THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
NOV 14 2016
SC Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas
W. Jeffrey Young, Circuit Court Judge

Case No. 2012-CP-45-0471
Appellate Case No. 2015-002026

Gaddy Oil, Inc., Plaintiff.....Respondent,

v.

George Rishmawi, Sr. a/k/a Issa George Rishmawi, George Rishmawi, Jr., a/k/a George Issa Rishmawi, individually and both trading as G&S Transports, LLC and Dollar and More, Inc., Defendants.....Appellants,

Issa George Rishmawi, Third Party -Plaintiff.....Appellant,

v.

Andrew Gaddy and Gaddy Rentals, LLC,
Third Party-Defendants.....Respondents,

RECORD ON APPEAL

M. Amanda Shuler, Esquire
WHETSTONE PERKINS & FULDA, LLC
Post Office Drawer 980
Kingstree, SC 29556
Ph. (843) 355-2800
Fax (843) 355-2802
ATTORNEYS FOR THE APPELLANTS

Kimberly V. Barr
Ronnie A. Sabb
Adrian D. Dukes
Law Offices of Ronnie A. Sabb
Post Office Box 658
Kingstree, SC 29556
Ph. (843) 355-5349
Fax (843)355-3434
ATTORNEYS FOR THE RESPONDENTS

INDEX

Judgment from September 10, 2015.....1

Summons and Complaint.....2

Answer and Counterclaim.....21

Amended Answer and Counterclaim and Cross-Complaint.....28

Reply and Answer to Cross-Complaint.....37

Testimony.....41
- Andrew D. Gaddy.....44
- Issa Abuaita.....132
- Deposition of George Rishmawi.....162
- Issa George Rishmawi.....174
- Deposition of Andrew D. Gaddy.....258

Exhibits
- Receipt for Exhibits.....330
- Plaintiff's Exhibit 1.....331
- Plaintiff's Exhibit 2.....364
- Plaintiff's Exhibit 3.....369
- Plaintiff's Exhibit 4.....372
- Plaintiff's Exhibit 5.....376
- Defendant's Exhibit 1.....379
- Defendant's Exhibit 2.....388
- Defendant's Exhibit 3.....389

Deposition of George Rishmawi.....393

Certificate of Appellant.....400

CERTIFIED TRUE COPY
SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

2015 DEC 11 PM 12:18

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2012CP4500471

Gaddy Oil Inc *vs.* George Sr Rishmawi AKA

CHECK ONE:

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

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

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

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

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order; ☐ Statement of Judgment by the Court:

Verdict For the Plaintiff $34,220.82

Dated at Kingstree, South Carolina, this 10 day of September, 2015.

Court Reporter:

PRESIDING JUDGE

This judgment was entered on the 10th day of September, 2015, and a copy mailed first class this 14th day of ~~September~~ Dec, 2015, to attorneys of record or to parties (when appearing pro se) as follows:

Ronnie Alan Sabb PO Box 88 Kingstree, SC 29556-0088

ATTORNEY(S) FOR THE PLAINTIFF(S)

Mary Amanda Harrelson Shuler PO Box 980 Kingstree, SC 29556

ATTORNEY(S) FOR THE DEFENDANT(S)

CPFORM4M
SCCA SCRCP Form 4 Revised 06/2008

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF WILLIAMSBURG	)	THIRD JUDICIAL CIRCUIT
Gaddy Oil Inc.	)	12 CP45 471
Vs.	)	SUMMONS AND NOTICE
George Rishmawi, Sr. a/k/a Issa G. Rishmawi, George Rishmawi, Jr., a/k/a George Issa Rishmawi, individually, and both trading as G & S Transports LLC, and Dollar and More, Inc., G & S Transports, LLC and Dollar and More, Inc., Defendants.	)	

FILED
12 SEP -5 PM 12:41
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

TO: The Defendants-above named:

YOU are hereby summoned and required to Answer the COMPLAINT in this action, a copy of which is hereby served upon you and to serve a copy of your Answer to the subscribed at THE GADDY LAW FIRM, LLC 260 W. Coleman Blvd, Suite B, Mt Pleasant, SC 29464 within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the COMPLAINT within that time, the Plaintiff will apply to the Court for the relief demanded in the COMPLAINT and a Judgment by Default will be rendered against you.

August 29, 2012

Susan M. Gaddy

Susan M. Gaddy (SC Bar # 65481)
The Gaddy Law Firm, LLC
260 W. Coleman Blvd, Suite B
Mt Pleasant, SC 29464
Tel (843) 388-7062
Fax (843) 971-9966
SGaddy@sgfirm.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF WILLIAMSBURG	)	THIRD JUDICIAL CIRCUIT
Gaddy Oil Inc.,	)	12 CP45 471
Plaintiff,	)	
Vs.	)	**COMPLAINT**
George Rishmawi, Sr., a/k/a Issa G. Rishmawi, George Rishmawi, Jr., a/k/a George Issa Rishmawi, individually, and both trading as G & S Transports LLC, and Dollar and More, Inc., G & S Transports, LLC and Dollar and More, Inc.	)	(Non-Jury)
	)	(Liquidated Damages)
	)	(Quantum Meruit – Unjust enrichment)
Defendants.	)	

FILED
12 SEP -5 PM 12:41
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

Plaintiff by way of this COMPLAINT would respectfully show to the Court:

1. Plaintiff is a corporation organized under the laws of the State of South Carolina with its principal place of business in Florence County, State of South Carolina.
2. Defendant Dollar and More, Inc. is a corporation organized under the laws of the State of South Carolina with its principal place of business in Williamsburg County, State of South Carolina.
3. Defendant G & S Transports LLC is a limited liability company organized under the laws of the State of South Carolina with its principal place of business in Sumter County, State of South Carolina.
4. Upon information and belief, Defendant George Rishmawi, Sr. is also known as Issa G. Rishmawi. He is a citizen and resident of Florence County, State of South Carolina.

5. Upon information and belief, Defendant George Rishmawi, Jr. is also known as George Issa Rishmawi. He is a citizen and resident of Florence County, State of South Carolina.

6. Upon information and belief, Defendants George Rishmawi, Sr. and George Rishmawi, Jr. control G & S Transports LLC and Dollar and More Inc.. These businesses are alter egos of the individuals who trade under the names G & S Transports LLC and Dollar and More Inc.

7. Both Rishmawis had dealings with Gaddy Oil Inc. and are known to the plaintiff as father and son "George Sr" and "George Jr."

8. Gaddy Oil Inc. has an open line of credit with a petroleum product vendor known as TransMontaigne Product Services Inc. "TransMontaigne"

9. Beginning in October 2010, Gaddy Oil Inc. entered into a verbal agreement with George Rishmawi, Sr. whereby Rishmawi used the credit of Gaddy Oil Inc. to pick up gasoline products from terminals in North Augusta, Georgia. At various times Gaddy Oil Inc. dealt with George Rishmawi, Jr. to discuss the gasoline purchases on Gaddy Oil Inc. credit for resale at retail convenience stores that the Rishmawis control and own under the business name "Dollar and More Inc." in various places in South Carolina such as the "Coward Truck Stop" in Coward, "Betty's Quick Stop" in Hemingway, "George's Truck Stop and Restaurant" in Kingstree, and "Little Fisher" on Highway 378 near Lake City.

10. The parties conducted business under this agreement from October 2010 until July 2012.

11. The agreement between Gaddy Oil Inc. and the Rishmawis was that the Rishmawis would send a truck to pick up gasoline at two terminals in North Augusta, Georgia where Gaddy Oil Inc. had credit with TransMontaigne. TransMontaigne would fax an invoice to the Rishmawis that indicated an amount and payment due date for electronic debit from

the Gaddy Oil Inc. checking account at The Citizens Bank . On the date the funds would be debited (10 days after G & S Transports picked up the fuel), the Rishmawis, would make a deposit into the Gaddy Oil Inc. checking account for the amount of the invoice plus $50 which was the agreed upon "cost" of the Gaddy Oil Inc. credit to the Rishmawis.

12. Under the agreement between Gaddy Oil Inc. and the Rishmawis, no more than four truckloads of fuel could be loaded per month from the suppliers in North Augusta.

13. The Rishmawis resell the gasoline purchased with the credit of Gaddy Oil Inc. to the public through several retail convenience stores that are titled in the name Dollar and More, Inc. throughout the Pee Dee of South Carolina as specified above.

14. On June 29, 2012, the Rishmawis sent a truck to pick up gasoline products at two terminals in North Augusta, Georgia with a driver named Richard Thornhill. The Bills of Lading for the June 29 purchases are from two terminals: Kinder Morgan Southeast Terminals LLC (**Exhibit A p. 1**) and Magellan Terminal Holdings, LP (**Exhibit A p.2-3**). These Bills of Lading indicate that the carrier is G & S Transports LLC for fuel sold to Gaddy Oil Inc.

15. TransMontaigne issued three (3) invoices for the June 29 fuel purchases to Gaddy Oil Inc. (**Exhibit B pp.1-3**) TransMontaigne issued its EFT Draft Notice to Gaddy Oil Inc. on July 5, 2012 for an ACH Draft Date of July 9, 2012 in the amount of $32,248.42. (**Exhibit B p.4**).

16. Gaddy Oil Inc. has sustained liquidated damages in the amount of $32,248.42 as a result of Rishmawi's refusal to pay Gaddy Oil Inc. for the 12,000 gallons of gasoline products.

17. A printout of transactions at The Citizens Bank for Gaddy Oil Inc. from June 1, 2012 to July 20, 2012 (**Exhibit C**) indicates the recent history and custom between the parties. The bank printout documents the TransMontaigne debits along with deposits made for amounts that exceed the TransMontaigne debits (the cost of the "Gaddy Oil credit" to Rishmawi). The printout shows matching dates for deposits and TransMontaigne debits on June 8, June 12, June 28, July 5, and July 6. The July 9 deposit for $32,000 represents a loan that Gaddy Oil Inc. received from The Citizens Bank to cover the TransMontaigne debit for $32,248.42 that Rishmawi has refused and failed to pay.

18. Andrew Gaddy has incurred a personal debt on behalf of Gaddy Oil Inc. at The Citizens Bank to pay the three June 29, 2012 Transmontaigne invoices (**Exhibit C**). A copy of the Note (**Exhibit D**) of Andrew Gaddy to The Citizens Bank dated July 9, 2012 in the original amount of $32,040.00 is attached. The cost of the interest for this Note is part of the actual damages that Andrew Gaddy has sustained on behalf of Gaddy Oil in the amount of $1922.40 because of the Rishmawis' unjust enrichment and refusal to pay for the June 29 purchases of fuel.

19. The Rishmawis have personally profited from the re-sale of 12,000 gallons of fuel purchased on the Gaddy Oil Inc. credit with TransMontaigne through resale to the public at their retail convenience stores. They have been unjustly enriched.

20. The use of Gaddy Oil Inc.'s credit account with TransMontaigne conferred a benefit upon Dollar and More Inc., G & S Transports, LLC and the Rishmawis individually.

21. All of the Defendants have realized that benefit by refusing to pay for the fuel that they have resold to the public at their retail convenience stores throughout the Pee Dee region of South Carolina.

22. The Defendants' refusal to pay Gaddy Oil Inc. for the 12,000 gallons of fuel that G & S Transports picked up on June 29, 2012 and which cost Gaddy Oil Inc. $32,248.42 constitute an unjust enrichment because they have retained the benefit of the fuel's value and personally profited from its resale to the general public during July 2012.

23. Gaddy Oil Inc. has sustained actual damages for $32,248.42 plus $50 plus $1922.40 or $34,220.82.

WHEREFORE, Plaintiff prays for judgment against the Defendants in the sum of $34,220.82 plus costs and interest at the legal rate from July 9, 2012 until judgment is entered against the Defendants.

August 29, 2012

Susan M. Gaddy

Susan M. Gaddy (SC Bar # 65481)
The Gaddy Law Firm LLC
260 W. Coleman Blvd, Suite B
Mt Pleasant, SC 29464
Tel (843) 388-7062
Fax (843) 971-9966
SGaddy@sgfirm.com

STATE OF SOUTH CAROLINA)

) VERIFICATION

COUNTY OF FLORENCE)

PERSONALLY APPEARED before me Andrew D. Gaddy, Sr, who after being duly sworn states that he is President of Gaddy Oil Inc.; that he has read the Complaint and finds the allegations to be true and correct to the best of his information and belief.

Andrew D. Gaddy, Sr.

SWORN to before me this

24th day of August 2012.

Ashley Coker

Notary Public for South Carolina

My Commission Expires: 03/26/2018

FILED
12 SEP -5 PM 12:41
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

12 CP45 471

NON-NEGOTIABLE / BILL OF LADING

KINDER MORGAN
SOUTHEAST TERMINALS LLC

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

THE SUPPLIER WHOSE NAME IS INDICATED ON THIS BOL IS RESPONSIBLE FOR COLLECTING AND REMITTING THE STATE MOTOR FUEL TAXES.

GASOLINE ADDITIZED TO MEET EPA DETERGENT ADDITIVE REQUIREMENTS.

"FOR CHEMICAL EMERGENCY - SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT." (CHEMTREC CONTRACT #12365)

THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.
SIGN HERE → Richard Thornhill DATE

RECEIVED QUANTITIES IN GOOD ORDER
SIGN HERE → DATE

SOLD TO: GADDY OIL INC 106 JOEL ST LAKE CITY, SC 29560	SHIP TO: GADDY OIL INC VARIOUS, sc
SUPPLIER: MORGAN STANLEY /TRANSMONTAIGNE 1670 BROADWAY SUITE 3100 DENVER, CO 80202	PETROEX/TABS# 59192 · MANIFEST # 291994 · MANIFEST DATE 06/29/2012 SPECIAL HANDLING · Load #: 291994 · 46999200
CARRIER: G & S TRANSPORTS LLC 11 RICHARDSON STREET SUMTER, SC 29150	DRIVER NAME: THORNHILL, RICHARD (971) · DRIVER # 971 TRAILER # 2 · LOADING TIMES 8:38:54 AM - 9:01:08 AM · LOADSPOT 10

==== HAZARD INFORMATION ====

1 Tank Truck Loaded at: 221 LAUREL LAKES DRIVE, NORTH AUGUSTA, SC 29860 Phone: 803-279-1999

Hazard Description	Gross Gallons
NA1993, DIESEL FUEL, 3, PG III	3,000

==== FINISHED PRODUCT SUMMARY ====

Prod	Description	Gross (G)	Net (G)	Temp (F)	Grav.
530520	ULTRA LOW SULFUR DIESEL	1500	1487	78.5	36.6
530530	Dyed Ultra Low Sulfur Diesel	1500	1487	79.2	36.6

==== PRODUCT NOTES ====

UNDYED ULTRA LOW SULFUR DIESEL.
SEE NOTE 4 ON BACK OF BOL.

DYED ULTRA LOW SULFUR DIESEL.
SEE NOTE 5 ON BACK OF BOL.

==== PRODUCT COMPONENTS ====

No.	Product	Total Gross	Component	Gross (G)	Net (G)	Temp (F)	Grav.	Tank
1	530520	1,500	ULTRA LOW SULFUR DIESEL BASE	1,500	1,487	78.5	36.6	5
2	530530	1,500	ULTRA LOW SULFUR DIESEL BASE	1,500	1,487	79.2	36.6	5

"SEE BACK FOR HAZARD WARNINGS AND PRODUCT NOTES"

PLAINTIFF'S EXHIBIT A-1

ADS220R4 - 815

MAGELLAN TERMINALS HOLDINGS, LP – Bill of Lading

This is a universal bill of lading that can be used for petroleum products, fertilizer and liquified petroleum gas.

TERMINAL
LOCATION: NORTH AUGUSTA

SUPPLIER: TMG CONTRACT
P. O. BOX 5660 , ,
DENVER, CO 80217

CARRIER: G & S TRANSPORTS LLC
CONSIGNEE: TRANSMONTAIGNE
DESTINATION: VARIOUS, SC

START TIME LOADED
06/29/2012 20:41:26- 181

END TIME LOADED
06/29/2012 20:53:40- 181

EPA#

DEST CODE: 815

Received, subject to the classification and tariffs in effect on the date of issuance of this bill of lading, the property described hereon, consigned and destined as shown, which it is agreed will be carried to consignee's place of storage at said destination, if on carrier's own highway route or routes or within the territory of its highway operations; otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that every service to be performed hereunder shall be subject to all the conditions, not prohibited by law herein contained, and all applicable conditions prescribed for uniform straight bill of lading in National Motor Freight Classification No. A-13, MF-I.C.C.No. NMF 100, supplements thereto or reissues thereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

O,S - "This fuel contains an oxygenate. Do not blend this fuel with ethanol or with any other oxygenate."

S,R - "This fuel must not be sold at retail or used in a carbon monoxide control area."

BL TRANS STATE TAX NBR	SUPPLIER CODE	PETROEX CODE	TIME OUT	DRIVER CODE	
321297	815	061865	20:53	002	

PRODUCT NAME AND CLASSIFICATION	GROSS GALS/LBS.	NET GALS/LBS 60F	GRADE/RUN	OCTANE	METER	GRAVITY	TEMP/PSI
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE	4000	3939	NZ 0	87.00	01 01	60.170	82.0

SEALS	ICC PERMIT	STATE LICENSE	STATE PERMIT	UNIT	UNIT WATER BAL. CAPACITY	DISTRIBUTOR LICENSE

"This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulation of the Department of Transportation." CARRIER CERTIFIES that the CARGO TANK supplied for this shipment is a proper container for the transportation of this commodity.

NOT - NEGOTIABLE

PLAINTIFF'S EXHIBIT
A p 2

FEHGAD-Complaint-ALT

ADS220R4 - 815

MAGELLAN TERMINALS HOLDINGS, LP – Bill of Lading

This is a universal bill of lading that can be used for petroleum products, fertilizer and liquified petroleum gas

TERMINAL
LOCATION: NORTH AUGUSTA

SUPPLIER: TMG CONTRACT
P. O. BOX 5660
DENVER, CO 80217

CARRIER: G & S TRANSPORTS LLC
CONSIGNEE: TRANSMONTAIGNE
DESTINATION: VARIOUS, SC

START TIME LOADED
06/29/2012 20:41:26- 181

END TIME LOADED
06/29/2012 20:53:40- 181

EPA#

DEST CODE: 815

Received, subject to the classification and tariffs in effect on the date of issuance of this bill of lading, the property described hereon, consigned and destined as shown, which it is agreed will be carried to consignee's place of storage at said destination, if on carrier's own highway route or routes or within the territory of its highway operations; otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that every service to be performed hereunder shall be subject to all the conditions, not prohibited by law herein contained, and all applicable conditions prescribed for uniform straight bill of lading in National Motor Freight Classification No. A-13, MF-I.C.C.No. NMF 100, supplements thereto or reissued thereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

O,S - "This fuel contains an oxygenate. Do not blend this fuel with ethanol or with any other oxygenate."

B,N - "This fuel must not be sold at retail or used in a carbon monoxide control area."

BL TRANS STATE TAX NBR	SUPPLIER CODE	PETROEX CODE	TIME OUT	DRIVER CODE	
321298	815	081865	20:53	002	

PRODUCT NAME AND CLASSIFICATION	GROSS GALS/LBS.	NET GALS/LBS 60F	GRADE/BLN		OCTANE	METER	GRAVITY	TEMP/PSI
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE	2000	1969	NZ	O	87.00	01 04	60.170	82.6
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE	3000	2954	NZ	O	87.00	01 05	60.170	82.2

SEALS	ICC PERMIT	STATE LICENSE	STATE PERMIT	UNIT	UNIT WATER BAL. CAPACITY	DISTRIBUTOR LICENSE

"This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulation of the Department of Transportation." CARRIER CERTIFIES that the CARGO TANK supplied for this shipment is a proper container for the transportation of this commodity.

NOT - NEGOTIABLE

PLAINTIFF'S EXHIBIT
A-P.3

PERSAD-Glenpointe, N.J.

TRANSMONTAIGNE
P.O. Box 5660
Denver, CO 80217-5660
USA

Tele: (303) 626-8200
Fax: (303) 626-8228

GADDY OIL INC
PO BOX 856
LAKE CITY, SC 29560

SHIP TO: 61865
GADDY OIL CO (SC)
VARIOUS, SC

CUST. CONTRACT		INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN	INVOICE NUMBER	SA 658365 R	09 Jul 2012
NET BASIS	60°F UOM GAL	CONTRACT	418770	
PAYMENT TERMS	10 DAYS-EFT (S)			ORIGINAL
POINT OF ORIGIN	17464 MAGELLAN N. AUGUSTA # 1 N. AUGUSTA, SC			
DESTINATION	SOUTH CAROLINA			68961/61865

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321298 2040	448D98		GASOHOL 87 ETHANOL 10%	G & S TRANSPORTS	5000.00	4923.00	2.310890	11,376.51
				SOJC COOPERATIVE FEE			4923.00		4.92
				ST GAS TAX			4923.00	.160000	787.68
				OIL SPILL-10% ETHANO			4923.00	.001714	8.44
				INSPECTION FEES			4923.00	.007500	36.92
				FET GASOHOL 10%			4923.00	.183000	900.91
				FET LUST TAX			4923.00	.001000	4.92
				GASOHOL 87 ETHANOL 10% This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RINS Transferred.					
				Your bank account will be drafted on 09 Jul 2012 for product, discount, and non-deferred taxes -or- drafted on next regular banking day by A.C.H.					$13,120.30
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 * * INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					

"Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law."

Federal Identification
84-1477374

1 USD

TOTAL 13,120.30



TRANSMONTAIGNE P.O. Box 5660 Denver, CO 80217-5660 USA
Tele: (303) 626-8200 Fax: (303) 626-8228

GADDY OIL INC
PO BOX 856
LAKE CITY, SC 29560

SHIP TO: 61865
GADDY OIL CO (SC)
VARIOUS, SC

CUST. CONTRACT		INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN	INVOICE NUMBER	SA 658364 R	09 Jul 2012
NET BASIS	60°F UOM GAL	CONTRACT	41877.0	ORIGINAL
PAYMENT TERMS	10 DAYS-EFT (S)			
POINT OF ORIGIN	17464 MAGELLAN N. AUGUSTA # 1 N. AUGUSTA, SC			
DESTINATION	SOUTH CAROLINA			68961/61865

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321297 2039	448D97		GASOHOL 87 ETHANOL 10%	G & S TRANSPORTS	4000.00	3939.00	2.310890	9,102.60
				SOJC COOPERATIVE FEE			3939.00		3.94
				ST GAS TAX			3939.00	.160000	630.24
				OIL SPILL-10% ETHANO			3939.00	.001714	6.75
				INSPECTION FEES			3939.00	.007500	29.54
				FET GASOHOL 10%			3939.00	.183000	720.84
				FET LUST TAX			3939.00	.001000	3.94
				GASOHOL 87 ETHANOL 10%					
				This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RINS Transferred.					
				Your bank account will be drafted on 09 Jul 2012 for product, discount, and non-deferred taxes					$10,497.85
				-or- drafted on next regular banking day by A.C.H.					
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					

"Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law."

Federal Identification
84-1477374

1 USD **TOTAL** 10,497.85



TRANSMONTAIGNE
P.O. Box 5660
Denver, CO 80217-5660
USA
Tele: (303) 626-8200
Fax: (303) 626-8228

GADDY OIL INC
PO BOX 856
LAKE CITY, SC 29560

SHIP TO: 59192
GADDY OIL CO - (SC)
VARIOUS, SC

CUST. CONTRACT				INVOICE DATE	29 Jun 2012
DELIVERY TERMS	FOB ORIGIN			INVOICE NUMBER	SA 656856 R
NET BASIS	60°F	UOM	GAL	CONTRACT	418770
PAYMENT TERMS	10 DAYS-EFT (S)				
POINT OF ORIGIN	15764 KINDER MORGAN/NORTH AUGUSTA NORTH AUGUSTA, SC				
DESTINATION	SOUTH CAROLINA				

DUE DATE: 09 Jul 2012

ORIGINAL

68961/59192

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	291994 0830	444C73		#2 DF ON-HWY ULTRA LO-SUL	G & S TRANSPORTS	1500.00	1487.00	2.686500	3,994.83
29 Jun	291994 0830	444C73		#2 ULTRA LO SULF DYED	G & S TRANSPORTS	1500.00	1487.00	2.691500	4,002.26
				SOJC COOPERATIVE FEE			2974.00		2.98
				FET DIESEL FUEL			1487.00	.243000	361.34
				ST DIESEL TAX			1487.00	.160000	237.92
				OIL SPILL			2974.00	.001905	5.66
				INSPECTION FEES			2974.00	.007500	22.30
				FET LUST TAX			2974.00	.001000	2.98
				#2 DF ON-HWY ULTRA LO-SUL					
				LOW SULPHUR DIESEL FOR ON ROAD USE CONTAINS NO EVIDENCE OF DYE.					
				#2 ULTRA LO SULF DYED					
				NOTICE: DYED DIESEL/FUEL OIL, NR ONLY					
				NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE.					
				Your bank account will be drafted on 09 Jul 2012 for product, discount, and non-deferred taxes					$8,630.27
				-or- drafted on next regular banking day by A.C.H.					
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					

"Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law."

Federal Identification
84-1477374

1 USD

TOTAL 8,630.27

PENGAD-Bayonne, N. J.
PLAINTIFF'S EXHIBIT
13 P.2

TransMontaigne 8662124636 Page 1 of 1 Fri Jul 13 2012 12:43:04 PM MDT

TRANSMONTAIGNE

TO: GADDY OIL INC

ATTN:

FROM: TransMontaigne Product Services Inc. (TPSI)

SUBJ: GADDY OIL INC 68961 GADDY OIL INC

TransMontaigne Prod. Services
EFT DRAFT NOTICE
7/05/12

CUSTOMER NAME:GADDY OIL INC CUSTOMER #: 68961

INVOICE DATE	INVOICE NUMBER	GROSS INV. AMT	DISCOUNT AMOUNT	NET INVOICE AMT	ACH DRAFT DATE	ST. TAX NET GAL.
6/29/12	SA656856	8630.27	.00	8630.27	7/09/12	.0
6/29/12	SA658364	10497.85	.00	10497.85	7/09/12	.0
6/29/12	SA658365	13120.30	.00	13120.30	7/09/12	.0

TOTAL DRAFT AMT: 32248.42

PLEASE REGISTER ON OUR WEBSITE TO VIEW THIS NOTIFICATION ONLINE. SEE WWW.TRANSMONTAIGNE.COM VIEW THE LINK TO SUPPLY CHAIN LOG IN REFERENCE YOUR CUSTOMER NUMBER LOCATED ON THIS TRANSMITTAL.

FOR INVOICE OR BOL QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (800) 934-9432.

THANK YOU

32248.42
50
32298.42

PLAINTIFF'S EXHIBIT 6 p. 4

THE CITIZENS BANK

View Transactions for: GADDY OIL INC

Current Balance: $25.45
Available Balance: $25.45

Transactions from 06/01/2012 to 07/20/2012

View Range: Since Last Statement | 7 Days | 15 Days | 30 Days | All

Date:	Ref/Check No:	Description:	Debit:	Credit:	Balance
07/16/2012	2810	DDA INCOMING CASH LETTER	-$16.26		$25.45
07/13/2012	2811	DDA INCOMING CASH LETTER	-$18.61		$41.71
07/09/2012		CUST DEBIT TRANSMONTAIGNE 1841477374 07/09/12 ID #- TRACE #-091000010418241	-$32,248.42		$60.32
07/09/2012	View Image	DDA DEPOSIT		$32,000.00	$32,308.74
07/06/2012		CUST DEBIT TRANSMONTAIGNE 1841477374 07/06/12 ID #- TRACE #-091000013058482	-$12,533.76		$308.74
07/06/2012	View Image	DDA DEPOSIT		$12,556.26	$12,842.50
07/05/2012		CUST DEBIT TRANSMONTAIGNE 1841477374 07/05/12 ID #- TRACE #-091000011242361	-$17,933.08		$286.24
07/05/2012	1218700010	Bill paid-FTC	-$145.61		$18,219.32
07/05/2012	View Image	DDA DEPOSIT		$17,963.08	$18,364.93
07/02/2012	2809	DDA INCOMING CASH LETTER	-$20.00		$401.85
06/28/2012		CUST DEBIT TRANSMONTAIGNE 1841477374 06/28/12 ID #- TRACE #-091000011302971	-$4,191.17		$421.85
06/28/2012	View Image	DDA DEPOSIT		$4,199.17	$4,613.02
06/20/2012		SERVICE CHARGE	-$7.50		$413.85
06/13/2012	2807	DDA INCOMING CASH LETTER	-$24.00		$421.35
06/13/2012	1216420009	Bill paid-FTC	-$96.29		$445.35
06/12/2012		CUST DEBIT TRANSMONTAIGNE 1841477374 06/12/12 ID #- TRACE #-091000010448178	-$21,929.46		$541.64
06/12/2012	View Image	DDA DEPOSIT		$21,969.46	$22,471.10
06/11/2012	2808	DDA INCOMING CASH LETTER	-$20.00		$501.64
06/08/2012		CUST DEBIT TRANSMONTAIGNE 1841477374 06/08/12 ID #- TRACE #-091000013633229	-$40,268.86		$521.64
06/08/2012	View Image	DDA DEPOSIT		$40,333.86	$40,790.50
06/06/2012	2806	DDA INCOMING CASH LETTER	-$18.61		$456.64
06/05/2012	2805	DDA INCOMING CASH LETTER	-$270.00		$475.25
06/01/2012	2804	DDA INCOMING CASH LETTER	-$25.00		$745.25
Totals (this page):		***Transactions: 23***	***Debits: -$129,766.63***	***Credits: $129,021.83***	

Print Preview

PLAINTIFF'S EXHIBIT C

ANDREW D GADDY 106 BROCKWOOD DR LAKE CITY SC 29560 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	THE CITIZENS BANK PO BOX 1059 LAKE CITY, SC 29560 COPY **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	TEG/TEG Loan Number 4040463 Date 07/09/12 Maturity Date 07/09/13 Loan Amount $ 32,040.00 Renewal Of

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of _____
Thirty two thousand forty & no/100 Dollars $ 32,040.00

☒ **Single Advance:** I will receive all of this principal sum on 07/09/12. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.

☒ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from JULY 09, 2012 at the rate of 6.00 % per year until JULY 09, 2013.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____.
A change in the interest rate will take effect _____.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.
☐ _____.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to _____.

☒ **LATE CHARGE:** If a payment is not made within 30 days after it is due, I agree to pay a late charge of _____.
5.000% of the unpaid amount with a minimum of $6.60 and a maximum of $100.00

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: $40.00 APPLICATION FEE.

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest At Maturity - JULY 09, 2013

☒ **Principal:** I agree to pay the principal At Maturity - JULY 09, 2013

☐ **Installments:** I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

PURPOSE: The purpose of this loan is _____.

SECURITY: You have certain rights that may affect my property as explained on page 2. In addition to these rights, this agreement is separately secured by a ☐ preexisting ☐ contemporaneous agreement described as _____.

ADDITIONAL TERMS:

6% interest = $1922.40

PLAINTIFF'S EXHIBIT D

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

Gaddy Oil Inc.)
Plaintiff(s))

vs.)

George Rishmawi, Sr., a/k/a Issa G. Rishmawi, George Rishmawi, Jr., a/k/a George Issa Rishmawi, individually, and both trading as G & S Transports LLC, and Dollar and More, Inc., G & S Transports, LLC and Dollar and More, Inc.)

Defendant(s))

CIVIL ACTION COVERSHEET

2012-CP - 12 CP45 47 1

FILED
12 SEP -5 PM 12:41
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

Submitted By: Susan M. Gaddy
Address: The Gaddy Law Firm, LLC
260 W. Coleman Blvd, Suite B
Mt Pleasant SC 29464

SC Bar #: 65481
Telephone #: 843-388-7062
Fax #: 843-971-9966
Other:
E-mail: SGaddy@sgfirm.com

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

DOCKETING INFORMATION (*Check all that apply*)

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

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

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☒ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

quantum meruit

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20___-CP-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: Susan M Godley **Date:** 9-4-12

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

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

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

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

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

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

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

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

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

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

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

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

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

STATE OF SOUTH CAROLINA COUNTY OF WILLIAMSBURG Gaddy Oil Inc., PLAINTIFF, VS. George Rishmawi, Sr., aka Issa G. Rishmawi, George Rishmawi, Jr., aka George Issa Rishmawi, individually, and both tradings as G & S Transports, LLC and Dollar and More, Inc., DEFENDANT.	)	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT 2012-CP-45-471 SUMMONS FOR COUNTERCLAIM (Jury Trial Demanded)

FILED
2012 OCT 19 PM 4:28
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

TO: GADDY OIL INC., PLAINTIFF AND THEIR ATTORNEY, SUSAN M GADDY, ESQUIRE:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaim in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Counterclaim on the Defendants or their attorney, M. Amanda Harrelson Shuler, Esquire, Jenkinson, Jarrett & Kellahan, P.A., 120 West Main Street, Kingstree, South Carolina, 29556, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Counterclaim within the time aforesaid, the Defendants in this action will apply to the Court for Judgment by default for the relief demanded in the Counterclaim.

DATED at Kingstree, South Carolina, on this 18th day of October, 2012.

M. Amanda Harrelson Shuler
JENKINSON, JARRETT & KELLAHAN, P.A.
Post Office Drawer 669
Kingstree, SC 29556
Ph. (843) 355-2000
Fax (843) 355-2010
ATTORNEYS FOR THE DEFENDANTS

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	
		2012-CP-45-471
Gaddy Oil Inc.,	)	
	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	ANSWER AND COUNTERCLAIM
	)	
George Rishmawi, Sr., aka Issa G. Rishmawi, George Rishmawi, J aka George Issa Rishmawi, individually, and both tradings as G & S Transports, LLC and Dollar and More, Inc.,	)	
	)	
DEFENDANT.	)	

FILED
12 OCT 19 PM 1:29
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

TO: GADDY OIL INC., PLAINTIFF AND THEIR ATTORNEY, SUSAN M GADDY, ESQUIRE:

1. The Defendants deny all allegations contained in the Complaint unless specifically admitted herein and demand strict proof thereof.
2. Defendants admit the allegations contained in Paragraphs 1 and 2.
3. Defendants deny the allegations contained in Paragraphs 3, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.
4. The Defendants deny the allegations contained in Paragraph 4 as Issa George Rishmawi is not a Senior.
5. The allegations contained in Paragraph 7 are admitted in that Issa George Rishmawi had various dealings with Gaddy Oil, Inc. over the years but denied in that he is George Sr.

6. Upon information and belief the allegations contained in Paragraph 8 are admitted.

AS FOR A SECOND DEFENSE
(Statue of Frauds)

7. Each and every allegation contained herein is reiterated as if restated verbatim.

8. The claim is barred by the State of Frauds. According to South Carolina Code Ann. Section 32-3-10, any obligation that cannot be fulfilled in one year must be writing. There is no writing to memorialize any alleged agreement for the payment of gas.

AS FOR A THIRD DEFENSE
(Unclean Hands)

9. Each and every allegation contained herein is reiterated as if restated verbatim.

10. The Plaintiff's inequitable conduct constitutes unclean hands and therefore bars the granting of any relief to any claim herein.

AS FOR A FOURTH DEFENSE
(Motion to Dismiss)

11. Each and every allegation contained herein is reiterated as if restated verbatim.

12. The Complaint fails to set forth sufficient facts to constitute a cause of action, and the claims should be dismissed pursuant to Rule 12(b)(6) SCRCP.

AS FOR A FIFTH DEFENSE BY WAY OF COUNTERCLAIM
(Breach of Contract)

13. Each and every allegation contained herein is reiterated as if restated verbatim.

14. On or about March 2009, Issa George Rishmawi assisted Gaddy Oil, Inc. (Gaddy) in selling a gas station located in Lake City, South Carolina. Mr. Rishmawi located a buyer for the business and put the buyer in contact with Gaddy.

15. The gas station business in Lake City needed some repairs and improvements to make the station marketable. Mr. Rishmawi provided the funds to make the repairs in the amount of Fifty Thousand ($50,000.00) dollars. Primarily due to the repairs made by Mr. Rishmawi, Gaddy was able to sell the gas station.

16. Gaddy agreed to reimburse Issa George Rishmawi the sum of Fifty Thousand ($50,000.00) dollars for the repairs.

17. Gaddy and Issa George Rishmawi agreed to finance the Fifty Thousand ($50,000.00) dollar obligation by Gaddy paying Five Hundred ($500.00) dollars per month plus interest for a total of approximately Five Hundred Eighteen ($518.00) Dollars.

18. That Gaddy sold the business. Over the past three years, Gaddy has paid Issa George Rishmawi Five Hundred Eighteen ($518.00) dollars per month towards this Fifty Thousand ($50,000.00) dollar obligation.

19. Gaddy Oil refuses to honor its obligation to Issa George Rishmawi and has made no payments since July 2012. The current balance owed on the obligation is in excess of Thirty Five Thousand ($35,000.00) Dollars.

20. That as a result of the breach of contract, Issa George Rishmawi has been damaged in an amount to be determined by a jury.

AS FOR A SIXTH DEFENSE BY WAY OF COUNTERCLAIM
(Quantum Meruit)

21. Each and every allegation contained herein is reiterated as if restated verbatim.

22. That due to the actions of Issa George Rishmawi, Gaddy was able to sell the gas station for Five Hundred Thousand ($500,000.00) dollars.

23. That Gaddy's property was improved with repairs in the amount of Fifty Thousand ($50,000.00) Dollars. Gaddy has benefitted from Issa George Rishmawi's funds.

24. Based upon the circumstances, it would be unjust to allow Gaddy to continue to benefit from the sale without fulfilling the obligation to repay Issa George Rishmawi.

25. Issa George Rishmawi has been damaged in an amount to be determined by a jury.

AS FOR A SEVENTH DEFENSE BY WAY OF COUNTERCLAIM
(Promissory Estoppel)

26. Each and every allegation contained herein is reiterated as if restated verbatim.

27. Gaddy promised to pay Issa George Rishmawi the sum of Fifty Thousand ($50,000.00) Dollars if advanced the funds to repair to enable to sell Gaddy gas station in Lake City. That Issa George Rishmawi expended Fifty Thousand ($50,000.00) dollars to repair the business in order to consummate the sale.

28. That Issa George Rishmawi relied on Gaddy's promise to repay him, and it was expected and foreseeable by Gaddy that he would rely on the promise.

29. That Issa George Rishmawi has been injured in an amount to be determined by a jury in reliance on that promise.

WHEREFORE, after having fully answered the complaint of the Plaintiff, the Defendants pray that

1. The Complaint of the Plaintiff be dismissed with costs to the Plaintiff.
2. Judgment for substantial actual damages and punitive damages on each cause of action.
3. For the costs and disbursements of this action.
4. For such other and further relief as this Court may deem just and proper.

March 18, 2011
Kingstree, South Carolina

M. Amanda Shuler
Jenkinson, Jarrett & Kellahan, P.A.
120 West Main Street
Post Office Drawer 669
Kingstree, South Carolina 29556
Phone: (843)355-2000
Fax: (843)355-2010
E-Mail: mandy@jenkinsonlaw.com
Attorneys for Defendant

STATE OF SOUTH CAROLINA COUNTY OF WILLIAMSBURG	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT 2012-CP-45-471
Gaddy Oil Inc., PLAINTIFF, VS. George Rishmawi, Sr., aka Issa G. Rishmawi, George Rishmawi, J aka George Issa Rishmawi, individually, and both tradings as G & S Transports, LLC and Dollar and More, Inc., DEFENDANT.	SUMMONS FOR AMENDED ANSWER AND COUNTERCLAIM AND CROSS-COMPLAINT
Issa George Rishmawi, CROSS PLAINTIFF, VS. Andrew Gaddy and Gaddy Rentals, LLC., CROSS DEFENDANTS.	

FILED
2014 FEB 27 PM 3:06
WILLIAMSBURG CO.
CLERK OF COURT
SHARON W. STAGGERS

A CERTIFIED TRUE COPY
Sharon W. Staggers
SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

TO: GADDY OIL INC., PLAINTIFF AND THEIR ATTORNEY, SUSAN M GADDY, ESQUIRE; ANDREW GADDY AND GADDY RENTALS, LLC:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaim and Cross Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Counterclaim on the Defendants or their attorney, M. Amanda Shuler, Esquire, Whetstone, Perkins, & Fulda, LLC, 112 West Main Street, Kingstree, South Carolina, 29556, within

thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Counterclaim and Cross Complaint within the time aforesaid, the Defendants and Cross-Plaintiff in this action will apply to the Court for Judgment by default for the relief demanded in the Counterclaim.

DATED at Kingstree, South Carolina, on this 27th day of February, 2014.

M. Amanda Shuler
WHETSTONE PERKINS & FULDA, LLC
Post Office Drawer 980
112 W. Main Street
Kingstree, South Carolina 29556
Telephone: (843) 355-2800
Fax: (843) 355-2802
mshuler@attorneyssc.com

STATE OF SOUTH CAROLINA COUNTY OF WILLIAMSBURG Gaddy Oil Inc., PLAINTIFF, VS. George Rishmawi, Sr., aka Issa G. Rishmawi, George Rishmawi, J aka George Issa Rishmawi, individually, and both tradings as G & S Transports, LLC and Dollar and More, Inc., DEFENDANT. Issa George Rishmawi, CROSS PLAINTIFF, VS. Andrew Gaddy and Gaddy Rentals, LLC., CROSS DEFENDANTS.	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT 2012-CP-45-471 FIRST AMENDED ANSWER AND COUNTERCLAIM AND CROSS-COMPLAINT

FILED
2014 FEB 27 PM 3:06
WILLIAMSBURG COUNTY
CLERK OF COURT
KINGSTREE, S.C.

TO: GADDY OIL INC., PLAINTIFF AND THEIR ATTORNEY, SUSAN M GADDY, ESQUIRE:

1. The Defendants deny all allegations contained in the Complaint unless specifically admitted herein and demand strict proof thereof.
2. Defendants admit the allegations contained in Paragraphs 1 and 2.
3. Defendants deny the allegations contained in Paragraphs 3, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

4. The Defendants deny the allegations contained in Paragraph 4 as Issa George Rishmawi is not a Senior.

5. The allegations contained in Paragraph 7 are admitted in that Issa George Rishmawi had various dealings with Gaddy Oil, Inc. over the years but denied in that he is George Sr.

