separate tort of
14 emotional distress there's a higher standard in
15 South Carolina and every other state that I'm
16 familiar with where they have to show the causation.
17 A person just can't get up, an individual layperson
18 can't just get up and say I haven't been able to
19 sleep at night and therefore I can satisfy the prima
20 facie elements of an intentional or negligent
21 infliction. Does that make sense to the Court?
22 THE COURT: Yes, sir.
23 MR. SORIANO: Okay. So those are the
24 points on the summary judgment. The only thing I'll
25 hit on summary judgment other than that, I think

1 that that really covers why we believe that judgment
2 as a matter of law is proper and the evidence that
3 we show supports that, and I think it even addresses
4 the rebuttal piece. I think that as part of what I
5 was going to argue also is our opposition to
6 plaintiff's summary judgment motion, but I'll get
7 that in time as the Court laid out. And then the
8 last piece that I was gonna argue, Your Honor, is
9 the motion to amend the pleadings, okay.
10 THE COURT: You're going to argue against
11 this motion to amend?
12 MR. SORIANO: Sorry, you don't want me to
13 do that either?
14 THE COURT: No, I want you, I want to wait
15 till Mr. Jones argue — excuse me, Mr. Taylor argues
16 that and then I'll have you respond to that.
17 MR. SORIANO: That's absolutely right,
18 Your Honor. So then I think that at this point I
19 would yield the floor to on the piece of our summary
20 judgment.
21 THE COURT: All right. Mr. Taylor, you
22 can make your argument. And you can stand at the
23 table or you can come to the podium, whichever you
24 want to do, but I'll be glad to hear your responses
25 to Mr. Soriano's arguments.

1 MR. TAYLOR: All right, thank you, Your
2 Honor. Your Honor, could I first pass up my hearing
3 brief for today. I believe the Court has a copy.
4 THE COURT: Yes, sir. Hand that to the
5 bailiff and he'll hand it to me. Keep your voice up
6 for the court reporter and me.
7 MR. TAYLOR: Your Honor, the first thing I
8 would like to do is direct the Court's attention to
9 for my argument to his motion for summary judgment
10 to page 2, item number 5, and I will ask the Court
11 to read it there.
12 THE COURT: Okay. That regarding the
13 defendant's May 12, 2015, amended summary judgment
14 motion, plaintiff wishes to make no further argument
15 against it other than to restate verbatim all of
16 which is already stated in plaintiff's May 19, 2015
17 amended reply, thereto, and in number 1 through
18 number 4 above. All these to be plaintiff's
19 verbatim hearing exhibits against this defendant's
20 summary judgment motion. Did I read that correctly?
21 MR. TAYLOR: Yes, sir. Your Honor, you
22 read that exactly correct there. So since I have
23 everything written down there I would let that stand
24 for my verbatim testimony against his motion for
25 summary judgment.

1 THE COURT: All right, I understand what
2 you're saying. Any other points that you would like
3 to make in opposition to the arguments Mr. Soriano
4 has raised or set forth in their memo because I
5 assume Mr. Soriano and Mr. Culbreath are gonna want
6 to incorporate in their argument everything in their
7 memorandum.
8 Is that right, Mr. Soriano?
9 MR. SORIANO: Absolutely, Your Honor. It
10 was filed with the Court, and yeah.
11 THE COURT: All right, go ahead Mr.
12 Taylor, anything additional in response to the
13 summary judgment motion?
14 MR. TAYLOR: Your Honor, I, in regards to
15 his filings I just received them last night, I have
16 a question. I received two letters here. Now I
17 have the memorandum of law that's listed in this
18 one. This one says the memorandum.
19 THE COURT: When you say "this one," what
20 are you talking about? What dates are on those
21 letters?
22 MR. TAYLOR: This is the filing I received
23 yesterday from them.
24 THE COURT: And the date of the letter is?
25 MR. TAYLOR: It is October 9th. It's just

1 that I — in this envelope is the memorandum of law.
2 I just don't see the memorandum itself and I was
3 wondering whether there was —
4 THE COURT: Well, just to make sure
5 everybody in the courtroom understands, I don't have
6 the October 9 letter either, I don't have the
7 memoranda either. But in the Clerk of Court's file
8 all of those are included in — what you call these
9 things? Binder or folder 6 of 6. So I'm gonna be
10 asking the other side for those memos frankly so I
11 can write on them 'cause I can't write on what's in
12 the Clerk's office.
13 MR. TAYLOR: Right, okay.
14 THE COURT: All right. The last thing I
15 received from Mr. Culbreath and Mr. Soriano is a
16 letter dated September 24 with the motions and a
17 three ring notebook of a memorandum of law in
18 support of a motion to dismiss for vexatious conduct
19 which we haven't gotten to yet; but anyway, I
20 understand what you're saying. And I'll ask you,
21 again, to allow you the time you need what else do
22 you want to tell me today about Mr. Soriano's
23 arguments?
24 MR. TAYLOR: Your Honor, other than what I
25 have there, the only thing that I will address

1 because he brought up something new in regards to
2 Odell Morton. All of my briefs in regards to Odell
3 Morton's driver's license are in the file. The
4 reason why I did not include them to be reviewed as
5 part of my memorandum here is because I only
6 received this last night. Since we did Mr. Rahal's
7 deposition and he admitted that, many times over,
8 that he rented the truck to Reginald Morton I
9 thought that issue was dead. That's why it is not
10 included in anything since that deposition was
11 taken. So I would just ask the Court to let my
12 pleadings in the file relating to Odell Morton's
13 driver's license, let those pleadings in there stand
14 as exhibits to in regards to his motion for summary
15 judgment.
16 THE COURT: Well, I think Mr. Soriano's
17 referred to it also so that's obviously in the
18 record.
19 MR. TAYLOR: Yes, sir. Yes, it is.
20 THE COURT: At the request or with the
21 consent of both parties.
22 MR. TAYLOR: Right, right.
23 THE COURT: Now let me ask you this, what
24 did Mr. Rahal say specifically about renting the
25 U-Haul to Reginald? What were his words?

1 MR. TAYLOR: Your Honor, his exact words I
2 have in the attachments to the things that I've just
3 passed the Court. I would just —
4 THE COURT: Well, you can paraphrase it.
5 What did he say?
6 MR. TAYLOR: I would paraphrase many times
7 over he admitted that he rented the truck to
8 Reginald Morton, many times over.
9 THE COURT: Was, did you question him or
10 did he ever say that Reginald came by himself?
11 MR. TAYLOR: Your Honor, I can't recall
12 there was questions around that specifically so I
13 can't say yes or no to that. But there is no — let
14 me just say verbally, there is no question in
15 Mr. Rahal's deposition because this was a central
16 theme of the whole deposition. Many times he
17 said — at one time I questioned him, I said, you
18 rented him the truck, you knew he didn't have a
19 license? He admitted yes. He admitted that he
20 rented him the truck. He knew he didn't have a
21 license. One other time I didn't — I was asking
22 somebody about Reginald Morton he said, yeah, he's
23 the one that rented the truck. So it's in there so
24 many times in one of the things that I just cited to
25 be used against his motion for summary judgment.

1 THE COURT: So what you're saying is, if I
2 read Mr. Rahal's deposition that will indicate to me
3 that he said many times over that he rented the
4 trailer, or the vehicle to Reginald?
5 MR. TAYLOR: To Reginald Morton
6 intentionally knowing he didn't have a license. And
7 Your Honor, you don't really have to read the whole
8 deposition because it's quite long. You can just
9 follow what I have in the, that I just laid out and
10 would be used against their deposition.
11 THE COURT: Yes, sir.
12 MR. TAYLOR: And many times. I got it
13 attached there. Everything I said I attached the
14 evidence.
15 THE COURT: All right.
16 MR. TAYLOR: And so I don't — before the
17 Court to review all that while we're here.
18 THE COURT: Well I'm gonna read the whole
19 thing so you don't have to worry about that. I know
20 it's long but...
21 MR. TAYLOR: Very well, very well. So I
22 can then just say then since you are going to read
23 it, I can go ahead on and say that I won't be
24 contradicted by that deposition if I say to you
25 numerous times over in that deposition it is no

1 question left that Rahal rented the truck to
2 Reginald Morton. I could say it a thousand times
3 but it's in there over and over again. He
4 intentionally rented it to him. He knew he didn't
5 have a driver's license, and it's in there.
6 THE COURT: All right. And just so the
7 court reporter's record is complete I'm opening that
8 original now, okay?
9 MR. TAYLOR: All right.
10 THE COURT: All right, go ahead. Anything
11 else, Mr. Taylor?
12 MR. TAYLOR: Let's see, other than what
13 we've already about Odell Morton's driver's license,
14 we've got that everything in the file that's
15 relating to that because I — we don't have a valid
16 driver's license; but even if he did, he didn't rent
17 the truck, just to cover that. That's all I want to
18 say in regards to opposing their motion for summary
19 judgment, Your Honor. Everything that I think you
20 have it down perfectly well.
21 And that, let's see, there's one other
22 thing here. Your Honor, there's, there is one last
23 thing I would like to pass up here if I may, and
24 I'll tell you what it is before I ask you to pass it
25 up. This is in regards to where I've repeatedly

1 asked for a copy or give me the name of the court
2 reporter or somebody that I can get in touch with to
3 get a copy of Odell Morton, I mean, Reginald
4 Morton's deposition so that I could prepare my case.
5 And I would like to pass a copy up to the Court
6 where to this day the only time I get a chance to
7 keep that Reginald Morton deposition is last night
8 in this right here. I'm just showing you here where
9 I have it ——
10 THE COURT: Just hand that up and let me
11 look at it so I can get your context of what you're
12 talking about.
13 MR. TAYLOR: Okay. So the long story
14 short is that ——
15 THE COURT: Let me read it. You can stop
16 talking for just a moment if you would so I can read
17 this and then be able to understand what you're
18 saying.
19 MR. TAYLOR: Would this be a good time
20 maybe take a two minute break so I can go take a
21 bathroom ——
22 THE COURT: We'll take a two minute
23 recess. Go right ahead. We'll go off the record.
24 (WHEREUPON, a recess was taken from the
25 proceedings.)

1 THE COURT: All right, Mr. Taylor, I've
2 read what you handed up. I'm gonna hand it back to
3 the bailiff so you can.
4 MR. TAYLOR: Could I leave that as an item
5 —
6 MR. CULBREATH: Your Honor, I'm not aware
7 of what he handed up.
8 THE COURT: Well, let's just — what it
9 is, is something clocked in May 28th, 2015, where he
10 has purportedly according to these documents asked
11 from you and Bryan Cave, LLP, for a copy of the
12 transcript and video of the deposition of drug
13 dealer and bail jumper Reginald Morton and Odell
14 Morton. That's a, that is a notice dated May 26 of
15 this year. There's a May 7 letter to Mr. Brogdon
16 who is with your firm that says, "Once again" — and
17 I'm going in reverse — "I kindly ask the defendants
18 provide me with video and stenographic copies of
19 depositions of the drug dealer and bail jumper
20 Reginald Morton and Odell Morton." And then there's
21 one pretty much the same thing from April 1 and,
22 one, and a certificate of service. So that's what
23 he's referring to. I think we may have gone over
24 that at the July 1 status conference. But in any
25 event, that is what you want to leave with me. Show

1 that please to Mr. Culbreath, Mr. Prince, and then
2 we'll make that an exhibit as to this hearing as
3 requested by Mr. Taylor.
4 Now Mr. Taylor, can you explain to me
5 under the rules how opposing counsel is supposed to
6 give you copies of those things when you can get
7 those yourself?
8 MR. TAYLOR: Well, that's one of — yes,
9 sir, I realize that. That's one of the items in
10 here where I said I'll find the exact page where I
11 said give me the court reporter so I can get it
12 myself. I wasn't really looking for them to just
13 give me a copy of it at their expense.
14 THE COURT: I see.
15 MR. TAYLOR: And I think that is
16 specifically since it's so important, I think it's
17 exhibit A where I said, as defendant well know by
18 copy 4 (inaudible) 2015 letter attached I request
19 the name and address of the court reporter person
20 who are to administer oath or the videographer so
21 that I could contact them directly for same or
22 otherwise if needed, but they refused. And I would
23 have contacted the court reporter and say, well, how
24 much does it cost for me to get a copy of
25 Mr. Morton's thing. But since nothing was provided

1 to me I had no way, they wouldn't respond to me of
2 getting a copy so I see where they're wanting —
3 THE COURT: I understand what you're
4 saying. We'll cover that when I come back to them
5 in just a moment. Any — and she's gonna — let's
6 stop for just ten seconds so she can mark that as
7 Court's Exhibit Number 1 for this hearing.
8 THE COURT REPORTER: Court's?
9 THE COURT: Let's call it Plaintiff's 1.
10 (WHEREUPON, Plaintiff Exhibit No. 1 was
11 marked for identification and admitted
12 into evidence.)
13 THE COURT: Go ahead, Mr. Taylor.
14 MR. TAYLOR: Your Honor, I believe that is
15 all I have that I've stated opposed their summary
16 judgment.
17 THE COURT: All right, Mr. Soriano or Mr.
18 Culbreath, whoever would like to respond to any of
19 the points made by Mr. Taylor.
20 MR. SORIANO: Your Honor, if it please the
21 Court, I was going to address this a two minute
22 substantive rebuttal to what Mr. Taylor said and
23 then Mr. Culbreath was just gonna address the issue
24 of the transcript if that would please the Court.
25 So frankly, Your Honor, from my client's perspective

1 we're thrilled to learn that the Court is gonna read
2 the entire Roy Rahal depo. Substantively, what
3 Mr. Taylor has just stood up in court and
4 represented to the Court is correct from the
5 perspective that when asked leading questions about
6 whether the vehicle was rented to Mr. Reginald
7 Morton, Roy Rahal said yes; but this isn't a very
8 confusing situation. It's exactly what I explained
9 to the Court when I spoke to the Court and I
10 addressed the Court and what is namely that — may I
11 approach Your Honor?
12 THE COURT: Yes, sir.
13 MR. SORIANO: This is part of our filings
14 and I think it really, it explains it. This is a
15 copy of the rental contract, Your Honor.
16 THE COURT: Come on up please, Mr. Taylor,
17 if you want to come see what he's doing.
18 MR. SORIANO: So this — Mr. Taylor is
19 very familiar with the rental contract. He's seen
20 it of course. And Your Honor, to be clear, when
21 asked — when the Court reads the entire Roy Rahal
22 transcript this is exactly what the Court will
23 learn. When asked leading questions about whether
24 the vehicle was rented to Reginald Morton, Mr.
25 Rahal said, well yes, his name is on the contract,

1 yes, I rented it to him, this is where his name is.
2 However, the person who signed for the vehicle, Your
3 Honor, is Odell Morton.
4 THE COURT: Why would they just not put
5 Odell up top?
6 MR. SORIANO: Because in what I
7 understand, we looked into that, is that the person
8 paying for the vehicle's name goes here and the
9 person driving the vehicles goes here. And the key
10 point from negligent entrustment standpoint is this
11 is the driver's license, Your Honor. This is Odell
12 Morton's driver's license. This is Odell Morton's
13 signature and Mr. Reginald Morton paid for it. It's
14 exactly what I explained to the Court.
15 THE COURT: But at the least that's pretty
16 sloppy to have a customer at the top saying Reginald
17 and the customer's signature at the bottom saying
18 Odell.
19 MR. SORIANO: Your Honor, if the Court
20 feels that that's sloppy, I will take that on. What
21 I will say, Your Honor, is that it in no way
22 violates negligent entrustment law to have one
23 individual pay for the vehicle and because the
24 entrustment goes to what the entrustment knew or
25 should have known at the time of the rental. And

1 actually, if the Court steps back for a second —
2 and again, I encourage the Court to read the Roy
3 Rahal depo. What Mr. Rahal testified to is this, it
4 actually is a testament to good business practices.
5 Here's what I mean by that. When Reginald and Odell
6 walked into El Cheapo and asked to rent a vehicle
7 Mr. Rahal said, do you have a valid driver's
8 license; he testifies to this. And apparently
9 Reginald said no, I don't. And he said, I can't
10 rent the vehicle to you if you don't have a valid
11 driver's license. And he said, well, my father is
12 here, my father has a valid driver's license, I'll
13 do that. So what I'm saying is from a policy
14 perspective, from a negligent entrustment
15 perspective, the law worked right; and because what
16 the law is trying to do, Your Honor, is to protect
17 an entrustor of a vehicle from giving that vehicle
18 to a person who is incompetent at for a reason they
19 knew or should have known about. Certainly, again,
20 under South Carolina law that incompetency goes to
21 intoxication; but if one wanted to consider whether
22 the incompetency could be the lack of a driver's
23 license, the law worked. The law protected people
24 because Rahal said I can't give you this vehicle, I
25 can't entrust this vehicle to you because you don't

1 have a driver's license. He allowed him to pay for
2 it but he made Odell sign for it. Odell showed a
3 facially valid driver's license. And that's in both
4 Reginald Morton's testimony and that's in Roy
5 Rahal's testimony, Your Honor, and then Odell drove
6 it away, Odell. At that point, what happens with
7 the vehicle after that? It can't be imputed to
8 U-Haul. And the Court has to look at what happened
9 at the point of the rental transaction and that's
10 exactly as I've explained. Does that make sense?
11 THE COURT: You're gonna have a chance.
12 All right, anything else on that immediate
13 point or anything else in response before
14 Mr. Culbreath talks?
15 MR. SORIANO: No, that's the substantive
16 rebuttal to that. And again, Your Honor, the Roy
17 Rahal depo when read in its entirety and not cherry
18 picked, I'm not — what I'm saying about what Mr.
19 Rahal testified to is exactly what I've said, he
20 talks about.
21 THE COURT: Okay. Mr. Taylor, any
22 response to that point?
23 MR. TAYLOR: In regards to that point,
24 Rahal testimony over and over again, you will see in
25 the deposition is that Reginald Morton signed for

1 this signature on it.
2 THE COURT: And that's in Mr. Rahal's
3 testimony?
4 MR. TAYLOR: It's in there. It's in
5 there.
6 THE COURT: If it's in there I'll
7 certainly read it.
8 MR. TAYLOR: Yes, sir. Reginald Morton
9 forged Odell Morton name on that document.
10 THE COURT: And I know that the defendants
11 disagree with that, but you say that's — that that
12 is stated in the deposition.
13 MR. TAYLOR: That's what he said, Reginald
14 Morton signed.
15 THE COURT: Okay, now, let me ask you this
16 what did Reginald Morton say in his deposition about
17 who signed that document?
18 MR. TAYLOR: Your Honor, since I just
19 received that —
20 THE COURT: Well, you listened when he
21 testified.
22 MR. TAYLOR: I wasn't there, Your Honor.
23 THE COURT: Oh, you didn't participate by
24 phone?
25 MR. TAYLOR: Remember we talked and — in

1 answer to your question, Your Honor, I wasn't there.
2 THE COURT: Mr. Soriano, what did
3 Mr. Reginald Morton say about who signed that
4 document?
5 MR. SORIANO: Mr — and correct me if I'm
6 wrong, Mr. Culbreath, Mr. Reginald Morton
7 unequivocally testified that Odell Morton was there,
8 Odell Morton signed the document, Reginald did not
9 sign the document. Reginald admitted frankly —
10 tell me if I'm wrong, Mr. Culbreath — Reginald
11 admitted that he didn't have a valid driver's
12 license at the time of the rental but the test— I
13 don't, the Court understands, I do not believe that
14 the Roy Rahal deposition testimony supports that he
15 forged this.
16 THE COURT: I understand, and I don't want
17 to get into a back and forth about it. If I'm able
18 to read it I'll be able to decide.
19 MR. CULBREATH: And Your Honor, just to
20 that point briefly, I would ask that you look at our
21 brief that we filed in response to Mr. Taylor's
22 motion for summary judgment and we cite to the pages
23 in which Mr. Odell Morton —
24 THE COURT: Which memo? When was it
25 filed? What was the date?

1 MR. CULBREATH: This one was filed — let
2 me beg the Court's indulgence. Our intention was to
3 file these the first of the week. We were closed
4 for three days.
5 THE COURT: Right, but do I — I do not
6 have copies myself, is that correct, or they only
7 —
8 MR. CULBREATH: My understanding is they
9 were hand delivered here with an instruction not
10 only filed with the clerk but to be delivered to
11 you. And obviously since my office has no
12 capability to get behind the doors of security, I
13 don't know where it was left, but these were all
14 filed on October 9.
15 THE COURT: Okay. So that would have been
16 last Friday?
17 MR. CULBREATH: Correct, Your Honor.
18 THE COURT: So they may be in the Clerk's
19 office?
20 MR. CULBREATH: Yes, Your Honor.
21 THE COURT: Were they hand delivered by
22 your employee or Fedex people?
23 MR. CULBREATH: Yes, Your Honor, they were
24 hand delivered.
25 THE COURT: If they're back there I'll

1 certainly get those, but what's in this file is as
2 I've already stated. Does it include the deposition
3 of Mr. Reginald Morton?
4 MR. CULBREATH: Yes, Your Honor, it does.
5 THE COURT: In it's entirety?
6 MR. CULBREATH: Yes, Your Honor.
7 THE COURT: All right, that answers that
8 question. Okay.
9 MR. CULBREATH: I think the other point
10 that you wanted to address was the issue of the
11 transcript, Your Honor, and we went through this.
12 Mr. Taylor was not there. There's a long
13 explanation; I don't think we need to go into it for
14 the purposes of today. But the notice, as I recall,
15 the identity of the court reporter, you know, we're
16 not at liberty just to give the transcripts and take
17 the court reporter's livelihood and so that's where
18 we left it.
19 THE COURT: Well, did you give him the
20 name of the court reporter either in the notice,
21 original notice of the deposition or did Mr. Brogdon
22 or anyone else just say, all right, here Mr. Taylor,
23 here's the name and address of the court reporter?
24 MR. CULBREATH: I believe it was in the
25 notice, I have to be back and look to see, Your

1 Honor, whether or not anybody subsequently sent that
2 information or not.
3 THE COURT: All right. Okay, that answers
4 that.
5 MR. CULBREATH: Yes, sir.
6 THE COURT: Okay. So that will conclude
7 the argument on the defendant's motion for summary
8 judgment. Right now we're gonna take a five minute
9 break. And anything else before we break from the
10 Defense?
11 MR. CULBREATH: No, Your Honor.
12 MR. SORIANO: No, Your Honor.
13 THE COURT: Mr. Taylor, anything else
14 before we take a break?
15 MR. TAYLOR: I just want to say that the
16 first item I handed you which is my plaintiff for
17 today brief I would like it as an exhibit too if I
18 may.
19 THE COURT: Well, it's not going to be
20 marked as an exhibit with a sticker because it's
21 already part of the record just as their filings
22 are.
23 MR. TAYLOR: Right, that's it.
24 THE COURT: Okay.
25 (WHEREUPON, a recess was taken from the

1 proceedings.)
2 THE COURT: They didn't have anything.
3 MR. CULBREATH: I checked with the office.
4 It was Federal Expressed here.
5 THE COURT: I got a call Monday — no,
6 Friday. Federal Express address on the package was
7 215 North Harvin with a B and they called my office
8 saying they couldn't deliver it to 215 North Harvin
9 with a V without me correcting it so I talked to
10 somebody with Federal Express and they said they
11 would deliver the package accordingly. But that's
12 good, we know it's probably on the way.
13 MR. CULBREATH: Yes, Your Honor.
14 THE COURT: If not here already.
15 MR. CULBREATH: My understanding there's
16 some delivery you can, for Monday, so.
17 THE COURT: Good enough. The next motion
18 Mr. Culbreath you will argue is which one?
19 MR. CULBREATH: I think, Your Honor, it
20 makes since to argue the vexatious litigation motion
21 to dismiss because it really ties in the other two
22 motions as well as some other issues we've
23 discussed, and so I can more likely combine them
24 all.
25 THE COURT: All right.

1 MR. CULBREATH: In order to do that it's
2 is gonna take a little history and I believe Your
3 Honor has already received our brief on that with
4 the attachments but.
5 THE COURT: Got it.
6 MR. CULBREATH: Let me go through this.
7 We filed this motion on September the 18th, 2015.
8 That was after our status conference we had with the
9 Court on July the 1st. And you know, quite frankly,
10 after the status conference, while the conduct by
11 Mr. Taylor abated for a period of time, it then
12 resumed. Notwithstanding the direction this is a
13 simple case, by way of background Mr. Taylor has
14 filed 139 pleadings in this lawsuit since July.
15 THE COURT: When you say pleadings you say
16 that includes motions too?
17 MR. CULBREATH: Motions and memos,
18 documents with the Court. Since the status
19 conference in July he's filed 37. He sent us a
20 total of either it's 152 or 149, but letters and
21 post-status conference he sent 25. That content,
22 conduct, content of those pleadings, everything
23 that's going on in this case caused me to file the
24 motion because, quite frankly, as a pro se litigant
25 there's really nothing we have to do. If this were

1 a lawyer we have an avenue to challenge the conduct.
2 And I went to federal courts and probed around with
3 what they do, and that's where I came up with this
4 motion which is combined Rule 11 and Rule 41(b).
5 The misconduct here, and we've given you the
6 highlights, it's not to say we've given you it all
7 because we don't want to inundate the Court,
8 prolific abuse of letters to defense counsel as well
9 as the witnesses and other lawyers — and that
10 includes lawyers Nelson Mullins, it includes lawyers
11 formerly Collins and Lacey.
12 THE COURT: So Mr. Taylor has written
13 Nelson Mullins?
14 MR. CULBREATH: Yes, and I'm gonna get to
15 that. I can get there now.
16 THE COURT: Go ahead, I'll let you —
17 MR. CULBREATH: It's gonna come up in Rule
18 11 motion because that rule 11 motion he filed, he
19 made the same claims against Nelson Mullins when
20 they filed an answer to this lawsuit in November of
21 2013. So you've got, you know, for example, when
22 there was FOIA request that at one time Mr. Morton,
23 the Mortons, were in this lawsuit, they were
24 defendants. They were represented by Brian Comer
25 over at Collins and Lacey. Mr. Comer's paralegal

1 sent a FOIA request to the attorney general's office
2 regarding file regarding an insurance fraud
3 indictment in guilty plea of Mr. Taylor. The
4 response was I'm going to sue you for sending that
5 subpoena, or FOIA release. So we have that. As
6 Your Honor is well aware of the name calling and the
7 type casting that went on at the time, the ISIS,
8 drug dealers, which unfortunately Your Honor has
9 continued, the improper conduct, contact of
10 represented parties that we had — it's all outlined
11 in our brief — failure to cooperate in discovery
12 which is the subject of the sanctions motion,
13 failure to appear for his deposition, and then these
14 filings with the Court. You know, in his summary
15 judgment motion that you'll hear from Mr. Taylor,
16 he's made no less than ten different memoranda
17 filings that in my estimation are the same document.
18 And we've attached examples of all these documents.
19 The purpose for this misconduct litigation has gone
20 on for several years. And because he's a pro se
21 litigant there's little to no regulations available
22 whatsoever. And so in addition to substantive law
23 claims that we had we believe are defective and
24 should be dismissed, we believe this case should be
25 dismissed for misconduct.

1 You know, best example, Judge, you told
2 him after July 1 cut it out. Now what he did, he's
3 done continually, in every letter he sends us now
4 starts with the same sentence, continuing the spirit
5 of civility cooperation for our 7/1/15 status
6 conference with Judge James. So what happened?
7 Well, he of course filed this Rule 11 motion we
8 talked about. One thing he alleged in Rule 11
9 motion we sent some documents during discovery. We
10 sent some documents to him in discovery regarding
11 the return of the truck in Maryland. And the
12 response to that, Your Honor is, you forged those
13 documents, you've portrayed perjury. Attorneys do
14 subject to discipline, and his pro se status should
15 not insulate him because this continues on and on.
16 He's consistently, you know, you'll see in letters
17 to witnesses. The Mortons, for example, where he's
18 used the term disciplinary rule. He's threatened a
19 criminal action to gain advantage in a civil matter.
20 He's written various law enforcement groups. He's
21 repeatedly told me and Mr. Brogdon, others, he's
22 gonna turn us into the disciplinary counsel because,
23 you know, we're liars and cheats basically. He's
24 written third parties. For example, Walter Newman,
25 the mediator appointed by the courts accused us of

1 criminal conduct.
2 THE COURT: He's accused who?
3 MR. CULBREATH: The lawyers, the lawyers,
4 that we are perpetrating perjury, that we forged
5 documents, that we've done these things.
6 THE COURT: But what about Mr. Newman, the
7 mediator?
8 MR. CULBREATH: He's written those, he's
9 made those representations to Mr. Newman.
10 THE COURT: I see.
11 MR. CULBREATH: And those letters are in
12 the document we filed. Of course there's ISIS
13 claim. ISIS thankfully is all about —
14 THE COURT: Who does he say is in ISIS?
15 Mr. Rahal?
16 MR. CULBREATH: Mr. Rahal and the owner of
17 El Cheapo, a gentleman named Zahier (ph) Mohammed.
18 THE COURT: Okay.
19 MR. CULBREATH: Now we've had the name
20 calling. You know, we've heard drug dealer, bail
21 jumper, claims that Mr. Rahal fled the country which
22 is not true. And interestingly, after that
23 July 1 — and this is in, actually in one of his
24 submissions to the Court. It's a — there were
25 three people living at his house: Mr. Morton you've

1 heard about, Mr. Odell Morton you heard about.
2 There's also a lady Dana Goins.
3 THE COURT: Dana Goins?
4 MR. CULBREATH: Dana Goins. And she
5 wasn't involved in the transaction. But I found it
6 curious after Mr. Taylor was, said he's gonna turn
7 over this new leaf, this is a document that's in his
8 pleadings that he filed with the court. Next to
9 Ms. Goins' identification card, a drug addict and
10 thief off the street and a girl of ill repute.
11 That's attached, I believe, his summary judgment
12 motions.
13 THE COURT: Okay.
14 MR. CULBREATH: Now one of the ——
15 THE COURT: Let me ask you this while I'm
16 thinking about it.
17 MR. CULBREATH: Yea.
18 THE COURT: I read the memo on the support
19 of your motion for dismissal for vexatious conduct.
20 How do you contrast all of that activity by Mr.
21 Taylor to his presence and presentations in the
22 courtroom?
23 MR. CULBREATH: Your Honor, this is what I
24 found. And you see today, Mr. Taylor really doesn't
25 want to talk.

1 THE COURT: And at the status conference,
2 very calm, very collected, very polite.
3 MR. CULBREATH: But you'll see some of the
4 letters that we've attached that it's, you know, and
5 we all dealt with lawyers like this, the paper tiger
6 who writes you a letter or leave you a really bad
7 voice mail. But when you confront them, 'cause if
8 — you'll read Mr. Rahal's deposition. And at one
9 point he started this and I said, look me in the eye
10 and tell me that we did that. And he wouldn't do
11 it. And the problem is you — he goes back and
12 whatever fuels his anger he writes these letters. I
13 got, after Mr. Rahal's deposition I got a three
14 paragraph letter from him lecturing me about the
15 rules and about how to take a deposition and how I
16 better watch it 'cause he's gonna get me.
17 THE COURT: How long have you been
18 practicing law?
19 MR. CULBREATH: I've been practicing law,
20 Your Honor, since 1988 when I went to army jag corp.
21 THE COURT: Okay.
22 MR. CULBREATH: And in that time I've
23 never had anything, and I've dealt with some of the
24 worst, some of the most difficult plaintiff lawyers
25 in the State of South Carolina. So we've got all of

1 these improper files with the court. You know, he
2 didn't show for his deposition. That's the motion
3 for sanction.
4 THE COURT: When was that?
5 MR. CULBREATH: Which time?
6 THE COURT: Since the status conference.
7 MR. CULBREATH: Since the status
8 conference it was October — September the 8th —
9 9th I believe, Your Honor.
10 THE COURT: What did I — did I not set a
11 mutually agreed upon windore for his deposition to
12 be taken?
13 MR. CULBREATH: You did not set a date,
14 Your Honor. And let me go ahead and drop back to
15 something, another motion that we have because I
16 want to be candid with the Court. We reached —
17 Mr. Taylor reached out to us two days after and said
18 I want to re-depose Mr. Rahal. I've got the entire
19 paper trail here for the Court. We said, okay, here
20 are the dates we're available. So he turns around
21 and sends a notice on one of the dates weren't
22 available.
23 THE COURT: That you weren't available?
24 MR. CULBREATH: Correct. And the notice
25 as well is a 30(b)(6) notice contained, once again,

1 no topics. So we wrote him and said, and suggested
2 some topics, Your Honor, because we wanted to move
3 it forward.
4 THE COURT: But is not Mr. Rahal also a
5 fact witness?
6 MR. CULBREATH: Correct, but he wanted to
7 take a 30(b)(6) deposition.
8 THE COURT: All right.
9 MR. CULBREATH: So we go back and forth.
10 He then sends a deposition notice — or not, I'm
11 sorry, a 30(b)(6) letter with topics that included
12 wanted to question about all the false statements
13 made and signed, the rule — and the documents he
14 sent me questioned the Rule 11 motions that he's
15 made, communications, a number of things that were
16 problematic so I wrote him.
17 THE COURT: A lot of those are fact
18 driven, not 30(b)(6) driven, about what happened at
19 the time of the rental. That's not a 30(b)(6)
20 issue.
21 MR. CULBREATH: But that wasn't one of the
22 topics, Your Honor.
23 THE COURT: Okay, I thought you said it
24 was.
25 MR. CULBREATH: No. Says he wants to

1 cover matters re: liability, okay. Matters re:
2 liability coverage and limits, which we've been over
3 in this courtroom I don't know how many times, said
4 it's self insured. Matters re: Agency to U-Haul.
5 Now, and let me back up.
6 THE COURT: That's a legal point.
7 MR. CULBREATH: And we had —
8 THE COURT: Could be factual, but I
9 understand.
10 MR. CULBREATH: And we had previously said
11 we will give you our agency agreement. I remember,
12 you might remember that conversation here. We sent
13 it to him. And the response we got is, I'm not
14 signing it because I want to be able to file it in
15 other things so he —
16 THE COURT: He's not gonna sign what?
17 MR. CULBREATH: The protective order.
18 THE COURT: Oh, I see.
19 MR. CULBREATH: So he wouldn't sign that.
20 Then matters re: truck rental policies, okay.
21 Matters they receive settlement offers to date, from
22 who: Matters re, false statements made and signed.
23 Re: communications with them Rep West and U-Haul
24 regarding claim. And then he says, re: false
25 statements including or directly as a corporation

1 signed by Comber and others, other lawyers.
2 THE COURT: Well, that's — there were
3 seven categories and in your memo you referenced one
4 conceivably be a 30(b)(6) topic.
5 MR. CULBREATH: The rental policies.
6 THE COURT: And you give him the benefit
7 of the doubt.
8 MR. CULBREATH: Right. So I wrote him and
9 said these topics are problematic, we want to
10 discuss these, we want to try and resolve them, if
11 not, we're gonna have to file a protective order; we
12 hear nothing. So we appeared that morning. The
13 protective order is filed before the deposition,
14 said we need to have this resolved. Now Mr. Taylor,
15 what happened was, Mr. — we had noticed Mr.
16 Taylor's deposition about 30 days. He wrote written
17 us and said —
18 THE COURT: For 10, at 10:00?
19 MR. CULBREATH: —I'm sick, but I can be
20 available this time. He then notices the 30(b)(6)
21 Rahal for 8 a.m. that morning, the week before so
22 —
23 THE COURT: 8 a.m. the same morning as his
24 deposition?
25 MR. CULBREATH: Correct.

1 THE COURT: But he noticed it the week
2 before?
3 MR. CULBREATH: Correct. And the days
4 speak for themselves and the notice I'm happy to
5 hand up to the Court.
6 THE COURT: I understand that time frame.
7 MR. CULBREATH: The entire time frame.
8 We'll get to some of the other things and some of
9 his motions.
10 THE COURT: Have you ever deposed Mr.
11 Taylor?
12 MR. CULBREATH: We deposed Mr. Taylor for
13 a period of time of approximately two-and-a-half
14 hours on the afternoon after Mr. Rahal's deposition
15 concluded. We were not able to finish. Mr. Taylor
16 took a number of breaks. I think it will be
17 helpful — I didn't bring it — I'm happy to provide
18 the videotaped deposition of Mr. Taylor for you to
19 watch because we didn't get anything substantive at
20 the deposition. So Mr. Taylor, while I'm putting
21 our position on the record regarding Mr. Rahal and
22 the protective order, Mr. Taylor got up and walked
23 out. And I have the original of that transcript
24 with me today.
25 THE COURT: Did he come back?

1 MR. CULBREATH: He came, he came back at
2 10:00, and I'm relaying this just —
3 THE COURT: Did you show-up at 8?
4 MR. CULBREATH: Yes, Your Honor. We were
5 there at 8; we remained till 10.
6 THE COURT: Across the street?
7 MR. CULBREATH: Yes, sir. We reserved —
8 THE COURT: How did you get in the
9 building at 8:00?
10 MR. CULBREATH: To be candid with you, I
11 didn't think we'd be able to get in at 8:00 and Mr.
12 Brogdon and I got there at 7:30 and I walked in the
13 front door.
14 THE COURT: Of the old courthouse?
15 MR. CULBREATH: Yes, Your Honor.
16 THE COURT: Okay.
17 MR. CULBREATH: Yea, 'cause that was my —
18 when he noticed it for 8:00 this was my initial
19 reaction, I don't think they open til 9.
20 THE COURT: Well, 8:30.
21 MR. CULBREATH: And I, so when we got
22 there I was like, okay. So we waited. I have the
23 original of the transcript. We waited at 10:00 Mr.
24 Taylor returned. Now he claims he put some time
25 limit on us; that's not on the record. I never

1 recall being told that. He came, he said Mr. Rahal
2 is not going to be deposed, I'm not going to be
3 deposed, and he handed me a motion for limited
4 protective order, which I understand that he has
5 withdrawn. And I may be misunderstanding what he
6 filed yesterday, that he's withdrawn his impose
7 30(b)(6) of Rahal. But in his limited protective
8 order he wants to prevent us from asking any
9 questions about anything prior to June 1, 2013 with
10 him, which --
11 THE COURT: Okay, that is the date of the
12 event?
13 MR. CULBREATH: The day of the event. But
14 we have some significant issues that occurred before
15 then that we have to question him about.
16 THE COURT: Well, and as everybody, as
17 everyone should know, no judge is going to
18 micromanage the taking of a deposition.
19 MR. CULBREATH: I understand that.
20 THE COURT: They only do that on TV.
21 MR. CULBREATH: I understand that, Your
22 Honor. But unfortunately, as reflected by our
23 motion that's where we are.
24 THE COURT: All right.
25 MR. CULBREATH: So those are the issues.

1 That's where the protective order, that's where the
2 motion for sanctions goes to. You know, we had
3 three no-shows for deposition. We also scheduled an
4 inspection during that week.
5 THE COURT: Let me stop you.
6 MR. CULBREATH: Yes, sir.
7 THE COURT: Is it in the record that he
8 said if Mr. Rahal wasn't going to be deposed he
9 wasn't going to be deposed.
10 MR. CULBREATH: There is a letter that he
11 submitted to us, and I'm happy to again hand you the
12 package of material.
13 THE COURT: Do I have all that in your
14 other package?
15 MR. CULBREATH: I'm not sure that you have
16 the entire timeline.
17 THE COURT: Just hand it to me then.
18 MR. CULBREATH: I'm gonna hand it to you.
19 That's the entire timeline of our correspondence
20 regarding Mr. Rahal's deposition.
21 THE COURT: All right, now, did he ever
22 relent or retreat from that position and say, okay,
23 you can depose me but, or you can depose me with no
24 limitations?
25 MR. CULBREATH: No, sir.

1 THE COURT: All right.
2 MR. CULBREATH: So thereafter, now we have
3 these — thereafter we had one other thing I think
4 is noted. He filed his Rule 11 motion, that's best
5 evidence of what's going on here. You know, there
6 are all sorts of things in there that are patently
7 not true. He claims that Nelson Mullins quit
8 originally as the law firm for a number of
9 defendants because they knew all these people are
10 lying and we wanted to perpetrate lies. Well,
11 Nelson Mullins quit quite candidly because they
12 appeared for every defendant in the case, and that's
13 not always the right thing to do. He claims that we
14 have perpetrated lies — I'm just reading quotes out
15 of that — that we stretched out this case solely
16 out of spite of our disdain for Mr. Taylor, that all
17 we are is, quote, basically hot air. And these are
18 Mr. Taylor's words.
19 THE COURT: That's in his Rule 11 motion?
20 MR. CULBREATH: Yes. That we are skunks,
21 that the Defense has little credibility and that all
22 we do is cry crocodile tears. As we set forth in
23 the law the problem is, plaintiff, a pro se
24 plaintiff can do and say whatever he wants with no
25 recourse. And this type of motion is used in

1 federal courts, and we believe it's appropriate here
2 because at the end of the day this conduct will
3 continue. It will continue unevaded, Your Honor,
4 because for whatever reason he thinks that somehow
5 he can get his case resolved by attack, attack,
6 attack. And you have all that to look through and
7 I've attached all the letters that —
8 THE COURT: When was his Rule 11 motion
9 filed?
10 MR. CULBREATH: His Rule 11 motion was
11 filed on — I think it's the last binder. The Rule
12 11 motion was filed on August the 3rd, 2014.
13 THE COURT: Is it a tab in what I've
14 already gotten in the vexatious conduct memo?
15 MR. CULBREATH: No, because frankly, Your
16 Honor, much of what I've referenced is in what he
17 filed subsequently which is — the motion was filed
18 rather short, but then his amendment to the sanction
19 motion dated September 14 contains a lot of this.
20 THE COURT: All right, read it again for
21 me, what he says y'all are.
22 MR. CULBREATH: Let's see, let me get to
23 the memo so we can — actually, Your Honor, that's
24 in his reply, I'm sorry, the vexatious conduct
25 motion. There's so much of it, Judge, I get — this

1 is filed October 5th.
2 THE COURT: Amendment was filed
3 October 5th?
4 MR. CULBREATH: Judge, I'm gonna find it,
5 I'm sorry, we've got so much here. Here we go, I'm
6 sorry, Your Honor. This document was filed on
7 September 21, 2005.
8 THE COURT: And what is the title of the
9 document?
10 MR. CULBREATH: It is titled Plaintiff's
11 9/21/15 opposition reply to Defendant's 9/17/15
12 motion to dismiss.
13 THE COURT: All right, I've got it right
14 here.
15 MR. CULBREATH: All right.
16 THE COURT: In red it says it should be
17 summarily denied.
18 MR. CULBREATH: Got it right there. So we
19 can start with ——
20 THE COURT: Well, I will order from this
21 point forward nothing is going to be filed anywhere
22 that has anything other than black letters, period.
23 Okay?
24 MR. TAYLOR: I understand, Your Honor.
25 THE COURT: And I will let both sides know

1 that exclamation points do not have any impact on
2 the court. Okay, go ahead, Mr. Culbreath.
3 MR. CULBREATH: So that last round that
4 actually took or came from this document because
5 frankly there are times when I read this stuff it
6 makes me kind of mad. If you talk about, let's see,
7 on page 2, paragraph F, that is how the defense made
8 a simple case stretch out for two years out of
9 spite; but there are other disdain for the plaintiff
10 let him try to y trod motion.
11 THE COURT: You're on page?
12 MR. CULBREATH: I'm on page 2 paragraph 6.
13 It's just pure unjustified frivolous payback,
14 nothing more.
15 THE COURT: That's his, are those his
16 words?
17 MR. CULBREATH: Those are his words. I'm
18 reading what Mr. Taylor wrote. Then they say, you
19 go to Paragraph 3.
20 THE COURT: Page 3.
21 MR. CULBREATH: Yeah, J, therefore all the
22 crocodile tears in their mountain motion brief is
23 just that. Crocodile tears. I'm not really good at
24 crocodile tears.
25 THE COURT: Then he goes on in bold —

1 excuse me, in highlighted in yellow which I will
2 permit furthermore, to careful a judge a skunk if
3 that's the truth allow is that substantial conduct.
4 All right, you can continue.
5 MR. CULBREATH: All right. Then let me
6 get my notes so I can make sure. Let's see, notice
7 down bottom page 4, the defense has little, if any,
8 credibility left.
9 I'm trying to find about our hot air here.
10 Because he calls all of what we do basically hot air
11 and, Your Honor, all we've done is taken
12 Mr. Taylor's and words used them against him; that's
13 it. I'm looking for the — it's before the
14 crocodile tears, okay. Yep, bottom of page 2,
15 paragraph H. Baseless hot air motion.
16 THE COURT: Okay.
17 MR. CULBREATH: And then it's — and so
18 we've got this sort of continuing attack and, you
19 know, of course, this being the very latest; but
20 you, know I've been accused of committing all sorts
21 of crimes, harboring terrorists. And at some point
22 there's got to be a consequence for his actions.
23 You know, unfortunately we live in a world people
24 can file and say whatever; but unless this case is
25 dismissed, this is going to continue and there's got

1 to be a consequence to Mr. Taylor's actions. And
2 one other thing Mr. Soriano reminded me, we tried to
3 schedule the inspection of the property. We never
4 were able to inspect this property before the
5 discovery deadline. We retained a local gentleman,
6 an appraiser, who wanted to look at the property —
7 THE COURT: Who did you retain?
8 MR. CULBREATH: That was Mr. Brogdon's
9 job. I'm trying to remember his name now.
10 THE COURT: But you did retain somebody
11 and did I address that topic at the status
12 conference?
13 MR. CULBREATH: No, Your Honor. The
14 scheduling order we had was very broad. The
15 gentleman's name, I know he's, I believe he's
16 related to Thomas McElveen.
17 THE COURT: It doesn't matter.
18 MR. CULBREATH: Okay. And then the
19 response we got from Mr. Taylor, Mr. Brogdon got,
20 was well, if you're gonna go on the property you
21 have to sign a release, I'm not gonna let you on the
22 property without signing a release. And we heard
23 about the floor being rotted. We heard about some
24 varieties of snakes inhabiting the house. So
25 there's been — every time we try to move forward

1 with some discovery with him there's always a
2 problem; and if we're late a day, if we do anything
3 immediately we get motion after motion after motion.
4 And at some point enough is enough. And as a
5 result, based on all this, and again, Your Honor can
6 read it, you can read his own words and see that it
7 is appropriate to dismiss this case for the conduct
8 of Mr. Taylor.
9 THE COURT: All right. Now your motion
10 for sanctions and costs, is that tied into this?
11 MR. CULBREATH: Yes, Your Honor.
12 THE COURT: Is there other sanctionable
13 conduct other than the vexatious conduct that you
14 contend has been demonstrated?
15 MR. CULBREATH: Partial of what we put in
16 there, Your Honor, is the failure to appear for
17 deposition. And I brought with me the originals
18 today. Not knowing what we'd give to the Court and
19 whatnot, I just brought the originals. I'm happy to
20 hand those up to the court or file them.
21 THE COURT: On September or whatever it
22 was, the deposition set for 10 ——
23 MR. CULBREATH: Yes, sir.
24 THE COURT: He set one for 8 and you were
25 present for that.

1 MR. CULBREATH: Yes, sir.
2 THE COURT: Had 30(b)(6) issue, did Mr.
3 Taylor sit for his 10:00 deposition?
4 MR. CULBREATH: No, sir, he did not.
5 THE COURT: What was his explanation on
6 the record or off the record as to why he would not
7 do that?
8 MR. CULBREATH: I believe in his letter
9 that he previously sent — and I don't, he did not
10 come — he actually comes to the door. One of the
11 people are inside — I think he's at the door, I
12 open the door, I felt something pull and try to pull
13 the door shut. He asked if Rahal was there; he
14 left. His explanation —
15 THE COURT: You were in the grand jury
16 room?
17 MR. CULBREATH: It's — there's that
18 conference room.
19 THE COURT: On third floor?
20 MR. CULBREATH: I believe so. If you come
21 out —
22 THE COURT: It's either the old
23 solicitor's conference room or the old grand jury
24 room. Who is inside the room?
25 MR. CULBREATH: Inside the room was

1 myself, James Brogdon, the videographer, and the
2 court reporter and I put it on the record and I have
3 that.
4 THE COURT: All right. You tried to get
5 in the room or out of the room?
6 MR. CULBREATH: No, I was trying to open
7 the door.
8 THE COURT: To get?
9 MR. CULBREATH: Just to see who was at the
10 door.
11 THE COURT: Oh, and somebody pulled it.
12 MR. CULBREATH: And pulled it. But to
13 answer your question, Judge, there was a letter that
14 he previously sent to us. It's in the collection of
15 materials — I believe it's in the motion cited as
16 well — that you will not get mine unless I get
17 yours. And he'd always taken the position that he
18 was, he was never gonna be deposed unless he got
19 everything he wanted first.
20 THE COURT: Okay. Thank you.
21 All right, Mr. Taylor, your response to
22 these arguments made by Mr. Culbreath.
23 MR. TAYLOR: Yes, sir, Your Honor. Your
24 Honor, if I could start off kind of like I did on
25 the last motion. My plaintiff's for at hearing

1 memorandum and —
2 THE COURT: Your October 14, 2015,
3 memorandum? It says plaintiff's for at hearing —
4 MR. TAYLOR: Yes, sir, that one.
5 THE COURT: 10/14/15 memorandum.
6 MR. TAYLOR: This is my guide for today.
7 On page 3 I believe it is, on page 3 number 7.
8 THE COURT: Yes, sir.
9 MR. TAYLOR: And it reads kind of like the
10 other one, read for starters. In other words, those
11 things I have there is what I want to serve as
12 exhibit in opposition to this motion and then I'll
13 respond some from there.
14 THE COURT: All right, let me ask you a
15 question about that opposition reply that you now
16 incorporated by reference. Do you think it's proper
17 to call a lawyer a skunk?
18 MR. TAYLOR: No, sir, Your Honor, I did
19 not call the lawyer a skunk.
20 THE COURT: Well, why did you say in there
21 why is it wrong to call a skunk a skunk?
22 MR. TAYLOR: I was referring to Reginald
23 Morton because I had said in previous before the
24 status conference I used the word bail jumper and
25 drug dealer.

1 THE COURT: All right, why is that
2 appropriate?
3 MR. TAYLOR: I haven't done any of that
4 since we come to the status conference, and I took
5 heart everything that the Court said and nothing of
6 that occurred. I was referring to Reginald Morton.
7 But even after that, I have referred to him no more
8 about the drug dealer and bail jumper. That's what
9 I was referring to when I said, so when I said about
10 the skunk I was thinking about Reginald Morton where
11 I had called a drug dealer and I was saying that it
12 was true, and that's what I was referring to. I did
13 not use either attorneys' name; I would not do such
14 a thing. I may have used poor choice in referring
15 to Reginald Morton that day, but I was just making a
16 point in regards to that why I had to kick him out
17 of my house for selling drugs. And that's what —
18 THE COURT: Okay, let me ask you this, to
19 the extent that this is vexatious case conduct as a
20 matter of degree for me, why would you say in a
21 filing that a lawyer is crying crocodile tears.
22 What point are you making there? And you know,
23 that's not a horrible thing to say; lawyers have
24 thick skin. But what does it add to a civil, the
25 obligation to be civil to your opponent?

1 MR. TAYLOR: Your Honor, I was trying to
2 get him more to respond further for me what he said.
3 THE COURT: Well, you incorporated by
4 reference your September 21, 2015 opposition reply;
5 you've just done that. I'm asking you some
6 questions about it. Why is that appropriate? Why
7 is that civil discord? Why would you do that? What
8 does it do to help advance your position?
9 MR. TAYLOR: Your Honor, if I could try to
10 answer that. Maybe I used a bad choice of words. I
11 had just been diagnosed somewhere along there with
12 anemia.
13 THE COURT: Well, having anemia doesn't
14 make you cast dispersions unnecessarily on someone.
15 So are you just saying you had a bad choice, you
16 adopted a bad choice of words?
17 MR. TAYLOR: Yes, sir, Your Honor. And I
18 will be the first one to say here that I, looking
19 back on it I should not have done that. I'm going
20 to just own up that I used a bad choice of words. I
21 don't know what mood I was in, like I was saying,
22 but that's still no excuse. I'm gonna be the first
23 one to say that I used a bad choice of words, I
24 shouldn't have done it. I do not get up every
25 morning thinking in my condition how am I going to

1 insult the other lawyers. These are some of the
2 best lawyers in the world. Why would I in my
3 position get up to do all the things that he says.
4 First of all, I direct, I thought I was directing
5 most of my remarks to the defendants or defense. I
6 thought I was avoiding especially not to — I don't
7 get any pleasure out of thinking about how I'm going
8 to be mean. I'm only here in this matter trying to
9 get some compensation for the damage my house which
10 cause me to be in the condition that I'm in. And I
11 know that if I engage in those sort of things just
12 willy nilly, my case could be thrown out. I'm in no
13 position to get up and do those things, to get
14 thrown out of them, to get a kick out of them. If I
15 use a bad choice of words I'm the first one to say
16 'cause listening here today I said to myself, you
17 shouldn't have said that.
18 THE COURT: All right, we'll move away
19 from your filing and you said you wanted to
20 specifically or more directly respond to some of
21 Mr. Culbreath's comments today. All right, you can
22 go ahead and do that and say anything else you'd
23 like to say.
24 MR. TAYLOR: I'm gonna just kind of kick
25 off with I was just explaining, I took, I take it as

1 a honor that I being a pro se person allow me to
2 come into court to be here. I wouldn't want to
3 abuse that privilege, not the least of which for my
4 case but for anybody else who might want to come
5 later and do theirs. It might not be a wise idea or
6 whatever, but at least we have a right to come in
7 and do it. I wouldn't want to abuse that for
8 anyone, certainly not for myself in this
9 predicament.
10 A lot of the things that were just said
11 there, I did not direct my remarks at the attorneys;
12 I wouldn't do that. I am in no position, I am
13 nobody to stand up against them to be poking fun and
14 that sort of thing. As I said, used some bad choice
15 of words and whatever. Now when he say Mr. Taylor
16 accused us all kind of poking fun, that sort of
17 thing, I'm thinking in terms of the defendant and
18 the plaintiff in this case. I know the lawyers are
19 just, they're doing their job. And when they — I
20 think they say the defendant and I say the
21 plaintiff. And from the beginning in this case — I
22 will just come out and be frank and just say — from
23 the beginning in this case their whole aim and idea
24 was that get Mr. Taylor deposition without him
25 deposing anybody from our side. I being a pro se

1 person, they used every rule in the book, I could
2 not depose Morton, and then I let it go. They did
3 the first deposition of Rahal; I did mine. They had
4 as much time as I did, and they deposed me and I
5 deposed him. When I, after we left here from the
6 status conference, I wrote them asking them for a
7 time to which they did not respond. I think we
8 weeks went by; they didn't respond. So I set some
9 date — it's a long story — but all the filings are
10 in the file. Some of the things I filed in the file
11 so that they wouldn't be able to deny later. Mr.
12 Rahal, they did not want me to depose him again,
13 30(b)(6) or otherwise.
14 THE COURT: Well, the deposition that was
15 taken June 2 of this year started at 9:56 and ended
16 at 1:33. I'm sure there are multiple breaks; but
17 the transcript itself is over 180 pages, so you
18 wanted to ask him more questions?
19 MR. TAYLOR: Well, I narrowed it down to
20 where I was thinking to myself, I said, well, just
21 after having such a difficult time to get back
22 because what I did, Your Honor, is I scheduled his
23 deposition, had the court reporter and everything,
24 and Mr. Rahal did not show-up.
25 THE COURT: But he showed up on June 2nd.

1 MR. TAYLOR: He showed up on June 2nd.
2 THE COURT: Okay, so you took it?
3 MR. TAYLOR: Yes, sir.
4 THE COURT: All right.
5 MR. TAYLOR: And after we came to the
6 status conference. And then after, I think it was
7 two days like Mr. Culbreath said, I send a notice
8 saying I want to get to doing the deposition for
9 Mr. Rahal. And eventually, long story short,
10 eventually I set it up, had everything set up. I
11 went to a lot trouble, had court reporter and
12 whatever, and it's in the file. And he did not show
13 up. He did not show up. And conveniently —
14 THE COURT: When did he not show up?
15 MR. TAYLOR: Your Honor, it's in the file.
16 I can't remember the —
17 THE COURT: I know, but this is a big ole
18 file. So after June 2nd he didn't show up?
19 MR. TAYLOR: After June 2nd he didn't show
20 up.
21 THE COURT: Why did you want to reconvene
22 the deposition?
23 MR. TAYLOR: In the court scheduling order
24 it allowed me to reconvene Mr. Rahal's deposition
25 and then —

1 THE COURT: Did you notice it for a day
2 that Mr. Culbreath said he wasn't available?
3 MR. TAYLOR: I don't believe it —
4 THE COURT: Mr. Culbreath argued that he
5 gave you a list of dates that he would be available
6 or his office would be available for the reconvening
7 of Mr. Rahal's deposition. You picked a date that
8 he wasn't available. Is that true?
9 MR. TAYLOR: No, sir, Your Honor, that is
10 not true. I didn't pick one of those dates because
11 when he sent me that I picked around those dates.
12 THE COURT: Why would you not pick a day
13 that he said he could be available? Or you say you
14 did pick a day that he could be available?
15 MR. TAYLOR: He give I believe — if my
16 memory serve me right — he give me the days that he
17 could not be available and I picked otherwise.
18 THE COURT: All right, let me stop you
19 right there.
20 Mr. Culbreath, am I misremembering what
21 you told me? And I don't need, I don't need the
22 letter, just the answer to this question only. Did
23 you give him a list of dates you were available or
24 not available?
25 MR. CULBREATH: Yes, sir, I did.

1 THE COURT: Which one? Available —
2 MR. CULBREATH: I gave him the dates at
3 this moment I am available.
4 THE COURT: Did he pick one of those
5 dates?
6 MR. CULBREATH: Yes, sir. The second
7 document I handed up to you is the deposition notice
8 for Wednesday, August the 5th.
9 THE COURT: And you were available that
10 day?
11 MR. CULBREATH: No, sir, that was not a
12 day I was available.
13 THE COURT: Okay, so the answer to my
14 question, you said I am available August 4, 10, 12,
15 13, 14, 17, 18, 19, and 20. He picked which date?
16 MR. CULBREATH: August 5.
17 THE COURT: All right, Mr. Taylor, why
18 would you do that?
19 MR. TAYLOR: Your Honor, I don't have the
20 document —
21 THE COURT: Well —
22 MR. CULBREATH: It's right here. This is
23 right here.
24 THE COURT: July 17 there's a letter to
25 you. "I am writing to you in an attempt to schedule

1 your deposition, Mr. Rahal's deposition, and an
2 inspection of your property."
3 (Mr. Culbreath shows Mr. Taylor document.)
4 THE COURT: "At this moment I am available
5 August 4, 10, 12, 13, 14, 17, 18, 19, and 20." That
6 letter is dated July 17. Your notice actually is
7 dated the day before the letter, it says August 5.
8 How about that, Mr. Culbreath? And I'm not gonna
9 get down to the weeds on all this, but tell me about
10 that.
11 MR. CULBREATH: Your Honor, this is
12 another issue that we have in the case; it's
13 contained in here as well. After the status
14 conference we began getting mail from Mr. Taylor
15 that was a week or two after the dates, and I called
16 him on it in a letter. He sent me an email — it's
17 in there — that says, I can't afford postage and so
18 a lot of times I'll have to get someone else to mail
19 it, I don't know when it gets mailed.
20 But Your Honor, there is an entire chain
21 where we tried to set this up. I had another day he
22 set. I had to cancel it because I had to be in
23 court in Charleston in a matter with Judge Norton.
24 I said I can't be there. We went back and forth,
25 and that's was this exchange is. This is the entire

1 chronology, the paper trail trying to schedule his
2 deposition.
3 THE COURT: Okay, go ahead, Mr. Taylor.
4 MR. TAYLOR: Your Honor, I did not bring
5 my file because I have everything documented there.
6 If my memory serve me correctly, I believe when I
7 picked that date to reconvene Mr. Rahal's deposition
8 and then do the 30(b)(6), if my memory serves me
9 correctly it was — and I'm only going from memory.
10 It was scheduled something like a Tuesday or a
11 Monday or Tuesday. I think I received something
12 from them I think it was that Monday, or something
13 like that, saying, oh, we can't be available. And
14 then I was thinking, well, I sent this notice — and
15 I can remember some of this. I sent this notice
16 weeks before, why did you wait till the last day
17 just before to tell me you can't be available.
18 That's what happened when Mr. Rahal did not show up
19 that time. So then, that's how it led to, I said,
20 okay, well, that's done, I can't do anything about
21 it. So then we scheduled my deposition — I'm just
22 gonna put it honest and everything. I decided to,
23 okay, well, this the way I can do this to make a
24 long story short because I want to get to court and
25 have my case resolved one way or the other. I said

1 I'm going to just cut down on the other reconvening
2 and then I will just, if it's available 9:00 hour, I
3 will just cut my question to questioning him to just
4 one hour. And I selected the 9:00 hour. By the way
5 it wasn't 8:00, you can't get in over there at 8:00;
6 it was 9:00. And so I said, well, I'm just going to
7 pick that hour because it was available. Nobody
8 didn't tell me I couldn't pick that hour. I say,
9 well okay, I'll pick that hour, and I'll just
10 question Mr. Rahal with some —
11 THE COURT: Did you go?
12 MR. TAYLOR: I was there.
13 THE COURT: Did you knock on the door?
14 MR. TAYLOR: Yes, sir, and —
15 THE COURT: Did Mr. Culbreath try to open
16 the door?
17 MR. TAYLOR: At 9:00 when I went —
18 THE COURT: No, did he try to open the
19 door?
20 MR. TAYLOR: I lost the time, 9:00.
21 THE COURT: I'm not talking about time.
22 Did he try to open the door?
23 MR. TAYLOR: I believe so, yes, sir.
24 THE COURT: Did you pull the door shut?
25 MR. TAYLOR: No, I was trying to open the

1 door. He was on the inside. The door was in a way
2 I couldn't open.
3 THE COURT: If both of you were trying to
4 open it you should be going the same way.
5 MR. TAYLOR: Well, he was on the inside; I
6 was on the outside.
7 THE COURT: It doesn't matter. If two
8 people are trying to open the door, one on one side
9 and one on the other, it's an undeniable truth that
10 that door will open unless it's locked. Now, did
11 you try to pull the door shut when he was trying to
12 open it?
13 MR. TAYLOR: I was trying to open the
14 door.
15 THE COURT: Okay, and what was he trying
16 to do?
17 MR. TAYLOR: I can't say for sure, Your
18 Honor.
19 THE COURT: Okay. Did you go in the room?
20 MR. TAYLOR: I don't think I went all the
21 way into the room.
22 THE COURT: Why didn't you go in?
23 MR. TAYLOR: I did not go in because I
24 honestly, I asked him, I said, is Mr — did you
25 produce Mr. Rahal because I said I'd come back.