6. Upon information and belief the allegations contained in Paragraph 8 are admitted.

AS FOR A SECOND DEFENSE
(Statue of Frauds)

7. Each and every allegation contained herein is reiterated as if restated verbatim.

8. The claim is barred by the State of Frauds. According to South Carolina Code Ann. Section 32-3-10, any obligation that cannot be fulfilled in one year must be writing. There is no writing to memorialize any alleged agreement for the payment of gas.

AS FOR A THIRD DEFENSE
(Unclean Hands)

9. Each and every allegation contained herein is reiterated as if restated verbatim.

10. The Plaintiff's inequitable conduct constitutes unclean hands and therefore bars the granting of any relief to any claim herein.

AS FOR A FOURTH DEFENSE
(Motion to Dismiss)

11. Each and every allegation contained herein is reiterated as if restated verbatim.

12. The Complaint fails to set forth sufficient facts to constitute a cause of action, and the claims should be dismissed pursuant to Rule 12(b)(6) SCRCP.

AS FOR A FIFTH DEFENSE BY WAY OF CROSS COMPLAINT
(Breach of Contract)

13. Each and every allegation contained herein is reiterated as if restated verbatim.

14. Issa George Rishmawi is a citizen and resident of Florence County, State of South Carolina.

15. Cross-Defendant Andrew Gaddy is a citizen and resident of the County of Florence, State of South Carolina.

16. Cross-Defendant Gaddy Rentals, LLC is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Florence County, State of South Carolina.

17. On or about March 2009, Issa George Rishmawi assisted Andrew Gaddy and Gaddy Rentals, LLC in selling a gas station located in Lake City, South Carolina. Mr. Rishmawi located a buyer for the business and put the buyer in contact with Andrew Gaddy and Gaddy Rentals, LLC.

18. The gas station business in Lake City needed some repairs and improvements to make the station marketable. Mr. Rishmawi, a seasoned business owner, used his expertise in determining what repairs would be most beneficial for the gas station. Mr. Rishmawi provided the funds to make

the repairs in the amount of Fifty Thousand ($50,000.00) dollars. Primarily due to the repairs made by Mr. Rishmawi and the information that he gave to determine what repairs would best suit the building Andrew Gaddy and Gaddy Rentals, LLC was able to sell the gas station.

19. Andrew Gaddy and Gaddy Rentals, LLC agreed to reimburse Issa George Rishmawi the sum of Fifty Thousand ($50,000.00) dollars for the repairs.

20. Andrew Gaddy, Gaddy Rentals, LLC, and Issa George Rishmawi agreed to finance the Fifty Thousand ($50,000.00) dollar obligation by Gaddy paying Five Hundred ($500.00) dollars per month plus interest for a total of approximately Five Hundred Eighteen ($518.00) Dollars.

21. That Andrew Gaddy and Gaddy Rentals, LLC sold the business. Over the past three years, Andrew Gaddy and/or Gaddy Rentals, LLC has paid Issa George Rishmawi Five Hundred Eighteen ($518.00) dollars per month towards this Fifty Thousand ($50,000.00) dollar obligation.

22. Gaddy Rentals, LLC and/or Andrew Gaddy refuses to honor its obligation to Issa George Rishmawi and has made no payments since July 2012. The current balance owed on the obligation is in excess of Thirty Five Thousand ($35,000.00) Dollars.

23. That as a result of the breach of contract, Issa George Rishmawi has been damaged in an amount to be determined by a jury.

AS FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

24. Each and every allegation contained herein is reiterated as if restated verbatim.

25. That due to the actions of Issa George Rishmawi, Andrew Gaddy and Gaddy Rentals, LLC was able to sell the gas station for Five Hundred Thousand ($500,000.00) dollars.

26. That Andrew Gaddy's or Gaddy Rentals, LLC's property was improved with repairs in the amount of Fifty Thousand ($50,000.00) Dollars. Gaddy has benefitted from Issa George Rishmawi's funds and expertise.

27. Based upon the circumstances, it would be unjust to allow Andrew Gaddy and Gaddy Rentals to continue to benefit from the sale without fulfilling the obligation to repay Issa George Rishmawi.

28. Issa George Rishmawi has been damaged in an amount to be determined by a jury.

AS FOR A THIRD CAUSE OF ACTION
(Promissory Estoppel)

29. Each and every allegation contained herein is reiterated as if restated verbatim.

30. Andrew Gaddy and Gaddy Rentals promised to pay Issa George Rishmawi the sum of Fifty Thousand ($50,000.00) Dollars if advanced the funds and used his expertise to repair to enable to sell Gaddy gas station in Lake City. That Issa George Rishmawi expended Fifty Thousand ($50,000.00) dollars to repair the business in order to consummate the sale.

31. That Issa George Rishmawi relied on Andrew Gaddy and Gaddy Rentals' promise to repay him, and it was expected and foreseeable by Andrew Gaddy and Gaddy Rentals that he would rely on the promise.

32. That Issa George Rishmawi has been injured in an amount to be determined by a jury in reliance on that promise.

WHEREFORE, after having fully answered the complaint of the Plaintiff, the Defendants pray that

1. The Complaint of the Plaintiff be dismissed with costs to the Plaintiff.
2. Judgment for substantial actual damages and punitive damages on each cause of action.
3. For the costs and disbursements of this action.
4. For such other and further relief as this Court may deem just and proper.

AS TO THE CROSS COMPLAINT, the Cross-plaintiff, Issa George Rishmawi, prays

1. For a judgment of this court awarding the Cross-Plaintiff damages on each cause of action stated herein.
2. For the attorney's fees and costs of this action.
3. For any further relief as the Court may deem appropriate.

DATED at Kingstree, South Carolina this 27th day of February, 2014.

M. Amanda Shuler
WHETSTONE PERKINS & FULDA, LLC
Post Office Drawer 980
112 W. Main Street
Kingstree, South Carolina 29556
Telephone: (843) 355-2800
Fax: (843) 355-2802
mshuler@attorneyssc.com

STATE OF SOUTH CAROLINA COUNTY OF WILLIAMSBURG	IN THE COURT OF COMMON PLEAS THIRD JUDICIAL CIRCUIT
Gaddy Oil, Inc., Plaintiff, vs. George Rishmawi, Sr., a/k/a Issa G. Rishmawi, George Rishmawi, Jr., a/k/a George Issa Rishmawi, individually and both tradings as G&S Transports, L.L.C. and Dollar and More, Inc., Defendants.	Civil Action No.: 2012-CP-45-0471 **PLAINTIFF'S REPLY TO THE FIRST AMENDED ANSWER AND COUNTERCLAIM AND** **ANSWER OF ANDREW GADDY AND GADDY RENTALS, L.L.C. TO TO CROSS-COMPLAINT OF ISSA GEORGE RISHMAWI**
Issa George Rishmawi, Cross-Plaintiff, vs. Andrew Gaddy and Gaddy Rentals, L.L.C., Cross-Defendants.	A CERTIFIED TRUE COPY Sharon W. Staggers SHARON W. STAGGERS CLERK OF COURT WILLIAMSBURG COUNTY

TO: THE DEFENDANTS, CROSS-PLAINTIFF, AND THEIR ATTORNEY, M. AMANDA SHULER

Now come the plaintiff, Gaddy Oil, Inc., and cross-defendants, Andrew Gaddy and Gaddy Rentals, L.L.C., by and through their undersigned attorneys and by way of reply and answer, respectively, to the first amended answer and counterclaim and cross-complaint, allege the following:

AS A FIRST DEFENSE

1. That each and every allegation not hereinafter admitted, qualified or

explained is denied, and strict proof thereof is hereby demanded.

2. That the allegations contained in paragraphs one (1), two (2), three (3), four (4), five (5), six (6) and seven (7) of the first amended answer and counterclaim and cross-complaint do not require an admission or denial.

3. That the plaintiff denies the allegations contained in paragraph eight (8) and demands strict proof thereof.

4. That the allegations contained in paragraph nine (9) do not require an admission or denial.

5. That the plaintiff denies the allegations contained in paragraph ten (10) and demands strict proof thereof.

6. That the allegations contained in paragraph eleven (11) do not require an admission or denial.

7. That the plaintiff denies the allegations contained in paragraph twelve (12) and demands strict proof thereof.

8. That the allegations contained in paragraph thirteen (13) do not require a further admission or denial.

9. That the cross-defendants admit the allegations contained in paragraphs fourteen (14), fifteen (15), sixteen (16), and seventeen (17).

10. That the cross-defendants deny the allegations contained in paragraphs eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), and twenty-three (23), and demand strict proof thereof.

11. That the allegations contained in paragraph twenty-four (24) do not require a further admission or denial.

12. That the cross-defendants deny the allegations contained in paragraphs twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28), and demand strict proof thereof.

13. That the allegations contained in paragraph twenty-nine (29) do not require a further admission or denial.

14. That the cross-defendants deny the allegations contained in paragraphs thirty (30), thirty-one (31), thirty-two (32) and thirty-three (33), and demand strict proof thereof.

WHEREFORE, the plaintiff and cross-defendants pray that the Court inquire into the things and matters alleged and grant to it the following relief:

(a) An order dismissing the answer and cross-complaint;

(b) An order granting to the plaintiff to relief requested in the complaint;

(b) And for other and such relief as this Court deems necessary and proper.

LAW OFFICES OF RONNIE A. SABB, L.L.C.

Ronnie A. Sabb
Kimberly V. Barr
108 W. Main Street
Post Office Box 88
Kingstree, South Carolina 29556
(843) 355-5349

July 31, 2014

Attorneys for the Plaintiff

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF WILLIAMSBURG)	THIRD JUDICIAL CIRCUIT
Gaddy Oil, Inc.,)	
)	
Plaintiff,)	
)	Civil Action No.: 2012-CP-45-0471
vs.)	
)	
George Rishmawi, Sr., a/k/a Issa G. Rishmawi, George Rishmawi, Jr., a/k/a George Issa Rishmawi, individually and both tradings as G&S Transports, L.L.C. and Dollar and More, Inc.,)	**PLAINTIFF'S REPLY TO THE FIRST AMENDED ANSWER AND COUNTERCLAIM AND**
Defendants.)	**ANSWER OF ANDREW GADDY AND GADDY RENTALS, L.L.C. TO TO CROSS-COMPLAINT OF ISSA GEORGE RISHMAWI**
Issa George Rishmawi,)	
)	
Cross-Plaintiff,)	
)	
vs.)	**CERTIFICATE OF SERVICE BY MAIL**
)	
Andrew Gaddy and Gaddy Rentals, L.L.C.,)	
)	
Cross-Defendants.)	

I, the undersigned an employee of the Law Offices of Ronnie A. Sabb, L.L.C., attorneys for the plaintiff and cross-defendants, hereby certify that on August 1st, 2014, I served the foregoing plaintiff's rely to the defendants' answer and the cross-defendants' answer to the cross-complaint of the cross-plaintiff, by depositing a copy of the same in the United States mail, with sufficient postage attached, to their attorney of record at the following address:

M. Amanda Shuler, Esquire
Post Office Drawer 980
Kingstree, South Carolina 29556

Kimberly Hodge
Legal Assistant

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF WILLIAMSBURG)

GADDY OIL, INC.)

PLAINTIFF,)

v.) TRANSCRIPT OF RECORD
12-CP-45-0471

GEORGE I. RISHMAWI, SR.,)
ET. AL.,

DEFENDANT.)

September 08, 2015
Kingstree, South Carolina

B E F O R E :

THE HONORABLE W. JEFFREY YOUNG, JUDGE;
AND JURY

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

RONNIE A. SABB, ESQ.
KIMBERLY V. BARR, ESQ.
Attorneys for the Plaintiff

M. AMANDA SHULER, ESQ.
Attorney for Defendant

FRANCES B. RAY, RPR
Circuit Court Reporter

INDEX

	Page
Qualifying of jury panel	4
Striking of the jury	12
Preliminary remarks by the Court	16
Opening remarks by Mr. Sabb	25
Opening remarks by Ms. Shuler	35
Andrew D. Gaddy:	
Direct examination	39
Cross-examination	92
Redirect examination	116
Recross-examination	124
Issa Abuaita:	
Direct examination	132
Cross-examination	149
Redirect examination	157
Deposition of George Rishmawi published and transcribed	164
Directed verdict motion	171
Issa G. Rishmawi:	
Direct examination	176
Cross-examination	207
Recross-examination	276
Deposition of Andrew Gaddy published and transcribed	290
Directed verdict motion	296
Request to charge	307
Closing argument by Ms. Barr	318
Closing argument by Ms. Shuler	330
Reply argument by Mr. Barr	338
Charge to the jury	345
Objections to charge	353
Verdict	357
Motion for new trial	358

EXHIBITS

PLAINTIFF'S:

No.	Description	I.D./EVD.
1	Checking account statements	16/51
2	Copies of checks	16/72
3	Note	16/89
4	TransMontaigne invoice	39/82
5	Bill of lading	262/265

DEFENDANT'S:

1	Promissory note	103/104
2	Invoice	193/202
3	MECO contract	193/202

COURT'S:

1	Deposition of Issa Rishmawi	162
2	Deposition of Andrew Gaddy	285

for the amount of money that he's owed, which is approximately $34,000. Thank you.

THE COURT: Plaintiff may call its first witness.

MS. BARR: We call Mr. Andrew Gaddy.

WHEREUPON,

ANDREW D. GADDY,

having been duly sworn by the Clerk, testified as follows:

THE CLERK OF COURT: Come around, sir, to the witness box.

MS. SHULER: Judge, may we approach one moment.

(WHEREUPON, Plaintiff Exhibit No. 4 was marked for identification only.)

THE COURT: You may.

(WHEREUPON, counsel approached the Bench for an off-the-record discussion.)

THE COURT: All right, you may proceed.

MS. BARR: May it please the Court.

DIRECT EXAMINATION

BY MS. BARR:

Q Mr. Gaddy, state your full name for me.

A Andrew Dick Gaddy.

Q All right. And sir, introduce yourself to the

ladies and gentlemen of the jury. Tell them where you live and where you're from.

A I was born and raised in Lake City and attended Lake City schools. I graduated from the University of South Carolina. I went in the army for two years, came back and my dad died. I ran the oil company for my dad. He was in poor health and he died. And I continued to run it for a couple of years until my brother and sister sold it to me ---

Q All right. Now I need to make sure that you keep your voice up for me. Now, sir, how old are you?

A I'm 82 years old.

Q And he mentioned in opening statement that you had been married for how many years?

A I'd been married 55 years.

Q And what's your wife's name?

A Eloise.

Q Okay. And I believe he also mentioned in opening statement that she passed away in December of 2012?

A Right, she died in 2012.

Q All right. Now did two of you have children together?

A We had three.

Q Okay.

A And we lost one, 20 months old.

Q Okay. So you have a son and a daughter now?
A Yes, I have a so teaching at Myrtle Beach High School, and I have a daughter that's in Neptune Beach, Florida.
Q Okay. Now you indicated to me that you purchased the interest of your siblings in an oil company that your father had run. What was the name of that oil company?
A Well, he wound up with the name of CF Gaddy. Of course, when he died that was all -- we changed the name to Gaddy Oil Company.
Q Okay. And how long did you operate Gaddy Oil Company?
A Well, I got out of the army in '59.
Q Okay.
A And he died in '62 and so I operate it since then.
Q Okay, all right. And essentially tell us what the business of Gaddy Oil is.
A Well ---
Q Or was, I suppose.
A Well, we deliver kerosene, fuel home heating oil to homes in Lake City and surrounding areas. We delivered kerosene and fuel oil for farmers for tobacco curing. And so lubricants, motor oil,

greases, that sort of thing.
Q All right. And just for clarity, the legal entity, that is the oil company that you own, is? Gaddy Oil, Inc., Incorporated?
A That's correct, Gaddy Oil.
Q You're the president of that company?
A Yes, I am.
Q Now you also have a real estate business?
A No.
Q You had a real estate business?
A Well, I had Gaddy Rentals which in convers-- well, in consultation with John Chase out of Florence we did some family planning, and we decided to set up Gaddy Rentals, LLC, where I could give my children stock in Gaddy Rentals, LLC, and...
Q Okay. And with Gaddy Rentals, LLC, you purchased, bought and sold real estate?
A I didn't sell any real estate; we just held it so we could give stock to my kids so when I died there wouldn't be probate, bunch of money.
Q Okay. Let's talk about the business of Gaddy Oil, okay. In your capacity as president of Gaddy Oil did you come into contact with the defendant Mr. Rishmawi?
A Yes, I did.

Q How long have you known Mr. Rishmawi?
A For approximately six years.
Q Okay. And tell me what type of business relationship did the two of you have.
A Well, we had a pretty good relationship. We had a verbal contract that said that he would buy gasoline in my name and my deal with TransMontaigne, my understanding with them, that they, we had a contract ---
Q You had a contract with TransMontaigne ---
A Had a contract.
Q Okay, what is TransMontaigne, tell the jurors what that is.
A TransMontaigne is an oil company supplier just like Exxon, Gulf and Texaco. They own terminals and so we -- I had a contract with them. We'd pull out of their terminal and they would draft on my account in ten days.
Q Okay. Now how long had you had this contract with TransMontaigne?
A I had it approximately 15 years.
Q All right. And so you had a line of credit with them?
A Yes.
Q Fifteen years?

A Yeah.
Q Okay. And the terms of the contract would be that -- lay those out for me again. What were the terms of your contract with TransMontaigne?
A My terms of contract were I could buy, I had permission to buy out of Savannah terminal and Charlotte terminal, and then they, I also had permission to assign for them to draft on my checking account in ten days.
Q Okay. And you had a checking account with Gaddy Oil, Inc.?
A Yes.
Q And what bank did you have your checking account?
A Well, it started out with Lake City State Bank and then they sold and changed over to Citizen's Bank in Lake City off of Olanta I guess.
Q Okay. Now did you ever tell Mr. Rishmawi that you had a line of credit with TransMontaigne terminal?
A I'm sure I did.
Q Okay, all right. So you told us about the business arrangement that you had with TransMontaigne. Tell us how that relates to Mr. Rishmawi.
A Well, I agreed to sell him gasoline. He had

transports and he'd go haul his own gasoline, loaded at TransMontaigne terminal and put the money in my checking account where TransMontaigne could draft it in ten days.

Q Okay, all right. So you said that the agreement that you had with Mr. Rishmawi is that he could go to a terminal, use your line of credit, is that correct?

A Right.

Q Purchase fuel?

A Right.

Q And then he would reimburse you for what TransMontaigne charged you?

A Well, we'd get an invoice and we added -- he would add or we agreed to add half a cent of a gallon on to the cost and so which is not but about fifty dollars.

Q Okay, let me make sure I understand, so the agreement that you had with Mr. Rishmawi, he could go use your line of credit; is that right?

A That's right.

Q All right. He would reimburse you for the invoice that TransMontaigne billed or took from your account?

A Right.

Q And he would pay you about fifty or so dollars extra?
A Right.
Q And the extra that he paid to you, what was that for? Why did he pay you extra?
A That's just my commission on him getting the gasoline, using my line of credit.
Q That was the, that was for his benefit of using your line of credit?
A Right.
Q All right. And how often was he permitted to go and use your line of credit to purchase fuel?
A Well, I, had unlimited credit with TransMontaigne.
Q Okay.
A As long as, my agreement talking to salesmen, as long as you pay the bill in ten days you can get whatever you want.
Q Okay, all right.
A But basically I had unlimited.
Q I got you. And do you remember the approximate time frame in which Mr. Rishmawi first began using your line of credit with TransMontaigne?
A No, I don't.
Q Okay. Would it help you to look at your bank

records?
A Probably.
Q Okay, all right. Now before I do this let me ask you, you said that Mr. Rishmawi would send his drivers to the terminal to pick up the fuel; is that correct?
A That's correct.
Q What was the name of the company that Mr. Rishmawi operated where he would send drivers to the terminal to pick up the fuel?
A Well, he used sometimes George.
Q Say again?
A Sometimes he would use George Freight, G&S Freight.
Q G&S Oil?
A I thought it was G&S Transport.
Q Okay.
A And that was about it.
Q Okay.
A He owns a store out there in Kingstree named George's truck stop.
Q Where is that at?
A That's on the bypass from the Pepsi Cola plant to 52.
Q Here in Williamsburg County?

A Here in Kingstree.
Q Do you know if he owned any other gas stations in the Pee Dee?
A Well, he owns or has interest in George's Truck Stop in Coward, South Carolina.
Q In where?
A Coward.
Q Coward, South Carolina, okay.
A And he owns a place, a truck convenience store on 378 that he calls Little Fisher.
Q Called Little Fisher.
A Little Fisher. It's close to Lynches River.
Q Okay.
A He owns a convenience store on 341.
Q 341 where?
A In Lake City.
Q Okay.
A It's about five miles out of Lake City.
Q Okay. Do you know what the name of that convenience store is?
A I think it's 341 Store.
Q Okay, all right. And they're all convenience stores?
A Yes.
Q They all have gas pumps where customers can come

and purchase fuel?
A Yes.
Q All right. Let's talk about G&S Oil. Around this time frame, did you have occasion to go to the George's Truck Stop here in Kingstree?
A I have been there, yes.
Q Did you see a, tractor trailers or gas tankers with G&S on there, on the label?
A Well, he usually kept those in Coward.
Q Say again?
A He usually kept those type transports in Coward.
Q In Coward, in the Coward convenience store?
A Coward store, yeah.
Q Okay. I got to do two things for you, Mr. Gaddy, if you'll bear with me. I'm gonna show you what's been marked as Plaintiff's Exhibit Number 1. Are those the checking account statements for Gaddy Oil, Inc.?
A Yes.
Q All right. And on this particular exhibit, I'm gonna show -- I redacted your account numbers on the exhibits. Do you see where I have marked those out here?
A Yes.
Q Okay. Now don't read the account numbers for me,

okay, but I'm gonna point to the account number on the exhibit that I did not mark out. Is that your checking account number with the Citizen's Bank for Gaddy Oil, Inc.?

A I think so.

Q And except for me marking out that account number on Plaintiff's Exhibit Number 1, are these the same documents that's listed in my hand? I want you to start out looking at the first page of that exhibit, the date. Do those, do the dates match?

A Yes.

Q All right. What about the name and address of the company, Gaddy Oil, Inc.?

A Yes.

Q And the account numbers, they match? Do those match there?

A Yes.

Q Okay. Now make sure that all of the pages that you got in Plaintiff's Exhibit Number 1 are the same ones that I have here. The last page of Plaintiff's Exhibit Number 1, does the date there match what is reflected in that particular exhibit?

A Yes.

Q Okay. And you recognize these to be your bank statements covering the period from July the 27th of

2010 through September the 20th of 2012?
A Right.
Q All right. And how would you do your banking with regard to your account, the checking account for the oil company at Citizen's Bank?
A How did I do it?
Q Yes. Would you go in the store, would do it in the bank, would you do it online?
A No, I went in the bank.
Q Okay, all right.
MS. BARR: Judge, we would move Plaintiff's Exhibit Number 1 in at this time.
THE COURT: Any objection?
MS. SHULER: No, Your Honor.
THE COURT: Without objection Plaintiff's Exhibit Number 1 is admitted.
(WHEREUPON, Plaintiff Exhibit No. 1 was admitted into evidence.)
BY MS. BARR:
Q Mr. Gaddy, looking at the first page of Plaintiff's Exhibit Number 1, do you see the date on that particular exhibit?
A July 27th.
Q All right. And do you see any debits for TransMontaigne Company as you previously described

to the jury?
A Yes.
Q And what is the date on that particular debit?
A 7/23.
Q And what is the amount of that debit?
A $19,762.58.
Q Tell me what that transaction is related to.
A That would be for a load of gasoline that Mr. Rishmawi bought.
Q That would be for a load of gasoline that Mr. Rishmawi purchased?
A Right.
Q Okay. What I'm gonna do, you can look at the monitor. I'm gonna publish portions -- if Your Honor please, of the exhibit to the jury.
THE COURT: All right.
BY MS. BARR:
Q Sir, I'm gonna publish the first page of Plaintiff's Exhibit Number 1. Can you see that where you are?
A Yep, I see it.
Q All right. And again, you indicated that this is a checking account statement for Gaddy Oil, Inc., right? Is that correct?
A That's correct.

Q And the date of this statement is what day?
A July 27, '10.
Q And we go a little bit further down the page we see that there is a debit posted during that bank statement period?
A Yes.
Q All right. And you testified that that is the transaction for TransMontaigne?
A Right.
Q All right. I'm sorry, give me the amount of that debit again?
A 19762.58 cents.
Q All right. During that period of time did you receive a deposit to of that debit?
A Yes.
Q All right. And when did you receive that deposit to cover that debit from TransMontaigne.
A On July 23rd.
Q And what was the amount of the deposit to cover that debit for July 23rd?
A $19,812.58 cents.
Q Now that appears to be about fifty dollars more than what the debit was; is that right?
A That's right.
Q All right. And is that the fifty dollars extra

that you charged him for the privilege of using your line of credit?
A Right.
Q Who posted that deposit to your account for 19,812.58 on July the 23rd of 2010? Who posted that 19 thousand dollars ---
A Most likely Mr. Rishmawi posted it.
Q Okay. Let me ask you this, from the summer of 2010 through the summer of 2012 -- we're talking about a two year period -- did you have an agreement with any other person or company other than Mr. Rishmawi to use your line of credit at TransMontaigne?
A No, I did not.
Q He was the sole person you had an agreement with?
A He's the only one.
Q Okay, all right. Now let me ask you this, you talked about how he used your line of credit. How would he know how much to deposit into your account?
A Well, he would get a bill of lading at the terminal.
Q He would get what now?
A A bill of lading.
Q A bill of lading?
A At the terminal.

Q Okay.
A And then he would get a copy of the invoice. He had it mailed to, faxed to him. He'd get a copy of that faxed and then I would get a copy of when they would make the draft and how much that would be.
Q Okay. Now when you were reimbursed for the invoices each month or however often they were billed, from TransMontaigne. How would you get the money from Mr. Rishmawi? Would he meet you in person and give you a cashier's check, or how would he make sure that you were reimbursed for your draft?
A Well, he would give me his personal check and then that worked out pretty good so he said I'll just deposit that money in your checking account and, you know, that was it.
Q Okay.
A His store in Coward is right close to, next door to a branch of the Citizen's Bank.
Q I'm sorry, say that part again?
A His store in Coward is next door, very close to a branch of Citizen's Bank.
Q Yes, sir. So he would go and sometimes deposit the money into your account?
A Yes.

Q And he had your permission to do that?
A Yes.
Q Okay. Let's go to page 2 of that same exhibit. What is the statement date for page 2?
A 8/25, August 25, '10.
Q All right. And did you see any transaction as relates to TransMontaigne?
A Yes.
Q Tell us about the first transaction.
A The first transaction is July the 30th.
Q What is amount of that transaction?
A $3,732.85.
Q All right, tell us about the second transaction.
A Next one is August 2nd, $48,653.61.
Q All right, tell us about the third transaction.
A August 9th for $18,966.88.
Q All right. And the fourth?
A August 13th for $21,792.11.
Q All right. And as it relates to all of these transactions, let's talk about the first one, okay. You mentioned that there is the first debit dated July 30th of $3,732.85. Do you see where I'm there?
A Yes, I do.
Q Do you see a corresponding deposit into your checking account to cover that debit?

A Yes, I do.
Q And that is posted what date?
A July 29.
Q All right. And what is the amount of the deposit to cover that particular debit?
A $3,732.85.
Q You told us about the second draft from TransMontaigne and the amount of $48,653.61. Is there a corresponding deposit to cover that particular draft?
A There's $48,803.61.
Q And we also note that from the drafts versus the deposits that the deposit is a little higher; is that correct?
A That's right.
Q The third transaction that you testified about on August the 9th, 18,966.88, is there a corresponding deposit for that draft?
A 18 thousand on August 9th.
Q All right. And the fourth transaction that you testified during the statement period in the amount of 21,792.11, is there a corresponding deposit into your checking account to cover that draft?
A August 12th of 27,912-dollars.
Q All right. Let's talk about the next page for

the -- and we have to go through each one of them so if you need a break just tell me, okay. I've got my back to you so just let me know when you ---

THE COURT: We'll take a break in about five minutes anyway.

MS. BARR: Yes, sir.

BY MS. BARR:

Q All right. So what is the period of time covered on this particular statement?

A August 26th through September 28th.

Q Okay. And are there drafts related to TransMontaigne again during this period?

A Yes, sir.

Q How many drafts do you see noted on this particular exhibit during that period?

A I see one on August 27th, August -- September the 7th.

Q Yes, sir?

A September 13.

Q Yes, sir.

A September 20.

Q Yes, sir.

A And September 24.

Q Okay. And you would agree with me that the August 27th debit to TransMontaigne was $21,023.32?

A Yes.
Q September 7th, $38,741.20.
A Yes.
Q September 13th, $19,371.67?
A Yes.
Q September 20th, $22,251.56?
A Yes.
Q And $7,796.51 on September 24th?
A Yes.
Q And do you see corresponding debit -- not debit, deposit into your checking account to cover those particular drafts from your checking account?
A Yes, I do.
Q All right.
A One reason you have different smaller amounts for one draft than you do the other, is sometimes he would get diesel fuel which came to a different amount and billing on a different invoice.
Q I'm sorry, say that again, sir?
A I said sometimes he would buy diesel fuel, and it would be on a separate invoice. That's the reason that you have maybe a deposit or draft for $7,796.
Q Okay.
A They did not -- TransMontaigne did not bill gasoline and diesel, put it on the same invoice.

Q Yes, sir. All right. And then we see the similar transactions for the October 26th, 2010 statement?
A Yes.
Q Okay. And you see the draft for TransMontaigne during that September, October period?
A Yes.
Q And do you have corresponding deposits into your account to cover those drafts?
A Looks like it, yes.
Q Okay. The statement for October through November, are you with me?
A Yes.
Q All right. Do you see drafts again during that month, or that period of time from TransMontaigne?
A Yes.
Q Do you see corresponding deposits to cover those drafts?
A Yes.
Q Sir, I believe this one is the December statement?
A Okay.
Q Do you see where I am?
A Yes.
Q Is that the December statement?

A December 28.
Q Yes, sir. And again, do you see the transactions, the drafts during that period from TransMontaigne?
A Yes.
Q And do you see corresponding deposits to cover those drafts?
A Yes.
Q Okay. All right, we're in January of 2011. You follow me?
A Okay.
Q Is that correct?
A January 25, '11.
Q All right. Again, do we have TransMontaigne drafts and corresponding deposit to cover those drafts during that period?
A Yes, apparently so. It's pretty blurry here.
Q Is that better?
A Yeah.
Q February 2011, again, do you see debits and drafts from TransMontaigne and corresponding deposits to cover those drafts?
A Yes.
Q Okay. Do you see the same thing in March of 2011?

A March 24, yeah.
Q Again, do you see the TransMontaigne drafts and deposits to cover those drafts?
A Yes.
Q All right. Does the same hold true for the month of April of 2011?
A Yes.
Q Again, TransMontaigne drafts and deposits to cover those drafts?
A Yes.
Q Okay. May of 2011?
A Yes, May 24.
Q Yes, sir. We have TransMontaigne drafts and deposits to cover those drafts?
A Right.
Q Is that correct?
A That's right.
Q About a year to go, okay. You're good?
A Okay.
Q Do you see that as well for the month of June of 2011?
A Yes, June 23, '11.
Q All right. Again, do we have drafts and debits to cover -- I'm sorry, deposits to cover those drafts?

A Yes.
Q And again, the drafts are from TransMontaigne?
A Yes.
Q Do you see the same thing in the month of July?
A Yes.
Q Montaigne drafts, deposit to cover those drafts; is that correct?
A That's correct.
Q Looks like the next statement date is dated when?
A December 28th, '11.
Q December 11, okay. Again, is there, are there TransMontaigne debits and drafts and deposits to cover those debits and drafts?
A Right.
Q Now in January of 2012?
A Yes.
Q All right. Again, are there TransMontaigne drafts and deposits to cover those drafts?
A Yes.
Q Okay. We're in February of 2012; is that correct?
A That's right.
Q All right. And then do we have debits, drafts from TransMontaigne and deposits to cover those drafts?

A Yes.
Q Okay. March of 2012, are you with me?
A Yes.
Q Again, do we have debits from TransMontaigne and deposits to cover those drafts?
A Yes.
Q Okay. April of 2012?
A Okay, April 20th.
Q Do you again have TransMontaigne drafts and deposits to cover those drafts?
A Yes.
Q Same thing holds true in May of 2012?
A Yes.
Q Okay. TransMontaigne drafts, several of them?
A Yes.
Q And deposits to cover those drafts?
A Right.
Q All right, June?
A June 20, '12.
Q Again, we have TransMontaigne drafts?
A Correct.
Q And deposits to cover those drafts?
A Right.
Q All right now, this particular statement I'm gonna talk a little bit more about, okay. What's

the date listed on that particular statement?
A July 20.
Q Okay. Now again, we have drafts from TransMontaigne?
A Right.
Q Okay. And the first draft from TransMontaigne is draft from your account of what date?
A On June 28th.
Q All right, what's the amount of that draft?
A $4,191.17.
Q Okay. And what's the second draft from TransMontaigne?
A $17,933.08.
Q Okay. What is the third TransMontaigne draft?
A $12,533.76.
Q All right. What is the fourth draft?
A $32,248.42.
Q When is that last draft posted?
A July 9.
Q Okay. Now the draft that's posted on June 28th, of $4,191.17, is there a corresponding deposit that's made to cover that draft?
A Yes, on June 28th.
Q Okay. And who made that payment for 4,199.17?
A I did.

Q You made that payment?
A No, he made the payment.
Q He who?
A Ms. Ronnie.
Q Ms. Rishmawi?
A Yeah.
Q The second draft that you got listed there, 17,933.08, is there a corresponding deposit that's made to cover that?
A Yes.
Q And when was that posted?
A July 5.
Q Okay. And what was the amount that was paid to your account to cover that draft?
A 17,963.08.
Q And who made that deposit?
A He did, Mr. Rishmawi.
Q All right. And the third draft for posted on July the 6th for $12,533.76, do you see the corresponding deposit ---
A Yes.
Q ---to cover that?
A July 6.
Q All right. And the amount of that deposit is?
A 12,556.26.

Q Okay. Now who posted that deposit? Who deposited that amount?
A He did.
Q Mr. Rishmawi?
A Yeah.
Q Okay. Then we've got the last one for the month of July. That debit for TransMontaigne of 32,248.42 on July 9th, do you see a corresponding deposit to cover that?
A I see one for 32,000.
Q Okay, 32,000 even?
A Even.
Q Now where did that 32,000 come from?
A Probably came from a note I borrowed from the bank.
Q Okay. You borrowed a note to cover that 32,000 dollar transaction from TransMontaigne?
A Yes.
Q Why is that?
A Well, he didn't make the payment to pay for the gasoline.
Q Okay.
A And I'm responsible for it and I had to borrow the money to pay it.
Q So if you had not borrowed that 32,000dollars

from First Citizen's to pay for that 32,000 dollar TransMontaigne draft, what would have happened to your account?

A The draft probably would have gone back on tape.

Q So around this time frame is when he refused to pay anymore for the drafts that he'd make?

A That's right.

Q Okay. And so do we see then in August to the August 2012 statement?

A Right, August 20.

Q Are there any transactions from TransMontaigne on this account during August?

A No, it's not.

Q All right. In September, do you see that particular statement?

A September 20th, yes.

Q In that particular statement are there anymore TransMontaigne debits or drafts from your account?

A No.

Q All right. The last time TransMontaigne drafted money from your checking account was in July as related to Mr. Rishmawi?

A That's right.

Q Okay. And I believe your testimony has been that you did not have a business relationship with any

other person or entity that you allowed to draft or use your line of credit through TransMontaigne other than Mr. Rishmawi?

A He's the only one that used it.

MS. BARR: Judge, this might be a good time to take a break if Your Honor please.

THE COURT: All right, ladies and gentlemen, let's take a break. I'm gonna send you back to the jury room for something to drink or Co Colas, something like that, they'll be glad to provide it for you. Also, please do not discuss the case while you're back there. Thank you.

(WHEREUPON, the jury was removed from the courtroom at 3:45 p.m.)

THE COURT: Mr. Gaddy, you're still on the stand so you can't discuss anything with your attorney.

All right, Court is at ease.

(WHEREUPON, a recess was taken from the proceedings.)

MR. SABB: Judge, may I just please call one thing to your attention. We've got, the Abuaita brothers here, they're in business and if at all possible, if the Court would please consider going a little longer today.

THE COURT: I don't mind. I'll go as long as y'all want. We'll finish up that testimony. If we finish at 6 or whatever, that's not a problem.

MR. SABB: Thank you, Judge, I appreciate it.

(WHEREUPON, a recess was taken from the proceedings.)

THE COURT: Let's bring our jury in.

(WHEREUPON, the jury was returned to the courtroom at approximately 4:09 p.m., and the following proceedings commenced in open court.)

THE COURT: All right, ladies and gentlemen, I hope y'all are a little refreshed and ready to go. Just for your information, Mr. Gaddy will be the only witness we will have for today so after Mr. Gaddy we'll break.

You may proceed, Ms. Barr.

MS. BARR: Thank you, Your Honor.

BY MS. BARR:

Q Mr. Gaddy, I'm gonna go through another exhibit for you if I can. I'm gonna hand you what's been marked as Plaintiff's Exhibit Number 2, and just tell me whether or not you recognize that particular exhibit?

A Yes.
Q Okay. Don't tell me what it is. You recognize it?
A Yes.
Q Now sir, you remember me telling you earlier that I had redacted your account number from he previous exhibit?
A Right.
Q I've done the same thing with regards to this particular exhibit. Do these two exhibits appear to be the same thing?
A Yes.
Q Okay. Now what's been marked as Plaintiff's Exhibit Number 2, is that the same thing that I'm holding in my hand with the exception of the redaction of an account number?
A Yes.
Q All right. And do you recognize that particular account number?
A That looks like mine.
Q The checking account from Gaddy Oil, Inc.?
A Gaddy, yeah.
Q So that's the only thing that's changed; is that correct?
A Yeah.

Q All right.

MS. BARR: Judge, we would move Plaintiff's Exhibit Number 2 in at this time.

THE COURT: Any objection? Ms. Shuler, is there any objection?

MS. SHULER: No, Your Honor.

THE COURT: Plaintiff's Exhibit Number 2 is admitted without objection.

(WHEREUPON, Plaintiff Exhibit No. 2 was admitted into evidence.)

MS. BARR: Thank you, Your Honor.

BY MS. BARR:

Q Just so we're clear, again, does the account number on Plaintiff's Exhibit Number 1 mirror the exact account number that's on Plaintiff's Exhibit Number 2 with the deposits?

A Yes.

Q Let's go through Plaintiff's Exhibit Number 1, a portion of Plaintiff's Exhibit Number 1 and Plaintiff's Exhibit Number 2. Do you remember me asking you about the TransMontaigne transactions on your accounts for the statement period ending in June up until the period of the middle of July of 2012?

A Yes.

particular deposit?
A $40,333.86.
Q And do you see a corresponding debit or draft that was supposed to be designed to cover?
A I assume the one on June 8th.
Q And what was that amount of that draft?
A 40,268.86.
Q All right. And I asked you previously who made that payment. Do you remember that?
A Yes.
Q I'm gonna publish page 1 of Plaintiff's Exhibit Number 2. Can you tell us the amount of that deposit?
A 40,333.86.
Q And that was deposited where, into what account?
A That was deposited in Gaddy Oil.
Q And that is your checking account?
A Yes.
Q With Citizen's Bank?
A Yes.
Q And you see the Citizen's Bank logo there?
A Yes.
Q All right. Now you remember I asked you earlier, I asked you to verify the account numbers on your statements, which are in Plaintiff's Number 1 versus

Q Do you remember me asking you a series of questions about who made which deposits to cover those transactions?
A Yes.
Q And I think according to your testimony you made one deposit to cover those transactions, but Mr. Rishmawi made the rest of the deposits to cover those transactions?
A Yes.
Q Let's go back to that for just a quick moment if we can. According to -- I publish the June 20th, 2012 statement from Plaintiff's Number 1. Do you see that particular statement?
A Yes.
Q All right. And, of course I asked you about several transactions during that period of time.
A Yes.
THE COURT: You may want to move your pen.
BY MS. BARR:
Q One of the deposits that was made during that period of time that I'm particularly focused on is the one dated June the 8th of 2012. Do you see where I'm pointing there?
A Yes.
Q All right. And what is the amount of that

the account number that was listed on Plaintiff's Number 2. Do you remember me asking you those questions?

A Yes.

Q All right. And was it your testimony that the account numbers are the same?

A Yes.

Q All right. And you see where I redacted your account numbers there?

A Yes.

Q Okay. So this deposit in the amount of 40,333.86 is posted to your account on what date?

A January 8th.

Q Okay. And who made the deposit, or which company or entity made the deposit on June 8th of 2012 in the amount of $40,333.86?

A Made by Mr. Rishmawi.

Q Okay. What was the name of the company that made that deposit?

A G&S Transports, LLC.

Q Who is your -- what is your understanding as to who owned or operated G&S Transport, LLC?

A Mr. Rishmawi.

Q In terms of the agreement that you had with Mr. Rishmawi regarding the terminal purchases, what

entity or business organization did you understand to be purchasing the fuel, whereby, they used your line of credit? Is that G&S Oil?

A G&S Transports.

Q All right. And again, just so that we're clear, the check is written on the account of G&S Transport, LLC?

A Yes.

Q Dated June 8, 2012?

A Yes.

Q Check number, I believe that's 2036, maybe 2038?

A Yes.

Q All right. Going back to the June 2012 statement from your bank account, do you see a deposit on that date in the amount of $21,969.46?

A Yes.

Q Does that relate to a corresponding draft of your account?

A Yes, on June 12th.

Q Is that the same day that the deposit of 21,969.46 was made on June 12th?

A Yes.