1 THE COURT: All right, Mr. Culbreath, was
2 Mr. Rahal there?
3 MR. CULBREATH: No, Your Honor, he was
4 not.
5 THE COURT: Okay. All right, he was not
6 there. And you said what to Mr. Culbreath?
7 MR. TAYLOR: I said to him, well, since
8 mine was properly noticed at 9:00 and Mr. Rahal did
9 not show up — this was the second time he didn't
10 show up.
11 THE COURT: Where is your notice? I want
12 to see if it says 8 or 9. Does somebody have it?
13 Is it in what I've been given?
14 MR. CULBREATH: Your Honor, it may be, I
15 have, I put on the record at 8:00. I have the
16 original of the transcript that was recorded that
17 morning. I have the original of Mr. Taylor's
18 attempted deposition that morning, and I have the
19 original of the deposition taken on June 2nd.
20 THE COURT: I don't need the June 2nd.
21 MR. TAYLOR: You mean the notice that I,
22 where I noticed them for the deposition?
23 THE COURT: Yes, sir. Does it say 8 or 9?
24 MR. TAYLOR: It says 9:00, Your Honor.
25 THE COURT: All right.

1 MR. TAYLOR: And I'm —
2 THE COURT: Just let me take a look at it
3 please, Mr. Culbreath.
4 MR. CULBREATH: May I approach.
5 THE COURT: Yes.
6 MR. TAYLOR: The notice I sent out
7 noticing him is what you're asking?
8 MR. CULBREATH: Statement for the record
9 is the first one, Your Honor.
10 THE COURT: All right.
11 MR. TAYLOR: But that doesn't get to my
12 notices.
13 THE COURT: Go ahead, Mr. Taylor.
14 MR. TAYLOR: Okay, Your Honor, but that
15 doesn't get to my notice. My notice, I have this
16 filed on my — I just didn't brought all that with
17 me 'cause I didn't know what order we would proceed
18 and I would have had to bring more than I could
19 carry.
20 THE COURT: But you did leave the building
21 and not participate in your deposition you said
22 because Mr. Rahal was not there?
23 MR. TAYLOR: Yes, sir, Your Honor.
24 THE COURT: All right. Where is that
25 noted under the rules that that is appropriate?

1 MR. TAYLOR: I can't stand here today,
2 Your Honor, and say.
3 THE COURT: All right. The statement for
4 the record that I've opened up says September 9,
5 2015, that that statement for the record began at
6 8:14 a.m. In that Mr. Culbreath states that he —
7 well, he identifies himself and who he represents.
8 And I'll say, it says: "For the record, we are here
9 today. Mr. Taylor sent a notice and we responded to
10 Mr. Taylor and properly filed a motion for
11 protective order," so forth and so on. "Mr. Taylor
12 now for the record is walking out and has maintained
13 he will not be deposed." Now, that says 8:14 a.m.
14 with an ending time of 8:17 a.m. Does that cause
15 you to perhaps address the fact that you did notice
16 the deposition for 8:00?
17 MR. TAYLOR: Your Honor, I'm gonna say
18 maybe because I can't swear to it, Your Honor, I'm
19 trying to do things from memory and I —
20 THE COURT: All right, Mr. Culbreath.
21 MR. CULBREATH: Your Honor, I'm gonna to
22 hand to the Court, this is an exhibit to
23 Mr. Taylor's response to our vexatious motion,
24 motion litigation, and it is marked with his
25 characteristic identifying numbers. It is the

1 deposition notice for that morning 8 a.m.
2 MR. TAYLOR: Your Honor, I —
3 (Document tendered to the Court.)
4 THE COURT: All right.
5 MR. TAYLOR: It's my memory, it might have
6 been 8:00. It might have been two hours instead of
7 the one hour; I stand corrected. I'm trying to do
8 this from memory and take a lot of medication and
9 sometimes, you know, so I stand corrected if I am in
10 error.
11 THE COURT: Okay. All right.
12 MR. TAYLOR: And —
13 THE COURT: But you did leave at some
14 point because you determined that Mr. Rahal was not
15 going to be there?
16 MR. TAYLOR: Yes, sir, I'm gonna be
17 honest, Your Honor, with the Court, I did because
18 the first one he did not show up after the status
19 conference and that when he did not show up for and
20 then I —
21 THE COURT: And you stayed there, Mr.
22 Culbreath, until 10?
23 MR. CULBREATH: Yes, Your Honor, we did,
24 as reflected there.
25 MR. TAYLOR: I returned at 10 because I

1 told him, I said, well, when you produce Mr. Rahal
2 then I'll come back and finish his and then we can
3 continue. So when I went back Mr. Rahal was not
4 there. And Your Honor, I'm just gonna say like it
5 is, I'm just an individual here. They want me to do
6 everything in the world. This has been a case since
7 this case started is the reason why discovery take
8 so long. To gain, to get advantage on me they want
9 me to get all my depositions without me getting
10 theirs. Mr. Rahal did not come back for his. They
11 had no intention of producing him and whatever; but
12 he did not — I sent two schedules. One might have
13 been from 8, I can't swear to it, and the other one.
14 But neither one of them — and the court reporter, I
15 got fees for one of them and they did not show up.
16 THE COURT: All right. If I deny the
17 motion for summary judgment I am going to set the
18 date and time of Mr. Taylor's deposition based on
19 what Mr. Culbreath and Mr. Taylor give me in the way
20 of available dates. I am going to set the date and
21 time, period. Okay. You can continue with any
22 argument you have in response to Mr. Culbreath's
23 motion to dismiss for vexatious conduct or the
24 motion for sanctions.
25 MR. TAYLOR: Vexatious conduct, Your

1 Honor, I will just ask for what's in the file from
2 the beginning to be my exhibits. They can see
3 everything that happened in that file from the
4 beginning until now and ——
5 THE COURT: Well, I read the entire file
6 in June except for folders 5 and 6 because they
7 didn't exist yet.
8 MR. TAYLOR: So I will just conclude then
9 after you have said that, I will just conclude by
10 saying all I can say is look what the defendants
11 they did to me.
12 THE COURT: What'd they do to you? You're
13 talking about running into your house?
14 MR. TAYLOR: Yes, rinning into my house,
15 property, and so forth, and so on. And so I
16 vexatious too and you can imagine for a person in my
17 condition, I live alone and live on a fixed income,
18 what I went through from at the hands of the
19 defendants. Now the defendants have admitted, as I
20 said earlier, that ever since February 11th that in
21 interrogatories as well as the deposition you have,
22 admitted ever since February the 11th and the
23 defense signed it saying I rented this truck to
24 Reginald Morton, ever since February 11th.
25 THE COURT: Of what year?

1 MR. TAYLOR: 2013.
2 THE COURT: They admitted? What were the
3 words the defendants used? We admit that Reginald
4 Morton was the person who rented the vehicle?
5 MR. TAYLOR: I had just about in every
6 document, but it was Answer to Interrogatories. I
7 think it's — I find it in so many things. If I'm
8 not looking for it I could put my hands right on it.
9 But I will just say 'cause it's in so many things
10 you won't be able to miss it. If I could find it I
11 could read the exact words of the interrogatories.
12 THE COURT: Yes, sir, read the exact words
13 if you would please.
14 MR. TAYLOR: Can I take a second?
15 THE COURT: Yes, sir.
16 I'll get to you.
17 MR. SORIANO: Just so the Court knows, I
18 can tell you what it said because we wrote it; it's
19 uncontroverted and it's ——
20 THE COURT: All right, what does it say?
21 MR. SORIANO: Yea, so Your Honor, it's
22 very simple. Initial discovery responses were
23 served interrogatory asked earlier on. When we
24 first got this file we responded and said that
25 Reginald Morton rented the truck because we weren't

1 drawing distinction between who paid for it and who
2 signed for it when entrustment occurred. Frankly,
3 we hadn't had a chance to speak to Reginald or Odell
4 yet. We take over a case for U-Haul or for the
5 dealer; we're dealing with the documents we have.
6 We have since served supplemental interrogatory
7 responses that unfortunately Mr. Taylor continues to
8 ignore. Those supplemental interrogatories
9 responses explain exactly what I told the Court
10 previously. Reginald Morton paid for it, his name
11 is on the contract because he paid for it. Odell
12 Morton was the driver of the vehicle, showed his
13 driver's license, everything I explained to the
14 Court today. So unfortunately what Mr. Taylor is
15 doing is going back and forth to interrogatory
16 responses that have since been.
17 THE COURT: Does that create a genuine
18 issue of fact?
19 Mr. Prince, could you hand this back to
20 Mr. Culbreath please.
21 MR. SORIANO: I'm not aware of any law
22 that would support that, Your Honor.
23 THE COURT: Mr. Culbreath.
24 MR. CULBREATH: I don't know that it's
25 inconsistent with what Mr. Soriano explained is the

1 fact that I, if I present — if I go — my late
2 mother, whenever I get a truck to move her material,
3 she paid for it, but she didn't have a driver's
4 she's 87 years old, but I did, and so ——
5 MR. TAYLOR: Your Honor.
6 MR. CULBREATH: ——the response, the
7 financial responsibility and the driving can be
8 separated.
9 THE COURT: All right, go ahead,
10 Mr. Taylor.
11 MR. TAYLOR: Your Honor, I had to track
12 here. El Cheapo states that the — this is
13 February 11th and it's signed by the defense. I
14 like to call them defense, but Mr. Culbreath and Mr.
15 Brogdon. El Cheapo states that the person that
16 rented the subject U-Haul truck to Reginald Morton
17 was Roy Rahal, the manager of El Cheapo. It was
18 signed February 11th. The interesting thing about
19 this — I'm trying to keep them all sorted. The
20 interesting thing about that is that from that date
21 Mr. Rahal have not changed; and in the deposition of
22 his, he have not changed that story.
23 THE COURT: I understand that. We went
24 over that earlier. I told you I'm gonna read that
25 deposition.

1 MR. TAYLOR: So when Mr. — when they say,
2 when Mr. Taylor is doing all this vexatious and
3 everything, when they went to Baltimore to Reginald
4 Morton, they knew exactly who rented the truck from
5 the person that they're representing. As he said
6 earlier, Morton knows they're not parties to this
7 suit. His clients are parties to this suit and his
8 clients have never changed. And even in deposition,
9 as I said earlier, he have never changed that. So
10 when I filed for the sanctions where even after
11 that, every time they sign saying Reginald Morton
12 rented the truck I just simply highlight these
13 things. Here's where this is your client said one
14 thing, y'all say another thing, and you sign it. So
15 I'm not trying to be vexatious when I point out all
16 of these things.
17 And since everything is in the file I
18 don't need to say anymore 'cause he got to say a lot
19 of things verbally, that it would take me — we'd be
20 here trying to respond. So I will just have to rely
21 on that the Court just, as it done read the file, I
22 don't need to explain anymore in regards to what
23 they are saying.
24 THE COURT: All right, can I, let me ask
25 you a question since you're on the topic of

1 vexatious conduct. Why did you call Dana Goings a
2 drug addict and thief off the street and the girl of
3 ill repute? What does that add to any of this?
4 MR. TAYLOR: Your Honor, I thought I was
5 giving an accurate description for what I know of
6 them there.
7 THE COURT: And when did he do that, Mr.
8 Culbreath?
9 MR. CULBREATH: Your Honor, that is in one
10 of the recent filings. I made a copy of that.
11 THE COURT: Why would you do that? What
12 does that, you know, I'm not here, nobody is here to
13 defend Dana Goins, but what does that add to any of
14 this lawsuit?
15 MR. TAYLOR: I, my thinking was that I was
16 given them accurate portrayal of who they were that
17 I had to throw out of my house. I shouldn't have
18 said that. I thought you focus put it exactly like
19 it is and I, I'm sorry that I did that. But to your
20 question, it doesn't add anything. I shouldn't
21 have, I had a different mindset as to what I was
22 trying to show the accurate of who they were and I
23 shouldn't have done that. But that was my mindset
24 in that, but that was trying to portray an accurate
25 picture and I'm sorry that I done that.

1 THE COURT: All right. Okay, you can
2 continue. Anything else on the motion to dismiss
3 for vexatious conduct?
4 MR. TAYLOR: Your Honor, I don't think I
5 need to take up anymore of the Court time on that
6 other than what I went through earlier and other
7 than I will just let the file speak for itself. I
8 can't deny anything that's in the file that I said.
9 If I said it it's in there.
10 THE COURT: All right.
11 MR. TAYLOR: So I will just let the Court
12 read it and if it's there Mr. Taylor said this and
13 then transpose that with the whole file as to in
14 context with what they did and how it got there.
15 THE COURT: Thank you, sir.
16 Mr. Culbreath, any reply?
17 MR. CULBREATH: Yea, briefly, Your Honor.
18 One thing he keeps talking about the defendants.
19 Remember the people he's saying this were not El
20 Cheapo and Roy Rahal. It's the Mortons who he had
21 sued and then chose not to continue the lawsuit
22 against them; he dismissed them. And it's not just
23 his words. It's the hundreds of letters and the
24 hundreds of filings, you know, the same stuff over
25 and over again that we have to review for our

1 client. And then of course, speaks, I think the
2 timeline and the paper trial for deposition speak
3 for themselves. You know, we've gotten discovery
4 responses and additional witnesses after the
5 discovery deadline Mr. Soriano referenced Mary
6 Mitchell affidavit —
7 THE COURT: Mary McBride?
8 MR. CULBREATH: No, there's Rosa McBride.
9 THE COURT: Rosa McBride.
10 MR. CULBREATH: Then Mary Mitchell.
11 THE COURT: Okay.
12 MR. CULBREATH: And you know, this casting
13 dispersions on people, and I know that, you know,
14 Mr. Taylor is, as is the course, he tends not to
15 defend his words when confronted with them but
16 continues with the conduct.
17 THE COURT: Where is Ms. McBride's
18 affidavit? Where am I gonna be able to find it in
19 all this?
20 MR. CULBREATH: It is in Mr. Taylor's —
21 Your Honor, I'm holding this notebook. It's solely
22 all the filings Mr. Taylor made with regard to his
23 motion to —
24 THE COURT: Do I have that notebook?
25 MR. CULBREATH: You do not. I made this

1 notebook myself, Your Honor. He's made 12
2 memorandum filings.
3 THE COURT: Okay, but where is the
4 affidavit of Ms. McBride?
5 MR. CULBREATH: It's...
6 THE COURT: Is it in anything that I've
7 got up here?
8 MR. CULBREATH: It should be, yes, Your
9 Honor. Looking for it, it's actually, the one I'm
10 referencing is not Ms. McBride, it's Ms. Mitchell.
11 And I am going to —
12 THE COURT: Was she ever identified as a
13 witness?
14 MR. CULBREATH: No, sir. Let's see, it
15 is — here it is, right here, Your Honor. I'm gonna
16 to hand this to Your Honor. This is from, this
17 comes from a pleading what's titled plaintiff's
18 final dispositive brief marked — it's filed
19 September 25, 2015. It contains Mr. Taylor's
20 marking of page 6. I can't tell what day it was
21 signed, Your Honor.
22 THE COURT: Hand it up please, Mr. Prince.
23 (Document tendered to the Court.)
24 THE COURT: Who is the notary, Mr. Taylor?
25 MR. TAYLOR: Ms. McBride has the notary on

1 that, Your Honor.
2 THE COURT: Ms. Mitchell?
3 MR. TAYLOR: Your Honor, I have — if the
4 Court allow me I'll pass this up.
5 THE COURT: All right, Let me look at it.
6 MR. TAYLOR: Okay.
7 (Pause.)
8 THE COURT: Well, I'm looking for Ms.
9 McBride's affidavit. This is Ms. Mitchell's. Ms.
10 Mitchell's affidavit just talks about what she saw
11 when the truck hit the house. I don't, you know, to
12 be frank, I don't care about that right now. I'm
13 talking for the purposes of the motion that it
14 happened, that Mr. Reginald Morton backed the truck
15 into the house. That's taken in the light most
16 favorable to the plaintiff. I would like to see a
17 copy of Ms. McBride's affidavit. Do you have that,
18 Mr. Taylor?
19 MR. TAYLOR: Your Honor, I can't pinpoint
20 it right now. You had mentioned once I have the
21 interrogatory but that I served him where I listed
22 as a witness.
23 THE COURT: Did you list Ms. McBride as a
24 witness? Yes or no.
25 MR. TAYLOR: Yes, sir, Your Honor.

1 THE COURT: What date did you list her?
2 MR. CULBREATH: Your Honor, I can —
3 THE COURT: Wait a minute, I'm asking
4 Mr. Taylor.
5 What date did you list her as a witness?
6 MR. TAYLOR: I can get it to you, Judge,
7 Your Honor.
8 THE COURT: Does anybody know?
9 MR. SORIANO: Your Honor, just to be
10 clear, we're not objecting to Rosa McBride or saying
11 she was late disclosed, Mary Mitchell was.
12 THE COURT: All right, let me have her
13 affidavit. If somebody would please give that to me
14 because —
15 MR. CULBREATH: I'm looking, Your Honor.
16 THE COURT: The Defense does have one
17 valid point, Mr. Taylor. That these mountains of
18 documents in this filing, and you've used that to
19 describe their production of the material to you,
20 mostly is yours. And it defeats, sometimes it
21 defeats the purpose of someone like me who is trying
22 to find something when I see the same thing over and
23 over and over again. So I'll ask again, we'll have
24 a race, who can give me Ms. McBride's affidavit
25 first. I don't want you to run up here. I just

1 want somebody to pull it out and say I've got it.
2 MR. TAYLOR: Your Honor, in regards to the
3 file I take everything you said to heart and I will.
4 THE COURT: Well you said that at the
5 status conference too.
6 MR. TAYLOR: Yes, sir. Those filings that
7 I made since then I was trying to address different
8 aspects of the dispositive case why y'all separated
9 each one.
10 THE COURT: And I do see in the
11 September 14, 2015 document your amendments to the
12 8/3/15 sanctions motion you talk about the
13 Defense's — that's the defense's — latest fakery,
14 trickery, and forgery. That's unnecessary and
15 improper. If you feel that strongly about it,
16 probably Mr. Culbreath would give you the Office of
17 Disciplinary counsel; it's available to the public.
18 MR. TAYLOR: Your Honor —
19 THE COURT: Has he, has Mr. Culbreath or
20 Mr. Brogdon forged anything?
21 MR. TAYLOR: No, sir, Your Honor, I was
22 speaking about the defendants. They sent —
23 THE COURT: You said the defenses.
24 MR. TAYLOR: Well, I'm sorry, I should
25 have kept it to defendants, I apologize.

1 THE COURT: So where is Ms. McBride's
2 affidavit?
3 MR. TAYLOR: Your Honor, I can look in my
4 file to make sure. I can't find it right now but
5 let's see, I'm looking.
6 THE COURT: Attached to that September 14
7 amendment there is the affidavit of Mary Mitchell.
8 MR. TAYLOR: Your Honor, I can't seem to
9 put my hand on Ms. McBride. I can send one back to
10 you any time later today probably or tomorrow.
11 THE COURT: Well, I'll find it. If it's
12 in here I'll find it somewhere. It has to be filed
13 with the Court.
14 MR. TAYLOR: It's in there.
15 THE COURT: Okay. So what I'm going to do
16 is ask Mr. Soriano maybe a couple of questions. If
17 Reginald Morton paid for it and signed for it, if he
18 did that, what does that do to the Graves Amendment,
19 if anything? On top of that what does that do to a
20 negligent entrustment cause of action if we ignore
21 the applicability of the Graves Amendment?
22 MR. SORIANO: Okay.
23 THE COURT: Does that make sense?
24 MR. SORIANO: I think so, Your Honor, and
25 I'll do my best. So you're assuming for just the

1 purpose of that he signed for it?
2 THE COURT: I'm assuming just for the
3 purposes of this exchange.
4 MR. SORIANO: And you're ignoring the
5 testimony.
6 THE COURT: I'm ignoring the testimony and
7 I'm assuming that Reginald Morton was the only
8 person who showed up and Odell Morton doesn't even
9 exist.
10 MR. SORIANO: If Odell Morton doesn't
11 exist and Reginald showed up and ——
12 THE COURT: Had no driver's license.
13 MR. SORIANO: ——without a valid driver's
14 license, I think my answer, Your Honor, is in a lot
15 of states that I've practiced, Your Honor, that
16 would create a genuine issue of material fact for a
17 jury for a fact finder and we would have to try that
18 case.
19 THE COURT: Why?
20 MR. SORIANO: Because under negligent
21 entrustment theory under most states' jurisdictions
22 that I practice in front of, the failure to check
23 for a facially valid driver's license would be
24 deemed as a failure on the renter's part to exercise
25 the duty recognized that law that they should do.

1 THE COURT: All right. So the Graves
2 Amendment wouldn't apply to that in those other
3 states?
4 MR. SORIANO: Correct. I don't think the
5 Graves Amendment would apply to the negligent
6 entrustment claim. I think —
7 THE COURT: How about South Carolina?
8 MR. SORIANO: So under South Carolina law
9 I think it's a harder question. I think if my
10 understanding of the negligent entrustment law under
11 South Carolina, if you take it at face value and you
12 take the appellate decisions, they're tied into
13 alcohol. A lot of the examples that Mr. Culbreath
14 and I were talking about, in a lot of instances they
15 involved a parent entrusting a vehicle to somebody,
16 like a child that they knew had been drinking and
17 that was the negligent entrustment piece. And then
18 it would actually take a —
19 THE COURT: That's was a relatively recent
20 case I think.
21 MR. CULBREATH: Yes, Your Honor, I believe
22 that is the case.
23 THE COURT: All right now, how about if I
24 entrusted the vehicle to you and I knew that all
25 you, every time you drove a vehicle you went

1 25-miles an hour over the speed limit and you were
2 the worst driver to ever hit the face of the earth
3 but you were clean and sober at all times.
4 MR. SORIANO: So that's a great question,
5 Your Honor. And to be intellectually honest with
6 the Court, I've actually read the trial opinions
7 from, you know, courts like this one which it said
8 that that, that they wouldn't dismiss the case on
9 summary judgment based on other incompetencies other
10 than alcohol. But I have not seen that challenge or
11 ruled on by an appellate court or the supreme court
12 in this state so —
13 THE COURT: Have our appellate courts
14 specifically in exact words restricted the
15 applicability of negligent entrustment to alcohol
16 situations?
17 MR. SORIANO: You know what, Your Honor, I
18 believe that's the case but I can't cite an opinion;
19 but I believe that it was still tied to alcohol.
20 That's my belief. Because I remember when I
21 researched, when I had this issue researched I kept
22 coming back to the alcohol thing. And actually,
23 frankly, to be honest with the Court, I remember
24 seeing a brief, an opinion from a trial judge
25 denying summary judgment because they made, that

1 argument was made by the defendant. But I do not
2 —
3 THE COURT: So from your perspective you
4 would think that if Mr. Taylor, assuming Odell
5 Morton doesn't exist and let's assuming what I'm
6 assuming right now, Mr. Taylor would be in a
7 position of having to argue against precedent at
8 some later stage in the supreme court?
9 MR. SORIANO: I believe so.
10 THE COURT: All right.
11 MR. CULBREATH: I'm looking at, I had some
12 research sent to me, Your Honor, and I was looking
13 on my phone to see if I'd gotten it.
14 THE COURT: Okay, all right.
15 MR. SORIANO: I certainly, that is my best
16 recollection of the research, Your Honor. I am not
17 of seeing an appellate or certainly not a South
18 Carolina Supreme Court opinion that has yet extended
19 it beyond the alcohol situation. But I, again, in
20 frankness with the Court, I do remember reading at
21 least one trial court opinion where they felt that
22 the, that the, that they could deny — I should put
23 it this way — they could deny a summary judgment
24 that didn't include alcohol because other
25 incompetencies were raise and I don't remember what

1 those incompetencies were. Does that make sense?
2 THE COURT: Okay, yes, sir.
3 All right, Mr. Taylor, you can respond and
4 then we're gonna move on to any final motions from
5 the defendant and then I'm gonna go to your motions.
6 MR. TAYLOR: All right. Just briefly,
7 Your Honor, this will just take a second. I just
8 wanted to emphasize that, just emphasize the Graves
9 Amendment and what it says in regards to except in
10 cases where there was negligent and criminal
11 wrongdoing, that does not stop liability from the
12 renters of the truck. Now if that was not the case
13 then the law outlaws vicarious liability against
14 them. So I would just ask the Court to give great
15 attention to what the Graves Amendment says in
16 regards to negligence because Rahal has already
17 admitted out of his own mouth, his own words.
18 THE COURT: I understand. He said that he
19 rented it to that, he rented it to Reginald Morton.
20 MR. TAYLOR: So I just want to cite the
21 Graves Amendment does not excuse them in those
22 situations.
23 THE COURT: I think Mr. Soriano basically
24 agrees with that, but we have the wild card of our
25 negligent entrustment law. Is that correct?

1 MR. SORIANO: Yes, Your Honor. I think it
2 would be, again, I think it would be an
3 overstatement by the Defense to say that the Graves
4 Amendment has done away with negligent entrustment
5 claim in front of a jury. That wouldn't be
6 accurate; I'm not gonna say that.
7 THE COURT: That's not your argument?
8 MR. SORIANO: No, sir.
9 THE COURT: Okay. All right, now Mr.
10 Culbreath or Mr. Soriano, what is your next motion?
11 MR. CULBREATH: Your Honor, I think we
12 covered them all because I addressed the sanctions,
13 the issue of deposition. I've also addressed the
14 protective order issue so in my vexatious litigation
15 motion to dismiss. So we have exhausted the Defense
16 motions, Your Honor.
17 THE COURT: All right, Mr. Taylor, are you
18 ready to proceed with your motion for summary
19 judgment, your motion to amend, and your motion for
20 sanctions?
21 MR. TAYLOR: Yes, Your Honor.
22 THE COURT: Does anybody need to take a
23 break? All right, go ahead, Mr. Taylor.
24 MR. TAYLOR: I'll just be brief, Your
25 Honor. I'm back again to that plaintiff for at

1 hearing 10/14th memorandum.
2 THE COURT: Yes, sir.
3 MR. TAYLOR: I have listed all the
4 pleadings in there and I've listed them each in
5 there for my motions, and I would just ask the Court
6 to review them, you know, in for making his
7 decision.
8 THE COURT: So you're incorporating right
9 now into your argument everything that you have
10 under number 1 on your memorandum?
11 MR. TAYLOR: Through 4.
12 THE COURT: That's clocked in at least
13 October 7, dated October 6th.
14 MR. TAYLOR: Yes, sir. And my particular
15 motions go 1 through 4.
16 THE COURT: Yes, sir.
17 MR. TAYLOR: And then the other, of
18 course, 5 through 8 was their motion and it shows
19 what — the document kind of speak for itself so I
20 just want to incorporate all that.
21 THE COURT: What are you wanting to amend?
22 Excuse me, what are you wanting to add to your
23 claim?
24 MR. TAYLOR: Your Honor, just what's in
25 that document is I have it all written down and if I

1 try to —
2 THE COURT: Okay, I'll read it. Anything
3 else, Mr. Taylor?
4 MR. TAYLOR: Other than that in, what's in
5 the file there in regards to, of course, everything
6 else. I'm trying to see whether there's anything
7 else. The only other thing I would say in closing,
8 Your Honor, is my amended complaint speaks to the
9 two charges that I brought against the defendants
10 bringing entrustment action. I brought the gross
11 negligence and i.e. plaintiff, those are the two
12 claims I brought against the defendant.
13 THE COURT: Negligence and —
14 MR. TAYLOR: Cross negligence.
15 THE COURT: And intentional infliction of
16 emotional distress.
17 MR. TAYLOR: Yes. I didn't bring
18 entrustment because I don't know how the law they
19 pushed that in there because I hear and keep talking
20 about the negligent entrustment, but that's not a
21 charge that I brought. I brought the gross
22 negligence. And as the Court is aware by now Rahal
23 now they only because of renting the truck to know
24 how otherwise they wouldn't be in here.
25 THE COURT: Okay, all right.

1 MR. TAYLOR: And my, so Your Honor, I
2 think that's all. I did, in closing, send two
3 copies of some of the things I've been suffering. I
4 would like to maybe put this on the record here by
5 sending them a copy just for the record.
6 THE COURT: What are, what is that?
7 MR. TAYLOR: Well, they're just some of
8 the things I've been suffering.
9 THE COURT: Are they photographs?
10 MR. TAYLOR: Yes, I was reluctant to do
11 this because I ——
12 THE COURT: But aren't those already in
13 the file?
14 MR. TAYLOR: Not these, Your Honor.
15 THE COURT: All right.
16 MR. TAYLOR: I would like to put them on
17 the record.
18 THE COURT: All right, bring it up, you
19 can hand it to the bailiff.
20 MR. TAYLOR: I was reluctant to do this in
21 the court; but given all this today, if the Court
22 will receive them in the record I will so that I can
23 ——
24 THE COURT: Okay, that will be Plaintiff's
25 Exhibit Number 1, or whatever number it is. It

1 might be number 1.
2 (WHEREUPON, Plaintiff Exhibit No. 2 was
3 marked and admitted into evidence.)
4 MR. TAYLOR: Just on the record as some of
5 the suffering I've been having recently and what
6 I've been going through, might help explain some of
7 what I'm going through.
8 THE COURT: What are these pictures of?
9 Cancerous back, oozing it's labeled, and something
10 on your neck.
11 MR. TAYLOR: Second surgery I just had,
12 you know, still struggling to try to get medication
13 and that sort of thing.
14 THE COURT: I misspoke, it's under your
15 arm.
16 MR. TAYLOR: Yeah, I'm sorry, Your Honor.
17 And just showing some of the suffering I'm still
18 going through from what happened, started back then.
19 THE COURT: Have y'all seen this?
20 MR. CULBREATH: Yes, Your Honor, he sent
21 us a copy yesterday.
22 MR. TAYLOR: I think's it's, I think
23 that's it from me, Your Honor.
24 THE COURT: All right, Mr. Soriano, let me
25 ask you this question first. What is he seeking to

1 do with his amendment? What is he wanting to amend,
2 and how so?
3 MR. SORIANO: I think what he's saying,
4 Your Honor, is how I interpret it and I could be
5 wrong, I believe what he's saying with that filing
6 that keeps going back to, is that he's standing on
7 his papers. He doesn't wish to argue orally in
8 front of the Court.
9 THE COURT: So his motion to amend is a
10 motion to amend what?
11 MR. SORIANO: I'm sorry, Your Honor, I
12 thought I was responding to his motion for summary
13 judgment.
14 THE COURT: No, motion to amend.
15 MR. SORIANO: Absolutely. He wishes to
16 amend to add UHI, U-Haul International, which is a
17 separate corporate entity. And if we're gonna argue
18 that, that's an extremely important one.
19 THE COURT: I thought U-Haul used to be a
20 entity.
21 MR. SORIANO: That's correct. There are
22 several different U-Haul entities, Your Honor.
23 U-Haul, Co., of South Carolina was the entity so
24 U-Haul, Co. of South Carolina is known as a local
25 marketing company. They're separate and distinct

1 entity. So we move to dismiss on the grounds that
2 they were — he couldn't state a claim against them.
3 It happens a lot in negligent entrustment action.
4 THE COURT: And they were dismissed.
5 MR. SORIANO: They were dismissed with
6 prejudice. He now seeks to add UHI.
7 THE COURT: Which you don't represent?
8 MR. SORIANO: Well, I do, Your Honor, I
9 would absolutely represent UHI. I represent UHI. I
10 represent all the U-Haul entities if they're in, but
11 there's never a case where UHI is — there's almost
12 never a case. Maybe they were sued on a contract
13 action or something. But in a property damage case
14 like this one, UHI would never be brought in the
15 case. UHI is a holding company that doesn't have
16 anything to do with the rental of trucks in South
17 Carolina. So the point, Your Honor, and we make it
18 in our brief, number one, U-Haul Co. of South
19 Carolina was already dismissed because the Court
20 found that he could not state a claim against them
21 under the claims he was making. Now he's trying in
22 essence to add a parent company that's even more
23 removed than U-Haul Co. of South Carolina could ever
24 be, and we include an affidavit from a
25 representative of UHI that says they have nothing to

1 do with the rental of trucks, they have nothing to
2 do with anything to this action. I don't want to
3 misquote the affidavit, but the affidavit
4 establishes definitively that it's a Nevada
5 Corporation with its principal place of business in
6 Phoenix, Arizona. It provides accounting clearing
7 house, technical advisory, purchases and surfaces
8 for U-Haul rental companies such as U-Haul, Co., of
9 South Carolina. UHI, which is the entity he's
10 trying to get, does not rent trucks, trailers, or
11 storage facilities, nor is UHI in the business of
12 repairing or inspecting trucks. So there is no way
13 that UHI would be a proper party to this lawsuit
14 given the allegations made by Mr. Taylor. And
15 frankly, from my perspective, Your Honor, it speaks
16 volumes that U-Haul, Co., of South Carolina was
17 already dismissed from the case and is gone with
18 prejudice. There's no way that UHI is a proper
19 entity.
20 THE COURT: Was that a consent dismissal
21 or a dismissal by a trial court after argument?
22 MR. SORIANO: It was the judge.
23 MR. CULBREATH: Dismissal by Judge Young
24 after argument.
25 THE COURT: All right, okay.

1 MR. SORIANO: So that is our answer to
2 motion for leave to amend. It is, he does not have
3 any basis. The other thing that I want to hit that
4 I think, I just don't want to be missed and I don't
5 want to forget, Mr. Taylor just stood up in open
6 court — and I have to take him at his word — but
7 he is saying that he never brought a negligent
8 entrustment claim. I've spent a lot of time up here
9 answering questions trying to do my best to explain
10 negligent entrustment law. But his representation
11 now is fatal to all of his claims, okay, Your Honor,
12 because if he has said in open court that he has not
13 brought a negligent entrustment claim. The defense
14 in abundance of caution was trying to answer his pro
15 se litigant's claims as we believed them to be
16 brought, and we're trying to be intellectually
17 honest to those claims. But his admission that he
18 is not bringing negligent entrustment claim is
19 failed all his claim and so I would amend my
20 previous answer by the Graves Amendment. If it's
21 not a direct liability tort like negligent
22 entrustment, they all fail. I hope that makes
23 sense.
24 THE COURT: Okay.
25 MR. SORIANO: So now —

1 THE COURT: Let me ask, Mr. Taylor, are
2 you bringing a negligent entrustment claim?
3 MR. TAYLOR: Your Honor, on the face of my
4 amended complaint it's gross negligent claim right
5 at the top and I ——
6 THE COURT: Well, gross negligence of them
7 doing what?
8 MR. TAYLOR: Renting Reginald Morton the
9 truck intentionally knowing he did not have a
10 driver's license which he come and tear up my
11 property.
12 THE COURT: All right, how do you
13 interpret that, Mr. Soriano? I don't think he said
14 earlier I'm not bringing a negligent entrustment
15 claim. He said I'm bringing a gross negligence
16 claim and an IIED claim. So let's, I understand
17 what everybody is saying on that. Now do you have
18 any other argument in opposition to his motion for
19 summary judgment about when he says or incorporates
20 his argument that Rahal said it and said it and said
21 it, that he rented the truck to Mr. Morton, Reginald
22 Morton?
23 MR. SORIANO: Yea, absolutely, Your Honor.
24 I think it's important the Court realize that this
25 isn't the first time he's moved for summary

1 judgment. He's moved on two previous occasions and
2 it's been based on the same evidences.
3 THE COURT: Has it been denied?
4 MR. SORIANO: It's been denied twice.
5 THE COURT: By Judge Young?
6 MR. SORIANO: Was it both times Judge
7 Young?
8 MR. CULBREATH: I believe it was Judge
9 Young in one instance and Judge Newman maybe in
10 second instance. I could be wrong about Judge
11 Newman.
12 THE COURT: Why did the second motion —
13 what was different between the first motion ruling
14 and the bringing of the second motion?
15 MR. SORIANO: Almost nothing.
16 MR. CULBREATH: Your Honor, at the time,
17 again, if I'm getting the timeline right, if he
18 moved for summary judgment, if you've got it —
19 MR. SORIANO: So the dates of the orders,
20 Your Honor, October 2nd, 2014, and the second was
21 May 18th, 2015 so there are two dispositive rulings
22 from the court denying Mr. Rahal's motions for
23 summary judgment.
24 THE COURT: Now Mr. Taylor.
25 MR. SORIANO: Taylor, I'm sorry,

1 Mr. Taylor's motion for summary judgment. The only
2 thing that has changed since then that he could,
3 that would add to his record that presumably he's
4 claiming that makes there be no genuine issue of
5 material fact in his favor would be this Roy Rahal
6 depo, okay. We discussed the Roy Rahal depo ad
7 nauseam, and we rely on the Ray Rahal depo for
8 showing why he cannot state a claim, I'm sorry, I
9 should say he cannot raise a general issue of
10 material fact as to a negligent entrustment claim
11 under the law. So I do think it becomes a bit of an
12 intellectual gymnastics with the gross negligence
13 versus the negligent entrustment, but my
14 understanding of the law is that the Graves
15 Amendment and its federal preemptive effect did away
16 with any call vicarious liability claim. So the
17 difference in my mind is whether it's a vicarious
18 liability claim which is a derivative of liability
19 tort, as opposed to a direct negligence tort.
20 THE COURT: Which is entrustment.
21 MR. SORIANO: Exactly. And that's why
22 entrustment survives.
23 THE COURT: Okay, I understand that.
24 MR. SORIANO: So the, we filed, it lead
25 the opposition to his motion for summary judgment,

1 motion for summary judgment. And again, the fact
2 that, you know, I even thought about incorporating
3 by reference just our motion for summary judgment
4 which explains the facts, but even those facts in
5 and of themselves, the Reginald Morton depo, the Roy
6 Rahal depo, the signed rental contract, all those
7 same things that make judgment as law proper for us
8 to defeat his motion for summary judgment. It's,
9 the last motion for summary judgment amounts to
10 this. I ask — you know, from our perspective
11 certainly. I ask questions of Mr. Rahal. He said
12 he rented the truck to Reginald Morton, I win.
13 Everything else that the defendants are saying are
14 lies and falsehoods and all that and I win. So I
15 don't, I think that that covers it. I mean, we
16 disagree with that fundamentally. We are thrilled
17 that the Court's gonna read the Rahal depo in its
18 entirety, and I think that really answers the
19 question.
20 THE COURT: All right. Any response to
21 his motion for sanctions, or do you rest on your,
22 Mr. Culbreath's arguments?
23 MR. CULBREATH: I'm going to argue that as
24 well, Your Honor. And let me start and take the
25 Court back to November of 2013. Plaintiff files

1 this lawsuit. I'm gonna read you again. This
2 isn't — this isn't — well, this is his rule.
3 We're talking about sanctions, he's got a motion for
4 sanctions and Rule 11 motion. There's two. There's
5 two. I'll start with Rule 11 'cause it takes a
6 little more time but I think. It starts November of
7 2013. At that point U-Haul Corporation, U-Haul of
8 South Carolina, specific U-Haul dealer which is now
9 our client El Cheapo, then Reginal Morton; and then
10 he sued Dana Goins, the truck driver back then in
11 that complaint. So Nelson Mullins answers for all
12 those folks. And what does Mr. Taylor file then?
13 He files a priority motion to strike defendant's
14 answer which is false which denials are patently
15 false and untruthful in the least as plaintiff will
16 show all done in bad faith interposed for delay, and
17 otherwise in contravention of Rules 11 and 12. So a
18 month into this case he's filed a Rule 11 motion,
19 and Mr. Soriano touched on it. Mr. Taylor's
20 theories in this case and theories for this motion
21 is based on the premise that he started the
22 litigation with that, and that is, that his version
23 of the facts is the only true one and everyone
24 else's facts are nothing but lies. So as we'll talk
25 about a little later, Mr. Taylor's credibility then

1 is crucial to this case.
2 That motion is the best evidence already
3 is. He also bases on this premise that Mr. Soriano
4 addressed as well, is once you take a position, for
5 example, in discovery with a answer, that's it, you
6 are closed from changing it all. Now under Rule 11
7 and Rule 11 with its amendments incorporates the
8 frivolous proceedings act, requires intent, it
9 requires knowing, that you're putting up a defense
10 you're maintaining a defense that you know is false.
11 That, and frivolous proceedings act, 15-36-10
12 requires a finding that the conduct of the defense
13 in this case was done primarily for a purpose other
14 than securing proper discovery or disposition.
15 Now the other thing that's very important
16 about a Rule 11 motion by virtue of its
17 incorporation of the revised frivolous proceedings
18 act is, for Mr. Taylor to win on that, the
19 proceedings must have terminated in his favor.
20 Absent that termination --
21 THE COURT: There's no requirement of that
22 under Rule 11.
23 MR. CULBREATH: And Your Honor, I looked
24 at that. And you know, Rule 11 interacts, but the
25 way he's written this motion, he cites both

1 provisions, both Rule 11 and the other. And you
2 know, what Rule 11 requires knowing, you know, the
3 frivolous proceedings act then puts forth factors to
4 consider. I'll just tell you, we've talked about
5 the defense. You've heard a vigorous debate about
6 the Graves Amendment, the applicability to that
7 liability. We have significant damages issues. We
8 don't believe the case should go there, but there's
9 significant damage issues about this property that
10 we'll talk about and why we want to talk to
11 Mr. Taylor because that property before it was
12 damaged is in foreclosure, is in foreclosure now.
13 That lawsuit is pending in this court.
14 So there are questions about the property
15 interest. There are questions as we've learned in
16 doing some investigation as to whether or not the
17 property was because of his rental income claim, is
18 that even proper because the property may not be
19 zoned or taxed to allow for rental of the property
20 in the city or the county of Sumter. So we have,
21 you know, those motions and then in his amendment to
22 his Rule 11 motion that he filed we talk about, he
23 claims there's a forgery of documents. And I can go
24 on and on, we've discussed it. But we believe the
25 Rule 11 motion is improper, that this is part and

1 parcel of his litigation strategy, it has been from
2 the beginning of this case when he sought the rule,
3 to get a Rule 11 sanction against Nelson Mullins and
4 so we believe it should be denied, Your Honor.
5 THE COURT: All right.
6 MR. CULBREATH: Thank you.
7 THE COURT: Okay, Mr. Taylor. I'll give
8 you last word. I think it's gonna be the last word.
9 MR. TAYLOR: I'll just touch on briefly
10 since I'm relying on my pleadings in the file for my
11 four motions and against theirs. I just touch on in
12 regard to Judge Young's dismissal of U-Haul South
13 Carolina. It was not dismissed with prejudice. I
14 have the document right here.
15 THE COURT: All right, hand it to me
16 please.
17 MR. TAYLOR: It was by consent before it
18 was dismissed. Of course, I'm not seeking to bring
19 them back in because I was seeking to bring U-Haul
20 International in because as you will read in my
21 motion, everything I have in there — it's by
22 consent and they did not dismiss it without
23 prejudice. It's right there before you.
24 MR. SORIANO: The order doesn't say
25 either, Your Honor. The order doesn't say —

1 THE COURT: All right, but I think the
2 rule, if it makes any difference is, is if the order
3 is silent it's without prejudice but it's only as to
4 that defendant. So you're not trying to re-bring
5 these other defendants back in, you're trying to
6 bring in somebody new. And what is your theory of
7 recovery against U-Haul International?
8 MR. TAYLOR: Because as you will see
9 attached to there, Rahal admitted over and over
10 again that he's their agent, agency. In the
11 document that you have there we discovered in
12 discovery he had admitted, well, I'm their agent, or
13 they're my agent.
14 THE COURT: So you're saying that Rahal
15 and El Cheapo are agents of U-Haul International?
16 MR. TAYLOR: Yes, sir, by his own words
17 and everything. That's why I move now to bring
18 U-Haul International. That specific document there
19 is not that thick and I've already put it in for my
20 motion, but only for agency, for nothing more and
21 nothing less because he admitted, it's about four or
22 five pages out of his deposition, oh, I'm their
23 agent, well, I get it, so it's no question about
24 agent so. I had to move because that's information
25 nobody would make available in discovery or

1 otherwise prior to that so I had no way of getting
2 that information because they would — nobody put it
3 in the interrogatory answers or anything else; it
4 was kept from me. And the only way I got it is
5 Rahal admitted. And so I had no other choice
6 because I had no way of getting information before;
7 they wouldn't provide it. And then only when he
8 admitted it, that throw me and put me in the
9 position of then having to come back and say, okay
10 now, for agency purposes he needs to be at least
11 here within. I'm not alleging then or now that
12 U-Haul came out there and done anything wrong, only
13 that they're their agent, that's all.
14 THE COURT: Okay. All right, anything
15 else?
16 MR. SORIANO: Your Honor, if U-Haul —
17 first I'll say there is no agency relationship
18 between U-Haul International and any defendant in
19 this case. That is just patently false; it's
20 untrue. The affidavit establishes that we submit
21 there is no agency relationship between U-Haul
22 International or any defendant in this case; it's
23 not true. If there was any agency relationship or
24 any relationship at all, it would have between
25 U-Haul Co., South Carolina, and this dealer and that

1 they've already been dismissed. We heard that.
2 The other thing, Your Honor, if UHI were
3 in this case, which would be improper and error of
4 law I believe, it would restart the case. He would
5 need to refile, we'd have to take discovery as to
6 UHI. We certainly wouldn't have a trial in December
7 so it's a host of issues that would do. And
8 frankly, we would be moving for a motion to dismiss,
9 motion for summary judgment because UHI doesn't have
10 anything to do with the defendants in this case
11 there is no agency relationship between UHI and the
12 defense in this case. Thank you, Your Honor.
13 THE COURT: All right. Yes, sir.
14 MR. TAYLOR: Your Honor, the only thing I
15 would say is you've already indicated that you will
16 read the transcript of Roy Rahal and you can read
17 the words out of his own mouth.
18 THE COURT: And I know that's not binding
19 on U-Haul International.
20 MR. SORIANO: Exactly.
21 THE COURT: Anything else, Mr. Taylor,
22 you'd like to put on the record today?
23 MR. TAYLOR: Nothing other than what I've
24 already said, and I think the Court got to get
25 everything, all the documents, and like I said, my

1 main arguments are there in writing as opposed to...
2 THE COURT: Okay. Mr. Culbreath, anything
3 else?
4 MR. CULBREATH: I don't know that I
5 addressed it, his motion for sanctions is really
6 kind of a motion compel. It rises interrogatories
7 that he alleges he sent in July. He wrote us a
8 consultation letter in mid August saying why haven't
9 you answered my July 2 discovery. We can't find
10 that we got it. That's when in an exchange about
11 the postage and everything else which is in your
12 packet. We since answered the discovery. He wants
13 sanctions and costs because we didn't answer; in
14 fact, we did, so we ask ——
15 THE COURT: I thought he withdrew those
16 but ——
17 MR. CULBREATH: I don't know if he did.
18 THE COURT: ——If it's part of what he
19 filed I'll consider that response.
20 MR. CULBREATH: One other, two other
21 issues I want to bring to the Court's attention.
22 One is, if summary judgment is not granted his
23 deposition goes forward. He's filed a protective
24 order regarding his deposition that he wants to
25 avoid, wants to prevent us from asking any questions

1 about anything regarding him prior to June 1, 2013.
2 THE COURT: And that is the day of the
3 damage?
4 MR. CULBREATH: Correct.
5 THE COURT: Well, when was the truck
6 rented?
7 MR. CULBREATH: The truck was rented that
8 day.
9 THE COURT: Okay. Well, Mr. Taylor, you,
10 where is that appropriate under the law?
11 MR. TAYLOR: Your Honor, I believe I
12 withdraw that motion.
13 THE COURT: All right, motion is
14 withdrawn, okay.
15 MR. CULBREATH: One other item, I believe
16 I communicated this to the Court, just to remind the
17 Court, several weeks ago I was contacted by the
18 Court of Appeals that I have a case on the roster
19 the week of December 7th. Of course, the Rule 601
20 contemplates that Court of Appeals takes precedence.
21 I advised the Court of Appeals of this case, and
22 I've asked in the interest of moving everything
23 along that if they would schedule my oral argument,
24 schedule it on the Monday or the Thursday of that
25 week.

1 THE COURT: Okay, all right.
2 MR. SORIANO: Your Honor, just one final
3 thing from the Defense perspective; and obviously
4 the Court appreciates that I'm coming from out of
5 town and that, you know, I've got clients that I'm
6 working for as Mr. Culbreath. There has been a lot
7 of money spent on this case. We have actually made
8 an offer of settlement that we thought was
9 reflective of the merits of the claim. I won't say
10 the amount.
11 THE COURT: And I don't want any, I don't
12 ever ask and I don't want to know.
13 MR. SORIANO: Yeah, and I'm not gonna say
14 the amount, but I'm just saying that we offered to
15 go to mediation on this case. We made a nominal sum
16 offer. My client's position is clearly that these
17 claims are without merit and that under the law they
18 cannot survive summary judgment. I just wanted to
19 make sure that the Court has appreciation for the
20 fact that we honestly believe that we have taken a
21 road in this litigation from the start. There will
22 be nothing in the record that all the rulings in the
23 file Mr. Taylor shows us acting with anything other
24 than utmost civility and respect toward Mr. Taylor.
25 You know, we don't just blow off a deposition. We

1 find the appropriate protective order we respond to
2 his motions so we have literally from my client's
3 perspective done everything to appropriately respond
4 to these allegations; but we unfortunately have a
5 very huge difference in opinion. We believe that
6 this is without merits and we believe that they
7 can't stand the scrutiny of South Carolina law and
8 so I just wanted to say that for the record.
9 THE COURT: Okay. This will be it, Mr.
10 Taylor, and you can put your final position on the
11 record. Go ahead.
12 MR. TAYLOR: Just —
13 THE COURT: And I'll just let — the
14 record will be silent but Mr. Taylor stood up but
15 we've got to reach a stopping point sometimes. I'm
16 giving you the very last word.
17 MR. TAYLOR: I just want to use my last
18 words to say that I'm just trying to litigate my
19 case to get compensation for my damages, and I'm
20 going to in spite of all that has passed the file
21 speaks too. And even from here I will do my utmost
22 from my own interest and everything to make actually
23 sure I try to not say one word to offend anybody or
24 anything that will bring wrath of the Court on any
25 in any way, just want to assure the Court that I'm

1 gonna make double effort. I want to have just
2 enough room to try to litigate my cases and I'm not
3 under any illusion that I'm up against a tough team.
4 And I just want enough room to kind of express
5 myself. I'm gonna be extra careful. I think
6 they're very well aware that if they credit me
7 enough I will withdraw in a point where it's tough
8 for me to kind of litigate, but I'm gonna be extra
9 careful, as I have been, to try make sure so that I
10 can see if I can get to the end of this and go back
11 to my life like it was before while I was out there
12 at my place not bothering anybody, minding my own
13 business and so forth and so on. So I just want to
14 show the Court that I'm trying my best. I got
15 faults and probably said some things but I'm trying
16 to do the best I can but I will try even harder.
17 THE COURT: Thank you. Now before we go
18 off the record one final, I don't want anybody to
19 send me any other — and I don't way anybody to file
20 with the court any other positions, responses,
21 replies, returns, so forth, concerning any of those
22 motions unless I specifically request. But I'm
23 gonna ask Mr. Culbreath to check with Fedex and I'll
24 check — I don't know what was being sent to me when
25 I spoke to the lady on the phone. The only thing I

1 want is a followup on where I might get what was
2 sent to me for the simple reason so I can write on
3 it. I can't write on the Clerk of Court's documents
4 so that will close the record. And Mr. Culbreath,
5 if you would be so kind as to do that for me.
6 MR. CULBREATH: Yes, sir, I will do that
7 today.
8 THE COURT: I will have a ruling on those
9 motions forthwith. You can interpret that word
10 however you want. To me it means pretty doggone
11 quick. It will certainly well in advance of any of
12 you having to spend unnecessary time on further
13 preparation if I grant the motion made by the
14 defendant for summary judgment or grant the motion
15 made by the plaintiff for summary judgment. So I
16 understand that you have perhaps preparation work to
17 do. I don't grant any motions for summary judgment.
18 I will say a very tight schedule on the reconvening
19 of a properly noticed 30(b)(6) deposition of
20 Mr. Rahal and the reconvening of Mr. Taylor based on
21 your input of available dates. If there — and I'm
22 gonna probably ask you if I deny these motions, to
23 give me the dates separately so one side can't be
24 accused of looking at the other dates and purposely
25 saying they're not available for any of this. We'll

1 all deal with that as adults. Okay, thank you.
2 MR. CULBREATH: One thing, Your Honor.
3 MR. TAYLOR: Can we have —
4 THE COURT: Are we on the record?
5 MR. CULBREATH: We filed yesterday,
6 mailed the original affidavit as part of this
7 amendment. That was in the Clerk's file so —
8 THE COURT: That was yesterday.
9 MR. CULBREATH: And I'm going to go ahead
10 since I have it and filed the original, Mr. Taylor's
11 one deposition with the clerk before I leave since
12 I'm here today.
13 THE COURT: Mr. Taylor.
14 MR. TAYLOR: Yes, asking about if we get
15 to that point, I know you just said about the
16 30(b)(6); but in the last order I was to reconvene
17 defendant Mr. Rahal's deposition and then he was
18 supposed to provide 30(b)(6) so I was asking whether
19 I will have to reconvene defendant here like —
20 THE COURT: I will make appropriate ruling
21 in the order if the case survives either side's
22 motion or both sides' motions for summary judgment.
23 Okay.
24 MR. SORIANO: Your Honor, just one last
25 things, the inspection, if it's —

1 THE COURT: All that's going to survive.
2 If it's ——
3 MR. SORIANO: Yes, sir, thank you.
4 THE COURT: In other words, there's not
5 going to be any foolishness, okay. All right.
6 Thank you.
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, FRANCES B. RAY, Registered Professional Reporter (RPR), court reporter for the State of South Carolina, Third Judicial Circuit, do hereby certify that the foregoing proceeding is a stenographic report and was transcribed through computer-aided transcription; that the foregoing transcript contains a true record of the proceedings.

I further certify that I am neither counsel for, nor related to nor employed by any of the parties connected to the action, nor am I financially interested in the action.

Witness my hand at Florence, South Carolina, this 16th day of December, 2015.

S/Frances B. Ray

Frances B Ray

FRANCES B. RAY, RPR

COPY

State of South Carolina) Court of Common Pleas
)
County of Sumter) No.: 2013-CP-43-1808

Charles Taylor,

Plaintiff,

vs.

(1) Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and (2) Roy Rahal,

Defendants.

Deposition of ROY RAHAL

June 2, 2015

Videotape deposition on oral examination of ROY RAHAL, reported by Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Old Sumter County Courthouse, 141 North Main Street, Sumter, South Carolina, on June 2, 2015, at the hour of 9:56 a.m.

1
2 Appearances
3 Representing the Plaintiff:
4 CHARLES TAYLOR, PRO SE
332 Myrtle Beach Highway
5 Sumter, South Carolina 29153
ugcards@aol.com
6
7 Representing the Defendants:
8 GRAY T. CULBREATH, ESQUIRE
-AND-
9 JAMES E. BROGDON, III, ESQUIRE
Gallivan, White & Boyd, P.A.
10 1201 Main Street, Suite 1110
Columbia, South Carolina 29201
11 gculbreath@gwblawfirm.com
12
13
Also Present:
14
SEAN STROEHLE (Videographer)
15
16
17
18
19
20
21
22
23
24
25

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* * * * *

1 This deposition is taken in
2 accordance with the South Carolina Rules of Civil
3 Procedure.
4 It is agreed and stipulated by the
5 Deponent and respective counsel that the reading and
6 signing of the deposition by the Deponent is
7 expressly waived.
8 WHEREUPON:
9 ROY RAHAL, being duly sworn and
10 cautioned to speak the truth, the whole truth and
11 nothing but the truth, testifies as follows:
12 MR. CULBREATH: Before we get
13 started, Mr. Taylor, you submitted with the
14 deposition notice a check to Mr. Rahal in the amount
15 of $56.44.
16 Under the amendments to the subpoena rules
17 that were enacted recently the check is not to be
18 tendered until such time as the deposition. So I
19 held the check until such time.
20 Now, I note that the check is for
21 deposition and trial testimony. So to clarify, is
22 it your intention that this is to encompass both
23 appearance today and appearance at trial?
24 MR. TAYLOR: That is correct.
25 MR. CULBREATH: All right. I will

1 set the check there and Mr. Rahal can negotiate that
2 at sometime at his leisure.
3 MR. TAYLOR: Should I begin?
4 EXAMINATION
5 BY MR. TAYLOR:
6 **Q. Mr. Rahal, my name is Charles Taylor. I'm**
7 **the plaintiff in this case.**
8 A. How are you doing?
9 **Q. And since he's already sworn you in I will**
10 **just get right to the questions that I have, if**
11 **that's all right with you?**
12 A. Sure.
13 **Q. Okay. My first question is, since you've**
14 **already stated your name, your address?**
15 A. 29 Parker Drive, Sumter, South Carolina,
16 zip code 29150.
17 **Q. And the address of El Cheapo?**
18 A. 390 South Guignard Drive, Sumter, South
19 Carolina, zip code 29150.
20 **Q. All right. There are two defendants in**
21 **this case and you are speaking for both of them?**
22 MR. CULBREATH: I'm going to object
23 to the form. The notice that was issued was for
24 Mr. Rahal. The notice to the defendant is
25 procedurally defective. The notice to a corporate

1 entity must be issued pursuant to Rule 30(B)(6) of
2 the rule -- South Carolina Rules of Civil Procedure
3 and include topics to be inquired as to that
4 corporate entity.
5 No such notice was ever served upon us
6 with such topics. Accordingly, Mr. Rahal is here
7 as -- as the individual defendant, but he is not
8 speaking on behalf of the corporation.
9 BY MR. TAYLOR:
10 **Q. Okay. So you're just speaking just for --**
11 A. Myself.
12 **Q. -- Roy Rahal? Okay. Where were you born**
13 **and went to school?**
14 A. I born in Amman, Jordan. And I went to
15 school in Nottingham, England.
16 **Q. Okay. How long have you lived in the**
17 **United States?**
18 A. Since '89.
19 **Q. How long have you lived in Sumter?**
20 A. Four years ago. 2011 I came to Sumter.
21 **Q. Where do you work and for how long?**
22 A. I -- I was the manager in El Cheapo in
23 Guignard in Sumter. And I used to live in
24 Charleston, South Carolina before. And before I was
25 living in Chicago, Illinois.

1 Q. Okay. The question was where do you work
2 and how long?
3 A. Well, I've been working for El Cheapo for
4 four years.
5 Q. Okay. What is your position there?
6 A. Manager.
7 Q. Were you the manager of Stop 'N' Save
8 d/b/a El Cheapo back on June 1, 2013?
9 A. Excuse me?
10 Q. Were you the manager of Stop 'N' Save
11 d/b/a El Cheapo back on June 1, 2013? That would be
12 the date --
13 A. Yes.
14 Q. Okay.
15 A. Yes, I was.
16 Q. Does you -- and I'm going to void El
17 Cheapo because I had here, "Do you, El Cheapo," but
18 since he explained I'm just going to say, "Do you."
19 A. Sure.
20 Q. Does you rent U-Haul trucks to the general
21 public?
22 A. Yes.
23 Q. My eyes. I can't hardly see here. I'll
24 push them back a little bit farther. Are you U-Haul
25 truck rental dealers?

1 MR. CULBREATH: Object to the form.
2 You can answer the question.
3 THE WITNESS: Huh?
4 MR. CULBREATH: You can answer the
5 question.
6 THE WITNESS: What -- what was the
7 question?
8 BY MR. TAYLOR:
9 **Q. Okay. I'll -- I'll do it again. He**
10 **objected to the form, but he's just putting it on**
11 **the record. Are you U-Haul truck rental dealers?**
12 A. Yes.
13 MR. CULBREATH: Object.
14 BY MR. TAYLOR:
15 **Q. I want to show you Item No. 1 highlight**
16 **here. I'm going to have one for the court reporter**
17 **as Item 1 and I'm going to show you one and then**
18 **I'll ask my question. Is that all right?**
19 A. Uh-huh.
20 (Exhibit No. 1 was marked for
21 identification.)
22 MR. CULBREATH: Let me look at the
23 document since I haven't been provided a copy.
24 MR. TAYLOR: Okay. I'll let -- yes.
25 That's my intent. Let him look at it first and --

1 MR. CULBREATH: Object to the
2 document's relevance.
3 MR. TAYLOR: Okay. I'll note that
4 here. Can I proceed with asking a question?
5 MR. CULBREATH: Sure.
6 BY MR. TAYLOR:
7 **Q. Okay. The highlighted area and -- and ask**
8 **you are the dealers truly agents of U-Haul in**
9 **renting their trucks to the public? Are they**
10 **agents?**
11 MR. CULBREATH: Object to the form.
12 Calls for a legal conclusion.
13 BY MR. TAYLOR:
14 **Q. Did you understand the question?**
15 A. No, I didn't understand the question.
16 **Q. All right. Let me ask it again. He has**
17 **already objected to it, but -- are the dealers truly**
18 **agents of U-Haul in renting their trucks to the**
19 **public? In other words, when you rent U-Haul trucks**
20 **to the public are you their agent?**
21 MR. CULBREATH: Object to the form.
22 BY MR. TAYLOR:
23 **Q. Well, let me ask it this way. Aren't you**
24 **U-Haul's agents when you rent trucks to the public?**
25 MR. CULBREATH: Object to the form.

1 MR. TAYLOR: Are you going to let him
2 answer it?
3 MR. CULBREATH: He can answer the
4 question. I'm objecting --
5 MR. TAYLOR: Okay.
6 MR. CULBREATH: -- to the form.
7 MR. TAYLOR: All right. Okay.
8 MR. CULBREATH: I have not instructed
9 him to not answer.
10 MR. TAYLOR: Okay. All right.
11 MR. CULBREATH: I've simply objected
12 to the form.
13 BY MR. TAYLOR:
14 **Q. So my question is are the dealers, which**
15 **you've said you're a dealer?**
16 A. Uh-huh.
17 **Q. Are you truly agents of U-Haul when**
18 **renting the trucks to the public?**
19 MR. CULBREATH: Object to the --
20 THE WITNESS: Yes.
21 MR. CULBREATH: -- form.
22 BY MR. TAYLOR:
23 **Q. All right. Who actually own the U-Haul**
24 **trucks rented to the public in general?**
25 A. Who owns it?

1 **Q. Who owns them? Whenever you rent U-Haul**
2 **trucks to the public --**
3 A. It's a U-Haul company.
4 **Q. U-Haul owns them?**
5 A. Yeah, U-Haul own -- U-Haul own -- owns all
6 the trucks.
7 **Q. In this particular case who owned the**
8 **subject U-Haul truck rented on the morning of**
9 **6-1-13?**
10 A. Who owns that truck?
11 **Q. Yes.**
12 A. That's part of the U-Haul fleet.
13 **Q. U-Haul owns it? Is that your answer?**
14 A. Yeah, U-Haul owns the U-Haul trucks.
15 **Q. Okay. All right. Do you have an agency**
16 **agreement with U-Haul to rent their trucks to the**
17 **public?**
18 A. Do I have what?
19 **Q. Do you have an agency agreement with**
20 **U-Haul to rent their trucks to the public, an agency**
21 **agreement?**
22 A. I should. Yes, I do.
23 **Q. Who for El Cheapo signed that agreement**
24 **with U-Haul? Did you sign that agreement with**
25 **U-Haul or someone else did it?**

1 A. I do. I did.
2 **Q. You did?**
3 A. Yes, sir.
4 **Q. Move to the side here just a little bit.**
5 **Pain this morning. So -- did you provide a copy of**
6 **that agreement during discovery in this case yet?**
7 **That agency agreement, did you provide a copy of it**
8 **in this case yet during discovery?**
9 A. What -- what -- what -- what agreement are
10 you talking about exactly?
11 **Q. The --**
12 A. If you're talking about the contract? Is
13 that what you're talking about?
14 **Q. Well, either. That you have with**
15 **U-Haul -- you must have some kind of an agreement**
16 **with them to rent their trucks. I'm asking you did**
17 **you provide it in this case yet, an agency agreement**
18 **or whatever, contract? You can call it a contract,**
19 **whatever.**
20 A. I still don't understand the question. I
21 mean, there's too many -- too many documents. Which
22 one are you referring to?
23 **Q. Okay. Let me ask it again. You said that**
24 **you signed an -- an agreement -- my last question**
25 **was who signed that agreement. Before that I asked**

1 **you did you have an agency agreement with U-Haul.**
2 **You said yes. I asked you who signed that agreement**
3 **with U-Haul. You said you did.**
4 **Now my question to you is did you provide**
5 **a copy of that agreement during discovery of this**
6 **case yet?**
7 A. It's not a customer thing. The agreement
8 between me and U-Haul is separate between the
9 agreement or the contract I make between me and the
10 customer.
11 **Q. I'm not talking about the contract between**
12 **you and the customer. I'm talking about between you**
13 **and U-Haul, whatever agreement you all have,**
14 **contract, whatever.**
15 A. It's one time deal. I mean, one time
16 contract, you know --
17 **Q. Okay.**
18 A. -- between me and U-Haul and it's --
19 it's -- it's out there, you know.
20 **Q. So my question is, yes or no, did you**
21 **provide a copy of that agreement during discovery of**
22 **this case yet? You either did or you didn't. I'm**
23 **just asking you.**
24 MR. CULBREATH: Object to the form.
25 You can answer the question.

1 MR. TAYLOR: You said you objected to
2 it?
3 MR. CULBREATH: Yeah. He can answer
4 the question.
5 MR. TAYLOR: Okay.
6 THE WITNESS: We don't -- we don't
7 give -- we don't give these agreements to the
8 customers.
9 BY MR. TAYLOR:
10 **Q. So did you provide a copy of it, the**
11 **agreement, during discovery of this case yet?**
12 A. Discovery of this case? I mean, please
13 specify what you are asking me so I can answer what
14 I understand.
15 **Q. Okay.**
16 A. Okay. So what -- what exactly are you
17 asking me?
18 **Q. Well, let me have just a second to think**
19 **about it while I --**
20 A. Okay.
21 **Q. -- get a little sweets here.**
22 A. Sure.
23 **Q. I take a lot of medication and I have a**
24 **drive mouth and whatever. So I couldn't find any**
25 **way to get any water. So let me just put a little**

1 something sweet in my -- we'll take just a
2 one-second break.
3 VIDEO OPERATOR: Would you like to go
4 off the record?
5 MR. TAYLOR: For just one minute.
6 VIDEO OPERATOR: We're going off the
7 record. The time on the monitor is 10:08.
8 (A recess transpired.)
9 VIDEO OPERATOR: We're going back on
10 the record. The time on the monitor is 10:10.
11 BY MR. TAYLOR:
12 Q. Okay. Mr. Rahal, we are back now.
13 A. Yes, sir.
14 Q. Mr. Brogdon has already -- I mean, I'm
15 sorry, Mr. Culbreath have already noted his
16 objection. So I'll ask the question and then --
17 this particular question is did you provide a copy
18 of that agreement, the one that you said you signed
19 with U-Haul, I'm asking you did you provide a copy
20 of it during discovery in this case yet or have you
21 provided a copy of it in this case yet so the
22 plaintiff's side could have one, I guess, is --
23 A. No.
24 Q. Okay.
25 MR. CULBREATH: And let me interpose

1 an objection. That dealer agreement is part of the
2 issue that we've been before the judge on several
3 occasions about the execution of a confidentiality
4 agreement, which has not been executed. Upon
5 execution of a confidentiality agreement by you, we
6 would provide that document. That's been our
7 position all along.
8 MR. TAYLOR: Very well. I got his
9 answer. All I was wanting was his answer. And I
10 note what you said. If you'll provide me with that,
11 I'll sign and send it back, just for the record.
12 MR. CULBREATH: Well, for the record,
13 the way it works is you sign the agreement first and
14 then we provide it.
15 MR. TAYLOR: Okay. Very well.
16 MR. CULBREATH: If you're amenable to
17 that, I will send you a confidentiality agreement
18 when we finish today.
19 MR. TAYLOR: Very well. So you want
20 me to prepare --
21 MR. CULBREATH: I have a
22 confidentiality agreement already prepared.
23 MR. TAYLOR: If you'll send it to me.
24 MR. CULBREATH: All right.
25 MR. TAYLOR: I'll look it over

1 first --

2 MR. CULBREATH: All right.

3 MR. TAYLOR: -- before I sign it and

4 send it back to you.

5 MR. CULBREATH: We'll send you one.

6 MR. TAYLOR: Okay. Very well.

7 BY MR. TAYLOR:

8 **Q. My next question is does the agreement**

9 **with U-Haul spell out who gets what when and how**

10 **much of the rental money?**

11 MR. CULBREATH: Object to the form.

12 You can answer the question.

13 THE WITNESS: Okay. We just -- as I

14 stated before, I'm an agent and basically what I do

15 is the paperwork. And, you know, they have, you

16 know, rules, you know, that I've been trained to do

17 the contracts and so it could be a rise --

18 BY MR. TAYLOR:

19 **Q. With the customer you're talking about?**

20 A. Yes.

21 **Q. Okay. Go ahead.**

22 A. If I didn't fill -- you know, fill the

23 whole thing, won't skip to the other the page, that

24 is part of the contract. And as far we get

25 percentage from the deal. Trailers different than

1 trucks, you know, different than one way, different
2 than local. It varies.
3 **Q. So is all that spelled out in that**
4 **agreement with U-Haul, who gets what when and how**
5 **much?**
6 A. Well, if -- every contract is different
7 than the other. See, I get more commission --
8 different commission if the truck is being rented
9 local than one way.
10 **Q. Okay. My question I'm trying to get at,**
11 **and then I'll move on, is in the agreement with**
12 **U-Haul does it spell out who gets what when and how**
13 **much?**
14 **In other words, in the agreement you know**
15 **what you're going to get when you rent what and you**
16 **know what you're going to get when and you know how**
17 **much you're going to get percentage-wise if you rent**
18 **X, Y, Z, is that spelled out in the agreement?**
19 MR. CULBREATH: Object to the form.
20 You can answer the question.
21 THE WITNESS: Every -- every contract
22 is different. I just answered. Every contract is
23 different. I mean, I can tell -- tell, you know,
24 the final amount when the truck has been returned.
25

1 BY MR. TAYLOR:

2 **Q. I see.**

3 A. When it's returned and it's turned back

4 in, then that's it. So we know exactly how much it

5 cost -- and the customer will know exactly how much

6 it cost him since he picked up the truck from A

7 until he drop it at B.

8 **Q. So long story short, you gets a percentage**

9 **whenever you rent a truck off the rental fee?**

10 A. Correct.

11 **Q. The other portion goes to U-Haul?**

12 A. Definitely.

13 **Q. Okay. Whose rules and guidelines are**

14 **they, U-Haul's or yours? You operate under whose --**

15 **when renting the trucks to the public whose rules**

16 **and guidelines are they that you operate under,**

17 **yours or U-Haul's?**

18 MR. CULBREATH: Object to the form.

19 Go ahead and answer the question.

20 MR. TAYLOR: Pardon me?

21 MR. CULBREATH: I said I object to

22 the form.

23 BY MR. TAYLOR:

24 **Q. Go ahead.**

25 A. Well, U-Haul -- basically U-Haul rules.

1 **Q. Okay.**
2 A. If you meet the rules, you can't rent. If
3 you don't meet the rules, you -- I cannot rent to
4 you.
5 **Q. Very well. What does the contract say**
6 **happens to any rental agents who don't follow the**
7 **rules in renting U-Haul trucks to the public?**
8 A. Specific, please?
9 **Q. If you don't follow the rules --**
10 A. Okay.
11 **Q. -- what does the contract say happens for**
12 **agents who don't follow the rules?**
13 A. Why I -- you know, that terminate the
14 contract between me and them, terminate the
15 agreement. Then I will -- I won't be able to rent
16 trucks no more.
17 **Q. Very well. Can't hardly see here. I'm**
18 **having trouble seeing. My blood pressure is up this**
19 **morning and spending most of the night in the**
20 **hospital. So you'll have to bear with me.**
21 A. I just had surgery last month.
22 **Q. Right.**
23 A. So I'm -- I'm sick too. I didn't leave
24 the house for a month almost now.
25 **Q. Okay. All right. Did you provide a copy**

1 of those U-Haul rental rules and guidelines during
2 discovery of this case yet? You just told me that
3 if the agents didn't follow the rules, what could
4 happen. In other words, those rules and regulations
5 that you follow, have you provided a copy of those
6 in this case yet?
7 A. I read it to the customers most of the
8 time.
9 Q. I'm talking about the rules and
10 regulations that U-Haul put there for you to follow,
11 did you provide a copy of that in this case yet? I
12 mean, you're --
13 A. What do you mean yet? I mean, it's been
14 for a couple years now.
15 Q. Well, maybe, as he said, you might do it
16 later. So I'm asking yet to see whether you've done
17 it yet because he might tell me, "Well, we'll do it
18 tomorrow." I'm asking you have you done it yet?
19 Those rules and regulations that you follow, did you
20 provide a copy in the case yet? You can say, "Yes,
21 I did," or, "No, I didn't," or --
22 A. Well, actually when we do a contract we
23 put it in a file. And like -- yeah, it's like a
24 pre-printed file from U-Haul and they chose all
25 the -- you know, most of the rules and the insurance

1 and stuff on the contract.

2 **Q. But my question was have you provided a**
3 **copy of those rules in this case yet? Have you**
4 **provided a copy for the plaintiff's side? I mean,**
5 **you have the rules and regulations. I'm asking you**
6 **in this case have you provided a copy yet?**

7 A. No.

8 MR. CULBREATH: You're asking if he
9 has or whether or not the defendants collectively
10 had? Because -- just because he may not have the
11 document doesn't mean that it hadn't been produced.

12 MR. TAYLOR: Well, you said earlier
13 he's going to speak for Roy Rahal. So I'm asking
14 him to speak for Roy Rahal.

15 THE WITNESS: Okay.

16 BY MR. TAYLOR:

17 **Q. Have you --**

18 A. No.

19 **Q. -- provided a copy in this case yet? You**
20 **said, no, you didn't, didn't you?**

21 A. No. Okay.

22 **Q. Does U-Haul trucks rental rules and**
23 **guideline require you to get and make a copy of the**
24 **renter's driver's license before you rent them a**
25 **truck? Does the rules require you to get and make a**

1 **copy of their driver's license before you rent a**
2 **truck?**
3 A. No. Just take the information of the
4 driver's license.
5 **Q. So it don't require you to take a copy of**
6 **it is what --**
7 A. No.
8 **Q. Okay. Did you do that on the morning of**
9 **June 1, 2013, when you rented Morton a U-Haul truck?**
10 MR. CULBREATH: Object to the form.
11 BY MR. TAYLOR:
12 **Q. Okay. He's already objected to it.**
13 A. Say it again.
14 **Q. My question is did you make a copy of the**
15 **renter's driver's license on the morning that**
16 **6-1-13, when you rented the truck did you make a**
17 **copy of the driver's license? I'm not talking about**
18 **who you rented it to. I'm just asking --**
19 A. No. No. We don't -- we don't make a copy
20 of the driver's license. I just answered that we --
21 we just take information from the driver's license
22 and make sure it's a legal driver's license and
23 valid.
24 **Q. That's what the rules of U-Haul require?**
25 A. Yes, sir.

1 **Q. Okay. All right. Good enough.**
2 A. Under state rules too.
3 **Q. Okay. How long have you been U-Haul truck**
4 **rental agents to the public in Sumter? I think you**
5 **said earlier about four years? I mean --**
6 A. Uh-huh.
7 **Q. Yes? Is that a yes?**
8 A. No. It's almost -- almost three years.
9 **Q. Okay. Okay. About the morning of**
10 **6-1-13 -- and when I -- just for clarity as we go**
11 **forward, when I say 6-1-13 you know I'm referring to**
12 **the morning that you rented the truck that's at**
13 **issue in this case?**
14 A. Uh-huh.
15 MR. CULBREATH: You have to say yes
16 or no, not --
17 THE WITNESS: Yes.
18 MR. CULBREATH: -- uh-huh or huh-uh.
19 THE WITNESS: I'm sorry. Yes.
20 BY MR. TAYLOR:
21 **Q. Thank you. About the morning of 6-1-13 --**
22 **let me begin by asking you do you recall Reginald**
23 **Morton from that morning?**
24 A. What -- what do you mean recall? Do I
25 know him? Do --

1 **Q. You -- yes.**
2 A. That's the first time I met him, yeah, as
3 a customer walk in and want to rent a truck.
4 **Q. On 6-1-13?**
5 A. Yes, sir.
6 **Q. And he walked in and wanted to rent a**
7 **truck on 6-1-13?**
8 A. Uh-huh.
9 **Q. Uh-huh?**
10 A. Yes. I'm sorry.
11 **Q. Very well. Thank you.**
12 A. Okay.
13 **Q. Did you know that Reginald Morton did not**
14 **have a valid driver's license on 6-1-13?**
15 A. Yes.
16 **Q. Didn't -- did you know that Odell Morton**
17 **did not have a valid Maryland driver's license on**
18 **6-1-13?**
19 MR. CULBREATH: Object to the form.
20 BY MR. TAYLOR:
21 **Q. He noted his objection. You want to**
22 **answer it still? My -- I'll ask it again. Since he**
23 **objected you might have lost track of the question.**
24 A. Okay.
25 **Q. Did you know that Odell Morton did not**

1 **have a valid Maryland driver's license on 6-1-13?**
2 MR. CULBREATH: Object to the form
3 again. Please answer.
4 THE WITNESS: He does have a driver's
5 license.
6 BY MR. TAYLOR:
7 **Q. Okay. So your answer is no?**
8 A. Yes, he does have a driver's license.
9 **Q. Okay.**
10 A. Odell has a driver's license.
11 **Q. Okay. Did you know Odell Morton was a**
12 **South Carolina resident on 334 Myrtle Beach Highway**
13 **for years before 6-1-13? I'm speaking about Odell**
14 **Morton now. I'm asking you did you know that he was**
15 **a resident at 334 Myrtle Beach Highway years before**
16 **that date? Do you know that? You can --**
17 A. No, I don't know.
18 **Q. Okay. Good enough. I want to show you**
19 **Item No. 2 highlight. First I'll hand the attorney**
20 **a copy and I will -- I will wait and then I will**
21 **hand it to the court reporter when he -- when he**
22 **gives it to you then I'll ask my question. Okay,**
23 **sir. I need a break, but let me just get through**
24 **this -- see can I get through this and then --**
25 **(Exhibit No. 2 was marked for**

1 **identification.)**
2 THE WITNESS: And what I supposed to
3 understand from this?
4 MR. CULBREATH: Wait. Wait till he
5 gives you a question before you say anything.
6 MR. TAYLOR: I'm going to ask him.
7 BY MR. TAYLOR:
8 **Q. Do you see Odell Morton's name and address**
9 **in box top left?**
10 A. Okay. Yes.
11 **Q. Okay. Is that address 334 Myrtle Beach**
12 **Highway, Sumter, South Carolina 29153?**
13 A. Yes.
14 **Q. Did you know Odell Morton could not get up**
15 **and to the bathroom without help?**
16 MR. CULBREATH: Object to the form.
17 You can answer.
18 BY MR. TAYLOR:
19 **Q. He objected --**
20 A. He was there. He was there when --
21 **Q. My -- my --**
22 A. -- when they come to rent the truck.
23 **Q. My -- my question is do you know Odell**
24 **Morton could not get up to the bathroom without**
25 **help? You either know it or you don't.**

1 A. I don't know, no.
2 **Q. Okay.**
3 A. I don't.
4 **Q. Good enough. Good enough. Did you know**
5 **that Odell Morton needed a walker roller to get to**
6 **the bathroom and back at Item 2? Look at Item 2**
7 **again. Did you know -- I'll ask the question again.**
8 **Did you know that Odell Morton needed a walker**
9 **roller to get to the bathroom and back?**
10 A. No, I don't.
11 **Q. Okay. Good enough. Did you know Odell**
12 **Morton needed a portable -- hold on. Let me -- my**
13 **eyes is -- I've got a terrible headache this**
14 **morning. My blood pressure is up. So it's blurring**
15 **my vision. I cannot hardly see here, but -- so**
16 **let's see. I can't hardly see here. My own writing**
17 **I can't see.**
18 MR. CULBREATH: Are we okay with the
19 sound with that out there?
20 VIDEO OPERATOR: It's coming through
21 a little bit, but it's --
22 MR. CULBREATH: Okay.
23 VIDEO OPERATOR: It's fine.
24 MR. TAYLOR: I'll speak a little
25 louder then. If it is, we'll take a break too.

1 Trying to see where I'm at here. Lost my train of
2 thought.
3 BY MR. TAYLOR:
4 **Q. Did you know Odell Morton needed a**
5 **portable commode by his bed? Look at Item 2. Did**
6 **you know that?**
7 A. If -- if -- no, I don't know nothing. I
8 mean --
9 **Q. Okay. All right. That's -- that's --**
10 A. No, I don't know nothing about --
11 **Q. That's all you --**
12 A. -- these things.
13 **Q. That's all you --**
14 A. That's his private life. That's --
15 **Q. That's all you've got --**
16 A. -- before he --
17 **Q. That's all you've got to --**
18 A. -- before he come here.
19 **Q. That's all you've got to say if you don't**
20 **-- I don't know. If you don't know, just say you**
21 **don't know. I asked --**
22 A. I don't know.
23 **Q. -- the question.**
24 A. Yes, sir.
25 **Q. Did you know Odell Morton had a walker**

1 **seat attached so he could emergency water as he used**
2 **a walker in the house? Look at Item No. 2.**
3 A. No, I don't know.
4 **Q. Okay.**
5 A. I don't know if that document is right
6 anyway.
7 **Q. Good. Well --**
8 A. But I don't know.
9 **Q. -- I'm just asking you to say you don't**
10 **know if you don't know. That's all.**
11 A. Yeah, I don't know, sir.
12 **Q. Good. Good. Good. I've got a few more**
13 **like that. So we know now --**
14 A. That's fine. That's fine.
15 **Q. Okay. Then we'll move on to something**
16 **else. Do you -- did you know that Odell Morton had**
17 **a -- had to wear the huge adult baby Pampers because**
18 **he couldn't help himself?**
19 A. No, I don't know.
20 **Q. Okay. Did you know the only time Odell**
21 **Morton came out of the house at 334 Myrtle Beach**
22 **Highway was on a hospital stretcher bed? Do you**
23 **know that?**
24 A. No, I don't know.
25 **Q. Did you know Odell Morton was home sick in**

1 **bed with prostate cancer surgery when you rented the**
2 **U-Haul truck? Do you know that?**
3 MR. CULBREATH: Object to the form.
4 You can answer the question.
5 THE WITNESS: Say that again, please.
6 BY MR. TAYLOR:
7 **Q. Did you know Odell Morton was home sick in**
8 **bed with prostate cancer surgery when you rented the**
9 **truck 6-1-13?**
10 A. No, I don't.
11 **Q. Okay. Did you know Odell Morton needed in**
12 **home medical care from the nurses the morning of**
13 **6-1-13? Do you know that?**
14 A. No, I don't.
15 **Q. I want you to look at Item 3.**
16 MR. TAYLOR: It's going to be Item 3.
17 (Exhibit No. 3 was marked for
18 identification.)
19 BY MR. TAYLOR:
20 **Q. And I'll -- I'll ask my question when you**
21 **tell me you're ready.**
22 A. Okay.
23 **Q. My question is did you know I live in the**
24 **little house right beside Odell Morton? Did you**
25 **know that?**

1 A. Do I know what?
2 **Q. Did you know that I live in that house in**
3 **that picture right --**
4 A. That -- that's what it says in the
5 document.
6 **Q. Yeah. Do you know that I live there?**
7 A. No, I don't.
8 **Q. Okay. That's all I'm asking. Did you**
9 **know that I know Odell Morton was at home sick in**
10 **bed when you rented the U-Haul truck 6-1-13? Do you**
11 **know that?**
12 A. No, I don't.
13 MR. CULBREATH: Object to the form.
14 MR. TAYLOR: Object to form?
15 MR. CULBREATH: Yes.
16 MR. TAYLOR: I want you to look at
17 Item No. 4. Item No. 4, please, sir.
18 (Exhibit No. 4 was marked for
19 identification.)
20 BY MR. TAYLOR:
21 **Q. And then I'll ask my question when you cue**
22 **me. Are you ready for my question?**
23 A. Yeah. Just a second.
24 **Q. Oh, okay.**
25 MR. CULBREATH: Let him read the

1 document.
2 MR. TAYLOR: Pardon me?
3 MR. CULBREATH: I said let him read
4 the document.
5 MR. TAYLOR: I'm sorry. I'm sorry.
6 I beg your pardon.
7 THE WITNESS: Okay. What about this
8 document?
9 BY MR. TAYLOR:
10 **Q. My question is did you know that I also**
11 **have this witness who was there the morning of**
12 **6-1-13? Do you know that?**
13 A. No, I don't.
14 **Q. Okay. Now, I want to ask you, Mr. Rahal,**
15 **did Reginald Morton come see you about a U-Haul**
16 **truck before June 1, 2013? Did he come see you**
17 **about a truck before?**
18 A. No.
19 **Q. Did Reginald Morton come see you about a**
20 **U-Haul trek -- truck on June 1, 2013? Did he come**
21 **see you about a truck?**
22 A. Yes. To rent a truck, yes.
23 **Q. Yes. Did you intentionally rented a U --**
24 **Reginald Morton a U-Haul truck on June 1, 2013? Let**
25 **me ask the question again if you don't understand**

1 **it. Do you want me to?**
2 A. Yeah. That would be great. Yes, please.
3 **Q. Okay. Did you intentionally rented**
4 **Reginald Morton a U-Haul truck on June 1, 2013?**
5 A. Yes.
6 **Q. Okay. I want to show you Item No. 5.**
7 MR. TAYLOR: Item No. 5, please, sir.
8 (Exhibit No. 5 was marked for
9 identification.)
10 MR. CULBREATH: Yeah. It looks like
11 11.
12 MR. TAYLOR: Could I proceed? Can I
13 proceed?
14 MR. CULBREATH: Yes.
15 BY MR. TAYLOR:
16 **Q. You want me to wait while you --**
17 A. Just one second, please.
18 **Q. Okay. All right.**
19 A. Okay.
20 **Q. My question -- I want you -- I want you to**
21 **look at the highlight section.**
22 A. Okay.
23 **Q. My question is what does it say?**
24 A. It says, "El Cheapo states that the person
25 that rented the subject U-Haul truck to Reginald

1 Morton was Roy Rahal, the manager of El Cheapo."
2 That would be me.
3 **Q. Okay. The rest of the highlight is**
4 **Gallivan, White & Boyd. Is that your attorneys?**
5 A. Yes.
6 **Q. That was signed by Gray T. Culbreath and**
7 **James E. Brogdon?**
8 A. Uh-huh.
9 **Q. Attorneys for you?**
10 A. Yes.
11 **Q. El Cheapo, right?**
12 A. Not El Cheapo. You just said --
13 **Q. Well, he said he's the attorney --**
14 A. -- he's representing me.
15 **Q. He's representing you here today?**
16 A. Yes, sir.
17 **Q. But he's representing both of you in this**
18 **case.**
19 MR. TAYLOR: Is that right,
20 Mr. Culbreath?
21 MR. CULBREATH: I don't answer
22 questions.
23 MR. TAYLOR: Okay. All right. I
24 gotcha.
25

1 BY MR. TAYLOR:
2 Q. Well, on this sheet here you do see that
3 it is attorneys for Stop 'N' Save d/b/a El Cheapo
4 Plus and -- you do see that on there? Do you see it
5 or you --
6 A. Yeah, I see it.
7 Q. Okay. Very well. My next question on
8 here was look below and tell me who signed the
9 answer from what law firm, but we just did that. We
10 just said that from Gallivan, White & Boyd Law Firm
11 attorneys Gray T. Culbreath, actually signed by
12 Mr. James E. Brogdon of that firm. So that's --
13 we've already covered that; is that right?
14 A. Uh-huh.
15 Q. Okay.
16 A. Yes.
17 Q. You said they are your attorneys. So they
18 signed this statement that you just read?
19 A. Yes, sir.
20 Q. Okay. And my next question was is that
21 one of your lawyer's law firms here today?
22 A. Yes.
23 Q. Look both left side and tell me what date
24 was the answer signed? Look down at the bottom and
25 see what date was it signed? It's right on the

1 **bottom left-hand side.**
2 A. It says February 14.
3 **Q. February the what?**
4 A. The 14th, 2014.
5 **Q. Okay. I think it's February 11.**
6 A. Pardon me?
7 **Q. Okay. What -- what -- what do you see it**
8 **as? February what?**
9 A. Well, it looks like 11. It's --
10 **Q. Okay.**
11 A. -- not clear, but --
12 **Q. Okay.**
13 A. -- you know --
14 **Q. That -- that's what I believe it is.**
15 A. Yeah.
16 **Q. Okay.**
17 MR. TAYLOR: Could we take a minute
18 or two break? I just want to get me some water.
19 I've got to stand and --
20 VIDEO OPERATOR: We're going off the
21 record. The time on the monitor is 10:36.
22 (A recess transpired.)
23 VIDEO OPERATOR: We're going back on
24 the record. The time on the monitor is 10:45.
25

1 BY MR. TAYLOR:

2 **Q. Ready? Mr. Rahal, I would like to just**
3 **draw your attention to the item that we just**
4 **finished with and ask one final question. That**
5 **statement that you just read, I won't ask you to**
6 **read it again, is that a true statement that your**
7 **attorney signed here? Is that -- that -- that's**
8 **true it -- just to refresh, it says, "El Cheapo**
9 **states that the person that rented the subject**
10 **U-Haul truck to Reginald Morton was Roy Rahal, the**
11 **manager of El Cheapo." Is that a true statement**
12 **your lawyer signed?**

13 A. Yes, sir.

14 MR. CULBREATH: Object to the form.
15 You can answer.

16 MR. TAYLOR: Object to the form?

17 MR. CULBREATH: Uh-huh.

18 BY MR. TAYLOR:

19 **Q. I want you to look at Item No. 6, 7, and**
20 **8. Well, let's do them one at a time. Item No. 6.**

21 MR. TAYLOR: It's Item No. 6.

22 (Exhibit No. 6 was marked or
23 identification.)

24 MR. CULBREATH: I'll note for the
25 record that the document has been altered. It has

1 red lines, which were not part of the original. So
2 as a result it is not an original and subject to any
3 protections under the rules of evidence.
4 MR. TAYLOR: Should I proceed or not?
5 MR. CULBREATH: You can proceed. I
6 just want to note it for the record.
7 MR. TAYLOR: All right.
8 MR. CULBREATH: And I'm going to just
9 use the exhibit that's marked.
10 MR. TAYLOR: Yeah. Copy. And you're
11 objecting to that because the lines on it and so
12 forth and so on?
13 MR. CULBREATH: Correct. I want to
14 make -- make it clear by -- you know, for any sort
15 of alteration of a document, seeking to introduce it
16 at trial later, I'm going to object to that in any
17 way that the document is altered from its original
18 position, just so there's no ambiguity about that
19 later.
20 MR. TAYLOR: Very well. Very well.
21 May I proceed?
22 MR. CULBREATH: Sure.
23 MR. TAYLOR: Okay. Thank you.
24 BY MR. TAYLOR:
25 **Q. Can I then proceed to put in Item No. 7**

1 **and 8 because I'm going to ask you the questions**
2 **relevant to those. May I go ahead and do that?**
3 **Item No. 7 I'll note for the record, or**
4 **you can do it yourself, the same with the last**
5 **document as to this document as to what you just**
6 **clarified?**
7 MR. CULBREATH: It also has
8 alterations.
9 MR. TAYLOR: No. 7.
10 (Exhibit No. 7 was marked for
11 identification.)
12 BY MR. TAYLOR:
13 **Q. And No. 8. And I'll repeat the same thing**
14 **I just said and Mr. Culbreath can repeat the same**
15 **thing he just said about the line notations that I**
16 **have on there.**
17 MR. CULBREATH: Same objection to the
18 alterations.
19 MR. TAYLOR: Okay. No. 8.
20 (Exhibit No. 8 was marked for
21 identification.)
22 BY MR. TAYLOR:
23 **Q. I want you to look at Items 6, 7, and 8,**
24 **the truck rental, R&D tag, the U-Haul equipment**
25 **damage responsibility requirement document. And my**

1 question is who -- whose name is above the signature
2 line on the contract, Document No. 6?
3 A. Reginald Morton.
4 Q. Okay. Whose name is below the line
5 following customer signature on the contract,
6 Document No. 6?
7 A. Talking about this one at the bottom?
8 Q. I'll ask the question again. Whose name
9 is below the line following customer signature on
10 the contract, Document No. 6? Look at it and tell
11 me whose name is under the line? You see it says
12 customer signature. Whose name is under that
13 following?
14 A. Reginald Morton.
15 Q. Reginald Morton?
16 A. Uh-huh. That's what's printed here.
17 Q. Right.
18 A. Okay.
19 Q. Okay. Whose name is at top at the
20 customer on the contract, Document No. 6? Whose
21 name is above that line?
22 A. Reginald Morton.
23 Q. Whose name is above the line, not below
24 the line, above the line? Look at it close.
25 A. By the signature line you're talking

1 about?

2 **Q. Whose signature name is on the document?**

3 **Who --**

4 A. Odell.

5 **Q. Pardon me?**

6 A. Odell Morton.

7 **Q. Okay. So Odell Morton's signature is on**

8 **the line?**

9 A. Uh-huh.

10 **Q. And Reginald Morton's name is under the**

11 **line?**

12 A. Okay. Where this --

13 **Q. I'm just asking you what's there.**

14 A. Okay.

15 **Q. That is correct?**

16 A. Yes.

17 **Q. Yes. Okay. Odell Morton's signature is**

18 **on the line?**

19 A. Uh-huh.

20 **Q. Uh-huh? Yes?**

21 A. Yes.

22 **Q. Reginald Morton's name is printed under**

23 **the line; is that correct? Yes?**

24 A. Right. That's -- that's who rented the

25 truck.

1 **Q. Reginald Morton?**
2 A. Reginald Morton.
3 **Q. Okay. That's --**
4 A. That's who rented the --
5 **Q. That's -- that's all I'm --**
6 A. -- truck, but he's not the driver --
7 MR. CULBREATH: You need to let --
8 THE WITNESS: -- though.
9 MR. CULBREATH: -- him finish his
10 questions.
11 MR. TAYLOR: I'm -- I apologize. I'm
12 sorry.
13 THE WITNESS: Okay. He's -- he's the
14 one who rented the truck, but that doesn't mean he's
15 the designated driver.
16 BY MR. TAYLOR:
17 **Q. Okay. Very well. Thank you.**
18 A. I mean, you know, we have -- we have
19 contracts companies. They have an account with
20 U-Haul.
21 **Q. I understand.**
22 A. They -- you know, the company itself, the
23 -- nobody is going to drive the truck, but a driver.
24 **Q. You answered -- you answered my question.**
25 A. So the driver, he's the one who signed who

1 is going to be responsible on the vehicle, but who
2 is paying for it --
3 **Q. Could I proceed?**
4 A. -- is Mr. Reginald. Yes. Go ahead.
5 **Q. Could I proceed now?**
6 A. Yes, sir.
7 **Q. Okay. By the way, is that your signature**
8 **below right as the agent?**
9 A. Yes, sir.
10 **Q. And your hand -- I meant and your U-Haul**
11 **agent's number is 33654; is that right?**
12 A. Correct.
13 **Q. Is that your store top right on the**
14 **renting location?**
15 A. Yes.
16 **Q. And is that -- and is the very top line**
17 **showing the contract date, et cetera? The very top**
18 **line on the --**
19 A. Yes.
20 **Q. -- page? Okay. So the answer -- the**
21 **question -- the answer was yes to that question?**
22 A. Yes.
23 **Q. Whose name is on the signature line on the**
24 **R&D tag, Document No. 7?**
25 A. Mr. Odell, the driver.

1 Q. Odell Morton did you say?
2 A. Yes, sir.
3 Q. All right. Whose name is on the signature
4 line on the U-Haul equipment responsibility
5 requirement, Document No. 8?
6 A. Mr. Odell Morton, the driver.
7 Q. I just asked whose name was on it. I
8 didn't ask anything else, but --
9 A. Okay.
10 Q. Let me put these in order here. No. 6, 7,
11 and 8. I want you to look at Item No. 9.
12 MR. TAYLOR: Item No. 9. It happens
13 to be two pages to it.
14 (Exhibit No. 9 was marked for
15 identification.)
16 BY MR. TAYLOR:
17 Q. And then I'll ask my questions after you
18 look at it.
19 MR. CULBREATH: Oh, okay. The
20 exhibit is there.
21 BY MR. TAYLOR:
22 Q. Just look at Item No. 9, Page 1,
23 highlight. That's the first page. Item No. 9, Page
24 1, highlight, look at that. Just the highlight is
25 what we're interested in. Just the highlight is

1 **what I'm going to question you about.**
2 A. Uh-huh.
3 **Q. Are you ready?**
4 A. Yes, sir.
5 **Q. As to the rental contract and U-Haul**
6 **equipment damage responsibility requirement document**
7 **and R&D tag, who does it say those were signed by?**
8 **Look at the highlight on there and tell me who does**
9 **it say those documents that I just recite and have**
10 **highlighted on there, who does it say those**
11 **documents were signed by?**
12 A. Okay. I need to explain these forms.
13 **Q. No. I -- I'm -- I'm asking you a**
14 **question.**
15 MR. CULBREATH: Okay. He gets to
16 explain his answer though. You can't cut him off
17 and say --
18 MR. TAYLOR: Okay.
19 MR. CULBREATH: -- he can't explain
20 his answer.
21 MR. TAYLOR: Okay. Okay. Good
22 enough.
23 THE WITNESS: When you write the
24 contract there's -- I'm -- I'm dealing with two
25 people here. One, financial responsibility, and the

1 other person is operating responsibility.
2 The financial responsibility he has -- you
3 know, he -- he signed and the contract would be in
4 his name. And the other stuff, either one because
5 that was -- the financial responsibility is from
6 Reginald Odell. Okay. That's -- that's -- that's
7 -- that's the son. And the driver would be the
8 father. So both of them basically are responsible
9 on any damage or any, you know, signature. So, I
10 mean, either one who signed it's -- it's -- it's
11 going to be the same because it's motorist -- it's
12 joint responsibility.
13 BY MR. TAYLOR:
14 **Q. And -- okay. I want to note something**
15 **here for the record. I heard what Mr. Culbreath**
16 **said about I ask a question and then letting you**
17 **give the long answers. You -- by what he's saying**
18 **you could go on forever.**
19 A. Okay.
20 **Q. I just want to note on the record here**
21 **that I'm the one asking the questions and I want you**
22 **as a hostile witness to answer just the questions**
23 **that I ask. I don't -- I did not ask for a long**
24 **statement. I simply ask you to answer the question**
25 **that I posed.**

1 A. Okay.
2 **Q. And under the rules when he gets to**
3 **question you then you can do your explaining or**
4 **whatever.**
5 A. So I was explaining to -- to make sure we
6 are all on the same --
7 **Q. Yes. But --**
8 A. -- page. I want to make sure --
9 **Q. -- when you --**
10 A. -- that I understand the question so I
11 know how to answer it.
12 **Q. Okay. Well, if you don't --**
13 A. So -- so I give you the right answer
14 basically.
15 **Q. Okay. All right.**
16 A. Yeah. Of what happened.
17 **Q. I just wanted to make on the record my**
18 **understanding of the rules. Of course, he probably**
19 **know them better than I do. When he's questioning**
20 **you then you get the chance to explain.**
21 A. Uh-huh.
22 **Q. You know, but when I'm asking you a**
23 **question you have to answer my questions directly --**
24 A. Sure.
25 **Q. -- and succinctly and so forth and so on.**

1 I'm familiar with the rules as fellows here --
2 A. No problem.
3 Q. -- even though I don't have a copy of them
4 here like he does. Okay. Now, I'll proceed. Let
5 me just read and then I'll ask my question.
6 A. Uh-huh.
7 Q. This highlight on this Item No. 9 says,
8 "El Cheapo, the rental contract, U-Haul equipment
9 damage responsibility requirement, and R&D tag,
10 signed by Reginald Morton." And at the bottom it
11 says, "Signature page to follow." Is that what
12 you're looking at?
13 A. Well, that's what -- that's what it says.
14 Q. I -- I understand. That's all I'm
15 interested in, what it says. I'm not interested in
16 anything else. I'm trying to get at what it says.
17 A. Okay.
18 Q. That's what you see it says, this
19 document, the highlight?
20 A. Uh-huh.
21 Q. Uh-huh meaning?
22 A. It -- it means -- you know, it means
23 that --
24 Q. Uh-huh means?
25 A. -- Reginald Morton has signed --

1 Q. Those documents?
2 A. -- that, but -- right.
3 Q. So you're saying, just to clarify, El
4 Cheapo, the subject rental contract, U-Haul
5 equipment damage responsibility requirement, and R&D
6 tag, those were signed by Reginald Morton? Is that
7 what you say?
8 A. Yes.
9 MR. CULBREATH: Object to the form.
10 BY MR. TAYLOR:
11 Q. Okay. Very well. The next page. Look at
12 the next page. We can just ignore that.
13 A. Okay.
14 Q. Look at the highlight. Does that say it
15 -- that statement was signed by Gallivan, White &
16 Boyd. That's your attorneys here today in this
17 lawsuit?
18 A. Yes, sir.
19 Q. And it was signed by Gray T. Culbreath?
20 A. Yes, sir.
21 Q. That's one of your attorneys here today?
22 A. Uh-huh.
23 Q. And down at the bottom in the highlight it
24 says, "Attorneys for Defendant Stop 'N' Save d/b/a
25 El Cheapo," and he's for you as well. And what date

1 was this signed -- this statement signed on?
2 A. January 2, '14.
3 Q. All right.
4 A. 2014.
5 Q. So that's a true statement, what I just
6 read on Page 1? I'll read it again. "El Cheapo,
7 this rental contract, U-Haul equipment damage
8 responsibility requirement, R&D tag, signed by --
9 was signed by Reginald Morton," and then your
10 attorneys signed it as I just read?
11 A. Uh-huh.
12 Q. So that's a true statement that they
13 signed?
14 A. Okay.
15 Q. Yes?
16 A. Yes.
17 Q. Good. My -- my next question was look at
18 Item No. 9 on Page 2 highlight. Who signed the
19 answer from what law firm, but we just state -- did
20 -- we just went over that. So I won't ask that
21 again. And I -- the next one was is that one of
22 your lawyer's law firms here today?
23 A. Yes.
24 Q. And the answer was yes. And we also
25 looked left on page and tell what date was the

1 **answer signed by attorneys for who. And we already**
2 **went over that. Yes?**
3 A. Uh-huh. Yes, sir.
4 **Q. All right. Let's see here. Getting**
5 **blinder by the minute. My head -- excruciating**
6 **headaches this morning. So I'm trying to get**
7 **through this. Very sick and whatever too.**
8 **When you rent U-Haul trucks to the public**
9 **who gets what percentage of the rental money between**
10 **you and U-Haul? Now, it -- it might appear that I**
11 **asked this question before, but I'm asking you now**
12 **who gets what percentage? Let's -- let's just take**
13 **this rental.**
14 MR. CULBREATH: I'm going to object
15 to the form because it was asked and answered
16 before.
17 MR. TAYLOR: Well, it wasn't asked
18 this way here.
19 MR. CULBREATH: I noted my objection.
20 I'm not telling him not to answer.
21 MR. TAYLOR: Okay. All right.
22 MR. CULBREATH: Okay?
23 MR. TAYLOR: All right. Okay. I
24 gotcha.
25

1 BY MR. TAYLOR:

2 **Q. Okay. So my question is on this rental**

3 **who got what percentage of the money? You --**

4 A. The business.

5 **Q. Got?**

6 A. You know --

7 **Q. Got what percentage?**

8 A. What percentage?

9 **Q. Yeah.**

10 A. I told you it's different. Every

11 equipment is different.

12 **Q. On this particular rental? On this**

13 **particular rental?**

14 A. Okay. I don't know what the percentage

15 is.

16 **Q. So how much of the money did you get and**

17 **how much went to U-Haul? You don't know?**

18 A. No.

19 **Q. Okay.**

20 A. Because I didn't even follow up when they

21 drop it off, if they --

22 **Q. Okay.**

23 A. -- were late or not. I mean, I --

24 **Q. I'm talking about --**

25 A. -- don't know. I don't know exactly.

1 **Q. I'm sorry. I apologize.**
2 A. That's all right.
3 **Q. I'm talking about the rental that you**
4 **rented --**
5 A. Okay.
6 **Q. -- for whatever amount of money. What --**
7 **what percentage did you get and what percentage did**
8 **U-Haul get? Ten percent to you, 90 percent to them?**
9 MR. CULBREATH: Object to the form.
10 BY MR. TAYLOR:
11 **Q. What percentage of the money went to you**
12 **and what percentage went to U-Haul? If you don't**
13 **know, say, "Well, I don't know." If it's a true**
14 **answer, say, "I don't know." If it's true, say, "I**
15 **don't know." If you know, then you say you know and**
16 **tell me what it is.**
17 A. I -- I don't know exactly, but it's --
18 **Q. Okay.**
19 A. The -- the rental goes between 15 to 25.
20 **Q. Okay. All right. All right.**
21 VIDEO OPERATOR: We've got about five
22 minutes.
23 THE WITNESS: The percentage.
24 VIDEO OPERATOR: We've got about five
25 minutes on video left before we need to change the

1 tape.

2 MR. TAYLOR: Okay. Okay. Okay.

3 BY MR. TAYLOR:

4 **Q. That percentage that you just gave me an**

5 **about, is that in writing in the agency agreement**

6 **between El Cheapo and -- I mean, between you and**

7 **U-Haul? Is that in writing as to what percentage**

8 **you get or --**

9 A. That's in the contract.

10 **Q. That's in the contract. Okay.**

11 A. That's what -- that's not the -- now, it's

12 not the written contract. That's when we give the

13 license with U-Haul to be presenting -- you know, to

14 be a dealer.

15 **Q. Uh-huh.**

16 A. You know, they'll tell you, okay, to -- if

17 you'll -- if you're going to be a dealer, you'll get

18 this, that, this, that, this, that, et cetera.

19 **Q. Oh, so that's spelled out in that**

20 **agreement then?**

21 A. Yes.

22 **Q. Okay. Who controls and set all U-Haul**

23 **rental rates, rental rules, rental policies, et**

24 **cetera? Do you do that or that's -- let me ask the**

25 **question again.**

1 A. U-Haul.
2 **Q. Okay. Okay. Okay. Your answer is U-Haul**
3 **sets all the rates and policies?**
4 A. Yeah. It's all led by --
5 **Q. Okay.**
6 A. -- their rules.
7 **Q. And then you follow them?**
8 A. Yes, sir.
9 **Q. Okay. If you violate U-Haul rental rates,**
10 **rental rules, rental policies, et cetera, what could**
11 **happen? You already told me that they could**
12 **terminate your contract. So is that --**
13 A. But -- but I -- I can't. I can't violate
14 as in money-wise because I have to put all the
15 information on the computer. On the computer we do
16 the calculation and tell me, okay, you owe the
17 customer this much or the customer owe you this
18 much.
19 **Q. But if you --**
20 A. And it's -- you have to give him a
21 receipt. So I can't be giving a receipt to somebody
22 and I owe him money --
23 **Q. Let me ask the question --**
24 A. -- without giving him the money, yes, sir.
25 **Q. Let me ask the question again. If you**

1 **violate U-Haul rental rates, rental rules, rental**
2 **policies, et cetera, what could U-Haul do?**
3 A. I lose my dealer's license with them.
4 **Q. Very well. Thank you. I'm still having**
5 **trouble seeing. My head is hurting me so bad and**
6 **I'm under a lot of pain and stress here this**
7 **morning. So bear with me.**
8 VIDEO OPERATOR: Got about two
9 minutes on tape.
10 MR. TAYLOR: Okay. I'll ask this
11 question and then we'll let you change.
12 BY MR. TAYLOR:
13 **Q. Are the actions U-Haul could take for such**
14 **violations written down in the agency agreement?**
15 **It's written down in the agency agreement what they**
16 **could do if you violate the rules?**
17 A. Yes.
18 **Q. Last question I meant until we change the**
19 **tape. Would renting a U-Haul truck to a person with**
20 **no driver's license be a violation of your agency**
21 **agreement? Would renting to somebody without a**
22 **valid driver's license, would that be a violation of**
23 **the agency agreement?**
24 A. Yes, sir.
25 VIDEO OPERATOR: We're going off the

1 record. The time on the monitor is 11:05.
2 (A recess transpired.)
3 VIDEO OPERATOR: We're going back on
4 the record. The time on the monitor is 11:05.
5 MR. TAYLOR: I can proceed?
6 BY MR. TAYLOR:
7 **Q. When U-Haul found out you were being sued**
8 **for renting Reginald Morton a U-Haul truck with no**
9 **driver's license what did U-Haul do about it?**
10 **Whenever U-Haul found out that you were being sued**
11 **for renting Reginald Morton a U-Haul truck with no**
12 **valid driver's license what did U-Haul do about it?**
13 MR. CULBREATH: And I'm going to
14 object to the form. To the extent that you're
15 asking for him about any conversations with lawyers,
16 he's not going to answer those questions.
17 MR. TAYLOR: Not with lawyers I'm
18 asking about.
19 MR. CULBREATH: Okay. I want to make
20 sure that's clear. You understand --
21 THE WITNESS: Yes.
22 MR. CULBREATH: -- no discussions
23 with lawyers?
24 THE WITNESS: Yes.
25 MR. CULBREATH: Anything with lawyers

1 we're going to object and tell him not to answer.
2 MR. TAYLOR: Very well.
3 THE WITNESS: Okay.
4 MR. TAYLOR: Very well. Very well.
5 THE WITNESS: When -- when I
6 received --
7 BY MR. TAYLOR:
8 **Q. You want me to ask it again so you can be**
9 **clear?**
10 A. No. No. I understand --
11 **Q. Okay. Very well.**
12 A. -- the question. When I started to
13 receiving letters from you I contacted U-Haul. I
14 told them, you know, that's what's happening,
15 somebody keeps sending me letters to the business
16 for -- for rental. They asked me which rental, get
17 all the papers. So I collected all the papers and I
18 send it to U-Haul to the headquarters. And they
19 told me they are supposed to contact you to stop
20 sending me letters.
21 **Q. That's what U-Haul --**
22 A. That's what --
23 **Q. -- told you?**
24 A. -- they responded. And they said, "Well,
25 you know, if he has an issue, he can contact us,"

1 and, you know, they -- they deal with you because,
2 you know --
3 **Q. Did they --**
4 A. -- I -- I -- I send them the papers, I
5 send them the contracts, I send them all -- most of
6 the papers you are -- hold on. The three documents
7 basically. These are the three documents, 6, 7, and
8 8. That's basically what -- what they -- what I
9 supposed to do and I send them to U-Haul.
10 **Q. Did U-Haul respond in -- to what you just**
11 **said in writing?**
12 MR. CULBREATH: And I'll object to
13 that question. To the extent you're asking for
14 responses from U-Haul's lawyers, he's not going to
15 answer that.
16 MR. TAYLOR: Not from U-Haul's
17 lawyers, but he just said U-Haul told him.
18 THE WITNESS: Okay. Well, U-Haul --
19 you see, when I am talking to U-Haul I don't contact
20 any headquarters here. I have a regional manager.
21 BY MR. TAYLOR:
22 **Q. Who is the regional manager?**
23 THE WITNESS: Can I answer this?
24 MR. CULBREATH: Yeah, you can tell
25 him --

1 THE WITNESS: At that time it was
2 Mr. Greg, Greg Zion. So I give him, you know --
3 BY MR. TAYLOR:
4 **Q. Greg? Greg?**
5 A. Zion.
6 **Q. Z-a --**
7 A. Z-i-o-n.
8 **Q. Z-i-o-n. Regional manager?**
9 A. Yes. Field manager.
10 **Q. Field manager?**
11 A. Uh-huh.
12 **Q. Of U-Haul?**
13 A. Yes.
14 **Q. Okay. So he would have been the one**
15 **you've been communicating in regards to the question**
16 **I'm asking about? He would have been the one you've**
17 **been communicating with, field manager?**
18 A. Yes. Yes. I mean, you know --
19 **Q. Did he --**
20 A. -- I told him, you know, somebody called
21 me with one, two, three, and, you know, sending me
22 letters. I -- I collect all these papers and I give
23 it to him and he said, you know, that's, you know --
24 **Q. Is any of that in writing, what was going**
25 **back and forth between you and the field manager?**

1 A. No. The field manager, he check on -- on
2 us all the time.
3 **Q. So none of that is in writing?**
4 A. No, none in writing.
5 **Q. All right. So the answer to my question**
6 **then is that U-Haul did nothing at that time when**
7 **they find out that they were being sued? In other**
8 **words, they didn't take any action against you?**
9 A. No.
10 **Q. Okay.**
11 A. They asked me for the papers and I send
12 them the papers.
13 **Q. So they didn't take any actions. Okay.**
14 A. I didn't do nothing wrong.
15 MR. CULBREATH: They didn't take any
16 action against who? You're pointing. Against?
17 MR. TAYLOR: Mr. Roy Rahal.
18 MR. CULBREATH: Okay.
19 BY MR. TAYLOR:
20 **Q. Okay. The money that came from you**
21 **renting the U-Haul truck on 6-1-13, to whom did that**
22 **money go to in what amounts? Since you said that it**
23 **varies earlier in the contract, on this particular**
24 **rental who did that money go to and how much, if you**
25 **know? If you don't know, you can say, "Well, I**

1 **don't know." If you know, whose -- who -- whose**
2 **money did that go to of that particular rental?**
3 MR. CULBREATH: Object to the form.
4 Asked and answered.
5 THE WITNESS: Okay. If you notice
6 that was a contract and it was paid by a credit
7 card. So all the credit cards -- I mean, all the --
8 all the credit cards goes to -- to the U-Haul on the
9 contract and they can collect all the deals during
10 the month. At the end of the month they'll tell me,
11 "Okay. You get your commission," so on and so, and
12 it's deposited in their account.
13 BY MR. TAYLOR:
14 **Q. So on this transaction what was that**
15 **commission when you did get it?**
16 A. I do a lot of contracts every month. I
17 can't -- I don't --
18 **Q. About? About? About? Give me an about**
19 **how much on that contract did you get?**
20 A. Well, let's say about --
21 MR. CULBREATH: Object to the form.
22 THE WITNESS: -- 15 percent.
23 BY MR. TAYLOR:
24 **Q. 15 percent? Okay.**
25 MR. TAYLOR: Object to form?

1 MR. CULBREATH: Yes.
2 BY MR. TAYLOR:
3 **Q. Okay. Very well. Thank you.**
4 A. Okay.
5 **Q. So to be clear, the money from the truck**
6 **rental benefited both you, El Cheapo, and U-Haul; is**
7 **that correct? In other words, the rental money from**
8 **that benefited all three of you because all -- all**
9 **three of you, did you get -- is my question all**
10 **three of you got a portion of money?**
11 MR. CULBREATH: Object to the form.
12 BY MR. TAYLOR:
13 **Q. Let me ask the question. Of that rental**
14 **money did you, El Cheapo, and U-Haul got part of the**
15 **money? Regardless to what amount it was, all three**
16 **of you all got something out of the deal?**
17 A. Well, yeah. I'm an agent. I get
18 commission. I get --
19 **Q. Okay.**
20 A. -- my commission.
21 **Q. And then U-Haul got something out of it**
22 **and then you -- El Cheapo got something out of it?**
23 A. No. No. Whatever. The commission is --
24 is for El Cheapo.
25 **Q. Okay.**

1 A. I'm the manager.
2 **Q. Okay. So the money was split between El**
3 **Cheapo and U-Haul then?**
4 A. Yes, sir.
5 **Q. Okay. The return truck back in document**
6 **I'm handing you, No. 10. And I will note**
7 **Mr. Culbreath's objection because the --**
8 MR. CULBREATH: Alteration of the
9 document.
10 MR. TAYLOR: I don't call it
11 alterations. I call it arrows pointing because I
12 didn't change anything that's original in the
13 document. I just used an arrow to point out certain
14 things. So I didn't alter anything. I just want
15 that to be clear. There's nothing altered on there.
16 That was on the original. I only put arrows so that
17 it would make it easier for us to understand what we
18 were pointing at today rather than just looking at
19 things that didn't matter. That's what he's
20 objecting to in the documents here and prior to. I
21 just want to put that on the record.
22 MR. CULBREATH: And I just want to
23 make clear that in no way am I agreeing that this
24 could be used as a trial exhibit.
25 MR. TAYLOR: Well, I understand that.

1 So we are clear on what we --
2 MR. CULBREATH: Okay.
3 MR. TAYLOR: -- think in this case.
4 All right. No. 10 here, please, sir.
5 (Exhibit No. 10 was marked for
6 identification.)
7 MR. TAYLOR: I'm going to try to move
8 this along, like I said.
9 MR. CULBREATH: Hand me 10, please.
10 MR. TAYLOR: Oh, I'm -- well --
11 MR. CULBREATH: Yeah.
12 MR. TAYLOR: And then he'll pass it
13 back for you to sticker it.
14 MR. CULBREATH: The sticker is on it.
15 MR. TAYLOR: Oh, the sticker is on
16 it. I'm sorry. I beg your pardon. All right.
17 I'll try to move right along.
18 BY MR. TAYLOR:
19 **Q. Are you ready for my questions?**
20 A. Yes.
21 **Q. Okay. The return back in document I'm**
22 **handing you, No. 10, I want to ask you do you use**
23 **the same U-Haul form when trucks are being returned**
24 **back in to you at El Cheapo?**
25 A. Yes, sir.

1 Q. Okay. Very well. Where does it say the
2 U-Haul truck you rented on 6-1-13 was turned back in
3 at according to No. 10 document? Where does it say
4 that truck that you rented was turned back in at?
5 A. It's at or when?
6 Q. Well, both, if you will.
7 A. Okay.
8 Q. It was turned back in at and it was turned
9 back in? And you can do it that way.
10 A. Okay. It was turned back to Suitland,
11 Maryland in June 5, 2013.
12 Q. All right. Okay. And let the record show
13 that's 3710 St. Barnabas Road, Suitland,
14 S-u-i-t-l-a-n-d, Maryland 20746.
15 A. Correct.
16 Q. Turned back in at U-Haul -- my eyes. I
17 can't hardly see here.
18 A. Marlow Heights, something like that.
19 Q. Marlow Heights?
20 A. That's the name of the business, yes.
21 Q. Yes. Okay. Okay. Let's -- let me stay
22 on track with the questions here. Where does it
23 say, we got that one.
24 Whose name is on there as the customer
25 returning the truck? Look up at the top where the

1 arrows that he objected to earlier. I pointed there
2 so it could make it easier for us. The arrows, who
3 does it say?
4 A. Reginald Morton.
5 Q. Reginald Morton. As the customer
6 returning the truck?
7 A. Uh-huh.
8 Q. Uh-huh means?
9 A. Yes.
10 Q. Okay. And also whose name is on it under
11 the signature line beginning with customer at the
12 bottom? Whose name is that there?
13 A. Reginald Morton.
14 Q. Reginald Morton?
15 A. But it's not signed though. Okay.
16 Q. But my question was whose name is there?
17 A. Okay.
18 Q. Reginald Morton? Reginald Morton is your
19 answer?
20 A. Yes.
21 Q. This U-Haul promissory document that I am
22 going to hand you, No. 11. I'm so blind here I
23 can't hardly see. And my blood pressure is up, like
24 I said, and I had to talk the doctors into letting
25 me get out of the hospital this morning because they

1 **didn't want me to go because I'm threatening a**
2 **stroke, a heart attack. But you can imagine if I**
3 **didn't be here. So I had to --**
4 MR. CULBREATH: Mr. Taylor, if your
5 health is not well, you have every right to stop.
6 MR. TAYLOR: Well, I'm going to try
7 to continue.
8 MR. CULBREATH: Okay. I don't want
9 you to claim later that you were forced to be here.
10 MR. TAYLOR: Okay. All right. All
11 right.
12 MR. CULBREATH: Because I am on the
13 record giving you the opportunity, because you've
14 complained about your health, that if you feel
15 unhealthy and need to stop, we are not preventing
16 you from doing that.
17 MR. TAYLOR: Very well. I'll try --
18 MR. CULBREATH: I want to make that
19 clear on the record.
20 MR. TAYLOR: Very well. I'll try to
21 continue. Oh, that's mine. Sorry. I lost my train
22 of thought there and got off track there. This is
23 No. 11, Item No. 11. Then I'll ask my question.
24 (Exhibit No. 11 was marked for
25 identification.)

1 BY MR. TAYLOR:
2 **Q. I'll ask you the question when you tell me**
3 **you're ready, Mr. Rahal.**
4 A. Okay. Yes. Go ahead.
5 **Q. I want to ask you -- I want to ask do you**
6 **use it too? In other words, this -- this -- this**
7 **promissory note document here, are you familiar with**
8 **it and use it too at your business?**
9 A. Yes. Yes. Yeah, I know what it is.
10 **Q. When the customer is returning a truck.**
11 **Okay.**
12 A. Correct.
13 **Q. Explain in a few words what kind of**
14 **document it is and what it's used for, this No. 11**
15 **that you're familiar with? When you use it what is**
16 **-- explain what kind of document it is and what is**
17 **it used for?**
18 A. Which one is it?
19 **Q. No. 11.**
20 MR. CULBREATH: 11. Here, I'm going
21 to hand the one that's probably --
22 THE WITNESS: I know it.
23 MR. CULBREATH: It's -- it's this
24 one.
25 THE WITNESS: Oh, it's --

1 MR. CULBREATH: Just look at the --
2 THE WITNESS: Oh, 11. Okay.
3 MR. CULBREATH: There's a number at
4 the bottom.
5 BY MR. TAYLOR:
6 **Q. I just want you --**
7 A. Okay.
8 **Q. -- to give me a short explanation as what**
9 **is it used for?**
10 A. Okay. This is actually -- it's another
11 page from this one. This is completion for this
12 one. When somebody bring you a truck, whoever
13 receives the truck, he has to inspect the truck from
14 bumper to bumper.
15 And in this -- in this case what I see
16 here, that the guy, he didn't bring it back to the
17 same gas level he rented it. So when he bring it
18 back and they inspect the truck they find that he
19 is -- he -- the gas is not in the same level. So
20 what they did, they calculate the amount of gas,
21 which is in this case $17.50, for whatever he used
22 and he didn't put gas in back and there will be
23 service fee $30 for -- for somebody at that location
24 to go out and put gas in the truck to put it back in
25 the same level. So the customer will be charged $30

1 for not fulfilling the contract and the -- the $17
2 for the gas he used it. And in this case I see that
3 the -- probably the card --
4 **Q. I was just --**
5 A. -- he charged --
6 **Q. I was just asking what the -- what it's**
7 **used for?**
8 A. Yeah. Well -- yeah.
9 **Q. That's good. Okay. Whose name is on**
10 **there as the customer late returning the truck?**
11 **Whose name? Look up there where the arrows are that**
12 **your lawyer objected to earlier. Look up there**
13 **where the arrows are. It says promissory note. And**
14 **then the next arrow says customer's name. Whose**
15 **name is there under that?**
16 A. Reginald Morton.
17 **Q. Reginald Morton as the --**
18 A. Yes.
19 **Q. -- customer returning the truck?**
20 A. Well, just -- it's -- it's a computer
21 thing. As I told you, it's -- it's a contract
22 number.
23 **Q. But I'm just asking you --**
24 A. So when you put the contract number it's
25 the same thing, the same information we had in the

first contract on the rental contract. You know, just when you put in the -- the contract number it's going to carry the whole -- all the information.

Q. So the name on here is Reginald Morton returning the truck; is that right?

A. The name.

MR. CULBREATH: Object to the form.

THE WITNESS: Yes.

BY MR. TAYLOR:

Q. Well, let me ask the question a different way.

A. But, see, when you return the truck we don't ask for a credit card --

Q. But I'm just --

A. -- because that information is already there.

Q. So it was put in the original is what you're saying, Reginald Morton?

A. No, we don't put no -- we don't put no extra names. That's -- we go by numbers. That's a contract number. So when you return the truck there, that's a contract number, all the information when -- when the original contract has been written or issued the same information is going to stay all the way till, you know, he's -- he's been off when

1 -- whenever he dropped the truck or he gets a
2 promissory note. If he doesn't have the money, he
3 has a promissory note that he's going to pay this
4 amount in -- you know, later on.
5 **Q. So back to my original question. My**
6 **question is that's Reginald Morton's name on there**
7 **as the customer? That's all I'm asking.**
8 A. Correct.
9 **Q. Okay. Whose name is on it under the**
10 **signature line beginning with customer below? I'm**
11 **just asking you whose name is there?**
12 A. Reginald Morton.
13 **Q. Reginald Morton. Okay. What does the**
14 **highlight line all the way across near the top say**
15 **beginning with I? Look at the -- the yellow line**
16 **that's all the way across. It begins with I. I**
17 **want you to read that and tell me what it says.**
18 A. And what -- what different number?
19 **Q. That's Document No. 11. Look at the one**
20 **yellow line on the page that goes all the way across**
21 **and it begins with I.**
22 A. "Reginald Morton, acknowledge that I
23 rented from El Cheapo Plus 7 on June 1, '13, at 8:31
24 a.m., and contract number is 98200861. The
25 additional charge for this rental are 47.50. I

1 agree that the balance due amount, which included a
2 $30 late fee service, is 77." You see, he's the
3 financial responsibility, Mr. Reginald Morton.
4 **Q. I'm just interested in what this document**
5 **says.**
6 A. Oh, okay.
7 **Q. You just read what it says.**
8 A. Uh-huh.
9 **Q. And it's a promissory note?**
10 A. Yes.
11 **Q. Everybody knows what --**
12 A. Yes. That's why I said he's the financial
13 responsible --
14 **Q. All right.**
15 A. -- on the truck.
16 **Q. All right. I'm talking about what this**
17 **document says --**
18 A. Yes, sir.
19 **Q. -- only. So -- okay. This document I'm**
20 **handing you is No. 12.**
21 MR. TAYLOR: No. 12.
22 (Exhibit No. 12 was marked for
23 identification.)
24 BY MR. TAYLOR:
25 **Q. Okay. And then I'll ask my question. My**

1 question is a simple one. Just a couple questions
2 on this. You ready? Just the highlight portion.
3 The rest of it means nothing. Can I ask my
4 question?
5 A. Yes, sir.
6 Q. All right. My question is I want to know
7 if you recognize the name Repwest at top? Do you
8 recognize that name? You don't have to tell me
9 anything else. I just want to know do you recognize
10 it?
11 A. Yes, I do.
12 Q. Okay. Who is that letter addressed to?
13 Who is it addressed to?
14 A. To Mr. Reginald Morton.
15 Q. This letter is addressed to Reginald
16 Morton; is that right?
17 A. Yes. Yes, sir.
18 Q. The letter says, "Dear Reginald Morton,"
19 is that correct?
20 A. Correct.
21 Q. The next line says in part, "This letter
22 acknowledges your claim," is that correct?
23 A. Correct.
24 Q. The letter went from Rep -- Repwest's
25 address to Reginald Morton; is that correct?