Q Okay. I'm gonna show you page 2 of Plaintiff's Exhibit Number 2. Do you see the deposit slip and check that covers that transaction in this

particular exhibit?
A Yes.
Q All right. And what was the date that deposit was made?
A June 12th.
Q All right. And the amount of that deposit?
A 21,969.46.
Q And who deposited that money into Gaddy Oil, Inc., checking account?
A G&S Transport, LLC.
Q Okay. I'm gonna go back again and publish the June statement from your checking account. Do you see a TransMontaigne debit or draft in the amount of 4,191.17?
A Yes.
Q When was that drafted?
A June 28.
Q All right. Do you see a corresponding deposit that would cover that draft?
A June 28th, 41---
Q And I'm sorry, what was the amount of the deposit?
A 4,199.17.
Q All right. And sir, I'm gonna show you page 3 of Plaintiff's Exhibit Number 1. Is that a deposit

statement from G&S Transport, LLC?
A Yes.
Q All right. And it's posted on June 28th of 2012?
A Yes.
Q All right. And the amount of that deposit equals the 4,199.17 deposit that was posted to your account on that day?
A Yes.
Q And who deposited that money into Gaddy Oil account?
A G&S Transport.
Q Okay. I'm gonna go back to this July statement, again, from Gaddy Oil's checking account. Do you see a transaction from TransMontaigne in the amount of $17,933.08?
A Yes.
Q And what was the date that draft was made?
A July 5.
Q All right. Do you see a corresponding deposit on that date to cover that draft?
A Yes.
Q And what date was that made and the amount?
A July 5.
Q All right. What was the amount?
A 17,963.08.

Q All right. Sir, I call your attention to page 4 of Plaintiff's Exhibit Number 2. Is that a deposit slip representing that transaction?
A Yes.
Q All right. Deposit of $17,960.80?
A Yes.
Q On June 5th, 2012?
A July 5.
Q July 5th, I'm sorry, of 2012?
A Yes.
Q And who deposited this $17,000 sum into your account?
A G&S Transport, LLC.
Q Okay. And another look on your account in July 2012. Do you see a TransMontaigne draft in the amount of $12,583.76?
A Yes.
Q What date was that drafted?
A 6, July 6.
Q Do you see a corresponding deposit into your checking account to cover that draft?
A Yes.
Q What was the amount of that deposit?
A $12,556.26.
Q All right. And sir, I'm gonna show you the last

page of Plaintiff's Exhibit Number 2. Is that the deposit slip reflecting that you were reimbursed for that amount?

A Yes.

Q And that date was July 6, 2012?

A Right.

Q And who put that money into Gaddy Oil's checking account?

A G&S Transport.

Q Okay. All right, let's talk about the transaction that was posted on July 9th of 2012 from TransMontaigne in the amount of $32,000. Now, of course that is reflected in your account. That's the last transaction of the month. That, or last transaction on this particular page; is that correct?

A That's right.

Q That's $32,248.42; is that correct?

A That's right.

Q Okay. I'm gonna show you what's been marked as Plaintiff's Exhibit Number 4 and ask you if you recognize what's depicted in that particular exhibit.

A This is 9 of July, 2012.

Q What is it?

A The amount is $13,120.30.
Q Tell me what the document is. Don't tell me the amounts in the document. Do you recognize what the document is?
A The document is for gasoline, South Carolina road tax.
Q Okay. Is that the bill of lading that you talked about earlier?
A That would be an invoice.
Q An invoice, okay. So would you typically receive these invoices from TransMontaigne as a part of the transactions in the contract that you had with them?
A Well, they mail the invoice actually to Mr. Montaigne.
Q To Mr. who?
A Him (pointing).
Q Mr. Rishmawi?
A Rishmawi, yeah.
Q So he would get the invoices from ---
A He got the actual invoice. I would get a notice faxed they were drafted on my account so much money and the date they were drafted.
Q Okay. Is this the invoice that reflects the $32,000 that was drafted from your account on July the 9th of 2012? And you can make sure and look

through it to make sure it's correct, for the gas purchase or fuel purchase. Look through each page and make sure that you're familiar with it?

A It seems to be.

Q Sir?

A Seems to be the same one.

MS. BARR: Judge, we would move Plaintiff's Exhibit Number 4.

THE COURT: Any objection?

MS. SHULER: Judge, I haven't seen this one, if I can just take a look.

MS. BARR: I'm sorry.

MS. SHULER: No objection, Judge.

THE COURT: Without objection, Plaintiff's Exhibit Number 4 is admitted.

(WHEREUPON, Plaintiff Exhibit No. 4 was admitted into evidence.).

MS. BARR: Your Honor, we move to publish.

THE COURT: Publish please.

BY MS. BARR:

Q Mr. Gaddy, I have published Plaintiff's Exhibit Number 4. Sir, this is the portion of the first page portion of the invoice that you received from TransMontaigne for the July 9th transaction.

A Yes.

Q All right. And you can see that your name is listed here, or the company's name is listed here Gaddy Oil, Inc.?
A Right.
Q And those numbers are kind of small so I'm gonna try to make them as large as I can. Do you see the date that that is posted? Can you read that here?
A No, I can't. Drop it down.
Q Sir?
A Drop it down some. A little bit more. Okay.
Q Can you see that date? Is that large enough for you to see?
A Well, June 29 was the date.
Q Yes, sir.
A Due date is July 9.
Q Yes, sir. That's the date of the invoice, correct?
A Well, the date of invoice is 29.
Q Okay, all right. And in terms of the description that's listed on this particular invoice, what was the product that was purchased that day? Can you read that there?
A It looks like regular gasoline.
Q Okay, all right. And looks like there is the net quantity of gasoline that was purchased that day?

A That's right.
Q And it looks like price for gallon?
A Right.
Q All right. And total amount of this invoice -- see if I can move it up a little bit. Can you see that there?
A Yes, $13,120.30.
Q Is that a part of the $32,000 debit that was taken out of your account?
A Yes.
Q All right. Let's go to page 2. Does that invoice date the same there?
A Drop it down some.
Q I'm sorry.
A 29 June, yes.
Q And the items or items that was purchased that day, is that essentially still gasoline fuel?
A That's regular gasoline.
Q All right. And looks like 4,000 gallons purchased. Am I reading that correctly?
A 4,000 gallons gross.
Q And who was the carrier that purchased that fuel that day? Can you see that there?
MS. SHULER: Objection, Your Honor.
THE COURT: What's your objection?

MS. SHULER: It's a mischaracterization of the documents.

THE COURT: You can cross-examine. This is already in evidence.

MS. SHULER: Right, but this -- Your Honor, the document speaks for itself.

THE COURT: Just ask him to go forward. Overruled.

BY MS. BARR:

Q All right, sir, on this particular invoice who is listed as the carrier?

A G&S Transport.

Q Let me go back to the first page of that particular exhibit. Who is listed as the carrier there?

A G&S Transport.

Q And back to the second page the total amount of that invoice is what?

A 10,497.85.

Q And again, is this a part of the $32,248 debit to your account on July 9th?

A Drop it down, I can't see dates on it. Yeah.

Q Okay. On page 3, what's the date of those transactions?

A 29 June.

Q All right. And the quan-- well, the item that was purchased that day began with the fuel?
A Fuel, yeah.
Q Okay. And the carrier is listed?
A G&S Transport.
Q All right. And how much fuel was purchased that day?
A Looks like 3000 gallons.
Q And what is the total for?
A 8,630.27.
Q Okay. And did you add those three sums together: The $8,638.27; the $10,497.85, and the $13,120.30 transactions that were made on June 29th of 2012? Did you add those three transactions, those three amounts together?
A Yeah, you get 32,000.
Q 32,000---
A 290 -- wait.
Q Can you read it there?
A $32,238.42.
Q Is it 42 cents? Let me make sure. Does this exhibit reflect as the total of those three numbers is $32,248.42?
A Correct.
Q All right. And does it show when that, those

amount were drafted from your account?
A Draft date is July 9.
Q Of 2012?
A 2012, yeah.
Q And that $32,248.42 sum, that's the amount that you are alleging that the defendants are obligated to pay you back?
A Yes.
Q Did you typically keep $30,000 in that particular checking account to cover the transactions if it didn't go through?
A No.
Q All right. In the two year period of time that you've been dealing with Mr. Rishmawi did you ever have a transaction from him that didn't go through?
A No, I don't think so.
Q You also had a good business relationship?
A Yes.
Q Okay, all right. Now you told us earlier about a $32,000 deposit that was made on your account in July where you took out a loan at the Citizen's Bank.
A Right.
Q You remember telling me about that?
A Yes.

Q I'm gonna show what's been marked Plaintiff's Exhibit 3 and ask you if you recognize that particular document.
A Yes, that's the note.
Q Is that the note you took out?
A Yes.
Q Okay, from the Citizen's Bank?
A Yes.
Q All right. And does that note contain your name and your signature?
A Yes.
Q And you're promising to repay a loan to Citizen's Bank?
A Yes.
Q All right.

MS. BARR: Judge, we would move to admit Plaintiff's Exhibit Number 3.

THE COURT: Any objection?

MS. SHULER: No objection, Your Honor.

THE COURT: Without objection Plaintiff's Number 3 is admitted.

(WHEREUPON, Plaintiff Exhibit No. 3 was admitted into evidence.)

BY MS. BARR:
Q Mr. Gaddy. I'm gonna publish Plaintiff's Exhibit

Number 3. And this is the promissory note you signed with Citizen's Bank; is that correct?
A Yes.
Q All right. And is your name and address reflected here?
A Yes.
Q All right. And I didn't show you this earlier, let me do this right quick. The date of the loan or the promissory note is what date?
A July 9.
Q All right. And the loan was supposed to be for how long a period of time?
A I think 12 months.
Q For a year?
A Yes.
Q So it was due to mature on July 9 of 2013?
A Yes.
Q All right. And what is the amount listed here as the loan amount?
A $32,040.
Q Now in this loan agreement it looks like you promised to repay the loan with interest?
A Yes.
Q And what's your interest rate?
A 6 percent.

Q Okay. Now I was curious because it listed the loan amount as $32,040, and I notice that there was a deposit into your account of $32,000 but they've got the loan amount $32,040. Is that what you see here?
A Yes.
Q Did they charge you an application fee?
A Yes.
Q What was the amount of the application fee?
A Forty dollars.
Q So that's why it's $32,040?
A Yes.
Q And sir, I asked you earlier did the promissory note contain your name and your signature. You see that on page 2?
A Yes.
Q Have you paid the loan back in full?
A No.
Q You still paying on it?
A Yes.
Q Okay. Now it indicated that it was due in July of 2013. What happened when you didn't have all the money to pay it in July of 2013?
A I paid interest and renewed the note.
Q How much have you paid in in-- how much did you

pay in interest by the time you renewed it in 2013?
A About $1900s.
Q About 1900? All right, sir -- beg the Court's indulgence. Now sir, you filed this lawsuit in August of 2012.
A I think so.
Q All right.
MS. BARR: Judge, may I approach?
THE COURT: You may.
BY MS. BARR:
Q And did you sign a verification as it relates to the lawsuit and the amounts that you received?
A Yes.
Q Okay, that's your signature?
A Yes.
Q All right. And you are requesting that you be reimbursed $32,248.42?
A Yes.
Q And you're also seeking interest based on the interest that you paid on the note?
A Right.
Q All right. What is the amount of interest that you're seeking?
A $1,922.40.
Q And that's what you -- you said, you told me

earlier you made about 1900-dollars in interest on this loan. Is that what you're talking about?
A Yeah.
Q So we add those two figures together, what would be the total amount you would be seeking today?
A $34,220.82.
Q Okay. And you asked Mr. Rishmawi to pay you those amounts?
A Yes.
Q Has he paid you those amounts?
A He hadn't paid anything or agreed to.

MS. BARR: Judge, that's all the questions that I have for Mr. Gaddy.

THE COURT: Ms. Shuler.

CROSS-EXAMINATION

BY MS. SHULER:
Q Mr. Gaddy, Gaddy Oil, Inc., when was the last time that you operated that company as an oil company?
A Probably about 2009, '10.
Q So that's whenever you quit delivering petroleum products to farmers and things like that?
A Yes.
Q And that was in what year?
A Probably about 2'10.

Q 2010. Do you remember what month that would have been?
A No, I don't.
Q You've been in the oil business for some time, right?
A Yes.
Q And so you're pretty familiar with that?
A I hope so.
Q TransMontaigne is like Texaco, right? Or ---
A They're refiners.
Q BP oil, all those other companies, right? They're all kind of the same thing. So the way it works is you can go to TransMontaigne and buy a tanker load of gasoline, right?
A Yes.
Q And then that tanker load of gasoline can be sold to the public for whatever use really you want it for, right?
A Yes.
Q And with TransMontaigne you had a line of credit?
A Yes.
Q Through Gaddy Oil?
A Yes.
Q And it's been your testimony that the only person you let use your line of credit was Mr. Rishmawi?

A Right.
Q Now did you see Mr. Rishmawi go and make these deposits for you?
A No.
Q Did you check the account to find out who was making those deposits every month?
A I just saw they were made because I got some.
Q So you don't know if G&S Transports made that deposit every month or if I made that deposit every month to you?
A Not really. I just had the money.
Q The money was in there?
A Yeah.
Q And in fact, you made -- you didn't really have any active duty in regards to this business relationship that you described, do you? You didn't have to do anything at all?
A Yeah.
Q You did?
A Yeah.
Q Okay. And what was that that you had to do?
A Well, I go in and do bookkeeping work, and I had a bookkeeper and we do payroll and...
Q So Gaddy oil has employees?
A Yeah, we have a bookkeeper.

Q Let's look at that second deposit. That second deposit is $48,803.61, right?
A Right.
Q And the debit was 48,653.61. What's the difference there?
A 150.
Q So that was 150-dollars on that one. The next deposit and debit is the same amount, the 18,966.88, right?
A Right.
Q Look at the fourth one. The deposit was $21,912.11, and the debit was $21,792.11. What's the difference on that one?
A 120.
Q So that month you made 270 dollars, right?
A Yeah.
Q Just by letting G&S Transports use your line of credit, right?
A Right.
Q And you called it your commission that you got off each load. Wasn't that what you said it was earlier? They paid you extra for your commission?
A Yeah.
Q So that amount varied from transaction to transaction, right?

Q Where do you get your mail?
A The town's post office, box 856.
Q And you didn't get invoices?
A No.
Q Well, let's take a look at Plaintiff's Exhibit Number 4. Where does it say that invoice went?
A Looks like it probably went to Gaddy Oil.
Q At what address?
A Joel Street (ph).
Q What address did it go to for Gaddy Oil?
A P.O. Box 856.
Q So you never got any invoices or anything else like that is your testimony?
A After we got started doing business they faxed him the invoices.
Q They never mailed you one?
A No, not after we got started.
Q But this one came to you; is that right?
A I don't know.
Q It's got your address on it.
A They didn't mail me stuff. They faxed me stuff.
Q Okay. You don't know where the gasoline got delivered, do you?
A Did it what?
Q You don't know where the gasoline got delivered

to, do you?
A No.
Q You don't know where, when at all?
A No.
Q You don't know that it went to his stores, do you?
A No.
Q Yet, it could have gone to the Shell station here in Kingstree?
A Yes.
Q It could have gone over to Tanners Money Saver here in Kingstree?
A Yes.
Q It could have gone to the Kings Express on 52, right?
A Could have gone on to George Truck Stop.
Q Right, but nonetheless you don't know where it went?
A No, wasn't my concern.
Q This last load that you say that G&S Transport picked up and received the benefit of, you don't know where that went, do you?
A No, I don't.
Q You don't know if G&S Transports benefited in any way, do you?

A No, I don't.
Q You don't know if Mr. Rishmawi benefited from it in any way, do you?
A Yes.
Q You do?
A Yes.
Q How do you know he bene---
A Because he owns the G&S Transports and they picked up the gasoline, and when they load the gasoline on his truck title changes hands.
Q But you just testified that you don't know if G&S Transports benefited from it at all.
A No, I don't, but it's loaded on his truck. It's up to his drivers to put it somewhere.
Q You didn't have a gas station operating in 2012, did you? You yourself were not operating a gas station in 2012, were you?
A I don't think so.
Q You don't think so. Do you not remember?
A Well, I operated Gaddy Oil Company and Gaddy Convenience Store.
Q Okay. Did you operate Gaddy Convenience Store in 2012?
A I don't think so.
Q You don't think so. When do you think you closed

Gaddy Convenience Store?
A When I sold it to the brothers.
Q Okay. When did you sell it to the brothers?
A I'd have to look it up.
Q You entered into a contract to sell it to the brothers, right?
A Yes.
Q And you had some documents drafted up?
A Yes.
Q Is that correct? So would it help you if you looked at some of those documents?
A I guess.

(WHEREUPON, Defendant Exhibit No. 1 was marked for identification only.)

BY MS. SHULER:
Q I'm going to show you what's been marked Defendant's Exhibit 1 and ask if you recognize this document.
A That's a promissory note.
Q Okay, do you recognize this particular promissory note?
A Yes.
Q What's the date on it?
A January 23rd, '09.
Q Okay. Does this document have your signature on

it?
A Not the promissory note.
Q Okay. What about the contract, do you recognize the contract, that's the second part of that exhibit?
A Yeah.
Q So is this the promissory note and the contract for the sale of the Gaddy Convenience Store, as you call it?
A Yes, it's a contract for sale.
Q Was it for the convenience store that you call Gaddy Convenience Store?
A Right.
Q Okay.

MS. SHULER: Your Honor, I'd move it into evidence at this time.

THE COURT: Any objection?

MR. SABB: No objection, Your Honor.

THE COURT: Without objection Defendant's Exhibit Number 1 is admitted.

(WHEREUPON, Defendant Exhibit No. 1 was admitted into evidence.)

MS. SHULER: Permission to publish, Your Honor.

THE COURT: Yes.

BY MS. SHULER:
Q At the top of this document it has contract for sale on it, right?
A Right.
Q And it says that Gaddy Rentals, LLC, with an office at 106 Brockwood Drive, Lake City, owns property in Lake City; is that right?
A That's right.
Q Gaddy Rentals, LLC, is your real estate company as you testified earlier; is that right?
A Right.
Q It's your holding company for your real property?
A Right.
Q And you had it that way for estate planning purposes?
A Yes.
Q So Gaddy Rentals owned a piece of property in Lake City on Highway 52, right?
A Right.
Q Iso says on the western side. And this is a contract for sale of that piece of property, right?
A Right.
Q That piece of property was the Gaddy Convenience Store?
A Right.

Q The date, what's the date that you entered into that contract to sell your convenience store?
A Twenty-third day of January.
Q Of what year?
A 2009.
Q You weren't operating your convenience store at that time, were you?
A Not me personally, no.
Q In fact, it had been closed for several months, right?
A No.
Q No?
A Four or five weeks maybe.
Q Four or five weeks. When did the tenant vacate the property?
A Probably in October.
Q Okay. So from October to January is about two, three months, right?
A Right.
Q So that's more than five weeks?
A Okay.
Q You wouldn't disagree with me that two to three months is more than five weeks, right?
A I agree with you.
Q You agree with me on that. So you were selling

your vacant convenience store in January of 2009, right?
A Right.
Q And you yourself weren't operating the convenience store at that time?
A No.
Q You were retired for the most part, right?
A Mostly.
Q And the contract price was for how much?
A Five hundred thousand.
Q And the convenience store needed some repairs; did it not?
A Not a lot.
Q But it needed repairs, right?
A Right.
Q And needed some gas pumps, right?
A Well, modernize, yeah.
Q To be able to sell the three grades of gasoline it needed new gas pumps, right?
A No.
Q It needed to be upgraded in order to seel the three grades of gasoline, right?
A It needed to be upgraded but I had operational dispensers that worked.
Q Okay. And needed some repairs in the inside of

the building, right?
A Not much.
Q But it did need repairs, right?
A Yes, ma'am.
Q Some repairs?
A Some repairs.
Q And the canopy over the top needed to be repaired, right?
A No.
Q No? It was fine?
A Yes, ma'am.
Q Okay. Needed some new coolers to make the drinks cold on the inside, the beer cold, right?
A Well, what I had was operational and working.
Q It was?
A Operational and working.
Q But you weren't running the store?
A We had the coldest beer in town.
Q You were like the store in Nesmith, the coldest beer in Nesmith, the Gaddy Exxon with the coldest beer in town?
A Do what now?
Q I said like the store in Nesmith, that at the time had the coldest beer in town. Gaddy Exxon had the coldest beer in Lake City?

A I don't know about Nesmith.
Q Gaddy Oil had the coldest beer in Lake City?
A We didn't advertise. We had good beer because the customers said it was cold.
Q So it's your testimony that the store needed very little repair?
A Right.
Q But it had been vacant since October?
A Yeah.
Q And you didn't get a contract for sale until January, right?
A Okay.
Q How many people went and looked at your store?
A I think about three.
Q And you met Mr. Rishmawi through a friend of yours, right?
A Through Larry Dennis.
Q Y'all were drinking coffee at Hardees and y'all were discussing the sell of your store and Mr. Dennis puts you in touch with Mr. Rishmawi?
A Yeah.
Q And you entered into a contract then for the sale of the store, right?
A In January.
Q You didn't require any money upfront for the

brothers to purchase the store, did you?
A I thought they paid something.
Q Let's look at the first page of the promissory note. How much is the promise to pay?
A 500,000.
Q And how much was the contract price for the sale of the store?
A 500,000.
Q So that says they didn't put any money down, right?
A Okay.
Q You financed that for them, right?
A Right.
Q You did owner financing?
A That's right.
Q Who signed off on that promissory note?
A Well, it looks like George signed it and Abu and Issa signed it.
Q Okay, Abuaita and Issa Abuaita.
A Yes.
Q And George Rishmawi?
A He endorsed it.
Q So he was a co-signor on the promissory note, right?
A Right.

Q You see the whereas statement about the third paragraph that's in that block?
A Yes.
Q It says that George Rishmawi who resides at 227 Magnolia Drive, Lake Drive -- I'm sorry, Magnolia Drive in Lake City furnishes consulting services to the Abuaita brothers there; is that right?
A Yes.
Q That's what it states there?
A Yes.
Q Is that right?
A Right.
Q So Mr. Rishmawi played some role in getting this contract executed and signed; is that right?
A Yes, I would think so.
Q "Cause he signed a promissory note; is that right?
A Yes.
Q And his name appears on the contract; is that right?
A Yes.
Q And you know that he played a role in facilitating repairs to the store, right?
A Right.
Q He provided consulting ---

A Say that again.
Q That he played a role in bringing about the repairs to the store, right?
A I don't know about that.
Q You don't know about that. You don't know ---
A That's between he and the brothers.
Q Okay. So you don't know if he played any part in making those repairs?
A No, I don't.
Q Somebody made repairs to the store, right?
A Yeah.
Q You saw them doing work out at the store, right?
A Yes.
Q Who made the first note payment to you on that note?
A Possibly George did.
Q How about the second payment?
A He made a couple of payments.
Q He made a couple of payments on the note to you, right? He was involved?
A Yeah.
Q In fact, he was involved to -- you paid him $512-dollars a month every month for two-and-a-half years, right?
A As commission, yeah.

Q That's what you call it is a commission; is that right?
A Yes, what else could it be.
Q Well, the money on, over on top of the gasoline you characterize as to a commission, right?
A Right.
Q So you characterize it as a commission?
A Right.
Q You paid him $518 a month every month like clockwork, right?
A That's right.
Q In fact, he would come to your house and get an envelope off your garage door, right?
A Right.
Q And it would contain $518 in cash?
A Right.
Q That's because you didn't get any money upfront from the Abuaita brothers, did you?
A (No verbal response.)
Q Is that a no?
A No.
Q So you didn't have any money to pay Mr. Rishmawi upfront, did you?
A No.
Q But nonetheless you paid him $518 a month every

month until May of 2012, right?
A Till July.
Q It was July?
A I think so.
Q You think so? So you paid from 2009 until 2012 $518 a month?
A Yes.
Q Every month?
A Yes.
Q And then you decided you weren't gonna pay him anymore, right?
A Right.
Q You said I'm not gonna pay you that money, I don't owe you that money?
A 'Cause I was told the real estate commission ---
MS. SHULER: Objection, Your Honor, as to what the witness was told.
THE COURT: Sustained.
BY MS. SHULER:
Q You decided you weren't gonna pay it anymore?
A Right.
Q And then you stopped ---
A It was illegal to pay him a commission.
Q Okay, so you stopped paying him the $518 a month?
A That's correct.

Q But you had done it for two-and-a-half years?
A Yes.
Q Actually, three-and-a-half years if we go to 2009 to 2012, right?
A Okay.
Q Three-and-a-half years?
A I guess, I hadn't done the figures.
Q Every month you would get a payment on the promissory note from the Abuaita brothers, right?
A Right.
Q And every month that would be deposited into your account; is that right?
A Right.
Q And that payment was five hundred and -- or $5,181.98 cents, right?
A Right.
Q So every month like clockwork you had that five thousand, almost $5200 coming in, right?
A Right.
Q From the sale of the convenience store in Lake City, right?
A Right.
Q And that convenience store was vacant at the time.
of the contract, right?

A Yes.
Q And it needed some repairs?
A Yes.
Q And repairs were made, right?
A Yes, I assume so. I was not in charge of the repairs and did not own the store.

MS. SHULER: I have no further questions.

THE COURT: All right, any redirect?

MS. BARR: A few, Judge, if I may.

REDIRECT EXAMINATION

BY MS. BARR:
Q Mr. Gaddy, you were asked on cross-examination about whether or not, I believe the question was, did you pay Mr. Rishmawi any money upfront? Do you remember Ms. Shuler asking you about that question?
A No, I didn't.
Q All right. And her question was related to the sale of the Exxon store in Lake City?
A Yes.
Q Okay. Would you have been required in that transaction to pay him a dime of money for the sale of your store to the Abuaita brothers?
A No.
Q Did you owe him one red cent for the sale of your convenience store to these gentlemen back here?

A No.
Q Okay. So when she asked you whether or not you had made any payments upfront to Mr. Rishmawi regarding the sale of your store, did you owe him anything for the sale of your store?
A No.
Q Okay. And as it relates to whether or not any repairs were done on the Exxon in Lake City, who did them, how much they paid for it, did you know anything about that?
A No.
Q Who would be the best people to tell this jury about whether or not any repairs were made, and if so, who paid for it and when they were done?
A Abuaita brothers.
Q These gentlemen back here?
A Yes, ma'am.
Q All right. Now you were testifying about the two businesses, the oil company that you own and the real estate company that you own?
A Right.
Q Have you ever had a real estate license?
A Yes.
Q Okay. Were you required by law to be trained or get a license to sell real estate?

A Yes.
Q Okay. Did you have that license at some point in time?
A Yes.
Q Do you currently have that license?
A No.
Q Okay. What did you have to do to get a license to sell real estate in South Carolina?
A You have to attend classes for 40 hours, take a test in class, and also took a state board test.
Q Okay. And in terms of when you had a license, had you ever sold commercial property before?
A No.
Q Okay. Are you familiar with the legal terms as it relates to commissions when you sell property, particularly -- well, I should say not just property but real estate? When you say commissions in connection with the sale of land, what are you talking about?
A I'm talking about if you sell a piece of property you get a commission, percentage of the sale, which is normally a -- commercial it's ten percent.
Q So in your experience as owning a real estate company and at one point having a real estate license, when you sell commercial property the

person who sells the property or brokers the deal is entitled to a ten percent commission on commercial property?

A Normally it's in the contract.

Q Did you ever sign any contract that would allow Mr. Rishmawi to receive a ten percent commission on the sale of your store in Lake City to the Abuaita brothers?

A No.

Q As far as you know, does he have a real estate license or brokers license?

A No.

Q Did she have one at the time you sold your store in Lake City to the Abuaita brothers?

A No.

Q Do you know whether or not with your training and your license is a license required to get a commission?

A Yes.

Q And it is your testimony that he never had any such real estate license?

A Not to my knowledge.

Q The -- when the property in Lake City, the Exxon station was sold to the Abuaita brothers, we saw a copy of that contract for sale; is that right?

A Yes.
Q Okay. And in that particular contract for sale did you make any guarantees with regard to the property, or did you sell it as is?
A Sold it as is.
Q Okay. All right, now you testified that you had been paying Mr. Rishmawi about $518 per month for about three, three-and-a-half years?
A Right.
Q All right now, in the promissory note what was the amount of the mortgage payments that the Abuaita brothers would pay you per month?
A $5,181.
Q Okay. And what was the amount of the payment that you had made to Mr. Rishmawi?
A I paid him $518.
Q Okay. Now when you were making these payments to him did you know whether or not he could charge you a real estate commission?
A Did I know that he could?
Q Yes.
A No, he couldn't.
Q Hold on, follow me, follow me for a second. If the Abuaita brothers are paying you $5181 per month, $5,181 per month, what, is there a percentage from

that amount that you were paying Mr. Rishmawi per month?
A Yes.
Q What was ---
A I paid ten percent.
Q Ten percent, all right. And during this time what did you think you were paying him that money for when you were giving it to him?
A As sales commission.
Q Okay. All right, now you testified that you stopped the payments during June or July of 2012 to Mr. Rishmawi.
A Yes.
Q The $518 per month?
A Yes.
Q Don't tell me what anybody said, but did you have a conversation with anybody regarding his ability to charge you a real estate commission? Did you talk with anybody about that?
A Yes.
Q Who did you talk with?
A Wilbur Brown and Company.
Q Wilbur Brown and Company?
A Wilbur Brown.
Q Who is Wilbur Brown?

A Wilbur Brown owns Wilbur Brown and Company Insurance and Real Estate.
Q Insurance and real estate? So he's a real estate agent?
A Yes.
Q Does he have another profession as well?
A Just insurance.
Q Okay. Do you know whether or not he's a lawyer?
A No, he's not.
Q Okay. So you had a conversation with him when?
A Probably spring, May or June.
Q Okay, of 2012?
A Yeah, I looked it up in my book, real estate book, and said it was illegal to pay a commission to a person did not hold a real estate license.
Q Okay. Is that why you stopped the payments to him?
A Yes.
Q Did you tell him why you were stopping payments to him?
A Yes.
Q And what did he say as a result of what you told him?
A He told me that he was not going to pay for the gasoline unless I paid him a commission.

Q All right. And when he told you that he was not going to pay you for the gasoline -- I publish State's Exhibit Number 4, Plaintiff's Exhibit Number 4, is that the gasoline purchase that we're talking about that was debited from your account in July of '12?
A Yes.
Q He acknowledged that he received the $32,000 of fuel from you?
A Yes.
Q He admitted that?
A He never argued about it. He couldn't dismiss it because it was on his truck and his driver who signed for it?
Q Say again now.
A I said his driver loaded it on G&S Transport, and he was paying the driver and it was his truck.
Q And other than you bringing this lawsuit against him to get your $32,000 back, he never -- did he ever file a separate lawsuit against you for the real estate commission?
A No.
Q Okay. It was only after you sued him?
A Yeah.
Q Okay. And sir, did you give a deposition in this

case?
A Yes.
Q Okay. Did he give a deposition in this case?
A Yes.
Q Have you ever seen any invoices that related to any repairs that Mr. Rishmawi supposedly did to the Exxon in Lake City?
A I saw some in the deposition ---
Q Okay.
A ---that he said were repairs.
Q Okay. But again, as relates to that, you would rely on the testimony of the Abuaita brothers?
A Yeah.

MS. BARR: Beg the Court's indulgence.

THE COURT: Yes, ma'am.

MS. BARR: Judge, that's all the questions I have.

THE COURT: Any recross?

MS. SHULER: Yes, Your Honor.

RECROSS-EXAMINATION

BY MS. SHULER:
Q Mr. Gaddy, you are actually not only just a real estate agent, you're a real estate broker, right?
A I have a broker's license.
Q So a broker's license somewhat of a step above

just a real estate salesperson, right?
A Right.
Q You have supervisory duties as a broker, right?
A Yes.
Q Now you said that for commercial ---
A Assuming you have somebody to supervise.
Q Right, you have supervisory duties as a broker?
A Yeah.
Q Right?
A Okay.
Q Is that right?
A Yes.
Q You're the broker?
A Yes.
Q Okay. So, and you at one point in time were selling real estate, right?
A I was listed as a sales agent, yeah.
Q You were listed as a sales agent?
A Right.
Q Agent. So you had a listing as a real estate agent?
A I never had a listing.
Q You never had a listing?
A No.
Q You never acted as a real estate agent?

A No.
Q Not one time?
A No.
Q You never worked at Brown and Company as a real estate agent?
A I was listed there as a sales agent, but I never got a listing.
Q Okay. But you have a broker's license and a real estate license?
A Yeah, right.
Q So you've done your duties and your requirements to get licensed within the state, right?
A Yes.
Q And at one point in time you had an office at Brown and Company, right?
A Not really, I had a key to his office.
Q You had a key to his office. Your diploma in your real estate license didn't hang on the wall in there?
A Yeah.
Q Okay. So you had an office in there with your diploma hung on the wall; is that fair to say?
A Where the diploma hung on the wall is a reception room.
Q Okay. Nonetheless, your diploma, your license

hung on the wall ---
A Yes.
Q ---in Brown and Company?
A Yes.
Q And it was your testimony a few minutes ago that the -- you never had a commercial real estate listing, right?
A Never did.
Q But it was your experience that commercial real estate sales commission was ten percent, right?
A No.
Q That wasn't your testimony?
A That's on commercial real estate.
Q Right. But it can vary, right, from anywhere from two percent, four percent, six percent, whatever the people contractual come up with a contract for. Am I right?
A Right.
Q So it can vary from any amount?
A Right.
Q Of a commission, right? Not just ten percent?
A Right.
Q It wasn't ten percent across the board for everybody under the sun, right?
A Whatever you agree with the client.

Q Would be the amount of the commission, right?
A Right.
Q And that can be any number that you may came up with, right?
A Right.
Q So that's not standard, is it?
A I don't know.
Q 'Cause you didn't, you didn't deal in commercial real estate?
A I didn't deal in any real estate.
Q But you had a real estate license?
A Yes.
Q And a broker's license?
A Yes.
Q Now you sold the property as is, right?
A Right.
Q But it needed some repairs so that's why you sold it as is?
A Yes.
Q And it wasn't open, wasn't operating when you sold it?
A Right.
Q And you knew that it was in need of some repairs, right?
A A few repairs.

Q Now Mr. Rishmawi owns a number of stores; isn't that right? Or did ---
A Yes.
Q ---at some point in time own some stores?
A Yes.
Q And so he knew a little bit about the convenience store business; is that right?
A Yes.
Q If something needed to be done to bring the store up to make it marketable or to make it competitive in the market he would probably know how to do, right?
A Probably.
Q And some repairs were done after you entered into a contract for the sale of the store, right?
A Yes.
Q Now you didn't do a real estate closing whenever y'all entered into that real estate sales contract, did you?
A No, we just signed an agreement.
Q You didn't deed the property over to Abuaita brothers, did you?
A They signed my back, two years ago I did.
Q Two years ago you signed the deed over to their name, right?

A Right.
Q And they have a conventional mortgage with you now; isn't that right?
A That's right.
Q But that was two years ago that ---
A Approximately two years ago.
Q It was approximately two years ago the deed was put in their name?
A Yeah. They wanted the deed in their name and I agreed to do it.
Q When the repairs were made the deed was still in your name; isn't that right?
A Yes.

MS. SHULER: I have no further questions.

THE COURT: Thank you. You may step down.

Ladies and gentlemen of the jury, that's all the testimony that we are going to hear today so I'm going to dismiss you for the evening with instructions that you all get a good night sleep and that you do not speak to anyone about this case and that you be back here just a little bit before 10:00 tomorrow morning so we can start right at 10:00. Have a nice evening, ladies and gentlemen.

(WHEREUPON, the jury was removed from the courtroom at 5:26 p.m.)

THE COURT: Y'all be back here tomorrow.
(Court was adjourned at 5:30 p.m. and resumed on September 9, 2015.)
THE COURT: Anything we need to bring up before we bring the jury back in?
(There was no response.)
THE COURT: All right, let's bring our jury in.
(WHEREUPON, the jury was returned to the courtroom at approximately 10:05 a.m., and the following proceedings commenced in open court.)
THE COURT: Good morning, ladies and gentlemen, hope you had a nice evening. It seems to be a nicer day today than it was yesterday so we will continue with the testimony.
Anything from the State, I mean, from the plaintiff before we start?
MS. BARR: Judge, we're ready to begin.
THE COURT: Well, you may call your next witness.
MR. SABB: Thank you. We call Issa Abuaita.
THE CLERK: Place your left hand on the Bible and raise your right hand.

WHEREUPON,

ISSA ABUAITA,

having been duly sworn by the Clerk, testified as follows:

THE CLERK: Just step around to the witness box.

MS. BARR: May it please the Court.

THE COURT: Yes, ma'am.

DIRECT EXAMINATION

BY MS. BARR:

Q Good morning, Mr. Abuaita.

A Good morning.

Q How are you doing today?

A Good, how are you?

Q Doing good, sir. If you would, state your full name for us and spell your first and last name.

A First name is Issa. Last name is Abuaita.

Q Okay, spell your first name for us.

A I-S-S-A.

Q Okay. Spell your last name for us.

A A-B-U-A-I-T-A.

Q You live in Florence County?

A Yes, ma'am.

Q Okay. And how long have you lived in Florence County?

A 15, 15, 16 years.
Q Okay. And of course you know Mr. Andrew Gaddy?
A Yes.
Q And you also know Mr. Issa Rishmawi?
A Yes.
Q How long have you known Mr. Rishmawi, the gentleman seated there at the table?
A A long time.
Q Okay, more than ten years?
A Yes.
Q Okay. All right, how did you come to know him?
A We from the same back home.
Q Same back home?
A Yes.
Q And both of you all were born in Bethlehem?
A Yes.
Q Okay, all right. You all over the years developed a business relationship?
A No ---
Q He helped you in your business?
A Yes, when we start convenience store business.
Q Yes, sir. Now you and your brother operate the Exxon gas station in Lake City?
A Yes.
Q And we've seen exhibits in this case indicating

that you all purchased that business in January of 2009; is that correct?
A Uh-huh, yes. Correct.
Q And you purchased that business from Mr. Gaddy?
A Yes.
Q Okay. How did you come to learn about that business being sold? How did you learn that Mr. Gaddy was interested in selling the business?
A My brother used to pass from there and he saw the property.
Q I'm sorry, say that again.
A He used to pass by there, you know, and he saw the property vacant, and he got in touch with Mr. Rishmawi and, you know.
Q Okay.
A Then Mr. Rishmawi, I don't know whether he contacted Mr. Gaddy.
Q Okay. So your brother would pass by the store frequently ---
A Yeah.
Q ---and saw that it was vacant?
A Yes.
Q And then in turn got in touch with Mr. Rishmawi?
A Yeah, they was talking and they mentioned the property that they see.

Q Now at that time had you all owned or operated any businesses or convenience stores that belonged to Mr. Rishmawi?
A No, we was leasing Little Fisher from Mr. Rishmawi.
Q You all were leasing the -- you said a restaurant or a gas station?
A It's a convenience store.
Q Convenience store?
A Yes.
Q And it's called Little Fisher?
A Yes.
Q And where is it located?
A On 378.
Q And how long had you and your brother been leasing that business from Mr. Rishmawi?
A Like two years.
Q Okay.
A Two or three.
Q All right. So your brother had a conversation with Mr. Rishmawi and that as a result you all entered into this agreement with Mr. Gaddy?
A Uh-huh.
Q Is that correct? Make sure, sir, if you can make sure to give me a verbal response. She's going to

be taking down everything you say, and if you say uh-huh or huh-uh, she's not able to transcribe that very well so if you'll make sure to say yes or no for me I'll appreciate it.

A Okay.

Q Okay, thank you. Now we've also seen exhibits in the case that indicate that the purchase price was $500,000?

A Yes.

Q Is that correct?

A Yes.

Q All right.

A Correct.

Q When you all purchased the building tell me and describe for me the types of either repairs or improvements that you did to the business before it became fully up and operational.

A The business was, you know, was in bad shape, you know. It needed a lot of work and...

Q Okay.

A We had to get a canopy. We had to get the property and we had to get dispenser.

Q Okay.

A And that's cost money, you know, and Mr. Rishmawi help us, you know, get in contact with all the

people handle that business, and you know, that's it.

Q Who was the company that you all dealt with for the dispenser?

A MECO.

Q MECO?

A MECO, Florence.

Q MECO in Florence?

A Uh-huh.

Q Is that a yes? MECO in Florence?

A Yes.

Q And you indicated that Mr. Rishmawi had contacts with people who work at MECO?

A Yes, ma'am.

Q And he was able to connect you all with those folks?

A Yes.

Q All right. And you indicated that you had to get a canopy and did some other improvements to the store?

A Yes.

Q Who was responsible for doing the construction and improvements to the store?

A Mr. Issa contacted the contractor and he did, you know, with the stuff.

Q Who was the contractor, the contractor?
A TRACO.
Q TRACO?
A Yeah.
Q T-R-A-C-O?
A Uh-huh.
Q Is that a yes?
A Yes.
Q And so Mr. Rishmawi put you into contact and your brother, in contact with people who could handle the construction part of it?
A Yes.
Q All right. Now in exchange for him giving you the contact names and the numbers for MECO, to do the dispensers ---
A Yes.
Q ---and for TRACO to do the construction, did he charge you anything for giving you that information?
A No.
Q Okay. Was he essentially trying to help you all out?
A Yes.
Q All right. Now if you signed a contract in January of 2009 how long after that was Lake City Exxon open for business? How long did it take you

all to complete with construction with the dispensers and any improvements that you made?
A I think we opened back in March.
Q In March?
A Yes.
Q Okay.
A If I'm not mistaken, you know, I got through with that.
Q Okay, all right. And how much money did you all spend for the repairs, the improvements, and for the dispensers?
A I'm not sure.
Q Okay. But more or less---
A It was a lot of money.
Q More or less than fifty thousand dollars?
A No, it's more than fifty.
Q Now where did you all get this money from? Did somebody give you the money to make these repairs or those -- was that your money and your brother's money to make the repairs and ---
A We borrowed money and we wrote checks.
Q You borrowed money and wrote checks?
A Yes, ma'am.
Q Okay, all right. Did you get any money from Mr. Gaddy for the repairs or for the dispensers or

the canopy?
A No, nothing.
Q Did you get any money from Mr. Rishmawi for the improvements, the repairs, the canopy, the dispensers, the coolers, anything along those lines?
A No, he was helping us pay and we paid him back.
Q Okay, all right. Now one of the things that it looks like you all were a part of was getting a fee from Exxon to brand the store as an Exxon franchise.
A Yes.
Q Are you familiar with that?
A Yes.
Q How much money were you to receive from Exxon for them to brand that store Exxon?
A I'm not sure, but we got first payment was 35,000.
Q $35,000?
A Yes, uh-huh.
Q And what was that money used for?
A To upgrade the store, you know. You got to change -- you got to order, you know, their sign have to be, their canopy have to be their name on the pumps, you know.
Q Okay, all right. Now did you all actually receive that check from Exxon or did someone else

receive that check from Exxon?
A Somebody else received it.
Q Who received the $35,000 check from Exxon?
A If I'm not mistaken Mr. Rishmawi.
Q Rishmawi?
A Rishmawi, yeah.
Q Did he then turn around and give that money back to you and your brother?
A No, they pay it for the, for the canopy and the coolers, and you know.
Q Okay.
A Yeah.
Q So Mr. Rishmawi used the $35,000 that you all were supposed to get from Exxon?
A Uh-huh.
Q To pay for the canopy and what else?
A The cooler, and I think -- I can't remember.
Q So you know for sure the canopy. You know for sure the cooler. Just one cooler or two?
A Yes, it's a big cooler. It's a big cooler.
Q Okay, all right. Now do you know how much it cost for Mr. Rishmawi to pay for the cooler and the canopy?
A Yes.
Q How much did it cost?

A I don't know, I have to look at the invoice. I don't know. I think the canopy is 18 something.
Q 18,000?
A Yes.
Q Okay. And what about the cooler?
A The cooler was 15, 16, I'm not, I don't know either. I can't tell you. I got to look at the papers. I'm not ---
Q Okay, all right. Did he pay for anything else -- when I say "he" I mean Mr. Rishmawi. Did he pay for anything else in that store?
A No.
Q You're nodding your head. Is that a no?
A No. Yeah, no. I'm just trying to remember.
Q I understand. I understand.
A It's been a long time.
Q So we've got about 18,000 for the canopy and about 15 to 16,000 for the cooler; is that correct?
A (No verbal response.)
Q Is that a yes?
A I can't -- like I told you, I can't, I can't give you the exact numbers, you know.
Q Okay.
MS. BARR: Judge, may I approach the witness?

THE COURT: Certainly.

BY MS. BARR:

Q Mr. Abuaita, do these quotes refresh your memory at all in terms of the pricing?

A Uh-huh.

Q Let me have you take a look at them. Look over that and see whether or not that helps you with your memory about approximately how much the canopy as well as the coolers cost?

A This is just for the dispenser.

Q Just for the dispenser. What about the second page?

A All that dispenser.

Q Okay.

A This is from the TRACO, the contractor.

Q The contractor, okay.

A Yeah.

Q And what was the amount of that bill from TRACO for the construction?

A To repair the property.

Q I'm sorry?

A To repair the property for the bathroom and take ---

MS. SHULER: Your Honor, this is -- objection, improper method of using the document to

refresh the witness' recollection. He can testify on his recollection if the document assists him in that; but for him to testify from the document, the document is not in evidence.

THE COURT: Ms. Barr.

MS. BARR: Judge, I ---

THE COURT: Rephrase your question.

MS. BARR: Let me guide him a little bit.

BY MS. SHULER:

Q Sir, let me make sure I see, look at that. You have shown or you're looking at a quote from TRACO Construction.

A Yes.

Q All right. And as it relates to that particular quote, that invoice, were these improvements that were actually made to your store?

A Yes.

Q All right. Do any of these improvements that are reflected on that particular piece of paper, are those related to anything that Mr. Rishmawi did for you, your brother, or the store in the Exxon store in Lake City?

A What you mean? I can't understand.

Q The items that are listed on that invoice of TRACO, do those include any work that Mr. Rishmawi

paid for?
A No, he don't pay for it. He -- we pay for it.
Q You paid for that?
A But he contacted the contractor.
Q He contacted the contractor?
A Yeah.
Q Okay. And put you, your brother, in touch with him?
A Uh-huh.
Q Is that a yes?
A Yes.
Q Okay. Now you and your brother, your brother's name is Awni?
A Yes.
Q A-W-N-I?
A Yes.
Q And the two of you own the Lake City Exxon together?
A Yes, ma'am.
Q Now I showed you another invoice and I believe you told me that that was for the dispenser? All those for dispensers?
A Yes.
Q Who paid the cost to have the dispensers installed?

A We paid.
Q You and your brother?
A Yes.
Q Did Mr. Rishmawi ever tell you that you or your brother owed him any money for being a consultant and helping you and your brother to purchase the Exxon store?
A No.
Q Did he ever tell you or your brother that -- when I say "he" I mean Mr. Rishmawi -- that you or your brother, or the business, owed him a fee for allowing you to get in contact with the representatives at TRACO and MECO?
A No.
Q Okay. Now I asked you about the branding or licensing fee that Exxon allows for anyone who's operating a convenience store under that brand name, and you said the first one was for $35,000?
A Yes.
Q Was there another check that came from Exxon?
A That's later, you know. That's nothing have to do with the case, you know.
Q Okay. Does it, is it with regard to this store?
A Yeah, it's for the store, yeah, but...
Q Now did you and your brother receive that or did

Mr. Rishmawi receive that?
A No, me and my brother.
Q You and your brother received that, okay.
MS. BARR: Beg the Court's indulgence.
THE COURT: Yes.
BY MS. BARR:
Q Quick question, sir, does the company you and your brother own, do you all purchase fuel from Mr. Rishmawi?
A No.
Q And you all get your fuel from separate supplier or separate carrier?
A Yes, uh-huh.
Q Have you ever purchased fuel from Mr. Rishmawi?
A No.
Q Do you know the businesses that Mr. Rishmawi owns, any other convenience stores that Mr. Rishmawi owns?
A I don't know.
Q You mentioned the Little Fisher?
A It's like a family business but I don't know if he owned it or not.
Q All right. You mentioned the Little Fisher ---
A Yes.
Q ---convenience store?

A Yes.
Q Okay. Have you ever seen any fuel trucks when you go by the family owned business that Mr. and Ms. Rishmawi has?
A What you mean, I cannot...
Q The fuel trucks with the company logo on it, have you ever seen any of those parked at the business that Mr. Rishmawi's family owns?
A I can't answer this. I can't understand. What kind of fuel truck, their fuel truck?
Q Did you ever see a fuel truck that had G&S Transport on it that Mr. Rishmawi or his family owned?
A They be parking at the Coward Truck Stop, I don't know.
Q They park at Coward Truck Stop?
A Uh-huh.
Q Is that a yes?
A Yes.
Q Okay. Sir, I believe that's all the questions I have. Hold on, please answer any questions Ms. Shuler or the judge have for you. You're not out of the hot seat just yet.
THE COURT: Ms. Shuler.
MS. SHULER: Thank you, Your Honor.

CROSS-EXAMINATION

BY MS. SHULER:

Q Mr. Abuaita, whenever you and your brother entered in the contract to purchase the Lake City Exxon, that store was closed; wasn't it?

A Uh-huh.

Q Is that a yes?

A Yes.

Q Okay. So the store was not in operation. In fact, it had been closed for several months, right?

A Yes.

Q And it was in really bad shape?

A Yes.

Q It was in need of a lot of repairs, right?

A Yes.

Q And you and your brother didn't have the money at the time to make those repairs, did you?

A Yes.

Q You did have the money?

A No, no.

Q Okay. So when you say that you and your brother paid for the repairs, you guys wrote the checks?

A Yes.

Q Right? But the money, some of that came from Mr. Rishmawi, right?

A Yes.
Q He loaned it to you guys?
A Yes.
Q And you guys later on down the road repaid him, right?
A Yes.
Q And the repairs that were done on the store, it was in excess you said of fifty thousand dollars, right, the value?
A It's more I think.
Q Okay. Now the coolers, do you remember what company put those coolers in?
A The guy's name is Henry. I don't know what's his company.
Q Okay. Does the name Dixon Coolers sound familiar?
A Dixon Coolers, yes, yes.
Q So Dixon Coolers put the coolers in?
A Yes.
Q And Mr. Rishmawi loaned y'all the money to pay for that, right?
A He paid direct.
Q I'm sorry?
A He paid him direct, you know.
Q He paid him directly?

A Yeah.
Q Okay. And the canopy was in bad shape and Mr. Rishmawi paid for that, got that set up, right?
A Yes.
Q The dispensers, y'all call what we call gas pumps dispensers, right?
A Yes.
Q And the dispensers that were there needed to be upgraded, right?
A Yes.
Q Because the way that it was set up you would have had to have four types of fuel, right?
A Yes.
Q You would have had to have 87, and 89 and 93 and kerosene, right?
A Yes.
Q But by upgrading the pumps you only had to have three types of fuel then, right?
A Yes.
Q 'Cause then you can have the 87, 93, and that mixes to do the 89, right?
A Yes.
Q And then you had kerosene?
A Yes.
Q And so that saves you money on insurance

premiums, right?
A Insurance?
Q By upgrading you had saved money on your insurance premiums, right?
A Yes, yes.
Q And then you saved money on the fuel that you buy too, right?
A The fuel I buy?
Q The fuel that you supply to your customers, you save money on that by upgrading those dispensers, right, because you don't have to stock the three types of gasoline anymore?
A Yes. Yes, okay.
Q Does that make sense?
A Yeah.
Q Okay. And it took y'all at least six weeks to get the store up and running?
A More than six weeks.
Q More than six weeks. So it's not incorrect for me to say it took y'all at least six weeks, right?
A Yes.
Q But nonetheless you took, y'all took a store that was in really bad shape and got it up and running and ready to operate in over six weeks, less than two months, right?

A Yes.
Q And now you guys pay mortgage payments every month to Mr. Gaddy, right?
A Yes.
Q Y'all got a deed in your name about two years ago?
A Yes.
Q Y'all did a real estate closing at that point, right?
A Yes.
Q And you guys insisted on that, right?
A Yes.
Q That was something that y'all went to Mr. Gaddy and said we need the deed in our name, right?
A Yes.
Q And that was about two years ago?
A Yes.
Q So you got the contract in 2009 so about 2013 is whenever y'all had the real estate closing, right?
A Yes.
Q But y'all have made your monthly payments every month since 2009?
A Yes.
Q About 52 hun-- just under $5200?
A Yes.

Q The first two monthly payments Mr. Rishmawi paid for you guys, right?
A Yes.
Q Your store is doing really well now; isn't it?
A It's good, not bad. Yes.
Q You're blessed, right?
A Yes, yes.
Q Y'all sell the most lottery tickets in the area, right?
A Yes.
Q Y'all were on that list for the most lottery tickets sold in the area?
A That's okay, I don't know.
Q And you guys sell a lot of beer now too; don't you?
A Yes, ma'am.
Q Sell more beer than the IGA?
A Oh, my God.
Q You guys have a good business now?
A We have a good business, yes, ma'am. Thanks to God we're blessed, okay.
Q You do a good business. You and your brother, like you said earlier, didn't have the money alone to pay for the renovations and Mr. Rishmawi worked with y'all to tell y'all what you needed to do to

make the store a successful store, right?
A Yes.
Q And because of him you were able to make the mortgage payments, right?
A Yes.
Q Got the store up and running, right?
A Yes.
Q And now you're blessed?
A Yes, ma'am.
Q Right?
A Yes.
Q Now the check from Exxon that you guys got for branding, for contracting with Exxon, that money you said went to Mr. Rishmawi, right?
A Yes.
Q Now he didn't pocket that money and use it for himself, did he?
A I don't think so.
Q Okay, 'cause somebody made the payments for the repairs on your store?
A Yes.
Q Have you ever had G&S Transport deliver fuel for your company.
A No.
Q Okay. So G&S Transport has never delivered fuel

to your Exxon station or the Little Fisher?
A No.
Q Who delivered fuel for you whenever you were running the Little Fisher? Who was your normal supplier or normal delivery company?
A It was BE&T fuel, then after that JH Seale.
Q JH Seale?
A Yes.
Q Did you pay JH Seale directly for your fuel?
A Yes.
Q Okay.

MS. SHULER: Beg the Court's indulgence one moment.

THE COURT: Yes.

BY MS. SHULER:
Q Whenever your store purchased the gas from Mr. Seale, G&S Transports didn't ever deliver that to your stores?
A Maybe once or...
Q Okay. So they have delivered fuel G&S Transport has delivered fuel for one of your companies in the past, right?
A Yeah, but it's JH Seale, you know. The deal was JH Seale. We don't know how the G&S. We just see the trucks parking outside. They say JH Seale

shortened the trucking you know, just, that's that it was.

Q Okay, so you would pay JHC for the fuel?

A Yeah.

Q You never paid G&S Transport for delivering the fuel?

A No, that's between G&S and JH Seale, no.

MS. SHULER: I have no further questions, Your Honor.

THE COURT: Any redirect?

MS. BARR: Just a couple, Judge.

REDIRECT EXAMINATION

BY MS. BARR:

Q Sir, just a couple of quick questions, okay, then we're gonna let you go. You talked about Mr. Rishmawi either paying debts for you or paying the mortgage payment for a couple of months. Ms. Shuler asked you about that and you acknowledge that Mr. Rishmawi paid the mortgage to Mr. Gaddy for the business for a couple of months?

A Yes.

Q All right. Did you all pay him back for the mortgage payments that he made on your behalf? Did you pay Mr. Rishmawi?

A Yeah, uh-huh, yes.

Q So you, the business, you -- neither you, your brother, or the business owed Mr. Rishmawi any money for the mortgage payments that he initially made to Mr. Gaddy for you?
A No.
Q Okay, all right. And you testified previously that you've known Mr. Rishmawi for a long time?
A Yes.
Q The first time you knew Mr. Gaddy was when you all went to purchase the Exxon in Lake City? Is that the first time you met with him?
A Met who?
Q Mr. Gaddy?
A Yeah, by Mr. Issa, we don't know Mr. Gaddy.
Q You didn't know him, he wasn't a friend of yours?
A No?
Q He was just somebody you bought a store from?
A Yes.
Q Okay. So when you are deciding to purchase the business who are you relying on? Whose counsel are you seeking? Who are you looking to kind of help guide you through that process?
A I say Mr. Issa.
Q You're looking for Mr. Rishmawi to guide you and your brother through that process?

A Yeah.
Q Okay. Other than this purchase of Lake City Exxon and operating Little Fisher that you leased from Mr. Rishmawi, did you and your brother have any other experience in the convenience store business?
A Yes.
Q Okay, you did have prior experience?
A Yeah. When we bought Lake City Exxon?
Q Yes, sir.
A Yeah.
Q Did you have any experience before you bought ---
A Yeah, we had another convenience store, yeah.
Q No, I mean before you purchased the Lake City Exxon from Mr. Gaddy in January of 2009, did you have any other experience in the convenience store business?
A Yes.
Q Where? From where?
A We got a store in Benedict, South Carolina.
Q Okay. You told me that you and your brother have paid Mr. Rishmawi all the money that you owe him for the mortgage payment. What about any money that he paid on your behalf or gave to you for repairs on improvements to Lake City Exxon store, have y'all paid that back?

A Yeah.
Q Don't owe him anymore money for improvements?
A No.
Q Were you aware that Mr. Rishmawi was receiving money each month from Mr. Gaddy after you purchased the ---
A Did I know?
Q Yes, did you know?
A No.
Q When is the first time you learned about that?
A Yesterday.
Q Yesterday was the first time?
A (No verbal response.)
Q Is that a yes?
A Yes.
Q And when you and your brother went to Mr. Gaddy and said you all wanted a deed to the store, did he sign the deed?
A Yes.
Q He gave you the deed?
A Yeah, we did the closing here.
Q That's all the questions I have. Thank you, sir.
THE COURT: Any recross?
MS. SHULER: Nothing further from the Defense, Your Honor.

MR. SABB: And Your Honor, for purposes of the record, the deposition was taken on April the 5th of 2013 at Mr., attorney Sam Floyd's office here in Kingstree, South Carolina. We would ask to go to page 3 of the deposition. I will read the question beginning at Line 10.

BY MR. SABB:

Q And the question is: And who are the shareholders of Dollar and More, Incorporated?

A My wife and my kids.

Q What are their names?

A Betty Rishmawi, my wife, and George, my son. My other kids have, but I never did divide the shares between anybody. I don't own Dollar and More.

Q I under-- I don't understand what you're saying.

A I don't own the Dollar and More.

Q You don't have any shareholder interest?

A No, ma'am, I'm just an acting agent.

Q All right, sir, if you will go to page 7. My question will begin at line 5 and the answer at line 14 and then we'll go to another page after that. "Now by agreement we designated the location in which we are now sitting as a location of the deposition so I didn't read that out loud because that changed since the notice of deposition was

generated. Your attorney responded to the two notices of deposition by indicating that you would be designated by both corporations to be the witness for Dollar and More, Incorporated, as well as G&S Transport, LLC."

A Yes, ma'am.

Q If you will please go to page 8. We begin with line -- let me just doublecheck. We will begin with line 5 but let me have you please go to line page 9 for just a moment. Page 9, line 23, the last sentence to your answer. By agreement we've agreed to just leave that out. And I'll try to help you when you get there just in case.

A All right.

Q Page 8, line 5 begins my question. "Now we have received the notice of the deposition for Dollar and More, Incorporated. Have you had time to recollect the names of the properties that Dollar and More, Incorporated owns?"

A "If you don't need addresses I can tell you this is what I was trying to tell you. I know the names but I can't give you full information as if you're asking me where is this. I know it, it's in Kingstree, but I don't know the address for Kingstree. I did not say I was denying owning this.

I told you I do own as Dollar and More property in South Carolina."

Q "Would you tell us what do you know that would be responsive to the question?"

A "Yes, ma'am. I have a church lease in Kingstree on Highway 52. I have a gas store in Coward, and I can give you the address on that because I have it. It's 3506 US Highway 52 and that's in Coward."

Q "What's the name of that property?"

A "Southside Plaza, Inc. It's really LLC there."

Q "Prior to today, I understood that the name of the gas store in Coward was called Coward's Truck Stop."

A "It is, but it's Southside Plaza, LLC, doing business as Coward Truck Stop. The legal name is Southside Plaza, LLC."

Q "I think that what you just told me is number one, a church leased in Kingstree?"

A Uh-huh.

Q "And number two, Coward Truck Stop that has a corporate name of Southside Plaza, LLC?"

A Yes, ma'am.

Q All right. What else?

A "That's two owners. That's an LLC between two corporations."

Q "What are the names of the two corporations for Coward's Truck Stop?"
A "Southside and Dollar and More. Then I own Little Fisher and this is strictly Dollar and More. And I already mentioned that in the first question you asked. But the address on this one is 2105 Half East Myrtle Beach Highway, Hemingway. I did buy that property two years ago and it's mine. There's no store on it now. I'm building a new one. That gives you all and we own a lot of one half acres on Highway 52 and I don't have the address on that."
Q Okay, good. Finish that one. "It is in Coward?"
A "It is in Coward."
Q Okay, good. Now if we can just go to the next page please, and which is page 10. And I will start my question at line 3. "I believe that before the break you were telling us that you have a vacant lot that is an acre-and-a-half in Coward on Highway 52?"
A "Yes."
Q "What else?"
A "And we have G&S Transport Corporation and my corporation owns half of that. It's a partner with another corporation."
Q "Who is the other corporation?"
A "GAC Corporation, GAC Investments."

Q "GAC Investments?"
A "Yes, ma'am. The same thing with Southside. The Southside Plaza has two corporations. I own half of it and GAC Investments owns the other half."
Q "Are you telling us that you own one half of G&S Transports, LLC?"
A "Yes, ma'am, I do."
Q "And that the partner in G&S Transports, LLC, is GAC Investments?"
A "Yes, ma'am."
Q "Who controls GAC Investments?"
A "His name is Saher Rishmawi."
Q "Would you spell that for us."
A "S-A-H-E-R, the same last name. You should know by now. It's easy once you remember it one time."
Q "It's true once I heard it one time I had it."
A "Yes, that's right."
Q "When did you create G&S Transport, LLC?"
A "Probably actually not too long ago. Maybe six or seven months or something like that."
Q "That was in 2012?"
A "Yes, ma'am."
Q "What is the business of G&S Transports, LLC?"
A "We haul fuel."
Q "Okay. Now if you'll go with me to page 14.

These are the last lines I believe. We'll start with line 2 and we'll go through line 24. "Does Dollar and More transact business in any place other than Coward which is called Coward's Truck Stop, Little Fisher, and Hemingway?"

A "You're asking if I conduct anymore business than those?"

Q "I'm asking you does Dollar and More."

A "We are half owners of G&S, and I stated that we are half owners of the Southside. And we are full owners of Betty's Quik Stop and Little Fisher and we own that property in Kingstree."

Q "Do you have any other convenience stores other than the Little Fisher and Betty's and Coward?"

A "Not right now, no, ma'am, I don't. I had George's Truck Stop in Kingstree, but I sold that two years ago, but that's before any questions on this issue anyway."

Q "When do you project that Little Fisher will be reopening with the new building?"

A "Ten days to two weeks maybe."

Q "When did you close it for renovations?"

A "June of last year. I didn't close it. I actually tore the building up."

Q Final question: "Who operates G&S Transports,

LLC?"
A "Dollar and More and GAC."
Q Thank you, sir.
MR. SABB: Thank you, Your Honor.
THE COURT: Ms. Shuler, is there any areas of the deposition that you want to have published?
MS. SHULER: No, Your Honor.
THE COURT: All right, you may step down.
Mr. Sabb.
MR. SABB: Judge, if Your Honor please, the plaintiff would rest its case at this time.
THE COURT: All right, thank you.
Ladies and gentlemen, we have a few matters of law to take up with the attorneys. If you will please go back to your jury room for just a few minutes. Please do not discuss anything about the case.
(WHEREUPON, the jury was removed from the courtroom at 11:08 a.m.)
THE COURT: Mr. Sabb, Ms. Barr.
MR. SABB: We'd love to ask for directed verdict on the issues as relates to our claim against Mr. Rishmawi, but that would be the only thing that we would hesitantly ask the Court to consider.

THE COURT: Ms. Shuler.

MS. SHULER: Thank you, Your Honor, may it please the Court. At this time I would move to dismiss the claims against George Issa Rishmawi individually and Dollar and More. There's been no evidence or testimony in the record that Mr. George Rishmawi benefited in any way, this is a quantum meruit case. And of course, Your Honor is aware that you have to prove that a party has benefited ---

THE COURT: Wouldn't getting a free tank of gas be a benefit?

MS. SHULER: To Mr. Rishmawi individually?

THE COURT: Uh-huh.

MS. SHULER: Your Honor, the testimony that was just read into the record from his deposition states that he didn't have any ownership interest in any of those corporations so how would he benefit individually if he has no ownership interest in those corporations. In addition, there's been no testimony that those corporations had received the benefit of the gasoline either. So there's no evidence, no testimony in the record that would indicate that either. Mr. Rishmawi ---

THE COURT: Well, did the gasoline just

vanish? What happened to the gasoline?

MS. SHULER: Your Honor, that's a good question.

THE COURT: I mean, his trucks picked it up. What happened to it after that? Wouldn't it have been his responsibility to -- but what I guess for sake of right now I will deny your motion. I'm gonna deny your motion and let you proceed.

MS. SHULER: Your Honor, we would also move for directed verdict at this time based upon there's been no evidence or testimony in the record that any of the remaining parties, Mr. Issa George Rishmawi, G&S Transport, LLC, or Dollar and More benefited in any way from the load of gasoline. Quantum meruit requires there be a benefit conferred upon the defendant by the plaintiff. There's been no evidence or testimony submitted that any of those parties benefited in any way, especially Mr. George Issa Rishmawi and Dollar and More, Inc. There's been no evidence of testimony that those two parties, especially, benefited any way. There's been no evidence or testimony that G&S Transport benefited in any way.

THE COURT: Ms. Barr.

MS. BARR: Judge, and I think we

stipulated earlier, perhaps not on the record.

THE COURT: Mr. George would be out.

MS. BARR: Correct, Issa would be out. So we certainly would not have any objection to that. Your Honor, we would, however, take exception to the remaining parties as is previously read into the record and now is part of the evidence in the case. Mr. George Rishmawi, Issa George Rishmawi, testified in his deposition that G&S Transports, LLC, is in the business of hauling fuel. He also testified it's also part of the evidence in this case that G&S Transports, LLC, is operated by Dollar and More and, Judge, you notice that throughout the left portions of the deposition, the portions that were read into the record, Mr. Rishmawi repeatedly uses phrase like I bought or I own or I operated or my corporations own, my corporations operated. When he was asked specifically on page 11 of the transcript again, which is read into the record, when did you create G&S Transports, LLC, his response was probably, actually not too long ago, maybe six or seven months ago, something like that. And so, Judge, we certainly believe that G&S Transports, LLC, as well as Dollar and More Inc., are merely alter egos of this defendant. He repeatedly talked about various

properties and businesses he owns throughout the Pee Dee area, and we believe that they are all essentially the alter ego of Mr. Rishmawi and they should be held jointly and severally liable if the jury finds in favor of the plaintiff.

THE COURT: All right, I'm gonna to respectfully deny your motion, Ms. Shuler and let you proceeds with your defense.

MS. SHULER: Your Honor, can I put one matter on the record?

THE COURT: Yes, ma'am.

MS. SHULER: And thank you, Your Honor. Also read into the record was who are the shareholders of Dollar and Moore, Inc. Mr. Rishmawi responded, my wife and kids. What are their names? Betty Rishmawi, my wife, George, my son. My other kids have but I never divided the shares between anybody. I don't own Dollar and More. So it's clear from the record that he does not own Dollar and More. This is a 30(b)(6) deposition. He was the person that was the most knowledgeable about it, the person designated by the corporation to testify about it. And so, Your Honor, I would respectfully request that you grant the directed verdict, especially in regards to Mr. Issa George Rishmawi

and Dollar and More.

THE COURT: Okay. At this point in time I'm gonna deny it. You can renew it at the end of all the testimony. Y'all need a few minutes before we start or you want to just bring the jury back in?

MS. SHULER: If we may have just a few moments, Your Honor.

THE COURT: All right, very good.

(WHEREUPON, a recess was taken from the proceedings.).

(WHEREUPON, the jury was returned to the courtroom at approximately 11:24 a.m., and the following proceedings commenced in open court.)

THE COURT: Is Defense ready to proceed? Ms. Shuler, ready to proceed?

MS. SHULER: Yes, Your Honor.

THE COURT: You may call your first witness.

MS. SHULER: At this time I call George Rishmawi, Issa George Rishmawi.

THE COURT: Come forward please and be sworn.

WHEREUPON,

GEORGE RISHMAWI,

having been duly sworn by the Clerk, testified as follows:

THE CLERK: Please step around to the witness box.

DIRECT EXAMINATION

BY MS. SHULER:

Q Mr. Rishmawi, if you'll state your full name for the record please.

A Issa Rishmawi.

Q And Mr. Rishmawi, what do you do for a living?

A I do business with convenience stores. I open, I sell them, I close them, I do whatever necessary to do business with them.

Q How long have you been in that line of work?

A Ever since I remember, since 1980 something.

Q When did you come -- are you from the United States?

A Well, I can say I am now because I've been here for 49 years today. So I came here when I was 19 years old.

Q Where were you born?

A In Bethlehem.

Q And you moved here when?

A 1969, September 9th, the same day as today. This is my anniversary.

Q And you've been working in the United States since that time?
A I went to college for the first four years and then I started business. It's a little bit more profitable that working for people.
Q Where did you go to college?
A In Spokane, Washington.
Q What school?
A It's a real good school. It's a Presbyterian College. It's a private one.
Q Do you, are you married?
A Yes, ma'am.
Q What's your wife's name?
A Betty.
Q Do you have any children?
A I have four.
Q Okay. And what are your children's names?
A I have two boys and two girls: George and Johnny, and I have two girls, Candy and Deanne.
Q And you have a handful of grandchildren too; don't you?
A I got three now and two more on the way so it's time, it's coming.
Q You've been in the convenience store business for how long?

A Probably since 1975, '74.
Q So for about 40 years?
A Almost, yes, ma'am.
Q Do you have any ownership interest in any corporations?
A No, ma'am, I don't. I don't expect myself to live too long so I keep things in my wife and kids' name as much as I can. I don't think they're gonna throw me away; I think they'll keep me around. So I'm not interested what they do legally; this is fine.
Q What corporations do your family members have ownership interest in?
A We own Dollar and More, Inc., which is an incorporated business. It's not an LLC. It's an incorporated which means it's a small corporation what they call larger corporations which means you can have it in your family within three, four people. These three or four people decide what they want to do with it. They designate who is their agent. They designate who is the president. They designate who the vice president and whoever can conduct the business in that name.
Q Okay. What's the name of the businesses that your family has ownership interest in?

A. As of today or as of the time of the court?
Q. As of today.
A. As of today. As of today Dollar and More only owns -- well, we don't own, we receive payments. We sold it. There's a church in Kingstree here; it's Word of God Church. And we sold it to the church because we were planning to do something with it, but then a preacher in Kingstree approached me and he says I'd like to put my church in there. I told him if you want it you can have it so I sold it to him. At the time that was probably eight, nine years ago. And that stayed like that so it's almost paid for, maybe a third of it. So actually we still own it till he finish paying. And I own Little Fisher Store which is a newly remodeled store. We put up a new building just in the last two years, and we have a beautiful store. And we also have ownership in two other stores or two other businesses which is Southside and G&S Transport Corporation.
Q. When you say "we" who are you talking about?
A. My family.
Q. All right.
A. Dollar and More, excuse me, because they designate me to talk to them and to talk on their

behalf on all the tax issues and all the legal issue; and any time something comes up I have to take care of it. If there's a need to bring any of my family in here there's no problem with that.

Q So Dollar and More has designated you as their agent; is that right?

A I've been designated as the agent since they built the corporation, yes, ma'am.

Q So whenever you say "we," it's because you are ---

A I speak with Dollar and More because I speak about it all the time. I say I just an old man. Just like anybody who thinks he owns it but really he don't it. By law the kids own that stuff.

Q So you don't have any ownership interest in Dollar and More individually?

A As shares I do not.

Q Okay. And whenever your business relationship was going on with Mr. Gaddy you didn't own any ownership interest in Dollar and More at that time either, did you?

A No, I never did, ma'am. I never did from the start of the corporation from 2004, October 2004.

Q Do you get paid to act as the agent for Dollar and Moore, Incorporated?

A I was on the taxes of the corporation been done every year.
Q Okay, you don't get paid now but you did?
A No, I'm actually retired. I'm not supposed to work so I have all the time you want me to do I want I can do.
Q Let's talk about the Lake City Exxon Station. You're familiar with the Lake City Exxon Station, right?
A Yes, ma'am.
Q How did you come to find out that that's -- did you at some point in time know that that store was available for purchase?
A If you will please, I can tell you the story and then you can try to ---
Q Well, if you'll answer my question.
A I did not know nothing about it.
Q Okay. How did you -- at some point in time did you come to find out that it was available for sale?
A Yes, ma'am.
Q How did you find out that it became available?
A Mr. Gaddy came to my store in Kingstree. I owned a store in Kingstree. At the time he came with Mr. Brown, a real estate agent, and he told me he wanted to see me. I didn't even know Mr. Gaddy.

That's the first time I ever met him, which was end of 2009, maybe the last three months, maybe in September. And he asked me if I was interested in buying that store. I exactly told him I'm always interested in buying something that is a good business but I'd like to know what you might want for it. So he answered me as such, he said we're looking for a million dollars for it.

Q Okay, so he told you that the asking price for his Gaddy Convenience Station, which is now Lake City Exxon, was a million dollars?

A Yes, ma'am.

Q Did you believe it was worth a million dollars?

A No, ma'am, I didn't believe anything in Lake City is worth a million dollars.

Q Why didn't you think it was worth a million dollars?

A Well, the store when I went to see it, the lot is very small. There's no room for parking, the pumps were raggedy, the store didn't have nothing in it, the coolers were hand filled coolers, you know, like the one that Pepsi Cola give you. It wasn't a store as of the meaning of a convenience store these days. I mean, these days a convenience store has to look better than a regular grocery store because that's

the only reason you can do business. You got to be clean, you got to be efficient, you got to be, you now, straight up with the people and you got to have enough goods for them to come in. If you don't have it, you don't get it.

Q So you believe that the store needed repairs; is that right?

A I believe all of us did, and not just me. I mean, the people that would be interested in it, the people that selling it, they knew it needed some repairs.

Q So did you meet with Mr. Gaddy again after he saw the store?

A I never contacted Mr. Gaddy myself. Mr. Gaddy send me a word with a man called Larry Dennis that he has coffee with in the morning. He told me Mr. Gaddy would work with you on the price.

Q Okay, so did you ---

A And I told him that maximum that store will get is five hundred thousand dollars, and the only reason it would get that is because there was an offer on the table for the BP Store that's across the street from it to be sold for a million dollars to Walgreens. And he says, just my lot is worth a million dollars. I told him, well, you can keep it,

build whatever you want on it, it's not good for us.
Q Okay.
A But we're willing to pay five hundred thousand dollars for it.
Q Who was willing to pay five hundred thousand dollars for it?
A The Abuaita brothers because I have discussed it with them and I told them the store, if you fix it and you pay up to five hundred thousand dollars for it, it's not gonna be too bad, it will bring the money back in less than two years.
Q What was the agreement as you understood it, the purchase price and what would your role be in that, if any?
A Okay. When me and Mr. Gaddy spoke about this deal he said, I'll go for five hundred thousand dollars. I told him we'll go with five hundred thousand dollars but this store needs at least three good months to work so what are you willing to offer in order to do that somebody, me, or anybody else. He says what you think? I told him I think fifty thousand dollars for somebody to do all the work in the store as services for Gaddy to make sure that store, that store sells, that would be worth it. If you don't think it's worth it we don't have a deal.

Q So the agreement was that somebody needed to do some work, in exchange for that work Mr. Gaddy would pay 50,000-dollars?
A All -- we're not talking about work that he has to pay for any work. He has to pay me $50,000 to get the proper people to bring the store up to the point it can sell for 500,000.
Q So he was paying you for your services as a con-- as a person in ---
A Whatever you want to call it. I mean, he call it something, I call it something. This is my business. I take old stores, I renovate them, and I charge people for doing it if they want to keep the store. If they want to sell the store, that's fine; they pay me, they sell the store. So that's what the agreement was. But Mr. Gaddy said, I don't have no money to pay you. I told him, okay, then my people, I trust them, they will make the payment to you every day. If they don't, I will, and you will get all your money. In the meantime you can pay me every time they pay you ten percent of your payments so you're done in ten years so you don't have to lose or gain anything; you get your money and I get mine. It's that simple.
Q Were you getting a real estate commission?

A I'm not a real estate salesman. I'm not paying no commission. That was services I had to rent it for that store to make it even saleable, even somebody to open the door.

Q You bought and sold property over your lifetime; have you not?

A Yes, ma'am.

Q Are you familiar when a real estate commission is typically paid?

A I understand everything should be paid up in the front because most of the time when you do something somebody can tell you I don't want to pay.

Q Okay. So typically a real estate commission is paid upfront, right?

A I'm not, I mean, I really, I can't answer that because when I buy I always pay for the stuff so I don't know if the real estate get his or the broker gets his or whatever. That's -- I never was in real estate.

Q What improvements did you assist the Abuaita brothers in making on that Lake City Exxon Store?

A Okay. I think it's been mentioned in all the figures before, the canopy had to be redone, the Exxon name, because Exxon would not give them the name if they don't do the canopy in their name. Now

the deal with Exxon, this goes in step by step so if you all will understand the way this goes. If you want to brand the store, which means put a brand name on the store, you have to go to the company that you want to name the store after, which is Exxon, Shell, Maritime, anybody. You make an agreement with them. They agree with that they will support you to open the store. In the meantime, they get all your credit card sales and they get the canopy in their name and the sign in their name and they control the price on their pump. So in order to do that I had to get in touch with Exxon people which is JH Seale which is the same guy that still giving me gas every day, and we do give them sometime but we haul it for them. We do not, we haul for JH Seale so we invoice JH Seale. We don't invoice them. So there's no direct relation between us and them. He has to buy from Seales; he can't buy nobody else. He had to buy Exxon only. He can't buy -- see, the gas is two types, one branded, one unbranded. If you buy branded you only buy your brand. If you're unbranded you buy from anybody you want; it's not a problem.

So once I got that deal they agreed to give him 70,000-dollars. 35,000-dollars to pay for the

canopy and the sign, and that's what the check that they were talking about that we gave to the people that did the Exxon work, which means the man that did the canopy and the man that put the pumps, the names on the pumps. All that cost extra money. That check was designated for that. The other check was sent to them I have after one year or six months or something, I was not even involved then. I was gone with that issue. Then we feel that the coolers were out of shape so we did the coolers in the store.

Q Who put the coolers in?

A Was then bigger from here to there. Those people are saying that's all the places you have for business. What we did, we pumped it out and we put more bathrooms in the back for the public. We put private bathrooms. We did the storage room and we build one cooler all around the store.

Q Who put those coolers in?

A Dixon Refrigeration.

Q And so y'all added on to the back of the store was what you were saying? Putting in bathrooms and storage into the back of the store?

A Yes, ma'am.

Q Who did that work?

A TRACO, it's a construction company.
Q Who put the Abuaita Brothers in touch with TRACO?
A I don't think they even talked to them. I did all the talking. I sent everybody there to do whatever needed to be done. I was in the store with them for the first three months to make sure that store starts and get ready and open. I don't know if they have enough experience with construction people. You have to hound them to get an electrician over there. You can't just call them and say, okay, let's do it, and they do it. I mean, in South Carolina you need to have no gall bladder at all to get something done. You have to be pushy all the time.
Q Who put the Abuaita Brothers in touch with the cooler company?
A I did.
Q Okay. Did you deal with the cooler people or did the brother, Abuaita Brothers deal with the people?
A No, I dealt with everybody that did all that work in that store.
Q Who put in the new dispensers?
A MECO of Florence.
Q Who dealt with MECO?
A I did.

Q Why were you dealing with TRACO, MECO, and Dixon?
A Well, the experience of my friends and my cousins -- I mean, I call them my cousins because we're from the same area over there. We were all -- I knew them from when they were born, all of them. I know their daddy, I know everybody. I really didn't think they know enough and how to do things with the right price because I've done it all my life. I know how to handle construction people and Dixon Refrigeration put up 20 refrigerators for me in the past two years. I know I can get them to do the right thing.
Q How many hours did you spend working in the store getting it up and ready to run?
A I believe we stayed there at least four hours a day for the first three months to get it ready.
Q How long did it take you and the brothers to get the store ready to open to the public?
A I really can't remember exact dates but I know it's more than two months. Maybe a week before or week after, but it was, I mean, it was a lengthy period of time 'cause we actually started all over, new. All we used was outside walls.
Q Did you ever loan them any money? Did you ever loan the Abuaita brothers any money?

A Well, I didn't really call it loaning. I was just paying for my people because I brought all the construction people in and they work and they want to get paid and they did not have no money, no income. So I paid all these people to finish the work; otherwise, they wouldn't have finished it and they just paid me back as they get the money after they start working.

Q Do you know approximately how much money you spent of your own money paying the bills during the renovation ---

A I believe all the -- I believe all the improvements that we did you can probably mark them down and I can tell you almost a round dollar figure. We have 70,000-dollars for MECO. We have 20,000-dollars for Dixon, about 18,000-dollars for TRACO, and you have maybe 30, 32 or 33 for the canopy and sign, electric sign that they had Dixon put in the facing on. And a lot of other little small things but they were paying for that, you know. I only handled the big things.

Q So that was 70,000-dollars to MECO?

A Yeah, maybe 69 something, but 70,000, close enough.

Q 20,000-dollars to TRACO?

A Maybe 18 or 19. I don't think it was quite 20. I can't remember that far.
Q How much were the coolers?
A Close to 20,000-dollars.
Q And 32,000-dollars was for what?
A For the canopy and for the sign. I paid the canopy guy first; and when we got the check from Exxon, they gave it to me.
Q So you expended time and money in the store; is that right?
A Yes, ma'am, I did.
Q Now, of course, the Abuaita Brothers have reimbursed you for the money put into the store; is that right?
A Yes, ma'am.
Q What was your understanding with Mr. Gaddy as to how you would get paid for the time and money that you put into the store?
A Well, Mr. Gaddy said we do what we have to do to get the store sold because the people would not buy the store if they don't have the support to open 'cause they were just -- I mean, they took it, for three months they couldn't do anything with it. Somebody had to do something, I mean, you know. And that's the agreement we did between me and him and

it was not anything -- I told him I would support those guys and this is my price, if you're willing to pay it I'm, I sell your store for five hundred thousand dollars and you can get the money you want to get.

Q And was that a real estate commission?

A I no real-- I wasn't a real estate agent. I was -- actually I was buying the store; but instead of me putting it in my name I turn around and put it in their name. I just told them we can put in their name 'cause I guarantee the payments for Mr. Gaddy for the whole store anyway, you know. I didn't guarantee him just 450,000. I guaranteed him he get five hundred thousand dollars plus interest for ten years.

Q Are you familiar with the business as it's running now in Lake City Exxon store?

A I believe the Lake City Exxon store in my judgment as a store and I know how they run it, probably between gas and groceries and beer and cigarettes, I think they do better than 300,000-dollars a month. And I believe they do maybe, I mean, the lottery I can see the figures because the lottery state people give us the figures on a piece of paper for the number one or number two

stores. I think they were doing over a million dollars a year in lottery. At seven percent commission that's 70,000-dollars just from the lottery alone.

Q Okay. So whenever the was sold was it operating at the time?

A No, ma'am, the store was closed.

Q And you testified earlier that you're in the business of buying the closed stores and getting them up and running again; is that right?

A I mean, it's just a hobby. I am, I like to do that; it's a challenge.

Q And so your role was to get the store where it can operate and make the mortgage payments each month; is that right?

A Of course, if you don't do that you're buying a losing business. I mean, if you buy something for a hundred thousand you can only make a dollar out of it, you can't make the payment. You got to buy it for the right price, operate it the right way, and get the right money for it so you can make the payment. Otherwise, Mr. Gaddy would have had the store back again in two months after they bought it because they wouldn't sell anything.

Q Did Mr. Gaddy make payments to you on that fifty

thousand dollars?
A Yes, ma'am, he did. He used to give me 518-dollars. After he gets his check from those people he would give me my money. He did that for maybe two-and-a-half years, maybe two and nine months. And ---
Q How would he give you that money?
A He brings in cash every time.
Q Do you know why he was giving you cash?
A No, ma'am, that's what he wants to do. For me it was a payment anyway; it didn't make any difference. Everything I get I always deposit in a corporation and I declare it on my taxes regardless who it come from.
Q How would you get the money from him?
A He actually lived two blocks down from me so I can just on my way home I stop by his garage. He tell me the money is on the garage door. I go there and I find an envelope taped on the outside garage door like this with 518-dollars in it.
Q And he did that from the year that the store sold?
A Yes, ma'am.
Q Is that right?
A From the first payment he did, he did that.