1 A. Correct.
2 **Q. Good. Okay. We can move on. So when you**
3 **found out what Reginald Morton had done with the**
4 **U-Haul rental truck what did El Cheapo do about it?**
5 **When you found out in the lawsuit what he had done**
6 **what did you do about it? You can just tell me in a**
7 **short phrase what you did. You don't have to --**
8 MR. CULBREATH: Object to the form.
9 You can answer the question.
10 THE WITNESS: I just -- he has the
11 contract with Repwest.
12 BY MR. TAYLOR:
13 **Q. Well, I -- I don't want to get into**
14 **Repwest. I'm just asking -- can I continue?**
15 MR. CULBREATH: Yeah.
16 BY MR. TAYLOR:
17 **Q. I'm -- I just want to ask you did what --**
18 **when -- so when El Cheapo -- when you, El Cheapo,**
19 **found out what Reginald Morton had done with the**
20 **U-Haul rental truck what did you, El Cheapo, do**
21 **about it?**
22 MR. CULBREATH: Object to the form.
23 BY MR. TAYLOR:
24 **Q. When you -- when you found out about it?**
25 A. Okay. Well, in the contract and on the

1 truck on the paperwork when somebody rents a truck
2 there is -- if you get a problem, there's an 800
3 number, you contact them. We can do nothing about
4 this. There's an 800 number on the truck. He can
5 contact them and it's going to be between them --
6 between both of them.
7 **Q. So the answer is you did nothing about it**
8 **because you wasn't --**
9 A. No. They asked me for the papers and I
10 send them the signed papers and that's it.
11 **Q. Very well. Was compensation demanded at**
12 **any time by me from you to pay for the damages**
13 **Reginald Morton had done? Did I in the paper**
14 **demanded compensation?**
15 MR. CULBREATH: Object --
16 THE WITNESS: From you?
17 MR. CULBREATH: I'm going to object
18 to the form. To the extent that this is asking for
19 information that deals with rule of evidence 409, I
20 may get that wrong, but the 400 rule dealing with
21 offers to compromise, that is not admissible. He
22 can answer the question, but I want to make sure
23 that we're not somehow taking that that would be
24 admissible testimony at trial.
25 MR. TAYLOR: Very well. But I am not

1 asking about that which you just said.
2 BY MR. TAYLOR:
3 Q. I am simply asking was compensation
4 demanded? I mean, as a matter of fact, was
5 it -- you know, when comp -- was it? I want you to
6 tell me yes -- let me ask the question again.
7 I just want to establish that compensation
8 was demanded. I'm not asking about a compromise or
9 anything like that as to what you're getting at. My
10 question again. Was compensation demanded at any
11 time? Now, you -- sitting here today I'm asking you
12 was compensation -- this is from your knowledge. So
13 you can, you know, tell me the truth as far as your
14 knowledge.
15 A. Yes, sir.
16 Q. Was compensation demanded at any time by
17 me from you to pay for the damages Reginald Morton
18 had done? Now, either, yes, compensation has been
19 demand, that's all I'm asking, or, no, it wasn't as
20 far as your knowledge?
21 A. Well, actually yes, but it depends in what
22 form.
23 Q. I'm not asking about the form.
24 A. Okay.
25 Q. So your answer is, yes, compensation --

1 A. Well, it's --
2 **Q. -- was demanded?**
3 A. -- from the letters you've been sending
4 me, I get two or three letters every week telling me
5 that you -- you are suing me, you are suing El
6 Cheapo, you are suing U-Haul, you are suing the
7 State of South Carolina, you are suing everybody in
8 the world, I mean, that's -- that's kind of
9 harassment.
10 **Q. My --**
11 A. You know, but asking me for $15 million
12 that when you call me at the store I -- you told me
13 what did I -- what did -- what did you do with --
14 with my letters. I told you I throw them in the
15 garbage because it doesn't make sense.
16 **Q. Let's -- I want to put --**
17 A. I mean, that's -- that's in my point of
18 view that somebody is harassing me, is asking me to
19 compensate him for his damage. I mean, there is --
20 there is something called insurance companies.
21 There's something called lawyers. I mean, if
22 everybody want to settle his problem with somebody
23 else, you know, we're not -- we're not going to get
24 nowhere, but, you know, that's when I contact my
25 field manager and they start -- whenever I get a

1 letter from you I just give it to him and he'll take
2 it then. You know, if you get a problem, if you
3 want to be compensated on something, you know, you
4 call U-Haul and, you know, their lawyers and they'll
5 -- you deal with them.
6 **Q. At this --**
7 A. But, you know, compensating, if -- if
8 that's what compensating in -- you know, in -- in
9 what I understand it, yes, that's -- you know, you
10 are asking me to compensate for his damage.
11 MR. TAYLOR: At this point I want to
12 put on the record that I'm reserving all my
13 objections for at trial, not here. Is that
14 understood?
15 MR. CULBREATH: Under the rule you --
16 you can reserve all objections except as to the form
17 of the question. That's what Rule 30 provides.
18 MR. TAYLOR: All right. Under the
19 rules, as it provides for, I'm reserving all of my
20 objections for at trial as far as the rules allow.
21 I just want to put that on record.
22 MR. CULBREATH: And we're the same.
23 We're -- we're -- all objections except to the form
24 of the question, which we've been making.
25

1 BY MR. TAYLOR:
2 **Q. I'll try this one more time.**
3 A. Sure.
4 **Q. As we're sitting here today, I'm asking**
5 **you a simple question, was compensation demanded at**
6 **any time as far as your knowledge goes? I want you**
7 **to tell me, "Yes, compensation was demanded as far**
8 **as my knowledge," or, "No, it wasn't."**
9 A. Yes, it was.
10 **Q. Okay. Did you pay the compensation as**
11 **demanded? Either you did or you didn't.**
12 A. No, I did not.
13 **Q. Very well. Have you paid any compensation**
14 **as of today? Simple question. I'm asking you have**
15 **you paid any compensation as of today? If you**
16 **didn't, say, "No, I have not." If you did, say how**
17 **much you paid and when. If you didn't, say, "No, I**
18 **didn't pay any compensation to this day."**
19 A. Well, I didn't pay as in money-wise.
20 **Q. So you didn't -- your answer is you didn't**
21 **pay? That's --**
22 A. As in money-wise I didn't, but, you know,
23 I'm -- I'm a sick person too and I had a surgery
24 last month. I'm supposed to be in bed, but, you
25 know, I made the offer to come here. And today is

1 my granddaughter's graduation in the morning.
2 **Q. I -- I --**
3 A. I have to cut this off in order to come
4 and get justice.
5 **Q. So your answer is you have not paid any**
6 **compensation as of this date?**
7 A. No, sir, not financially.
8 **Q. Good. Was that intentional?**
9 MR. CULBREATH: Object to the form.
10 BY MR. TAYLOR:
11 **Q. Object to the form, but then you can**
12 **answer the question.**
13 MR. CULBREATH: He can answer the
14 question.
15 THE WITNESS: What -- what -- what
16 was it?
17 BY MR. TAYLOR:
18 **Q. You just told me you haven't paid any**
19 **compensation. You told me earlier that compensation**
20 **was demanded. Then I asked you have you paid any**
21 **compensation to this day and you said, no, you have**
22 **not. I'm asking you was that intentional?**
23 A. No. No.
24 **Q. So that was a --**
25 A. No.

1 **Q. -- mistake that you haven't paid any --**
2 A. No.
3 **Q. -- compensation?**
4 A. The circumstances --
5 MR. CULBREATH: Object to the form.
6 THE WITNESS: -- comes like that
7 probably for both of us.
8 BY MR. TAYLOR:
9 **Q. Are you planning to pay any compensation**
10 **as demanded?**
11 MR. CULBREATH: Object to the form.
12 You can answer the question.
13 THE WITNESS: Well, I'm not planning.
14 I mean, if you're -- so anybody --
15 BY MR. TAYLOR:
16 **Q. So your --**
17 A. -- can ask me for money, I mean --
18 **Q. So your answer is no?**
19 A. No. I -- and I don't have it anyway.
20 **Q. You are not planning to pay --**
21 A. I don't have $15 million.
22 **Q. Are you planning to pay any compensation**
23 **as demanded and your answer is no; is that correct?**
24 A. Yes.
25 MR. CULBREATH: I'm going to object

1 to the form.
2 MR. TAYLOR: I've got that noted.
3 MR. CULBREATH: Okay.
4 BY MR. TAYLOR:
5 **Q. Is that intentional?**
6 A. No.
7 MR. CULBREATH: I'll object to the
8 form once again.
9 THE WITNESS: No. I told you I don't
10 have it.
11 BY MR. TAYLOR:
12 **Q. You don't have it. So --**
13 A. Yeah, I don't have it.
14 **Q. -- you're saying if you -- you had it, you**
15 **would pay it?**
16 A. But it's -- it's not my fault.
17 **Q. Well, you just said that it wasn't**
18 **intentional. I -- you said earlier demanded the**
19 **compensation. You said you don't have it. So I'm**
20 **asking you -- since you said you don't have it, I'm**
21 **asking you if you had it, would you pay it?**
22 A. No.
23 MR. CULBREATH: I'm going to object
24 to the form. We're getting into settlement
25 discussions.

1 MR. TAYLOR: Okay. Okay.
2 MR. CULBREATH: Okay. We -- we are
3 -- you are trying to get at settlement discussions.
4 That's inadmissible under the rules of evidence.
5 MR. TAYLOR: I -- I realize that, but
6 he was saying that -- when I asked him was that
7 intentional he said, no, it wasn't. Then I asked
8 him, well, if it wasn't intentional, that means you
9 -- did you intend to pay it. That's what I was
10 asking him.
11 MR. CULBREATH: I understand, but --
12 MR. TAYLOR: Based on his answer.
13 And he said he didn't have it. So my next question
14 then follows is, well, if you had it, would you pay
15 it. That's why I asked the question that way.
16 BY MR. TAYLOR:
17 **Q. And your answer was what? If I had it,**
18 **would you pay it, yes --**
19 A. I won't --
20 **Q. -- or no?**
21 A. -- pay it because I don't -- I don't --
22 **Q. So the answer is no?**
23 A. -- think it's fair. No.
24 **Q. All right. So that's intentional then or**
25 **is it? Is -- is that intentional that -- because**

1 you just said, "If I had it, I wouldn't pay it." So
2 that's intentional?
3 MR. CULBREATH: Object to the form.
4 BY MR. TAYLOR:
5 Q. Is that intentional, yes or no?
6 A. If I have it?
7 Q. If you have it, you would pay it?
8 MR. CULBREATH: I object to the form.
9 THE WITNESS: But, see, this --
10 BY MR. TAYLOR:
11 Q. I just want --
12 A. What kind of question is this? I mean --
13 Q. I just want --
14 A. -- if and if. I mean --
15 Q. You are supposed to answer my questions.
16 You are under oath here today --
17 A. Yes, sir.
18 Q. -- to tell the truth and nothing but the
19 truth.
20 A. Yes, sir.
21 Q. You're supposed to answer my questions.
22 A. Okay.
23 Q. My question was you just said that you did
24 not have it. I said would you pay it if you have
25 it. I asked you was it intentional. You said, no,

1 **it wasn't intention. I asked you if you had it,**
2 **would you pay it?**
3 A. It wasn't --
4 **Q. You --**
5 A. -- intentional to be in this -- in this --
6 at this time in this situation in this courtroom.
7 Okay. That's in-intentionally. I mean --
8 **Q. So it --**
9 A. -- things happen.
10 **Q. So it --**
11 A. Now, as far as paying for it, you know, I
12 -- in -- in -- in -- in -- in my point of view and
13 what I believe that, you know, I did not do anything
14 wrong.
15 **Q. I'm asking -- you have to answer my**
16 **questions. I would ask your attorney --**
17 A. Well, see, I'm trying to explain to you --
18 **Q. I don't want an explanation.**
19 A. Okay.
20 **Q. I would ask your attorney to instruct you**
21 **to answer the questions. I don't want an**
22 **explanation. I'm asking you a question.**
23 MR. CULBREATH: But we are starting
24 to border on harassment under --
25 MR. TAYLOR: Okay.

1 MR. CULBREATH: -- Rule 30-D.
2 MR. TAYLOR: All right.
3 MR. CULBREATH: And if -- and that's
4 why I have the tape here.
5 MR. TAYLOR: Okay.
6 MR. CULBREATH: I'll instruct him to
7 answer, but he's answered these questions.
8 MR. TAYLOR: Okay. Fair enough.
9 MR. CULBREATH: If we're going to
10 continue down this route, we can go talk to the
11 judge about it.
12 MR. TAYLOR: We can proceed.
13 THE WITNESS: Yeah. Because
14 you're --
15 MR. CULBREATH: Okay.
16 THE WITNESS: -- you're saying about
17 if and if, if things --
18 MR. CULBREATH: Okay.
19 THE WITNESS: -- that didn't happen
20 or that's not going to happen or, I mean --
21 BY MR. TAYLOR:
22 **Q. Okay. Next question -- I want to show you**
23 **Item No. 13 and 14 and then I'll ask my question.**
24 MR. TAYLOR: No. 13.
25 (Exhibit No. 13 was marked for

1 identification.)
2 MR. TAYLOR: Then I'll ask my
3 question when he --
4 MR. CULBREATH: It's dated October 8,
5 2014. This first one is 13?
6 MR. TAYLOR: That's 13. After I get
7 through a couple more then I'll ask to take a break.
8 I'm in a lot of pain here this morning and it's
9 quite excruciating.
10 THE WITNESS: Okay.
11 BY MR. TAYLOR:
12 **Q. And I want to hand you Item No. 14 as well**
13 **because my question will go to both of them.**
14 MR. TAYLOR: No. 14.
15 MR. CULBREATH: November 12. I'm
16 sorry. It's October -- November 12, yeah.
17 (Exhibit No. 14 was marked for
18 identification.)
19 BY MR. TAYLOR:
20 **Q. And before I ask my question I just want**
21 **to put on the record to the extent that you or your**
22 **lawyer perceive my last line of questioning which he**
23 **mentioned about harassment, I want to put on the**
24 **record that I apologize because my intention not**
25 **here -- here is not to harass anybody, only to ask**

1 **questions. And to the extent that I was trying to**
2 **get you to answer the question it might have been**
3 **perceived as harassment, but I'm very sick morning.**
4 **I'm under a lot of medication. My intention is not**
5 **to harass anybody. So if -- if I went overboard on**
6 **those questions, I'll try not do it again.**
7 A. So I would appreciate it if we stay in
8 reality before, you know --
9 **Q. All right.**
10 A. I'll -- you know, apologize accepted.
11 **Q. Like I said, I --**
12 A. But please let's stay in reality without
13 if's and but's and what if, you know.
14 **Q. Very well.**
15 A. Please.
16 **Q. Very well. But like I said --**
17 A. Because I need to go home too. I'm tired.
18 My back is hurting me bad.
19 **Q. I had to leave the hospital to come here.**
20 **So I just wanted to -- I'll proceed. I want to show**
21 **you Item 13 and 14 and ask you did you know the**
22 **devastating and outrageous effect that was having on**
23 **my health? And you can -- I'm looking for a yes or**
24 **no answer. I'll ask the question -- or I'll let you**
25 **answer.**

1 The question was -- I showed you Item 13
2 and 14. You looked at them. And I -- and I ask you
3 now did you know the devastating and outrageous
4 effect that was having on my health? I'm asking you
5 did you know that?
6 A. No, I don't.
7 Q. Okay. Did you pay any -- any compensation
8 thereafter? You can say, "No, I did not." That's
9 -- I'm asking about thereafter. The other ones was
10 before. So I'm asking did you -- after those
11 notices that -- which is Item 13 and 14, I'm asking
12 a simple question. Did you pay any compensation
13 thereafter? You can say, "Yes, I did," or, "No, I
14 didn't," so we won't have to appeal --
15 A. No, I don't.
16 Q. No, I --
17 A. No, I didn't -- I didn't pay any
18 compensation.
19 Q. Okay. Was that intentional?
20 MR. CULBREATH: Object to the form.
21 MR. TAYLOR: Object to the form, but
22 can he answer?
23 MR. CULBREATH: He can answer.
24 BY MR. TAYLOR:
25 Q. Was that intentional? I mean, you

1 **didn't --**
2 A. This is the first time I see these
3 documents.
4 **Q. Okay.**
5 A. I didn't know.
6 **Q. So was it intentional or was it not? As**
7 **I'm looking for an answer.**
8 A. I didn't -- I didn't know.
9 **Q. You didn't know. Okay.**
10 A. I didn't know.
11 **Q. Okay. All right. And my next question is**
12 **are you planning to pay any compensation as**
13 **demanded? And you can just say yes or no. To make**
14 **a long story short, yes or no, as in regards to**
15 **after you've seen these documents, yes or no to the**
16 **question, or I'll ask it again?**
17 MR. CULBREATH: Object to the form.
18 You can answer the question.
19 THE WITNESS: Why should I?
20 BY MR. TAYLOR:
21 **Q. The -- okay.**
22 A. I mean -- I mean, there is a lot of sick
23 people. I mean, nobody can come and say, "Pay my
24 bill." I mean, I'm -- I'm sick. Yeah, I wish I
25 could find somebody to pay my bill.

1 **Q. Very well.**
2 A. I mean --
3 **Q. Okay. I'll move on to the next one.**
4 A. I mean, that's -- I don't -- I don't know.
5 I mean --
6 **Q. All right. I'll move on to the next one**
7 **because I don't -- I'm very careful not to appear to**
8 **ask the question too many times and appear as being**
9 **harassment. So I'm going to leave the question as**
10 **it is.**
11 **Who owns Stop 'N' Save d/b/a El Cheapo**
12 **Plus No. 7? Who owns it?**
13 A. Mr. Mohammad Zaher.
14 **Q. Who incorporated it?**
15 A. Stop 'N' Save.
16 **Q. Huh?**
17 A. Stop 'N' Save, LLC.
18 **Q. Who -- you told me who owned it. I'm**
19 **asking you now who incorporated it?**
20 MR. CULBREATH: If you know.
21 BY MR. TAYLOR:
22 **Q. If you know, of course? If you don't**
23 **know, just say you don't know.**
24 A. I -- I think the same person.
25 **Q. No, you don't have to guess. Just say --**

1 **oh, you think it's the same person?**
2 A. Yeah.
3 **Q. Okay. All right. Some of these questions**
4 **you might know and you might not.**
5 A. Yeah.
6 **Q. Just whatever the truth is.**
7 A. Yes, sir.
8 **Q. Was it incorporated on June 4, 1993, as**
9 **far as you know?**
10 A. I don't know.
11 **Q. Okay. Do you have an ownership interest**
12 **in Stop 'N' Save d/b/a El Cheapo Plus No. 7? Do you**
13 **have an ownership interest in that? Do you?**
14 A. What do you mean? Enter --
15 **Q. An ownership interest -- let me ask the**
16 **question again. I'm sorry.**
17 A. Well, you mean to buy it?
18 **Q. Let me ask --**
19 A. I mean, what -- what interest? I mean,
20 everybody is looking forward. I wished I owned this
21 building too. I mean -- I mean, you know, interest,
22 yeah, if -- I mean, you know, everybody tries to
23 better himself. If I -- if I had more money, I
24 would -- I would buy it. Why not? It's a good
25 business.

1 **Q. I'm asking -- I'll ask the question again.**
2 **Do you have an ownership interest in Stop 'N' Save**
3 **d/b/a El Cheapo Plus No. 7? In other words, do you**
4 **own part of it, yes or no?**
5 A. Do I own? No, I don't. I'm just --
6 **Q. You have --**
7 A. I'm just working there.
8 **Q. Okay. So you have no ownership --**
9 A. I'm sorry. I misunderstand the question.
10 **Q. You have no ownership --**
11 A. No.
12 **Q. -- interest?**
13 A. No.
14 **Q. Okay.**
15 A. None whatsoever.
16 **Q. Okay. Good. I want to show you Item No.**
17 **15 and ask you do you see Mr. Zaher -- let me just**
18 **go about it the way I've got it here so I can stay**
19 **on target. 13, 14. That's my copy.**
20 MR. TAYLOR: 15 and another 15.
21 (Exhibit No. 15 was marked for
22 identification.)
23 BY MR. TAYLOR:
24 **Q. I'll ask my question while you're looking**
25 **over it, if you want to.**

1 A. Okay.
2 **Q. And I'll breeze through these couple**
3 **questions. You already told me you didn't have an**
4 **ownership. I'm on 15. Do you see Mr. Zaher's name**
5 **on there? You've already -- you've seen that -- you**
6 **see that on there, Mr. Zaher, the one you told me --**
7 A. Yes. Yes.
8 **Q. Yeah. Okay. Do you know Mr. Zaher**
9 **Mohammad?**
10 A. Yes, I do.
11 **Q. What is Mr. Zaher Mohammad to you? I**
12 **mean, what relation? Do you just work for him?**
13 A. No relationship. No kin to me.
14 **Q. Just work for him?**
15 A. Just employer.
16 **Q. Okay. I want you to look at Item No. 16.**
17 **I'll try to go a little faster. That's my copy.**
18 **(Exhibit No. 16 was marked for**
19 **identification.)**
20 MR. CULBREATH: And to the extent
21 that this is going to call for questions about his
22 relationship with his lawyers, I'm going to object
23 and instruct him not to answer if that's what your
24 intention is with regard to this document.
25 MR. TAYLOR: I'm not going to ask

1 anything about any communications he had with his
2 lawyers.
3 MR. CULBREATH: Okay.
4 MR. TAYLOR: If that's -- that's -- I
5 want to make that clear. Not any communications,
6 but let me ask the question and then you can --
7 MR. CULBREATH: All right.
8 BY MR. TAYLOR:
9 **Q. Only the highlighted portions in there.**
10 **And that's why I highlighted and put the arrow that**
11 **he -- the lawyers said so that we can breeze through**
12 **it. That's why.**
13 MR. TAYLOR: Can I ask the question?
14 MR. CULBREATH: Sure.
15 BY MR. TAYLOR:
16 **Q. I'll wait till he gives me the cue. We're**
17 **going to take a break in a minute. I'll -- I'll be**
18 **crippled if I don't. Can I ask the question?**
19 A. Yes. Yes. Go ahead, sir. Sorry.
20 **Q. I want you to look at Item 16. And I ask**
21 **you do you recognize the law firm Bryan Cave on top?**
22 **Do you recognize it is all I'm asking? I'm not**
23 **asking about any communications. I'm just asking do**
24 **you recognize it?**
25 A. Yes.

1 **Q. Are they one of the law firms hired**
2 **defending you in this case?**
3 A. Excuse me?
4 **Q. Are they -- are they one of your law firms**
5 **hired in this case, as far as you know?**
6 A. Yes.
7 **Q. And if you look at the highlighted line on**
8 **there, this is my question here, I want you to look**
9 **at -- there ain't but two highlighted lines at the**
10 **bottom. The first one. Are they one of the 35**
11 **largest law firms in the world?**
12 A. I have got no idea.
13 **Q. Well, let me read it then.**
14 A. No. No. That's what it says. It says,
15 yeah.
16 **Q. That's all I'm asking.**
17 A. It say, but, you know, I mean, it's just a
18 paper.
19 **Q. I'm just --**
20 A. You're asking me -- I -- I can't confirm
21 it. I can't -- I can't say this is true or it's not
22 true. I mean, that's what it says and I say yes.
23 **Q. Okay. You say yes. Let me read --**
24 A. That's what it says.
25 **Q. Let me read --**

1 A. But as far as for me, I don't know if it's
2 a fact or not.
3 **Q. Let me just read what it says.**
4 A. Sure.
5 **Q. "Bryan Cave is among the 35 largest law**
6 **firms in the world." That's all it says. I'm not**
7 **asking for --**
8 A. Okay.
9 **Q. -- the truth of the matter. Okay. I'll**
10 **move right on. And my final question on this right**
11 **here is the last highlighted line. I'll just read**
12 **it so we won't have to go through what we just did.**
13 **Let me read what it says. I'm just talking about**
14 **what it says. I'm not getting at it for the truth**
15 **of the matter. I just want to see what it says**
16 **because they are one of your law firms.**
17 **"Bryan Cave's 800 lawyers in 15 offices**
18 **across the United States, United Kingdom, the -- the**
19 **Middle East and Asia." You know, that's just what**
20 **it says. And I'm just saying they are one of your**
21 **law firms in this case; is that right?**
22 A. Yes.
23 **Q. Okay.**
24 MR. TAYLOR: Okay. Can we take that
25 break now?

1 VIDEO OPERATOR: We're going off the
2 record. The time on the monitor is 11:49.
3 (A recess transpired.)
4 VIDEO OPERATOR: We're going back on
5 the record. The time on the monitor is 11:58.
6 BY MR. TAYLOR:
7 Q. Ready to proceed? If I may, before I ask
8 my next question I would like a little clarification
9 on something that was touched on from the beginning.
10 I think your lawyer made it clear today that you are
11 here speaking only for Roy Rahal.
12 A. Yes, sir.
13 Q. And not El Cheapo. And my question is to
14 you, or the lawyer can answer it, in this litigation
15 that's been going on getting towards two years and
16 ever since it's been amended there have been filings
17 in this case for you as a defendant and El Cheapo as
18 a defendant, two defendants in this case.
19 And since you stated here today that
20 you're only speaking for Roy Rahal, my question is
21 who was providing all those answers in regards to El
22 Cheapo that have been provided in this case? If you
23 are only speaking for yourself, who provided the
24 answers though that your lawyers submitted in this
25 case to everything relating to El Cheapo? Who

1 **provided the answers to those if you are here only**
2 **speaking for Roy Rahal?**
3 MR. CULBREATH: Okay.
4 BY MR. TAYLOR:
5 **Q. Either or your lawyer can answer.**
6 MR. CULBREATH: I'm going to clarify
7 this because the issue that we raised at the
8 beginning is there was no proper deposition notice
9 issued to the corporation for today. And that's how
10 that works for today. There should have been a
11 notice issued pursuant to Rule 30(B)(6) with
12 specific topics. No such notice was meant. That
13 does not translate into that suddenly there was no
14 one at El Cheapo who was providing information.
15 That has to do with the deposition procedure today.
16 Now, to the extent that you're asking for
17 communication between attorney and client, that's
18 privileged and you're not entitled to get that
19 information.
20 MR. TAYLOR: Okay. That's not what
21 I'm getting at. I -- I -- I take your point. My
22 point is -- and I understand exactly what you're
23 saying.
24 BY MR. TAYLOR:
25 **Q. My -- my -- what I'm asking for**

1 **clarification on is who was providing all of the**
2 **answers in regarding -- not in regards to a**
3 **deposition, but who was providing all the answers in**
4 **this litigation as it relates to El Cheapo that you**
5 **-- lawyers have been providing in this case from the**
6 **time it was amended with El Cheapo is who is -- who**
7 **was providing those answers that you were sending?**
8 MR. CULBREATH: What's the relevance
9 of that?
10 MR. TAYLOR: Well, I'm -- because he
11 made it clear that he's only speaking for himself,
12 Roy Rahal, here today as an employee of El Cheapo,
13 of course. So I'm asking all those documents that I
14 have where I directed things to El Cheapo and to
15 Rahal -- and I understand that his response related
16 to him, not about this deposition. So I'm asking
17 him if he was not speaking for El Cheapo, who was
18 from then until now.
19 BY MR. TAYLOR:
20 **Q. All the answers that have been provided,**
21 **either you was speaking for El Cheapo and providing**
22 **those answers or somebody else was. I'm asking you**
23 **who was it, if it was not you?**
24 MR. CULBREATH: To expedite this
25 process, Mr. Rahal was the person who was providing

1 information.
2 MR. TAYLOR: For El Cheapo?
3 MR. CULBREATH: Correct.
4 MR. TAYLOR: Okay. Okay.
5 MR. CULBREATH: But once again the
6 deposition notice was improper.
7 MR. TAYLOR: I'm not talking about
8 deposition.
9 MR. CULBREATH: Okay. But that's --
10 that's different than what we talked about this
11 morning.
12 MR. TAYLOR: Okay. I gotcha.
13 MR. CULBREATH: I'm trying to move
14 this along now.
15 MR. TAYLOR: Right. So I got --
16 MR. CULBREATH: But there's no
17 questions that are going to come about who -- who
18 said what to what lawyer.
19 MR. TAYLOR: Okay. I'm -- I'm not
20 talking about to the lawyers. And I take your point
21 that Roy Rahal was the one providing those answers
22 for El Cheapo that you attorneys was providing to
23 me. Certainly you -- so I just want to make that
24 clear. Okay. We can move on. Can we?
25 MR. CULBREATH: You got all that on

1 the record, Brad? Thank you.
2 MR. TAYLOR: I might speak a little
3 fast. If I do, just tell me to slow down.
4 BY MR. TAYLOR:
5 **Q. I'll get to the next question. Now, I**
6 **want to -- you to look at Item No. 17. I'm going to**
7 **move this along fast. If you'll -- most of these**
8 **will call for a yes or no answer or a, "No, I didn't**
9 **know," and we can move this right along, which is**
10 **what we're trying to do here for everybody's**
11 **benefit. No. 17. No. 17. No. 17 here. As soon as**
12 **you give me the clue I'll ask the questions and move**
13 **on.**
14 MR. CULBREATH: Okay. I'm going to
15 object to this as -- you can answer whatever
16 questions. It's not relevant to anything in this
17 case.
18 MR. TAYLOR: Well, let me ask the
19 question and you can save your objections for at
20 trial. Can you --
21 (Exhibit No. 17 was marked for
22 identification.)
23 MR. TAYLOR: Oh, and let him look at
24 it so I can ask the question and then you can note
25 your objection.

1 BY MR. TAYLOR:
2 Q. When you tell me I can ask my questions
3 I'll ask it and move on. I'm trying to wait till
4 you tell me so I won't cut across you.
5 Only the highlight portions in there is
6 relevant to the questions I'm going to ask. And
7 they'll be brief and short and a short answer and we
8 can --
9 A. Okay. I mean, what --
10 Q. Can I ask the question now?
11 A. Yes.
12 Q. I ask you do you recognize the law firm
13 lawyers in first and second highlight areas, their
14 name just --
15 A. Yes.
16 Q. -- for the record? You -- okay. That's
17 good. That's all I'm asking. Did you -- did U-Haul
18 retain them to defend you in this case?
19 A. Yes.
20 Q. Okay. Now, I want you to look at Item
21 No. -- you can put that one aside. We're done with
22 that one. I'll try to move this along here because
23 I know everybody is -- go along fast as I can. I
24 know you're in pain and I'm in pain.
25 MR. TAYLOR: No. 18.

1 (Exhibit No. 18 was marked for
2 identification.)
3 BY MR. TAYLOR:
4 Q. Now, I want you -- you to look at Item 18
5 and ask you do you recognize the law firm lawyers in
6 this first one and second highlighted area? Just,
7 yeah, for the record you either recognize them or
8 you don't. They are your lawyers in this case.
9 It's not a secret. Just do you recognize them? You
10 either do or you don't.
11 A. Yes.
12 Q. Yes. Okay. Did U-Haul hire them to
13 defend you in this case?
14 A. Yes.
15 Q. Okay. No. 19. It's my copy here. As
16 soon as you look at it and then I'll ask my
17 questions and we'll move on.
18 (Exhibit No. 19 was marked for
19 identification.)
20 BY MR. TAYLOR:
21 Q. I won't spend much time on this, just a
22 couple questions. You can look at the highlight
23 areas. Anything else is not relevant to anything
24 here today. Just glance at the highlight areas and
25 I'll ask my question.

1 A. Yes.
2 **Q. Okay. My question is I want you to look**
3 **at Item 19 and ask you do you recognize the law firm**
4 **in the first yellow highlight line? They are your**
5 **lawyers here today. So that should be a quick --**
6 A. Yes.
7 **Q. Yes. Okay. What do the big red type at**
8 **top say?**
9 A. Best lawyers.
10 **Q. Okay. What does the second highlight**
11 **yellow line say?**
12 A. Gallivan, White & Boyd, Pennsylvania, P.A.
13 **Q. The second highlighted line? I'll read --**
14 A. Law firm with 62 attorneys.
15 **Q. Okay.**
16 A. Is that --
17 **Q. That's all. What does the fourth and last**
18 **highlight yellow line say?**
19 A. Gray T. Culbreath.
20 **Q. Well -- well, before that it says --**
21 A. Best lawyers in the States, United States.
22 **Q. Best lawyers in the United States, right?**
23 A. Yes, sir.
24 **Q. What does the last line say?**
25 A. Gray T. Culbreath.

1 **Q. Okay. So they are some of the best**
2 **lawyers in the United States is what I'm getting at.**
3 **Yes?**
4 A. Yes.
5 **Q. Okay. Put that aside. We can move on.**
6 **Are you paying for all these law firm lawyers out of**
7 **your pocket? And I'm just asking you are you --**
8 MR. CULBREATH: I'm going to object
9 to the form. That's an improper question --
10 MR. TAYLOR: Okay. All right.
11 MR. CULBREATH: -- and a privilege.
12 MR. TAYLOR: Okay. Okay. All right.
13 I'll proceed. I'll draw a line by that one and I'll
14 proceed.
15 BY MR. TAYLOR:
16 **Q. Are U-Haul paying for these lawyers for**
17 **you?**
18 MR. CULBREATH: It's the same.
19 MR. TAYLOR: Same thing here?
20 MR. CULBREATH: Same.
21 MR. TAYLOR: Okay.
22 MR. CULBREATH: Same objection.
23 BY MR. TAYLOR:
24 **Q. All right. My next question is are you**
25 **covered an umbrella policy with U-Haul?**

1 A. Yes.
2 **Q. Up to what amount? What limits?**
3 A. I don't know.
4 **Q. Okay. Does the coverage policy cover for**
5 **punitive damage -- covers you for punitive damages?**
6 A. For what?
7 **Q. Does the coverage policy, the umbrella**
8 **covered policy for you under U-Haul, does that cover**
9 **you for punitive damages?**
10 A. For immunity damages?
11 **Q. Punitive damages? Does it cover you, as**
12 **you know? If you don't know, you can say, "I don't**
13 **know."**
14 A. I don't know what you mean.
15 **Q. Okay. What company does you carry general**
16 **liability with your store? What company has the**
17 **general liability? Not U-Haul for its trucks, but**
18 **what company handles your general liability, do you**
19 **know?**
20 A. I don't know.
21 **Q. You don't know?**
22 A. No, I don't know.
23 **Q. When you rent U-Haul trucks at El Cheapo**
24 **are you an employee of U-Haul or El Cheapo? When**
25 **you are renting U-Haul trucks are you an employee**

1 of -- wait a minute. Let me -- let me read the
2 question again. When you rent --
3 A. Of El Cheapo.
4 Q. When you rent trucks at El Cheapo are you
5 an employee of U-Haul or El Cheapo?
6 A. El Cheapo.
7 Q. El Cheapo. You're an employee of El
8 Cheapo when you --
9 A. Yes.
10 Q. -- rent U-Haul trucks there? Okay. Have
11 you notified the store liability carrier of this
12 lawsuit against you? Have you notified the store
13 general liability company? Had you notified them is
14 all I'm asking you? Do you -- if you know, say,
15 "Yes, I notified them," or if you don't know, say,
16 "No, I don't know," or -- or just whatever the truth
17 is.
18 A. I notified the owner by phone. That's it.
19 Q. Just the owner?
20 A. Just the owner.
21 Q. Okay.
22 A. Because I don't -- I don't think I --
23 Q. Okay. That's good. That's good. That's
24 all I want. Are there any written communications
25 between you, the store liability carrier? But you

1 just told me you only report to the owner. So --
2 A. Yeah.
3 Q. Okay.
4 A. By phone verbal.
5 Q. By phone. No written communications is
6 what you're saying?
7 A. No. No. No.
8 Q. Okay. You were instructed to bring a copy
9 of the store liability coverage policy. Did you
10 bring it? If you -- the store coverage liability
11 policy? Not the U-Haul, but the store coverage
12 liability policy?
13 A. Nobody asked me for that.
14 Q. Nobody asked you.
15 VIDEO OPERATOR: I've got five
16 minutes on tape.
17 BY MR. TAYLOR:
18 Q. Okay. Are you covered for punitive
19 damages under your store general liability policy?
20 If -- if you don't know what punitive damage is,
21 just say you don't know.
22 A. I don't know.
23 Q. Okay. Did you receive any reservation of
24 rights letters from anyone since 6-1-13?
25 A. What's that?

1 Q. Well, if you don't know, say --
2 A. I don't know.
3 Q. Okay. I just want to ask the questions on
4 the record --
5 A. That's all right. That's all right.
6 Q. -- and get an answer. All right. Okay.
7 Then we can move right along. We're getting to the
8 end.
9 A. Okay.
10 Q. Did you know that Reginald Morton was just
11 out of jail on bail for committing another crime
12 when he came to you about renting a U-Haul truck
13 back on June 1, 2013? Did you know he was just out
14 of jail on bail?
15 A. No, I don't know.
16 Q. I want to hand you this court document,
17 Item No. 20.
18 (Exhibit No. 20 was marked for
19 identification.)
20 THE WITNESS: Are you talking about
21 originally just --
22 MR. CULBREATH: No.
23 THE WITNESS: -- got out of jail?
24 MR. CULBREATH: Don't -- wait until
25 he asks a question. You don't have to answer

1 anything.
2 BY MR. TAYLOR:
3 **Q. Ready? You can just glance at the**
4 **highlight area. I highlight those to make it**
5 **easy -- just for the record, I highlight those to**
6 **make it easier for everybody once we're here. That**
7 **way we won't have to spend all the time looking at**
8 **stuff that don't matter and just concentrate on what**
9 **matters so we can all go home. I'll ask the**
10 **question when you tell me.**
11 A. Okay. Go ahead.
12 **Q. My question is and ask you if you**
13 **recognize Reginald Morton's name on it in the**
14 **highlight area on the bottom left? Just -- I just**
15 **want to see if you recognize Reginald Morton's name**
16 **on that document and --**
17 A. Yeah, there is the name of Reginald
18 Morton.
19 **Q. Okay. Okay. All right.**
20 VIDEO OPERATOR: Got about two
21 minutes on tape.
22 MR. TAYLOR: Okay.
23 BY MR. TAYLOR:
24 **Q. Do you see the arrest date in yellow**
25 **shaded on the first section on the right side? Do**

1 you see the arrest date?
2 A. May 21, '13.
3 Q. And my next question is what date is that,
4 but you already told me. So we can move on. Is
5 that date about ten days before he came to see you
6 about a rental truck on 6-1-13? That's about ten
7 days before?
8 A. It's about that, yes.
9 Q. Okay. So did you know he was out of jail
10 on bail on 6-1-13?
11 A. No, I don't.
12 Q. Okay. Do you see the second section on
13 the left near bottom, Acceptance Bail Bond, Jim
14 Green? Do you see that?
15 A. Jim Green, yes.
16 Q. Okay. Do you see the first section near
17 top? What does it say for case type?
18 A. For case type?
19 Q. Yes. Look near the top on the left-hand
20 side.
21 A. Criminal.
22 Q. Okay. Huh?
23 A. Criminal. It says --
24 Q. Okay.
25 A. -- criminal.

1 **Q. Do you see Reginald Morton's address at**
2 **the bottom center underlined in red pen? What is**
3 **that address?**
4 A. 334 Myrtle Beach Highway, Sumter.
5 VIDEO OPERATOR: We're going to need
6 to take a break to change the tape.
7 MR. TAYLOR: Okay. Okay.
8 VIDEO OPERATOR: We're going off the
9 record. The time on the monitor is 12:13.
10 (A recess transpired.)
11 VIDEO OPERATOR: We're going back on
12 the record. The time on the monitor is 12:14.
13 BY MR. TAYLOR:
14 **Q. Okay. All right. So you already stated**
15 **what the address was. Did Reginald Morton told you**
16 **they live there when he came about a U-Haul rental**
17 **truck back on 6-1-13? Did he tell you they live at**
18 **that address? Yes, he did or, no, he didn't?**
19 A. No, he did not.
20 **Q. Okay.**
21 A. We didn't discuss these things. That's
22 personal.
23 **Q. Okay. Where did Reginald Morton told you**
24 **they live at?**
25 A. 33 Myrtle Beach.

1 **Q. That's where he told you he live at?**
2 A. I think so.
3 **Q. Okay.**
4 A. Whatever it was on the -- on the ID.
5 **Q. What -- what at -- I'm -- I'll ask the**
6 **questions. What address did he give you? You just**
7 **said he told you he live at 334 Myrtle Beach**
8 **Highway.**
9 A. Well, that's -- well, it's -- it's been
10 two years. Yeah. And see it says here 80 -- 824
11 Maury Avenue.
12 **Q. Pardon me?**
13 A. Maury Avenue, is it?
14 **Q. So that's the address he gave you?**
15 A. Hold on one minute. Yeah.
16 **Q. That's the address?**
17 A. Uh-huh.
18 **Q. 824 Maury Avenue?**
19 A. On -- yes. Maury --
20 **Q. Read the whole address, the Maury address,**
21 **the Maury --**
22 A. Reginald Morton, 824 Maury Avenue, Fort
23 Washington, Maryland.
24 **Q. So that's the address he gave you when he**
25 **came there on 6-1-13?**

1 A. Well, it's -- it's -- it's supposed to be
2 either his address or his son address.
3 **Q. That's the address they gave you then?**
4 A. Yes.
5 **Q. Okay. And my question, just ask you on**
6 **this document here, which is No. 20, that's -- 334**
7 **Myrtle Beach Highway is listed as Reginald Morton's**
8 **address where they live? Is -- that's what this**
9 **paper says sure?**
10 A. That's probably his father, yes.
11 **Q. All right.**
12 A. Yeah, that's --
13 **Q. That's what's on this paper?**
14 A. Yes.
15 **Q. Reginald Morton. Okay. All right. Okay.**
16 **Good enough. Let's see here now. I will move right**
17 **on. My chest hurts really bad. Okay. Let me try**
18 **to continue.**
19 **Did you file personal state and federal**
20 **income tax returns for 2014 back to 2010?**
21 MR. CULBREATH: Object to the form,
22 relevance. You can answer the question.
23 THE WITNESS: Yes, I do.
24 MR. TAYLOR: Okay. Did you -- you
25 said you objected to that?

1 MR. CULBREATH: I object to the form.
2 BY MR. TAYLOR:
3 **Q. All right. Who or what company file your**
4 **personal state and federal income tax for 2014 back**
5 **to 2010? Who -- what company?**
6 MR. CULBREATH: Object to the form,
7 relevance. You can answer the question.
8 THE WITNESS: I don't have to answer
9 this question. This is personal, isn't it?
10 BY MR. TAYLOR:
11 **Q. All I can do is ask the question.**
12 MR. CULBREATH: You -- you can answer
13 the question.
14 THE WITNESS: Okay. Well, Midland
15 Taxes in Columbia.
16 BY MR. TAYLOR:
17 **Q. Okay. Did -- as far as you know as to**
18 **this next question, you know, if you know, you can**
19 **say and then we'll move fast. Did Stop 'N' Save**
20 **Incorporated d/p/a El Cheapo No. 7 file state and**
21 **federal tax returns for 2014 back to 2010 as far as**
22 **you know?**
23 A. Yes, they do.
24 **Q. Okay. Who or what company filed their**
25 **state and federal tax returns for 2014 to 2010, I'm**

1 **talking about El Cheapo, if you know?**
2 A. I don't know.
3 **Q. You don't know. Good enough. About what**
4 **is your personal net worth?**
5 A. What do you mean personal network?
6 **Q. About what is your personal net --**
7 MR. CULBREATH: And I'm --
8 BY MR. TAYLOR:
9 **Q. -- worth is going --**
10 MR. CULBREATH: And I'm going to
11 object to the form. There hasn't been a prima facie
12 showing of punitive damages. He can answer the
13 question.
14 MR. TAYLOR: Okay.
15 MR. CULBREATH: But we're going to
16 object to that because you're going to have to make
17 that showing and survive directed verdict to be able
18 to publish that information, if at all, to a jury.
19 MR. TAYLOR: I -- I note your
20 objections and I'll -- can he answer it?
21 MR. CULBREATH: If he knows.
22 THE WITNESS: What -- what -- I mean,
23 I don't understand the question.
24 BY MR. TAYLOR:
25 **Q. About what is your personal net worth? I**

1 **mean --**
2 A. What's my E-mail? Is that what he's
3 saying?
4 **Q. No. What is your personal net worth? You**
5 **-- your lawyer can --**
6 MR. CULBREATH: And I can't explain
7 anything --
8 MR. TAYLOR: Okay.
9 MR. CULBREATH: -- to him.
10 BY MR. TAYLOR:
11 **Q. All right. How -- how much -- let me see.**
12 **So you don't know what it means when somebody asks**
13 **you what is your personal net worth? If you don't**
14 **know, just say, "I don't know," but let it be**
15 **truthful. If you don't know, say, "I don't know."**
16 A. I -- I don't know what -- what do you mean
17 by personal network.
18 **Q. Okay. All right. So as long as you don't**
19 **know and it's truthful, that's fine.**
20 A. Okay.
21 **Q. About what is the net worth of Stop 'N'**
22 **Save d/b/a El Cheapo? I'm --**
23 A. Net worth or network? What are you
24 saying?
25 **Q. How much -- well, okay. All right.**

1 A. I mean, I -- I can't -- I can't hear you.
2 **Q. Okay. All right.**
3 A. I mean, you know, just --
4 **Q. If you don't understand it, then I will**
5 **move on, but I did ask the question and you -- the**
6 **record records that you're saying you doesn't know.**
7 A. But, see, I don't -- I hear -- I hear
8 network and I hear net worth.
9 **Q. Net worth.**
10 A. Net worth?
11 **Q. How much --**
12 A. T-h?
13 **Q. -- money are you worth?**
14 A. How much am I worth?
15 **Q. Asset --**
16 A. I'm worth nothing.
17 **Q. Okay. How much does El Cheapo d/b/a, that**
18 **corporation, worth as far as --**
19 A. How --
20 **Q. -- you know, if you know?**
21 A. How do I know? I don't know.
22 **Q. Okay. You don't know. Okay.**
23 A. I'm just an employee.
24 **Q. Okay. All right. That's good. That's**
25 **all I'm asking for. Just to clarify, always --**

1 A. Well, here, see we're to understand the
2 question so I -- so I can answer it.
3 **Q. I just --**
4 A. If I don't understand it, I'm -- I'm not
5 going to be able to answer it.
6 **Q. Good. I just want to put on the record**
7 **that, you know, as long as that is your truthful**
8 **answer, you can give whatever answer --**
9 A. Yes.
10 **Q. -- you see fit. Okay. I just want that**
11 **on the record. I'm not trying to force you to say**
12 **one thing or the other, just whatever.**
13 **Okay. What bank do you do your personal**
14 **banking at now and back to 2010? What bank have you**
15 **been doing your personal banking at?**
16 MR. CULBREATH: Object to the form,
17 relevance.
18 MR. TAYLOR: Object to the form?
19 Okay. Relevance.
20 MR. CULBREATH: You can answer the
21 question. You can answer the question if you want.
22 THE WITNESS: What this -- this has
23 got nothing to do with -- with -- with the --
24 BY MR. TAYLOR:
25 **Q. Well, but it --**

1 A. -- with the problem. I mean --
2 **Q. Can I explain something?**
3 A. Yeah, you can. I'm --
4 **Q. When it comes time to pay a judgment --**
5 A. Okay.
6 **Q. -- it's going to be relevant as to how**
7 **much you are worth --**
8 A. Okay.
9 **Q. -- and how much El Cheapo is worth since**
10 **you both are defendants in here. I'm not just**
11 **asking these questions just -- just -- just -- just**
12 **-- just for the fun of it.**
13 A. Okay.
14 **Q. I'm putting this on the record so that --**
15 A. Okay.
16 **Q. -- when the time comes --**
17 A. I'm with the -- with BB&T.
18 **Q. Okay. BB&T?**
19 A. Yes.
20 **Q. All right. Do you have any of your**
21 **personal net worth money assets held outside the**
22 **United States? If you don't have any money outside,**
23 **you can say no.**
24 A. No, I don't.
25 **Q. Okay. Do El Cheapo -- do Stop 'N' Save**

1 d/b/a El Cheapo Plus No. 7 have any of its net worth
2 outside the United States? You --
3 A. I don't know.
4 Q. -- probably don't know that. You don't
5 know that. Okay. All right. I -- I have these
6 questions worded this way because I was assuming
7 since everything had been answered all before as
8 you, El Cheapo, I was assuming that you was here
9 again continually for El Cheapo until he made sure
10 the difference. And that's why they are worded this
11 way. So I'll have to make sure that I cut them out
12 then. Okay. Have you moved or hidden any personal
13 assets, money since this suit began? You --
14 MR. CULBREATH: Object to the form.
15 THE WITNESS: No, I did not.
16 BY MR. TAYLOR:
17 Q. You did not. Okay. Have you, Stop 'N'
18 Save d/b/a El Cheapo, moved or hidden any money?
19 You -- you don't know about El Cheapo because you
20 just work there; is that right?
21 A. Uh-huh. Uh-huh.
22 Q. Okay. When was the last -- well, I'll
23 skip this question. When was the last time you
24 traveled outside the United States, but I'll leave
25 that because apparently, from what you're saying,

1 **you don't have any much money. So I'm assuming you**
2 **didn't move any or have any outside the United**
3 **States, any money?**
4 A. I don't have any money there, but I did
5 went overseas last year.
6 **Q. Yeah. That's fine.**
7 A. Yeah, I have extended family there.
8 **Q. But -- okay.**
9 A. But, you know, the one before was eight
10 years ago.
11 **Q. Okay. That's good. That's good. All**
12 **right. Where did you travel to, by the way?**
13 A. Jordan.
14 **Q. Jordan. Okay. Wonderful country.**
15 A. Thank you.
16 **Q. I worked with people in New York from**
17 **Jordan. Okay. I want to hand you Item No. 21.**
18 **(Exhibit No. 21 was marked for**
19 **identification.)**
20 BY MR. TAYLOR:
21 **Q. I'm trying to move fast with this. And if**
22 **you'll help me, we can get through this very**
23 **quickly. And I'll ask my question. I'm just going**
24 **to ask my question and then we can move on with a**
25 **short, quick answer.**

1 MR. CULBREATH: I'll object to the
2 document for -- for various reasons, but we'll deal
3 with that at trial.
4 MR. TAYLOR: Okay. But I want to ask
5 him my question.
6 MR. CULBREATH: Sure, you can ask him
7 questions about it.
8 MR. TAYLOR: Okay. He don't have a
9 copy of it though.
10 MR. CULBREATH: I'm sorry. Here you
11 go.
12 BY MR. TAYLOR:
13 **Q. Can I ask my question or you want to go**
14 **ahead and read that first?**
15 MR. CULBREATH: He needs to read it
16 first.
17 MR. TAYLOR: Okay. I want to note it
18 here. You did say you object to the document,
19 right?
20 MR. CULBREATH: I object -- yeah.
21 MR. TAYLOR: Okay.
22 MR. CULBREATH: Just I want make
23 clear, you know, I'm not --
24 MR. TAYLOR: Yeah. Yeah.
25 MR. CULBREATH: -- consenting to

1 these documents being introduced --
2 MR. TAYLOR: Yeah.
3 MR. CULBREATH: -- at trial.
4 MR. TAYLOR: I was kind of
5 anticipating that, but I did want to ask him about
6 it.
7 MR. CULBREATH: Sure.
8 MR. TAYLOR: Since we're in
9 deposition. And might not see the light of day in
10 trial, but --
11 THE WITNESS: Okay.
12 BY MR. TAYLOR:
13 **Q. All right. I've just got a few questions**
14 **for that. I think we'll -- I want to ask you did**
15 **you receive a copy and reviewed it yet? You just**
16 **received -- you -- had you received a copy and**
17 **reviewed it before today?**
18 A. No.
19 **Q. All right. Did you -- and my next**
20 **question was do you want to review it, but you just**
21 **did?**
22 A. Uh-huh.
23 **Q. Okay. Did you see -- and I -- just pay**
24 **close attention to this question. Did you see how**
25 **drug dealer and bail jumper Reginald Morton**

1 **indicated he got the U-Haul truck from you in a drug**
2 **deal with no driver's license? I'm just asking did**
3 **you see what is in that document as to what he says**
4 **as to how he got the truck? I'm just asking you do**
5 **you see that?**
6 MR. CULBREATH: And I'll object to
7 the form.
8 BY MR. TAYLOR:
9 **Q. You just read it. So obviously you see**
10 **it. I -- so I just want to say, "Yes, I see that."**
11 **I'm asking --**
12 A. But how do I know this is the truth --
13 **Q. I'm --**
14 A. -- or not? I mean, I don't know about
15 this.
16 **Q. I'm only asking you do you see it?**
17 A. I see -- I see what it says here.
18 **Q. Okay. We'll go on to the next question.**
19 A. Uh-huh.
20 **Q. My next question is why did you rent**
21 **Reginald Morton a truck with no driver's license?**
22 A. Because anybody can rent a truck.
23 **Q. Okay. All right.**
24 A. But not anybody can drive it.
25 **Q. Okay. Okay. So Reginald --**

1 A. When he get the designated driver to
2 drive.
3 **Q. Okay.**
4 A. So whoever --
5 **Q. He can -- he can rent one with no license**
6 **as long as he -- is what you say --**
7 A. He can pay for it and take responsibility
8 on it and hire a driver and drive the truck.
9 **Q. So any -- my -- I just want to clarify**
10 **here. Anybody can rent one, they don't have to**
11 **necessarily have a driver's license? That's simply**
12 **my question, yes or no?**
13 A. Yes. Yeah, they can rent a truck.
14 **Q. Okay.**
15 A. But they can't drive it.
16 **Q. Okay. Okay. All right.**
17 A. They can be, as I explained --
18 **Q. Okay. Very well.**
19 A. -- financial responsibility basically.
20 **Q. Very well. Very well. Very well. Okay.**
21 **Let me try to move along here. Do you always rent**
22 **U-Haul trucks to people that don't have a driver's**
23 **license? But you just explained to me you do**
24 **because they don't have to drive it, but they can**
25 **rent it with no license?**

1 A. Okay. Well, if they have a designated
2 driver with a legal driver's license, they can rent
3 the truck.
4 **Q. Right. Okay.**
5 A. Pay for it and put the driver --
6 **Q. Yeah. Okay.**
7 A. They can put two driver actually on the
8 same truck.
9 **Q. So the answer --**
10 A. You can put as many driver's license on
11 the -- on the document, you know, as long as they
12 are the drivers.
13 **Q. So long story short is they can rent a**
14 **truck with no driver's license is what you're**
15 **saying?**
16 A. They can reserve the truck and rent the
17 truck, yes.
18 **Q. Okay. And rent the truck?**
19 A. Right.
20 **Q. Okay.**
21 A. And rent the truck, but not drive it.
22 **Q. Okay. Okay. Okay. So they can rent it**
23 **with no driver's license?**
24 A. Correct.
25 **Q. All right. Does U-Haul policies and**

1 **procedures for dealers allow you to rent to people**
2 **with no driver's license?**
3 A. Say that again.
4 **Q. Does U-Haul policies and procedures allow**
5 **you to rent trucks to somebody with no license? You**
6 **just told me that --**
7 A. No.
8 **Q. Will U-Haul --**
9 A. They won't -- they -- you know, if -- if
10 somebody doesn't have a driver's license, I can't
11 rent the truck to them.
12 **Q. Okay. Okay. That's the answer. Okay.**
13 **All right. I'll move on. Now, have U-Haul taken**
14 **any action against you for renting their U-Haul**
15 **truck on 6-1-13? I believe you said earlier no.**
16 A. No. No, they --
17 **Q. Okay.**
18 A. -- did not.
19 **Q. That's good. I'll move on to the next**
20 **one. My next question is so in effect U-Haul didn't**
21 **care or condone it as long as they got some of the**
22 **truck rental money; is that right?**
23 MR. CULBREATH: Object to the form of
24 the question.
25 MR. TAYLOR: All right. Can he

1 answer it?

2 MR. CULBREATH: He can answer it.

3 BY MR. TAYLOR:

4 **Q. So, in other words, U -- U-Haul hadn't**

5 **done anything to you because, you stated it several**

6 **times, they hadn't taken any action and that sort of**

7 **thing. And -- so that's basically the answer to**

8 **that; is that right?**

9 A. Yeah. Well --

10 MR. CULBREATH: Object to the form.

11 BY MR. TAYLOR:

12 **Q. Okay.**

13 A. They -- they took the -- the contract,

14 reviewed the contract, and that's it.

15 **Q. Everything is fine?**

16 A. I mean, I -- everything is legal.

17 **Q. Okay. Okay. All right. I -- I just --**

18 **I'm -- I'm getting near the end here. So I have to**

19 **put this on the record just to get a response. So**

20 **you, El Cheapo, and Reginald Morton are all sticking**

21 **together on this case; is that right?**

22 MR. CULBREATH: Object --

23 THE WITNESS: No.

24 MR. CULBREATH: -- to the form.

25

1 BY MR. TAYLOR:
2 **Q. No?**
3 A. No.
4 **Q. U-Haul is paying all of the Bryan Cave Law**
5 **Firm lawyer fees; is that right? I mean, that --**
6 MR. CULBREATH: That's -- that's an
7 improper question, Mr. Taylor.
8 MR. TAYLOR: Okay. You say it's an
9 improper question. Okay. We'll argue about that
10 later. So you don't want him to answer that and
11 don't want me to ask it; is that right?
12 MR. CULBREATH: That's right.
13 MR. TAYLOR: Okay.
14 MR. CULBREATH: You can ask it. I'm
15 going to tell him not to answer it.
16 MR. TAYLOR: Okay. I gotcha. So --
17 all right. Okay. Very well.
18 BY MR. TAYLOR:
19 **Q. And that -- the next question would have**
20 **been the same. U-Haul is paying for all of**
21 **Gallivan, White & Boyd's law firm fees; is that**
22 **right? But he already said it's an improper**
23 **question and he's going to instruct you not to**
24 **answer. So -- okay.**
25 **And you -- you already told me U-Haul took**

1 no action against you. That was the next one. So
2 I'll just put a check there because you already
3 answered that.
4 And the next question is -- would have
5 been so you still say U-Haul, El Cheapo, and
6 Reginald Morton are not sticking together because
7 you just said no to that question, right? You all
8 are not sticking together on this case?
9 A. No.
10 Q. Okay. That's all the answer. All right.
11 I'm going to try to go up here fast here.
12 MR. TAYLOR: If this is an improper
13 question, you can just say so and we'll argue about
14 it later.
15 BY MR. TAYLOR:
16 Q. How much of these law firm attorney fees
17 have you paid out of your pocket to date?
18 A. How much I paid them?
19 Q. Yes.
20 A. Well, this is -- this is -- this is U-Haul
21 they hired them.
22 Q. I'm asking you.
23 A. I did not pay nothing.
24 Q. Okay. I want you to look at Item No. 17
25 here. We're getting to the end. Now, see, this is

1 very thick. So we can -- let's see can I get this
2 here off. I had to have somebody help me put this
3 on to hold everything -- let me -- let me go right
4 past here. I don't want to get in the way of my
5 questions here. My hand is killing me.
6 This will be No. 22. Let me see where --
7 hold on. Hold on just a second. Well, let me --
8 let me hold on that just one second here. I think I
9 can turn this one down. Okay. I haven't got to
10 that one yet.
11 Well, you probably can answer this
12 question, but I -- it says I want you to look at
13 Item No. 17 again and tell me if you see the bail
14 bondsman and Sumter County sheriff's card on the
15 bottom, but Item No. 17, if you can just answer that
16 question if you see No. 17, Item No. 17?
17 MR. CULBREATH: That's 17 right
18 there.
19 MR. TAYLOR: Okay. All right.
20 MR. CULBREATH: There's a note.
21 MR. TAYLOR: Put that aside. Okay.
22 Okay. All right. We can go right ahead. I'm
23 sorry. That -- maybe I should have changed that
24 when this was done, but what -- but it's -- I can
25 skip over that.

1 BY MR. TAYLOR:

2 **Q. Are you aware that drug dealer and bail**
3 **jumper Reginald Morton jumped bail from South**
4 **Carolina on 6-1-13 in a U-Haul truck? Are you aware**
5 **that he jumped bail from South Carolina?**

6 A. No, I don't know.

7 MR. CULBREATH: Object to the form.

8 MR. TAYLOR: Object to the form.

9 Okay.

10 BY MR. TAYLOR:

11 **Q. Did Reginald Morton told you that he was**
12 **going to jump bail from South Carolina to Maryland**
13 **in the U-Haul truck on 6-1-13? Did he tell you**
14 **that?**

15 A. Did he take me there?

16 **Q. No. Did Reginald Morton told you that he**
17 **was going to jump bail from South Carolina to**
18 **Maryland in the U-Haul truck back on 6-1-13?**

19 A. No.

20 **Q. No, he didn't tell you that. Okay. Were**
21 **you -- were you aware that bail bondsman and**
22 **sheriff's office on the bottom of Item No. 18?**
23 **Let's see number -- Item No. 18 again.**

24 MR. CULBREATH: There's 18.

25

1 BY MR. TAYLOR:
2 **Q. 18. Okay. All right. We'll go over**
3 **that. I'll just ask the question. Were you aware**
4 **that the bail bondsman and sheriff's office was**
5 **looking for drug dealer and bail jumper Reginald**
6 **Morton after 6-1-13? Did you aware that the**
7 **sheriff's office and the bail bondsman was looking**
8 **for Reginald Morton?**
9 A. No, I don't.
10 MR. CULBREATH: Object to the form.
11 MR. TAYLOR: Object to the form?
12 MR. CULBREATH: Yes.
13 BY MR. TAYLOR:
14 **Q. All right. Have you any kind of**
15 **communication with Reginald Morton since 6-1-13?**
16 A. No.
17 **Q. Do you know where Reginald Morton is?**
18 A. No.
19 **Q. Is drug dealer and bail jumper Reginald**
20 **Morton going to testify in this case as a witness**
21 **for you and El Cheapo?**
22 MR. CULBREATH: Object to the form.
23 MR. TAYLOR: Object to the form.
24 BY MR. TAYLOR:
25 **Q. Can you answer it? Do you know whether**

1 he's going to testify? If you know, you can say,
2 "Well, yes, I know that he's going to testify." If
3 your knowledge say you don't know, just whatever
4 your knowledge tells you. Does -- do you know that
5 he --
6 A. I don't know.
7 Q. You don't know?
8 A. I don't know.
9 Q. Okay.
10 A. We never -- we never spoke. I don't -- I
11 don't know the person after that rental.
12 Q. Okay. All right. Have anyone told you
13 drug dealer and bail jumper Reginald Morton is going
14 to testify at your -- as a witness at your trial?
15 Did anybody tell you that Reginald Morton is going
16 to testify or -- you can say yes --
17 A. No.
18 Q. -- or no. No. Nobody told you that,
19 right?
20 A. Huh-uh.
21 Q. Okay. Do you and El Cheapo, meaning you,
22 want drug dealer and bail jumper Reginald Morton to
23 testify as your witness at trial of this case? In
24 other words, does -- is that what you want? You can
25 tell me yes or no.