Q Until May of 2012?
A I don't even think it's May. I'm not quite sure. I was actually going to go to marry my daughter overseas and I told him I'm going, if he can give me a couple of months in advance. He said, I'll see you when you get back, so I said okay.
Q How long did you stay gone?
A Forty days.
Q Do you know when your daughter got married?
A In June sometime of that year.
Q Okay, so was it in June?
A I think in May I asked him for a couple of payments, and I don't know if he paid me or not; but I think he told me -- I traveled in July because my wife left in June ahead of me and we can't all leave the store at the same time so I stayed working. She was there a month ahead. The only two weeks we stayed together over there is the two weeks of the, you know, the ceremony and all that stuff. But she came back and I stayed over there.
Q So you think the last payment was made was July of 2012?
A No, ma'am. No, it wasn't -- July wasn't made. I know July wasn't made 'cause I asked for it and I never got it.

Q So you did not get paid in July?
A Either July or, I mean, or June. I can't really remember for sure.
Q So you think June or July was the last time that -- that May was the last time you received payment?
A In May I did receive the money, I know that, but I don't know June or July.
Q Okay. What did you ask Mr. Gaddy about the payments to you whenever you returned from marrying off your daughter?
A He told me my attorney advised me that ---
Q Well, I don't -- you don't have to say what he said but did you ask him about it?
A Yes, ma'am, I actually -- I asked him the next week I came back. A lot of times he told me, he said, Mr. Gaddy, his wife was sick and he would be in Myrtle Beach and I really didn't want to pressure him so I called him, leave him a message most of the time. I know when he feels like answering he would eventually he would answer it.
Q Did he ever indicate to you that he wasn't going to pay you?
A He did the last time I spoke to him.
Q Okay. And as result of that what did you do?
A I didn't really do anything. There was nothing I

could do.
Q Did you give him some time to change his mind?
A I asked him maybe two or three times after that.
Q And what ---
A We met actually in his office to talk about it. He said, my attorney say I can't pay you.
MR. SABB: Objection, Your Honor.
THE COURT: Sustained, hearsay.
BY MS. SHULER:
Q As a result of your conversation with him what did he lead you to believe?
A He led me to believe that he wasn't going to pay me another penny.
Q Okay. How long did you give him to get straight with you?
A I really didn't even argue with him. There was no sense in arguing 'cause he sat on his mind and the only way I could get it is if I beat him up and I did not what to do that. I mean, I'm not in business to do that.
Q So as a result of him not paying you what did you do?
A Well, he tried to sue us for this load of gasoline that he says that our drivers picked up. We paid him all the way, even after June for, even

in July we was still doing business with him. And he said that, well, I'm not gonna pay you. I'm like, come on, what you want to me to do, there's nothing I can do, I mean. But he said that I did not pay him for that gas. I really don't have any recollection for that gas where it went. I mean it's labeled that it's Gaddy Oil; it's shipped to Gaddy Oil. We do some hauling for Gaddy Oil, but I don't -- as a person myself I was never asked to dig where the gas went. They just assumed it went to us. And if they can show me which gas station got it, if it's mine I'll pay for it; but I don't believe it came to my stores. I never did get an invoice from Mr. Gaddy for it.

Q You were here yesterday whenever Mr. Gaddy testified, right?

A Yes, ma'am.

Q And during that questioning Mr. Gaddy said that we have two loads of gas or something alone those lines and we're not gonna pay you for that. Did you make that statement to him?

A I never did that.

Q Did you make any statement along those lines to him?

A I never even spoke with Mr. Gaddy after he said

Q And what did, did MECO do work at the Lake City Exxon Store?
A Yes, ma'am, they did. According to this quotation they replaced all four pumps and they replaced all the fiber lines because the lines were old, they had to be replaced. And they opened the store and they put the new roofing system in there. And they downloaded it with a computer and with everything that needs to be done. I mean, it should be all explanatory in the thing. If you want me to read it I can read it.
Q How did the Abuaita Brothers get into contact with MECO?
A Actually they didn't. I carried the quotation with the man George, the agent, and I went to Awni and he says really doesn't get into these things. Awni, his brother, is the one that really handle the financial matters. And he, I told him this is the quotation and that's the best prices these people can give you. Is that good enough for you? He said, yeah, if you think it's good let it go.
Q Did you get a good price for the work from MECO?
A I think it was at least 20 percent cheaper than what it is 'cause they, I mean, they really know me good. Like, I just did this store with them like

two years ago. They took four hundred thousand dollars from me for putting six pumps in building the store. I mean, they make their money.

Q And your name was at the top of this quote. That's because you made contact with them?

A Yes, ma'am, I'm the only one that contact MECO in all my stores.

Q And MECO put in dispensers, right?

A Yes.

Q Which ---

A And they put the tanks in if you need them.

Q And that was gas -- that dispensers are gas pumps, right?

A Yes. Dispensers are the gas pumps outside where you push on them to get your gas.

Q And is your testimony today that Mr. Gaddy was paying you for your services and for your money expended in the Lake City Exxon store to get it up and running?

A Well, I'm gonna answer this in a different way. The agreement with me and Mr. Gaddy was he would give me fifty thousand dollars if I get the store presentable and sold for the price of five hundred thousand dollars. And that's what I did. I did not charge him anything for any of the repairs. I did

not charge the Abuaita brothers for any of the repairs. Everything that got done they paid for it from money we generated for in the form of money coming to them so they can operate the store.

Q And how much time did you spend in the store working?

A Like I said, it was like a two months period and I had to followup on everything every day. But I cannot tell you in hours how much hours I worked; there's no way I can do that.

Q Did you ever use any of your line of credit or anything like that during the course of business getting the repairs done for Lake City Exxon?

A I used my own personal money to do that. And until they paid me back, which is not really a loan of credit, it's -- I credited Abuaita, not anybody else. But MECO, when they work they want payment before they leave the site so you can't just tell them, wait, we're gonna give you two thousand dollars here and two thousand dollars there.

Q I have no further questions. Please answer any questions Mr. Sabb may have for you.

A No problem.

THE COURT: Mr. Sabb, cross-examination.

MR. SABB: Thank you, Your Honor, may it

Q That's right. We had to get the perfect price, right?
A That's right, me and Abuaita.
Q That's right? You came into this to negotiate on behalf of the Abuaita brothers?
A No, sir, that wasn't the case. The case was ---
Q Well, ---
A I negotiated that deal with Mr. Gaddy and I give him the offer as me buying the store, whether they bought it or not. I would buy it, but they said they're interested so I told them you have this ready for you on the table.
Q And that's another point and I guess I'm gonna fast forward to it, you were interested?
A Of course, I was.
Q Right. And the reason why it was easy for you to sign the guarantee is because if the Abuaita brothers didn't pay, you could buy it for the same five hundred thousand dollars?
A No, I just finished the papers. That's how it go.
Q Well, no, that's not how it go. You wouldn't pay five hundred dollars and get nothing in return, would you?
A No, sir, the price of it was 450,000. He and Mr.

Gaddy ---

Q Show me single, solitary piece of paper that says the price is 450,000 dollars.

A I understand.

MS. SHULER: Objection, Your Honor.

THE COURT: Overruled.

THE WITNESS: I understand that.

BY MR. SABB:

Q The price was five hundred thousand dollars; let's not play games with it now, Mr. ---

A No, no, it's not games. The price of it that agreed with Mr. Gaddy on our agreement was 450,000 to go to him and fifty thousand dollars to go to me providing we get the deal going, and the deal went and the people offered us the five hundred thousand dollars and we finished the deal.

Q Show me a single solitary piece of paper that says that.

A Okay. I cannot show you that but I ---

Q Because it doesn't exist.

A Well ---

MS. SHULER: Your Honor, objection. Can my client finish his ---

THE COURT: Yeah, let him finish his sentence.

MR. SABB: I apologize, Judge.

THE WITNESS: The only reason this doesn't, didn't have no piece of paper is just like the same thing that Mr. Gaddy said about verbal agreement with him to get gas from me, and that's why we did business on a handshake basis. So that's not enough for these days, it's okay, that's -- it's a commitment we had to do.

BY MR. SABB:

Q No, sir.

A Okay.

Q What happened was you gained his trust and confidence back in 2009; didn't you?

A I didn't know the man; he came to me.

Q You gained his trust and confidence so much until in 2010 you started using his line of credit; didn't you?

A To tell you the truth, sir, I think he asked me to do that. I did not ask him to do that.

Q Okay.

A I never went to him to do that. He said I still have relations with TransMontaigne, if you are interested let me make a couple of dollars I'll let you pull off my line of credit. I really didn't need that.

Q I see.
A I had six line of credits with six different companies.
Q Okay, you know, I was curious about why when Mr. Gaddy made fifty dollars one month and then he made 270-dollars another month, I was wondering why you all were emphasizing that so much. So let me get -- make sure I'm clear. So he wanted to -- you to use his credit?
A Yes, sir.
Q So that he could make -- I think he made 50-dollars one month, 270-dollars another month. How much money do you think he made in toto by letting you use his credit?
A The verbal agreement with us was ---
Q Would you answer my question please. I don't mind you explaining.
A I'm gonna lead to that if you don't mind. The verbal agreement was we pay him a dollar a gallon. So if you look at all the sites, you look at the gallons you'll see a dollar against the gallon exactly the same. And we deposit that money for him every time we had bought a load from him.
Q A dollar a gallon?
A Yes, sir.

Q You paid Mr. Gaddy a dollar a gallon?
A We paid him -- we paid him like 80, 90-dollars. I mean, not dollars a gallons, I'm sorry, I -- I meant that I had to pay him -- if it's 33,000-dollars it's like 8,000 gallons we would give him 80-dollars. It's like ten cents a gallon. But that's, I mean, it was just simple that we are going to pay him for doing that. I apologize, I made a bad calculation. It's like more ten cents gallon, let's say it this way.
Q Well...
A And you didn't ask me how much the money translated to.
Q Yeah.
A His line of credit would only allow us in ten days to pull a hundred thousand dollars. That's three tankers. It wouldn't allow us to pull no more.
Q Say what now?
A His line of credit allows you to pull three tanks, a hundred thousand dollars worth of fuel. We could not pull more than a hundred thousand on his line of credit until the next time come after ten days and you make the payment, then you can pull again. So in a month time you're allowed to pull,

if you pull everything from him you can probably pull 12 tankers a month. We used to do close to that but not all that all the time. His price wasn't exactly the best not all the time.

Q Whose price wasn't the best?

A TransMontaigne, the one he deals, the company he deals with.

Q So you were doing all of this as a favor to him?

A No ---

Q You could have gotten it cheaper at other place but you just decided---

A No, no. When I did I didn't work for him. I didn't do him a favor. Like I said, when his price is high I would not buy from him, why should I.

Q Okay. So when the price is high -- so he was just one of many business folks that you had and it was all business, he was one of the options that you had to be able to buy fuel from?

A Yes, sir, I had credit with six other companies.

Q All right. And now let's talk about companies for a minute and I guess I'll come back. The companies that are involved in this case, you pretty much run them; don't you?

A I don't ---

Q G&S Transport you pretty much run, right?

A Well, I'm not gonna call it exactly run. As I explained, in the declaration of our corporation I'm the acting agent. I'll do the advising. The kids pay me for my expertise. They actually run the businesses and they do it. I do not sit on the phone and ask for a tank of gas. I simply give them advice of what they can do.

Q You organized these companies; didn't you, Mr. Rishmawi?

A Yes, I did.

Q And you organized them in somebody else's name for several reasons; isn't that right?

A Not really, just for reason that I want to share with my kids, I want them to be with me. I don't want them to be out lost in the world so I give them a business. When they feel like they own a business they will work for it.

Q So it's nothing for you, everything for your children at this point?

A I did not say that. My wife owns fifty of that corporation.

Q Your children and your wife?

A Yes, sir. I said my wife. My wife is with me, and she can handle everything else. I don't need to own myself.

Q All right. So several businesses own that you're involved in, but you don't own them, your family does?
A I'm the acting agent of Dollar and More which owns portions of a lot of businesses out there.
Q Right.
A Part of the businesses my wife owns as a shareholder fifty percent of that and the rest belong to my kids, and I am the acting agent. This is how designated in the estate?
Q And when you met with Mr. Gaddy about the companies using his line of credit, did you explain to him that Dollar and More, that my wife, my children own everything?
A I did, and I told him that he would have to deal with the man that's handling the dispatch, Saher, my cousin that's over there in the other store. I don't know the prices. I never made the holdings. I never got the faxes. They all went to G&S in Coward, which is the center for G&S Oil.
Q So you set it up and then others are involved so at this point you have no idea where those 12,000-gallons of gas that Mr. Gaddy had to pay for went; is that right?
A I don't think they -- I never seen the bill of

lading to be presented to me. I never got his bill. He gets his own mail.
Q Mr. Rishmawi, you didn't pay that bill because you believe that he owes you 30 something thousand dollars?
A No, sir. I paid him three bills after he did not pay me and I can show you that on my own. If you look, he did not pay me in May. He paid me the first of June for the month of May. In the month of June and July I still paid him more than 300,000-dollars worth of material and he knows that.
Q Show me your receipt boo?
A I don't have it. Whatever his bank statement says it's fine. I don't have a receipt book. You can ask ---
Q Can I finish my question?
A Yes, sir.
Q All right. Show me your receipt book that indicates the payments that he made to you?
A I can show you my tax records.
Q All right, show them to me.
A Okay. Next time I'll get them for you.
Q No, sir, there won't be a next time.
A Well you didn't ask me that you were going to ---
Q Well, you were supposed to bring all of those

Q So that's Mr. Gaddy again. So Mr. Gaddy, Mr. Gaddy is the one that asked you about the, to use his line of credit. Mr. Gaddy is one that asked you to not have any paperwork for the fifty thousand dollars that you're getting. Mr. Gaddy is the one that asked you to please take cash rather than checks. And Mr. Gaddy didn't give you a 1099. So all that is on Mr. Gaddy?

A That's true.

Q Okay. Now tell the jury why when you first filed your lawsuit against Mr. Gaddy you claimed that he owed you money for repairs. Explain that to the jury.

A I did not say that, repair for the bills. I already explained that to the people in the deposition that repairs were done by me, and I had to pay contractors to do it. And that was his agreement to do this work for him to get this store saleable. Fifty thousand dollars is hardly gonna touch any repairs that's done. The repairs were done over 150,000.

Q All right.

MR. SABB: May I approach the witness, Your Honor?

THE COURT: You may.

BY MR. SABB:
Q Mr. Rishmawi.
A Yes, sir.
Q You see that this is an answer and a counterclaim?
A Yes, sir.
Q Right. And this answer and counterclaim is sent to Gaddy Oil, Incorporated, the plaintiff.
A Yes, sir.
Q And their attorney, Ms. Gaddy?
A Yes, sir.
Q And of course, it has several pages, right?
A Uh-huh.
Q It says one of five.
A Yes.
Q There's a second defense, right?
A Okay.
Q On page 2. There's a third defense on page 2, right?
A Yes, sir.
Q There's a fourth defense on page 2.
A Okay.
Q Right. And then it says as for a fifth defense by way of counterclaim ---
A Yes, sir.

Q ---a breach of contract. You see that?
A Yes, sir.
Q That's you suing Mr. Gaddy for your money.
A Okay.
Q Now, didn't it say on line 15, which is the third line in this particular answer and counterclaim.
A Yes.
Q It says the gas station business in Lake City needed some repairs and improvements to make the station marketable.
A Right. Right.
Q Mr. Rishmawi provided the funds to make the repairs in the amount of fifty thousand dollars?
A Okay.
Q I mean, no, not okay, that's what ---
A No, I see. I see ---
Q That's what the document says.
A I see what the documents but the repairs in here is the wording of an attorney which I never did -- I mean, you normally did those, you do these things. We have don't have to read the last thing, but my deposition in all the times that we did, I said I never paid the fifty thousand. I said I use my money to pay more than that much money in building that station.

Q Yeah, but what you didn't say is that you got all your money back.
A I did say I got my money back. You just asked me ---
Q You're not owed a dime.
A Do what now?
Q You're not owed a dime relating to any money that you put in this business, ---
A That's not true.
Q ---are you?
A I got my money from the Abuaitas but I didn't get the money from Mr. Gaddy.
Q Tell me one single bill you paid on this repair that Mr. Gaddy owes you reimbursement on, one single bill.
A There's no bill, sir. This again is a gentleman agreement shake, we did it, and we sold the store and if Mr. Gaddy is gonna say that he didn't, that's another problem.
Q Mr. Rishmawi.
A Yes, sir.
Q My question is a specific one.
A Okay.
Q Show me one single repair bill that Mr. Gaddy owes you reimbursement for?

A Well, I cannot show you a bill.
Q 'Cause you don't have one.
A I never did issue one for it because he didn't want me to. He want me to -- he wants to give me my money on the door of the garage. I never chose to do that; he chose to do that. And he would go -- I don't know, he would not bring me the money till he gets paid for that money. He'd get the check on the fifth, sixth in the mail. He would not get to pay me till the 20th. That's the way he wanted to conducts business. You need to ask him, don't ask me.
Q Okay. Now Mr. Rishmawi, did I hear you correctly earlier, sir, when you said that you would have bought this business for five hundred thousand dollars?
A No, sir.
Q You didn't say that?
A No, I said the business was arranged with Mr. Gaddy at 500,000 providing he pay me fifty thousand dollars to get that store marketable because it needs a lot of work. I still say that.
Q Hold on.
A I'm holding on.
Q Did you not say that you were interested in the

business yourself? Did you not say that?
A Of course. I'm still interested in it.
Q And did you not say that you would have bought it for five hundred thousand dollars but the Abuaita brothers wanted to buy it?
A No, I said I offered it to the Abuaitas. They said we'll offer you 500,000. I came to Mr. Gaddy ---
Q Stop.
A Okay.
Q One point. Okay, that's my point. That's my main point.
A Okay.
Q That's my main point. When they offered to buy this business for five hundred thousand dollars. That was the offer, wasn't it?
A Can I finish the offer?
Q Answer the question first.
A Yeah, but -- no, no, no. You see, you ---
THE COURT: Answer the question and then you may explain.
BY MR. SABB:
Q Answer the question please.
A Yes, sir, they did offer five hundred thousand dollars providing -- can I finish now, Judge?

Q Go ahead, go.
A That all these things were made by Mr. Gaddy.
Q Okay, now ---
A All the improvements should be made by Mr. Gaddy.
Q All right, stop there.
A I did.
Q All right. Let me just make sure we are all understanding your point.
A Yes, sir.
Q Your point is, the Abuaita brothers now, said to you that we will pay Mr. Gaddy five hundred thousand dollars on the condition that Mr. Gaddy make certain repairs. Is that your testimony?
A Yes, sir.
Q Now tell this jury specifically -- 'cause that's the first time I heard that one.
A Well, I'm trying ---
Q Tell this jury specifically what repairs the Abuaita brothers told you had to be made by Mr. Gaddy.
A They really wanted the whole store renovated and they would bring it back to par. They asked me what needs to be done and I told them that what needs to be gone is the coolers, what needs to be done is more room for storage, and they need new compressor

for cooler and they need to do the store. So I saved him 70,000-dollars but hooking him up with Exxon which only left about 60,000-dollars of their money to have to put in and I told him this way you all can get the deal going. And I did that a Mr. Gaddy's agreement that he's gonna reimburse me fifty thousand dollars for my work.

Q What did -- you ain't paid no money for no repairs.

A I did, sir.

Q You got every penny back. Didn't you testify earlier that you got every penny back that you paid?

A But I did pay and then I received it back from them, whatever my part with them was finished.

Q Mr. Rishmawi, you can't have your cake and eat it too on this. And if I'm confusing you or you're not understanding my question, then I want you to tell me that you didn't understand my question and I will rephrase it 'cause I need to understand this with you.

A Yeah, yeah, rephrase it please.

Q The store needed repairs.

A Yes, sir.

Q And you're telling this jury that the Abuaita brothers told you that Mr. Gaddy needed to pay the

money for the repairs?
A That's not what I said. I did not say that.
Q All right, correct me on that.
A I will.
Q Go ahead, tell me.
A The offer, the five hundred thousand dollars ---
Q Yeah.
A ---providing all inside the store will be taken care of by Mr. Gaddy.
Q Okay, that's exactly what I just said.
A Okay.
Q But that's not really correct though, is it?
A It is as per my agreement with Mr. Gaddy.
Q Did you hear Mr. Abuaita testify earlier?
A I did.
Q Did he testify at any point in time about a request from him to have Mr. Gaddy make any repairs to that building?
A No, but he told you that we gave Mr. Rishmawi power to do whatever he have to do to get the store ready. They did not even know nothing about the store business; he said that.
Q Well, well, well, does it surprise you that the Abuaita brothers didn't even know that he was paying you fifty thousand dollars?

A That's not their business. They don't owe it. If they owed they paid it. And it's ---
Q It's not their business because this is just you.
A Of course, it's just me.
Q In trying to make fifty thousand dollars when actually, but for taking advantage of a 76 year old.
MS. SHULER: Objection, Your Honor, as to the characterization of taking advantage of a 76 year old.
THE COURT: He's on cross-examination. I'm gonna give him latitude. Overruled.
BY MR. SABB:
Q And so when the papers that you filed in court say that you're being reimbursed for expenses, those papers are wrong, that's just lawyer stuff, right?
A No, sir, I just didn't give Mr. Gaddy a bill and he never requested one from me.
Q Okay, hold on now. You're taking me around for something else. Now what kind of bill you didn't give Mr. Gaddy, a bill for what?
A To make sure all the repairs got done and following up the repairs and paying for it because he didn't want to pay for it; neither did the Abuaita brothers. I'm the only one that paid for it. And I have to charge him some money for using

my money just like he charged me money for using his credit. It's natural; nobody does nothing for free.
Q Whoa, whoa, whoa whoa, you've done shifted gears on me. So now he needs to be paying you money for you using your money?
A He's paying me money because I fix the store for him so he can sell. Mr. ---
Q Okay, which one is it now? I just heard you say that he needs to be paying you money because you used your money just like you paid him money because you used his credit. Didn't you just say that?
A Okay, I'm gonna rephrase what I'm ---
Q No, answer my question first?
A Ask it one more time.
Q If you don't mind please.
A One more time.
Q If you don't mind please.
A I'm not gonna answer ---
THE COURT: Sir, answer his question.
THE WITNESS: I'm trying to.
THE COURT: Well, you're interrupting him. Don't do that anymore.
BY MR. SABB:
Q Mr. Rishmawi, I promise, I'm not gonna try to talk over you or anything like that. I want to get

through this and I want to do it respectfully. I just wanted to make sure that I understood your point. And I thought you said to me -- and I'm wrong you tell me I'm wrong -- but I thought you told me, this Court, and this jury, that he needed to pa you for the use of your money just like you were paying him for the use of his credit. Did you or did you not say that, sir?

A Well, yes, I did.

Q So not it's gone from repairs to him paying you for the use of your money?

A Well, I used my money for the repairs so that's the same answer.

Q How much money -- tell the jury how much money the Abuaita brothers paid your for using their money that they reimbursed you for. Tell them about that. You got to make money off your money. Tell them about it.

A They paid me exactly what I paid on those invoices.

Q So the Abuaita brothers ---

A Yes, sir.

Q ---don't have to pay you any money for your money, just Mr. Gaddy paying you money for your money?

A No, ---
Q For use of your money I guess I should say.
A The Abuaita brothers, yes, sir, because the Abuaita brothers are people that buying a business trying to get in business without money they can't operate. And Mr. Gaddy is getting money for a closed store that could have been closed for two more years. He needs to pay to get that thing going. They don't need to do that. The buyers always the one that gets the benefit, not the seller. If he'd have fix that store he'd have got a million dollars for it. He didn't want to do that. He just chose to sell it like it is.
Q All right. Now is it your position that you all didn't get those 12,000 gallons of gas? Is that your position under oath here today?
A Yes, sir. I am under oath and I don't know what happened to that gas, to which store it went, and which store got delivered that gas.
Q All right.
A And if they find out or you find out, I'm always open for any time you want me to leave, I'm in town.
Q Okay. Tell me ---
MR. SABB: Your Honor, for the record this is Plaintiff's Exhibit Number 1.

THE COURT: All right.
BY MR. SABB:
Q Mr. Rishmawi, do you agree with me that G&S Transport is the one that used to pick up the gas from the two terminals in north Augusta?
A Yes, sir.
Q And they picked up the gas for you?
A Not necessarily. They picked up the gas as per instructions of each customer where to get the gas and where to get the gas. You get the gas with a credit card and you use the credit card of the customer. They sign for the oil and they go directly where the dispatcher send them.
Q Did they pick up the gas for the business, yes or no?
A According to the bill, yes, they did.
Q All right. And I'm holding in my hand what's Plaintiff's Exhibit Number 1 and I represent to you that these are bank statements of Gaddy Oil. You're familiar with them; aren't you?
A Yes, I am. I seen that.
Q And these statements contain several deposits made by y'all's company for the payment of G&S Transport; do they not?
A They do.

Q And what I have in my hand, sir, is the July the 27th, 2010, bank statements. Would it surprise you to know that on July the 23rd of 2010 you all deposited $19,812.58 into this account, would that surprise you?

A No, sir.

Q Tell the jury where that gas went.

A I don't really know. All I know is that we must have got a bill and we charge according to that bill.

Q I have in my hand ---

A Okay.

Q ---page 2 dated August 25th, 2010, with four deposits being made by your company totaling $99,415.45. Do you have any reason to dispute that your company deposited all that money in Gaddy Oil accounts?

A No, I don't know ---

MS. SHULER: Your Honor, if ---

MR. SABB: Tell ---

MS. SHULER: ---he can see the document he can testify from the document.

THE COURT: He can ask him if he wants to see it.

BY MR. SABB:
Q And you want to see them while I go over them?
A No, I mean, if you're reading correct ---
THE COURT: Overruled.
THE WITNESS: ---I don't have no problem.
BY MR. SABB:
Q Tell the jury where all of that gasoline was delivered.
A I don't have any idea; I'm not the driver. I just pay when I get a bill from any company I owe. If it's my driver sign for it I pay for it.
Q And let me ---
A I did not get a bill for that.
Q And -- you didn't get a bill for what?
A That piece of invoice that you're talking about, the 12,000 gallons.
Q We're gonna talk about that one last.
A Oh, okay, I mean.
Q And I guess my point, Mr. Rishmawi, is that all of these pages of these documents that I have here reflect that every withdrawal that TransMontaigne made, there was a deposit from your company, every single one of them. Does that surprise you?
A No, it doesn't surprise me.
Q Except the one after you refused to continue to

pay this money that he didn't owe.
A If it happens to be -- no, he refused to pay that money in May, this is in July.
Q And the reason why you refused to pay it is not because you have some concern about whether or not the folks at G&S Transport took it someplace, the reason you refuse to pay it is because you are suing for your money?
A No, sir, that's not the case.
Q Now you've mentioned to the jury that the reason why you're not paying is because Gaddy's Oil name is on the invoice.
A That's what appears on the invoice that I see.
Q And that every other invoice that y'all paid Gaddy's Oil name was on it; wasn't it?
A But he was to send the invoice himself the next day when he needs the money and we would make sure it's deposited.
Q You have seen these invoices ever since 2012 when you were in this litigation.
A Yes, sir, I did.
Q These invoices ain't nothing new to you, are they?
A No, sir, they're not knew but this is ---
Q So isn't it -- I'm sorry, I didn't mean to cut

you off. Were you finished?
A No, no. What I was trying to answer you back is we have another accounts for each different company that we deal with, a bank account, because this is big money, we cannot confuse it with something else. So it is requested for us to do that. And I think Mr. Gaddy, which I can't speak for him, but I think it was just his personal account for us to deposit that money when he thinks that we owe him that money, and that's what we did. He give us an account number to deposit it.
Q Finished?
A That, I mean, it could be somebody else, somebody deposit the money in other account. I don't know who get paid for this. I did not get paid for it; if I did I would have paid it.
Q But it's disingenuous of you to say that you didn't see the invoices. You don't mean that?
A I did not see the invoice. I don't see any of these invoices. They go to G&S. I don't control every paper that comes in my corporation, do you? I mean...
Q Well, let me ask you this question, Mr. Rishmawi. Where is everybody else? Where is all the members of Dollar and Moore, where are they?

A Everybody's doing his job.
Q Where are the members of G&S Transport? Where are they?
A They're doing their job.
Q So for you to come in here and say that you haven't seen the invoices when y'all didn't bother to bring anybody else in here, that's not fair to Mr. Gaddy, is it?
A You could have called them if you wanted to.
Q I could have called them?
A I don't need them. I'm telling you what I know.
Q You know -- well, sorry. Now Mr. Gaddy has filed a lawsuit against you and two of the companies, right?
A I guess.
Q Come on now, Mr. ---
A I mean, I don't see the paper in front of me. I don't know who the other companies. You got ten names on that. I don't know what they are. You chose to do it.
Q Well ---
A I just hand it to my lawyer; they handle that.
Q The lawyer that puts stuff in the pages that you don't want in there?
A Sir, I did not see how many names is on there. I

know there's a lot of names on there.

MS. SHULER: Objection, Your Honor.

THE COURT: Overruled. Let him answer the question.

THE WITNESS: I really ---

MS. SHULER: Your Honor, the characterization of what I'm ---

THE COURT: Well, he's -- have a seat please. Overruled.

BY MR. SABB:

Q So Mr. Rishmawi, you have no idea who's sued in this case? Is that your testimony, sir?

A No, sir, I said I don't know how many names he's had on there.

Q Well ---

A I was called to court and I come to court.

Q Yeah, you came to court as the representative of all of these companies, right?

A Yes, sir, I am.

Q So you are the corporation for purposes of this litigation?

A Okay.

Q You're the person that they sent here?

A Okay.

Q You're the one that they say knows all about this

case?
A Okay.
Q You're the one that's supposed to bring all the documentation on behalf of the corporation to defend it?
A Okay.
Q Because the corporation itself can't move, it's the entities that run the corporations that move, right?
A I do not have any papers concerning that bill of lading. The only bill of lading I seen is one you presented today.
Q All right.
A And that we had it from the deposition, I mean, you know, from that time.
Q Mr. Gaddy, you all were served with a copy of this lawsuit; weren't you?
A Yes, sir.
Q Would it surprise you to know that the original lawsuit that was filed in September of 2012 that you were served with, that's filed in this court, has a copy of that document on it?
A I did not know that. All I know is when I came to the deposition they asked me for it, and I told them I don't have it. He provided the lawsuit; I

didn't.
Q Mr. Gaddy ---
A My name is Rishmawi; Gaddy is over there.
Q I apologize, sir. Thank you. Mr. Rishmawi.
A Yes, sir.
Q Do you deny that you were served with this lawsuit?
A I was served with the lawsuit.
Q Did you look at it, sir?
A No, sir.
Q You were served with a lawsuit and didn't bother to look at it as a representative of the corporation?
A No, sir ---
Q That's your testimony under oath?
A I see all the names. I called, first I called Mr. Sam Floyd; he referred me to Amanda and I went to Amanda, hand her the papers and tell her you take care of that 'cause I can't read all the legal documents. I don't know nothing about it.
Q You know about bills of lading; don't you?
A Of course I do.

MR. SABB: Your Honor, may I have the copy of the lawsuit that's filed with the Court please?

THE COURT: Here's the file. You may look

at it; it's right there.

MR. SABB: Thank you, Your Honor.

THE COURT: Yes.

THE WITNESS: May I be excused to go to the bathroom please.

THE COURT: Yeah, we'll take a five minute recess to let the jury go out.

Sit right there for ---

THE WITNESS: Okay.

THE COURT: Jury, y'all may go back to the restroom. Take a ten minute recess.

(WHEREUPON, the jury was removed from the courtroom at 12:47 p.m.)

THE COURT: I remind you, you are on the stand, you may not speak to anyone about this. Do you understand that? You understand that?

THE WITNESS: Yes, sir.

THE COURT: Very well, court is in recess for ten minutes.

(WHEREUPON, a recess was taken from the proceedings.)

MS. SHULER: Your Honor, in regards to the line of questioning about what Mr. Rishmawi's attorney put in paperwork or what was typed up in paperwork, Your Honor, it's our position that this

line of questioning is improper because what that ends up, the result of that is attempting to, number one, get into attorney-client privilege information; and number two, it could potentially make his sitting counsel a witness. So for the record, my objection to that line of questioning is that it is number one, improper because it attempts to make his counsel or could bring his counsel in as a witness and what he and his attorney discussed would be protected attorney-client information.

THE COURT: I think the only, my understanding was the reason they were putting it in 'cause he said he had never seen the invoice. Is that correct, Mr. Sabb, what you're putting it in for?

MR. SABB: Well, she's actually sort of going back, Judge, to a question I believe that I had previously asked him on the issue of the repairs because in his pleadings he had indicated that he was being repaid for his repairs. Then when he testified pursuant to Ms. Shuler's line of questions he didn't say anything about being repaid for repairs. He claims that there was an outside deal with Mr. Gaddy. And so she is correct in, she's not correct in her conclusion 'cause she is correct in

that we published three lines in his answer that talked about the repairs and I think that's the issue that she's raising before the Court right now. But judge, to your point, you're also correct that we intend to use the Court's original file that has the attachments on there for the bill of lading that he now denies that he has ever seen up and until this point in time that was served on his corporation back when this action was commenced. So you're right and she's right, Judge.

THE COURT: Okay. The three lines that they bring up I don't think puts you in a situation on that so --

MS. SHULER: Well, and Your Honor, just what was being read out was from the answer and counterclaim. There was an amended answer and counterclaim that was filed as well.

THE COURT: I understand.

MS. SHULER: And so I respectfully disagree with Your Honor about the three lines that were read in because there was an amended answer and answer counterclaim that was filed that clarified that issue.

THE COURT: Well, you on redirect -- yeah, on redirect can bring that out if you want, all

right. That's why we have things go back and forth. All right, let's bring our jury back in.

(WHEREUPON, the jury was returned to the courtroom at approximately 12:59 p.m., and the following proceedings commenced in open court.)

THE COURT: All right, ladies and gentlemen, just for your information, after we finish with this witness we will break for lunch.

Mr. Sabb, you may continue.

MR. SABB: Thank you, Your Honor. Request permission to approach the witness?

THE COURT: Yes.

BY MR. SABB:

Q Mr. Rishmawi.

A Yes, sir.

Q I'm going to share with you what is the official record of the Clerk of Court for Williamsburg County.

A Okay.

Q And inside this paperwork I have put a paper clip, okay?

A Yes, sir.

Q This paper clip, what happens in our system is that the Clerk keeps all of the original documents

A Those bills are on file. I don't know if they're are in file two years ago, they're still in file.
Q Those documents don't exist, do they? Not from Mr. Gaddy.
A When it comes from his office it does.
Q Because that wasn't the system.
A He used to send us his bill of lading from his office every time by fax.
Q Your drivers are the ones that picked up the bills of lading when they got loaded; didn't they? Those are your drivers.
A The bill of lading is different than the one you got. This is an invoice what you got. What you have there is an invoice, sir.
Q Mr. ---
A A bill of lading, it says Kinder Morgan on top of; it doesn't say TransMontaigne.
Q Mr. Rishmawi.
A Yes, sir.
Q Your drivers, every time they picked up gasoline got a bill of lading; didn't they?
A From every company, yes, sir.
Q And they turned those bill of ladings in to the company; didn't they?
A Yes, sir.

A Yes, sir.
Q And all he asked for is $1,922 that he paid in interest before, right?
A Yes, sir.
Q And you know that the interest continues to accumulate until he pays it in full?
A True.
Q Didn't even ask you for that, right?
A It's his right.
Q Taking that as a loss, just want to do the right thing get on out of here. Does it surprise you that in the 53 years that he's been in business he's not sued anybody?
A I don't know that but I do the same thing. I never sued anybody.
Q Would it surprise you, sir, that he's never been sued?
A No, I wouldn't be surprised.
Q And you know, he's not even suing you for the 16,000-dollars that he doesn't believe you rightfully deserve?
A I guess it's his prerogative.
MR. SABB: Beg the Court's indulgence. Thank you.
THE COURT: Ms. Shuler, any redirect?

MR. SABB: I apologize, Judge. I always have to check with my lawyer over there before I sit down and she reminded me of one more thing I need to ask about. I apologize.

THE COURT: Okay.

MR. SABB: I'd like to have this marked, Your Honor, as Plaintiff's Exhibit Number 5.

THE COURT: Any objection?

MS. SHULER: Not to the marking, Your Honor. As long as he goes through what needs to be gone through as having admitted.

THE COURT: All right.

(WHEREUPON, Plaintiff Exhibit No. 5 was marked for identification only.)

BY MR. SABB:

Q Mr. Rishmawi, I thought I was finished. I've got a couple of more questions. Let me hand you this document that's marked as for identification and it has three pages to it.

A Okay.

Q Have you had a chance to look at it? I know not reading it thoroughly but you've at least looked it over?

A Yes, sir, I did.

Q Okay. Now who is Richard Thornhill?

A At that point maybe the driver that we have, I don't remember them. It's been two-and-a-half years you're talking about.
Q Didn't you testify in your deposition that Richard Thornhill is one of G&S Transports drivers?
A I did at the time; that means he was.
Q You had two trucks and two drivers, right?
A No, I have three trucks and four drivers.
Q Now I want to go back, I'm talking about back in ---
A Oh, December.
Q 2012?
A Yeah, okay.
Q I mean, you had two drivers then and two trucks, right?
A Yes, sir. If I said that he was my driver he's my driver.
Q Yes, sir. And when we're talking about this debt -- hold on to that for me -- that's owed by Mr. Gaddy, your driver is the one that signed the invoice dated June the 29th of 2012?
A Okay.
Q That means your driver got that gas?
A He probably could have.

Q So you're not telling this jury that if your driver is the one that picked up the gas that Mr. Gaddy is responsible for paying it? That's not your testimony, is it?
A No, that's not what I'm gonna say. If you ask me I'll answer you but I'm not gonna cut you short.
Q Okay, and I appreciate that. You and I have been trying to do a little better with each other so.
A Okay.
Q Okay, go ahead.
A The driver's job is to go pick up gas according to dispatch where he wants him to go. This gas could go to Coward. It could go to Exxon station. It could go to Florence. It could go to Markette; it could go to anybody. But it's pulled under the name that is given the credit of the gas. Now this is just a bill of lading right here. This is the invoice that come out. This is what we have to get from Gaddy in order for us to know that we had to pay them for the gas. This here was picked up by our driver. We picked up a lot of gas from other companies besides Mr. Gaddy's. We pick up gas for JH Seale. We deliver at least now maybe 20 loads a week for JH Seale. We just charge him freight. He handed his own account.

Q Yeah, but Mr. Rishmawi, go on now, you're not saying that your driver picks up the gas but we're the ones that ought to explain where the gas went?
A I already answered you one time. I don't have the documents where it says where the gas went.
Q Mr. Rishmawi, we have been involved in this case for three-and-a-half years. You haven't researched this issue, talk with your driver, been in a position to bring the documents and lay it out as to what your driver did with this gas?
A It really wasn't my concern. I never did get a bill for it, why should I look for it? We have a lot of bills that come to us. We don't have nothing to do with them.

MR. SABB: Move it into evidence, if Your Honor please.

MS. SHULER: No objection.

THE COURT: Without objection Plaintiff's Exhibit Number 5 is admitted.

(WHEREUPON, Plaintiff Exhibit No. 5 was admitted into evidence.)

MR. SABB: No further questions, Your Honor.

THE COURT: Any redirect?

MS. SHULER: Yes, Your Honor.

right?
A I really didn't pay that much attention. I know we paid a little bit more.
Q Okay. But he made money off of that arrangement, really didn't have to do much, right?
A No, he didn't have to.
Q Now Mr. Gaddy paid you cash on that fifty thousand dollar obligation, right?
A Yes, ma'am.
Q So you don't have any paperwork to back up those cash payments, right?
A No, I don't know what kind of paperwork I need. I'm saying I did.
Q And he doesn't ---
A I'm not lying.
Q And he doesn't dispute paying you that 518-dollars from January, or sorry, February of 2009 until May of 2012, right?
A Not sure he didn't stop paying me in May.
Q Okay. So if he started paying you in May of two thousand ---
A On the business when the people start paying for the payment.
Q He started paying you in may of 2009. And then he stopped paying you in May of 2012, right?

A I really can't swear to May or June. I told you I can't recollect because we were busy trying to get ready to take my daughter overseas; we went to get her married. And I was alone in the store and, I mean, I can't really remember.
Q Okay.
A But I know he had -- whatever he says he paid up to is fine; I'm not disputing that.
Q So either May or June, right?
A Something.
Q From '09 to 2012 is three years, right?
A Yes, ma'am.
Q So that is how many months?
A Thirty-six.
Q Okay. Thirty-six months at 512-dollars a month is how much?
A If my math is correct it's 18,000-dollars.
Q You want a ---
A 18,000.
Q ---piece of paper to do the math on?
A No, I think it's 18,000.
Q So he paid you 18,000-dollars and he owes you how much?
A Thirty-two more.
Q So he owed you 50 so 50 minus 18 is 32. He owed

you 32,000 more dollars, right?
A Yes, ma'am, plus 20-dollars on each payment.
Q $20 ---
A $18.19 on each payment.
Q Okay. Now Mr. Sabb asked you about the counterclaim that you filed, right?
A Yes, ma'am.
Q On February 27th of 2014 you filed an amended counterclaim, right?
A Yes, ma'am.
Q Let's take a look at paragraph number 18. Just read that paragraph to yourself.
(Pause.)
THE WITNESS: Okay.
BY MS. SHULER:
Q So with the amended counterclaim you are asking for, to be reimbursed for the fifty thousand dollars for the money you put in and for your experience and expertise in telling the Abuaita brother what needed to be done; is that right?
A That's what I asked for.
Q And that's in your amended counterclaim?
A That's what I see here, yes, ma'am.
Q Okay. Why did you tell the Abuaita brothers what needed to be done to the store?