1 A. No.
2 MR. CULBREATH: Object to the form.
3 THE WITNESS: No.
4 MR. TAYLOR: Object to the form.
5 THE WITNESS: No one told me about
6 this.
7 BY MR. TAYLOR:
8 **Q. You said no. Do you believe and expect**
9 **him to tell the truth, if he do? Do you believe --**
10 **I'm just asking about what you believe now, you. Do**
11 **you believe and expect Reginald Morton, bail jumper**
12 **and drug dealer, to tell the truth if he testified**
13 **for you? I'm just asking what you expect him to do.**
14 **Do you expect him to tell the truth?**
15 A. I don't know --
16 MR. CULBREATH: Object to the form.
17 THE WITNESS: -- the person.
18 BY MR. TAYLOR:
19 **Q. Oh, you don't know the person.**
20 A. I mean, I -- he rented -- he rented the --
21 MR. TAYLOR: You objected?
22 MR. CULBREATH: I did object.
23 THE WITNESS: I don't know his
24 personality. I mean, a customer walk in with --
25 with a legal document.

1 BY MR. TAYLOR:
2 **Q. I'll --**
3 A. And, you know, I rented him the truck and
4 he left. Now, if he was sick, he wasn't sick, if
5 he's honest, he's not honest, I mean, how do I know?
6 **Q. Good enough. And I'm just asking the**
7 **question and then get a quick answer and we'll move**
8 **on because a lot of them I expect you wouldn't know,**
9 **but I have to ask the question.**
10 **So if Reginald Morton said you did not**
11 **rent him the U-Haul truck on back -- 6-1-13, is he**
12 **lying? If -- if he said, "Well, Mr. Rahal didn't**
13 **rent me the truck," is he lying or is he telling the**
14 **truth?**
15 MR. CULBREATH: Object to the form.
16 THE WITNESS: If he said he
17 doesn't -- he didn't rent the truck?
18 BY MR. TAYLOR:
19 **Q. If he said you didn't rent him a truck, is**
20 **that the truth or you rented him a truck?**
21 A. I rented him the truck.
22 **Q. Okay. Good enough. Anyone else who say**
23 **and advocate the same story, in other words, if**
24 **anyone else say that you did not rent Reginald**
25 **Morton a truck, that is not the truth, is it?**

1 A. No.
2 Q. Okay. Okay. Now, let's see. Boy, my --
3 my head and back is killing me. It's about to bust.
4 Okay. About the mail. Okay. Here is where we --
5 right here. No. 22. Okay. Here is where we are.
6 No. 22. One here -- oh, I don't want to give you
7 mine. I think you had already put a sticker on No.
8 22.
9 COURT REPORTER: Or I was going to
10 take -- what do you want me to do --
11 MR. TAYLOR: Okay.
12 COURT REPORTER: -- with No. 22?
13 MR. TAYLOR: Let me see. Let me see
14 that one.
15 COURT REPORTER: What you don't want
16 marked I can cross out.
17 MR. TAYLOR: Okay. I know what it
18 is. 22. That's 23. This is 22. And let's mark
19 this 23. And this is 22. There we go. You got --
20 COURT REPORTER: Mark this as No. 22?
21 MR. TAYLOR: Yes. That's the actual
22 -- here is the --
23 MR. CULBREATH: What's what?
24 MR. TAYLOR: Let -- let's use that
25 one there. I'll keep --

1 MR. CULBREATH: Okay.
2 MR. TAYLOR: -- 22 here so we can
3 stay on track there. Like I said, I've been under a
4 lot of stress. So I might have made a mistake here.
5 I'm surprised I didn't make more than that. Okay.
6 No. 22. This is 22. My question is I'm handing
7 you four pieces of mail -- let me see. Okay. I
8 know what it is now. 22, 23. There is 23. This is
9 20 -- 22.
10 (Exhibit Nos. 22 and 23 were marked for
11 identification.)
12 MR. TAYLOR: This is 24.
13 (Exhibit No. 24 was marked for
14 identification.)
15 MR. TAYLOR: 23, 22, 24. And this is
16 25.
17 (Exhibit No. 25 was marked for
18 identification.)
19 MR. CULBREATH: So we have four
20 envelopes?
21 MR. TAYLOR: Yes. That's what it
22 says here.
23 BY MR. TAYLOR:
24 **Q. I'm handing you four pieces of regular**
25 **mail in white envelopes, No. 22 to 25. That's --**

1 A. Uh-huh.
2 **Q. -- what that is?**
3 A. Uh-huh.
4 **Q. Is each address on the -- is each**
5 **address -- is each one addressed to Roy Rahal, 390**
6 **South Guignard Drive, Sumter, South Carolina 2914?**
7 **Is each of one of those pieces of mail addressed to**
8 **your address?**
9 A. Yes, sir.
10 **Q. Okay. All right. Is your correct name**
11 **and address on each one?**
12 A. Yes, sir.
13 **Q. Do you recognize that each one was**
14 **returned to me?**
15 A. Yes, sir.
16 **Q. Do you have any knowledge as to why each**
17 **one was returned to me?**
18 A. Because I -- I -- I don't want to receive
19 them.
20 **Q. Okay. The handwriting on Item No. 20 says**
21 **return -- return to sender. Is that your**
22 **handwriting on No. 20?**
23 MR. CULBREATH: On 20? This is 20.
24 BY MR. TAYLOR:
25 **Q. I mean, look at the ones there.**

1 A. You're talking about this?
2 Q. The handwriting, is that your handwriting?
3 A. No.
4 Q. All right. Okay.
5 A. Neither this one.
6 MR. CULBREATH: Make sure you
7 identify what document you're --
8 BY MR. TAYLOR:
9 Q. Okay. Okay. But -- let's move on to the
10 brown ones because you have basically answered the
11 question that you returned them. And it was you who
12 returned them; is that right?
13 A. Yes, sir.
14 Q. Because you didn't want to receive them?
15 A. No. No.
16 Q. Okay. About the four big brown envelopes.
17 Let's see here.
18 MR. TAYLOR: 26.
19 (Exhibit No. 26 was marked for
20 identification.)
21 MR. TAYLOR: 27.
22 (Exhibit No. 27 was marked for
23 identification.)
24 MR. TAYLOR: 28.
25 (Exhibit No. 28 was marked for

1 **identification.)**
2 **MR. TAYLOR: 29.**
3 **(Exhibit No. 29 was marked for**
4 **identification.)**
5 MR. TAYLOR: I think that's 30 one,
6 and two also we can put in. All right. Now I'll
7 run down and ask my questions and we -- you got all
8 those labeled? Okay.
9 BY MR. TAYLOR:
10 **Q. My question. I'm handing you four brown**
11 **envelopes, 26 through 29.**
12 MR. CULBREATH: You need to --
13 MR. TAYLOR: I apologize. I
14 apologize, Mr. Culbreath.
15 BY MR. TAYLOR:
16 **Q. 26 through 29, that's what you got?**
17 MR. CULBREATH: Take a minute and
18 look through those.
19 BY MR. TAYLOR:
20 **Q. Okay. I'm handing you four, 26 through**
21 **29. Is each address to Roy Rahal, El Cheapo, at 390**
22 **South Guignard Drive, Sumter, South Carolina?**
23 A. Uh-huh.
24 **Q. Okay. Is that correct name and address on**
25 **each one?**

1 A. Yes.
2 **Q. Do you recognize that each one was**
3 **returned to me?**
4 A. Yes.
5 **Q. Do you have any knowledge as to why each**
6 **one was returned to me?**
7 A. Because I felt that somebody is trying to
8 scam me.
9 **Q. Okay. All right. So you didn't want to**
10 **receive the mail?**
11 A. No.
12 **Q. Okay.**
13 A. No. I don't want to waste my time, to be
14 honest.
15 **Q. The handwriting on each Item 24**
16 **says refused. The handwriting on those, is that**
17 **your handwriting?**
18 A. No, it's not.
19 **Q. Not -- that's not your handwriting?**
20 A. No. Just the mail, I tell him you just --
21 **Q. Okay.**
22 A. -- take it out, I don't want to receive
23 it.
24 **Q. And the only next question is about it**
25 **being certified, but you already said you didn't**

1 **want to receive the mail?**
2 A. No.
3 **Q. Okay.**
4 A. From this -- from this person.
5 **Q. All right.**
6 A. From Mr. Taylor, which --
7 **Q. Okay. Okay.**
8 A. -- you know, now I know it's you.
9 **Q. Yeah. Okay. That's fine. Okay. I can**
10 **skip all those questions. Now, No. 30. Now we're**
11 **back on track.**
12 MR. TAYLOR: No. 30, sir. And -- and
13 that's -- I'm going to turn all of these down. And
14 since we done breezed through them it doesn't really
15 matter whether they are in order or not. We'll do
16 that later when trial comes.
17 (Exhibit No. 30 was marked for
18 identification.)
19 BY MR. TAYLOR:
20 **Q. Okay. Let me continue. Look at Item No.**
21 **30. Did the Sumter County sheriff's office**
22 **eventually serve the amended suit on you on 4-1-14?**
23 **You can look at that and see. You just said you**
24 **returned the mail from me because you didn't want to**
25 **receive it. So I'm asking you did the sheriff**

1 **eventually caught up with you and served this?**
2 A. Yes.
3 **Q. Okay. The answer is yes.**
4 MR. CULBREATH: And just for the
5 record, you said 4-1-14. It is actually 4-14-2014,
6 according to what the document says.
7 MR. TAYLOR: Oh, okay. Well, I -- I
8 -- I -- my eyes, I can't hardly see. My headache
9 and blood pressure is so high. So I will take it as
10 what you said it is.
11 BY MR. TAYLOR:
12 **Q. Did they find you at 390 South Guignard**
13 **Drive, Sumter, South Carolina?**
14 A. Yes.
15 **Q. Is the store El Cheapo still located at**
16 **390 South Guignard Drive, Sumter, South Carolina?**
17 A. Yes.
18 **Q. You are still the manager there, aren't**
19 **you?**
20 A. No.
21 **Q. You're not working there anymore?**
22 A. No, I'm not there anymore.
23 **Q. When did you leave?**
24 A. I'm -- I get a surgery last month.
25 **Q. So you don't work there anymore?**

1 A. No.
2 **Q. You're not the manager there anymore?**
3 A. No.
4 **Q. When was your last day there, do you know?**
5 **About how long?**
6 A. April 1.
7 **Q. April 1 of this year?**
8 A. Uh-huh.
9 **Q. You've -- you ain't been back -- I mean,**
10 **you hadn't worked there since?**
11 A. No, I haven't been working anywhere.
12 **Q. Okay. All right. Do you intend to go**
13 **back there as the manager?**
14 A. Well, if I want to. I mean, I'm not
15 intending to go back to work now because, you know,
16 I just -- my back is hurting me too much and I'm --
17 I'm thinking to drive a semi.
18 **Q. So you just --**
19 A. So --
20 **Q. Okay. So --**
21 A. So I don't know. It's --
22 **Q. Okay. Okay. That's good enough.**
23 A. If -- if -- I didn't decide yet.
24 **Q. That's --**
25 A. But, you know, for now I'm not planning

1 to.

2 **Q. Okay. I can put this document aside**

3 **because that's all the questions I have for that.**

4 **This is my copy.**

5 MR. TAYLOR: This is No. 31, sir.

6 (Exhibit No. 31 was marked for

7 identification.)

8 BY MR. TAYLOR:

9 **Q. I want to show you Item No. 31 and then**

10 **I'll ask my question.**

11 MR. TAYLOR: And as you can see,

12 Mr. Brogdon, there I'm getting to the end there.

13 This is real thick.

14 MR. CULBREATH: And for the record, I

15 don't believe we've received this document in our

16 office. Have you seen this before? Doesn't look

17 familiar. Stamped June 1.

18 MR. BROGDON: Yesterday.

19 MR. CULBREATH: Stamped yesterday.

20 Okay.

21 MR. TAYLOR: I'm just going to ask

22 him a few questions --

23 MR. CULBREATH: Okay.

24 MR. TAYLOR: -- about it. Did he

25 look at it? I'm going to ask him a question.

1 BY MR. TAYLOR:

2 **Q. Can I proceed to ask the question?**

3 A. Just -- okay.

4 **Q. My question is -- and I'm just looking for**

5 **an answer. I want to show you Item 31 and ask you**

6 **were you apprised of the outrageous and devastating**

7 **effect the IIED, that stands for inflection of**

8 **emotional distress, is having on me, especially on**

9 **my heart? I'm asking you were you apprised of that?**

10 **You can say yes or no. Or you can say, "I'm**

11 **apprised of it now," or whatever.**

12 A. No. I see it in June 11. I rented the

13 truck in June 1 and then returned the truck in June

14 5. So that's a week after everything is done.

15 **Q. So can I --**

16 A. I mean, what -- I mean, what --

17 **Q. I'm ask --**

18 A. What are you asking me?

19 **Q. Are you apprised of that? Say --**

20 A. Apprised?

21 **Q. Are you --**

22 A. Feeling sorry you mean?

23 **Q. No. That you have knowledge of that is**

24 **what I'm asking?**

25 A. No, I don't.

1 **Q. Okay.**
2 A. No, I don't.
3 **Q. As of today do you have knowledge of that?**
4 A. Now you show it to me.
5 **Q. So you do have knowledge as of today is**
6 **what you're saying?**
7 A. Right. Yeah. Now you -- now you showing
8 me some --
9 **Q. Okay. That's all --**
10 A. -- hospital papers, yes.
11 **Q. Okay. When you were in notice of this**
12 **Item 31 what did you, El Cheapo, do about it? Well,**
13 **obviously you did nothing about it, right?**
14 MR. CULBREATH: Well, I'm going to
15 object to the form because their counsel hasn't even
16 received this document.
17 MR. TAYLOR: Okay. All right. All
18 right. Fair enough. All right. I will skip the
19 next questions. Really that's fair what you said.
20 BY MR. TAYLOR:
21 **Q. I want to show you Item 32 and ask -- I've**
22 **just got to get these in. This is my copy.**
23 MR. TAYLOR: That is the court's
24 copy. And this is --
25 (Exhibit No. 32 was marked for

1 identification.)
2 MR. TAYLOR: It will be -- it will
3 just be a couple questions on that. It's --
4 MR. CULBREATH: And for the record,
5 this is another document that we have not received.
6 MR. TAYLOR: Well, let -- let me ask
7 the question like I did before and then you respond
8 the same way. That's all. I just want to ask the
9 question because if I don't ask the question, then I
10 can't expect an answer. It's the same as the other
11 date. So the answer would be the same. It will be
12 a short couple questions?
13 MR. CULBREATH: Have you reviewed it?
14 Oh, I'm sorry.
15 THE WITNESS: No, I've never seen it.
16 MR. CULBREATH: Here you go. Here
17 you go.
18 THE WITNESS: I mean, I never --
19 BY MR. TAYLOR:
20 **Q. I'm going to let you flip through those**
21 **and then I'll ask my question.**
22 A. Okay. This is --
23 **Q. The document really speaks for itself, but**
24 **I just want to ask a couple questions. We won't**
25 **spend long on it. Oh, my back is killing me and --**

1 **and my head is about to burst.**
2 A. Okay. This is hospital bills. That's
3 what I see.
4 **Q. You can just flip through them and see**
5 **what they are or when you --**
6 A. Huh?
7 **Q. When you tell me you're done I'll ask the**
8 **question.**
9 A. Okay. Okay. This is from December of --
10 the September 5, 2013, all the way to up to date, I
11 guess. That's way before we rented the truck.
12 Okay.
13 **Q. Let me just ask my few couple questions**
14 **and then we'll move on.**
15 A. Sure.
16 **Q. That's why I bunched them all together,**
17 **because they are not things that you would need to**
18 **go through individually. They are all --**
19 A. No. No.
20 **Q. -- in one set.**
21 A. I mean --
22 **Q. Just -- just to clarify. Let me ask the**
23 **question. I want to show you Item 32 and ask you**
24 **were you aware of the outrageous and devastating**
25 **effect the IIED is having on me, especially the**

1 **medical bills, cost, et cetera? If you are aware,**
2 **say, "Yes, I'm aware," or, "No, I'm not aware"?**
3 A. Say that again. I'm sorry.
4 **Q. I'm asking you are you aware -- all of**
5 **those are hospital bills, medical bills, doctor**
6 **bills. They are very thick where --**
7 A. Right.
8 **Q. -- all of this stress that I've been under**
9 **because I could not receive my medication because**
10 **Reginald Morton took the truck you rented him and**
11 **come and tore up my house. So these doctor bills**
12 **resulted from the stress when I couldn't get**
13 **compensation. So I'm asking you are you aware of**
14 **those doctor bills? You wouldn't because you just**
15 **got them today.**
16 A. Yeah, I just --
17 MR. CULBREATH: And I'm going to
18 object --
19 THE WITNESS: -- saw them.
20 MR. CULBREATH: -- to the form
21 because --
22 MR. TAYLOR: Okay. Okay. All right.
23 All right. So --
24 MR. CULBREATH: -- you can't
25 establish the causal relation.

1 BY MR. TAYLOR:
2 **Q. Are you aware of that as of today then?**
3 A. Yeah. Now --
4 MR. CULBREATH: Same objection.
5 THE WITNESS: -- you've shown it.
6 BY MR. TAYLOR:
7 **Q. Of just -- of the bills is what I'm**
8 **saying?**
9 A. Yes.
10 **Q. Okay.**
11 MR. TAYLOR: You -- you say I can't
12 establish that. I think I can, but we'll move on.
13 I have done. So -- all right. Okay. I can move on
14 now. No. 32. Okay. These are -- let's see here.
15 That was number?
16 MR. CULBREATH: 32.
17 MR. TAYLOR: 32. Okay. Good. All
18 right. Now, let me just move right along. Let me
19 ask you a quick question. Can I proceed?
20 MR. CULBREATH: Sure.
21 BY MR. TAYLOR:
22 **Q. Mr. Rahal, it was drug dealer and bail**
23 **jumper Reginald Morton who came to my rental house**
24 **all high and smoked up on pot, et cetera, driving**
25 **the U-Haul truck and intentionally tore up my house**

1 **with the U-Haul truck you rented on 6-1-3. My**
2 **question is are you now at this moment aware of**
3 **that?**
4 MR. CULBREATH: Object to the form.
5 You can answer the question.
6 BY MR. TAYLOR:
7 **Q. Are you aware of --**
8 A. Yeah.
9 **Q. -- that as of now?**
10 A. As of now, yes.
11 **Q. Okay. You wasn't aware of that before?**
12 MR. CULBREATH: I object to the
13 predicate that existed before he answered the
14 question.
15 MR. TAYLOR: Okay.
16 MR. CULBREATH: Go ahead.
17 BY MR. TAYLOR:
18 **Q. Are you aware -- you weren't aware of that**
19 **before? You're saying you're aware of it today, but**
20 **you was not aware of that before?**
21 A. I -- I --
22 MR. CULBREATH: Same objection.
23 THE WITNESS: I heard about it before
24 from your letters, but that's -- and I didn't take
25 it serious.

1 BY MR. TAYLOR:

2 **Q. Okay. But you was aware of it through**

3 **today?**

4 A. Now -- now with what you're telling me,

5 what you're showing me, that's -- now I'm aware.

6 **Q. Okay. All right. I'll move on. I'll ask**

7 **this question and then -- I want you to look at Item**

8 **No. 3 again. And my question is did you know that I**

9 **was looking out my side window on Item No. 3 and I**

10 **saw it all with my own two eyes back on 6-1-13?**

11 MR. CULBREATH: Object to --

12 MR. TAYLOR: I want --

13 MR. CULBREATH: -- the form.

14 MR. TAYLOR: Okay. Object to the

15 form.

16 BY MR. TAYLOR:

17 **Q. My own question, but let -- I just want to**

18 **know in short do you know -- you -- maybe you do and**

19 **maybe you don't. Just say, "I don't know," if you**

20 **don't. Do you know that I was looking out of my**

21 **side window and saw it all, what I just said,**

22 **happen? Do you know that or you don't know that?**

23 A. No, I don't know.

24 MR. CULBREATH: Object to the form.

25

1 BY MR. TAYLOR:

2 **Q. Okay. Did drug dealer and bail jumper**
3 **Reginald Morton told you I evicted them for his drug**
4 **dialing, illegal guns stored in the house, and for**
5 **non rent payment? Did he tell you that?**

6 MR. CULBREATH: Object to the form.

7 THE WITNESS: No, he did not.

8 BY MR. TAYLOR:

9 **Q. No, he did not. Okay. That's -- that's**
10 **good. Did drug dealer and bail jumper Reginald**
11 **Morton told you that he was seething mad and angry**
12 **at me for evicting them and to get revenge he was**
13 **going to intentionally tear up my house with your**
14 **U-Haul rental truck? Did he tell you that?**

15 MR. CULBREATH: Object to the form.

16 You can answer.

17 BY MR. TAYLOR:

18 **Q. No, he --**

19 A. No, he did not.

20 **Q. -- didn't tell you? Okay. Did he told**
21 **you that after he did that he was going to jump bail**
22 **from South Carolina to Maryland in the truck? Did**
23 **he tell you that?**

24 MR. CULBREATH: Object to the form.

25 THE WITNESS: No.

1 BY MR. TAYLOR:

2 **Q. No. Did drug dealer and bail jumper**
3 **Reginald Morton told you the United States federal**
4 **ATF police came around March, April 2013 and**
5 **surrounded his house and confiscated a bunch of**
6 **illegal guns and drugs, et cetera, and arrested**
7 **Reginald Morton on those charges and other warrants?**
8 **Did he tell you that?**

9 MR. CULBREATH: Object to the form.

10 BY MR. TAYLOR:

11 **Q. No?**

12 A. No.

13 **Q. Did drug dealer and bail jumper Reginald**
14 **Morton told you he was going to hit my house more**
15 **than once with your U-Haul truck to make certain he**
16 **tore it up? Did he tell you that?**

17 A. No, he didn't.

18 MR. CULBREATH: Object to the form.

19 MR. TAYLOR: Object to the form.

20 BY MR. TAYLOR:

21 **Q. Did drug dealer and bail jumper Reginald**
22 **Morton told you he was going to inflict severe pain**
23 **on me for convicting them? Did he tell --**

24 A. No, he didn't.

25 **Q. -- you that?**

1 MR. CULBREATH: Object to the form.
2 MR. TAYLOR: Object to the form.
3 Okay.
4 BY MR. TAYLOR:
5 **Q. Did you know that you, El Cheapo, have**
6 **given about three different addresses for drug**
7 **dealer and bail jumper Reginald Morton and Odell**
8 **Morton in this case and they all have been false**
9 **addresses? Did you know that? If you know that,**
10 **say, "Yes, I know that." If you don't know it, say,**
11 **"No, I don't know that."**
12 MR. CULBREATH: Object to the form.
13 THE WITNESS: I don't know that.
14 BY MR. TAYLOR:
15 **Q. You don't know that. Okay. I want you to**
16 **look at address on Item No. 33.**
17 MR. TAYLOR: This is No. 33. Oh, I'm
18 sorry, Mr. Culbreath.
19 (Exhibit No. 33 was marked for
20 identification.)
21 BY MR. TAYLOR:
22 **Q. That's Item No. 33. And then I'll ask my**
23 **question. Look at Item No. 33. Can I -- and you**
24 **tell me when to ask the question. Just the**
25 **highlighted portion. That's the only thing that's**

1 relevant. So you won't have to spend looking all
2 over the page. Just look at the highlight portion.
3 I've only got a couple more and then we're done.
4 Just the highlight portion.
5 A. Okay.
6 Q. Can I ask the question now?
7 A. Yes.
8 Q. All right. My question is do you see the
9 address given in the first one as the correct
10 address?
11 A. As the correct address?
12 Q. Hold on just a second. What number is
13 that?
14 A. 33.
15 Q. No. 33. And let's see. No. 33 and No.
16 34.
17 MR. TAYLOR: I want to go ahead and
18 put No. 34 in, please, sir. No. 34.
19 (Exhibit No. 34 was marked for
20 identification.)
21 BY MR. TAYLOR:
22 Q. And this one, Mr. Rahal, you can look at.
23 And that's No. 34. Is that what that is? No. 33
24 and 34 you have. I'll ask the question. Are you
25 ready for the question? All you've got to do is

1 just look at the highlight and then I'll ask my
2 question and then you can answer it. I'm trying to
3 move this along.
4 A. Okay.
5 Q. My question is do you see the address
6 given in the first one -- that's the first one.
7 Just look at the numbers on the bottom.
8 A. Okay.
9 Q. As the correct address for drug dealer and
10 bail jumper Reginald Morton and Odell Morton?
11 MR. CULBREATH: Object to the form.
12 BY MR. TAYLOR:
13 Q. Is the same address --
14 MR. TAYLOR: Object to form?
15 MR. CULBREATH: Uh-huh.
16 BY MR. TAYLOR:
17 Q. Is the same address on the second one,
18 which mail was returned. This was a false address.
19 Just look at them and I'm just asking you do you see
20 them?
21 A. Yeah, I see them.
22 Q. You see that. Okay. And my question was
23 do you see that. Okay. No. 35 and I'll move right
24 along. I think there's 37 in all. 35. That's
25 mine. This is the court's -- I meant yours. And

1 **this is --**

2 **(Exhibit No. 35 was marked for**

3 **identification.)**

4 MR. CULBREATH: It's already been

5 marked as an exhibit.

6 MR. TAYLOR: Well, let's see.

7 MR. CULBREATH: It's already been

8 marked as an exhibit.

9 MR. TAYLOR: Yes. But I'm fixing to

10 ask him questions about this up here. I realize

11 that you are correct.

12 MR. CULBREATH: So you're marking the

13 same document twice.

14 MR. TAYLOR: Well, only for this

15 purpose to make it simple here. And I --

16 MR. CULBREATH: Is -- is there any

17 difference between the two documents?

18 MR. TAYLOR: No, there is no

19 difference in the two documents other than I just

20 wanted to keep this to itself.

21 MR. CULBREATH: Okay.

22 MR. TAYLOR: And then when we get to

23 trial I won't use but one document, if I use --

24 MR. CULBREATH: If they are

25 altered --

1 MR. TAYLOR: -- any of them.
2 MR. CULBREATH: Is one -- is -- there
3 it is. It's --
4 MR. TAYLOR: Yeah.
5 MR. CULBREATH: Previously it's
6 marked as Exhibit 12.
7 MR. TAYLOR: Okay. Well, just mark
8 that one for the purposes of the hearing. We'll
9 deal with that later so I can stay on track here.
10 MR. CULBREATH: Okay. So it's got
11 additional lines on this one.
12 MR. TAYLOR: Okay. Okay.
13 MR. CULBREATH: All right.
14 MR. TAYLOR: I make so many copies,
15 you know, and put stamps on saying different things.
16 BY MR. TAYLOR:
17 **Q. Okay. Can I ask the question?**
18 A. Okay.
19 **Q. Do you see that it is the same as the --**
20 **the other, but this one has a different city?**
21 A. Uh-huh.
22 **Q. I just want to point out and ask you do**
23 **you see the difference in the addresses that they**
24 **are --**
25 A. Yeah.

1 **Q. -- correct? The other two -- just look at**
2 **the other two and you'll see.**
3 A. It's Oxon Hill.
4 **Q. Yeah. And you'll see it's the same**
5 **address as this one right here on No. -- on Item**
6 **No. -- you -- let me see. Did you get my copy? I**
7 **think you took the one out of my hand. That was No.**
8 **35.**
9 MR. CULBREATH: I don't have a 35.
10 You mean this one?
11 MR. TAYLOR: Yeah. Now, did you put
12 a sticker on No. 35 on there?
13 MR. CULBREATH: I don't have a 35
14 here.
15 MR. TAYLOR: Look in -- ask him does
16 he have 35. I think he has it.
17 THE WITNESS: No. 35 was here.
18 MR. TAYLOR: Did you put --
19 MR. CULBREATH: It looks --
20 MR. TAYLOR: -- a sticker on No. 35?
21 MR. CULBREATH: It looks like that
22 one.
23 MR. TAYLOR: He said he put a sticker
24 on 35.
25 MR. CULBREATH: Here it is.

1 MR. TAYLOR: Okay. And we'll deal --
2 deal with the double -- I take your point.
3 BY MR. TAYLOR:
4 **Q. I'm just pointing out there that the other**
5 **two that you looked at with the address is the same**
6 **address. It's just a few numbers different?**
7 A. Right.
8 **Q. I just want to make --**
9 A. It's just --
10 **Q. I just want to make --**
11 A. -- different city.
12 **Q. Yeah. I just want to make sure you saw**
13 **that.**
14 A. Okay.
15 **Q. They are false addresses, but I wanted to**
16 **make sure you saw that.**
17 MR. CULBREATH: Object to the form.
18 MR. TAYLOR: Well, they are -- okay.
19 They are not correct, but okay.
20 BY MR. TAYLOR:
21 **Q. My question now is are you -- my -- I have**
22 **to ask this question. Are you part of a ring and**
23 **effort in the defense of this case to help provide**
24 **false addresses for drug dealer and bail jumper**
25 **Reginald Morton? Are you --**

1 MR. CULBREATH: I'm going to object
2 to the form. If you're accusing us of some --
3 MR. TAYLOR: No. No. No. No.
4 MR. CULBREATH: -- wrongdoing, then
5 you need to look me in the eye and tell me you're
6 doing it.
7 MR. TAYLOR: No. No. I'm asking a
8 question to Mr. Roy Rahal.
9 THE WITNESS: Well, you're accusing
10 me.
11 BY MR. TAYLOR:
12 **Q. I'm -- I just want to ask my questions.**
13 **I'm not accusing --**
14 A. I understand, but --
15 **Q. I'm not accusing him or anyone else of**
16 **anything. I thought I was asking you a question.**
17 A. Okay.
18 MR. TAYLOR: Is that all right with
19 you?
20 MR. CULBREATH: You can ask it. I'll
21 ask you about it in your deposition which you're --
22 MR. TAYLOR: All right.
23 MR. CULBREATH: -- accusing.
24 BY MR. TAYLOR:
25 **Q. Okay. I just want to -- I just want to**

1 **know whether you are part of anything to help --**
2 A. No, I'm not.
3 **Q. -- hide the -- because the addresses is**
4 **not correct because all the mail come back.**
5 **Obviously it's not correct. I just want to know is**
6 **you -- first of all, is you aware of that, they are**
7 **not correct? And you -- all the mail come back.**
8 **Okay.**
9 A. Now I'm aware, but --
10 **Q. Okay. Now you are.**
11 A. -- I don't know about these things.
12 **Q. But you --**
13 A. I have nothing to do with that.
14 **Q. Oh, you had nothing to do with that?**
15 A. No.
16 **Q. Okay. All right. Good.**
17 MR. TAYLOR: Let me just make it
18 clear for the record here. I'm not accusing anybody
19 of anything. I'm just trying to ask Mr. Rahal some
20 questions. I just wanted to put that on the record.
21 MR. CULBREATH: I understand, but we
22 get your filings that say the lawyers have committed
23 perjury and other things that you file. And so
24 we'll talk about that in your deposition.
25 MR. TAYLOR: Okay. Okay.

1 MR. CULBREATH: But if you're going
2 to -- if you're going to say those things in
3 writing, you'll have to back them up.
4 MR. TAYLOR: All right. Can I just
5 finish?
6 MR. CULBREATH: You can finish.
7 BY MR. TAYLOR:
8 Q. 35. So you said you are not a part of
9 anything to give --
10 A. No.
11 Q. -- a false address? Okay. Well, let me
12 phrase my question slightly different out of respect
13 for Mr. Culbreath and what he just said. So I'll
14 read my question a little bit different. This is
15 the next one.
16 Are you part of anything to help hide the
17 exact location whereabouts of drug dealer and bail
18 jumper Reginald Morton in Maryland? You're not part
19 of anything --
20 A. No.
21 Q. Okay. Item 36. There's only two more
22 left. So if I don't drop dead before I finish
23 because I feel like I'm going to drop dead behind my
24 head is hurting like somebody hit me with a hammer.
25 Let's see.

1 MR. TAYLOR: No. 36, sir. One for
2 you.
3 (Exhibit No. 36 was marked for
4 identification.)
5 MR. CULBREATH: And just for the
6 record, I object to the additions it looks like, not
7 only the lines, but the labeling and other things
8 that we see consistent with other documents that are
9 filed in this case.
10 MR. TAYLOR: Okay.
11 MR. CULBREATH: That would be
12 improper under the rules of evidence and this
13 document would not be admissible at trial.
14 MR. TAYLOR: Right. Okay. When I
15 bring the documents to trial I'll bring each one of
16 these. I did this for simplicity's sake so that we
17 wouldn't --
18 MR. CULBREATH: I understand, but --
19 MR. TAYLOR: -- have to be here all
20 day, but you --
21 MR. CULBREATH: But the labels, they
22 are not admissible at trial either.
23 MR. TAYLOR: Right. Right. Okay.
24 I'll -- I'll find -- okay. I -- I got your point.
25 I -- I understand. I'll just -- can I then ask a

1 question?
2 MR. CULBREATH: Sure.
3 MR. TAYLOR: Okay. That's very well,
4 Mr. Culbreath.
5 BY MR. TAYLOR:
6 **Q. Oh, I'm going to drop dead. Look at Item**
7 **No. 36. And my question is -- are you ready?**
8 A. Yes.
9 **Q. Are -- are you part of anything in the**
10 **defense of this case to hide drug dealer and bail**
11 **jumper Reginald Morton up there somewhere in**
12 **Maryland from South Carolina law authorities by**
13 **providing or helping to provide false addresses, yes**
14 **or no?**
15 A. No.
16 MR. CULBREATH: Object to the form.
17 MR. TAYLOR: No. Object to the form.
18 BY MR. TAYLOR:
19 **Q. And the next question is simply you**
20 **already said you're not part of anything to hide him**
21 **from the bail bondsman either then?**
22 A. No.
23 **Q. Okay. All right.**
24 MR. TAYLOR: Object -- you didn't
25 object to that form. I just asked him that. I've

1 not crossed that because you didn't.
2 BY MR. TAYLOR:
3 **Q. I did -- just -- just a question. Did**
4 **drug dealer and bail jumper Reginald Morton brag to**
5 **you too about fathering over 25 children all with**
6 **different mothers? Did he brag to you about that?**
7 A. No.
8 MR. CULBREATH: Object to the form.
9 BY MR. TAYLOR:
10 **Q. Huh?**
11 A. No.
12 **Q. Not --**
13 A. Not ever.
14 **Q. Okay. Now, this one says are you planning**
15 **on drug dealer and bail jumper Reginald Morton being**
16 **your witness at trial of this case?**
17 MR. CULBREATH: Objection. Asked and
18 answered.
19 BY MR. TAYLOR:
20 **Q. Okay. Are you -- are you planning that he**
21 **is going to be a witness in this case or you don't**
22 **know?**
23 A. No, I'm not planning and I don't know.
24 **Q. Okay. You don't know.**
25 A. I mean, you know --

1 **Q. All right.**
2 MR. TAYLOR: Did you object to the
3 form of that one?
4 MR. CULBREATH: No, I didn't
5 object --
6 MR. TAYLOR: Okay.
7 MR. CULBREATH: -- to the form of
8 that.
9 BY MR. TAYLOR:
10 **Q. Okay. All right. Let me ask you this**
11 **question. Were you aware that your attorney's law**
12 **firms in this room here today went to Baltimore on**
13 **April 24, 2015, to -- to deposition drug dealer and**
14 **bail jumper Reginald Morton to be your witness at**
15 **trial of this case? Were you aware that they went**
16 **there and --**
17 A. No, I'm not.
18 MR. CULBREATH: Object to the form.
19 BY MR. TAYLOR:
20 **Q. You're not aware.**
21 MR. TAYLOR: You object to it?
22 MR. CULBREATH: Yeah.
23 BY MR. TAYLOR:
24 **Q. Okay. Okay. Okay. I can ask my next**
25 **question because it's clear in my mind now. I don't**

1 **ask it unless it's clear in my mind. Look at Item**
2 **No. 33 again quickly. And my question is are you**
3 **now aware of that? No. 33.**
4 A. Yes.
5 MR. CULBREATH: What is Item 33?
6 THE WITNESS: Yeah, probably.
7 MR. TAYLOR: That's a false address.
8 And I'm asking is he aware of that as of today. He
9 said he wasn't --
10 MR. CULBREATH: Object to the form.
11 MR. TAYLOR: -- aware of it before.
12 Object to form.
13 BY MR. TAYLOR:
14 **Q. But you said you are not -- you are now**
15 **aware of today that's a false address?**
16 A. Uh-huh.
17 **Q. Huh?**
18 A. Yes. Yes.
19 MR. TAYLOR: Object to form did you
20 say?
21 MR. CULBREATH: Yes, I did.
22 MR. TAYLOR: No. 37. My copy here.
23 Court's copy.
24 (Exhibit No. 37 was marked for
25 identification.)

1 MR. TAYLOR: I'll ask my questions
2 when he looking at that. That's the same --
3 MR. CULBREATH: That's the --
4 MR. TAYLOR: -- as is that one there.
5 MR. CULBREATH: -- check that's --
6 MR. TAYLOR: Oh, no. No. That's
7 what I --
8 MR. CULBREATH: That's the check
9 right here that's --
10 MR. TAYLOR: Right. Right. Right.
11 Okay. Okay. I'll ask my question. It's probably
12 not going to be getting at what you are thinking,
13 but let me -- can I ask the question?
14 THE WITNESS: What is it?
15 BY MR. TAYLOR:
16 Q. **Can I ask the question?**
17 A. Uh-huh.
18 Q. **Look at Item No. 37. And my question.**
19 **Did you receive that check from me 54.44? I mean,**
20 **you're receiving it today I --**
21 MR. CULBREATH: 56.44.
22 MR. TAYLOR: 56.44?
23 THE WITNESS: This -- what's this?
24 MR. CULBREATH: This is your witness
25 fee check.

1 THE WITNESS: Okay.
2 BY MR. TAYLOR:
3 **Q. So you're receiving it today?**
4 A. Yeah, I received it today, yes.
5 **Q. Okay. All right. I lost where it was at**
6 **now. I'm -- do you see my previous balance at the**
7 **top looking at Item No. 37? I'm asking you -- that**
8 **check was for 56.44. And my question to you is do**
9 **you see my previous balance was $61.44; is that**
10 **right?**
11 A. Yes.
12 **Q. Do you realize that I am disabled and live**
13 **on a fixed monthly income? That's my question. Do**
14 **you realize that I'm disabled? I mean, either you**
15 **realize or not. I'm just asking you or do you**
16 **realize that?**
17 A. Yeah. Well, that's what you're saying,
18 yes, today.
19 **Q. Did you realize that --**
20 A. Yes.
21 **Q. -- before today?**
22 A. Not before today, no.
23 **Q. Not before today. Okay.**
24 A. Okay.
25 **Q. Do you see my balance after your check?**

1 **If you look up there, you will see a five dollar**
2 **balance in the corner. Do you see that is only what**
3 **I'm asking?**
4 A. Okay.
5 **Q. Okay.**
6 A. Five dollars.
7 **Q. Do you see that?**
8 A. Uh-huh.
9 **Q. Look at the long yellow line below. You**
10 **see the long yellow line?**
11 A. Uh-huh.
12 **Q. It's a quick question. Do you see what**
13 **the check was for, who paid, it was paid to? You**
14 **see what the check was for and who it was paid to?**
15 A. From you, yes.
16 **Q. Paid to you, right?**
17 A. Uh-huh.
18 **Q. Okay. I want you to look -- this is -- I**
19 **think this is the last one.**
20 MR. TAYLOR: No. 38. I'll let --
21 this will be mine. This will be the court's. And
22 this will be for Mr. Brogdon here.
23 (Exhibit No. 38 was marked for
24 identification.)
25 BY MR. TAYLOR:

1 **Q. No. 38. Can I ask the question?**
2 MR. CULBREATH: Is this part of
3 previous -- what's been previously marked as Exhibit
4 32 or 31?
5 MR. TAYLOR: But this is a different
6 question for this. That's why I separated it out.
7 MR. CULBREATH: But it's -- but it's
8 the same document or has this document changed or
9 different than the ones contained in 32 or 31?
10 MR. TAYLOR: There's a whole bunch of
11 medicals bills. I can't say for sure right now. So
12 let me just ask him the questions and then we can --
13 BY MR. TAYLOR:
14 **Q. Can I ask you the question?**
15 A. Okay.
16 **Q. Do you realize the outrageous stress has**
17 **brought on me nuclear heart problems?**
18 MR. CULBREATH: Object to the form.
19 MR. TAYLOR: Object to form.
20 BY MR. TAYLOR:
21 **Q. I just want to know do you realize that?**
22 **You can say, "Yes, I do," or, "No, I didn't."**
23 A. Yes, I do.
24 **Q. Okay. All right. Look at that same**
25 **document. Do you realize the outrageous nuclear**

1 **stress problem now requires nuclear stress tests for**
2 **me? That's why I was in the hospital last night. I**
3 **mean, not the being in the hospital part.**
4 **My question is do you realize that from**
5 **that document the outrageous nuclear stress heart**
6 **problem now requiring a nuclear stress test? From**
7 **that you do realize that now?**
8 A. Okay.
9 **Q. Yes?**
10 A. Yes.
11 MR. CULBREATH: Object to the form.
12 MR. TAYLOR: Okay. Object to form.
13 BY MR. TAYLOR:
14 **Q. Look at the bottom of 38. Do you realize**
15 **the nuclear stress test require using radioactive**
16 **material in my body? Look at the bottom of it.**
17 A. The bottom? Okay. "An IV will be placed"
18 -- okay.
19 **Q. Okay. You do realize that now, right?**
20 A. Uh-huh.
21 **Q. Okay.**
22 MR. TAYLOR: And this is the last
23 one, gentlemen, thank God. And then we'll let Mr.
24 Brogdon take over. Last one. No. 39, sir.
25 Mr. Brogdon. I meant Mr. Culbreath.

1 (Exhibit No. 39 was marked for
2 identification.)
3 MR. TAYLOR: Now --
4 MR. CULBREATH: I'm going to object
5 to whatever this is. I don't even know what it is.
6 MR. TAYLOR: Okay. All right.
7 MR. CULBREATH: But for the record I
8 object.
9 MR. TAYLOR: All right. Okay. All
10 right. Well, I can -- I'm just going to say that I
11 put that in there because the physical bottles for
12 the question I'm going to ask was not paper. So I
13 put that in there to stand in because I must
14 maintain these. And this will stand in for the Item
15 No. 39.
16 MR. CULBREATH: But it says these are
17 four physical medications of a family member --
18 MR. TAYLOR: That's right.
19 MR. CULBREATH: -- and friend.
20 MR. TAYLOR: Right here. Right here.
21 MR. CULBREATH: So they are not your
22 medications?
23 MR. TAYLOR: Not these right here.
24 MR. CULBREATH: Okay. So you're not
25 taking those medications, someone else is?

1 MR. TAYLOR: These are -- let me ask
2 my question to him.
3 MR. CULBREATH: Okay.
4 MR. TAYLOR: I think he's the one to
5 answer the question. Can I -- that's what that
6 stands in page for. I'm not expecting to be able to
7 put that in as evidence, but I must hold on to
8 these. So I'll just -- it's a quick question.
9 BY MR. TAYLOR:
10 **Q. No. 39. Do you realize that I had to**
11 **borrow other people's medication for lack of my**
12 **rental house money rent to purchase my own in a**
13 **timely manner to prevent my present condition? In**
14 **other words, do you realize I had to borrow and take**
15 **-- try to take other people's medicine? You do or**
16 **you don't? That's --**
17 A. But that's illegal though.
18 **Q. I'm asking you do you realize?**
19 A. Yeah. Well, what are -- what are you
20 saying? Yes. That's -- what are you saying? Yes.
21 **Q. All right. I'm just asking you. I didn't**
22 **say I did or I didn't. I'm asking you that what I**
23 **tried to do -- I'm just asking you was you aware?**
24 A. Well, I'm in the same shoes too, you know.
25 I'm -- I'm sick too and I was -- I'm at home.

1 **Q. Was you --**
2 A. I understand.
3 **Q. Was you --**
4 A. I mean, I -- I know how you feel, yes.
5 **Q. Okay. So you know how I feel then?**
6 A. Yes.
7 **Q. Okay. You know the shape that I'm in**
8 **then?**
9 A. Yeah. But I -- I -- I don't do illegal
10 though.
11 **Q. I don't want you to --**
12 A. I take --
13 **Q. -- accuse me of doing --**
14 A. -- my medication.
15 **Q. I don't -- I -- I don't --**
16 MR. TAYLOR: And in regard to
17 Mr. Culbreath, I'm asking him not to accuse me of
18 doing anything illegal sitting here at this table.
19 I'm asking him a question.
20 BY MR. TAYLOR:
21 **Q. And I don't want you to accuse me of doing**
22 **anything illegal.**
23 A. Oh, okay. I'm sorry.
24 **Q. I was not the one who rent Reginald Morton**
25 **a truck with no license in violation of the law.**

1 **You did. So don't accuse me of being -- doing**
2 **anything illegal because that -- renting a person a**
3 **truck with no driver's license is illegal. So --**
4 MR. CULBREATH: Object to the form.
5 MR. TAYLOR: All right.
6 THE WITNESS: No. We -- I explain --
7 MR. TAYLOR: So I don't want --
8 THE WITNESS: -- it to you, you know.
9 MR. TAYLOR: I'm just -- I don't want
10 him to accuse me or tell me something is illegal
11 when he's the one here who broke the law. I didn't.
12 MR. CULBREATH: Let me recommend this
13 to you, Mr. Taylor, just for -- for the record. It
14 would be helpful, we've got this document, if you
15 want to hold the medications up for the camera so
16 they can be seen.
17 MR. TAYLOR: It's just four.
18 BY MR. TAYLOR:
19 **Q. Okay. I'm ready. I guess my question,**
20 **and I'll move on to the next question, is from what**
21 **you said you can clearly see the predicament that I**
22 **was put in by Reginald Morton, drug dealer, bail**
23 **jumper, getting a U-Haul truck with no license and**
24 **you can see what the end result is. I mean, it's**
25 **clear to everyone. Okay. Now, my question is --**

1 **I'll ask these few questions here and then we'll be**
2 **done.**
3 MR. CULBREATH: And I'll object to
4 the predicate before the question. You can go
5 ahead. You go ahead and ask your questions, but --
6 MR. TAYLOR: Okay. Give me just a
7 second.
8 MR. CULBREATH: Sure.
9 MR. TAYLOR: Let me catch my breath.
10 I'll try to do these few and then we'll take a break
11 and then you can start. I'm about out of breath.
12 Hold on just a minute.
13 MR. CULBREATH: You want to take a
14 break?
15 MR. TAYLOR: Give me just a minute to
16 catch my breath. If everybody can stand up for a
17 second and we'll continue this so they can -- can
18 you give --
19 VIDEO OPERATOR: Want to go off the
20 record?
21 MR. CULBREATH: Go off the record.
22 MR. TAYLOR: Give me just a minute.
23 I only have a few more to run down. No more -- no
24 more -- off the record.
25 VIDEO OPERATOR: We're going off the

1 record. The time on the monitor is 1:16.
2 (A recess transpired.)
3 VIDEO OPERATOR: We are going back on
4 the record. The time on the monitor is 1:28.
5 MR. BROGDON: We have -- on behalf of
6 defendants, James Brogdon. Defendants initially --
7 or agree to pay for the video portion of Mr. Hall's
8 deposition. That was communicated to Mr. Taylor.
9 MR. TAYLOR: Mr. Rahal's.
10 MR. BROGDON: That will cover the
11 appearance fee for the video. If Mr. Taylor chooses
12 to purchase a copy of that, he has a right to
13 purchase that, but the video portion is what we're
14 paying for and the appearance fee.
15 MR. TAYLOR: Do I get a copy of the
16 video?
17 MR. CULBREATH: We -- no, we're not
18 paying for an extra copy of the video. We pay the
19 appearance fee plus the original video.
20 MR. TAYLOR: So the original video,
21 since it's my deposition of him, doesn't come to me,
22 doesn't belong to me?
23 MR. CULBREATH: Unless you pay for
24 it.
25 MR. TAYLOR: Okay. All right. And

1 then for depositions you will give me your
2 information. Okay. So in order to get a copy I
3 have to pay you for the copy?
4 MR. CULBREATH: No, you don't pay me.
5 Pay this gentleman right here.
6 MR. TAYLOR: Yeah. Right. Okay. So
7 we've got an understanding, you know, if I want a
8 copy, I'll have to pay you for it. Otherwise they
9 will cover the fee for this is your understanding?
10 VIDEO OPERATOR: Correct. Do you
11 have my information? You can just --
12 MR. TAYLOR: Yes.
13 VIDEO OPERATOR: -- contact me and --
14 MR. TAYLOR: Okay. Very well. Thank
15 you. Okay. Are we ready to proceed?
16 MR. CULBREATH: Yeah.
17 BY MR. TAYLOR:
18 **Q. Answer the last few questions. Have**
19 **U-Haul asked you, told you, encouraged you to lie in**
20 **this case?**
21 A. No.
22 MR. CULBREATH: Object to the form.
23 BY MR. TAYLOR:
24 **Q. Have anyone else asked you, told you,**
25 **encouraged you to lie in this case?**

1 A. No.
2 **Q. Do you have any knowledge of drug dealer**
3 **and bail jumper Reginald Morton and Odell Morton**
4 **lying in this case? Do you have any knowledge of**
5 **that?**
6 A. No.
7 MR. CULBREATH: Object to the form.
8 MR. TAYLOR: Object to all three of
9 those, huh?
10 MR. CULBREATH: No. I object -- just
11 objected to the last question.
12 MR. TAYLOR: Last one.
13 BY MR. TAYLOR:
14 **Q. Do you have any knowledge of drug dealer**
15 **and bail jumper Reginald Morton and Odell Morton**
16 **lying for you in this case? Do you have any**
17 **knowledge of that?**
18 MR. CULBREATH: Object to the form.
19 THE WITNESS: No.
20 BY MR. TAYLOR:
21 **Q. Do you have any knowledge of anyone else**
22 **lying for you in this case? Do you have any**
23 **knowledge of that?**
24 A. No.
25 **Q. I believe you stated that you have an**

1 umbrella coverage with U-Haul in this case; is that
2 right? I believe you've done answered that.
3 A. Yes.
4 Q. Yes. Now, these last few questions might
5 seem odd, but I've got to ask them because I've got
6 them down here and I want to follow my script.
7 So any lying or breaking the rules done by
8 the defense in this case won't benefit you since you
9 have protection from U-Haul who must pay under the
10 umbrella policy? In other words, you told me that
11 you have an umbrella policy with U-Haul.
12 A. Okay.
13 Q. So, in other words, any lying by the
14 defense in this case is not going to benefit you?
15 So it's --
16 A. No.
17 Q. No. Okay. All right.
18 MR. CULBREATH: Object to the form of
19 that question.
20 BY MR. TAYLOR:
21 Q. Okay. So any lying or breaking the rules
22 done by the defense in this case will only be done
23 with the aim of benefiting U-Haul by saving them
24 from having to pay for the damages done; isn't that
25 right? In other words, you got -- you -- you're

1 under an umbrella policy. So you don't have to
2 worry about anything. Is that your understanding?
3 MR. CULBREATH: Object --
4 THE WITNESS: Yes.
5 MR. CULBREATH: -- to the form.
6 BY MR. TAYLOR:
7 Q. So -- so anybody doing -- the defense
8 doing anything in this case one way or the other is
9 not going to take any ducks out of your pond, it's
10 going to be U-Haul's pond; is that right?
11 MR. CULBREATH: Object to the form.
12 BY MR. TAYLOR:
13 Q. Based on the umbrella policy?
14 A. Yes.
15 Q. Okay. So there's no dispute that U-Haul,
16 not you, owned the truck rented on 6-1-13? In other
17 words, there's no dispute that U-Haul owned that
18 truck?
19 A. Uh-huh.
20 Q. Uh-huh?
21 A. Yes.
22 Q. Yes. So the last question is anything
23 done not properly by the defense is only going to
24 benefit U-Haul? Is that right in your
25 understanding?

1 MR. CULBREATH: Object to the form.
2 THE WITNESS: No, I don't understand
3 the last question.
4 BY MR. TAYLOR:
5 **Q. Okay. And my last question and I'm done.**
6 **Have you, Roy Rahal, told the truth, the whole**
7 **truth, and nothing but the truth here today under**
8 **the penalty of perjury?**
9 A. Yes, sir.
10 MR. TAYLOR: I'm done.
11 MR. CULBREATH: I don't have any
12 other questions.
13 VIDEO OPERATOR: We're going off the
14 record. The time on the monitor is 1:33.
15 Further Deponent sayeth not.
16 (Whereupon, the taking of the
17 deposition was concluded at 1:33 p.m.)
18
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25

1 Certificate of Reporter

2

3 I, Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of
4 South Carolina, do hereby certify that I reported the deposition of ROY RAHAL on the 2nd day of June,
5 2015; that the witness was first duly sworn by me, and that the foregoing 193 pages constitute a true
6 and correct transcription of the said deposition.

7 I further certify that I am neither attorney nor counsel for, nor related to or employed
8 by, any of the parties connected with this action, nor am I financially interested in said cause.

9

10 I further certify that the original of said transcript shall be hereafter sealed and delivered to CHARLES TAYLOR, PRO SE, 332 Myrtle
11 Beach Highway, Sumter, South Carolina 29153. This sealed original transcript shall be retained by the
12 above party, who shall be responsible for filing same with Court prior to trial or any hearing which
13 might result in a final order on any issue.

14

15 In witness whereof I set my hand and seal this 15th day of June, 2015.

16

17 Brad Thomas

18

Brad H. Thomas, CRR
19 My Commission and Notary Public for the
expires 12/12/17 State of South Carolina

20

21

22

23

24

25

U-HAUL AGREEMENT WITH INDEPENDENT DEALERS DOES NOT VIOLATE ANTITRUST RULES

March 9, 2005

PHOENIX -- Based on a review of the agreements between U-Haul Companies and independent dealers, a federal appeals court concluded that the dealers are truly agents, allowing pricing to be determined by the U-Haul Companies.

"This opinion validates the way we do business," said Larry De Respino, U-Haul director of Litigation. "U-Haul Companies and dealers across the nation can continue to provide consumers with the same great products and service, at the lowest cost."

U-Haul Companies conduct the rental business through a network of more than 1,300 company-owned rental centers and about 13,700 independent dealers. The independent dealers typically are hardware stores, storage centers, gas stations and other businesses.

U-Haul was represented by a team of lawyers from the national law firm of Bryan Cave LLP led by Lawrence Scarborough, a partner in the Phoenix office.

"Along with validating the agency relationship," Scarborough said, "the contracts clearly stated that the U-Haul Companies would bear the risk of loss or damage to the equipment, thereby refuting any possibility of coercion on the part of the companies."

The Bryan Cave team that assisted U-Haul in this claim also included Partner Alex Grimsley and Associates Meridyth Andresen, Arindam Kar and Jason Hall.

Bryan Cave is among the 35 largest law firms in the world and has a diversified international practice. The firm represents a wide variety of business, financial, institutional and individual clients, including publicly held multinational corporations, large and mid-sized privately held companies, partnerships and emerging companies. Aided by extensive investments in technology, Bryan Cave's 800 lawyers in 15 offices across the United States, United Kingdom, the Middle East and Asia efficiently serve clients' needs in the world's leading business and financial markets.

For more information, contact
Luis Mocete at 212/541-1141
luis.mocete@bryancave.com

PLAINTIFF'S ITEM #1
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Detail Customer Account Statement

All Invoices with Customer Balance

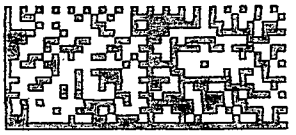
Customer 1237	: Mr Odell Morton 334 Myrtle Beach Hwy Sumter, SC 29153	Company	: RELIABLE MEDICAL EQUIPMENT 418 Broad St SUMTER, SC 29150-4155 [redacted] 1-866-699-9440
Account	: 2156		

Inv. ID	Date	Code	Description	Billed	Expected	Actual	Bal. Due
127567	11/13/2012	E0163	COMMODE, 3-IN-1, STEEL	138.82			
	12/5/2012		Contractual Writeoff - MEDICARE - REGION C DME			-20.36	
	12/5/2012		Payment - MEDICARE - REGION C DMERC			-94.77	
127567	11/13/2012	E0143R	WALKER - ROLLATOR (RED)	115.00			
	12/5/2012		Contractual Writeoff - MEDICARE - REGION C DME			-17.22	
	12/5/2012		Payment - MEDICARE - REGION C DMERC			-78.22	
127567	11/13/2012	E0156	WALKER - SEAT ATTACHMENT BILLING ONLY	28.50			
	12/5/2012		Contractual Writeoff - MEDICARE - REGION C DME			-4.20	
	12/5/2012		Payment - MEDICARE - REGION C DMERC			-19.44	
			Invoice 127567 Total:	**282.32**	**0.00**	**-234.21**	**48.11**
Total Due From Odell Morton:				**282.32**	**0.00**	**-234.21**	**48.11**

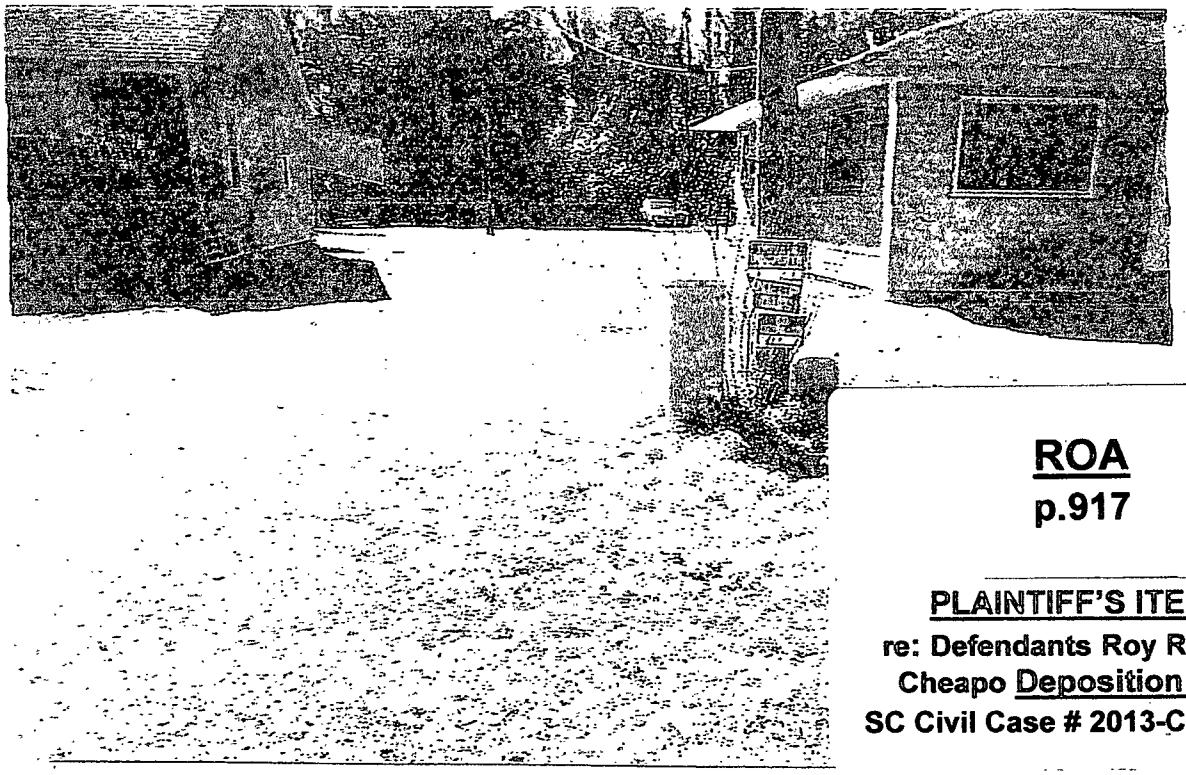
ROA
p.916

PLAINTIFF'S ITEM #2
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Payment is due upon receipt and must be received no later than: July 12th, 2013.
For questions regarding this bill, please call the billing department at 1-866-699-9440.
Thank you for your business!
Please remember to write your statement number on your check or money order.



I LIVE IN THE STUDIO APARTMENT
ON THE RIGHT; 332 myrtle bch hwy



ROA
p.917

PLAINTIFF'S ITEM #3
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

AFFIDAVIT OF ROSA MCBRIDE
Re: Odell Morton on the Morning of
June 1, 2013 and Otherwise as I Saw Him

Personally, appeared before me, having been duly sworn, Rosa McBride, deposes and avers as follows:

1.That on the morning of June 1, 2013, when Reginald Morton and Dana Goins went to; [my friend Charles Taylor and I thought to get someone to move them out of his house he rented them]; Charles and I went over to look in the window to see how his house was being kept inside, and we (I) saw old man Odell Morton in the back bed room--as before in a hospital stretcher bed.

2.That I also had been in that house before, sometime after they moved in, when Reginald Morton and Dana Goins left old man Odell Morton alone all day by himself with the door unlock and Charles (a nice man) took him food and something to drink from his home, late that afternoon after noticing that the others hadn't return since leaving that morning. Charles and I found old man Odell Morton in the house all messed up, hungry and thirsty.

3.Charles handed the food and drink to me and he helped old man Morton up (it was hard) to the bathroom; (it all was a mess and smelt awful and I sit the food and drink down and I left at that point); and Charles knows what he did next which he can say best since I did not witness anymore of that, (other than), old man Morton wearing (huge) baby pampers.

4.Old man Morton is a very big tall (because his feet hung out foot of the stretcher hospital bed) over 300 pounds light skinned African American man, as he appeared to me.

Anymore I do not say;

Rosa McBride

Rosa McBride

Sworn to Before Me This
27 day of August 2014

Notary Public For S. C.
My Commission expires:

PLAINTIFF'S ITEM #4
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

RESPONSE: **El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents and is vague and ambiguous. El Cheapo further objects to this Request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. El Cheapo further objects to this Request on the grounds that it seeks information that is confidential and/or proprietary.**

4. Specifically, the name of the person(s) at El Cheapo that rented the subject truck on 6/1/13.

RESPONSE: **El Cheapo objects to this Request on the grounds that it is not a proper request seeking documents. Subject to and without waiving the foregoing and General Objections, El Cheapo states that the person that rented the subject U-Haul truck to Reginald Morton was Roy Rahal, the manager of El Cheapo.**

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY: _____

GRAY T. CULBREATH (S.C. Bar #11907)
JAMES E. BROGDON, III (S.C. Bar #7959)
Post Office Box 7368
Columbia, South Carolina 29202
TEL: (803) 779-1833

ATTORNEYS FOR U-HAUL CO. SOUTH CAROLINA, INC., AND STOP 'N' SAVE D/B/A EL CHEAPO PLUS #7

Columbia, South Carolina
February 11, 2014.