A Well, businesses are really something that's really, needs somebody to know what they do? In order to get a business that will pay for itself you have to bring the business to a point where it can hold enough inventory and hold enough sales to pay for it. The sales of a place like it was maybe, I judge it was maybe 8 or 900-dollars a day they were selling in that store at the time that they leased the store from Mr. Gaddy. Those people as Mr. Gaddy told me, again, I mean, that's, they couldn't make the payments so that's why they left. They closed the store and gave him the key.

MR. SABB: I object to that. That calls for speculation.

THE COURT: Sustained. Jurors, strike that last comment.

BY MS. SHULER:

Q Based on your experience in the gas station convenience store business, as you stated earlier that you had a number of years of experience, was that why you were able to tell the Abuaita brothers what needed to be done in the store?

A That was my suggestions to them, yes, ma'am. That's what I thought.

Q How old are you, Mr. Rishmawi?

A Sixty-six.
Q Okay. At any point in time did you take advantage of Mr. Gaddy?
A No, I never did, no, ma'am.
Q Mr. Gaddy has always been sharp; hadn't he?
A He's a nice man. I don't have nothing against him, he's okay.
Q He knows his business, right?
A Definitely, I'm sure he does. He's been in business for at least 40 years too, I don't know.
Q He never gave you any indication that he had any sort of problems with his mental capacity based on his age, did he?
A No, ma'am, I never had that problem.
Q In fact, he was a real estate agent and a broker and he had business sense about him, and you felt like he had business sense about him?
A He is a business man. I have nothing but respect for him.
Q Whenever your drivers picked up the gas from the terminal what document were they given?
A The Court's document he showed me on that exhibit that's the bill of lading.
Q That's the one that the drivers get when they pick up the gasoline is the bill of lading, right?

A Yes.

MS. SHULER: Permission to publish, Your Honor?

THE COURT: Yes.

BY MS. SHULER:

Q This is Plaintiff's Exhibit Number 5. If your drivers picked up something from the terminal they would get a document that looked like this, right?

A Yes, ma'am.

Q Did G&S Transport pay for gasoline to TransMontaigne or anybody else based on this document alone?

A There's no price on here. You can't buy it. That's just a bill of lading. That's the amount -- you can't pay according to the bill of lading if you don't get an invoice.

Q Now this is the second page.

A That would be the invoice.

Q Is that a bill of lading or an invoice?

A This is an invoice.

Q Okay. Well, at the top it says bill of lading, right? Can you read it?

A No, it says, probably the second page indicating each load which one it is. It might be two different gases on there so it comes with the second

page. If it doesn't, if has on the first page just one kind of gas they issue another page for the other type of gas as the diesel have to be disbursed separate. I mean, if it only has gas it has to have, it's just a bill of lading. The invoice is what have the amount of gas and the money. See, this is another, that's a mix of them.

Q That doesn't have a price on it, does it?

A No, not none of these have.

Q When you get and your drivers pick up a bill of lading it would not say how much was due, would it?

A No, no, the bill comes in afterwards.

Q Did G&S Transport ever haul gasoline for any other company?

A Yes, ma'am, we do.

Q Okay. Is that a common occurrence?

A Every day we do that.

Q You say every day you do that?

A Yes, ma'am.

Q So every day G&S Transports will go to terminals much like the one in Augusta, pick up gas, and haul it for other companies?

A Yes, ma'am.

Q For example, you do that for JH Seale, right?

A We do at least two loads a day for JH Seale.

Q Do you work for any other company?
A We used to work with Stucco but they closed. I mean, they're not in anymore. We used to work for -- when I had the store here I used to work with -- what's his name, the man that's, I'm trying to remember, Shell Oil. We worked for them, we haul some gas for them. I mean, there's -- we really don't have that much time. We only haul for JH Seale because we have a commitment with them on hauling for them for their stores.
Q That's now, right?
A We've been hauling all the time.
Q Do you have any documents in G&S Transports, LLC's possession or Dollar and More's possession about where that gasoline went?
A I don't have it now, no, ma'am.
Q Do you have it at all?
A I can make my big effort to look for it if you want me to.
Q Have you looked for it during the course of this litigation?
A We did.
Q Did you find anything?
A No, ma'am, but I have to call the driver and I have to remember and see what time and where he went

and maybe he'll let me know.
Q And Mr. Sabb asked you about your income tax returns for your company. You've never been asked for income tax returns, have you?
A No, ma'am, I don't remember that they did. I was asking -- actually, I offered to show the five hundred dollars that the man was paying me off the table, but I was not considering off the table. That was money that belongs to -- it's on my income sheet.
Q The notice of deposition that was read into the record a few minutes ago says for you to, that you were to bring all documents related to the claims against Gaddy Oil and all the records possessed in your possession concerning fuel sales during June of 2012. At any point in time does that translate to you to bring your income tax returns?
A No, ma'am.
MS. SHULER: Beg the Court's indulgence one moment.
THE COURT: Yes, ma'am.
BY MS. SHULER:
Q You just testified a little, a few minutes ago, that you were owed how much money?
A I owe to?

Q How much money Mr. Gaddy owes? How much money is that that Mr. Gaddy owes you?
A I believe from the figure we figured 32,000-dollars plus the interest on it.
Q Okay. And the interest is what?
A $18.19 a month. I can't figure that out but that's close to 225-dollars, I mean, $2,200 a year on each one.
Q Okay.

MS. SHULER: I have no further questions, Your Honor.

THE COURT: Any recross?

MS. BARR: Your Honor, please.

RECROSS-EXAMINATION

BY MS. BARR:
Q Mr. Rishmawi, I just want to address a couple of points. If you will please put on the publish the page with Mr. Thornhill's signature on it. All right, this is Plaintiff's Exhibit Number 5, the first page. Mr. Gaddy -- strike that, I'm sorry. Mr. Rishmawi, you see the signature of Mr. Thornhill on there? Can you see?
A I see it.
Q Okay. And there's a date on there; is there not?
A There's a date.

Q Is that June 29th of 2012?
A That's what it appears.
Q And how many gross gallons does this indicate?
A Okay. There's all diesel 1500. Die Aludra constitutional fur diesel 1500 that's the first page of this.
Q Right. That's ---
A That's 3000.
Q 3,000 gallons that your driver picked up on June 29th, right?
A It should be another part for this.
Q Sir?
A There should be another part on the same bill of lading.
Q I understand, but you're not questioning whether or not this is an accurate document, are you, this page?
A No, no, I'm not questioning that. I'm reading it for you, what you asked for.
Q Thank you, sir. Now I want to publish the invoice that is of the same date and has the same amount of gas on it. Plaintiff's Exhibit Number 4. Now here's an invoice, right?
A Yes.
Q How much gallons of gas?

MS. SHULER: Your Honor, I would object to this line of questioning as it's beyond the scope of my ---

THE WITNESS: 1500.

THE COURT: Overruled.

THE WITNESS: 1500 premium.

BY MR. SABB:

Q Plus? Plus? 1500 plus?

A You mean the next line?

Q Yes, sir.

A 1500 more.

Q Yes, sir, that's 3,000.

A Yes, sir.

Q And what's the date on that?

A That's all on the same date. That's what they had on the other one before; it's the same thing.

Q That's right. Now we're gonna go to the other page.

A Okay.

Q And what's the amount that's on there?

A The amount of money is $8630.27.

Q All right. Now we're gonna go to the other page real quick; I'm not gonna belabor the point.

MS. BARR: Plaintiff's Number 5, second page.

BY MR. SABB:
Q 4,000 gallons?
A Yes, sir. It says gasahol, which is gas with ethanol, 4,000 gallons gross.
Q And, yes, sir, and ---
A The next is 3939. That's the percentage of the octane. That's the percentage of the gravity, has the temperature, and it reads as 4,000 gallons.
Q Okay, 4,000 gallons. And what -- the date on that is also 6/29/2012?
A Yes, sir.
Q And the cost of this one?
A It's not there. I don't see.
Q I'm looking for it. I don't see it either.
MS. BARR: Plaintiff's Exhibit Number 4.
BY MR. SABB:
Q Plaintiff's Exhibit Number 4, we're gonna put it up there with the cost on it.
A Okay, it's not a problem.
Q Okay. 4,000 gallons?
A Yes, sir. That's a gross. You'll be billed for the net quantity which is 39. I see the date.
Q All right, stay with me.
A Uh-huh.
Q June 29th, right?

A Yes.
Q Ten thousand four hundred---
A 497.85.
Q And 85 cents. So we've got 3000-gallons plus 4,000-gallons brings us up to 7,000-gallons.
A Yes.
Q Right? And what we're talking about in this case is 12,000-gallons that Mr. Gaddy claims that you owe him for, right?
A So there has to another bill of lading.
Q Yes, sir. We're getting to it right now.
A Okay. I mean, it's natural but---
MS. BARR: Plaintiff's Exhibit Number 5.
BY MR. SABB:
Q Would it surprise you, sir, that on the final bill on June 29th of 2012 when your driver picked it up is for 5,000-gallons of gasoline?
A That's a different bill of lading, right?
Q Yes, sir, it's the number three bill of lading. One for 3000, another for 4,000, and this final one for 5,000.
A Okay. I can't believe that because the truck only can hold 7500 gallons. It will not hold 12,000. There's no truck in this United States that holds 12,000.

there's a time when they pick up.
Q All right.
A I'm trying to cooperate with you so you can see.
Q You are.
A Okay.
Q I'm not complaining. Let me just do this real quick.
A Okay.
Q Well, for the 5,000-gallons the cost is $13,120.30, right? Is that right?
A I see here -- the bill you showed me is 11,000. Plus all the taxes comes to $13,120.30.
Q That's right.
MR. SABB: Permission to approach.
THE COURT: Yes, sir.
BY MR. SABB:
Q Okay, Mr. Rishmawi, when you were telling me about times ---
A Yes, sir.
Q ---that are on some of these bills of lading?
A Uh-huh, the loading time, yes, sir.
Q So that's 8:38 a.m.?
A Right.
Q Okay. And then the loading time on this one is 12:24?

A So that's another load.
Q Yes.
A Okay. I didn't say -- I wasn't disputing that; I just told you a truck can only hold 7,000 gallons. It cannot hold 12.
Q Yes, sir.
A They had to fill it a different time.
Q Yes, sir. Nothing further.
A So it can't be the same drivers 'cause he can't make it to Augusta between that time and that time in six hours. It takes him four hours to reach from his destination to here and an hour to drop and four hours to go back; that is, if you don't take a break.

THE COURT: Any other questions?

MR. SABB: No, sir.

THE COURT: Thank you. You may step down.

THE WITNESS: Okay.

THE COURT: Ladies and gentlemen, let me send y'all for a lunch break. Be back here probably about 3:00. This is a small town so you don't have to go too far to eat so. Be back here at 3:00. Please do not discuss anything about the case while you're there.

(WHEREUPON, the jury was removed from the

told you earlier, a party to a matter, their deposition which was taken under oath at another time and place can be published and my able law clerk is now going to change roles and now become Mr. Gaddy for the purposes of this testimony.

You may proceed.

DIRECT EXAMINATION

BY MS. SHULER:

Q This is Andrew Gaddy's deposition taken on September 3rd, 2013, at 2:00 p.m. in the Williamsburg County courthouse. This was taken pursuant to 30(b)(6). If you'll please turn to page 3 for me. Starting at line 7 this is your 30(b)(6) deposition and that this is pursuant to South Carolina Rules of Civil Procedures 30(b)(6) which says you're the person that's most familiar with the operations of both Gaddy Oil, Company, and Gaddy Rentals, Incorporated, so I'm gonna ask you some questions about this corporation. Are you the person that's most familiar with those two corporations?

A Yes.

Q Please turn to page 6. Beginning at line 2, what is the corporate structure of Gaddy Oil? Do you have shareholders?

A My kids are shareholders.
Q Are you currently a shareholder?
A Yes.
Q Who is the president?
A Me.
Q Do you have a secretary and vice president and that sort of thing?
A I'm everything.
Q You're everything, okay. How much by way of percentage do you own in shares of Gaddy Oil, Inc.?
A I think I own 70 percent.
Q Page 7, beginning at line 8. And are you the sole owner in Gaddy Rentals?
A No, my kids are part owners.
Q By way of percentage who owns what in Gaddy Rentals?
A They might own 10 percent.
Q So you own 80 percent and your children own 10 percent?
A Probably.
Q Please turn to page 27. Beginning at line 13, at any point in time did you ever leave cash in an envelope on Mr. Rishmawi's garage door?
A Not on his garage door.
Q Where did you leave money?

A On my garage door.
Q How much money did you leave?
A Approximately five one hundred dollars.
Q Five hundred?
A 5,100-dollars.
Q Five hundred for a total of 5100-dollars?
A Five hundred and ten dollars.
Q Okay. So you left five hundred and ten dollars in an envelope on your garage door?
A Yes.
Q Did you do that every month?
A Yes.
Q For how many months did you put that money in an envelope on your garage door?
A Probably 15. He convinced me that I owed him a real estate commission, and I later found out that was illegal. I couldn't pay him a real estate commission.
Q How much, how much total did you pay?
A Offhand approximately 15,000.
Q How much did you agree to pay him?
A I really never agreed to pay him anything. He convinced me that I owed him a real estate commission.
Q If you will flip to page 56 please. And Dollar

and More, what kind of business dealings has Gaddy Oil, Inc. had with Dollar and More?
A Zero.
Q Has Dollar and More purchased gasoline on Gaddy Oil, Inc.'s account?
A No.
Q On page 68. Beginning at line 7, before y'all came to terms on the sales price what price had you hoped to get for the Exxon store?
A 650,000.
Q And what conversations or what convinced you to take 500,000-dollars as opposed to 650,000-dollars.
A I needed to sell it and I wanted to sell it and I had rented it for a period of five years and they had closed the store. The renters closed the store and they took everything out. All the stock, all the inventory was gone, and I didn't have anybody to operate the store so I didn't want to go back in there and buy inventory and probably run the store myself.
Q Did the store need to be remodeled?
A Somewhat.
Q Is that why you, Gaddy Rentals, LLC, took 150,000-dollars less than what you would initially asked?

A I took less because I really wanted to sell it and I didn't want to go back in there and open it back. I didn't have the money to buy inventory and all that stuff. A load of gasoline is about 30,000-dollars.
Q So you said that conversation that took place between you and Mr. Rishmawi about the money that you had been paying took place on or about July 7th?
A Right.
Q It was a Saturday, right?
A Saturday morning.
Q And historically you had been paying him five hundred dollars in cash?
A Right.
Q And he would come and pick it up off your garage door at your house?
A Right.
Q What was the source of that five hundred dollars? Where did those funds come from?
A The mortgage was $5,190.
Q Right, so the cash money that you would leave came out of Gaddy Rentals, LLC?
A I would deposit the check and get $510 in cash.
Q I have no further questions.
THE COURT: All right. Mr. Sabb, is there

any other parts you would like to add in?

MR. SABB: Nothing, Your Honor.

THE COURT: All right, thank you.

MS. SHULER: Your Honor, at this time the Defense rests.

THE COURT: All right. Mr. Sabb, does the plaintiff wish to put up reply testimony?

MR. SABB: Nothing in reply, you know.

THE COURT: All right, ladies and gentlemen, that is all the evidences that you're gonna hear in this case; and rather than keeping y'all here late tonight I'm going to let you go for the afternoon. Get a good night sleep again and then tomorrow morning at 10:00 we will reconvene where the attorneys will give you their closing arguments and then I will charge you the law. All right, thank you, ladies and gentlemen, have a nice evening. As always, please do not discuss the case.

(WHEREUPON, the jury was removed from the courtroom at 3:28 p.m.)

THE COURT: All right, any motions to be made at this time?

MR. SABB: Your Honor please, we would renew our motion for directed verdict on the issue of two things. One, that the evidence supports that

the employee of G&S Transport that's owned by More, Dollar and More, and part of a what I call this corporate conglomerate, picked up the gas as they had routinely done, and the evidence in this case shows that there's nothing presented by the defense that there was anything done any different than what had been done all along. The evidence simply shows that when Mr. Gaddy refused to continue to pay this money that he had convinced was somehow owed as a result of some commission by this defendant that the defendant in retribution of Mr. Gaddy's unwillingness to continue to pay that money just refused to pay that bill. And so, Judge, we believe the evidence in the case is clear that we are owed that money and that the interest that Mr. Gaddy testified to relating to it is uncontroverted. In fact, Mr. Rishmawi himself conceded that when you borrow money that interest has to be paid on the money, that he recognized how much money was borrowed in this case and that the money was borrowed at 6 percent; and so they don't dispute the fact that my client borrowed that money, paid that bill for gasoline that they got. And if Your Honor please, Judge, it borders on asserting that they would take the position that somehow Mr. Gaddy is

supposed to know what their employee does with the gas that they got. And he takes the position that because we are not in a position to come before this court and tell the court what his employee did with the gas, then they're not responsible for it.

Judge, we think that argument falls on its face and that the evidence in the case is clear on that issue and that the Court should direct a verdict in favor of the plaintiff in the amount of $34,220.82 and, Judge, we'd ask you to please consider ruling on that motion and then we have one more after that.

THE COURT: All right, Ms. Shuler.

MS. SHULER: Thank you, Your Honor, may it please the Court. Mr. Rishmawi testified that, of course, he did not know where this gasoline went to.

THE COURT: What difference would that make?

MS. SHULER: Because Your Honor, they have ---

THE COURT: I mean, his trucks picked it up. What difference does it make? Does he know where everyone of them goes before then?

MS. SHULER: Your Honor, they have pled a cause of action for quantum meruit. There has to be

shown that one of the defendants in some way benefited in some shape or form for the retention of this gasoline. Nobody has been able to show that these individuals, these defendants have ---

THE COURT: I mean, am I supposed to believe it just evaporated? They left the door open and it just went into the air? No question that his trucks picked it up.

MS. SHULER: Right, Your Honor, but that's part of the plaintiff's burden is to show who retained the benefit of this gasoline. Nobody has able to prove in this court today or yesterday any point in time that Dollar and More, G&S Transports or Issa George Rishmawi benefited from the gasoline in any way.

THE COURT: How could G&S not have benefited by the having an entire truck load of gas?

MS. SHULER: No ---

THE COURT: I mean, did they burn it, that have a forest fire or something like that?

MS. SHULER: Could have spilled out on the highway, Your Honor, I mean.

THE COURT: Oh.

MS. SHULER: I mean, Your Honor, I'm not -- but that's the plaintiff's case. The

plaintiff has to prove their case and that's problem is that they have not proven their case. So for Your Honor to direct a verdict in their favor would be improper because that's an issue of fact for the jury to determine. Have they proven that these individuals have benefited in anyway from the retention of the gasoline, that would be an issue of fact for the jury to determine.

MR. SABB: Judge, I would respectfully disagree with counsel because there is value in possession, and there's no question that they possess the gasoline. My client has testified unequivocally that he don't know what they did with the gas, where they delivered the gas, but we believe benefit in this case is the mere fact that they possessed it and we've established the value of what they possess which is consistent, if Your Honor please, with all of these other times and we believe that when you look at the course of dealings in this case, that's why Ms. Barr was so methodical in going through each of these transactions where every time TransMontaigne would issue an invoice, they would come in and they'd make the payment. And that is the course of dealings established. Never has there been a time over that entire course where anybody

has ever questioned whether or not G&S Transport ever did anything for the benefit of Mr. Gaddy. So when you look at the course of dealings in this case, Judge, we would submit to the Court that there is but one conclusion and one conclusion alone. Everything went exactly the way it had been going the entire time but for the fact that he claims we owe him money, and that's the only reason, Your Honor, why they are really refusing to admit and actually I think they have admitted. I think when they say, yeah, we got the gas but we don't know what happened to the gas, we think that that is possession, that that is a benefit particularly to an individual that is simply in the business of earning money from gasoline. He's testified clearly that he's got all of these businesses, all over the places delivering gases, gas all over these places; and so, that is his business. And we submit to the Court that, quite frankly, he's being disingenuous when he comes before this court and says, oh, by the way, yeah, we got all of these records, they're somewhere at one of our corporations, yeah, we can come in, we can tell the court, we can let the jury know what happened to it; but you know, by the way, we're three years out and I'm not sure where they

are and I just didn't bring them with me to court. Judge, we just submit to the Court that the benefit, and that's the crux of counsel's argument at this point, that there is benefit and value of both benefit in possessing 12,000-gallons of gasoline which they essentially admit that their employees picked up.

THE COURT: Ms. Shuler, you're not denying that your client had possession of a truck with 12,000-gallons of fuel that was worth 32,000-dollars, are you?

MS. SHULER: Your Honor, my client's testimony if I recall was that his client signed -- his driver signed one bill of lading with Richard Thornhill that equated the 3,000-gallons of gasoline. That is the only signed bill of lading that we've got.

THE COURT: So he at least admits he had 3000-gallons.

MS. SHULER: The 3,000-gallons of Ultra-Low, so for diesel.

THE COURT: So he doesn't dispute that?

MS. SHULER: He does not dispute that his driver picked up that load. But Your Honor, apart from all of that, Mr. Gaddy's own testimony that we

just, that I just read into the record was, and Dollar and More, what kind of business dealings has Gaddy Oil had with Dollar and More? Zero. None. Has Dollar and More purchased gasoline on Gaddy Oil account? No, there were no business dealings number one from Gaddy Oil, Inc. And there's been no proof whatsoever that Dollar and More, Incorporated benefited from this in any way. There's been no proof that the mere possession of the gasoline by G&S Transports benefited G&S Transports.

Mr. Rishmawi testified that his, his company G&S Transports, would routinely go pick up gasoline for other companies and charge for the mere freight. So I don't see how just the possession of gasoline itself benefits Mr. Rishmawi.

THE COURT: Am I supposed to believe he just gave it away to somebody on the street who wants gas?

MS. SHULER: Your Honor, I think that that misses the point. Just because I have possession of somebody's Ferrari automobile does not mean that I benefit from that Ferrari automobile.

THE COURT: Let's put it in a different way. Let's say you have possession of the Ferrari and they never get it back. Wouldn't that ---

MS. SHULER: Well, how -- and I'm sorry, I did not mean to ---

THE COURT: I mean, wouldn't that be kind of presumed that you still had it or did something with it, but they never got it back?

MS. SHULER: That would be possession session. Your Honor, I'll use a real situation. My husband has possession of my savings accounts but he does not have the benefit of that savings account by mere possession because he can't go to it, he doesn't know where it is. However, that does not mean that they have benefited in anyway by mere possession of something.

MR. SABB: Judge, what's interesting on that argument, assume hypothetically that Johnathan who we all love, goes to the bank and takes all the money out. Further assume that the money never comes back.

THE COURT: But he's got an invoice showing that he got it.

MR. SABB: That he got it, yeah. So that really in our mind ---

THE COURT: I'm gonna let you make that ---

MR. SABB: I understand, Judge. Your

Honor, on the other point that you ---

THE COURT: I'll you make that argument to the jury.

MR. SABB: Yes, sir, I understand, Judge. On the other point we would submit to the Court that for him to claim a commission on this $50,000 is a violation of the law and because it is, the Court ought to direct a verdict in our client's favor on the issue of a unpaid balance that they're claiming.

THE COURT: Ms. Shuler.

MS. SHULER: Thank you, Your Honor, may it please the Court. My client is not claiming a commission. My client is claiming moneys due to him for his experience and expertise in the gas station convenience store business. He is claiming a fee for the use of his funds. Your Honor, he testified at length about that. And not only did he testify that the commission was what Mr. Gaddy has characterized it as. Three years later, three years later he characterizes it as a commission. It seems all too convenient that now he's saying three -- after paying that amount for two-and-a-half, three years, that it is now a real estate commission, it's illegal, I'm not gonna pay it. That is not what my client is claiming. My client is claiming his time,

experience, his money, things of that nature although he was reimbursed for the money expended into it, the use of his money nonetheless.

THE COURT: What kind of interest rate was he charging? I mean, $50,000, are you kidding me?

MS. SHULER: Well, Your Honor, he's worked in the store for three months. For three months he worked in the store. He left everything else and dedicated his time and effort to this store. It's now a good thriving business to which Mr. Gaddy is able to collect a $5,198 mortgage payment every month. And Your Honor, the case law on point with that is we have part performance of an oral contract. There was an agreement to pay and he paid.

THE COURT: But if it's something possibly illegal then how can you have partial portion of an illegal act?

MS. SHULER: If it was a commission it would be illegal, Your Honor, but it's not a commission.

MR. SABB: I had a thought and yeah that was my thought. Juror number you know, what's interesting about their argument is this claim somehow benefits our guy. The fact that they're

making all of this money somehow helps Mr. Gaddy. Actually, what he did, helped, and I say this with affection, that Mr. Rishmawi I say helped his home boys and I got no problem with that, that's what we all ought to do. I've got some guys that are my thens for life and we help each other out every time we get a chance. But what he's discussing benefits them it doesn't benefit Mr. Gaddy at all. So I think the whole argument that they're making on all of what he did, he did that to help the Abuaita brothers. Of course, we don't have any problem with that. We're happy they're successful; but to somehow claim that them being successful is benefiting us, we'll take issue with that, Judge.

MS. SHULER: Your Honor, how does it not benefit? Their successful business enables them to ---

THE COURT: That's such an ancillary thing. I'm gonna grant summary judgment on that issue or not direct a verdict on that, so I'm gonna throw out your counterclaim. You will -- now do you have a motion?

MS. SHULER: Not since you're granting a directed verdict in your ---

THE COURT: No, I'm directing verdict on

your counterclaim. You have a motion concerning his claim?

MS. SHULER: Yes, Your Honor. I would move for directed verdict as to his claims. Your Honor, there's been no evidence that to suggest, as I heard, that these plaintiffs -- or these defendants, benefited in any way from the load of gasoline. There's been absolutely no testimony in that regard. There's been no testimony that Dollar and More, Incorporated benefited in any way. There's been no testimony that Mr. Issa George Rishmawi benefited in any way. He was not a shareholder in any of the corporations. He was acting agent for the corporation. So we would ask that Your Honor direct a verdict in favor of Dollar and More and Mr. George Rishmawi in regards to those issues. And in addition, we ask that Your Honor grant a directed verdict because there has been no evidence at all to suggest that these individuals benefited from the retention of that gasoline.

THE COURT: All right. Mr. Sabb.

MR. SABB: Judge, I think that, I think to make things the evidence is clear that Dollar and More owns 50 percent of G&S. So if the company that they own is the one that has possession of the

goods, ultimately that money flows to the top. And so to suggest that they are the half owners but yet they are somehow in no way responsible, we think that we have established why they are defendants in this case by virtue of their ownership of this entity. With regard to Mr. Rishmawi, Judge, he has been the agent in it all. He's the one that went to Mr. Gaddy on a handshake, as he described it, where he then got Mr. Gaddy, he not G&S, not Dollar and More, he went to Mr. Gaddy and he says in his testimony, a little surprised by it, but he said that he explained to Mr. Gaddy that Dollar and More was one of the owners of G&S and that Mr. Gaddy under he was the agent for them. And so to the extent that he is their agent, but they are not in court indicating that he acted on their behalf, we think that the jury could conclude that it's all George Rishmawi's doing. That all of this came about because they don't really see the direct contact between Mr. Gaddy and Dollar and More. In fact, Dollar and More is not even here, nor is G&S here all we see is the individual who approached my client and got him involved in this deal. So Judge, we believe that all three of the defendants in the case are proper defendants and that their actions

are in concert with each other and that the jury ought consider awarding a judgment joint and severally against all three of those defendants.

THE COURT: All right. All right, Ms. Shuler, I'm gonna deny your motion. We will go forward to the jury tomorrow on the issue of unjust enrichment. All right.

MS. SHULER: Your Honor, that would be as to all three individuals.

THE COURT: Yes, ma'am.

MS. SHULER: And Your Honor, if I may be heard, just ---

THE COURT: As a matter of law I've heard enough.

MS. SHULER: Would you mind let me know what evidence there is.

THE COURT: I think there's enough evidence tying your client with the other defendants as to his course of actions in this matter, the agents who owns this appears that he may just be an alter ego so I'm gonna let it go to the jury. I've not guilty or innocence grant your motion to dismiss them all, but I am going to allow you to argue it tomorrow on those issues. All right, thank you. Court is adjourned till 10:00 tomorrow morning. My

law clerk will send you drafts of the charge for tomorrow y'all may review. Please if you have any changes you want to make please email them back to me. Thank you, ma'am.

(WHEREUPON, the proceedings were concluded for the day to be reconvened on September 10, 2015.)

THE COURT: Okay. Ms. Barr and Ms. Shuler, have y'all had opportunity to look at the proposed charge, if there are any additions you want to place on the record?

MS. BARR: Judge, I believe the only two additions that consent is Ms. Chandler concerning instruction regarding deposition testimony, and then I would request a charge on adverse inference, failure of a party to call a witness who would purportedly be beneficial to that party, that the jury can infer that that witness would offer testimony that would be adverse to the party, all that ones those are the only two additional ones that we request.

THE COURT: Okay, Ms. Shuler.

MS. SHULER: I'm curious as to what witness they're talking about.

MS. BARR: We would be talking about the

driver that picked up the gasoline that they claim that they didn't know what happened to it. We would be talking about the people that he claims has all of the documents somewhere, so those...

THE COURT: Wouldn't that be just part of your normal argument though? I mean, would you get a charge on that?

MR. SABB: Well, Judge, the case that we're asking the Court to consider dealt with the very same issue.

THE COURT: Okay. Ms. Shuler, this is a civil trial. You can make reference to people who aren't here.

MS. SHULER: Well, absolutely, Your Honor, but I don't, I don't see how you draw the inference that the driver would have some negative information.

THE COURT: Well, the driver would have information as to what happened with the gasoline when your guy says they don't know what happened to it; and that's that. Therefore, they don't have a case that was your argument yesterday because flaw don't know what happened to it, that it's, you know, that therefore it can't have unjust enrichment because it just evaporated.

MS. SHULER: Okay. We would ask for a, charge of unclean hands unanimous, the unanimous verdict charge and actual damages.

THE COURT: I think we already got the unanimous in there. I tell them they have to be unanimous. It should be at the very end. It can't be based on compassion, prejudice, or anything else that's not in evidence and it must be, all twelve of you must be agree, that's in there.

MS. BARR: And Your Honor, for the record the plaintiff would object to a jury instruction on unclean hands. I don't believe there's any, testimony in the record, evidence in the record, or any inferences that can drawn from the evidence in the record that the plaintiff acted improperly, or unlawfully, thus entitling the defendant an instruction on unclean ---

THE COURT: I guess what they're talking about is the fact that he was given the payments. Is that what you're talking about? That he was unlawfully acting by giving the payments of $5,018 dollars to your client?

MS. SHULER: No, Your Honor.

THE COURT: Oh, okay.

MS. SHULER: Our position is that

Mr. Gaddy acted unreasonably and inequitably in failing to abide by his side of the agreement to pay the fifty thousand dollars from Mr. Rishmawi's role and the sale of the Lake City Exxon station.

THE COURT: No, I'm not going to do that. That's not part of ---

MS. SHULER: Your Honor, if it's an equitable -- unjust enrichment is an action in equity that we have presented equitable defenses that I feel that our client should be entitled to a charge on unclean hands.

THE COURT: I don't know that there's anything in the record that Mr. Gaddy did anything improper so I'm not going to put that in there. All right.

MS. SHULER: Your Honor, can I have one other matter placed on the record.

THE COURT: Yes, sure.

MS. SHULER: Yesterday Your Honor granted the plaintiff's motion for directed verdict.

THE COURT: Yes, ma'am.

MS. SHULER: In an effort to preserve the record for appellate purposes ---

THE COURT: Yes, ma'am.

MS. SHULER: And you know, as in my duty

as advocate for my client, my client has pled three different claims, claims for breach of contract, unjust enrichment, and promissory estoppel. Your Honor, the only issues are questions of law that are presented then it would be proper for the Court to grant a directed verdict. Your Honor, we have pled those three causes of action. We have presented evidence of a promise to pay and actual payment for three years. And it's Your Honor's duty to present the, to view the evidence in a light most favorable to the nonmoving party. Mr. Rishmawi used his experience, expertise, knowledge, money, all of those things to make improvements for the store. The improvements to the store were made, without question they were made. Without question he was involved in those improvements in the store. And those were done while Mr. Gaddy held title to the store. Title to the store did not pass for nearly two years after the contract was executed, I mean, two years after the contract was executed. Two years after the renovations were made, he did not deed the store over to the Abuaita brothers. So Your Honor, we feel like it is proper that our claim for unjust enrichment, breach of contract and promissory estoppel gets presented to the jury.

THE COURT: All right, let me hear from the plaintiff. Well, actually I don't need to hear from plaintiff. I've already ruled. My ruling is the same, but now you got that on the record. Okay, very well. When all the jurors get here we will -- the charge will be as we just stated, and therefore, y'all can prepare to argue on those.

MS. SHULER: Your Honor.

THE COURT: Yes, ma'am.

MS. SHULER: I apologize. I did email Mr. Chandler on the verdict form. George Rishmawi, Jr. and George Issa Rishmawi are listed on the ---

THE COURT: Yeah, I think y'all agreed.

MS. SHULER: Omitted.

THE COURT: The other George is out.

MR. SABB: We agreed George Junior is out.

THE COURT: Right, that's correct. Okay. It probably just says judgment for the defendant and/or for the plaintiff in the amount of.

MS. SHULER: Your Honor, if we can have the defendants listed out separately.

THE COURT: Yes, we -- the jury finds the defendant was unjustly enriched? Yes or no. No, stop deliberations. If yes go on to question two: We, the jury find restitution in the amount of

blank. What would you want to change on that?

MS. SHULER: If we could list the defendant out separately. We find that the defendant ---

THE COURT: Isn't this joint several liability?

MS. BARR: We're requesting a verdict joint and several with each defendant. And Judge, we think it would be cleaner if you list all three of them together because the jury might think that ever -- if jury finds in favor of the plaintiff they might think that they should award our plain amount against each defendant.

THE COURT: It says joint and several. I'm just going to leave it as it is; I'm satisfied. All right, thank you. Y'all ready to argue?

MS. SHULER: Yes, Your Honor.

THE COURT: All right, bring them in.

(WHEREUPON, the jury was returned to the courtroom at approximately 10:05 a.m., and the following proceedings commenced in open court.)

THE COURT: All right, ladies and gentlemen, I hope you had a good night's rest. As I told you, all the evidence that you're gonna hear in

this case has been delivered to you. Now is the time where the attorneys will give you their closing arguments and I will then charge you the law that is applicable to this case and then you will be sent back and then you can start discussing your case and deliberate amongst yourselves.

All right, plaintiff ready to proceed?

MS. BARR: Plaintiff's ready.

THE COURT: Defense ready?

MS. SHULER: Yes, Your Honor.

THE COURT: All right.

MR. SABB: Judge, might we approach on one issue first please.

THE COURT: You may.

(WHEREUPON, counsel approached the Bench for an off-the-record discussion.)

THE COURT: All right, let me add one thing, the defendant has made a counterclaim at the close of the testimony yesterday. I, as a matter of law, denied the defendant's counterclaim so the only thing that will be before the Court is the plaintiff's claim and then the defendant will defend on that. So there's -- that's the posture of the case at this point in time.

All right, you may proceed.

MS. BARR: May it please the Court, Ms. Shuler, Mr. Sabb, ladies and gentlemen of the jury, good morning. I want to take this opportunity to thank you all for being with us this week; and when I thank you all, I recognize that obviously you didn't volunteer to come up here. And probably the last thing you all imagined yourself doing this week was sitting on jury duty in civil case, but I really want you to know that we certainly appreciate your service and the time and the attention that you've given this case. There are not a whole lot of things that the plaintiffs and the defendants in this case agree on; but we certainly agree that we could not do what we do as lawyers without good folks of the community willing to come in and serve on jury duty so we thank you all.

I don't know whether or not you all have ever been involved in a criminal case as a juror. In criminal cases the burden of proof is beyond a reasonable doubt. Some of you may have seen it from a different crime shows you watch on television, and I'm gonna to tell you a little bit about how the burden of proof is different in this case shortly. Let me just tell you, give you highlight and overview of all of the evidence and all of the

testimony that you heard today. You all are here because Andrew Gaddy as president of Gaddy Oil filed a lawsuit against George Rishmawi against Dollar and More, Incorporated and against G&S Transport, LLC. And it is important that I make sure that you all understand why these three individual defendants are in this case.

You heard the evidence. Mr. Rishmawi and Mr. Gaddy had a business relationship that standed two or three years. That during the course of those two to three year period of times that the plaintiff Mr. Gaddy allowed George Rishmawi and his company to use his line of credit at a gas terminal. And during these period of times Mr. Gaddy, I mean Mr. Rishmawi and his various companies and convenience stores, benefited and profited from that relationship. And for month after month after month after month for two years these defendants profited from that relationship. Every month the defendants would send drivers to the TransMontaigne terminal. Every month they would get thousands and thousands and thousands of gallons of gas, and every month they would pay their bill and a little extra for the privilege and convenience of using Mr. Gaddy's line of credit. And everything was going fine.

Everything was going smoothly till one thing happened. Mr. Gaddy by this time in '09 I imagine he would have been in his mid to late 70s, found out for the first time, wait a minute, I'm not supposed to be paying this guy some money, he doesn't have a real estate license. He doesn't have a brokers license. You can't earn a commission when you're sell commercial property when you don't have a brokers license. He was told that by another real estate agent and he wanted to confirm it so he goes and does the research and realizes, oh, my God, you really aren't supposed to do that. So he told Mr. Rishmawi, sir, well I'm sorry, I didn't know that what I was doing, I wasn't supposed to be doing that and you're not allowed to earn a fee on that because you're not licensed by the State. And folks, that is important because I'm quite sure Ms. Shuler is going to argue very eloquently to you that, wait a minute, he made his payments for three years. But the importance of having that real estate brokers license is so that you are trained by the State not only to know what to do, but also so the folks that you're dealing with, your buyers and your sellers, they'll know whose side you're on. But see, Mr. Gaddy was under the mistaken impression

that George Rishmawi was on his side in that transaction. The scene that Mr. Rishmawi paid up for Mr. Gaddy was, you know, you have a hard time with this business, it's not opening, you know, the people who were running it before were stealing from you, you had to close it down. He saw him coming a mile long. This guy is desperate. He wants to get rid of this place. See, Mr. Gaddy thought the business should sell for the 650,000-dollars. No you're not gonna get that, you want it I'll help you get it, I'll help you get it. So the whole time he's relying on this guy, trusting this guy the entire time. But guess who else was relying on trusting and depending on this guy? The Abuaita brothers. They were relying on him too. See, they came in here, Issa Rishmawi came in here and told you, I didn't know he was getting ten percent of my mortgage payment. And that's the important thing that I want you to remember about all of those transactions. I wanted to talk about that first, lay the scene out for you so you can have an appreciation for why the law requires you to be licensed. So that buyers know whose side you're on and sellers know whose side you're on. This guy was playing both. He was playing both, and the law

doesn't permit that. When Mr. Gaddy became aware that the law doesn't permit that he says, wait a minute, I can't do this anymore, I'm not supposed to do this anymore.

Now let's bring it back to why we are here. Folks, this is really in my estimation a simple issue. One question is, did the man get the gas, did the defendants get the gas? Well, if we were to just to rely on Mr. Rishmawi's testimony we wouldn't know the answer to that question. It was like pulling teeth to get that information out of him. Well, sir, didn't your company get the gas? I don't know, I don't know where it went, I don't know, I don't know. So, good thing that we had these bills of lading, god bless them. Plaintiff's Exhibit Number 5. Mr. Rishmawi wants to come in here and argue, wait a minute now, that says that sold to Gaddy Oil, can't prove that I got any gas, you can't prove that G&S Transport got any gas, you can't prove that Dollar and More got any gas. That's another sold to Gaddy Oil. And see, if you didn't know the whole story and if you didn't know what Mr. Gaddy had testified about, you'd believe him. But see, the problem is, the documents that these folks have been relying on for two years to

document the transactions back and forth, they tell you who got the gas. Carrier, G&S Transport, LLC. So on yesterday when Mr. Rishmawi says, well, I don't know where it went, it could have went to this place or it could have went to that place, Mr. Sabb says, wait a minute, sir, who is this Richard Thornhill person, who is that? Oh, well, I think that might have been my driver. Richard Thornhill, as you can see from that exhibit, was the driver who picked up that, those gallons of gasoline that day. Now I'm sure that Mr. Rishmawi would have you all to believe that all this stuff is just a big coincidence because I think after he concedes the point when he's confronted by these documents, okay, yeah, you got me, my driver picked it up, yeah, he was using my company's truck, okay, you got me. But the only reason I didn't pay it is what he wants you to believe, I never got a bill, how am I supposed to pay it if I never got a bill, I didn't even know how much it was due. And so when Mr. Sabb has to them come and show him a copy of the lawsuit that was served on him two-and-a-half years ago that had the bill on it attached to the lawsuit, oh, now he remembers.

Folks, do we really believe that in the

three year period of time since this transaction occurred that he had no idea how much all that gasoline cost? That this week in court is the first time he had any idea that he had taken 32,000-dollars worth of gasoline. I submit to you that it is not true. When he says, okay, well my company got the gasoline, my driver signed the invoice but I didn't know how much the bill was, part of me thought, well, if he concedes that his driver signed bill of lading, if he concedes that the gas went into his company's truck but does not concede that he knew the amount of the bill, I started thinking, I said, well hum, well how did he get the bills for the last two years 'cause it's mighty odd to me folks. I mean, you just can't, it's might odd to me that you never had a problem getting the bills for two years, two and three and four times a month we had transactions going on for two years, never had a problem with the bill. All of a sudden Mr. Gaddy says, wait a minute, I'm not gonna pay you something I'm not obligated to pay you, oh we didn't get the bill. And I started looking through some of those bank transactions, particularly the ones that were done the month before.

I'm gonna publish Plaintiff's Number 2. That's one of the checks. That's the 40,000-dollar check that G&S Oil or G&S Transport deposited to Gaddy Oil's checking account. I wonder how he got that bill, how he got that invoice. How did his company know to pay that invoice? Now when you look at the date, folks, on that check that check is posted June 8, 2012; it's $40,033.86.

Let's go back and look at his bank statements around that time. I'm gonna publish relevant portions of Plaintiff's Exhibit Number 1. These are Gaddy Oil's checking account statements. And again, I want you to be mindful of that date June 8, 2012; and I want you to be mindful of the amount of that check, $40,033.86. We publish the June statement from Gaddy Oil's checking account we see that, folks, on June 8th there's a customer debit from TransMontaigne. You see that? June 8, 2012. The amount of that debit is $40,268.86. Y'all remember Mr. Gaddy testifying that Mr. Rishmawi and his companies would pay a little extra beyond the billings? Well, look folks, when is that 40,000-dollar check deposited into Gaddy Oil's account? The exact same day. So Mr. Rishmawi wants you to believe, well, wait a minute, we had to

go through this fancy system where TransMontaigne was supposed to send an invoice to Mr. Gaddy and then it was Mr. Gaddy's responsibility to get the payment to my company. If that were true, if that were true, how in the world was that company able to pay, put 40,000-dollars into Gaddy Oil's account the same day of the transaction? How is that able to be done? Because his drivers, his drivers got the invoice and they turned it around and gave it to him. That's how that was done.

Mr. Gaddy said that what the company would do, he would let them know, listen, Mr. Rishmawi, you can use my credit, whatever he needs he has. And folks, God bless him, when you work the hard life that he has, a long life and you work in business for a long time and you have good business relationship with folks, you get this situation where you can have unlimited credit. When Mr. Gaddy got up and testified that he has limited credit with TransMontaigne I said, wow, that's a testament to his hard work and his longevity in his career. But he told him, listen, give them what they want, and actually had TransMontaigne to fax the invoices directly to the company. But no, he, Mr. Rishmawi would have you believe that the only reason why he

didn't pay this bill is because he never got a copy of the invoice. Then I would then be curious, how did he get a copy of this invoice? This is 21,000-dollar check just four days later, just four days after the first one. How did he know to pay that bill?

Folks, on June 28th G&S Transport deposits almost 4200-dollars into Gaddy Oil's account. How did he get that bill? How did he know to pay that invoice? A few days later G&S Transport deposits another check, almost 18,000-dollars into Mr. Gaddy's account. Where'd he get that invoice? You see, folks, unlike Mr. Rishmawi, we brought our documents to court. We didn't have anything to hide. We knew this case was coming up. So we have our evidence here. He's had it from day one. Mr. Rishmawi, on the other hand, all these years have gone by. He's been to deposition, he's been to court for three days, not one single document. That is telling.

Mr. Gaddy has come into this courtroom only asking for one thing, give me my money back, man, that's all I'm asking for. I don't want any more or any less than what I'm entitled to. You know, 16 to 18-thousand dollars that he paid that he

didn't know he was supposed to pay, I'm not even worried about that. He's telling us I just want my money back. The interest that I had to pay on this loan, what he's telling you all, I'm not even worried about that, I just want my money back.

Mr. Rishmawi -- and it's something quite brilliant actually in terms of how he structured these businesses. He will have you all to believe that, hum, well, I really don't have anything to do with Dollar and More, the business, that corporation, hum, no, I really don't have anything to do with G&S Transports, that's somebody else, somebody in my family owns that, I realty don't have anything to do with that. But who's the one at every turn in the midst of all this? It's not his daughter, it's not his son, it's not his wife; it's him. He's the one. George Rishmawi is essentially Dollar and More, Inc. and essentially G&S Corporation because let me tell you how you can be sure that this is, in fact, the case. G&S Transport didn't have anything to do with the sale of that Exxon store in Lake City to the Abuaita brothers, right? They had -- that corporation had nothing to do with that sale. Dollar and More, another corporation that owns the corporation, had

absolutely nothing to do with the sale of that business in Lake City. So if Mr. Rishmawi really had nothing to do with those corporations and he felt like, okay, well since you, Mr. Gaddy, stopped paying me my money I'm gonna stop paying you my money. Why didn't the corporations just pay the bill? If he's truly separate as he wants you to believe, why didn't he just as a private individual file a lawsuit against Mr. Gaddy and let his company pay that 32,000-dollar bill just like his company had paid all the other bills for the two year period of time before. The reason why he didn't, folk, because they're all one and the same. And when he shuts it down and he says no, it gets shut down and it's a no.

Our law does not permit an unjust prosper, and that's essentially what Mr. Rishmawi has done. He has prospered very well. He was able to keep 32,000-dollars worth of fuel and sell it to whomever presumingly at a premium and make a profit, and he is not held to account for anything.

When Mr. Sabb told you all earlier that the courtroom is a place of peace, I agree with him one hundred percent. This is truly the place in our county, in our state, in our country where parties

can come in and seek justice. Mr. Gaddy on behalf of Gaddy Oil, Inc., folks, just seeks justice in the case. Folks, we would submit to you that justice in this case demands a verdict in favor of the plaintiff in the amount of $32,248.41 cents and we ask you to return a verdict in that favor. Thank you so much, appreciate again your time and your attention.

THE COURT: Ms. Shuler, for the defendant.

MS. SHULER: Thank you, Your Honor, may it please the Court, Mr. Sabb and Ms. Barr.

MR. SABB: Yes, ma'am.

MS. SHULER: Good afternoon, ladies and gentlemen, thank y'all so much for your attention over the last three years. We took you from your homes and your jobs and you have much more important things to do I'm sure than to sit here today, but today is an important day just like the other two days have been for Mr. Gaddy and for Mr. Rishmawi. Ladies and gentlemen, the judge is gonna charge you on the law on this case in just a few minutes. He is the judge of the law and you guys are the judge of the facts in this case. It is your job to apply the facts to the law as the judge charges you in just a few minutes.

Now the burden of proof in this case is a greater weight of the preponderance of the evidence, and I know that that probably sounds like Chinese to you guys. But what that means is, if you take the scales of justice out and the plaintiff tips the scales ever so slightly in their favor, then there's -- you find in their favor. Now Mr. Gaddy has pled a cause of action for unjust enrichment, and the judge is gonna tell you what that is but I'm also gonna tell you what that is right now. And what that means is that there was a benefit conferred on the defendant by the plaintiff. That the defendant realized that benefit, that he took that benefit, and that based on the circumstances, him retaining that benefit, is unfair. So what you have to decide, ladies and gentlemen, is whether there was a benefit conferred on G&S Transport, Mr. Rishmawi, and Dollar and More, whether Mr. Gaddy and Gaddy Oil Company conveyed that benefit on him and whether it's right for him to retain the benefit of whatever he may have been given. That is your job; that's what you guys have to determine.

Now I'll submit to you today that Mr. Gaddy, Gaddy Oil, has not proven their case. Let's take a look at these bank records.

Plaintiff's Exhibit Number 4 is an invoice and the date of that invoice if you will look is June 29th, of 2012, and it says that the due date is July 9th of 2012. The ship to address is Gaddy Oil Company. The address on the invoice was Mr. Gaddy's P.O. Box. So this invoice was generated on the 29th and sent to Gaddy Oil Company at P.O. box 856 in Lake City. So why is it so difficult to believe Mr. Rishmawi whenever he says Mr. Gaddy got the invoices and he sent them to me and I didn't get this invoice. That's not difficult to believe. Look at the dates on the invoice, look at where that invoice was sent. Mr. Rishmawi testified that his drivers would get a bill of lading. It looks like that right there. There's no amount due on that bill of lading. His drivers would pick that up. There's no amount due. How is he supposed to know what to pay by the bill of lading? When we look at Mr. Gaddy's bank records there's a deposit for $40,033.86 on June 8th, and Mr. Gaddy has given us a check for June the 8th that was deposited in his account. Have you seen any other checks or deposits? You've just seen notations that it was done. You haven't seen the back of where the other deposits came from. Mr. Gaddy says he wasn't doing business with anybody

else. Why didn't he give you the backup documentation to all those other deposits?

You'll also notice on this bill of lading it says sold to Gaddy Oil, shipped to Gaddy Oil. The carrier is G&S Transport, LLC. This bill of lading, carrier G&S Transport, LLC, destination, Joel Street, South Carolina. Why should it be Mr. Rishmawi's job to prove Mr. Gaddy's case? It shouldn't be. They want you to believe that not bringing in a driver was Mr. Rishmawi's fault. They certainly could have brought the driver in here. They certainly could have subpoenaed him and had him come to trial. They could have brought in anybody else they wanted to bring in. It's not all on Mr. Rishmawi to do that. Yet Mr. Sabb, his signature saying I say is the devil is in the details. And ladies and gentlemen, you look at the details on this case; there's something lacking. You have two very business savvy men. They want for you to believe that Mr. Gaddy was a 82 year old man, based on his age he was taken advantage of. You didn't gather that impression one bit when he was on that witness stand. He knew his stuff. He knew it just as well as I knew it. He testified and recalled every single event just like it happened

yesterday. He is not some poor old man that's here taking, being taken advantage of; that's certainly not the case. He was sharp and he is sharp today. These men as you can see do business on a handshake and a promise. There is no contract between these two parties. There was nothing along those lines at all. It was a handshake and a promise. And what Mr. Rishmawi relied on was a handshake and a promise on that Exxon Oil Station gas sale or gas station sell. He relied on a handshake and a promise.

Mr. Gaddy with Gaddy Rentals entered into a contract with the Abuaita brothers to sell his store in Lake City. This contract for sell is dated January 23rd of 2009. He did not deed that store over to the Abuaita brothers for two years after, at least two years after that contract was signed. He retained title to that store for at least two years after he said he was gonna sell the store to the Abuaita brothers.

Ladies and gentlemen, what happened in that store during those two years? It went from a store that was closed that didn't have a renter, that was not operating, that did not have adequate gas pumps or equipment to a booming business. You have two gentlemen that are operating a store and

operating very successfully; and because of that, Gaddy Rentals gets $5,189 a month every month like clock work. You heard a lot of evidence and testimony about a promise, about what Mr. Rishmawi said was a promise, a promise to pay for his role in that sale. And you heard that those, that promise was fulfilled for three years, two-and-a-half to three years. Mr. Rishmawi extended his credit, his time, his money, his expertise in that store. He did what he could do to get that business rolling. He used his contacts, talked to people at the coolers company and TRACO and MECO, all of those things.

Ladies and gentlemen, you have, you have something very powerful and that's your good common sense. And you can take that good common sense back to that jury room when you begin deliberations and you can apply every bit of the evidence and testimony that you heard in this courtroom to the facts and circumstances in this case. Mr. Gaddy wants you to believe that Mr. Rishmawi was trying to take advantage of him and get a commission. You heard him yesterday say it was not a commission; those were Mr. Gaddy's words. Mr. Gaddy said that every month when G&S Oil Company would purchase on

his account he got a commission. The commission was his word. The deposit 40,333.86. The debit is 40,286.86. On each one of those transactions Mr. Gaddy made a little bit of money, a commission is what he called it. Those were his words.

Mr. Sabb asked Mr. Rishmawi where everybody else was yesterday, where all of his other people were. And I would disagree with Ms. Barr in that Mr. Rishmawi said that he didn't have anything to do with those companies. That's certainly not what he said. It was, if I recall his testimony correctly, he said that he was not the owner of G&S Transport, LLC, he was not the owner of Dollar and More, that he was the acting agent for those companies. So he was here representing the two companies in court. He is their acting agent. That was his words. He's not here telling you that he doesn't have anything to do with this case. His testimony was is he didn't have any documents, nothing on paper that backed up his claims, nothing. It's just the way it was.

I'm sure that you guys have seen faxes before and typically with a fax there's a line on there that ways this is the number that it was to or where it was came from. There's no indication that

that document, it was faxed. There's no indication that that invoice was faxed. Neither is that. You'll see at the top of that, it does -- there is a fax on top of that. So why is it so hard to believe -- and that was Mr. Gaddy's hand writing. So again, why is it hard to believe that Mr. Rishmawi did not get the invoices. Because I tell you that it's the truth they were made.

Ladies and gentlemen of the jury, I thank you for your attention. I'm not gonna take up anymore of your time. I'm gonna ask for you to listen to Ms. Barr and listen to the judge. Whenever you go back into that jury room use your good common sense, use that to apply the facts of this case and I am confident that you will come back with a verdict in favor of Mr. Rishmawi, G&S Transports, LLC, and Dollar and More. Thank you.

THE COURT: Thank you, Ms. Shuler. Mr. Sabb, reply?

MR. SABB: Thank you, Your Honor. If it please the Court, Judge, folks, good morning. And I'm not gonna be up here long. I just want to respond to just a couple of things that my colleague whom I respect greatly and admire her for all that she does, not only what she's doing in this case but

all that she's done throughout her professional career. Kimberly and I have nothing but admiration for our colleague. But you know, this case really is not about the lawyers and in some instances it's really not about the litigants; it's all about the facts of the case. This may come as breaking news to you all, I'm not sure, but everybody who takes that witness stand don't tell the truth. That might be shocking to you all. Well what you're gonna hear in the judge's charge on the law and what you all are to consider in every case is it's called credibility of witnesses, believability of witnesses. You can believe all of what a witness says or none of what a witness says. You can see whether or not a witness' testimony is corroborated, that is, whether or not it's buttressed, whether or not there's conformation in other evidence as to what they're telling is the truth, or whether or not what they're saying is inconsistent. You can consider whether or not a witness says on the witness hand, well, I paid for repairs; on the other hand, well, I was getting money on what I was getting. On the other hand, well, I was getting money because of my expertise. You can consider whether or not a witness is hesitant, all of those

things. But the reason why the Court will give you all those tools as guidance is because we know everybody who takes that witness stand doesn't tell the truth. Oftentimes they tell just what they have to tell. They concede only what they must concede.

Let me just ask a question. If this case is all about the fact that he hadn't seen the bill until yesterday, why didn't he say, okay, I got the bill and I'll pay it. If that's really the truth. It's not the truth. The reality is he will never pay that bill. This company that he absolutely controls. Kimberly is absolutely right. If he says no, the companies say no. The essence of it, folks, is that he simply will not do it, Mr. Foreman, unless there is a number on that verdict with your signature that speaks the truth of this case.

You know, Ms. Barr and Ms. Shuler talked about -- and it was important and I'm glad they both did -- they talked about this side transaction that is no longer before you all and there's a reason why. You know, the law is a beautiful thing and the beauty of the law is that it is designed, folks, to protect the weak as well as the strong, to protect those who are learned and those who are knowledgeable and not as learned, protects the old

and the young. I mean, the law is a beautiful thing. And so because the law is the way the law is we don't have to worry about that transaction. It is simply gone because the law has dealt with it. And so I just wanted to make clear that that is no longer an issue for consideration, although it was important for both of the lawyers to discuss it.

Now Ms. Shuler takes the position that we have not proven our case, okay, that's what she told you all. Ms. Barr talked a little bit about the difference in a criminal case and civil case from a burden of proof standpoint, but I want to give you all an analogy. It's football season, and here's how it goes. Our burden of proof in this case is by what we call the greater weight or the preponderance of the evidence. You know, football is all about getting across the goal line. Either you're going to score a touch down, a field goal or extra point, but it's all about going across the goal line. Not in a civil case. In a civil case it's all about getting beyond the fifty yard line. So if you get one inch beyond the fifty yard line as far as the civil cases are concerned it's touchdown; we have met our burden of proof. Some people used to call it like having the scales of justice and if the

scales were to ever tip so slightly in the plaintiff's favor, then they've proven their case. We submit to you all the evidence in this case is actually a touchdown. It's a touchdown. It's a touchdown because we know the truth, and that's really what it's all about. At the end of the day the purpose of the court proceedings -- and His Honor told you all at the beginning, it is a search for the truth. And the truth is G&S Transport was getting gas all along. They got it in this case, Rishmawi got mad because his scheme was no longer gonna work and he says I ain't gonna pay you. And you know, what's appalling about it, the company got boat loads of money, boat loads. Look at those invoices: 40,000-dollars one day, 20,000-dollars another day, 18,000-dollars another day, boat loads of money. But you know what big companies do to little people, they squish 'em. That's what the real business world is like sometimes, you know, because I can do it, because I got it, I'll show you. So then the little guy got to go borrow 32,000-dollars. He can't just go in any one of his corporations and get it out. He's got to borrow it. Then he's got to pay interest on it. What are they doing? Living high on the hog, selling the gas and

making profit while this guy is struggling making his payments. It ain't right and it ain't fair.

And you know, but, I want to be able to live like him. You know, I want to be able to live in a graceful way where you don't want anymore than what you're entitled to; and rather than being greedy and going for every single penny, he said look, I just want it over, I just want what's coming to me and let me go on about my business. He's not envious of the Abuaita brothers and their success. God bless 'em. He doesn't want anything from them. They came to him and they said, well, we started this transaction this way, we're paying you like we're supposed to, you have any problems giving us the deed? What'd he say? No, everything is going fine, I'm happy. All he's living for, he just want to treat people like he wants to be treated. And all he's asked for in this case and I hope you all can see it, he wants the $32,228.42 that they took out of his account. That's all he's asking for. That G&S Transport, the gas that they got, that they had been paying for before Mr. Rishmawi got mad. All he wants is his money back. And then he asked this one other thing of you all as jurors. He says, folks, if y'all don't mind please, what I had to pay

when I got this was $1,922.40. He said that's what I had to pay the first time to renew this note. And so he asks you all -- and let me tell y'all one more thing. I just put that up there but this man not used to asking people for anything. That's not how he has lived his life. The idea of coming into court, I mean, think about it. The man's been in business for 50 something years. Now y'all know how we are, we don't always pay our bills. I bet you numbers of accounts that he's had to right off over the years rather than bringing people into court. That's not the way he lived; that's not the way he lives. And quite frankly, he said to me one day, look, I spent more time on the earth than I got left, and I'm certainly not going to change the way that I'm living now because I need to be closer to where I want to go. And so this whole idea of coming before you all and asking you to award a verdict is not something that he prefers to do; but guess what, he's got no choice. It ain't about them not getting the bills; it's about them punishing him and not paying him. And so he's asking, I'm asking as his lawyer, that you all bring back a verdict in this case for $34,220.82, $34,220.82 cents. That's $3,4220.82 folks. That's the verdict that speaks

the truth in this case.

You know, two more points and then I'm gonna sit down. There's a Holiday Inn commercial on television that involves some jurors. The jurors were taking a long time so the judge sent the bailiff back in the room and the bailiff went back there and knocked on the door and they were all business, all studying the case while the bailiff was in there and so then the bailiff went back and told the judge, Your Honor, they're still deliberating. The second the bailiff left, then they broke out the pizza and the sodas and they were just having a good time because they were at the Holiday Inn and they were having fun and that was the whole thing of the commercial. Folks, really we believe in this case that you shouldn't have to take a long time. Take whatever time you need, but we really believe the evidence in this case is clear and so we're asking for you to please, ma'ams and sirs, consider swift justice. After you've listened to the law that the Court will give you we'd ask that you please ma'ams and sirs consider swift justice and bring back a verdict for $34,220.82.

Lastly, lastly, let me say thank you again to this court, to our clerk, to all of our bailiffs

for the courtesies that they've extended in this case. I want to thank you jurors for what I consider giving your almost infinite patience to us. Mr. Gaddy sits there as an individual. Mr. Gaddy sits there with all he has. He sits there with all he loves. He sits there as a man of all who loves him; and all of that, we now place in your hands. Thank you, Mr. Foreman, ladies and gentlemen.

THE COURT: Thank you.

All right, ladies and gentlemen, all the testimony has been presented. The attorneys have given you their summation. Now is the time where I will charge you the law that is applicable to this case. And ladies and gentlemen, I remind you that during this trial you and I have certain duties to perform. As the trial judge it's my responsibility to preside over the trial of this case and I also have the duty to rule on the admissibility of evidence that has been offered during this trial. You are to consider only the evidence that is before you. If there was any testimony ordered stricken from the record during this trial you must disregard that testimony. You are to consider only the testimony that has come from the witness stand and any exhibits which have been made a part of the

record and any stipulations of counsel.

Now ladies and gentlemen, I have the additional duty to charge you the law that is applicable to this case, and it is your duty as jurors to accept and apply the law exactly as I now state it to you. If you think you have an idea as to what the law is or what the law ought to be and it does not agree with what now I tell you the law is, you must forget that idea because, ladies and gentlemen, you took an oath and you are sworn to accept and apply the law exactly as I now state it to you.

In every case tried before a jury, you the jury, become the sole and exclusive judges of the facts; and as a trial judge, I cannot comment on or make any statement about the facts in a case. As I said, you are the jurors and you're the sole judges of the facts and do not think by anything that I've said during the trial that I have any opinion about the facts of the case. The law simply does not allow me to have an opinion about the facts.

Now ladies and gentlemen, as we've said, the burden of proof in this case is by a preponderance of the evidence. And a preponderance of the evidence simply means the greater weight of

the evidence and it is evidence which as a whole shows that the facts sought to be proved is more likely true than not true. As we told you before, this can be illustrated by a traditional set of scales. When the case begins the scales are absolutely even. After all the evidence has been presented, if the scales remain even or tip ever so slightly in favor of the defendants, then the plaintiff will have failed to meet its burden and would not be entitled to recover in this case. If, on the other hand, if the scales should tip ever so slightly in favor of the plaintiff, then the plaintiff will have met the burden of proof and you should return a verdict for the plaintiff.

Now ladies and gentlemen, the preponderance of the evidence is not determined by the number of witnesses; instead, it must be determined by the greater weight of all of the evidence in this case. Now ladies and gentlemen, there are two types of evidence that are generally presented during a trial. There's direct evidence and there's circumstantial evidence. Direct evidence is the testimony of a person who claims to have actual knowledge of a fact such as an eyewitness. It is evidence which immediately

establishes the main fact to be proved. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact. It is evidence which immediately establishes collateral facts from which the main fact may be proved or may be inferred. And circumstantial evidence is based on inference and not on personal knowledge or observation, but the law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence; nor is a greater degree of certainty required for circumstantial evidence than of direct evidence. Ladies and gentlemen, you should weigh all of the evidence in this case. The facts and circumstances should be considered in light of ordinary experience and your common sense, and the existence of a fact cannot be based on speculation, surmise, or conjecture.

Now ladies and gentlemen of the jury, necessarily, you must determine the credibility of the witnesses who have testified in this case and credibility means believability. And it becomes your duty as jurors to evaluate the evidence and determine which evidence convinces you of its truth. And in determining the believability of witnesses

who have testified in this case, you may believe one witness over several witnesses or several witnesses over one witness. You may believe part of the testimony of a witness and reject the remaining parts of the testimony of that same witness, and you may believe the testimony of a witness in its entirety or reject the testimony of a witness in its entirety. And you may consider whether the witness has an interest in the result of this trial, whether the witness is prejudiced towards either the plaintiff or the defendant and the opportunity for the witness to have seen the matters and things about which the witness may testify. And you may consider the way the witness acts on the witness stand.

Now ladies and gentlemen, during this trial we had testimony by way of deposition of witnesses taken outside of the courtroom. A witness may or may not appear personally before you in a deposition, was taken in a manner prescribed by law and you will consider the testimony that deposition just as if the witness was here on the stand testifying. And you may take the testimony, the deposition testimony, in conjunction or in connection with other testimony as you assess the

credibility of that witness from anything that might be in the record and that will aid you in doing so. And you -- you may consider the deposition evidence along with the testimony of the witnesses who have appeared in person and you determine from all the evidence in this case whether the witness presented or by deposition or whether exhibits in this case what the truth of this controversy is according to you as you find them and then apply the law as I give it to you.

And now, ladies and gentlemen, when a party fails to produce the testimony of an available material witness who is within some degree of control of a party it may be inferred that the testimony of such witness if presented would be adverse to the party who failed to call the witness. The unfavorable inference arising from the failure of a party to call an available material witness may be drawn only where under the circumstances of a case the failure to produce such witness creates suspicion of a willful attempt to withhold competent evidence when the presumption is drawn it cannot be treated as independent evidence of a fact, otherwise unproven but can only be considered in determining the credibility of probative force of the evidence

presented and the inference has the effect only of authorizing the jury, you the jury, to give greater weight to the evidence of the adverse party or to give less weight to the evidence of the party who failed to call the witness than it might otherwise have done.

Now ladies and gentlemen, the plaintiff alleges that the defendant was unjustly enriched. A parties may be unjustly enriched when it has and retains benefits of money which in justice and equity belong to another. In order to prove the defendant was unjustly enriched the plaintiff must prove that by a preponderance of the evidence. It must prove that by a preponderance of the evidence as I stated. The remedy for unjust enrichment is restitution and restitution permits recovery of that amount when the defendant has benefited at the expense of plaintiff in order to include unjust enrichment. And to recover restitution in the context of unjust enrichment the plaintiff must show one, that he conferred a non-gratuitous benefit to the defendant; two, that the defendant realized some value from the benefit and it would be inequitable for the defendant to retain benefit without paying the plaintiff for its value.

Now ladies and gentlemen, there are two possible verdicts which you may find in this case. And number one is we find: We, the jury, find that the defendant was unjustly enriched and there'll be a blank that says yes. And if you check yes you go to question two. If you check no, then you would stop your deliberation. And then number two would be: We, the jury, find restitution in the amount of blank for the plaintiff, and that will be in your consideration. Now ladies and gentlemen, there's no significance whatsoever in the order in which to state the possible verdicts; it's just that one must be stated first.

Now ladies and gentlemen, all twelve of you must agree on the verdict. Your verdict cannot be based on sympathy, passion, prejudice, emotion, or any other consideration that is not in evidence in this case.

Mr. Foreman, when the jury does reach a verdict please check the box as I just said, sign your name at the bottom. It's already dated for you. We assume you're gonna end today sometime so. Then please knock on the jury room door, let the bailiff know that you have reached a verdict and then you will be received back here in the courtroom

for publication of your verdict. So ladies and gentlemen, I ask that you go to your jury room now but do not begin your deliberations as there are some matters that I still must take up with the attorneys. All right, thank you.

(WHEREUPON, the jury was removed from the courtroom at 11:13 a.m.)

THE COURT: Are there any other objections to be placed on the record, and I think you've got something you want to place on there as well.

MS. SHULER: Thank you, Your Honor, may it please the Court. Prior to beginning our closing arguments, Your Honor, there was a side bar conference where Your Honor ruled that I would not be allowed to present evidence of the nonpayment of the ---

THE COURT: Yes, ma'am.

MS. SHULER: ---agreed upon money that Mr. Rishmawi had presented evidence.

THE COURT: That was based upon my ruling yesterday.

MS. SHULER: That's correct, Your Honor. And Your Honor, that, the ability to argue that goes into the crux of payment or nonpayment. It is a defense that we have presented to the Court. There

was evidence of that presented from the witness stand so, Your Honor, just for the record we would like to place our objection to Your Honor's ruling on the record as we should have been allowed to go into that during closing statements.

THE COURT: All right, very well. Are there any other objections from the plaintiff?

MS. BARR: Judge, we don't have any exceptions or objections to the Court's jury charges. We would just place on the record that even if the defense takes the position that they were entitled to present their counterclaim or cross-complaint to the jury, one, I believe the crux of the counterclaim and cross-complaint is that the, this defendant did repairs and/or offered his services to the now owners of the Lake City Exxon, and therefore, that was a benefit that was realized as a result of his expertise. One, Judge, at relates to any repairs that were done, there was testimony by the brothers that they reimbursed Mr. Rishmawi for all the repairs so as to that issue, the defendant would not be entitled to submission of any dollar amount to the jury for repairs that they expended. As I understand, that testimony regarding those repairs being repaid to

defendant was uncontradicted. Two, if the defendant is seeking reimbursement for his expertise, Judge, there was no testimony presented as to the value of that expertise. It would simply be up to the jury if they believe it to be credible to speculate as to what that value was; and again, that was not a value that was realized by the plaintiff. It was a value that was realized by the Abuaita brothers so we just want to place those arguments on the record to in support of the Court's denial or the granting of our directed verdict motion on that counterclaim.

THE COURT: All right, thank you. Here's the verdict form. If y'all want to get together and make sure all the proper exhibits go back to the jury and then once they do we can tell them they can begin their deliberations. Thank you. Do y'all have any objections to sending the jury charge to the jury?

MS. BARR: I don't.

THE COURT: Do you have any objection, Ms. Shuler?

MS. SHULER: Your Honor, that falls within your discretion.

THE COURT: Okay, we'll go ahead and send it to them if you got a printed copy.

(WHEREUPON, jury began deliberations at 11:17 a.m. and a recess was taken from the proceedings.)

THE COURT: Let's bring our jury in.

(WHEREUPON, the jury was returned to the courtroom at approximately 12:00 p.m., and the following proceedings commenced in open court.)

THE COURT: Mr. Foreman, has the jury reached a verdict?

THE FOREMAN: Yes, we have, Your Honor.

THE COURT: Is it unanimous?

THE FOREMAN: Yes, sir, it is.

THE COURT: Please pass it to the bailiff or the clerk.

(Verdict form was tendered to the Court.)

THE COURT: Please publish.

THE CLERK OF COURT: In case number 2012-CP-45-471 Gaddy Oil, Incorporated versus George Rishmawi, Sr. a/k/a Issa G. Rishmawi, individually and trading as G&S Transport, LLC, and Dollar and More, Incorporated, G&S Transport, LLC, and Dollar and More, Incorporated, as defendants. We, the jury, find that the defendant was unjustly enriched: Yes. Two: We, the jury, find restitution amount of

$34,220.82 for the plaintiff. It is signed by the foreperson Ronald Jenkins dated September 10th, 2015.

THE COURT: Ladies and gentlemen, if this is your verdict and still your verdict please raise your right hands.

(All jurors complied by raising their hand.)

THE COURT: Let the record reflect that all jurors raised their right hand. Would the defendant request polling of the jury?

MS. SHULER: No additional polling, Your Honor.

THE COURT: All right, then the verdict stands. Ladies and gentlemen, I want to take the opportunity to thank you for reaching a verdict. You know, it's not always easy to reach a verdict, but y'all did and that's what y'all were asked to do. So ladies and gentlemen, thank you. As always as you were going out I told you couldn't discuss the case with anyone. Well, you can it with anyone and for long as you want to in this matter or as little as you want to. This counts as your jury service so I'm gonna excuse you.

(Jury was excused.)

THE COURT: Do you want ten days to file

your motions?

MS. SHULER: Your Honor, I can put them on the motion. At this time I would move for a judgment notwithstanding the verdict or in the alternative new trial. The defendant was denied his day in court. He was denied his ability to present his defense. Your Honor, we think that that entitles him to a new trial. In addition, Your Honor, he was denied his right to present his counterclaim. He was denied his ability to put that in front of the jury and enable them to make a decision on that issue. And, Your Honor, based on those things we would ask for Your Honor to set aside the verdict or in the alternative grant the defendant a new trial.

THE COURT: Mr. Sabb or Ms. Barr?

MS. BARR: Your Honor, we would respectfully disagree with counsel. Again, I would simply reiterate the arguments I made previously. Your Honor, as to the defendant's claim for breach of contract indicated can be cross-complaint that the defendant Mr. Rishmawi expended fifty thousand dollars for repairs to Lake City Exxon. Your Honor, the uncontroverted evidence at trial was that all moneys expended by Mr. Rishmawi to assist in the

repairs of Lake City Exxon were repaid by the eventual purchasers of that business, the Abuaita brothers.

In addition, Your Honor, any repairs that were made to that store did not inure to the benefit of plaintiff or the crossclaim defendant Gaddy Rentals, LLC, because, Judge, the promissory note and the contract for the sale of the business was signed in January of '09; and Your Honor, it was after January of 2009 that these purported repairs and renovations were made. By that time Mr. Rishmawi had already signed the promissory note guaranteeing paying the payment of five hundred thousand dollars. So therefore, Mr. Gaddy on behalf of Gaddy Rentals was gonna get the five hundred thousand dollars regardless of his promissory notice had already been executed so he did not, he was not the beneficiary of any benefit for the repairs made. Further, as another part of the cross-complaint, there is an allegation or claim from quantum merit again as Mr. Gaddy on behalf of his rental company had already sold the property to the Abuaita brothers as is. He did not reap the benefits of any of the improvements or the value of those improvements made to the business. Those type

claims, I would submit, would have had to have been brought against the Abuaita brothers, and so we would just respectfully disagree with counsel and assert that the grant of a directed verdict is appropriate.

THE COURT: All right.

MR. SABB: Judge, also, any value that was received as result of his experience in business would have been too speculative. There is no, there was no testimony regarding what the value of his experience and his expertise was and how that purported value and expertise assisted with the purchase of the business.

THE COURT: Yes, ma'am.

MS. SHULER: Your Honor, if I may, the agreement was that Mr. Rishmawi be paid fifty thousand dollars. That takes the value of his services out of question because that was the agreement, and that agreement was operated under by monthly pages of five hundred dollars every month for nearly three years. In addition, Your Honor, the property was merely under contract for sale. The closing did not happen. It's undisputed that the closing did not happen until merely two years after the contract for sale was made. The title was

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 2nd day of March, 2016.

Frances B. Ray

FRANCES B. RAY, RPR

Receipt for Exhibits

Case # 12-CP-45-471 Judge W. Jeffrey Young

Plaintiff Gaddy Oil Plt's Atty David Sabb, Kimbely Barr

Defendant Dinge Rishmawi, et. al. Def's Atty Amanda Shuler

Date Trial Started 9-08-15 Date Trial Ended 9-10-15

Received of Frances B Ray, Court Reporter for the above case, these exhibits:

Plaintiff:

1. checking account Bank statements
2. copies of checks
3. Note
4. Trans Montaigne invoice
5. Bill of lading

Court's

1. deposition of Rishmawi
2. deposition of Gaddy

Def

1. promissory note
2. invoice
3. Meco contract

A CERTIFIED TRUE COPY

SHARON W. STAGGERS

CLERK OF COURT

WILLIAMSBURG COUNTY

2015 SEP 10 P 12:28

This 10th day of September, 20 15 Page 1 of 1

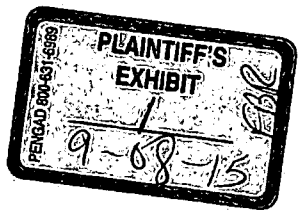
Williamsburg County Clerk of Court

By: Sharon W. Staggers

Reprint Page 1 - 9/8/2015, 9:19am The Citizens Bank Archive Copy

Date 7/27/10 Page 1
Primary Account
Enclosures 7

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856



********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	7
Account Number	[redacted]	Statement Dates 6/24/10 thru	7/27/10
Previous Balance	879.29	Days in This Statement Period	34
2 Deposits	20,292.07	Average Ledger	745
7 Checks/Charges	20,304.89	Average Collected	1,002-
Service Charge	.00		
Interest Paid	.00		
Current Balance	866.47		

---------- Deposits and Additions ----------

Date	Description	Amount
7/23	DDA DEPOSIT	479.49
7/23	DDA DEPOSIT	19,812.58

---------- Withdrawals and Deductions ----------

Date	Description	Amount
6/28	Bill paid-VERIZON	122.90
7/23	CUST DEBIT TRANSMONTAIGNE	19,762.58
	1841477374 07/23/10	
	ID #-	
	TRACE #-091000011939453	

---------- Summary by Check Number ----------

7/08	2707	18.67	7/15	2710	111.25
7/16	2708	59.05	7/26	2711	190.44
7/13	2709	40.00			

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
6/24	879.29	7/13	697.72	7/23	1,056.91
6/28	756.39	7/15	586.47	7/26	866.47
7/08	737.72	7/16	527.42		

A CERTIFIED TRUE COPY
SHARON W. STANGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

Reprint Page 1 - 9/8/2015, 9:19am The Citizens Bank Archive Copy

Date 8/25/10 Page 1.
Primary Account
Enclosures 6

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	6
Account Number	[redacted]	Statement Dates 7/28/10 thru	8/25/10
Previous Balance	866.47	Days in This Statement Period	29
4 Deposits	93,415.45	Average Ledger	6,954
6 Checks/Charges	93,193.27	Average Collected	368
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,088.65		

---------- Deposits and Additions ----------

Date	Description	Amount
7/29	DDA DEPOSIT	3,732.85
7/30	DDA DEPOSIT	48,803.61
8/09	DDA DEPOSIT	18,966.88
8/12	DDA DEPOSIT	21,912.11

---------- Withdrawals and Deductions ----------

Date	Description	Amount
7/30	CUST DEBIT TRANSMONTAIGNE 1841477374 07/30/10 ID #- TRACE #-091000012743513	3,732.85
8/02	CUST DEBIT TRANSMONTAIGNE 1841477374 08/02/10 ID #- TRACE #-091000010829396	48,653.61
8/09	CUST DEBIT TRANSMONTAIGNE 1841477374 08/09/10 ID #- TRACE #-091000010219360	18,966.88
8/13	CUST DEBIT TRANSMONTAIGNE 1841477374 08/13/10 ID #- TRACE #-091000012731312	21,792.11

---------- Summary by Check Number ----------

8/12	2712	18.67	8/13	2713	29.15

* Indicates Break in Check Number Sequence

Date 9/28/10 Page 1
Primary Account
Enclosures 12

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	12
Account Number	[redacted]	Statement Dates 8/26/10 thru	9/28/10
Previous Balance	1,088.65	Days in This Statement Period	34
5 Deposits	109,454.29	Average Ledger	1,049
12 Checks/Charges	109,582.22	Average Collected	3,867-
Service Charge	.00		
Interest Paid	.00		
Current Balance	960.72		

---------- Deposits and Additions ----------

Date	Description	Amount
8/27	DDA DEPOSIT	21,083.35
9/07	DDA DEPOSIT	38,831.20
9/13	DDA DEPOSIT	19,431.67
9/20	DDA DEPOSIT	22,311.56
9/24	DDA DEPOSIT	7,796.51

---------- Withdrawals and Deductions ----------

Date	Description	Amount
8/27	CUST DEBIT TRANSMONTAIGNE 1841477374 08/27/10 ID #- TRACE #-091000011392749	21,023.33
9/07	CUST DEBIT TRANSMONTAIGNE 1841477374 09/07/10 ID #- TRACE #-091000010766714	38,741.20
9/13	CUST DEBIT TRANSMONTAIGNE 1841477374 09/13/10 ID #- TRACE #-091000010225239	19,371.67
9/20	CUST DEBIT TRANSMONTAIGNE 1841477374 09/20/10 ID #- TRACE #-091000010436509	22,251.56
9/24	CUST DEBIT TRANSMONTAIGNE 1841477374 09/24/10 ID #- TRACE #-091000011871244	7,796.51

Date 10/26/10 Page 1
Primary Account
Enclosures 14

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	14
Account Number	[redacted]	Statement Dates	9/29/10 thru 10/26/10
Previous Balance	960.72	Days in This Statement Period	28
7 Deposits	131,200.78	Average Ledger	1,040
14 Checks/Charges	131,141.58	Average Collected	7,366-
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,019.92		

---------- Deposits and Additions ----------

Date	Description	Amount
9/29	DDA DEPOSIT	8,847.59
9/30	DDA DEPOSIT	21,010.04
10/05	DDA DEPOSIT	20,871.63
10/08	DDA DEPOSIT	21,586.44
10/12	DDA DEPOSIT	15,720.43
10/18	DDA DEPOSIT	20,842.78
10/22	DDA DEPOSIT	22,321.87

---------- Withdrawals and Deductions ----------

Date	Description	Amount
9/29	CUST DEBIT TRANSMONTAIGNE 1841477374 09/29/10 ID #- TRACE #-091000010266431	8,817.59
9/30	CUST DEBIT TRANSMONTAIGNE 1841477374 09/30/10 ID #- TRACE #-091000011978899	20,950.04
10/05	CUST DEBIT TRANSMONTAIGNE 1841477374 10/05/10 ID #- TRACE #-091000010398801	20,801.62
10/08	CUST DEBIT TRANSMONTAIGNE 1841477374 10/08/10 ID #- TRACE #-091000011978960	21,526.44
10/12	CUST DEBIT TRANSMONTAIGNE 1841477374 10/12/10	15,680.43

Reprint Page 2 - 9/8/2015, 9:19am The Citizens Bank Archive Copy

SMALL BUSINESS CHECKING 2667878 (Continued)

Withdrawals and Deductions

Date	Description	Amount
	ID #- TRACE #-091000010235291	
10/18	CUST DEBIT TRANSMONTAIGNE 1841477374 10/18/10 ID #- TRACE #-091000010244054	20,787.78
10/22	CUST DEBIT TRANSMONTAIGNE 1841477374 10/22/10 ID #- TRACE #-091000012193017	22,261.87

Summary by Check Number

10/01	2719	20.35	10/15	2725	80.75
10/04	2721*	86.81	10/25	2726	82.48
10/08	2723*	18.67	10/25	2727	3.71
10/15	2724	23.04			

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
9/29	990.72	10/05	1,013.57	10/18	1,046.11
9/30	1,050.72	10/08	1,054.90	10/22	1,106.11
10/01	1,030.37	10/12	1,094.90	10/25	1,019.92
10/04	943.56	10/15	991.11		

Date 11/23/10 Page 1
Primary Account
Enclosures 8

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	8
Account Number	[redacted]	Statement Dates 10/27/10 thru 11/23/10	
Previous Balance	1,019.92	Days in This Statement Period	28
5 Deposits	137,658.76	Average Ledger	2,983
7 Checks/Charges	137,417.60	Average Collected	7,393-
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,261.08		

---------- Deposits and Additions ----------

Date	Description	Amount
10/27	DDA DEPOSIT	4,008.43
10/29	DDA DEPOSIT	23,801.67
11/12	DDA DEPOSIT	17,265.08
11/15	DDA DEPOSIT	46,095.56
11/19	DDA DEPOSIT	46,488.02

---------- Withdrawals and Deductions ----------

Date	Description	Amount
10/27	CUST DEBIT TRANSMONTAIGNE 1841477374 10/27/10 ID #- TRACE #-091000010245345	3,998.43
10/29	CUST DEBIT TRANSMONTAIGNE 1841477374 10/29/10 ID #- TRACE #-091000013041438	23,741.67
11/15	CUST DEBIT TRANSMONTAIGNE 1841477374 11/15/10 ID #- TRACE #-091000010662824	63,195.64
11/19	CUST DEBIT TRANSMONTAIGNE 1841477374 11/19/10 ID #- TRACE #-091000011683081	46,368.02
11/23	DDA INCOMING CASH LETTER FRONTIER 8585	81.25

Date 12/28/10 Page 1
Primary Account
Enclosures 17

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	17
Account Number	[redacted]	Statement Dates	11/24/10 thru 12/28/10
Previous Balance	1,261.08	Days in This Statement Period	35
11 Deposits	297,258.10	Average Ledger	1,504
16 Checks/Charges	296,792.49	Average Collected	12,656-
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,726.69		