ROA
p.919

PLAINTIFF'S ITEM #5
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

WebBEST Receipt

One-Way Rental (OUT) - Saturday, 6/1/2013 8:31 AM Contract No.: 98200861
ROADSIDE ASSISTANCE: myuhaul.com or 1-800-528-0355--TM 1891F
Dispatched From: 033654 - Safe-Protection:(ND)

Customer:
REGINALD MORTON
824 maury ave
Fort Washington, MD 20749

803-565-5985
202-400-5326
DL: xxxxxxxxxx5810, MD,
1014

Renting Location:
El Cheapo Plus # 7 - (033654)
390 S Guignard Dr
SUMTER, SC 29150 (803)499-1088

Destination: SUITLAND, MD Due Date/Time: 6/4/2013 8:31 AM
DROP OFF EQUIPMENT AT: U-Haul at Allentown 4599 Allentown Rd , SUITLAND , MD (301) 736-7300

Days Allowed: 3 MI Allowed: 530.0

Extra Day Rate for the TM $40.00 Per Day $0.40 Per MI

Equipment	MI Out	Coverage	Rental Charge	Total Charge
TM 1891F AE40765 AZ	27233.0	$0.00	$305.00	$305.00

FUEL TANK CAPACITY: 33 GALLONS

E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F

22 20.5 19 17 15 13.5 11 9.5 8 6.5 5 3.5 2

Estimated gallons needed to return to dispatched level of 13/16

Environmental Fee:	$5.00
SubTotal:	$310.00
Drop-off Location Incentive:	-$15.00
SubTotal:	$295.00
Rental Tax:	$38.35
Rental Deposit Paid:	$0.00
Total Rental Charges (Including Deposit):	$333.35
Credit Card Payment:	$333.35
Net Paid Today:	$333.35

Card Type: MASTERCARD
Account: XXXXXXXXXXXXXXXX0903
Auth- AA0SEB

SafeMove Declined for Equipment TM 1891F.

- I agree to verify my truck's fuel level is 13/16 before leaving the premises. I agree to return this truck with this amount of fuel or pay a $30.00 fueling fee and a minimum of $5.00 per gallon for fuel used. U-Haul does not reimburse if this truck is returned with more fuel than when it was dispatched.

U-Haul pays for oil (save receipts).

- U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
- I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.
- I understand that the equipment rented is water resistant and not water proof.
- I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
- I understand that I am financially responsible for all damages to equipment.
- I agree to submit all claims against U-Haul in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from your local U-Haul representative.
- I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.

x Reginald Morton
Customer Signature - (REGINALD MORTON)

x
Agent Signature - (33654)

Discount Savings on Motel and Hotel Rooms
10% OFF at La Quinta Inns and Suites: 1-800-753-3757 Online @ www.lq.com/uhaul
20% OFF at Days Inn, Ramada and Super 8 Motels: 1-877-670-7058 Online @ www.wyndhamrewards.com/uhaul

Questions or need help? Call me.

_____ (803)499-1088

PLAINTIFF'S ITEM #6
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

EC 001

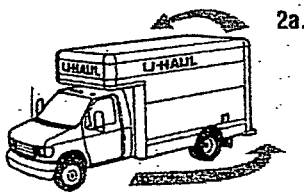
THIS IS THE R&D TAG

START WITH #1. INCOMING CUSTOMER'S EVALUATION ON REVERSE SIDE OF TAG.

EQUIPMENT NO. Tm 1891 F

2. **CHECK-IN CONDITION**

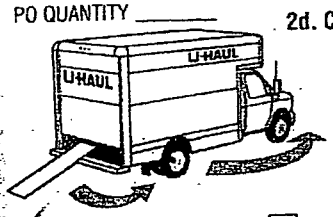
CENTER/DEALER DISPATCH COPY



2a. CHECK REAR LIGHTS:
- [x] Tail/Running
- Turn (Left/Right)
- Brakes
- Reverse
- License
- Dome

2b. SRI RETURNED:
☐ UD ☐ FD
KO# _____
PO QUANTITY _____

2c. SEALS BROKEN?
Pads ☐ Yes ☐ No
UD ☐ Yes ☐ No



2d. CHECK FRONT LIGHTS:
- [x] Running
- Turn (Left/Right)
- Headlights (Bright/Dim)

CAB/BOX CLEAN
RETURN CLEAN
OR PAY FEE
CUST. INITIAL OM

[x] NO NEW DAMAGE ☐ NEW DAMAGE DESCRIBE:

DESCRIBE DAMAGE: _____

3. VERIFY EQUIPMENT INFORMATION:

ODOMETER: 30037

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACT.

MARK FUEL GAUGE AT CHECK-IN:

E ⅛ ¼ ⅜ ½ ⅝ ¾ ⅞ F

Interior Cab / Cargo Area ☐ Dirty ($25 Minimum Charge) ☒ Clean (No Charge)

157310422

9. [signature]

CUSTOMER ACCEPTS RESPONSIBILITY FOR DAMAGE

SAFEMOVE® CUSTOMER SIGNATURE

I CERTIFY THE ABOVE INFORMATION TO BE COMPLETE AND CORRECT.

10.

DISPATCHING SIGNATURE — DEALER/CENTER NO. 23651

RECEIVING CUSTOMER SERVICE REP. SIGNATURE — DEALER/CENTER NO. — DATE

0073006-0031000ZK 0.08/10 U-HAUL INT'L, Printed in U.S.A.

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACT OR PAY FUEL CHARGES AND SERVICE FEE AS SHOWN AND AGREED TO ON THE RENTAL CONTRACT

8. DETACH HERE WHEN F

ROA
p.921

PLAINTIFF'S ITEM #7
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

U-HAUL EQUIPMENT DAMAGE RESPONSIBILITY REQUIREMENT

WARNING!

1. CREDIT CARDS AND MOST AUTO POLICIES **DO NOT** COVER U-HAUL RENTALS.

2. YOU ARE RESPONSIBLE FOR **ALL** DAMAGE REGARDLESS OF FAULT INCLUDING WINDSHIELDS, TIRE DAMAGE, TOWING AND STORAGE FEES AND DOWNTIME (LOSS OF USE) WHILE THE VEHICLE IS BEING REPAIRED.

I WILL IMMEDIATELY REIMBURSE U-HAUL FOR ALL DAMAGE AND LOSSES INCURRED UPON RETURN OF THE RENTAL EQUIPMENT AND WHEN APPLICABLE SEEK REIMBURSEMENT FROM ANY THIRD PARTY'S INSURANCE COMPANY.

Customer Signature: Adelf Muston **Date:** June 1, 2013

PLAINTIFF'S ITEM # 8
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

RESPONSE: El Cheapo objects to this Request on the grounds that it is vague and ambiguous as to the phrase "any and all documentations surrounding the subject u-haul truck rental," and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections and the General Objections, El Cheapo hereby produces the subject rental contract, and U-Haul Equipment Damage Responsibility Requirement, and R&D Tag, signed by Reginald Morton, as EC001-003. El Cheapo directs Plaintiff to paragraph 1 of Defendants' Response to Plaintiff's First Request to Produce and paragraph 3 of U-Haul Co. of South Carolina, Inc.'s Response to Plaintiff's Second request to Produce for the remainder of the request.

4. Any and all liability insurance information/documentations as to coverage of El Cheapo that may be applicable to this civil action, arising out of their renting the subject u-haul truck to Reginald Morton or Dana Goins; without a valid driver's license from any State, including the State of Maryland as of 6/1/13.

RESPONSE: El Cheapo objects to this Request on the grounds it is argumentative and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections and the General Objections, El Cheapo states that it has no documents responsive to this Request.

SIGNATURE PAGE TO FOLLOW

GALLIVAN, WHITE & BOYD, P.A.

Gray T. Culbreath
SC Bar No. 11907
Email: gculbreath@GWBlawfirm.com
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 724-1850
Fax: (803) 779-1767

Attorneys for Defendant Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7

Columbia, South Carolina
January 2, 2014

U-HAUL EQUIPMENT CONTRACT | **One-Way Return (IN)**

Contract No.: 98200861
Wednesday 6/5/2013 8:32 AM

U-Haul of Marlow Heights (818068)

3710 St Barnabus Rd
SUITLAND, MD. 20746

(301)423-0055

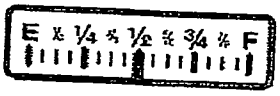
Customer Name:
Reginald Morton
824 maury ave
Fort Washington, MD 20749

Cust Ph - Email:
803-565-5985
202-400-5326

Rental Date/Time: 6/1/2013 8:31 AM
Days Allowed: 3

Return Date/Time: 6/5/2013 8:32 AM
MI Allowed: 530.0

Dispatching Location: 033654



Truck Details:	Amount
Truck: TM - 10' Truck - TM 1891F	
Mileage: OUT = 27233.0 | IN = 27763.0	
Extra Days 1 day(s):	$0.00
Total Truck Charges:	$0.00

Other:	Amount
EZ Fuel Sales:	$47.50
Fuel Fill-Up Service Fee:	$30.00
Fuel Fill-Up Service Fee Adjustment:	-$30.00
Other Total:	$47.50

Total Equipment Charges:	Amount
SubTotal:	$47.50
Rental Tax:	$0.08
Grand Total:	$47.58
Previous Paid:	$0.00
Promissory Note Amount:	$47.58
Net Paid Today:	$0.00

* I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.

X _____
Customer Signature - (Reginald Morton)

X _____
U-Haul Signature - (Joseph Cusic)

How are we doing? Please go to http://www.uhaul.com/review and let us know if you received the level of quality and service you expect from this U-Haul location.

ROA
p.925

PLAINTIFF'S ITEM #10
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Promissory Note

Contract No.: 98200861
Wednesday 6/5/2013 8:32 AM

U-Haul of Marlow Heights
(810068)

3710 St Barnabus Rd
SUITLAND, MD. 20746

(301)423-0055

Customer Name:	Cust Ph - Email:	Customer DL:	Customer DOB:
Reginald Morton 824 maury ave Fort Washington, MD 20749	803-565-5985 202-400-5326	m635652005810 MD 1014	Oct 20, 1938

Equipment	Serial Number	License Plate	License Plate State	Odometer In
TM - 10' Truck	TM 1891F	AE40765	AZ	27763.0

I, Reginald Morton, , ACKNOWLEDGE THAT I RENTED FROM THE El Cheapo Plus # 7 ON 6/1/2013 8:31 AM, AND CONTRACT NUMBER 98200861. THE ADDITIONAL CHARGES FOR THIS RENTAL ARE $47.58. I AGREE THAT THE BALANCE DUE AMOUNT, WHICH INCLUDES A $30 LATE PAYMENT SERVICE FEE, IS ($77.58).

Rental Charges:	$47.58
Service Fee:	$30.00
Balance Due:	$77.58

I UNDERSTAND THAT U-HAUL EXPECTS PAYMENT FOR RENTALS IMMEDIATELY UPON RETURN OF EQUIPMENT, AND I AGREE THAT U-HAUL IS ENTITLED TO THIS BALANCE DUE.

IF PAYMENT NOT RECEIVED IN 7 DAYS, U-HAUL WILL IMMEDIATELY INITIATE COLLECTION PROCEDURES. COURT COSTS, ATTORNEY'S FEES AND ALL OTHER COSTS ASSOCIATED WITH COLLECTION AND/OR OBTAINING A JUDGMENT AGAINST YOU WILL BE ADDED TO THE BALANCE DUE. IF YOU WANT TO AVOID THESE ADDITIONAL COLLECTION CHARGES, PAY THE AMOUNT OF ($77.58) IMMEDIATELY TO THE ADDRESS LISTED BELOW.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS NOTICE.

Make Payments:

Mail to U-Haul International
P.O. Box 52128
Phoenix, AZ 85072-2128
ATTN: Payment Processing

or

Call 1-800-826-9633

or

Visit local U-Haul Center

X_____ Customer Signature - (Reginald Morton)

X_____ U-Haul Signature - (Joseph Cusic)

Contract Remarks
8103 : -SCHEDULED-. Phone Contact Attempt: Spoke To Customer 8103 : -NOT SCHEDULED-. Reminder Text Message Sent [Success]. Phone Contact Attempt: Spoke To Customer CONTACT CUST FOR SCHED BY PHONE AT 8035655985 Contact cust for sched by PHONE at 8035655985CALLED CUST LVM ABOUT LATE RETURN..... CUST CALLED BACK WILL RETURN TODAY..06/04/2013..

ROA
p.926

PLAINTIFF'S ITEM #11
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

www.repwest.com

June 27, 2013

Reginald Morton
824 MAURY AVE
FORT WASHINGTON, MD 20749

RE: Claim Number: 00475309-2013
Date of Loss: June 01, 2013
Reported Date: June 21, 2013

Dear Reginald Morton:

This letter acknowledges receipt of your claim. In order to process your claim quickly, we ask that you assist us by sending the following items to the address at the bottom of this page:

- [x] If applicable, a copy of the police report covering this incident
- [ ] Name, address and signed statement of facts by witness(es)
- [ ] Two (2) Estimates of damages clearly itemizing repairs and costs
- [ ] Copy of vehicle registration or title
- [ ] Color photographs which clearly depict and confirm your damages
- [ ] Proof of subrogation, estimates of repair and evidence of payment
- [ ] Name and address of U-Haul Lessee and/or Driver
- [ ] U-Haul equipment number and/or license plate number involved in incident
- [ ] Legible copy of the U-Haul rental receipt/contract
- [ ] Completed cargo loss form (please submit repair estimate for any *electronic* cargo)
- [ ] Receipts to provide proof of ownership, original purchase price, etc (PROPERTY)
- [x] Other: Please contact

Thank you,
Spencer Sussman
P.O. Box 24463
Phoenix, AZ 85074
Phone: 800-528-3066 x664366
Fax: 602-745-6417
E-Mail: ssussman@repwest.com

ROA
p.927

PLAINTIFF'S ITEM #12
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

RECORDED
2014 OCT -8 PM 1:15
JAMES O. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER	)	3rd JUDICIAL CIRCUIT
CHARLES TAYLOR PLAINTIFF,	)	C/A Case No: 2013-CP-43-1808
VS.	)	**PLAINTIFF'S NOTICE** to Defendants
(1).STOP "N" SAVE, INC.; d/b/a El Cheapo Plus #7; and	)	
(2).ROY RAHAL; DEFENDANTS,	)	

THIS IS NOTICE TO THE ABOVE DEFENDANTS **WITH THE ATTACHMENTS:**

Showing the damaging & continuing effects Defendants--outrageous, heinous, illegal, atrocious, extreme, & like conduct; **Intentional Infliction of Severe Emotional & Physical Distress;** is reaping upon me-the (Disable Plaintiff); so Defendants can't later deny they were aware of such; claiming if they were; they would have immediately remedy the situation caused by their conduct.

I WILL PROVE TO THE JURY (w/this notice) THAT DEFENDANTS WERE AWARE OF SUCH AND THEY IGNORED IT!

Exhibit p.1-6 Attached

RESPECTFULLY SUBMITTED,

Charles Taylor-Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter SC. 29153
(803) 609-7990

October 8, 2014

Sumter, South Carolina

PLAINTIFF'S ITEM #13
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

(30).That Defendant El Cheapo & Rahal & Morton, knowingly–intended the emotional distress on disabled plaintiff to be severe as possible & for as long as possible; as is self evident by their forcing tortuous and continuing litigation upon disabled plaintiff before receiving said damages compensation from them; which litigation—***every page together***–to be exh. at trial, to prove it;

(31).That every hour of such refusal, to compensate disabled plaintiff for his house damages caused by these Defendants' actions, is an hour more of their intentional and severe emotional and physical distress upon the disabled plaintiff—(see: again paragraph #28 above on page 5);

(32).That Defendants El Cheapo & Roy Rahal & the license less truck driver, all had a duty to the public i.e. (the plaintiff in the instant case), not to endanger them and/or their property by renting such truck to unlicensed persons-(exhibit C attached p.10); who had the same duty; &

(33).That the said defendants breached that duty when they rented said truck to Morton without a valid drivers license; (exhibit C attached p.10); who breached the same duty; and

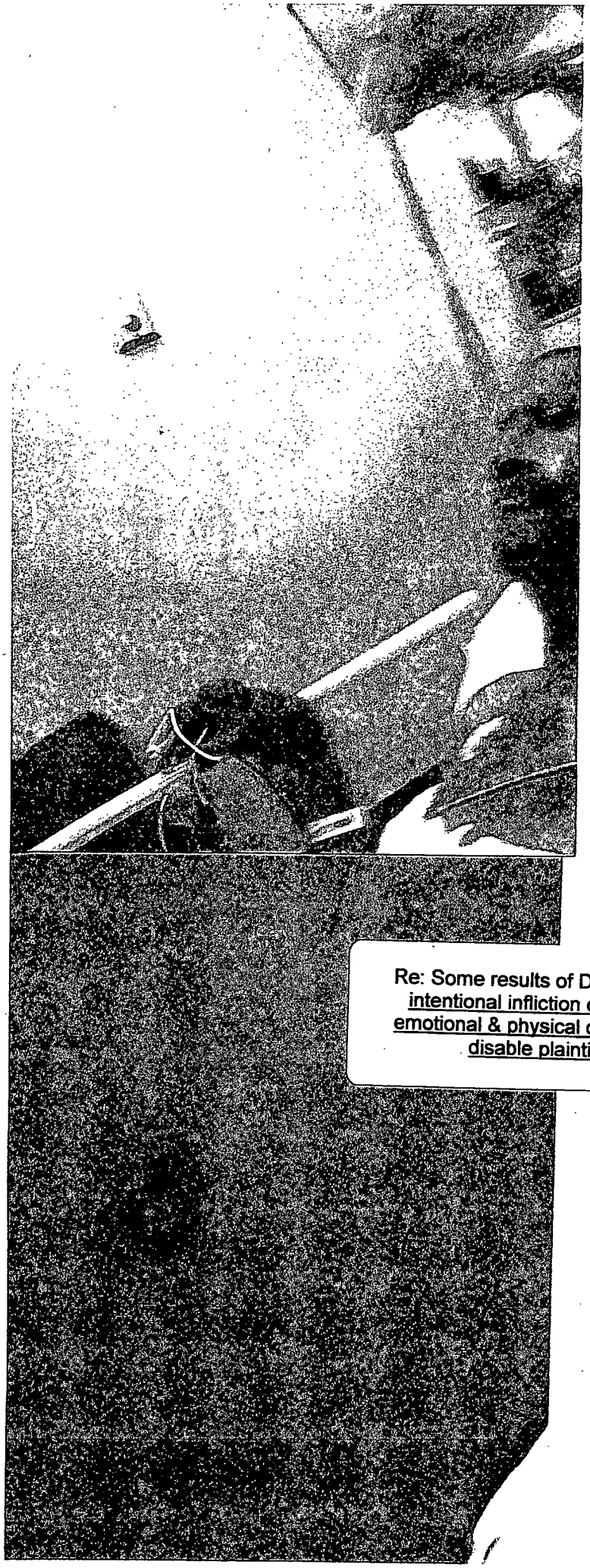
(34).That as a result of their breach of their duties (*& the law don't forget sc. 56-1-440*) plaintiff suffers the resulting consequences, i.e., the damages stated heretofore & (see: again para.28 p.5);

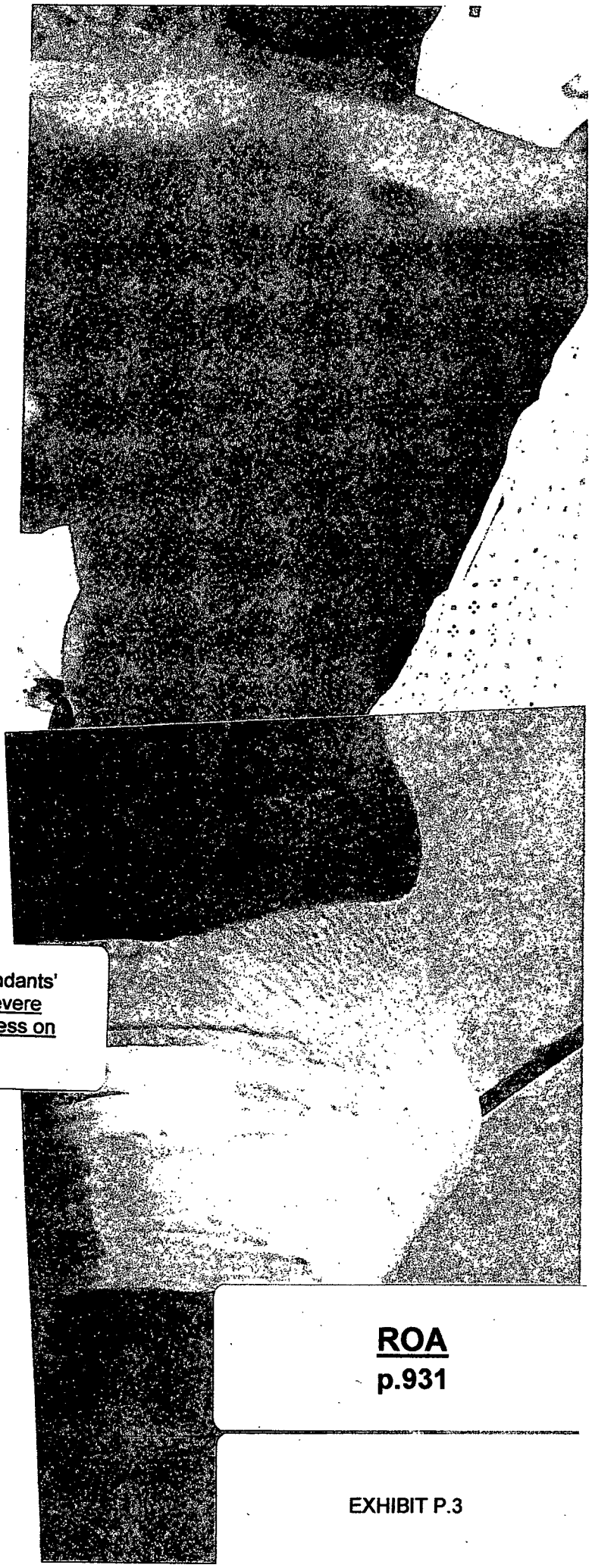
(35).That such breach of their duties per #32-34 above, by the parties therein mentioned, was the direct &/or proximate cause, leading directly to plaintiff's house and severe emotional & physical distress damages thereafter, w/ the latter continuing right up to now-(*again*-para.28 above p.5); &

(36).That the amount disabled plaintiff has invested in said house is $150,000.00; (ex. O p.29); &

Re: Some results of Defendants'
Intentional infliction of severe emotional & physical distress on disable plaintiff.

EXHIBIT P.2





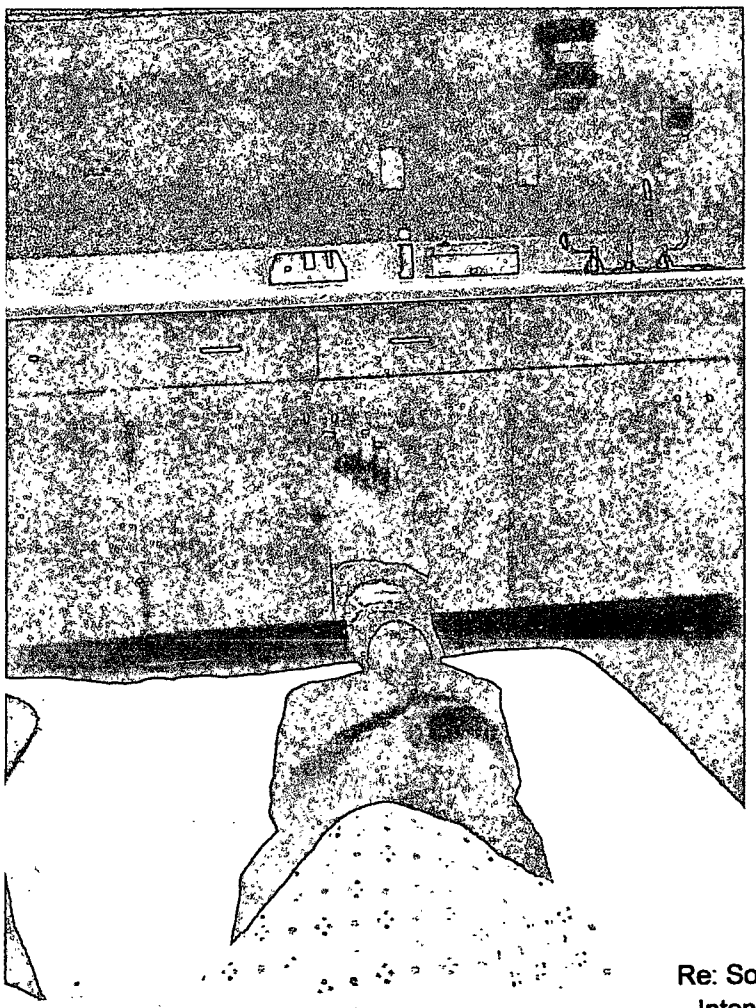
Re: Some results of Defendants' intentional infliction of severe emotional & physical distress on disable plaintiff.

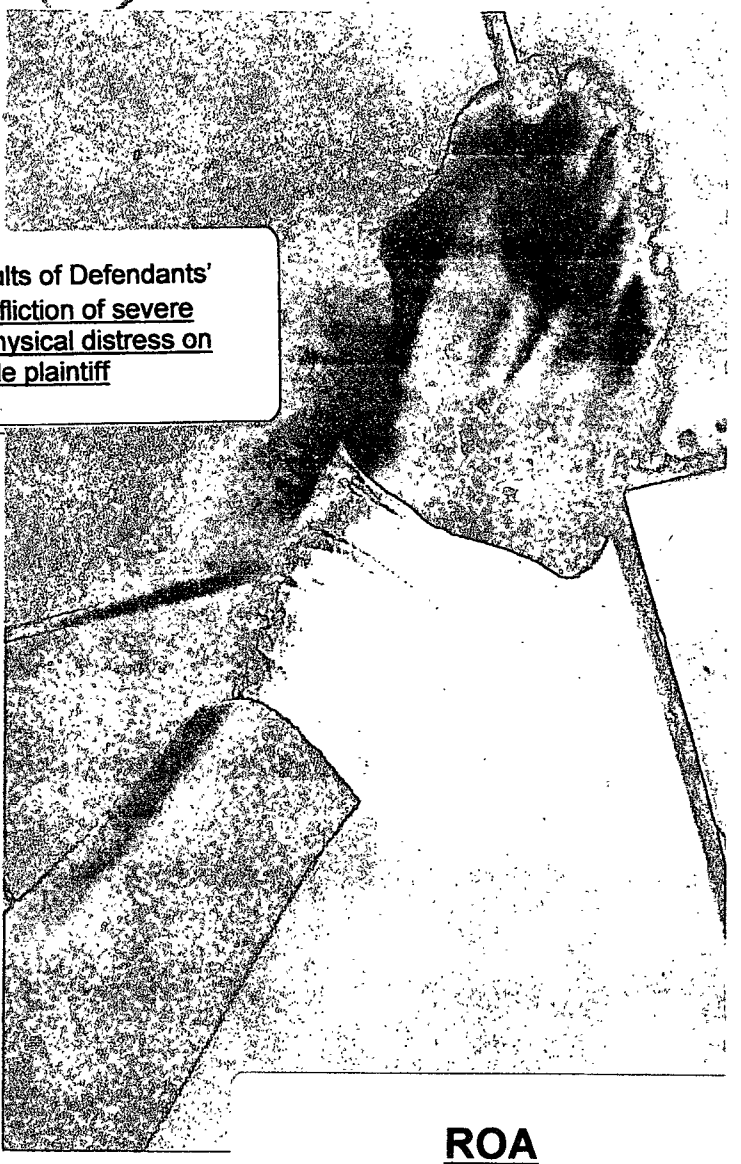
ROA
p.931

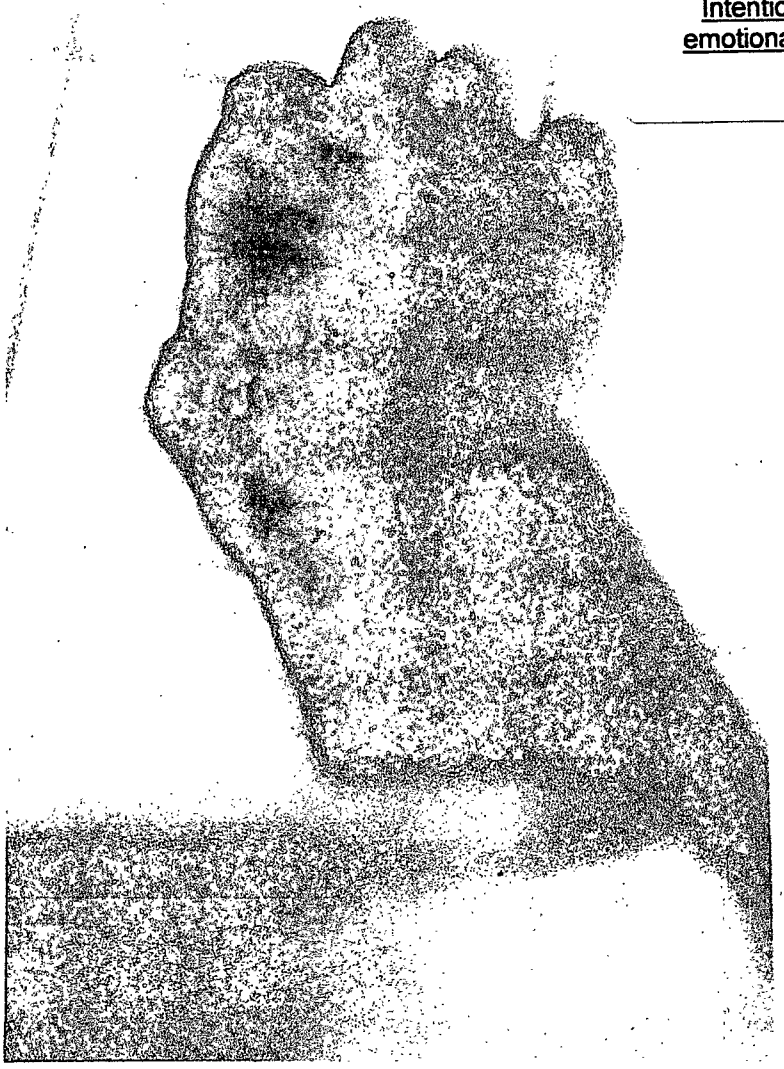
EXHIBIT P.3

Re: Some results of Defendants'
Intentional infliction of severe emotional & physical distress on disable plaintiff.

EXHIBIT P.4





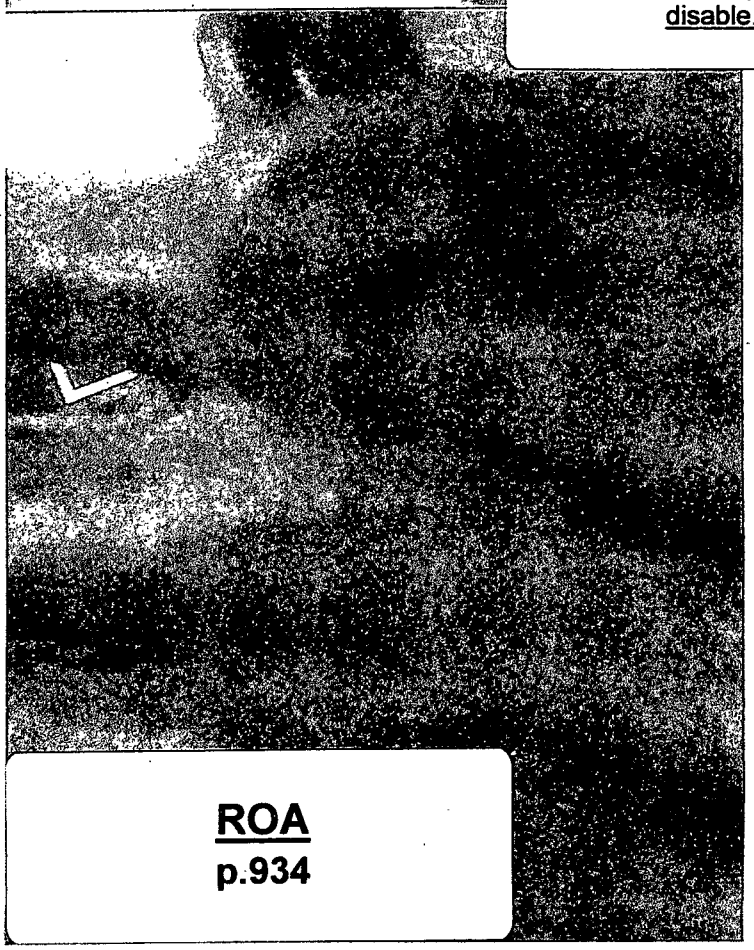


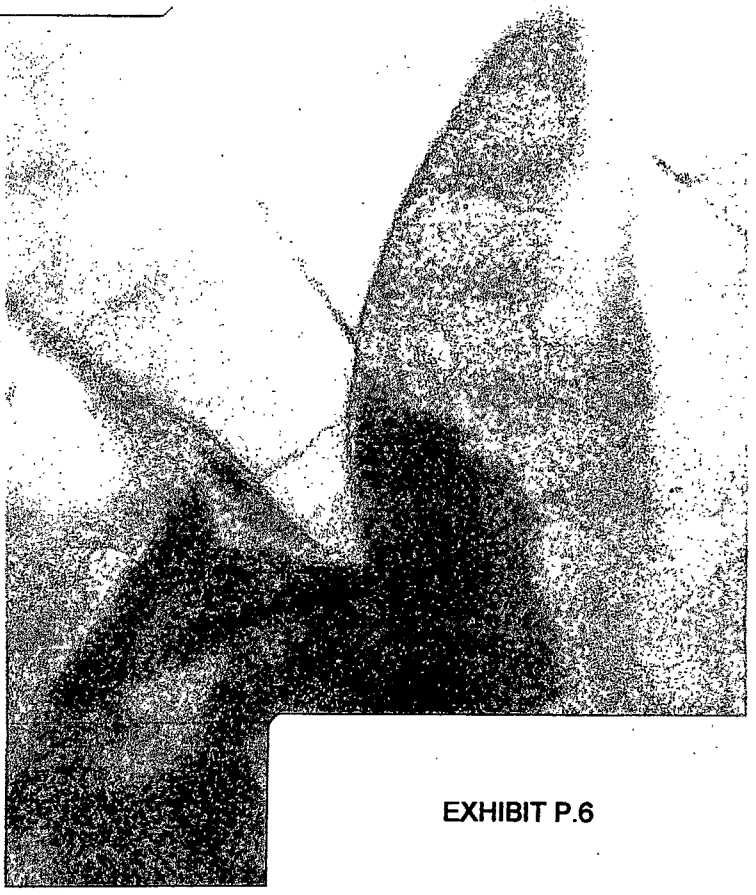
Re: Some results of Defendants' Intentional infliction of severe emotional & physical distress on disable plaintiff

ROA
p.933

EXHIBIT P.5

Re: Some results of Defendants' intentional infliction of severe emotional & physical distress on disable plaintiff.





ROA
p.934

EXHIBIT P.6

RECORDED
2014 NOV 12 PM 3:03
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT

CHARLES TAYLOR) C/A Case No: 2013-CP-43-1808

PLAINTIFF,

VS.

(1).STOP "N" SAVE, INC.;
d/b/a
El Cheapo Plus #7; and

(2).ROY RAHAL;

DEFENDANTS,

PLAINTIFF'S NOTICE
to Defendants
2ND

THIS IS NOTICE TO THE ABOVE DEFENDANTS WITH THE ATTACHMENTS:

Showing the continuing & damaging effects Defendants--outrageous, heinous, illegal, atrocious, extreme, & like conduct; **Intentional Infliction of Severe Emotional & Physical Distress;** is reaping upon me-the (Disable Plaintiff); so Defendants can't later deny they were aware of such; claiming if they were; they would have immediately remedy the situation caused by their conduct.

I WILL PROVE TO THE JURY (w/this notice) THAT DEFENDANTS WERE AWARE OF SUCH WORSENING TO CANCER CONDITIONS AND THEY IGNORED IT!

Exhibit p.1-8 Attached

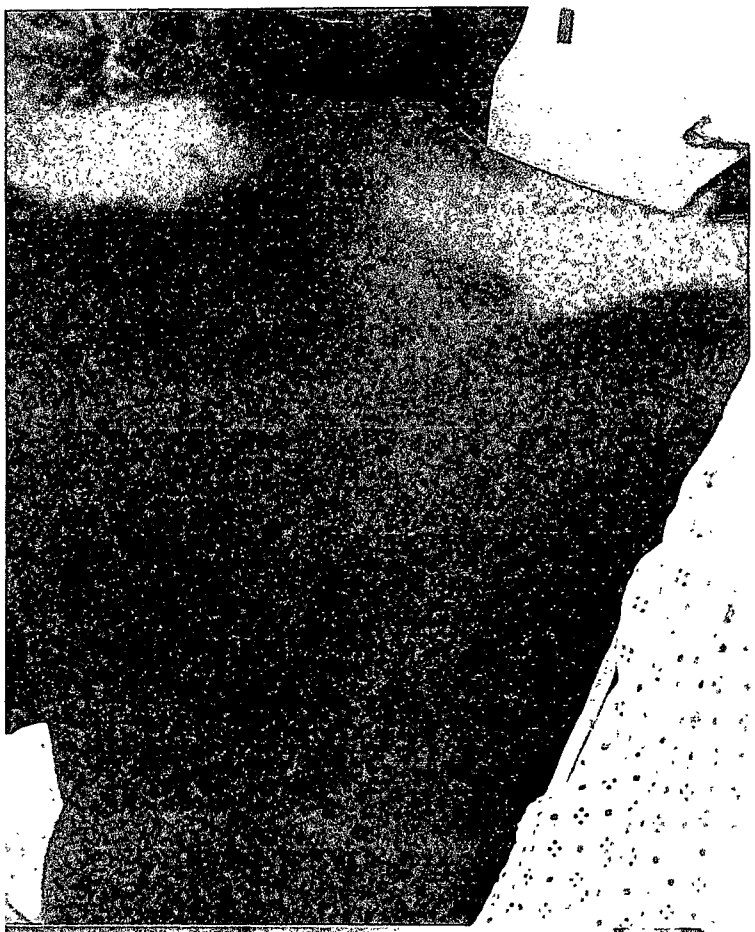
RESPECTFULLY SUBMITTED,

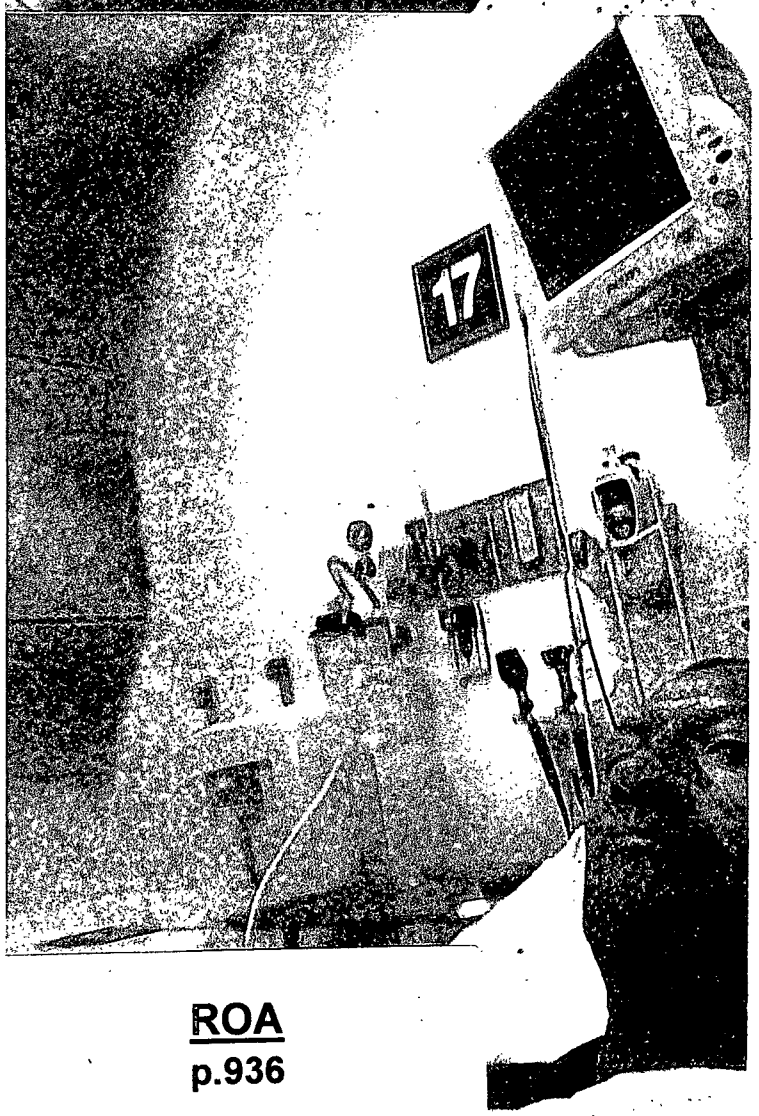
Charles Taylor-Plaintiff Pro-Se
332 Myrtle Bch Hwy
Sumter SC. 29153
(803) 609-7990

November 12, 2014

Sumter, South Carolina

PLAINTIFF'S ITEM #14
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

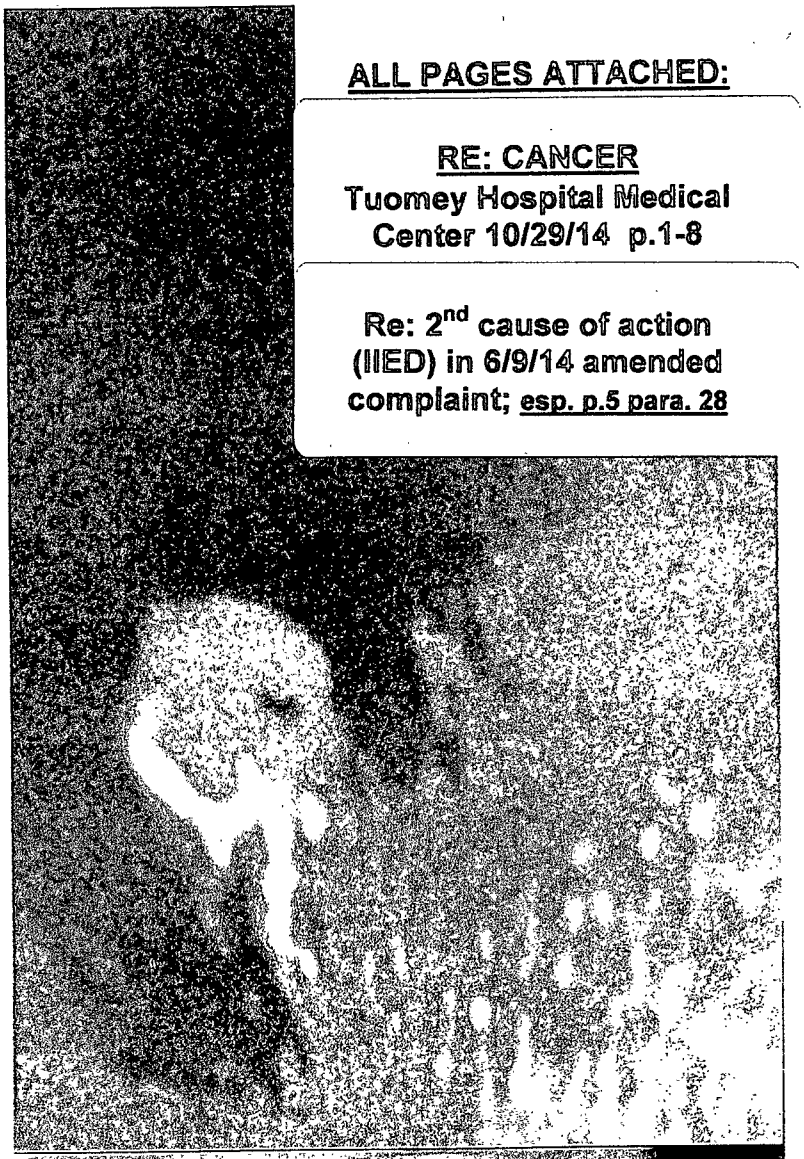


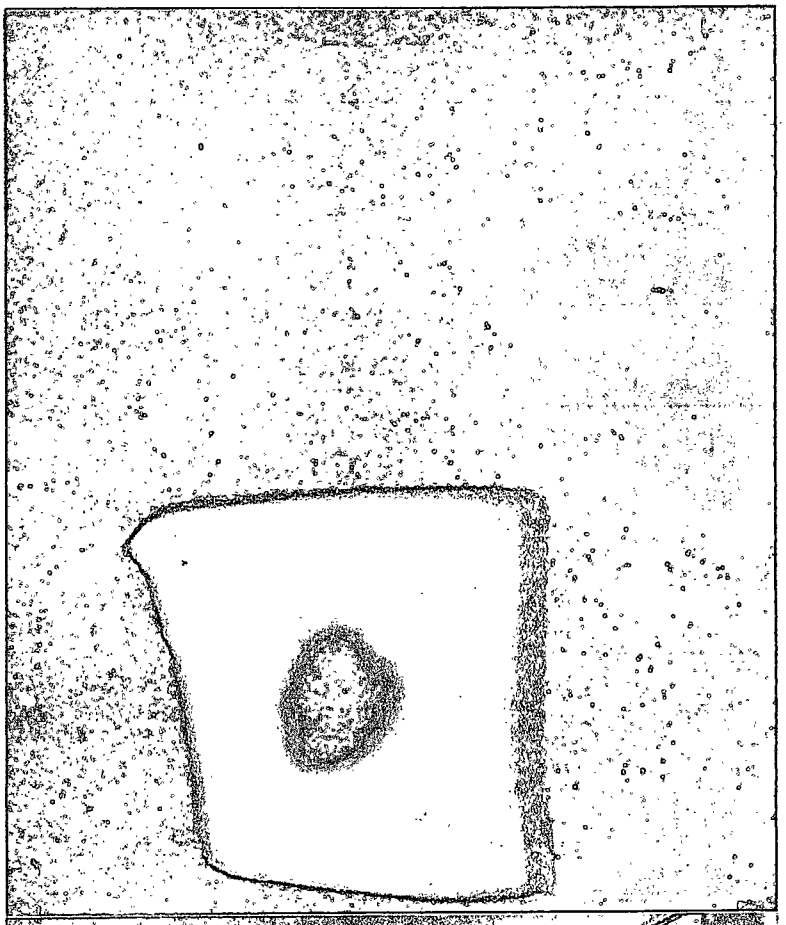


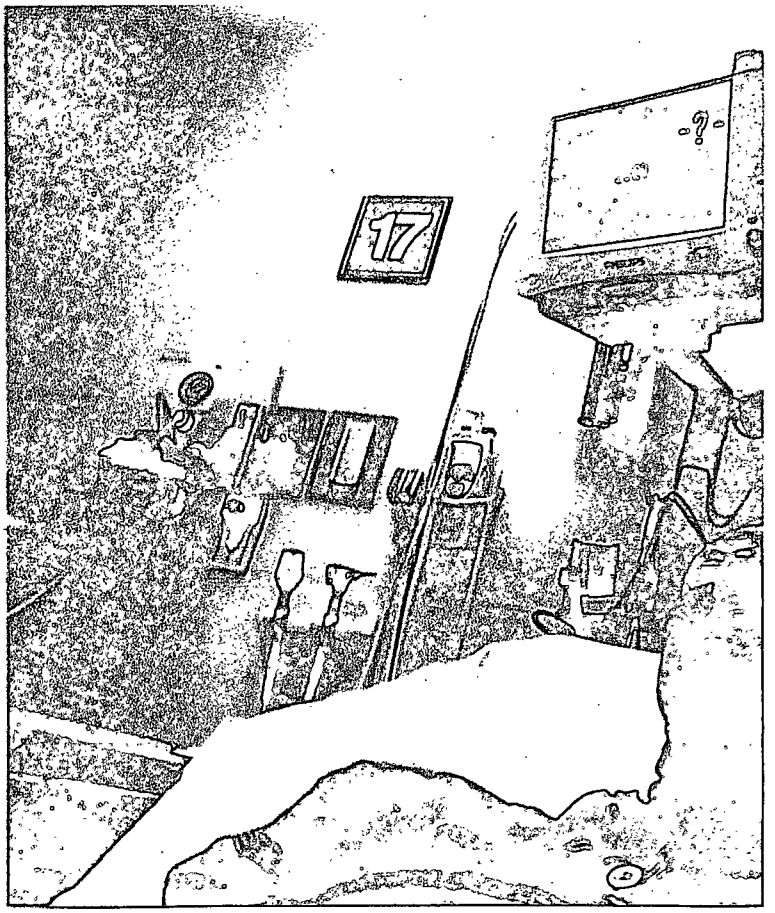
ALL PAGES ATTACHED:

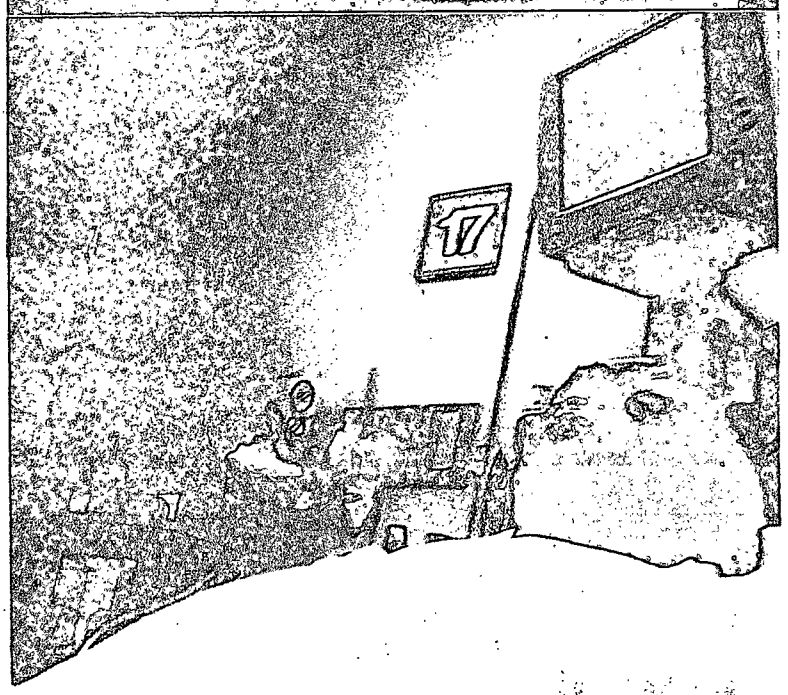
RE: CANCER
Tuomey Hospital Medical Center 10/29/14 p.1-8

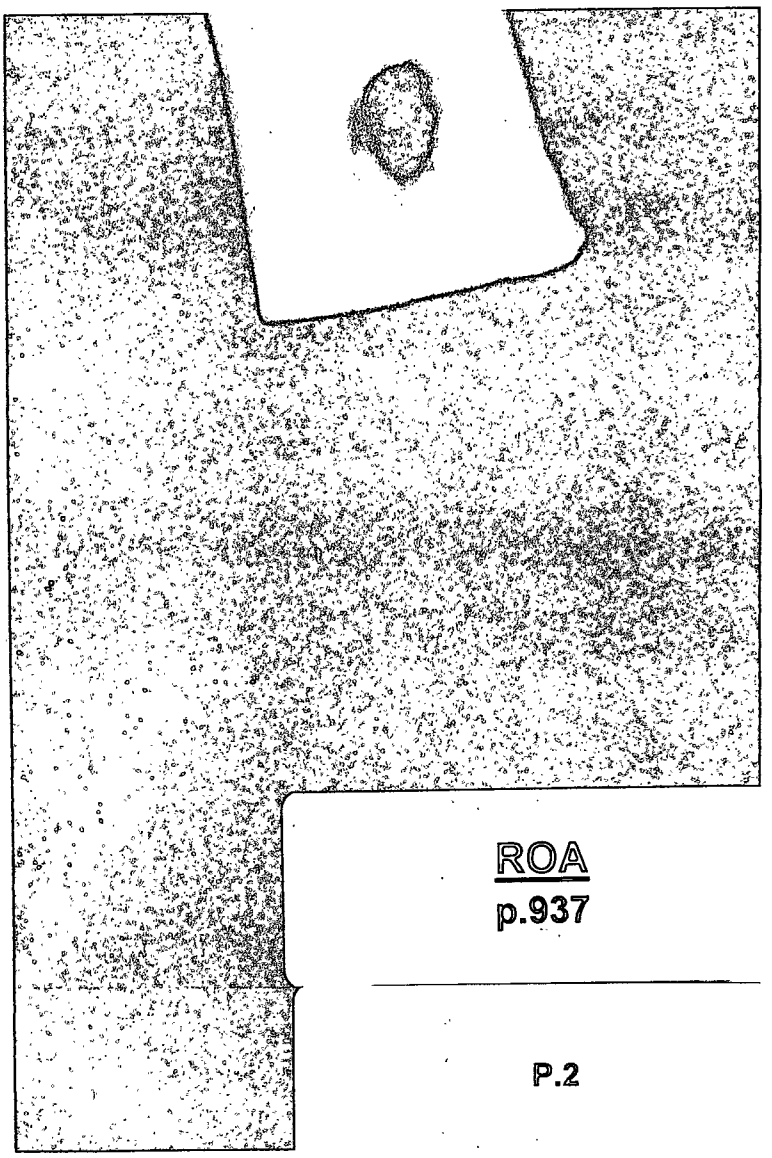
Re: 2nd cause of action (IIED) in 6/9/14 amended complaint; esp. p.5 para. 28











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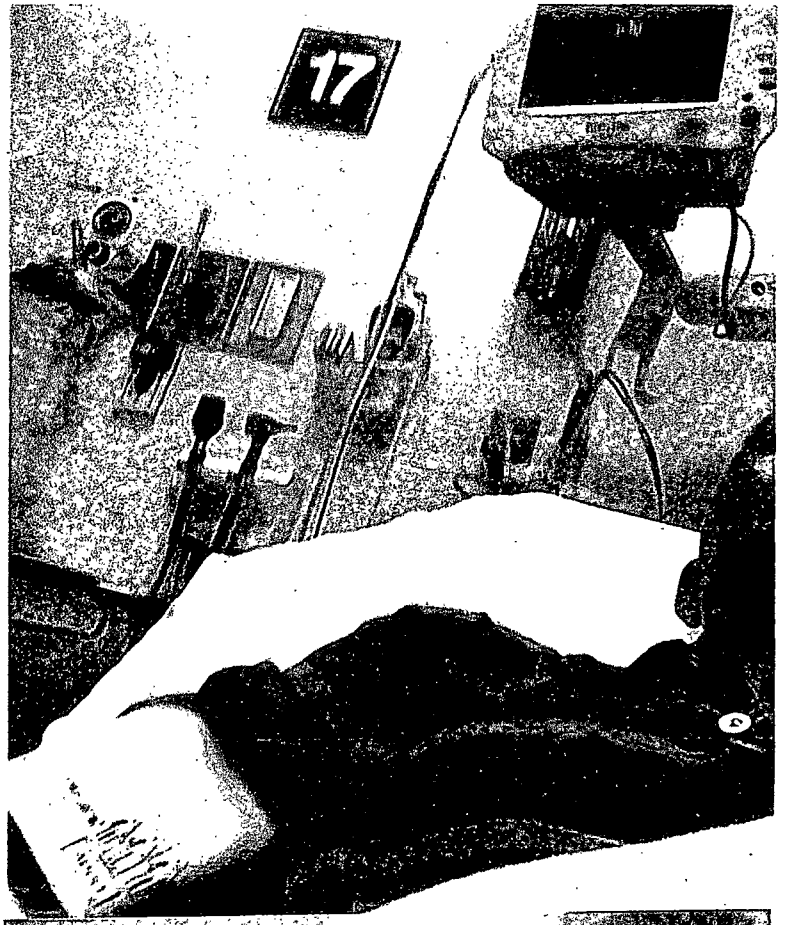
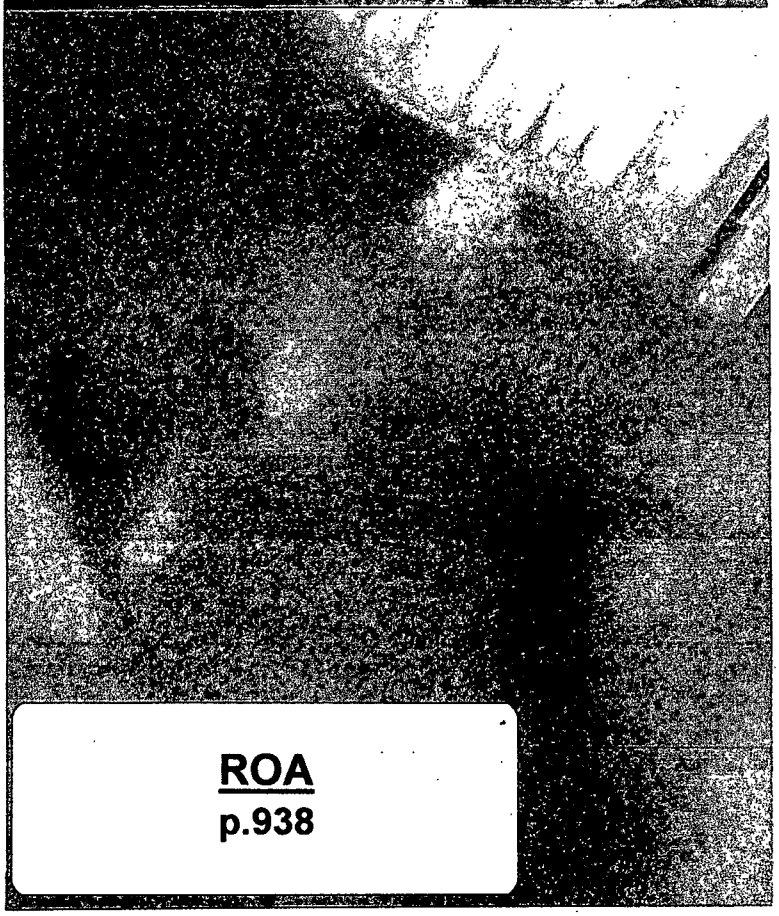
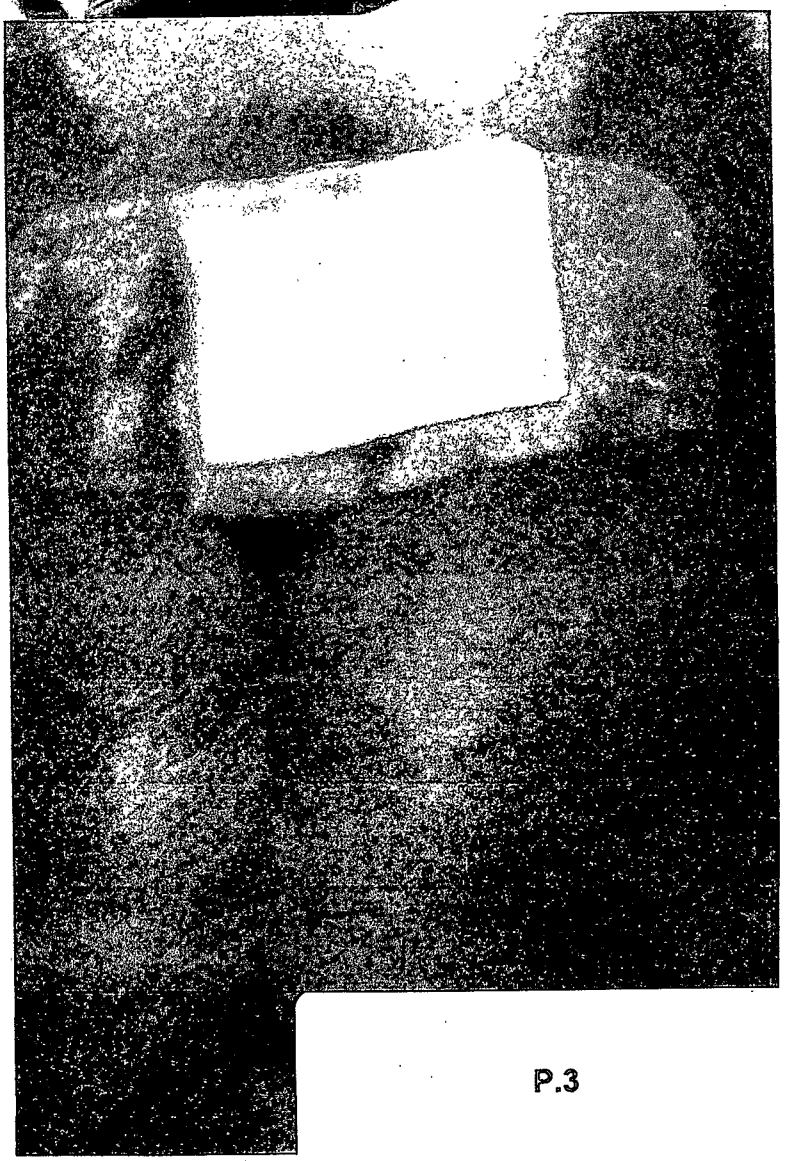
p.937







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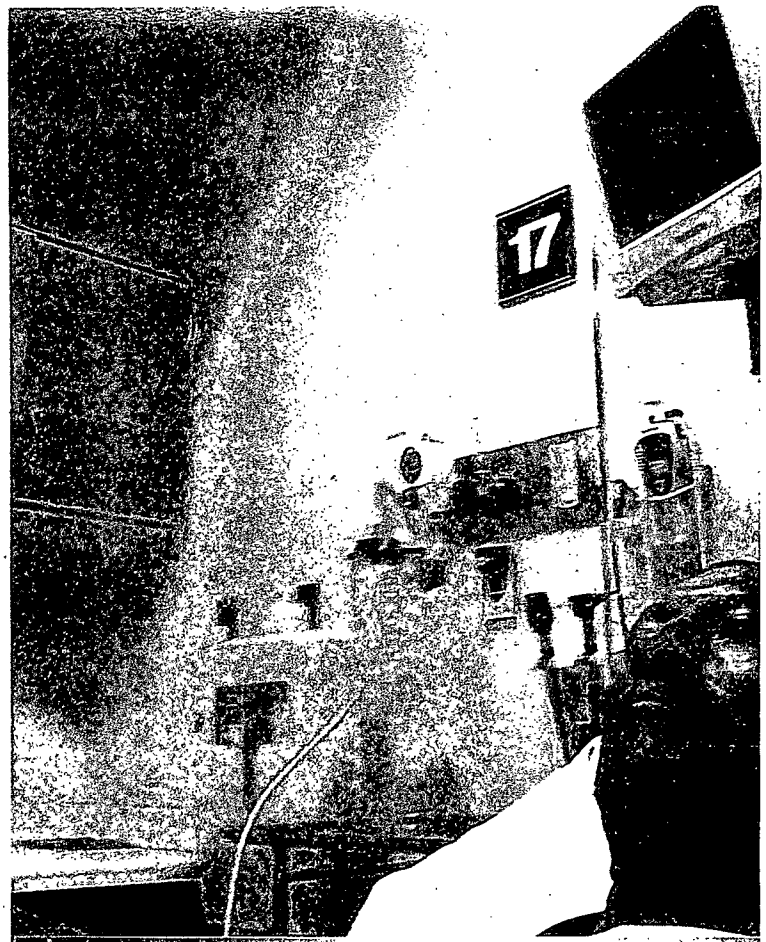
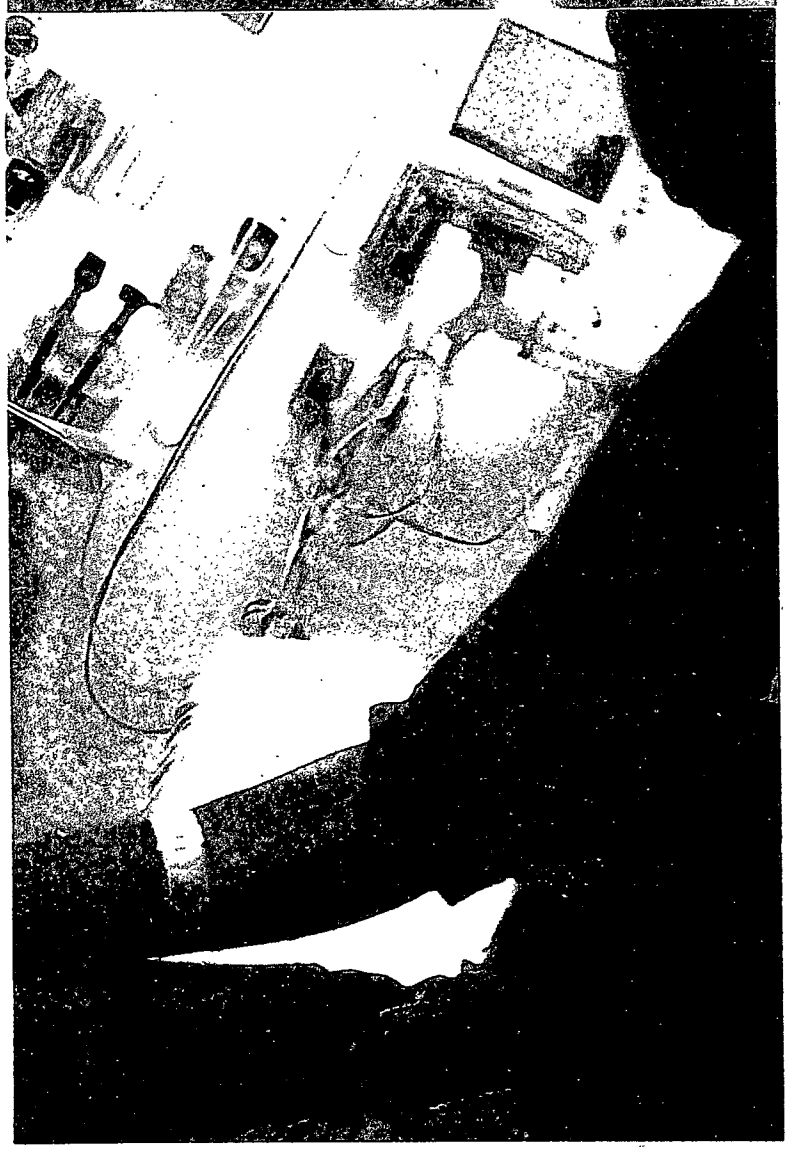
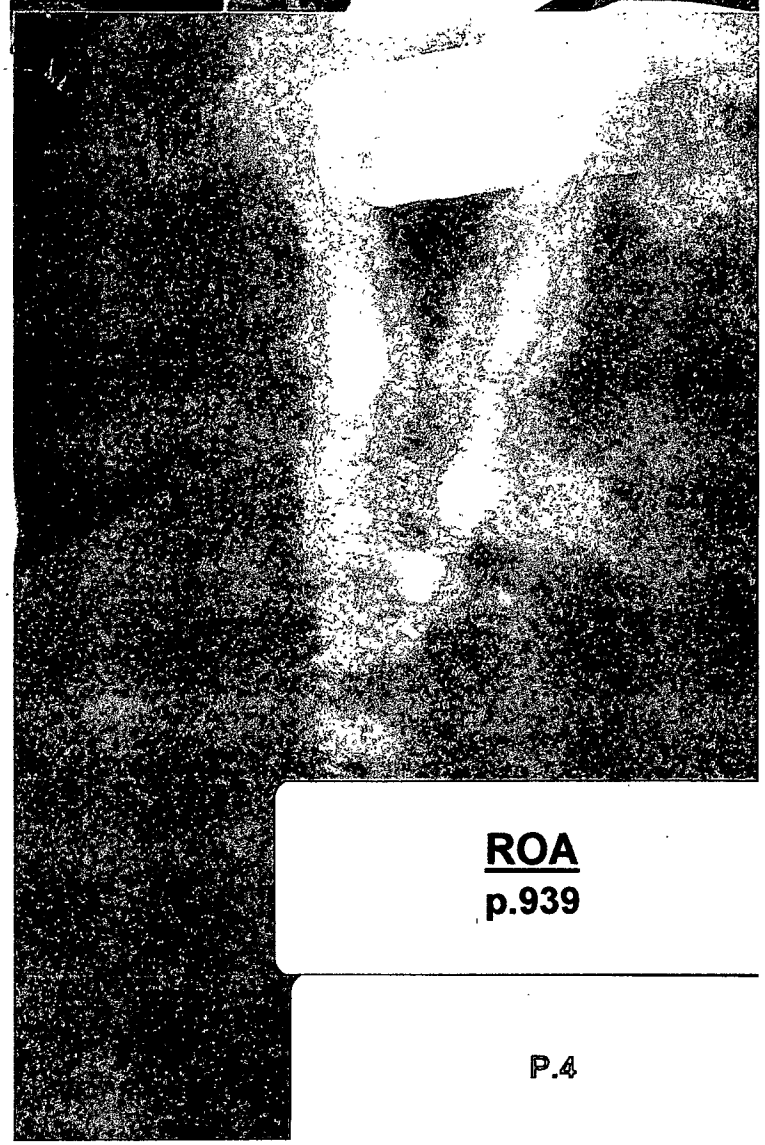
p.938

P.3







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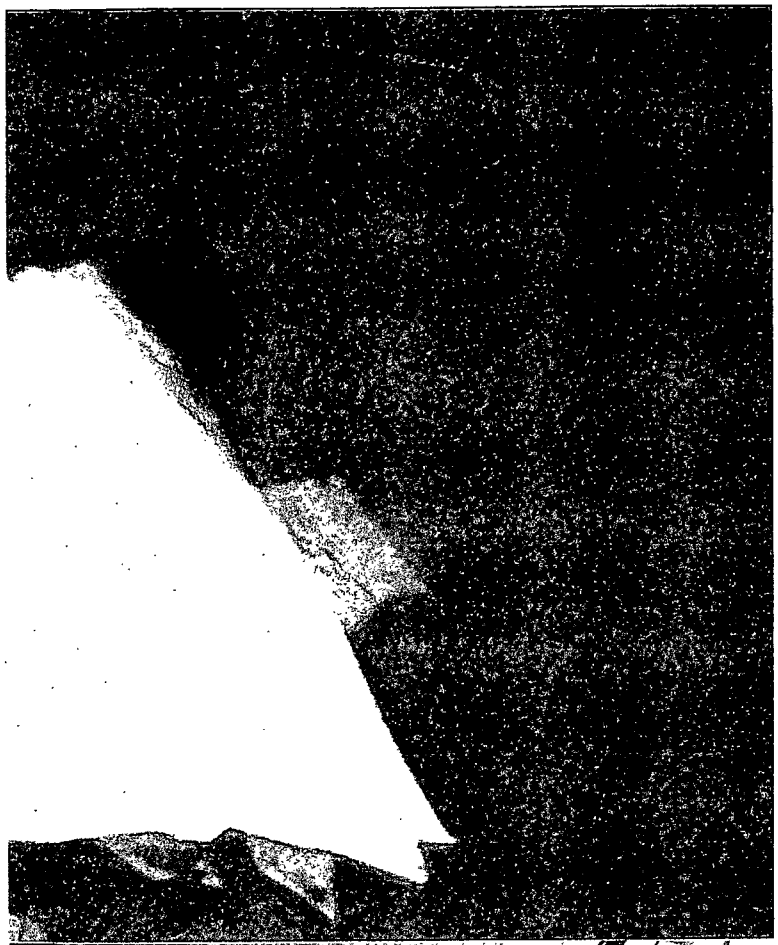
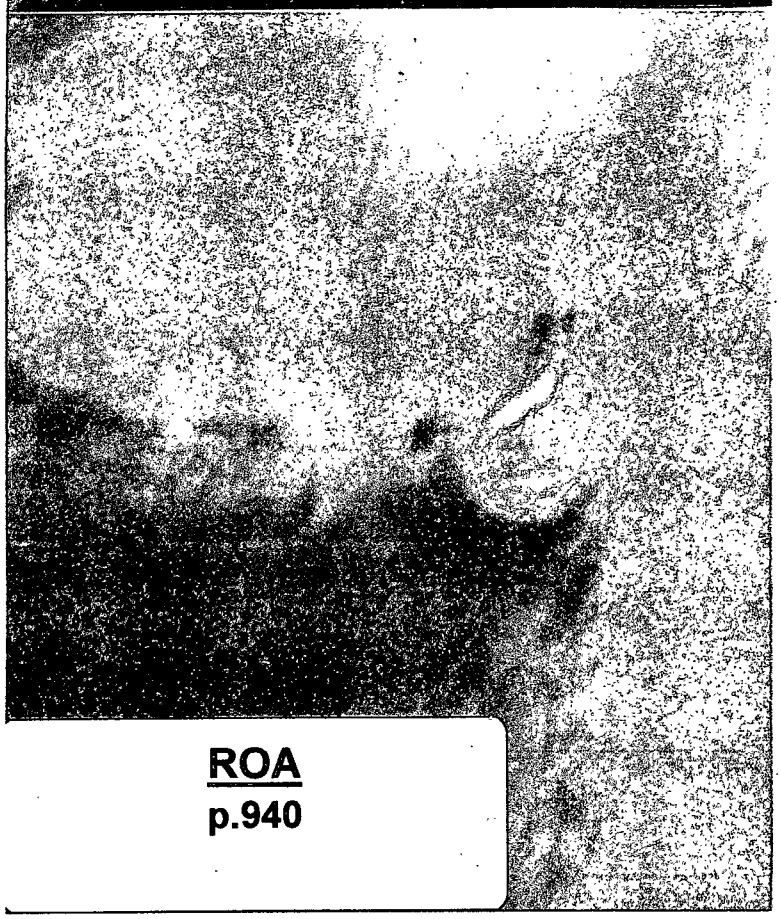
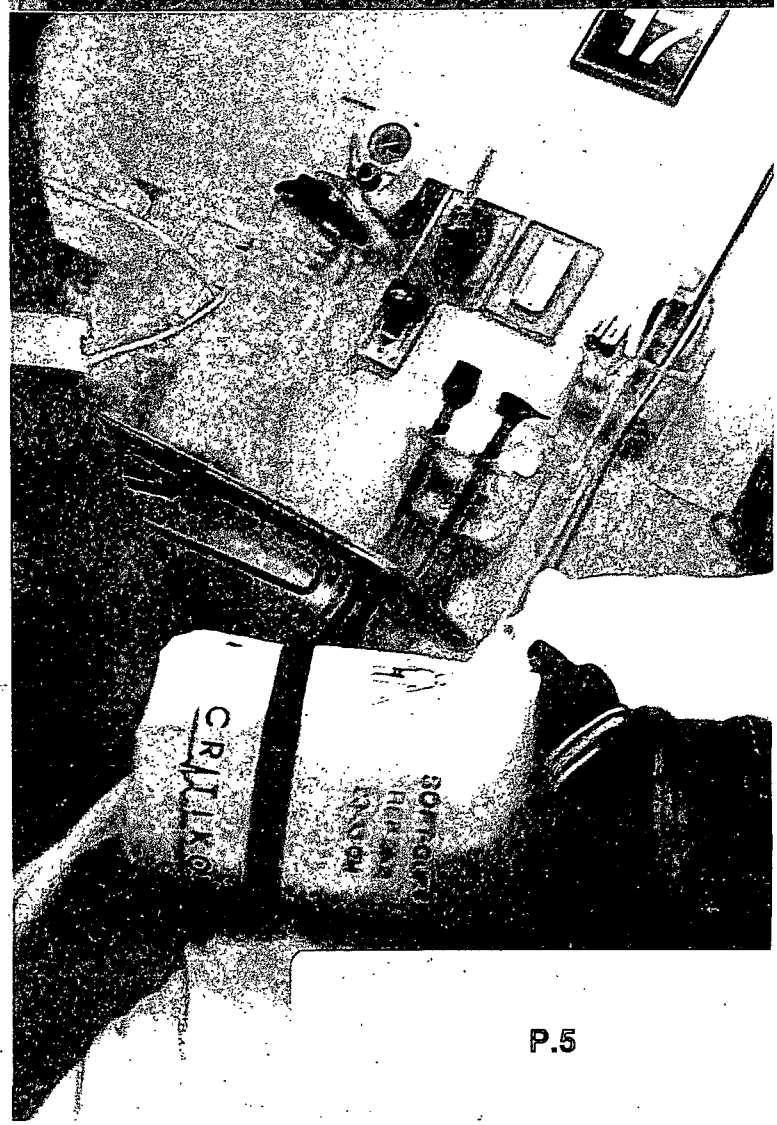
p.939







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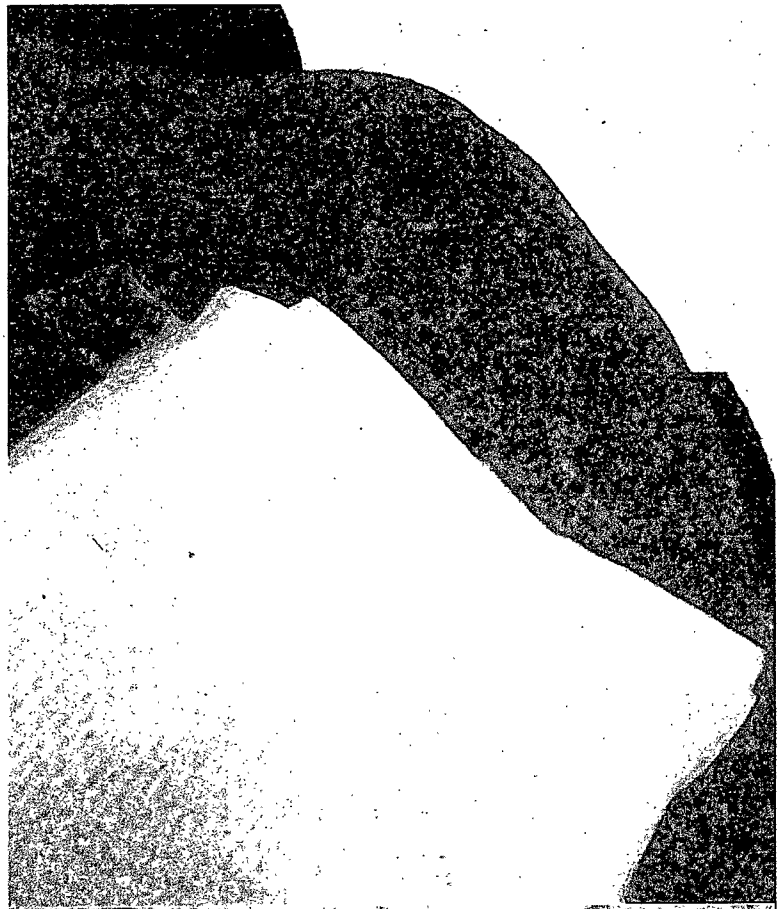
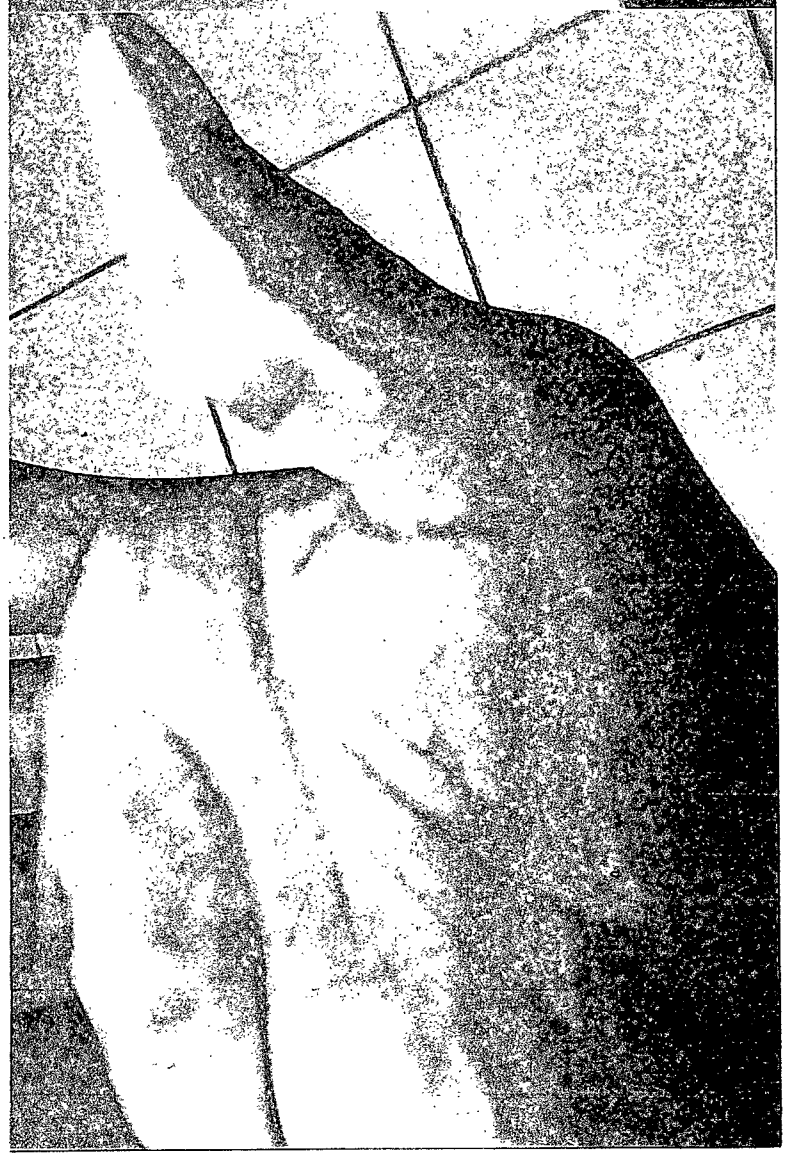
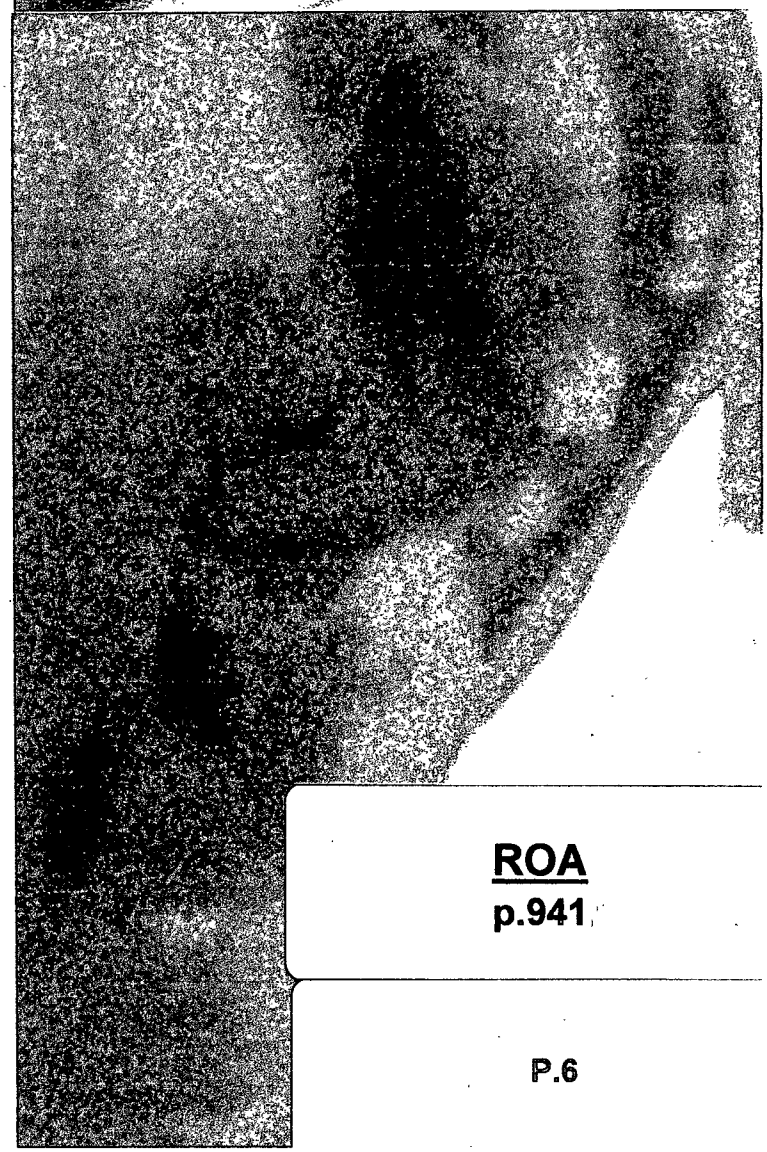
p.940







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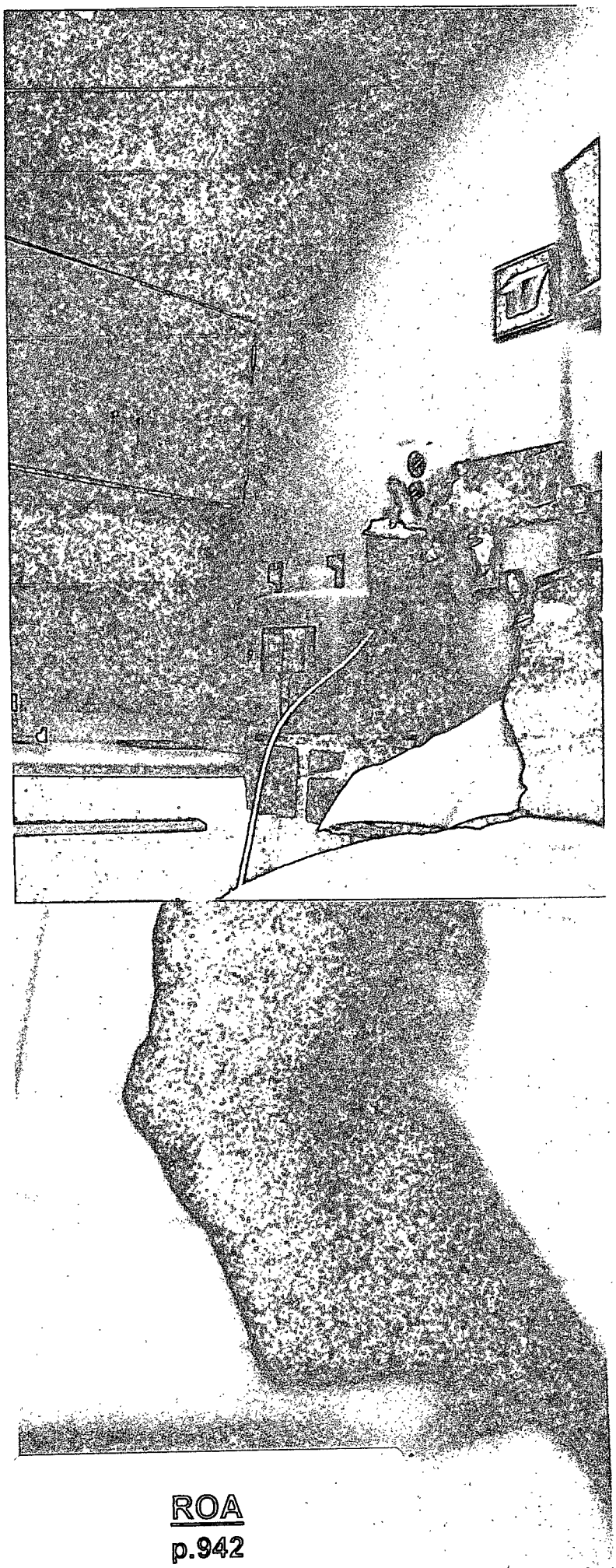
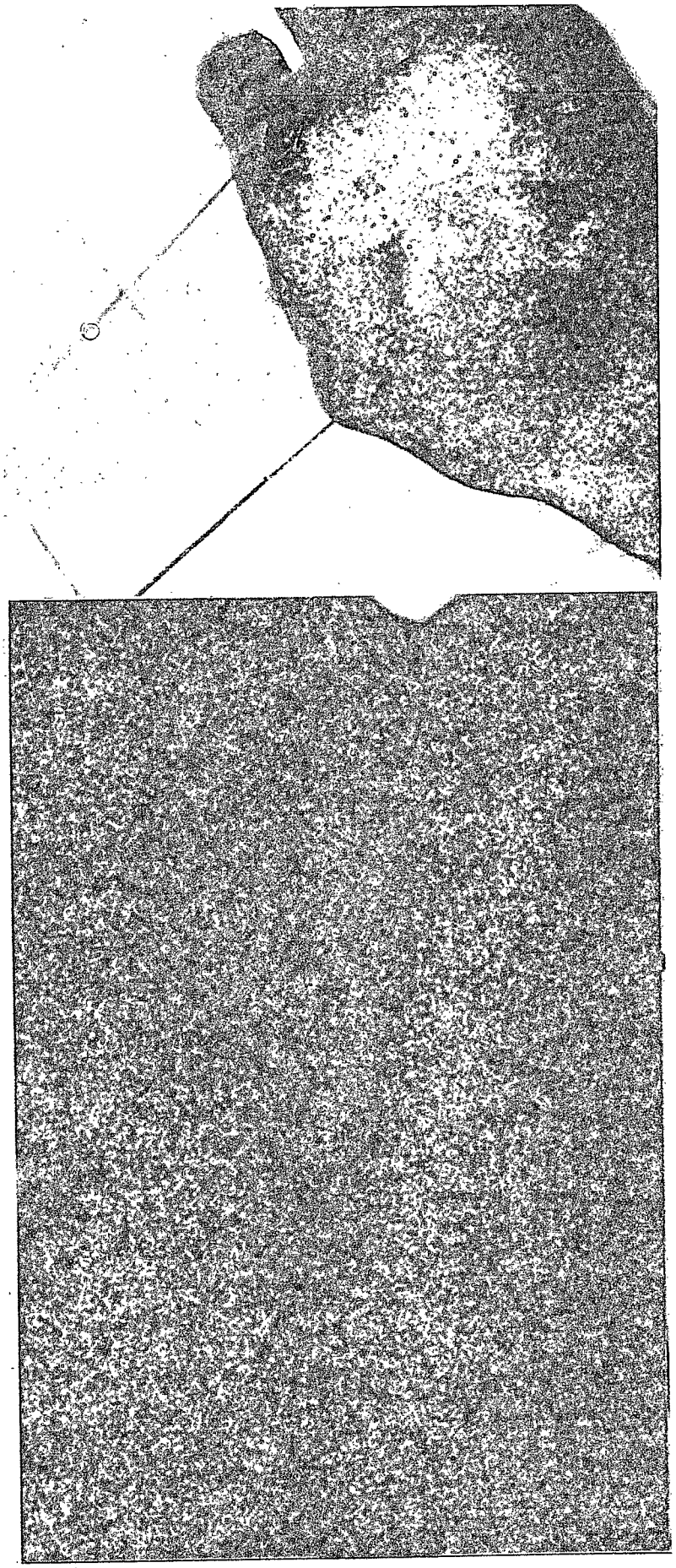
p.941





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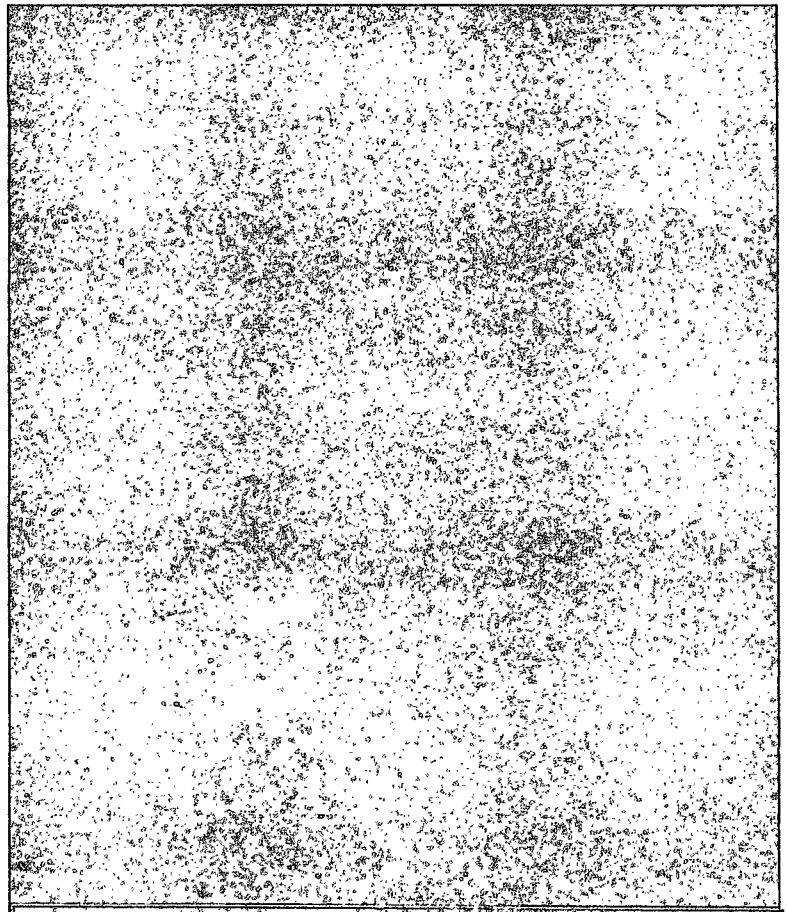
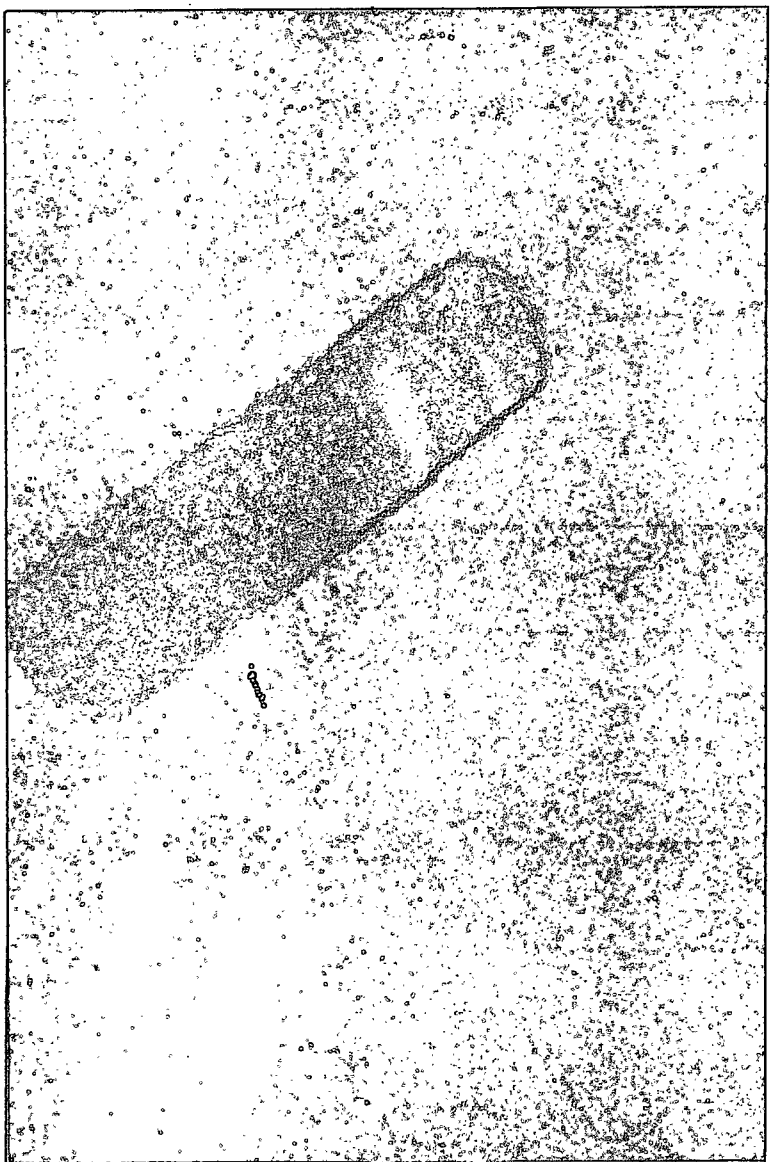
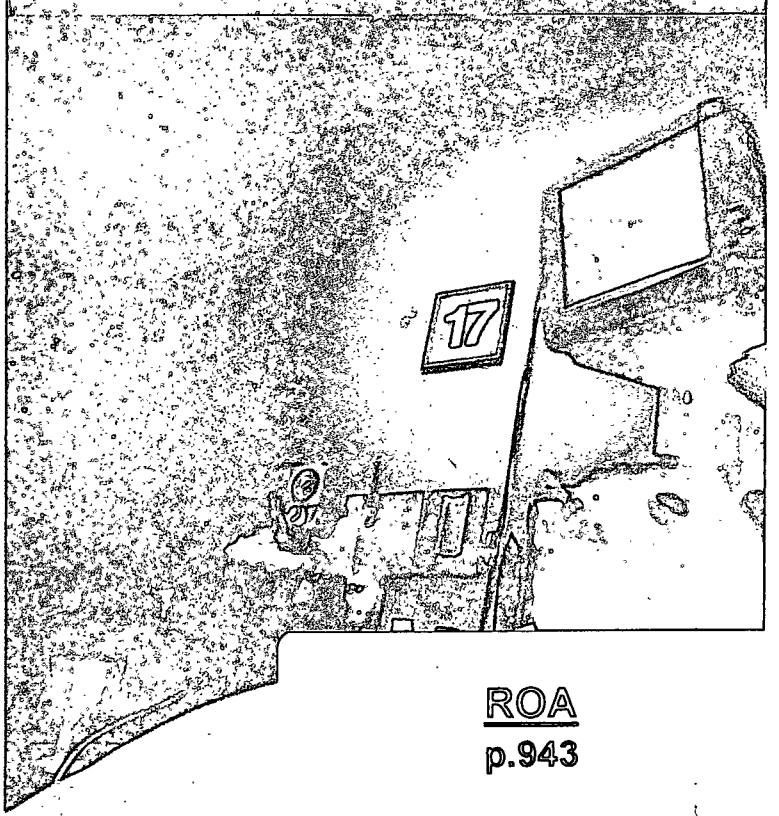
p.942





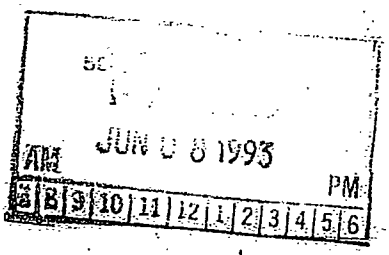


ROA
p.943

:TURN FORM(S) TO:

'fice of the Secretary of State
ɔrporations Division
O. Box 11350
ɔlumbia, S.C. 29211

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



ARTICLES OF INCORPORATION
FOR A
STATUTORY CLOSE CORPORATION

1. The name of the proposed corporation is Stop 'N' Save, Inc.

2. This corporation is a statutory close corporation, pursuant to Chapter 18, Title 33 of the 1976 South Carolina Code, as amended.

3. The initial registered office of the corporation is 5318 Fairfield Road
Street & Number

Columbia — City
Richland — County
29203 — Zip Code

and the initial registered agent at such address is Zaher Mohammad.

4. The corporation is authorized to issue shares of stock as follows. Complete a or b, whichever is applicable:

a. ☒ The corporation is authorized to issue a single class of shares, and the total number of shares authorized is 1,000.

b. ☐ The corporation is authorized to issue more than one class of shares:

Class of shares	Authorized No. of Each Class

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

NONE

5. The existence of the corporation shall begin as of the filing date with the Secretary of State unless otherwise indicated (See §33-1-230(b)): file date

6. Unless specified otherwise below, the transfer of shares of stock of the corporation shall be subject to the restrictions set out in §§33-18-110 through 33-18-130 of the 1976 South Carolina Code, as amended. Specify any variations in the statutory format in §§33-18-110 through 33-18-130:

7. Unless otherwise specified below the corporation shall have a board of directors (See §33-18-210 of the 1976).
   ☐ This corporation elects not to have a board of directors.

8. Check, if applicable:

   ☐ This corporation elects to have the provisions of §§33-18-140 thru 33-18-170 of the 1976 Code, which give the estate of a deceased shareholder the right to compel the corporation to purchase the deceased shareholder's shares, apply. Specify any variations in the statutory format in §§33-18-140 through 33-18-170:

9. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (see §33-2-102 and the applicable comments thereto; and §§33-18-330, 35-2-105, and 35-2-221 the 1976 South Carolina Code):

NA

10. The name and address and signature of each incorporator is as follows (only one is required);

Name	Address	Signature
Zaher Mohammad	5318 Fairfield Rd. Cola, 29203	

11. I, Brian L. Boger, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date June 4, 1993

Brian L. Boger
(Signature)

Brian L. Boger
(Type or Print Name)

Address P.O. Box 65
Columbia, SC 29202

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Schedule of Fees - Payable at time of filing the Articles with the Secretary of State

Fee for filing Articles of Incorporation (payable to Secretary of State)	$ 10.00
Filing Tax (payable to Secretary of State)	100.00
Minimum License Fee (payable to S.C. Tax Commission)	25.00

4. THIS FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CORPORATIONS (See §12-19-20) AND A CHECK IN THE AMOUNT OF $25.00 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION FOR THE INITIAL LICENSE FEE.

SPECIAL NOTE

All share certificates issued by a statutory close coporation must contain the follc

THE RIGHTS OF SHAREHOLDERS IN A STATUTORY CLOSE CORPORATION MAY DIFFER MATI SHAREHOLDERS IN OTHER CORPORATIONS. COPIES OF THE ARTICLES OF INCORPORATION AGREEMENTS AND OTHER DOCUMENTS, ANY OF WHICH MAY RESTRICT TRANSFERS AND A MAY BE OBTAINED BY A SHAREHOLDER ON WRITTEN REQUEST TO THE CORPORATION.

Form Approved by South Caroli
Secretary of State 1/89

U-HAUL AGREEMENT WITH INDEPENDENT DEALERS DOES NOT VIOLATE ANTITRUST RULES

March 9, 2005

PHOENIX -- Based on a review of the agreements between U-Haul Companies and independent dealers, a federal appeals court concluded that the dealers are truly agents, allowing pricing to be determined by the U-Haul Companies.

"This opinion validates the way we do business," said Larry De Respino, U-Haul director of Litigation. "U-Haul Companies and dealers across the nation can continue to provide consumers with the same great products and service, at the lowest cost."

U-Haul Companies conduct the rental business through a network of more than 1,300 company-owned rental centers and about 13,700 independent dealers. The independent dealers typically are hardware stores, storage centers, gas stations and other businesses.

U-Haul was represented by a team of lawyers from the national law firm of Bryan Cave LLP led by Lawrence Scarborough, a partner in the Phoenix office.

"Along with validating the agency relationship," Scarborough said, "the contracts clearly stated that the U-Haul Companies would bear the risk of loss or damage to the equipment, thereby refuting any possibility of coercion on the part of the companies."

The Bryan Cave team that assisted U-Haul in this claim also included Partner Alex Grimsley and Associates Meridyth Andresen, Arindam Kar and Jason Hall.

Bryan Cave is among the 35 largest law firms in the world and has a diversified international practice. The firm represents a wide variety of business, financial, institutional and individual clients, including publicly held multinational corporations, large and mid-sized privately held companies, partnerships and emerging companies. Aided by extensive investments in technology, Bryan Cave's 800 lawyers in 15 offices across the United States, United Kingdom, the Middle East and Asia efficiently serve clients' needs in the world's leading business and financial markets.

For more information, contact
Luis Mocete at 212/541-1141
luis.mocete@bryancave.com

PLAINTIFF'S ITEM #16
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

VERIFIED APPLICATION FOR ADMISSION *PRO HAC VICE* IN THE STATE OF SOUTH CAROLINA

Charles Taylor	2013-CP-43-1808	In The Court of Common Pleas, Third Judicial Circuit
Plaintiff	Case No.	Court

vs.

U-Haul Co. of South Carolina, et al.
Defendant

Mailing Address of Court: 215 N. Harvin Street, Sumter, SC 29150

RECEIVED
MAY 14 2014
S.C. SUPREME COURT

Comes now Julia L. Fenwick, applicant herein, and respectfully represents the following:

1. Applicant resides at:
961 Piedmont Avenue, NE
Street Address

Atlanta	Fulton	Georgia	30309
City	County	State	Zip Code

(601) 416-8740
Telephone

2. Applicant is an attorney and a member of the law firm of (or practices law under the name of) Bryan Cave LLP, with offices at, at
One Atlantic Center, Fourteenth Floor, 1201 W. Peachtree Street, NW
Street Address

Atlanta	Fulton	Georgia	30309
City	County	State	Zip Code

(404) 572-6923	(404) 572-6999
Telephone	Fax Number

3. Applicant has been retained personally or as a member of the above named law firm by U-Haul Co. of South Carolina, El Cheapo Plus #7 d/b/a Stop 'N' Save, Inc., and Roy Rahal to provide legal representation in connection with the above case now pending before the above named court of the State of South Carolina.

4. Since November of 2009, applicant has been, and presently is, a member in good standing of the bar of the highest court of the District of Columbia or the State of Georgia where applicant regularly practices law. Attached is a certificate of good standing.

5. Applicant has been admitted to practice before the following courts: (List all of the following courts applicant has been admitted to practice before: United States District Courts; United States Circuit Courts of Appeals; the Supreme Court of the United States; and courts of other states or the District of Columbia.)

Court:	Date Admitted:
State of Georgia Supreme Court	June 7, 2010
Court of Appeals of State of Georgia	June 7, 2010
United States District Court Northern District of Georgia	March 12, 2012
United States District Court Middle District of Georgia	October 5, 2012

PLAINTIFF'S ITEM #17
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

VERIFIED APPLICATION FOR ADMISSION *PRO HAC VICE*
IN THE STATE OF SOUTH CAROLINA

Charles Taylor	2013-CP-43-1808	County of Sumter, Third Judicial Circuit
Plaintiff	Case No.	Court

vs.

U-Haul Corporation, et al.
Defendant

Mailing Address of Court: 215 N. Harvin Street
Sumter, SC 29150

Comes now Randy J. Soriano, applicant herein, and respectfully represents the following:

1. Applicant resides at:

838 Castle Pines Drive
Street Address

Ballwin	St. Louis County	MO	63021
City	County	State	Zip Code

636-527-2434
Telephone

2. Applicant is an attorney and a member of the law firm of (or practices law under the name of) Bryan Cave LLP, with offices at, at

211 North Broadway, Ste. 3600
Street Address

St. Louis	St. Louis County	MO	63102
City	County	State	Zip Code

314-259-2384	314-552-8384
Telephone	Fax Number

3. Applicant has been retained personally or as a member of the above named law firm by Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 and UHSC to provide legal representation in connection with the above case now pending before the above named court of the State of South Carolina.

4. Since September 18 of 2002, applicant has been, and presently is, a member in good standing of the bar of the highest court of the District of Columbia or the State of Missouri where applicant regularly practices law. Attached is a certificate of good standing.

5. Applicant has been admitted to practice before the following courts: (List all of the following courts applicant has been admitted to practice before: United States District Courts; United States Circuit Courts of Appeals; the Supreme Court of the United States; and courts of other states or the District of Columbia.)

Court:	Date Admitted:
Missouri Eastern District Court	October 2002
State of Illinois	May 2003
Illinois Southern District Court	October 2002
Illinois Central District Court	February 2011
Colorado District Court	June 2011

PLAINTIFF'S ITEM #18
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

RECEIVED
MAR 03 2014
S.C. SUPREME COURT

Gallivan, White & Boyd, P.A.

One Liberty Square, Suite 1200
55 Beattie Place
Greenville, SC 29601
Phone: 864-271-9580
http://www.gwblawfirm.com

Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

Gallivan, White & Boyd, P.A., founded over 60 years ago in Greenville, South Carolina, is one of the Southeast's leading litigation and business law firms. With 62 attorneys and 76 support staff in our three offices located in Greenville and Columbia, SC and Charlotte, NC, our firm has the strength to tackle complex issues and the agility to change fields quickly when necessary. We are reliable problem solvers who lead our clients through challenges and opportunities great and small. Even as we grow, our lawyers continue to uphold GWB's reputation as one of the premier business and litigation firms in the Southeast. We are proud of our history and the results our attorneys have achieved for our clients over the years.

Achievements

Top-Listed in South Carolina in [redacted] Law with 5 lawyers.

Top-Listed in South Carolina in Railroad Law with 2 lawyers.

Top-Listed in Greenville, South Carolina in Railroad Law with 2 lawyers.

Top-Listed in Greenville, South Carolina in [redacted] Law with 3 lawyers.

Top-Listed in Greenville, South Carolina in Personal Injury Litigation - Defendants with 7 lawyers.

See more...

Best Lawyers in United States

Arbitration

H. Mills Gallivan (Greenville, SC)

Bet-the-Company Litigation

W. Howard Boyd, Jr. (Greenville, SC)
Gray T. Culbreath (Columbia, SC)
John T. Lay, Jr. (Columbia, SC)

Commercial Litigation

W. Howard Boyd, Jr. (Greenville, SC)
Gray T. Culbreath (Columbia, SC)
Jennifer E. Johnsen (Greenville, SC)
John T. Lay, Jr. (Columbia, SC)

Locations

United States

Charlotte, NC
One Morrocroft Centre, Suite 200
6805 Morrison Boulevard
Charlotte, NC 28211
Phone: 704-552-1712

Columbia, SC
1201 Main Street, Suite 1200
Columbia, SC 29201
Phone: 803-779-1833

Greenville, SC
One Liberty Square, Suite 1200
55 Beattie Place
Greenville, SC 29601
Phone: 864-271-9580

Practice Areas

Arbitration
Bet-the-Company Litigation
Commercial Litigation
Copyright Law
Employee Benefits (ERISA) Law
Employment Law - Individuals
Employment Law - Management
Insurance Law
Legal Malpractice Law - Defendants
Litigation - Intellectual Property
Mass Tort Litigation / Class Actions - Defendants
Mediation
Personal Injury Litigation - Defendants
Product Liability Litigation - Defendants
Professional Malpractice Law - Defendants
Railroad Law
Trademark Law

ROA
p.949

PLAINTIFF'S ITEM #19
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Sumter County
Third Judicial Circuit
Public Index

Switch View

The State of South Carolina VS Reginald Morton

Case Number:	2013A4310200609	Court Agency:	Sumter Bond Court	Filed Date:	05/21/2013
Case Type:	Criminal	Case Sub Type:			
Status:	Transferred	Assigned Judge:	Curtis, Kristi Fisher	Disposition Judge:	Curtis, Kristi Fisher
Disposition:	Transferred from Bond/Other Court				
Disposition Date:	05/21/2013	Date Received:		Arrest Date:	05/21/2013
Law Enf. Case:	13064975	True Bill Date:		No Bill Date:	
Prosecutor Case:		Indictment Number:		Waiver Date:	
Probation Case:					

Case Parties Charges Sentencing Associated Cases Actions Financials Bonds

Click the icon to show associated parties.

Name	Address	Race	Sex	Date Of Birth	Party Type	Party Status	Last Updated
Acceptance Bail Bonds / Jim Green, Jr.	966 Miller Rd. Sumter SC 29150				Bond Entity		05/21/2013
Mays, L C III	1281 North Main Street Sumter SC 29150-				Officer		05/21/2013
Morton, Reginald	334 Myrtle Beach Hwy Sumter SC 29150	Black	M	07/14/1954	Defendant		05/21/2013

CMSWeb 6.1

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PLAINTIFF'S ITEM #20
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

PLAINTIFF'S AFFIDAVIT
Re: c/a no: 2013-CP-43-1808

Personally appeared before me, having been duly sworn, Charles Taylor (Plaintiff) deposes and avers as follows:

That Reginald Morton, just fresh out of jail on bail for committing another crime, did got together with defendants--who then rented him their u-haul truck in a drug deal;

[because Reginald Morton--mad and high on pot / drugs etc.---said as much to plaintiff when he screamed in horror & outrage at Morton's atrocious conduct for intentionally hitting his house; how did you get that truck?!! to which he; high on whatever & angry; replied by swiping his hand across his nose; sniffing it to indicated---a drug deal--saying "it'll get you what you want"--in a spiteful manner to plaintiff, who already saw Morton's conduct was extreme, outrageous, reckless, intentional, malicious, egregious, etc., with the intent to do maximum harm, (get even for being evicted for non-rent payment and his drug dealing), to intentionally inflict severe emotional and physical distress & all other extreme harm on the disable plaintiff--again mad--for being evicted];

and a $300 + fee to defendants; for which truck Reginald Morton proceeded to do said damages to plaintiff's rental house, after which, drug dealer and license less Reginald Morton then jumped bail this time from S.C. to Maryland, with the same u-haul truck on 6-1-13; w/the bail bondsman and Sumter Co. Sheriff's Office looking for him and leaving their cards below with plaintiff to call them if Reginald Morton shows back up or that if his location is know; which plaintiff will thus do.

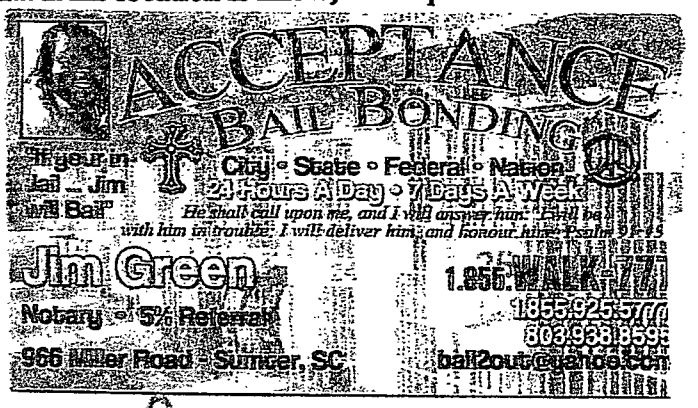
FURTHER AFFAINT SAYS NOT.

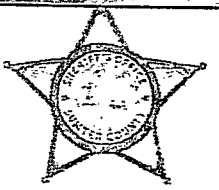
Charles Taylor

SWORN TO BEFORE ME THIS

10th Day of FEBRUARY 2014

Notary Public for South Carolina
MY COMMISSION EXPIRES:
July 26, 2017





SGT. TRIPP MAYS
CRIMINAL INVESTIGATOR

PLAINTIFF'S ITEM #21
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4776
tmays@sumtercountysc.org

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

COLUMBIA SC 292
25 MAR 2014 PM 4 T

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

NIXIE 295 7E 1009 0005/
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 29133501032 *2054-08933-

29153 05010
2915305585

PLAINTIFF'S ITEM #22
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

CERTIFIED MAIL™

7013 3020 0001 4177 9467

UNITED STATES POSTAL SERVICE

1000

29150

Refused

RETURN RECEIPT REQUESTED

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

NIXIE 296 SE 1009 0006/

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD

SC: 29153501032 *1454-06478-

29153 0018
2915056659

PLAINTIFF'S ITEM #23
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

PENGAD 800-631-6989

DEPOSITION EXHIBIT
#22

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7013 3020 0001 4177 9467

PS Form 3811, July 2013 Domestic Return Receipt

COLUMBIA SC 290

25 MAR 2014 PM 2 1

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

NIXIE 296 7E 1009 0005

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESS
UNABLE TO FORWARD

BC: 29153501032 *1554-0559

29153-5010

PLAINTIFF'S ITEM #24
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

COLUMBIA SC 290

02 APR 2014 PM 2 L

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

Roy Rahal
390 S. Guignard Drive
Sumter SC 29150

NIXIE 296 7E 1009 0005,

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSE
UNABLE TO FORWARD

BC: 29155301032 *1554-01977

29153 05010
29150566590

PLAINTIFF'S ITEM #25
re: Defendant's Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

UNITED STATES POSTAL SERVICE
1000
29150
U.S. POSTAGE PAID SUMTER, SC 29150 MAY 14, 14 AMOUNT
$1.19
00084418-10

Return

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

NIXIE 000003190-1N 05/35/14
RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER

PLAINTIFF'S ITEM #26
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

7011 2000 0001 7203 5199

UNITED STATES POSTAL SERVICE

1000

29150

U.S. POSTAGE PAID
SUMTER, SC
29150
MAR 28, 14
AMOUNT
$7.40

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

04/05/14

NIXIE 291503060-1N

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER

PLAINTIFF'S ITEM #27
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roy Rahal
390 S Guignard Drive
Sumter SC 29150

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

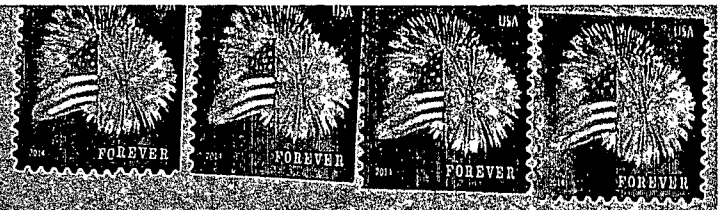
3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7011 2000 0001 7203 5199

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153



UNITED STATES POSTAL SERVICE
1000
29150
PAID
SUMTER,SC
29150
JUN 24, 14
AMOUNT
$0.49
00075937-30

Via Regular U.S Mail

Roy Rahal @
EL CHEAPO PLUS #7
390 S. Guignard Dr.
Sumter, S.C. 29150

NIXIE 291503137-1N 07/02/14
RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER

SERVE THEM
***AMENDED* COMPLAINT**
Per Judge Young
3rd Judicial Circuit

PLAINTIFF'S ITEM #28
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

UNITED STATES POSTAL SERVICE

1000

29150

PAID
SUMTER, SC
29150
JUN 24, 1
AMOUNT
$0.49
00075937

Via Regular U.S. Mail

Stop N Save, Inc. d/b/a
EL CHEAPO PLUS #7
390 S. Guignard Dr.
Sumter, S.C. 29150

NIXIE 291503137-1N 07/02/14

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER

SERVE THEM
***AMENDED* COMPLAINT**
Per Judge Young
3rd Judicial Circuit

PLAINTIFF'S ITEM #29
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

SUMTER COUNTY SHERIFF'S OFFICE

CIVIL DIVISION
1281 North Main
Sumter, SC 29153
Phone: (803) 436-2000

Docket/Case # 2013CP431808

Date: April 15, 2014

Civil ID: 16439

Plaintiff Name	AFFIDAVIT OF SERVICE OR NON-SERVICE
CHARLES TAYLOR	
Versus	
Served to: RAHAL, ROY	SUMMONS AND COMPLAINT

I, BEAVER, GARY, being duly sworn, do certify that on April 14, 2014, I did personally attempt service to the defendant named above, a copy of SUMMONS AND COMPLAINT.

[X] Served the within named: Roy Rahal

[ ] Was unable to serve the within named:

[X] By Personal Service

[ ] By Residence Service leaving with _____

[ ] Unable to Serve due to: _____

Associated Fees: Mileage: $0.00 Other: $0.00 Total Fees: $0.00

4/21/14

Sworn and Subscribed before me:

Notary Public for South Carolina

My Commission Expires 10/11/22

Name of Server

PLAINTIFF'S ITEM #30
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER) 3rd JUDICIAL CIRCUIT

CHARLES TAYLOR) C/A No: 2013-CP-43-1808

PLAINTIFF)

VS.)

(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)

(2). ROY RAHAL;)

DEFENDANTS)

RECORDED
2015 JUN -1 PM 3:10
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

PLAINTIFF'S NOTICE
to Defendants
3RD

THIS IS NOTICE TO THE ABOVE DEFENDANTS WITH THE ATTACHMENTS

RE: HEART CONDITION.

Showing the continuing & damaging effects Defendants—outrageous, heinous, illegal, atrocious, extreme, & like conduct-their; **Intentional Infliction of Severe Emotional & Physical Distress;** is reaping upon my heart (of Disable Plaintiff); so Defendants can't later deny they were apprised of such; **& THAT I WILL PROVE TO THE JURY (w/this notice) THAT DEFENDANTS WERE APPRISED OF MY HEART CONDITIONS RESULTING FROM--THEIR--IIED AND THAT I DEMANDED IMMEDIATE COMPENSATION FOR ALL THE DAMAGES THEY CAUSED & THAT THEY STILL REFUSED FROM BEGINNING-TO-PRESENT.**

Respectfully Submitted,

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BCH HWY SUMT SC 29153
803-609-7990

Sumter, South Carolina

May 29, 2015

PLAINTIFF'S ITEM #31
Re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Sumter Cardiology
A Lexington Medical Center Physician Practice

540 Physicians Lane, Sumter, SC 29150
(803) 778-1941 • **FAX:** (803) 938-9513
SumterCardiology.com

Mitchell W. Jacocks, MD
C. West Jacocks, IV, MD
Leslie A. Beben, PA-C

Nuclear Stress Test Instructions

Dear Patient: Charles Taylor

Your doctor has recommended that you have a Nuclear Stress Test. Special medications are ordered specifically for your test, therefore, please give a 24-hour notice if you are unable to keep your appointment.

Instructions:

1. Please inform the technologist if you may be pregnant.
2. Please allow 2 ½ to 4 hours for this test.
3. Do not take any medication the day of your test, unless otherwise instructed. ****Diabetic Patient See #5****
4. Drink 2 cups of water before you arrive.
5. Do not eat after midnight unless you have an afternoon appointment, then you may have a light breakfast (toast, cereal, bagel, etc.) It is okay to brush your teeth if you are fasting. ****If you are diabetic and take medication for your diabetes, only take ½ of the diabetic medications with a light breakfast 2 hours before your appointment time, even if you have a morning appointment.****
6. **No caffeine.** This includes caffeine-free coffee, tea, or sodas the day of the test.
7. Wear comfortable clothes and walking shoes.
8. You may eat and drink after the stress portion is complete. You may bring a snack.

Appointment Date: Thur. June 11, 2015 Time: 2:30 ☐ A.M. ☒ P.M.

Location: Dr M. Jacocks office.

If you have any questions, please call Nancy or Margaret at (803) 778-1941 ext. 204.

ABOUT THE TEST: An IV will be placed in your arm for the administration of a
material to allow imaging of your heart. We will take a series of pictures while y
table. A treadmill stress test will be done after this time. If you are unable to ex
the IV to simulate exercise. After the stress portion, another series of pictures w

Lexington Medical Center

SUMTER CARDIOLOGY

540 Physicians Lane, Sumter, SC 29150
Phone: 803-778-1941 Tax ID # 57-0874077

C. West Jacocks, IV, M.D
Mitchell W. Jacocks, M.D
Leslie A. Beljen, P.A.

CPT 4 ✓	OFFICE SERVICES	FEE
99212	Brief Office Visit	
99213	Office Visit	
99214	Detailed Office Visit	
99215	Comprehensive Office Visit	
99202	Initial Exam, Limited	
99203	Initial Exam, Brief	
99204	Initial Exam, Comprehensive	
99205	Initial Exam, High Comp.	
99243	Brief Consultation	
99244	Consultation	
99245	Consultation, High Risk	
99211	Nurse Visit	
G8553	E-Prescribe	
	CLINICAL TESTS	
83880	BNP	
93000	Electrocardiogram	
93701	ICG	
93293	Pacemaker/Reprogram (Single)	
93280	Pacemaker/Reprogram (Dual)	
85610	Protime	
93015	Treadmill	

CARDIOLOGY	
Abnormal EKG	794.31
Abnormal Stress Test	794.30
Acute Myocardial Infarction	410.90
Anemia	280.0
Angina	413.9
Aortic Insufficiency	424.1
Aortic Stenosis	396.0
Arrhythmias	427.9
Atrial Fib	427.31
Atrial Septal Defect	745.5
Atypical Chest Pain	786.51
Cardiomyopathy	425.4
Carotid Stenosis	433.10
Chronic Obstructive Pulmonary Disease	491.20
Claudication	442.3
Congenital Heart Defect	746.9
Congenital Heart Disease	746.3
Congestive Heart Failure	428.0
Coronary Artery Disease	414.01
CVA	436
Deep Vein Thrombosis	453.42
Diabetes Mellitus	250.00
Dizziness	780.4
Dyspnea/Cardiac	428.1
Edema	782.3
Fatigue, Weakness	780.79
HCVD	402.10
Heart Murmur	785.2
Heart Valve Replacement	V43.3
Hyperlipidemia	272.4
Hypertension, Controlled	401.1
Hypertension, Pulmonary	416.0
Hypertension, Uncontrolled	401.0
Hypotension, Orthostatic	458.0
LBBB	426.3
Malfunction Defibrillator	996.04
Malfunction Pacemaker	996.01
Mitral Insufficiency	396.3
Mitral Regurgitation	424.0

CARDIOLOGY	
Mitral Stenosis	394.0
Mitral Valve Prolapse	394.2
Palpitations	785.1
Pericardial Effusion	423.9
Pericarditis	420.90
Peripheral Vascular Dis.	443.9
Pre-Op Cardiovascular Exam	V72.81
Pulmonary Emboli	415.19
PVCs	427.69
RBBB	426.4
Sick Sinus Syndrome	427.81
Supraventricular Tachycardia	427.0
Syncope	780.2
Tachycardia	785.0
Tobacco Dependence	305.1
Transic Ischemia Attack	435.9
Other	

SCHEDULE

Labs
Holter Monitor
Event Monitor
2-D Echo
Aorta U/S
LE Segmental
Carotid Study
Arterial Study
Venous Study
Catherization
Treadmill
PEST
Nuclear Stress
Other

Patient Information

Ticket#:34176428
Pat#:2121588 CON ✓
Chart#: 0.00
Prior Diagnoses:

Date	Group	Dept	Doctor	Time	Today's Charge
05/13/15	98		JACOCKS MD, MITCHE	04:15P	

Patient	D.O.B.		Sex	Soc. Sec. #	Prior Balance
CHARLES TAYLOR	10/08/55	59	M	XXX-XX-XXXX	0.00

Responsible Party:
CHARLES TAYLOR
332 MYRTLE BEACH HWY ck address
SUMTER, SC 29153
803-609-7990

Location: SUMTER CARDIOLO
Patient 0.00
Insurance 0.00
Adjustment
Reason For Visit: CHEST PAIN
Referring Doctor: VILLANUEVA, JOSEPH
Today's Payme 25

Current	Over 30 Days	Over 60 Days	Total Due
0.00	0.00	0.00	0.00

Insurance Company	BA	SCT
MEDICARE	Y	I

Diagnosis

Return Appointment:
_____ days _____ weeks _____ months _____ PRN

PHYSICIAN SIGNATURE

ROA
p.965

P.3

PS GRAPHICS 803-414-2291

Appointment Reminder

Patient: **TAYLOR, CHARLES E.**

Patient #: 2121588

has appointment(s)

Resource: **SUMTER CARDIOLOGY ECHO**

Date: **Wednesday, May 20, 2015**

Time: **04:00 pm**

Group: SUMTER CARDIOLOGY

Facility: SUMTER CARDIOLOGY
540 PHYSICIANS LANE
SUMTER, SC 29150-3370
(803) 778-1941

Resource: **JACOCKS MD, MITCHELL W.**

Date: **Thursday, June 18, 2015**

Time: **03:00 pm**

Group: SUMTER CARDIOLOGY

Facility: SUMTER CARDIOLOGY
540 PHYSICIANS LANE
SUMTER, SC 29150-3370
(803) 778-1941

CAROLINA
CONVENIENT CARE, LLC

649 W. WESMARK BLVD.
SUMTER, SC 29150
PHONE: 803-469-7500 FAX: 803-469-7560

Appointment with:

☐ Jonessa Atienza, M.D.
☒ Joseph Villanueva, M.D.
☐ Bhatraphol Tingpej, M.D.

☐ Other _____

Patient C. Taylor
Date 5-15-15
Time 4:40 pm

Please bring all medications to visit.

If unable to keep this appointment, please give 24 hours notice.

Charles.
Taylor.

M _____

Day	Date	Time
5-19-15	@	4:00
Dr. Docherty.		

Please bring all medications at visit

Appointment with:

☐ James R. Cain, III, M.D.
☐ Natsurang Chong, M.D.
☐ Tepsiri Chong, M.D.
☐ J. Harrell Docherty, Jr., M.D.
☐ Teeranun Jira, M.D.
☐ Prabhakorn Kitbhoka, M.D.
☐ Usah Lilavivat, M.D., F.A.C.P., F.A.C.E., CDE
☐ Jose R. Salcedo, M.D., F.A.A.P., F.A.S.N.
☐ Pusadee Suchinda, M.D.
☐ Yaw Boateng, MS, MPH, RD, CDE

CAROLINA
CONVENIENT CARE, LLC

649 W. WESMARK BLVD.
SUMTER, SC 29150
PHONE: 803-469-7500 FAX: 803-469-7560

Appointment with:

☐ Jonessa Atienza, M.D.
☒ Joseph Villanueva, M.D.
☐ Bhatraphol Tingpej, M.D.
7-15-15 @ 9:30
☒ Other Lab.

Patient C. Taylor
Date 7-24-15
Time 3:20 pm

Please bring all medications to visit.

If unable to keep this appointment, please give 24 hours notice.

M Taylor

Day	Date	Time
8/17/15	@	12:15 p

Please bring all medications at visit

Appointment with:

☐ Eileen A. Báez, M.D.
☐ James R. Cain, III, M.D.
☐ Natsurang Chong, M.D.
☐ Tepsiri Chong, M.D.
☒ J. Harrell Docherty, Jr., M.D.
☐ Teeranun Jira, M.D.
☐ Prabhakorn Kitbhoka, M.D.
☐ Usah Lilavivat, M.D., F.A.C.P., F.A.C.E., ECNU, CI
☐ Jose R. Salcedo, M.D., F.A.A.P., F.A.S.N.
☐ Pusadee Suchinda, M.D.
☐ Makola K. Smith, DO, J.D.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER) 5th JUDICIAL CIRCUIT

CHARLES TAYLOR) C/A No: 2013-CP-43-1808

PLAINTIFF)

VS.)

(1). STOP "N" SAVE, INC.)
d/b/a)
El Cheapo Plus #7 and)

(2). ROY RAHAL;)
DEFENDANTS)

RECORDED
2015 JUN -1 PM 3: 15
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

PLAINTIFF'S NOTICE
to Defendants
4TH

THIS IS NOTICE TO THE ABOVE DEFENDANTS **WITH THE ATTACHMENTS**

RE: SOME of the ongoing medical bills-costs etc., EXCEPT for the many surgeries now needed!

Showing the continuing & damaging effects Defendants—outrageous, heinous, illegal, atrocious, extreme, & like conduct-their; **Intentional Infliction of Severe Emotional & Physical Distress;** is reaping upon me---the (Disable Plaintiff); so Defendants cannot later deny they were apprised of such; **& THAT I WILL PROVE TO THE JURY (w/this notice) THAT DEFENDANTS WERE APPRISED OF MY MEDICAL bills-costs-etc., RESULTING FROM-*THEIR*-IIED AND THAT I DEMANDED IMMEDIATE COMPENSATION FOR ALL THE DAMAGES they caused and they still intentionally and outrageously refused from beginning-to-present.**

Respectfully Submitted

CHARLES TAYLOR, PLAINTIFF
332 MYRTLE BCH HWY SUMT SC 29153
803-609-7990

Sumter, South Carolina

May 29, 2015

PLAINTIFF'S ITEM #32
Re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

DO NOT SEND PAYMENTS OR CORRESPONDENCE TO THIS ADDRESS
SUMTER RADIOLOGICAL, P.A.
PO Box 1259 Dept #88683
Oaks, PA 19456

Billing Questions: TOLL FREE 1-800-843-1822
Fax: 866-429-6797
Office Hours: 9AM - 4PM Mon. - Fri.

To pay online go to: https://pay.instamed.com/sumterrad
Credit cards are accepted for payment

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW
☐ MASTERCARD ☐ VISA ☐ DISCOVER

CARD NUMBER	EXP. DATE	AMOUNT
SIGNATURE	MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
07-22-14	$1.79	SUMTER17958430

CHARGES AND CREDITS MADE AFTER STATEMENT DATE WILL APPEAR ON NEXT STATEMENT.

SHOW AMOUNT PAID HERE $

MAKE CHECKS PAYABLE / REMIT TO:

1228 -188

CHARLES ELLIOTT TAYLOR
PO BOX 3652
SUMTER SC 29151-3652

000072

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 10525
PEORIA, IL 61612

043 17958430 072214 179

Patient: CHARLES ELLIOTT TAYLOR

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

Patient: CHARLES ELLIOTT TAYLOR **Referring Physician BALVICH JAMES C**
Account No: SUMTER**17958430** **Services Were Provided at: TUOMEY REGIONAL HOSPITAL**

DATE	PROC CODE	DIAGNOSIS	UNITS	DESCRIPTION OF SERVICES	CHARGES	PAY/ ADJ	INSUR. PENDING	PATIENT BALANCE
06-25-14	71010	786.50	1	CHEST, ONE VIEW	29.00			1.79
07-22-14				MCARE/MCARE HMO PYMT		-7.02		
07-22-14				MCARE/MCARE HMO ADJ		-20.05		
07-22-14				MCARE/MCARE HMO ALLOWED Amt 8.95				
07-22-14				MCARE/MCARE HMO CO-INS Amt 1.79				
07-22-14				MEDICARE SEQUESTRATION ADJ		-0.14		
07-07-14				SUBMITTED TO MEDICARE				

Se habla espanol 866-729-7008

Current	31-60 Days	61-90 Days	Over 90 Days
$1.79	$0.00	$0.00	$0.00

PAYMENT DUE: 08/05/14

PATIENT BALANCE DUE : $1.79

Please review your MEDICARE EOB. Our records show you owe the PATIENT BAL DUE. 20% prompt pay discount if pd within 30 days

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 105
PEORIA, IL
800-843-182
Tax ID: 57-0

STATEMENT
SEE REVERSE SIDE FOR IMPORTANT BILLING INFOR

1911

ROA
p.969

TUOMEY
HEALTHCARE SYSTEM

Hospital Bill

Account Information

Statement Date:	01/23/15
Account Number:	A00017958430
Patient Name:	CHARLES ELLIOTT TAYLOR
Date of Service:	06/25/14
Please Pay This Amount:	**$175.05**
Due Date:	**02/12/15**

Thank you for choosing Tuomey Healthcare System

Account Activity

DATE	DESCRIPTION	AMOUNT
12/24/14	Balance Forward	175.05
	Billed charges to date:	4505.00
	Receipts to date:	509.61
	Adjustments to date:	3820.34
	Refunds to date:	0.00
	Total due:	175.05
	Estimated insurance due:	0

An Important Message For You

Past Due Notice
Your balance is past due. Please remit payment in full at this time. Failure to respond will result in this account being submitted to a collection agency within 30 days. If you are unable to pay the full amount, please contact our Representative at 803–774–8995 or 1–855–329–1881.

An itemized bill is available upon request.

About Your Insurance

We have the following insurance information on file.

MEDICARE

If you are unable to pay your bill, you may qualify for our Financial Assistance Program. Please contact us for more information.

Si usted no puede pagar su factura, usted puede calificar para nuestro Programa de Asistencia Financiera. Por favor, póngase en contacto con nosotros para más información.

Contact Us

For assistance, please call **803–774–8910** or visit our website at **www.tuomey.com** for information about our services and to pay your bill.

100

A CENTURY STRONG

TUOMEY HEALTHCARE SYSTEM

Please detach and return Bottom Portion with your payment or pay online @ www.tuomey.com

TUOMEY HEALTHCARE SYSTEM
Undeliverable Return Mail Only
c/o ACY Undeliverable Mail Processing
PO Box 29 Mooresville, NC 28115–0029

My Tuomey Bill

To pay by credit card, go to **tuomey.com** or call 803–774–8910. We accept these credit cards.

Statement Date	Account Number	Due Date	Amount Due
01/23/15	A00017958430	02/12/15	$175.05

Patient Name: CHARLES ELLIOTT TAYLOR
Date of Service: 06/25/14

Please write your account number on your check!

Amount Enclosed: _____

Thank you!

01–A 20150123 T004 S 01037

Please make checks payable & mail to:

TUOMEY HEALTHCARE SYSTEM
PO BOX 602129
CHARLOTTE, NC 28260–2129

ROA
p.970

000A00017958430700000175054 3

PDINS

TUOMEY
HEALTHCARE SYSTEM

Hospital Bill

Account Information

Statement Date:	05/14/15
Account Number:	A00018402297
Patient Name:	CHARLES ELLIOTT TAYLOR
Date of Service:	09/26/14

Please Pay This Amount:	**$63.81**
Due Date:	**06/03/15**

Thank you for choosing Tuomey Healthcare System

Account Activity

DATE	DESCRIPTION	AMOUNT
04/14/15	Balance Forward	63.81
	Billed charges to date:	2145.00
	Receipts to date:	250.09
	Adjustments to date:	1831.10
	Refunds to date:	0.00
	Total due:	63.81
	Estimated insurance due:	0

An Important Message For You

Past Due Notice
Thank you for choosing Tuomey Healthcare System. Your balance is past due. Please remit payment in full at this time. Failure to respond will result in this account being submitted to a collection agency within 30 days. If you are unable to pay the full amount, please contact our Representative at 803–774–8995 or 1–855–329–1881.

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1

Contact Us

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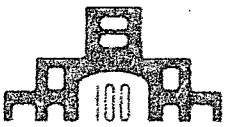

A CENTURY STRONG
TUOMEY HEALTHCARE SYSTEM

Please detach and return Bottom Portion with your payment or pay online @ www.tuomey.com

TUOMEY HEALTHCARE SYSTEM
Undeliverable Return Mail Only
c/o ACY Undeliverable Mail Processing
PO Box 29 Mooresville, NC 28115–0029

My Tuomey Bill

To pay by credit card, go to **tuomey.com** or call 803–774–8910. We accept these credit cards.

Statement Date	Account Number	Due Date	Amount Due
05/14/15	A00018402297	06/03/15	$63.81

Patient Name: CHARLES ELLIOTT TAYLOR
Date of Service: 09/26/14

Please write your account number on your check!

Amount Enclosed _____

Thank you.

01–A 20150515 T006 S 01717

CHARLES ELLIOTT TAYLOR
PO BOX 3652
SUMTER SC 29151–3652

Please make checks payable & mail to:

TUOMEY HEALTHCARE SYSTEM
PO BOX 602129
CHARLOTTE, NC

ROA
p.971

000A00018402297401

452 DOC ID: PDINS

TUOMEY
HEALTHCARE SYSTEM

Hospital Bill

Account Information

Statement Date:	05/15/15
Account Number:	A00018564336
Patient Name:	CHARLES ELLIOTT TAYLOR
Date of Service:	10/29/14

Please Pay This Amount: $36.53
Due Date: 06/04/15

Thank you for choosing Tuomey Healthcare System

Account Activity

DATE	DESCRIPTION	AMOUNT
04/15/15	Balance Forward	36.53
	Billed charges to date:	863.00
	Receipts to date:	118.31
	Adjustments to date:	708.16
	Refunds to date:	0.00
	Total due:	36.53
	Estimated insurance due:	0

An Important Message For You

Past Due Notice
Thank you for choosing Tuomey Healthcare System. Your balance is past due. Please remit payment in full at this time. Failure to respond will result in this account being submitted to a collection agency within 30 days. If you are unable to pay the full amount, please contact our Representative at 803–774–8995 or 1–855–329–1881.

An itemized bill is available upon request.

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1

Contact Us

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A CENTURY STRONG
TUOMEY HEALTHCARE SYSTEM

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TUOMEY HEALTHCARE SYSTEM
Undeliverable Return Mail Only
c/o ACY Undeliverable Mail Processing
PO Box 29 Mooresville, NC 28115–0029

My Tuomey Bill

To pay by credit card, go to **tuomey.com** or call 803–774–8910. We accept these credit cards.

Statement Date	Account Number	Due Date	Amount Due
05/15/15	A00018564336	06/04/15	$36.53

Patient Name	Date of Service
CHARLES ELLIOTT TAYLOR	10/29/14

Please write your account number on your check!

Amount Enclosed

Thank you!

Please make checks payable & mail to:

TUOMEY HEALTHCARE SYSTEM
PO BOX 602129
CHARLOTTE, NC 28260–2129

ROA
p.972

000A0001856433650000000365345

RDINS

SUMTER MEDICAL SPECIALISTS PA
635 W WESMARK BLVD
SUMTER, SC 29150-1900
PERSONAL & CONFIDENTIAL

ADDRESS SERVICE REQUESTED

007446
0101

0901575.col 1003 220901575
Stmt Date: 05/06/2015

IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SELECTION AND FILL OUT BELOW.

☐ MASTERCARD ☐ VISA

CARD NUMBER	VERIFICATION #
CARDHOLDER NAME	EXP. DATE
SIGNATURE	

ACCOUNT NUMBER	DUE DATE	Amount Due	AMOUNT PAID
105840	05/21/2015	$144.08	

CHARLES TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

SUMTER MEDICAL SPECIALISTS PA
635 W WESMARK BLVD
SUMTER, SC 29150-1900

Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

TO ENSURE PROPER CREDIT, DETACH AND RETURN TOP PORTION IN THE ENCLOSED ENVELOPE.

655086B (P

Page	Statement Date	Due Date	Office Phone Number	Account #	Patient Balance
1 of 1	05/06/2015	05/21/2015	(803) 469-7500	105840	$144.08

Date	Visit Detail	Explanation of Activity	Charges & Debits	Insurance Pending	Payments & Credits	Patient Balance
Patient: Charles Taylor						
Provider: Villanueva, Joseph						
Voucher: 3194370						
04/10/2015	99204	Office Outpt New	$231.00			
04/13/2015	Cash	1 Self Pay Cash Payment			-$5.00	
05/04/2015	882992654	Medicare Payment			-$8.15	
05/04/2015	882992654	Medicare Adjustment			-$73.60	
05/04/2015	882992654	Medicare Adjustment			-$0.17	
05/04/2015	882992654	Medicare Transfer				
		Visit Total				**$144.08**

000006151-A

MESSAGE

Your prompt payment is greatly appreciated.

SUMTER MEDICAL SPECIALISTS PA
635 W WESMARK BLVD
SUMTER, SC 29150-1900

Account Number	105840
Billing Inquiries	(803) 469-7500
Amount Di	

ROA
p.973

2738-ALLST7-99209-1080361625-P; 5195068-1-1144; 36027742-1; 1

Lexington Medical Center

SUMTER CARDIOLOGY

540 Physicians Lane, Sumter, SC 29150
Phone: 803-778-1941

Tax ID # 57-0874077

C. West Jacocks, IV, M.D
Mitchell W. Jacocks, M.D
Leslie ~~A. Bohen~~, P.A.

CPT 4	✓	OFFICE SERVICES	FEE
99212		Brief Office Visit	
99213		Office Visit	
99214		Detailed Office Visit	
99215		Comprehensive Office Visit	
99202		Initial Exam, Limited	
99203		Initial Exam, Brief	
99204		Initial Exam, Comprehensive	
99205		Initial Exam, High Comp.	
99243		Brief Consultation	
99244		Consultation	
99245		Consultation, High Risk	
99211		Nurse Visit	
G8553		E-Prescribe	
		CLINICAL TESTS	
83880		BNP	
93000		Electrocardiogram	
93701		ICG	
93293		Pacemaker/Reprogram (Single)	
93280		Pacemaker/Reprogram (Dual)	
85610		Protime	
93015		Treadmill	

CARDIOLOGY	
Abnormal EKG	794.31
Abnormal Stress Test	794.30
Acute Myocardial Infarction	410.90
Anemia	280.0
Angina	413.9
Aortic Insufficiency	424.1
Aortic Stenosis	396.0
Arrhythmias	427.9
Atrial Fib	427.31
Atrial Septal Defect	745.5
Atypical Chest Pain	786.51
Cardiomyopathy	425.4
Carotid Stenosis	433.10
Chronic Obstructive Pulmonary Disease	491.20
Claudication	442.3
Congenital Heart Defect	746.9
Congenital Heart Disease	746.3
Congestive Heart Failure	428.0
Coronary Artery Disease	414.01
CVA	436
Deep Vein Thrombosis	453.42
Diabetes Mellitus	250.00
Dizziness	780.4
Dyspnea/Cardiac	428.1
Edema	782.3
Fatigue, Weakness	780.79
HCVD	402.10
Heart Murmur	785.2
Heart Valve Replacement	V43.3
Hyperlipidemia	272.4
Hypertension, Controlled	401.1
Hypertension, Pulmonary	416.0
Hypertension, Uncontrolled	401.0
Hypotension, Orthostatic	458.0
LBBB	426.3
Malfunction Defibrillator	996.04
Malfunction Pacemaker	996.01
Mitral Insufficiency	396.3
Mitral Regurgitation	424.0

CARDIOLOGY	
Mitral Stenosis	394.0
Mitral Valve Prolapse	394.2
Palpitations	785.1
Pericardial Effusion	423.9
Pericarditis	420.9
Peripheral Vascular Dis.	443.9
Pre-Op Cardiovascular Exam	V72.8
Pulmonary Emboli	415.1
PVCs	427.6
RBBB	426.4
Sick Sinus Syndrome	427.8
Supraventricular Tachycardia	427.0
Syncope	780.2
Tachycardia	785.0
Tobacco Dependence	305.1
Transic Ischemia Attack	435.9
Other	

SCHEDULE

Labs
Holter Monitor
Event Monitor
2-D Echo
Aorta U/S
LE Segmental
Carotid Study
Arterial Study
Venous Study
Catherization
Treadmill
PEST
Nuclear Stress
Other

Patient Information

Ticket#:32253448
Pat#:2121588
Chart#:
Prior Diagnoses:
401.1
272.4
786.50

Echo
~~VC~~
0.00

Diagnosis

Date	Group	Dept.	Doctor	Time
05/27/15	98	CD	SUMTER CARDIOLOGY	03:00P

Patient	D.O.B.	Age	Sex	Soc. Sec. #
CHARLES E TAYLOR	10/08/55	59	M	XXX-XX-XXXX

Responsible Party
CHARLES TAYLOR
332 MYRTLE BEACH HWY
SUMTER, SC 29153
803-609-7990

Location: SUMTER CARDIOLO
Patient / Insurance
Reason For Visit: PER MJ Echo
Referring Doctor: JACOCKS MD, MITCHELL

Current	Over 30 Days	Over 60 Days	Total Due
0.00	0.00	0.00	0.00

Insurance Company	BA	SCT	Policy ID #
MEDICARE	Y	I	

RELATIONSHIP TO INSURED: SELF X | SPOUSE | CHILD | OTHER

Today's Charg
Prior Balanc 0.0
268.0
Adjustment
Today's Paym 0
Balance Du
☐ Check ☐ C
☐ Credit Card

Return Appointment: _____ PRN

PHYSICIAN SIGNATURE

ROA
p.974

PS GRAPHICS 803-414-2291

PO# 5607 JOB

EMERGENCY PHYSICIAN BILLING

MAKE CHECK PAYABLE TO:

Toll Free: (866)711-2198

Professional Services of Tuomey
PO Box 162145
Atlanta, GA 30321-2145
Tax ID# 57-0343398

ACCOUNT NUMBER
2771410290192

SECURE WEB ACCESS
www.thedoctorbill.com

Patient: Charles E. Taylor

Location: Tuomey Regional Medical Center
Attending Doctor: ERIC WERNSMAN, DO

#BWNJXPB
#0027 7141 0290 1928#

2 7 7 1 4 1 0 2 9 0 1 9 2

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

If any problem exists concerning the payment of this bill then contact our office to make arrangements.

Date of Service: 10/29/2014
Statement Date: 12/19/2014

✓ Please disregard this notice if you made payment within the past 10 days.
✓ Statement reflects ER Doctor services only.

1 1,619

Medicare has paid its portion of your bill.
The balance is now due from you.

Please send payment, in full, today in the enclosed envelope.
This bill can be paid by credit card at www.thedoctorbill.com

Date of Service	Description		Charges	Patient Payments	Insurance Payments	Insurance Adjustment/Discount	Balance
	Procedure	Diagnosis					
10/29/2014	99283	682.2	$545.00	$0.00	$46.79	$486.27	$11.94

Correspondence Sent		If your insurance information differs from below, please fill out the reverse side.	
Number of Bills	Number of Claims	Primary: MEDICARE PART B	Policy: xxxxxx494A
	1	Secondary:	Policy:

PAY THIS AMOUNT **$11.94**
(Paga esta cantidad.)

Detach and return this stub with your payment.

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

☐ Check the box if the address is incorrect and indicate any changes in the space above.

If paying by American Express, Visa, MasterCard, or Discover, please fill out below.

☐ AmEx ☐ Visa ☐ MasterCard ☐ Discover

Amount

Signature

AmEx CID - 4 digits or CVV - 3 digits

Exp. Date

Balance: $11.94

Patient Name: CHARLES E TAYLOR

2 7 7 1 4 1 0 2 9 0 1 9 2

Amount Paid (Cantidad de su pago.) $ _____

Professional Services of Tuomey
PO Box 162145
Atlanta, GA 30321-2145

Return address must appear in window.

ROA
p.975

TUOMEY
HEALTHCARE SYSTEM

Hospital Bill

Account Information
Statement Date: 12/23/14
Account Number: A00018402297
Patient Name: CHARLES ELLIOTT TAYLOR

Please Pay This Amount: $63.81
Due Date: 01/12/15

Thank you for choosing Tuomey Healthcare System

Account Activity

DATE	DESCRIPTION	AMOUNT
	0301 CHEMISTRY/LAB	122.00
	0305 HEMATOLOGY/LB	17.00
	0320 RADIOLOGY DIAGNOSTIC	388.00
	0450 EMERGENCY ROOM	1618.00
10/15/14	MEDICARE MCR ADJ APC:2	-1826.00
10/15/14	SEQUESTRATION MCR ADJ	-5.10
10/15/14	PAID MEDICARE OUTPATIENT MCR RCP	-250.09
	Billed charges to date:	2145.00
	Receipts to date:	250.09
	Adjustments to date:	1831.10
	Refunds to date:	0.00
	Total due:	63.81
	Estimated insurance due:	0

An Important Message For You

Thank you for choosing Tuomey Healthcare Systems. Your remaining balance on this account is now due in full. If you are unable to pay the full amount, please contact your Patient Account Representative at 803–774–8995 or 1–855–329–1881.

An itemized bill is available upon request.

About Your Insurance

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MEDICARE

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Contact Us

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A CENTURY STRONG
TUOMEY HEALTHCARE SYSTEM

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c/o ACY Undeliverable Mail Processing
PO Box 29 Mooresville, NC 28115–0029.

My Tuomey Bill

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Statement Date	Account Number	Due Date	Amount Due
12/23/14	A00018402297	01/12/15	$63.81

Patient Name
CHARLES ELLIOTT TAYLOR

Please write your account number on your check!

Amount Enclosed

Thank you!

Please make checks payable & mail to:

TUOMEY HEALTHCARE SYSTEM
PO BOX 602129
CHARLOTTE, NC 28260–2129

01–A 20141223 T003 S 00866

ROA
p.976

000A00018402297400000063819 6

INS1

EMERGENCY PHYSICIAN BILLING

MAKE CHECK PAYABLE TO:

Toll Free: (866)711-2198

Professional Services of Tuomey
PO Box 162145
Atlanta, GA 30321-2145
Tax ID# 57-0343398

ACCOUNT NUMBER
2771409260146

SECURE WEB ACCESS
www.thedoctorbill.com

Patient: Charles E. Taylor

Location: Tuomey Regional Medical Center
Attending Doctor: GARRETT CLANTON II, MD

#BWNJXPB
#0027 7140 9260 1462#
2 7 7 1 4 0 9 2 6 0 1 4 6

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

If any problem exists concerning the payment of this bill then contact our office to make arrangements.

Date of Service: 09/26/2014
Statement Date: 12/10/2014

✓ Please disregard this notice if you made payment within the past 10 days.
✓ Statement reflects ER Doctor services only.

1 1,601

This bill is past due

Please make a payment today or contact our office at **(866)711-2198** to make other payment arrangements. You may also pay your bill by credit card at www.thedoctorbill.com.

Date of Service	Description		Charges	Patient Payments	Insurance Payments	Insurance Adjustment/Discount	Balance
	Procedure	Diagnosis					
09/26/2014	99284	682.2	$1,129.00	$0.00	$89.10	$1,017.17	$22.73

Correspondence Sent		If your insurance information differs from below, please fill out the reverse side.	
Number of Bills	Number of Claims	Primary: MEDICARE PART B	Policy: xxxxx494A
1	1	Secondary:	Policy:

PAY THIS AMOUNT $22.73
(Paga esta cantidad.)

Detach and return this stub with your payment.

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

☐ Check the box if the address is incorrect and indicate any changes in the space above.

If paying by American Express, Visa, MasterCard, or Discover, please fill out below.

☐ AmEx ☐ Visa ☐ MasterCard ☐ Discover

Amount

Signature

AmEx CID - 4 digits or CVV - 3 digits

Exp. Date

Balance: $22.73

Patient Name: CHARLES E TAYLOR

2 7 7 1 4 0 9 2 6 0 1 4 6

Amount Paid (Cantidad de su pago.) $ _____

Professional Services of Tuomey
PO Box 162145
Atlanta, GA 30321-2145

Return address must appear in window.

ROA
p.977

TUOMEY
HEALTHCARE SYSTEM

Hospital Bill

Account Information

Statement Date:	05/29/15
Account Number:	A00019307651
Patient Name:	CHARLES ELLIOTT TAYLOR
Date of Service:	04/06/15
Please Pay This Amount:	**$118.56**
Due Date:	**06/18/15**

Thank you for choosing Tuomey Healthcare System

Account Activity

DATE	DESCRIPTION	AMOUNT
	0300 LAB	16.00
	0301 CHEMISTRY/LAB	183.00
	0305 HEMATOLOGY/LB	40.00
	0320 RADIOLOGY DIAGNOSTIC	132.00
	0450 EMERGENCY ROOM	2962.00
	0636 DRUGS REQ DETAIL CODING	6.00
	0730 ELECTROCARDIOGRAM	62.00
05/11/15	MEDICARE MCR ADJ APC:3	-2808.21
05/11/15	SEQUESTRATION MCR ADJ	-9.48
05/11/15	MEDICARE OUTPATIENT MCR RCP	-464.75
	Billed charges to date:	3401.00
	Receipts to date:	464.75
	Adjustments to date:	2817.69
	Refunds to date:	0.00
	Total due:	118.56
	Estimated insurance due:	0

An Important Message For You

Thank you for choosing Tuomey Healthcare Systems. Your remaining balance on this account is now due in full. If you are unable to pay the full amount, please contact your Patient Account Representative at 1-800-393-1196.

An itemized bill is available upon request.

About Your Insurance

We have the following insurance information on file.

MEDICARE

If you are unable to pay your bill, you may qualify for our Financial Assistance Program. Please contact us for more information.

Si usted no puede pagar su factura, usted puede calificar para nuestro Programa de Asistencia Financiera. Por favor, póngase en contacto con nosotros para más información.

1

Contact Us

For assistance, please call **803-774-8910** or visit our website at **www.tuomey.com** for information about our services and to pay your bill.

100

A CENTURY STRONG

TUOMEY HEALTHCARE SYSTEM

Please detach and return Bottom Portion with your payment or pay online @ www.tuomey.com

TUOMEY HEALTHCARE SYSTEM
Undeliverable Return Mail Only
c/o ACY Undeliverable Mail Processing
PO Box 29 Mooresville, NC 28115-0029

My Tuomey Bill

To pay by credit card, go to **tuomey.com** or call 803-774-8910. We accept these credit cards.

Statement Date	Account Number	Due Date	Amount Due
05/29/15	A00019307651	06/18/15	$118.56

Patient Name	Date of Service
CHARLES ELLIOTT TAYLOR	04/06/15

Please write your account number on your check!

Amount Enclosed

Thank you!

Please make checks payable & mail to:

TUOMEY HEALTHCARE SYSTEM
PO BOX 602129
CHARLOTTE, NC 28260-2129

01-A-00150529-RSH1-S-02076

ROA
p.978

000A00019307651200000118564 9

INS1a

DO NOT SEND PAYMENTS OR CORRESPONDENCE TO THIS ADDRESS
SUMTER RADIOLOGICAL, P.A.
PO Box 1259 Dept #88683
Oaks, PA 19456

Billing Questions: TOLL FREE 1-800-843-1822
Fax: 866-429-6797
Office Hours: 9AM - 4PM Mon. - Fri.

To pay online go to: https://pay.instamed.com/sumterrad
Credit cards are accepted for payment

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW

☐ MASTERCARD ☐ VISA ☐ DISCOVER

CARD NUMBER	EXP. DATE	AMOUNT
SIGNATURE	MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
05-12-15	$2.15	SUMTER19307651

CHARGES AND CREDITS MADE AFTER STATEMENT DATE WILL APPEAR ON NEXT STATEMENT.

SHOW AMOUNT PAID HERE $

MAKE CHECKS PAYABLE / REMIT TO:

1228 -182

CHARLES ELLIOTT TAYLOR
PO BOX 3652
SUMTER SC 29151-3652

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 10525
PEORIA, IL 61612

Patient: CHARLES ELLIOTT TAYLOR

043 19307651 051215 215

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

Patient: CHARLES ELLIOTT TAYLOR **Referring Physician STAFF PHYSICIAN**
Account No: SUMTER**19307651** **Services Were Provided at: TUOMEY REGIONAL HOSPITAL**

DATE	PROC CODE	DIAGNOSIS	UNITS	DESCRIPTION OF SERVICES	CHARGES	PAY/ ADJ	INSUR. PENDING	PATIENT BALANCE
04-06-15	**71020**	**496**	**1**	**CHEST, TWO VIEWS**	**35.00**			**2.15**
05-12-15				MCARE/MCARE HMO PYMT		-8.41		
05-12-15				MCARE/MCARE HMO ADJ		-24.27		
05-12-15				MCARE/MCARE HMO ALLOWED Amt 10.73				
05-12-15				MCARE/MCARE HMO CO-INS Amt 2.15				
05-12-15				MEDICARE SEQUESTRATION ADJ		-0.17		
04-15-15				SUBMITTED TO MEDICARE				

Se habla espanol 866-729-7008

Current	31-60 Days	61-90 Days	Over 90 Days
$2.15	$0.00	$0.00	$0.00

PAYMENT DUE: 05/26/15

PATIENT BALANCE DUE : $2.15

Please review your MEDICARE EOB. Our records show you owe the PATIENT BAL DUE. 20% prompt pay discount if pd within 30 days

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 1(
PEORIA, Il
800-843-18
Tax ID: 57-

STATEMENT
SEE REVERSE SIDE FOR IMPORTANT BILLING INF(

P.O. Box 1984
Southgate, MI 48195-0984

Receivable Solutions, Inc.

P.O. Box 21808
Columbia, SC 29221-1808
866-505-7419 (Toll Free)

03/13/14

FINAL ATTEMPT

RSI/00723/5401205/222081141996 0006863 0005701/18

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

Client: **TUOMEY HEALTHCARE SYSTEMS**
File#: **5401205**
Account #: A00015746043
Date of Service: 02/20/13
Current Balance: $110.89
Total Balance of All Accounts: $160.79

Dear Sir or Madam:

TIME IS LIMITED TO PAY THIS ACCOUNT

OUR CLIENT TUOMEY HEALTHCARE SYSTEMS HAS ASKED FOR IMMEDIATE PAYMENT ON THIS OUTSTANDING DEBT. IF YOU HAVE MADE PAYMENT, PLEASE CALL RECEIVABLE SOLUTIONS, INC. AT THE TELEPHONE NUMBER BELOW AND GIVE THE PAYMENT INFORMATION TODAY. FURTHER COLLECTION ACTIVITIES WILL CEASE UPON PAYMENT IN FULL. NOTIFY US TODAY OF PAYMENTS MADE, OR MAIL YOUR CHECK TO US IN THE RETURN ENVELOPE PROVIDED.

Please call 1-866-505-7419 (Toll-Free) or 1-803-744-3113 (Columbia) if you have any questions, or need to discuss your account. You can mail in a check or money order to the address below or you can contact our office to pay by check draft, with no additional cost.

Sincerely,

Receivable Solutions, Inc.

This is an attempt to collect a debt and any information received will be used for that purpose. In addition this communication is from a debt collector.

*** Please detach below and return in the enclosed envelope with your payment ***

Circle One: VISA MasterCard DISCOVER

CC Card Number: _____

Name on Card: _____

Expiration Date: ____/____ CCV#: _____ (Last 3 digits on back of card)

Signature: _____

**A $4.95 convenience fee will be added to the balance for each Debit/Credit Card transaction.

Client: **TUOMEY HEALTHCARE SYSTEMS**
File #: **5401205**
Account #: A00015746043
Current Balance: $110.89
Total Balance of All Accounts: $160.79

Amount Paid: $ _____

Receivable Solutions, Inc.
P.O. Box 21808
Columbia, SC 29221-1808

ROA
p.980

00723

PO BOX 23419
JACKSONVILLE, FL 32241-4419

Toll Free: (866)711-2198

Professional Services of Tuomey
PO Box 162145
Atlanta, GA 30321-2145
Tax ID# 57-0343398

MAKE CHECK PAYABLE TO:

ACCOUNT NUMBER
2781504060073

SECURE WEB ACCESS
www.thedoctorbill.com

Patient: Charles E. Taylor

Location: Tuomey Regional-EKG
Attending Doctor:

#BWNJXPB
#0027 8150 4060 0736#

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

If any problem exists concerning the payment of this bill then contact our office to make arrangements.

Date of Service: 04/06/2015
Statement Date: 05/14/2015

✓ Please disregard this notice if you made payment within the past 10 days.

Medicare has paid its portion of your bill.
The balance is now due from you.

Please send payment, in full, today in the enclosed envelope.
This bill can be paid by credit card at www.thedoctorbill.com

Date of Service	Description		Charges	Patient Payments	Insurance Payments	Insurance Adjustment/Discount	Balance
	Procedure	Diagnosis					
04/06/2015	93010	426.11	$29.00	$0.00	$6.50	$20.84	$1.66

Correspondence Sent		If your insurance information differs from below, please fill out the reverse side.	
Number of Bills	Number of Claims	Primary: MEDICARE PART B	Policy: xxxxxx494A
	1	Secondary:	Policy:

PAY THIS AMOUNT **$1.66**
(Paga esta cantidad.)

Detach and return this stub with your payment.

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

☐ Check the box if the address is incorrect and indicate any changes in the space above.

If paying by American Express, Visa, MasterCard, or Discover, please fill out below.

☐ AmEx ☐ Visa ☐ MasterCard ☐ Discover

Amount

Signature

AmEx CID - 4 digits or CVV - 3 digits

Exp. Date

Balance: $1.66

Patient Name: CHARLES E TAYLOR

Amount Paid (Cantidad de su pago.) $ _____

Professional Services of Tuomey
PO Box 162145
Atlanta, GA 30321-2145

Return address must appear in window.

FINAL NOTICE

PO BOX 23419
JACKSONVILLE, FL 32241-4419

Thursday, January 15, 2015

Date Of Service	Account
09/26/2014	2771409260146

Balance
$22.73

#BWNKBBM
#0027714092601462#

CHARLES E TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

RE: Professional Services of Tuomey

Patient Name: CHARLES E TAYLOR
Phone #: (803)609-7990

Charles E Taylor:

We have not received a response from our previous statement(s). Unless you respond immediately we will have no alternative but to consider turning your account over to a collection agency.

To avoid further action:

1) **Go to www.thedoctorbill.com to pay the bill in full or make payment arrangements**
2) **Send check, credit card information, or money order in the enclosed return envelope**
3) **Go to www.thedoctorbill.com to enter your insurance information**
4) **Call our office and speak to a patient representative concerning your account.**

Any questions regarding the accuracy or details of your bill should be addressed to our billing office at (866)711-2198.

This matter requires your immediate attention.

Detach and return this stub with your check or credit card information.

Patient Name:
CHARLES E TAYLOR

Account:
2771409260146

If paying by American Express, Visa, MasterCard or Discover, fill out below:

☐ AMEX ☐ VISA ☐ MasterCard ☐ Discover

Card #:

AmEx CID - 4 digits or CVV - 3 digits

Signature:

Amount:

Expires(MM/YY)

Professional Services of Tuomey

Return Address Must Appear In Window

Amount Paid

A 30321-2145

Balance Due: **$22.73**

ROA
p.982

Sumter Medical Specialists PA

635 W Wesmark Blvd
Sumter, SC 29150-1900
Tel: 803 469-7500
Tax ID #: 570730395

Received on Account **Date: 04/10/2015**

Account No. 105840

Guarantor Information:
Charles Taylor
P O Box 3652
332 Myrtle Beach Hwy. 291503
Sumter, SC 29151

Patient Information:
Patient No. 105840
Charles Taylor
P O Box 3652
332 Myrtle Beach Hwy. 291503
Sumter, SC 29151

Appointment Information:
04/10/15 3:40 pm OFFICE iosephv Encounter No. 3194370

Provider:
Villanueva, Joseph

Date Paid	Reference	Operator	Description	Amount
04/10/2015	Cash	Saramc	Co-Pay	$5.00

Thank you for your Payment.

DO NOT SEND PAYMENTS OR CORRESPONDENCE TO THIS ADDRESS
SUMTER RADIOLOGICAL, P.A.
PO Box 1259 Dept #88683
Oaks, PA 19456

Billing Questions: TOLL FREE 1-800-843-1822
Fax: 866-429-6797
Office Hours: 9AM - 4PM Mon. - Fri.

To pay online go to: https://pay.instamed.com/sumterrad
Credit cards are accepted for payment

CHECK CREDIT CARD USING FOR PAYMENT AND FILL OUT BELOW
☐ MASTERCARD ☐ VISA ☐ DISCOVER

CARD NUMBER	EXP. DATE	AMOUNT
SIGNATURE	MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
10-30-14	$1.65	SUMTER18402297

CHARGES AND CREDITS MADE AFTER STATEMENT DATE WILL APPEAR ON NEXT STATEMENT.

SHOW AMOUNT PAID HERE $

MAKE CHECKS PAYABLE / REMIT TO:

1228 -143

CHARLES ELLIOTT TAYLOR
PO BOX 3652
SUMTER SC 29151-3652

003382

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 10525
PEORIA, IL 61612

Patient: CHARLES ELLIOTT TAYLOR

043 18402297 103014 165

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

Patient: CHARLES ELLIOTT TAYLOR — **Referring Physician STAFF PHYSICIAN**
Account No: SUMTER**18402297** — **Services Were Provided at: TUOMEY REGIONAL HOSPITAL**

DATE	PROC CODE	DIAGNOSIS	UNITS	DESCRIPTION OF SERVICES	CHARGES	PAY/ ADJ	INSUR. PENDING	PATIENT BALANCE
09-26-14	73630	729.5	1	FOOT COMPLETE MIN 3 VIEWS	29.00			1.65
10-29-14				MCARE/MCARE HMO PYMT		-6.49		
10-29-14				MCARE/MCARE HMO ADJ		-20.73		
10-29-14				MCARE/MCARE HMO ALLOWED Amt 8.27				
10-29-14				MCARE/MCARE HMO CO-INS Amt 1.65				
10-29-14				MEDICARE SEQUESTRATION ADJ		-0.13		
10-14-14				SUBMITTED TO MEDICARE				

Se habla espanol 866-729-7008

Current	31-60 Days	61-90 Days	Over 90 Days
$1.65	$0.00	$0.00	$0.00

PAYMENT DUE: 11/13/14

PATIENT BALANCE DUE : $1.65

Please review your MEDICARE EOB. Our records show you prompt pay discount if pd

SUMTER RADIOLOGICAL, P.A.
BILLING OFFICE
PO BOX 10525
PEORIA, IL 61612
800-843-1822
Tax ID: 57-0524531

ROA
p.984

STATEMENT
EVERSE SIDE FOR IMPORTANT BILLING INFORMATION

Sumter Podiatry Services, PA
Emanuel Willis, DPM, FACFAS
2620 Hardee Cove
Sumter, SC 29150
Office (803) 469-9255
Fax (803) 469-9253

YOUR RECEIPT

NAME Taylor, Charles

DATE 10-3-14

Previous Balance $ 29.11

Today's Charges $_____

Amount Paid $ 29.11

Check (#) _____
Cash $ ✓

Credit/Debit _____

Balance Due
Insurance $_____

Patient $ 0

NEXT APPOINTMENT:

Day _____

Date _____

Time _____

THANK YOU!

Fax (803) 469-9253

Lexington Medical Center

SUMTER CARDIOLOGY
540 Physicians Lane, Sumter, SC 29150
Phone: 803-778-1941 Tax ID # 57-0874077

C. West Jacocks, IV, M.D
Mitchell W. Jacocks, M.D.
Leslie A. Beben, P.A.

CPT 4	✓	OFFICE SERVICES	FEE
99212		Brief Office Visit	
99213		Office Visit	
99214		Detailed Office Visit	
99215		Comprehensive Office Visit	
99202		Initial Exam, Limited	
99203		Initial Exam, Brief	
99204		Initial Exam, Comprehensive	
99205		Initial Exam, High Comp.	
99243		Brief Consultation	
99244		Consultation	
99245		Consultation, High Risk	
99211		Nurse Visit	
G8553		E-Prescribe	
		CLINICAL TESTS	
83880		BNP	
93000		Electrocardiogram	
93701		ICG	
93293		Pacemaker/Reprogram (Single)	
93280		Pacemaker/Reprogram (Dual)	
85610		Protime	
93015		Treadmill	

CARDIOLOGY	
Abnormal EKG	794.31
Abnormal Stress Test	794.30
Acute Myocardial Infarction	410.90
Anemia	280.0
Angina	413.9
Aortic Insufficiency	424.1
Aortic Stenosis	396.0
Arrhythmias	427.9
Atrial Fib	427.31
Atrial Septal Defect	745.5
Atypical Chest Pain	786.51
Cardiomyopathy	425.4
Carotid Stenosis	433.10
Chronic Obstructive Pulmonary Disease	491.20
Claudication	442.3
Congenital Heart Defect	746.9
Congenital Heart Disease	746.3
Congestive Heart Failure	428.0
Coronary Artery Disease	414.01
CVA	436
Deep Vein Thrombosis	453.42
Diabetes Mellitus	250.00
Dizziness	780.4
Dyspnea/Cardiac	428.1
Edema	782.3
Fatigue, Weakness	780.79
HCVD	402.10
Heart Murmur	785.2
Heart Valve Replacement	V43.3
Hyperlipidemia	272.4
Hypertension, Controlled	401.1
Hypertension, Pulmonary	416.0
Hypertension, Uncontrolled	401.0
Hypotension, Orthostatic	458.0
LBBB	426.3
Malfunction Defibrillator	996.04
Malfunction Pacemaker	996.01
Mitral Insufficiency	396.3
Mitral Regurgitation	424.0

CARDIOLOGY	
Mitral Stenosis	394.0
Mitral Valve Prolapse	394.2
Palpitations	785.1
Pericardial Effusion	423.9
Pericarditis	420.90
Peripheral Vascular Dis.	443.9
Pre-Op Cardiovascular Exam	V72.81
Pulmonary Emboli	415.19
PVCs	427.69
RBBB	426.4
Sick Sinus Syndrome	427.81
Supraventricular Tachycardia	427.0
Syncope	780.2
Tachycardia	785.0
Tobacco Dependence	305.1
Transic Ischemia Attack	435.9
Other	

SCHEDULE

Labs
Holter Monitor
Event Monitor
2-D Echo
Aorta U/S
LE Segmental
Carotid Study
Arterial Study
Venous Study
Catherization
Treadmill
PEST
Nuclear Stress
Other

Patient Information

Ticket#:34176428
Pat#:2121588 CON ✓
Chart#: 0.00
Prior Diagnoses:

Date	Group	Dept	Doctor	Time
05/13/15	98		JACOCKS MD, MITCHE	04:15P

Patient	D.O.B.	Age	Sex	Soc. Sec. #
CHARLES TAYLOR	10/08/55	59	M	XXX-XX-XXXX

Responsible Party:
CHARLES TAYLOR
332 MYRTLE BEACH HWY ck address
SUMTER, SC 29153
803-609-7990

Location: SUMTER CARDIOLO
Patient / Insurance
Reason For Visit: CHEST PAIN
Referring Doctor: VILLANUEVA, JOSEPH

Current	Over 30 Days	Over 60 Days	Total Due
0.00	0.00	0.00	0.00

Insurance Company	BA	SCT	Policy ID #
MEDICARE	Y	I	

RELATIONSHIP TO INSURED: SELF [X] SPOUSE [ ] CHILD [ ] OTHER [ ]

Diagnosis

Today's Charge
Prior Balance 0.00
0.00
Adjustment
Today's Payment $25.00 cft
Balance Due
☐ Check ☒ Cash
☐ Credit Card

Return Appointment:
_____ PRN

PHYSICIAN SIGNATURE

ROA
p.986

PS GRAPHICS 803-414-2291 PO# 5607 JOB# 24

P.O. Box 1984
Southgate, MI 48195-0984

Receivable Solutions, Inc.
P.O. BOX 21808
Columbia, SC 29221-1808
1-866-505-7419(Toll Free) or 1-803-744-3113(Columbia)

09/24/14

FIRST ATTEMPT

RSI/00100/222091195198 0005081 0003763/12

CHARLES ELLIOTT TAYLOR
PO BOX 3652
SUMTER, SC 29151-3652

5741

File#:	**6095284**
Account #:	A00016520785
Date of Service:	08/12/13
Current Balance:	$108.89
Total Balance of All Accounts:	$108.89

Client: TUOMEY HEALTHCARE SYSTEMS
Patient Name: TAYLOR, CHARLES ELLIOTT

Dear Sir or Madam:

This past due account has been placed in collections and payment in full is expected.

Please call 1-866-505-7419(Toll Free) or 1-803-744-3113(Columbia) if you have any questions, or need to discuss your account. You can mail in a check or money order to the address below or you can contact our office to pay by check draft, with no additional cost.

Unless you notify this office within thirty days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification.

Sincerely,

Receivable Solutions, Inc.

This is an attempt to collect a debt and any information received will be used for that purpose. In addition this communication is from a debt collector.

*** Please detach below and return in the enclosed envelope with your payment ***

Circle One:

CC Card Number: _____

Name on Card: _____

Expiration Date: _____/_____ CCV#: _____(Last 3 digits on back of card)

Signature: _____

**A $4.95 convenience fee will be added to the balance for each Debit/Credit Card transaction.

Client: TUOMEY HEALTHCARE SYSTEMS
File #: 6095284
Account: A00016520785
Current Balance: $108.89
Total Balance of All Accounts: $108.89

Amount Paid: $_____

Receivable Solutions, Inc.
P.O. BOX 21808
Columbia, SC 29221-1808

ROA
p.987

LC-00100-A

1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

Gallivan, White & Boyd, P.A.
ATTORNEYS AT LAW

March 30, 2015

VIA U.S. MAIL
Mr. Reginald Morton
Mr. Odell Morton
824 Maury Avenue
Oxon Hill, MD 20745

Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808
GWB File No.: 8566-1

Dear Reginald and Odell:

Thank you for speaking with my office staff regarding **re-scheduling** your depositions. I have enclosed the Amended Notice to take a Video Deposition, **now scheduled for Friday, April 24, 2015.** The depositions will take place at the Oxon Hill Branch Library in the conference room beginning at 10:00 am.

If you should need to contact me regarding this scheduling, please do not hesitate to do so at the phone number listed at the top right on this letter. I look forward to meeting you both on April 24th.

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

James Brogdon, III

JB/lap
cc: Mr. Charles TAylor

PLAINTIFF'S ITEM #33
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

CERTIFIED MAIL™

COLUMBIA SC 290
08 APR 2015 PM 2 L

7011 2000 0001 7203 5205

Charles Taylor
332 Myrtle Bch Hwy
Sumter SC 29153

U.S. POSTAGE
PAID
SUMTER, SC
29150
APR 08, 15
AMOUNT
$6.49
00116473-06

Put here

UTF

Odell Morton
Reginald Morton
824 Maury Avenue
Oxon Hill, MD. 20745

20745

AN RETURN
REQUESTED

RETURN RECEIPT
REQUESTED

NEXIE 287 7E 1009 0004/18/15

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 29153581032 *1554-02768-08-40

1000

ROA
p.989

PLAINTIFF'S ITEM #34
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

www.repwest.com

June 27, 2013

Reginald Morton
824 MAURY AVE
FORT WASHINGTON, MD 20749

RE: Claim Number: 00475309-2013
Date of Loss: June 01, 2013
Reported Date: June 21, 2013

Dear Reginald Morton:

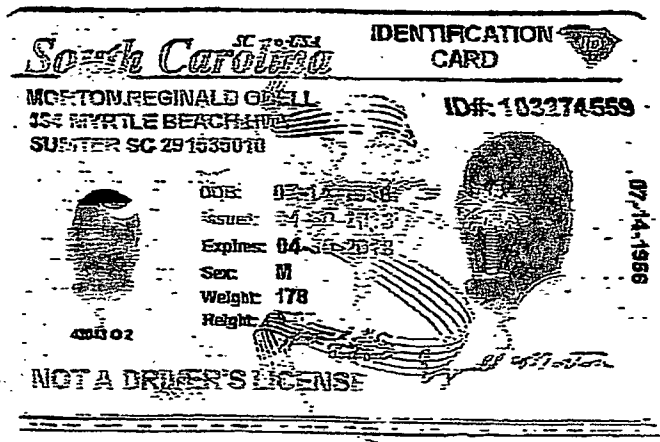
This letter acknowledges receipt of your claim. In order to process your claim quickly, we ask that you assist us by sending the following items to the address at the bottom of this page:

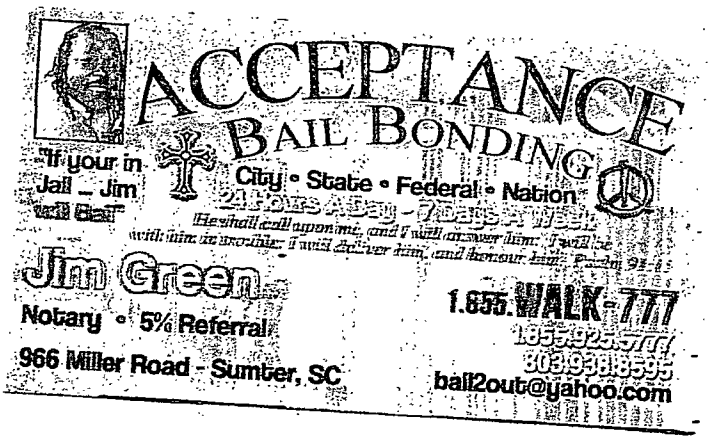
- [x] If applicable, a copy of the police report covering this incident
- [ ] Name, address and signed statement of facts by witness(es)
- [ ] Two (2) Estimates of damages clearly itemizing repairs and costs
- [ ] Copy of vehicle registration or title
- [ ] Color photographs which clearly depict and confirm your damages
- [ ] Proof of subrogation, estimates of repair and evidence of payment
- [ ] Name and address of U-Haul Lessee and/or Driver
- [ ] U-Haul equipment number and/or license plate number involved in incident
- [ ] Legible copy of the U-Haul rental receipt/contract
- [ ] Completed cargo loss form (please submit repair estimate for any *electronic* cargo)
- [ ] Receipts to provide proof of ownership, original purchase price, etc (PROPERTY)
- [x] Other: Please contact

Thank you,
Spencer Sussman
P.O. Box 24463
Phoenix, AZ 85074
Phone: 800-528-3066 x664366
Fax: 602-745-6417
E-Mail: ssussman@repwest.com

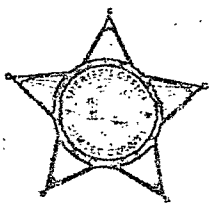
PLAINTIFF'S ITEM #35
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Reginald Morton.





The ones wanting to get their hands on Reginald Morton. He was bailed out of jail; got that u-haul truck w/no license; damaged plaintiff's house–property as stated; mad because they were being evicted;



SGT. TRIPP MAYS
CRIMINAL INVESTIGATOR

PLAINTIFF'S ITEM #36
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Sumter County Sheriff's Office
107 East Hampton Avenue
Sumter, South Carolina 29150

Office: (803) 436-2012
Cell: (803) 983-4776
tmays@sumtercountysc.org

Loaded their stuff & jumped bail from SC to Maryland

Morton wasn't to leave SC while out on bail for committing another crime

NO. 899693

SAFE FEDERAL CREDIT UNION

DATE	G.L. NO.	DESCRIPTION	PAYEE	AMOUNT

DATE	TELLER	TRANSACTION DESCRIPTION	ACCOUNT NUMBER	PREVIOUS BAL.	TRANSACTION AMT.	NEW BALANCE
07MAY15	8816-136	Share Withdrawal	****477-0	61.44	56.44	5.00

MINIMUM PERIODIC PAYMENT	PAYMENT DUE DATE	FREQUENCY OF PAYMENT	DAILY PERIODIC RATE	ANNUAL PERCENTAGE RATE
				%

SIGNATURE DATE
TRANSACTION PROCESSED BY: 8816 CSR

Payee: ROY RAHAL

VERIFY NO: 899693

SAFE FEDERAL CREDIT UNION

P.O. BOX 2008
SUMTER, SC 29151-2008
(803) 469-8600

67-7969/2532

NO. 899693

DATE 07MAY15 AMOUNT $ **56.44

PAY FIFTY SIX AND 44/100 DOLLARS

TO THE ORDER OF

ROY RAHAL***
FROM:CHARLES E TAYLOR
FOR:DEPOSITION & TRIAL TESTIMONY C/A#2013-CP-43-1808

Carolyn Roach
AUTHORIZED SIGNATURE

⑈899693⑈ ⑆253279691⑆00202 0121763⑈

PLAINTIFF'S ITEM #37
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Sumter Cardiology
A Lexington Medical Center Physician Practice

540 Physicians Lane, Sumter, SC 29150
(803) 778-1941 • **FAX:** (803) 938-9513
SumterCardiology.com

Mitchell W. Jacocks, MD
C. West Jacocks, IV, MD
Leslie A. Beben, PA-C

Nuclear Stress Test Instructions

Dear Patient: Charles Taylor

Your doctor has recommended that you have a Nuclear Stress Test. Special medications are ordered specifically for your test, therefore, please give a 24-hour notice if you are unable to keep your appointment.

PLAINTIFF'S ITEM #38
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

Instructions:

1. Please inform the technologist if you may be pregnant.
2. Please allow 2 ½ to 4 hours for this test.
3. Do not take any medication the day of your test, unless otherwise instructed. ****Diabetic Patient See #5****
4. Drink 2 cups of water before you arrive.
5. Do not eat after midnight unless you have an afternoon appointment, then you may have a light breakfast (toast, cereal, bagel, etc.) It is okay to brush your teeth if you are fasting. ****If you are diabetic and take medication for your diabetes, only take ½ of the diabetic medications with a light breakfast 2 hours before your appointment time, even if you have a morning appointment.****
6. **No caffeine.** This includes caffeine-free coffee, tea, or sodas the day of the test.
7. Wear comfortable clothes and walking shoes.
8. You may eat and drink after the stress portion is complete. You may bring a snack.

Appointment Date: Thur. June 11, 2015 Time: 2:30 ☐ A.M. ☒ P.M.

Location: Dr M. Jacocks office.

If you have any questions, please call Nancy or Margaret at (803) 778-1941 ext. 204.

ROA
p.993

ABOUT THE TEST: An IV will be placed in your arm for the administration of a small amount of radioactive material to allow imaging of your heart. We will take a series of pictures while you are lying still on an imagining table. A treadmill stress test will be done after this time. If you are unable to exercise a drug can be given through the IV to simulate exercise. After the stress portion, another series of pictures will be taken.

This item are 4 physical medications of family member and friend, who shared with me because of my really sad conditions from all the severe emotional & physical distress intentionally inflicted on me by Defendants' outrageous, willful & wanton, etc. conduct.

The physical bottles are shown to deponent to answer the question posed.
Otherwise, the physical bottles will be kept by Plaintiff for EVIDENCE at TRIAL.

PLAINTIFF'S ITEM #39
re: Defendants Roy Rahal / El Cheapo Deposition 6-2-15
SC Civil Case # 2013-CP-43-1808

IN THE COURT OF COMMON PLEAS

THIRD JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

- - -

CHARLES TAYLOR,	:	
Plaintiff,	:	
vs.	:	Civil Action No.:
(1) STOP 'N' SAVE, INC.,	:	2013-CP-43-1808
D/B/A EL CHEAPO PLUS #7 AND	:	
(2) ROY RAHAL,	:	
Defendants.	:	

- - -

Friday, April 24, 2015

- - -

VIDEOTAPED DEPOSITION OF REGINALD ODELL MORTON, taken at Oxon Hill Branch Library, 6200 Oxon Hill Road, Oxon Hill, Maryland 20745, commencing at 10:57 a.m., before Marney Alena Mederos, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public.

- - -

EVERYWORD, INC.
P.O. Box 1459
Columbia, South Carolina 29201
803-212-0012

1 APPEARANCES:

2

3 GALLIVAN, WHITE & BOYD, P.A.
BY: GRAY T. CULBREATH, ESQUIRE
4 JAMES E. BROGDON, III, ESQUIRE
1201 Main Street
5 Suite 1200
Columbia, South Carolina 29201
6 (803) 779-1833
GCulbreath@GWBlawfirm.com
7 Representing the Defendants

8

9

10 ALSO PRESENT:

11 James Bullock, Videographer
Dana Goins
12

13

14

15 (INDEX AT REAR OF TRANSCRIPT.)

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1 P R O C E E D I N G S

2 (Exhibit 1, Exhibit 2, and Exhibit 3

3 were marked for identification and attached to the

4 transcript.)

5 THE VIDEOGRAPHER: Good morning. We are

6 now on the record. My name is James Bullock of

7 EveryWord, Incorporated.

8 Today's date is April the 24th, 2015,

9 and the time on the video monitor is approximately

10 10:57. This deposition is being held in the office --

11 at Oxon Hill Branch Library, located at 6200 Oxon Hill

12 Road, Oxon Hill, Maryland.

13 The caption of this case is Charles

14 Taylor v. Stop 'N' Save, Incorporated, et al. The

15 name of our witness today is Reginald Morton.

16 At this time, will the attorneys please

17 identify themselves and state whom they represent,

18 after which our court reporter, Marney Mederos, will

19 swear in the witness and we may proceed.

20 MR. CULBREATH: Yes. I'm Gray

21 Culbreath, and I am here on behalf of Stop 'N' Save,

22 d/b/a El Cheapo Plus and Roy Rahal.

23 MR. BROGDON: And I'm James Brogdon, and

24 I am here on behalf of the same Defendants.

25 - - -

1 REGINALD ODELL MORTON, after having been first
2 duly sworn, was examined and testified as follows:
3 - - -
4 EXAMINATION
5 - - -
6 BY MR. CULBREATH:
7 Q. Good morning, Mr. Morton.
8 A. Good morning.
9 Q. As I said, my name is Gray Culbreath,
10 and I represent Stop 'N' Save d/b/a El Cheapo and Roy
11 Rahal, and we're here in Maryland this morning to take
12 your deposition.
13 I'm going to hand you what I previously
14 marked as Exhibit 1, which is a letter to you, along
15 with the deposition notice.
16 And did you receive that, sir?
17 A. Yes, I did.
18 Q. All right. And for the record, I'll
19 note that this was served upon the Plaintiff Charles
20 Taylor. He is not here. It is -- the time is 11:00.
21 We are one hour -- running one hour late. We are
22 proceeding.
23 Prior to this deposition starting, I
24 presented you with a witness fee and mileage check; is
25 that correct, sir?

1 A. Yes, it is.
2 Q. And how much is the amount of that
3 check?
4 A. $27.30.
5 Q. All right. Could you tell us your full
6 name, please, sir?
7 A. Reginald Odell Morton.
8 Q. And do you go by Reginald?
9 A. Reggie.
10 Q. Reggie.
11 And your father is not here with us
12 today?
13 A. No, he's -- no, he's not.
14 Q. And how is your father's health right
15 now?
16 A. Not too good.
17 Q. Okay. Would he be able to sit and give
18 testimony today?
19 A. No, he wouldn't.
20 Q. Does he have problems with his memory
21 now?
22 A. Yes. He has dementia.
23 Q. He has dementia?
24 A. Uh-huh.
25 Q. And how long has he had dementia?

1 A. Well, it's been like about a year now.
2 It's been -- it's been getting worse.
3 Q. He did not have the dementia when he
4 lived in South Carolina, did he?
5 A. No, he didn't.
6 Q. Now, what is your dad's name?
7 A. Mr. Odell Beauty Morton.
8 Q. And in 2012 and '13 when y'all were
9 living in South Carolina, did Mr. Morton, your father,
10 Mr. Odell Morton, have a driver's license?
11 A. Yes, he did.
12 Q. And what state was his driver's license
13 from?
14 A. In the state of Maryland.
15 Q. Now, I want to back up for a minute.
16 Where are we here -- where are we today?
17 Where are we?
18 A. We're in Oxon Hill, Maryland.
19 Q. All right. And how far do you live from
20 the public library here where we're taking this
21 deposition?
22 A. About 15 to 20 minutes.
23 Q. Okay. And you -- do you live with your
24 father?
25 A. Yes, I do.