---------- Deposits and Additions ----------

Date	Description	Amount
11/29	DDA DEPOSIT	44,587.71
12/03	DDA DEPOSIT	44,509.06
12/07	DDA DEPOSIT	22,683.08
12/09	DDA DEPOSIT	27,246.74
12/10	DDA DEPOSIT	41,830.00
12/13	DDA DEPOSIT	22,877.39
12/20	DDA DEPOSIT	24,863.68
12/24	DDA DEPOSIT	17,747.66
12/27	DDA DEPOSIT	5,854.85
12/27	DDA DEPOSIT	32,730.70
12/28	DDA DEPOSIT	12,327.23

---------- Withdrawals and Deductions ----------

Date	Description	Amount
11/29	CUST DEBIT TRANSMONTAIGNE 1841477374 11/29/10 ID #- TRACE #-091000010421676	44,467.71
12/03	CUST DEBIT TRANSMONTAIGNE 1841477374 12/03/10 ID #- TRACE #-091000011679930	44,389.06
12/07	CUST DEBIT TRANSMONTAIGNE 1841477374 12/07/10 ID #- TRACE #-091000010280478	22,623.08
12/09	CUST DEBIT TRANSMONTAIGNE 1841477374 12/09/10	27,186.74

SMALL BUSINESS CHECKING 2667878 (Continued)

---------- Withdrawals and Deductions ----------

Date	Description	Amount
	ID #- TRACE #-091000010370429	
12/10	CUST DEBIT TRANSMONTAIGNE 1841477374 12/10/10 ID #- TRACE #-091000012160626	41,730.00
12/13	CUST DEBIT TRANSMONTAIGNE 1841477374 12/13/10 ID #- TRACE #-091000010217555	22,817.39
12/20	CUST DEBIT TRANSMONTAIGNE 1841477374 12/20/10 ID #- TRACE #-091000010325744	24,803.68
12/24	CUST DEBIT TRANSMONTAIGNE 1841477374 12/24/10 ID #- TRACE #-091000011768438	17,697.66
12/27	CUST DEBIT TRANSMONTAIGNE 1841477374 12/27/10 ID #- TRACE #-091000010666342	38,485.05
12/28	CUST DEBIT TRANSMONTAIGNE 1841477374 12/28/10 ID #- TRACE #-091000010341315	12,297.22

---------- Summary by Check Number ----------

11/26	2730	89.74	12/10	2733	12.61
12/02	2731	21.05	12/27	2734	100.00
12/03	2732	20.00	12/27	2735	51.50

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
11/24	1,261.08	12/07	1,430.29	12/24	1,747.68
11/26	1,171.34	12/09	1,490.29	12/27	1,696.68
11/29	1,291.34	12/10	1,577.68	12/28	1,726.69
12/02	1,270.29	12/13	1,637.68		
12/03	1,370.29	12/20	1,697.68		

Date 1/25/11 Page 1
Primary Account
Enclosures 13

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	13
Account Number	[redacted]	Statement Dates 12/29/10 thru	1/25/11
Previous Balance	1,726.69	Days in This Statement Period	28
10 Deposits	267,336.58	Average Ledger	1,893
17 Checks/Charges	266,904.90	Average Collected	17,962-
Service Charge	.00		
Interest Paid	.00		
Current Balance	2,158.37		

---------- Deposits and Additions ----------

Date	Description	Amount
12/30	DDA DEPOSIT	18,641.35
12/31	DDA DEPOSIT	24,473.30
1/05	DDA DEPOSIT	9,068.30
1/07	DDA DEPOSIT	28,180.50
1/11	DDA DEPOSIT	24,873.02
1/13	DDA DEPOSIT	12,129.74
1/14	DDA DEPOSIT	41,872.39
1/18	DDA DEPOSIT	25,409.99
1/21	DDA DEPOSIT	31,374.25
1/24	DDA DEPOSIT	51,313.74

---------- Withdrawals and Deductions ----------

Date	Description	Amount
12/30	CUST DEBIT TRANSMONTAIGNE	18,581.35
	1841477374 12/30/10	
	ID #-	
	TRACE #-091000011174256	
12/31	CUST DEBIT TRANSMONTAIGNE	24,413.30
	1841477374 12/31/10	
	ID #-	
	TRACE #-091000012030352	
1/03	Bill paid-FRONTIER 8585	77.05
1/05	CUST DEBIT TRANSMONTAIGNE	9,058.30
	1841477374 01/05/11	
	ID #-	
	TRACE #-091000010455819	
1/07	CUST DEBIT TRANSMONTAIGNE	28,110.50
	1841477374 01/07/11	

SMALL BUSINESS CHECKING 2667878 (Continued)

---------- Withdrawals and Deductions ----------

Date	Description	Amount
	ID #- TRACE #-091000011787441	
1/10	NSF PAID ITEM(S) CHARGE	28.00
1/11	CUST DEBIT TRANSMONTAIGNE 1841477374 01/10/11 ID #- TRACE #-091000010490504	24,813.02
1/13	CUST DEBIT TRANSMONTAIGNE 1841477374 01/13/11 ID #- TRACE #-091000010435002	12,099.74
1/14	CUST DEBIT TRANSMONTAIGNE 1841477374 01/14/11 ID #- TRACE #-091000011878270	41,772.39
1/18	CUST DEBIT TRANSMONTAIGNE 1841477374 01/18/11 ID #- TRACE #-091000010568104	25,345.99
1/20	NSF PAID ITEM(S) CHARGE	28.00
1/21	CUST DEBIT TRANSMONTAIGNE 1841477374 01/21/11 ID #- TRACE #-091000012244574	25,266.36
1/21	CUST DEBIT TRANSMONTAIGNE 1841477374 01/20/11 ID #- TRACE #-091000010756996	6,004.89
1/24	CUST DEBIT TRANSMONTAIGNE 1841477374 01/24/11 ID #- TRACE #-091000010259169	51,193.74

---------- Summary by Check Number ----------

1/05	2736	15.58	1/18	2738	70.46
1/06	2737	26.23			

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
12/29	1,726.69	1/06	1,737.83	1/14	1,969.83
12/30	1,786.69	1/07	1,807.83	1/18	1,963.37
12/31	1,846.69	1/10	1,779.83	1/20	1,935.37
1/03	1,769.64	1/11	1,839.83	1/21	2,038.37
1/05	1,764.06	1/13	1,869.83	1/24	2,158.37

Reprint Page 1 - 9/8/2015, 9:18am The Citizens Bank Archive Copy

Date 2/23/11 Page 1
Primary Account
Enclosures 13

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	13
Account Number	[redacted]	Statement Dates 1/26/11 thru	2/23/11
Previous Balance	2,158.37	Days in This Statement Period	29
10 Deposits	250,659.11	Average Ledger	1,900
14 Checks/Charges	251,779.40	Average Collected	14,630-
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,038.08		

---------- Deposits and Additions ----------

Date	Description	Amount
1/27	DDA DEPOSIT	3,785.75
1/31	DDA DEPOSIT	37,279.88
2/01	DDA DEPOSIT	13,567.12
2/02	DDA DEPOSIT	14,172.69
2/04	DDA DEPOSIT	24,487.29
2/07	DDA DEPOSIT	28,937.91
2/10	DDA DEPOSIT	51,426.35
2/11	DDA DEPOSIT	9,209.13
2/14	DDA DEPOSIT	13,999.49
2/18	DDA DEPOSIT	53,793.50

---------- Withdrawals and Deductions ----------

Date	Description	Amount
1/26	Bill paid-FRONTIER 8585	77.64
1/27	CUST DEBIT TRANSMONTAIGNE	3,775.75
	1841477374 01/27/11	
	ID #-	
	TRACE #-091000010493973	
1/31	CUST DEBIT TRANSMONTAIGNE	37,159.88
	1841477374 01/31/11	
	ID #-	
	TRACE #-091000011618895	
2/01	CUST DEBIT TRANSMONTAIGNE	13,537.12
	1841477374 02/01/11	
	ID #-	
	TRACE #-091000010912314	
2/02	CUST DEBIT TRANSMONTAIGNE	14,142.69
	1841477374 02/02/11	

SMALL BUSINESS CHECKING 2667878 (Continued)

Withdrawals and Deductions

Date	Description	Amount
	ID #- TRACE #-091000010323265	
2/04	CUST DEBIT TRANSMONTAIGNE 1841477374 02/04/11 ID #- TRACE #-091000012290332	24,427.29
2/07	CUST DEBIT TRANSMONTAIGNE 1841477374 02/07/11 ID #- TRACE #-091000010610061	28,867.91
2/10	CUST DEBIT TRANSMONTAIGNE 1841477374 02/10/11 ID #- TRACE #-091000010663671	51,306.35
2/11	CUST DEBIT TRANSMONTAIGNE 1841477374 02/11/11 ID #- TRACE #-091000011558128	9,189.13
2/14	CUST DEBIT TRANSMONTAIGNE 1841477374 02/14/11 ID #- TRACE #-091000010224560	13,969.49
2/15	DDA INCOMING CASH LETTER NATIONAL BANK OF SOUTH CAROLINA	1,611.87
2/18	CUST DEBIT TRANSMONTAIGNE 1841477374 02/18/11 ID #- TRACE #-091000012090958	53,673.50

Summary by Check Number

2/10	2739	27.45	2/15	6014*	-See above-
2/11	2740	13.33			

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/26	2,080.73	2/02	2,270.73	2/11	2,499.95
1/27	2,090.73	2/04	2,330.73	2/14	2,529.95
1/31	2,210.73	2/07	2,400.73	2/15	918.08
2/01	2,240.73	2/10	2,493.28	2/18	1,038.08

Date 3/24/11 Page 1
Primary Account
Enclosures 16

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	16
Account Number	[redacted]	Statement Dates 2/24/11 thru	3/24/11
Previous Balance	1,038.08	Days in This Statement Period	29
9 Deposits	278,771.62	Average Ledger	1,438
16 Checks/Charges	278,258.63	Average Collected	434
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,551.07		

---------- Deposits and Additions ----------

Date	Description	Amount
2/24	DDA DEPOSIT	28,311.62
2/25	DDA DEPOSIT	8,532.71
3/04	DDA DEPOSIT	71,485.03
3/07	DDA DEPOSIT	411.99
3/07	DDA DEPOSIT	33,995.44
3/11	DDA DEPOSIT	25,709.92
3/14	DDA DEPOSIT	52,546.02
3/17	DDA DEPOSIT	28,431.68
3/18	DDA DEPOSIT	29,347.21

---------- Withdrawals and Deductions ----------

Date	Description	Amount
2/24	CUST DEBIT TRANSMONTAIGNE 1841477374 02/24/11 ID #- TRACE #-091000010684659	28,251.62
2/25	CUST DEBIT TRANSMONTAIGNE 1841477374 02/25/11 ID #- TRACE #-091000011744116	8,512.71
3/04	CUST DEBIT TRANSMONTAIGNE 1841477374 03/04/11 ID #- TRACE #-091000013169985	71,325.03
3/07	CUST DEBIT TRANSMONTAIGNE 1841477374 03/07/11 ID #- TRACE #-091000010655821	33,935.44
3/11	CUST DEBIT TRANSMONTAIGNE 1841477374 03/11/11	25,649.92

Reprint Page 2 - 9/8/2015, 9:18am The Citizens Bank Archive Copy

SMALL BUSINESS CHECKING 2667878 (Continued)

Withdrawals and Deductions

Date	Description	Amount
	ID #- TRACE #-091000012434301	
3/14	CUST DEBIT TRANSMONTAIGNE 1841477374 03/14/11	52,441.02
	ID #- TRACE #-091000010275195	
3/15	Bill paid-FRONTIER 8585	79.04
3/17	CUST DEBIT TRANSMONTAIGNE 1841477374 03/17/11	28,371.68
	ID #- TRACE #-091000010581210	
3/18	CUST DEBIT TRANSMONTAIGNE 1841477374 03/18/11	29,287.21
	ID #- TRACE #-091000012992720	

Summary by Check Number

2/25	2741	33.75	3/10	2745	97.00
3/09	2742	24.52	3/18	2746	82.00
3/10	2743	13.80	3/23	2747	68.69
3/14	2744	85.20			

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
2/24	1,098.08	3/09	1,691.80	3/15	1,581.76
2/25	1,084.33	3/10	1,581.00	3/17	1,641.76
3/04	1,244.33	3/11	1,641.00	3/18	1,619.76
3/07	1,716.32	3/14	1,660.80	3/23	1,551.07

Date 4/26/11 Page 1
Primary Account
Enclosures 11

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	11
Account Number	[redacted]	Statement Dates 3/25/11 thru	4/26/11
Previous Balance	1,551.07	Days in This Statement Period	33
7 Deposits	280,771.04	Average Ledger	1,088
11 Checks/Charges	281,103.38	Average Collected	1,088
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,218.73		

---------- Deposits and Additions ----------

Date	Description	Amount
3/25	DDA DEPOSIT	28,947.74
3/28	DDA DEPOSIT	55,430.54
4/04	DDA DEPOSIT	19,370.76
4/11	DDA DEPOSIT	90,216.39
4/21	DDA DEPOSIT	25,061.92
4/22	DDA DEPOSIT	29,829.26
4/25	DDA DEPOSIT	31,914.43

---------- Withdrawals and Deductions ----------

Date	Description	Amount
3/25	CUST DEBIT TRANSMONTAIGNE 1841477374 03/25/11 ID #- TRACE #-091000011905377	28,887.14
3/28	CUST DEBIT TRANSMONTAIGNE 1841477374 03/28/11 ID #- TRACE #-091000010363389	55,310.54
4/04	CUST DEBIT TRANSMONTAIGNE 1841477374 04/04/11 ID #- TRACE #-091000010354310	19,340.57
4/11	CUST DEBIT TRANSMONTAIGNE 1841477374 04/11/11 ID #- TRACE #-091000010416124	90,036.39
4/21	CUST DEBIT TRANSMONTAIGNE 1841477374 04/21/11	25,011.92

SMALL BUSINESS CHECKING 2667878 (Continued)

Withdrawals and Deductions

Date	Description	Amount
	ID #- TRACE #-091000010782826	
4/22	CUST DEBIT TRANSMONTAIGNE 1841477374 04/22/11 ID #- TRACE #-091000012216364	29,769.26
4/25	CUST DEBIT TRANSMONTAIGNE 1841477374 04/25/11 ID #- TRACE #-091000010592962	31,854.61

Summary by Check Number

3/25	2748	600.00	4/12	2750	16.40
3/30	2749	156.55	4/21	2751	120.00

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
3/25	1,011.67	4/04	1,005.31	4/21	1,098.91
3/28	1,131.67	4/11	1,185.31	4/22	1,158.91
3/30	975.12	4/12	1,168.91	4/25	1,218.73

Date 5/24/11 Page 1
Primary Account
Enclosures 11

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

For added security, we are blocking international transactions on your Visa Check card as of June 13, 2011. To help ensure uninterrupted use of your card call your local branch to notify us of your upcoming international travel.

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	11
Account Number	[redacted]	Statement Dates 4/27/11 thru	5/24/11
Previous Balance	1,218.73	Days in This Statement Period	28
7 Deposits	182,153.06	Average Ledger	1,272
11 Checks/Charges	181,947.91	Average Collected	1,272
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,423.88		

---------- Deposits and Additions ----------

Date	Description	Amount
4/29	DDA DEPOSIT	16,495.53
5/06	DDA DEPOSIT	7,414.86
5/09	DDA DEPOSIT	20,566.46
5/16	DDA DEPOSIT	45,220.58
5/18	DDA DEPOSIT	9,691.22
5/19	DDA DEPOSIT	30,553.04
5/20	DDA DEPOSIT	52,211.37

---------- Withdrawals and Deductions ----------

Date	Description	Amount
4/29	CUST DEBIT TRANSMONTAIGNE	16,460.53
	1841477374 04/29/11	
	ID #-	
	TRACE #-091000013675464	
5/06	CUST DEBIT TRANSMONTAIGNE	7,399.49
	1841477374 05/06/11	
	ID #-	
	TRACE #-091000011845093	
5/09	CUST DEBIT TRANSMONTAIGNE	20,526.46
	1841477374 05/09/11	
	ID #-	
	TRACE #-091000010245696	
5/16	CUST DEBIT TRANSMONTAIGNE	45,130.30
	1841477374 05/16/11	

Reprint Page 2 - 9/8/2015, 9:17am The Citizens Bank Archive Copy

SMALL BUSINESS CHECKING 2667878 (Continued)

---------- Withdrawals and Deductions ----------

Date	Description	Amount
	ID #- TRACE #-091000010641593	
5/18	CUST DEBIT TPSI 1841477374 05/18/11 ID #- TRACE #-091000010365161	9,671.22
5/19	CUST DEBIT TRANSMONTAIGNE 1841477374 05/19/11 ID #- TRACE #-091000010602444	30,493.04
5/20	CUST DEBIT TRANSMONTAIGNE 1841477374 05/20/11 ID #- TRACE #-091000012073634	52,111.37

---------- Summary by Check Number ----------

5/06	2753	50.00	5/09	2755	42.42
5/10	2754	13.08	5/19	2756	50.00

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
4/27	1,218.73	5/09	1,216.68	5/18	1,313.88
4/29	1,253.73	5/10	1,203.60	5/19	1,323.88
5/06	1,219.10	5/16	1,293.88	5/20	1,423.88

Date 6/23/11 Page 1
Primary Account
Enclosures 8

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

For added security, we are blocking international transactions on your Visa Check card as of June 13, 2011. To help ensure uninterrupted use of your card call your local branch to notify us of your upcoming international travel.

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	8
Account Number	[redacted]	Statement Dates 5/25/11 thru	6/23/11
Previous Balance	1,423.88	Days in This Statement Period	30
2 Deposits	49,426.75	Average Ledger	958
9 Checks/Charges	49,966.41	Average Collected	958
Service Charge	.00		
Interest Paid	.00		
Current Balance	884.22		

---------- Deposits and Additions ----------

Date	Description	Amount
6/03	DDA DEPOSIT	28,467.55
6/13	DDA DEPOSIT	20,959.20

---------- Withdrawals and Deductions ----------

Date	Description	Amount
5/25	Bill paid-FRONTIER 8585	79.56
6/03	CUST DEBIT TRANSMONTAIGNE 1841477374 06/03/11 ID #- TRACE #-091000012794437	28,407.55
6/06	DDA INCOMING CASH LETTER MORNING NEWS	73.50
6/13	CUST DEBIT TRANSMONTAIGNE 1841477374 06/13/11 ID #- TRACE #-091000010231561	20,914.20

---------- Summary by Check Number ----------

5/25	2757	350.00	6/15	2761*	84.21
6/07	2758	14.39	6/22	2762	23.00
6/02	2759	20.00	6/06	6015*	-See above-

* Indicates Break in Check Number Sequence

Date 7/26/11 Page 1
Primary Account
Enclosures 14

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	14
Account Number	[redacted]	Statement Dates 6/24/11 thru	7/26/11
Previous Balance	884.22	Days in This Statement Period	33
6 Deposits	106,879.91	Average Ledger	516
16 Checks/Charges	106,956.77	Average Collected	516
Service Charge	7.50		
Interest Paid	.00		
Current Balance	799.86		

---------- Deposits and Additions ----------

Date	Description	Amount
6/24	DDA DEPOSIT	10,335.69
6/27	DDA DEPOSIT	18,837.82
7/01	DDA DEPOSIT	29,951.77
7/08	DDA DEPOSIT	26,822.72
7/18	Xfer from GADDY RENTALS	1,000.00
7/18	DDA DEPOSIT	19,931.91

---------- Withdrawals and Deductions ----------

Date	Description	Amount
6/24	CUST DEBIT TRANSMONTAIGNE	10,315.69
	1841477374 06/24/11	
	ID #-	
	TRACE #-091000013570228	
6/27	Bill paid-FRONTIER 8585	78.85
6/27	CUST DEBIT TRANSMONTAIGNE	18,797.82
	1841477374 06/27/11	
	ID #-	
	TRACE #-091000010358771	
7/01	CUST DEBIT TRANSMONTAIGNE	29,881.77
	1841477374 07/01/11	
	ID #-	
	TRACE #-091000012950418	
7/08	CUST DEBIT TRANSMONTAIGNE	26,762.72
	1841477374 07/08/11	
	ID #-	
	TRACE #-091000012166064	
7/14	BOUNCE PAID ITEM(S) CHARGE	28.00
7/18	CUST DEBIT TRANSMONTAIGNE	19,891.91
	1841477374 07/18/11	

Date 12/28/11 Page 1
Primary Account
Enclosures 6

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	6
Account Number	[redacted]	Statement Dates 11/29/11 thru 12/28/11	
Previous Balance	273.75	Days in This Statement Period	30
2 Deposits	32,486.71	Average Ledger	197
6 Checks/Charges	32,641.09	Average Collected	197
Service Charge	7.50		
Interest Paid	.00		
Current Balance	111.87		

---------- Deposits and Additions ----------

Date	Description	Amount
12/19	DDA DEPOSIT	25,965.35
12/27	DDA DEPOSIT	6,521.36

---------- Withdrawals and Deductions ----------

Date	Description	Amount
12/19	CUST DEBIT TRANSMONTAIGNE	25,920.35
	1841477374 12/19/11	
	ID #-	
	TRACE #-091000010297707	
12/27	CUST DEBIT TRANSMONTAIGNE	6,511.36
	1841477374 12/27/11	
	ID #-	
	TRACE #-091000010394552	
12/28	SERVICE CHARGE	7.50

---------- Summary by Check Number ----------

12/12	2783	22.90	12/13	2785		13.68
12/15	2784	149.80	12/27	2786		23.00

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
11/29	273.75	12/15	87.37	12/28	111.87
12/12	250.85	12/19	132.37		
12/13	237.17	12/27	119.37		

Date 1/20/12 Page 1
Primary Account
Enclosures 5

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	5
Account Number	[redacted]	Statement Dates 12/29/11 thru	1/22/12
Previous Balance	111.87	Days in This Statement Period	25
7 Deposits	136,984.51	Average Ledger	1,288
7 Checks/Charges	135,961.95	Average Collected	1,288
Service Charge	7.50		
Interest Paid	.00		
Current Balance	1,126.93		

---------- Deposits and Additions ----------

Date	Description	Amount
12/30	DDA DEPOSIT	26,246.27
1/09	Xfer from GADDY RENTALS	1,000.00
1/09	DDA DEPOSIT	26,869.66
1/10	DDA DEPOSIT	15,912.72
1/17	Xfer from GADDY RENTALS	5,100.00
1/17	DDA DEPOSIT	6,094.50
1/20	DDA DEPOSIT	55,761.36

---------- Withdrawals and Deductions ----------

Date	Description	Amount
12/30	CUST DEBIT TRANSMONTAIGNE 1841477374 12/30/11 ID #- TRACE #-091000013801508	26,201.27
1/09	CUST DEBIT TRANSMONTAIGNE 1841477374 01/09/12 ID #- TRACE #-091000010280619	26,824.66
1/10	CUST DEBIT TRANSMONTAIGNE 1841477374 01/10/12 ID #- TRACE #-091000010521360	15,882.72
1/11	Bill paid-FARMERS TEL/2494	190.74
1/17	CUST DEBIT TRANSMONTAIGNE 1841477374 01/17/12 ID #- TRACE #-091000010411529	6,086.20
1/20	Xfer to GADDY RENTALS	5,100.00
1/20	CUST DEBIT TRANSMONTAIGNE 1841477374 01/20/12	55,676.36

Date 2/17/12 Page 1
Primary Account
Enclosures 7

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	7
Account Number	[redacted]	Statement Dates 1/23/12 thru	2/20/12
Previous Balance	1,126.93	Days in This Statement Period	29
4 Deposits	76,106.77	Average Ledger	1,197
8 Checks/Charges	75,916.57	Average Collected	1,197
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,317.13		

---------- Deposits and Additions ----------

Date	Description	Amount
2/03	DDA DEPOSIT	19,157.06
2/06	Xfer from GADDY RENTALS	500.00
2/06	DDA DEPOSIT	28,774.58
2/13	DDA DEPOSIT	27,675.13

---------- Withdrawals and Deductions ----------

Date	Description	Amount
2/03	CUST DEBIT TRANSMONTAIGNE	19,127.06
	1841477374 02/03/12	
	ID #-	
	TRACE #-091000013927241	
2/06	CUST DEBIT TRANSMONTAIGNE	28,729.58
	1841477374 02/06/12	
	ID #-	
	TRACE #-091000010696680	
2/07	Bill paid-FTC	287.97
2/13	CUST DEBIT TRANSMONTAIGNE	27,630.13
	1841477374 02/13/12	
	ID #-	
	TRACE #-091000010277818	

---------- Summary by Check Number ----------

1/25	2787	25.10	1/31	2789	13.56
2/02	2788	63.69	1/31	2790	39.48

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
1/23	1,126.93	1/25	1,101.83	1/31	1,048.79

Date 3/20/12 Page 1
Primary Account
Enclosures 11

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	11
Account Number	[redacted]	Statement Dates 2/21/12 thru	3/20/12
Previous Balance	1,317.13	Days in This Statement Period	29
6 Deposits	94,682.78	Average Ledger	1,365
11 Checks/Charges	95,027.45	Average Collected	1,357
Service Charge	.00		
Interest Paid	.00		
Current Balance	972.46		

---------- Deposits and Additions ----------

Date	Description	Amount
2/24	DDA DEPOSIT	7,291.34
2/27	DDA DEPOSIT	39,980.94
2/28	DDA DEPOSIT	118.16
3/13	DDA DEPOSIT	10,546.18
3/16	DDA DEPOSIT	6,594.50
3/19	DDA DEPOSIT	30,151.66

---------- Withdrawals and Deductions ----------

Date	Description	Amount
2/24	CUST DEBIT TRANSMONTAIGNE 1841477374 02/24/12 ID #- TRACE #-091000013818713	7,281.34
2/27	CUST DEBIT TRANSMONTAIGNE 1841477374 02/27/12 ID #- TRACE #-091000010527613	39,920.94
3/13	CUST DEBIT TRANSMONTAIGNE 1841477374 03/13/12 ID #- TRACE #-091000010336155	10,531.18
3/16	CUST DEBIT TRANSMONTAIGNE 1841477374 03/16/12 ID #- TRACE #-091000013348541	6,584.50
3/19	CUST DEBIT TRANSMONTAIGNE 1841477374 03/19/12 ID #- TRACE #-091000010380273	30,106.66
3/20	Bill paid-FTC	391.16

Date 4/20/12 Page 1
Primary Account
Enclosures 9

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	9
Account Number	[redacted]	Statement Dates 3/21/12 thru	4/22/12
Previous Balance	972.46	Days in This Statement Period	33
6 Deposits	121,671.87	Average Ledger	918
10 Checks/Charges	121,747.38	Average Collected	918
Service Charge	.00		
Interest Paid	.00		
Current Balance	896.95		

---------- Deposits and Additions ----------

Date	Description	Amount
3/22	DDA DEPOSIT	8,975.18
3/23	DDA DEPOSIT	29,118.02
4/02	DDA DEPOSIT	3,328.97
4/03	DDA DEPOSIT	11,027.94
4/05	DDA DEPOSIT	11,224.39
4/12	DDA DEPOSIT	57,997.37

---------- Withdrawals and Deductions ----------

Date	Description	Amount
3/22	CUST DEBIT TRANSMONTAIGNE 1841477374 03/22/12 ID #- TRACE #-091000011008363	8,960.18
3/23	CUST DEBIT TRANSMONTAIGNE 1841477374 03/23/12 ID #- TRACE #-091000015148503	29,078.02
4/02	CUST DEBIT TRANSMONTAIGNE 1841477374 04/02/12 ID #- TRACE #-091000011104664	3,323.97
4/03	CUST DEBIT TRANSMONTAIGNE 1841477374 04/03/12 ID #- TRACE #-091000010549751	11,012.94
4/05	CUST DEBIT TRANSMONTAIGNE 1841477374 04/05/12 ID #- TRACE #-091000012008190	11,209.39
4/09	Bill paid-FTC	102.02

SMALL BUSINESS CHECKING 2667878 (Continued)

Withdrawals and Deductions

Date	Description	Amount
4/12	CUST DEBIT TRANSMONTAIGNE 1841477374 04/12/12 ID #- TRACE #-091000011030116	57,917.37

Summary by Check Number

3/22	2796	97.00	4/19	2799*	26.49
4/02	2797	20.00			

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
3/21	972.46	4/02	915.46	4/09	843.44
3/22	890.46	4/03	930.46	4/12	923.44
3/23	930.46	4/05	945.46	4/19	896.95

Date 5/18/12 Page 1
Primary Account
Enclosures 9

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	9
Account Number	[redacted]	Statement Dates 4/23/12 thru	5/20/12
Previous Balance	896.95	Days in This Statement Period	28
5 Deposits	79,885.58	Average Ledger	880
10 Checks/Charges	79,962.28	Average Collected	880
Service Charge	.00		
Interest Paid	.00		
Current Balance	820.25		

---------- Deposits and Additions ----------

Date	Description	Amount
4/23	DDA DEPOSIT	31,074.16
4/27	DDA DEPOSIT	10,467.67
5/07	DDA DEPOSIT	6,744.96
5/11	DDA DEPOSIT	18,596.60
5/18	DDA DEPOSIT	13,002.19

---------- Withdrawals and Deductions ----------

Date	Description	Amount
4/23	CUST DEBIT TRANSMONTAIGNE 1841477374 04/23/12 ID #- TRACE #-091000010487330	31,007.91
4/27	CUST DEBIT TRANSMONTAIGNE 1841477374 04/27/12 ID #- TRACE #-091000013682138	10,452.67
5/07	CUST DEBIT TRANSMONTAIGNE 1841477374 05/07/12 ID #- TRACE #-091000010815573	6,734.96
5/09	Bill paid-FTC	52.36
5/11	CUST DEBIT TRANSMONTAIGNE 1841477374 05/11/12 ID #- TRACE #-091000014274495	18,571.60
5/18	CUST DEBIT TRANSMONTAIGNE 1841477374 05/18/12 ID #- TRACE #-091000013804817	12,997.19

Date 6/20/12 Page 1
Primary Account
Enclosures 10

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	10
Account Number	[redacted]	Statement Dates	5/21/12 thru 6/20/12
Previous Balance	820.25	Days in This Statement Period	31
4 Deposits	94,705.71	Average Ledger	604
11 Checks/Charges	95,104.61	Average Collected	604
Service Charge	7.50		
Interest Paid	.00		
Current Balance	413.85		

---------- Deposits and Additions ----------

Date	Description	Amount
5/25	DDA DEPOSIT	20,004.93
5/29	DDA DEPOSIT	12,397.46
6/08	DDA DEPOSIT	40,333.86
6/12	DDA DEPOSIT	21,969.46

---------- Withdrawals and Deductions ----------

Date	Description	Amount
5/25	CUST DEBIT TRANSMONTAIGNE 1841477374 05/25/12 ID #- TRACE #-091000014026020	19,974.93
5/29	CUST DEBIT TRANSMONTAIGNE 1841477374 05/29/12 ID #- TRACE #-091000010429932	12,377.46
6/08	CUST DEBIT TRANSMONTAIGNE 1841477374 06/08/12 ID #- TRACE #-091000013633229	40,268.86
6/12	CUST DEBIT TRANSMONTAIGNE 1841477374 06/12/12 ID #- TRACE #-091000010448178	21,929.46
6/13	Bill paid-FTC	96.29
6/20	SERVICE CHARGE	7.50

---------- Summary by Check Number ----------

5/23	2803	100.00	6/01	2804	25.00

* Indicates Break in Check Number Sequence

Date 7/20/12 Page 1
Primary Account
Enclosures 7

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	7
Account Number	[redacted]	Statement Dates 6/21/12 thru	7/22/12
Previous Balance	413.85	Days in This Statement Period	32
4 Deposits	66,718.51	Average Ledger	235
8 Checks/Charges	67,106.91	Average Collected	235
Service Charge	7.50		
Interest Paid	.00		
Current Balance	17.95		

---------- Deposits and Additions ----------

Date	Description	Amount
6/28	DDA DEPOSIT	4,199.17
7/05	DDA DEPOSIT	17,963.08
7/06	DDA DEPOSIT	12,556.26
7/09	DDA DEPOSIT	32,000.00

---------- Withdrawals and Deductions ----------

Date	Description	Amount
6/28	CUST DEBIT TRANSMONTAIGNE 1841477374 06/28/12 ID #- TRACE #-091000011302971	4,191.17
7/05	Bill paid-FTC	145.61
7/05	CUST DEBIT TRANSMONTAIGNE 1841477374 07/05/12 ID #- TRACE #-091000011242361	17,933.08
7/06	CUST DEBIT TRANSMONTAIGNE 1841477374 07/06/12 ID #- TRACE #-091000013058482	12,533.76
7/09	CUST DEBIT TRANSMONTAIGNE 1841477374 07/09/12 ID #- TRACE #-091000010418241	32,248.42
7/22	SERVICE CHARGE	7.50

---------- Summary by Check Number ----------

7/02	2809	20.00	7/16	2810	16.26

* Indicates Break in Check Number Sequence

Reprint Page 2 - 9/8/2015, 9:13am The Citizens Bank Archive Copy

SMALL BUSINESS CHECKING 2667878 (Continued)

Summary by Check Number

7/13	2811	18.61

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
6/21	413.85	7/05	286.24	7/13	41.71
6/28	421.85	7/06	308.74	7/16	25.45
7/02	401.85	7/09	60.32	7/22	17.95

Reprint Page 2 - 9/8/2015, 9:13am The Citizens Bank Archive Copy

SMALL BUSINESS CHECKING 2667878 (Continued)

Summary by Check Number

7/13	2811	18.61

* Indicates Break in Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
6/21	413.85	7/05	286.24	7/13	41.71
6/28	421.85	7/06	308.74	7/16	25.45
7/02	401.85	7/09	60.32	7/22	17.95

Reprint Page 1 - 9/8/2015, 9:12am The Citizens Bank Archive Copy

Date 8/20/12 Page 1
Primary Account
Enclosures 6

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

Effective, September 5th, 2012, we will be changing the look of our Online Banking website. Online Banking customers will notice the change when they login. In addition, to better protect our Online Banking customers, we will be adding security enhancements to our Online Banking website.

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	6
Account Number	[redacted]	Statement Dates 7/23/12 thru	8/20/12
Previous Balance	17.95	Days in This Statement Period	29
3 Deposits	5,000.00	Average Ledger	727
6 Checks/Charges	4,659.66	Average Collected	727
Service Charge	7.50		
Interest Paid	.00		
Current Balance	350.79		

---------- Deposits and Additions ----------

Date	Description	Amount
7/23	Xfer from A D GADDY	1,000.00
7/31	Xfer from GADDY RENTALS	200.00
8/06	Xfer from GADDY RENTALS	3,800.00

---------- Withdrawals and Deductions ----------

Date	Description	Amount
8/20	SERVICE CHARGE	7.50

---------- Summary by Check Number ----------

8/01	2812	144.66	7/30	2815	20.00
7/25	2813	850.00	8/09	2816	3,600.00
8/20	2814	18.61	8/17	2817	26.39

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
7/23	1,017.95	7/31	347.95	8/09	403.29
7/25	167.95	8/01	203.29	8/17	376.90
7/30	147.95	8/06	4,003.29	8/20	350.79

Date 9/20/12 Page 1
Primary Account
Enclosures 4

GADDY OIL INC
[redacted]
LAKE CITY SC 29560-0856

********** CHECKING ACCOUNT **********

SMALL BUSINESS CHECKING		Image Statement	4
Account Number	[redacted]	Statement Dates 8/21/12 thru	9/20/12
Previous Balance	350.79	Days in This Statement Period	31
1 Deposits	1,600.00	Average Ledger	627
5 Checks/Charges	235.92	Average Collected	627
Service Charge	7.50		
Interest Paid	.00		
Current Balance	1,707.37		

---------- Deposits and Additions ----------

Date	Description	Amount
9/14	Xfer from GADDY RENTALS	1,600.00

---------- Withdrawals and Deductions ----------

Date	Description	Amount
9/11	Bill paid-FTC	141.76
9/20	SERVICE CHARGE	7.50

---------- Summary by Check Number ----------

9/04	2818	20.00	9/13	2820	18.61
9/13	2819	25.55	9/04	2821	30.00

* Indicates Break in Check Number Sequence

---------- Daily Balance Information ----------

Date	Balance	Date	Balance	Date	Balance
8/21	350.79	9/11	159.03	9/14	1,714.87
9/04	300.79	9/13	114.87	9/20	1,707.37

PLAINTIFF'S EXHIBIT 2 9-08-15
PENGAD 800-631-6989

A CERTIFIED TRUE COPY
Sharon W. Staggers
SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

DEPOSIT TICKET

Name Caddy Oil

Account No

DATE 6-8-2012

67-733/532 SB

CASH		
CHECKS		40333.81
CHECKS OR TOTAL FROM OTHER SIDE		
SUB TOTAL		40333.86
LESS CASH		
NET DEPOSIT	$	40333.86

THE CITIZENS BANK
www.thecitizensbank.cc

Date 6/08/12 Ck# Amt 40,333.86

G&S TRANSPORTS LLC
SUMTER, SC 29150

2036

DATE 6-8-2012

PAY TO THE ORDER OF Caddy Oil Inc $ 40333.86

Forty Thousand three Hundred Thirty three and 86/100 DOLLARS

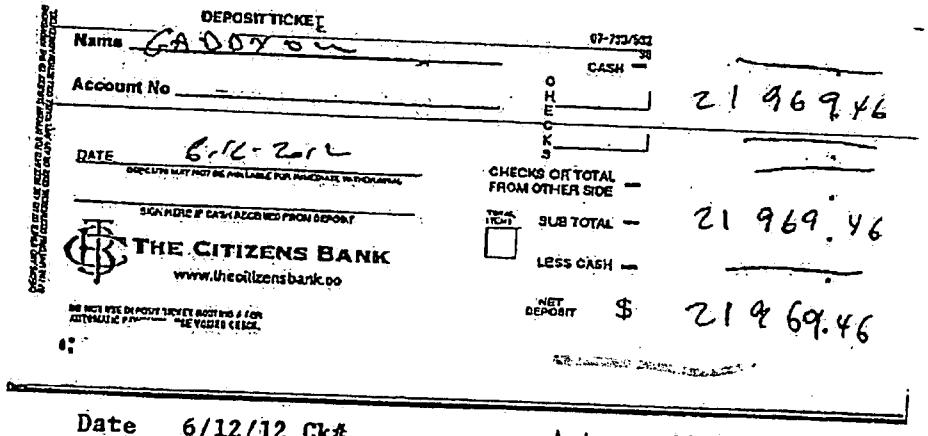
THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.cc

FOR

Date 6/08/12 Ck# 2036 Amt 40,333.86

DEFENDANT'S EXHIBIT 5
PENGAD-Bayonne, N. J.

PLAINTIFF'S EXHIBIT 3 4-5-13
PENGAD 800-631-6989



DEPOSIT TICKET

Name GADDY Oil

Account No

DATE 6-12-2012

CASH

CHECKS

21 969 46

CHECKS OR TOTAL FROM OTHER SIDE

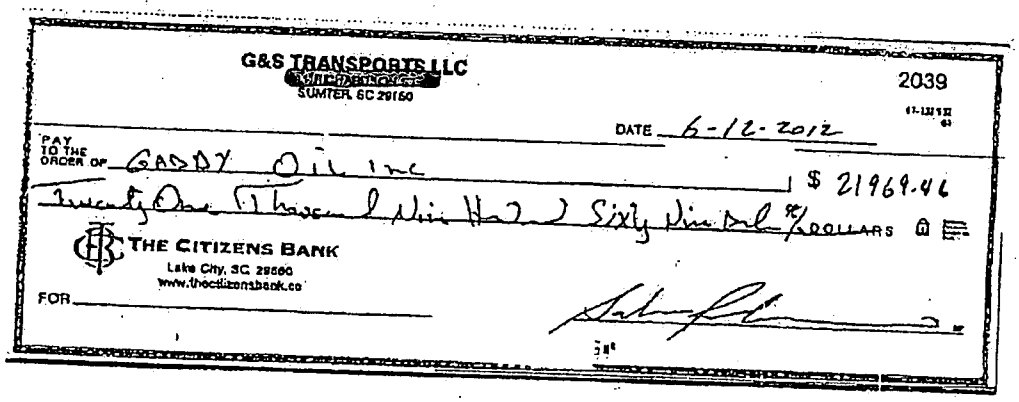
SUB TOTAL 21 969.46

LESS CASH

NET DEPOSIT $ 21 969.46

THE CITIZENS BANK
www.thecitizensbank.co

Date 6/12/12 Ck# Amt 21,969.46



G&S TRANSPORTS LLC
SUMTER, SC 29150

2039

DATE 6-12-2012

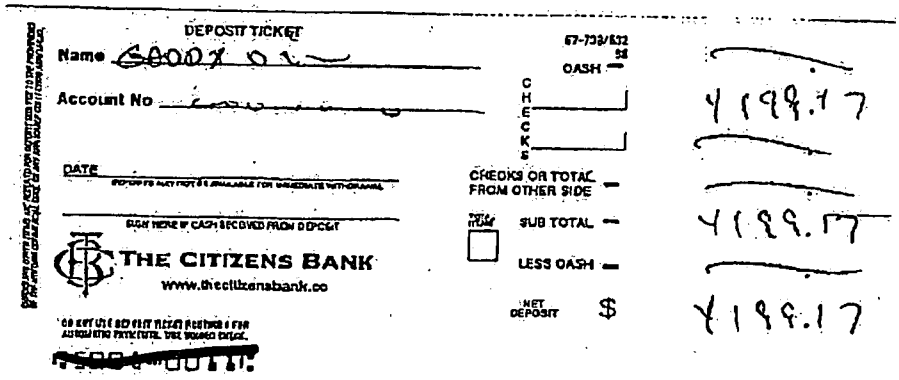
PAY TO THE ORDER OF GADDY Oil Inc $ 21969.46

Twenty One Thousand Nine Hundred Sixty Nine and 46/100 DOLLARS

THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.co

FOR

Date 6/12/12 Ck# 2039 Amt 21,969.46



DEPOSIT TICKET

Name [redacted]

Account No [redacted]

DATE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

THE CITIZENS BANK
www.thecitizensbank.co

67-733/832

CASH 4199.17

CHECKS

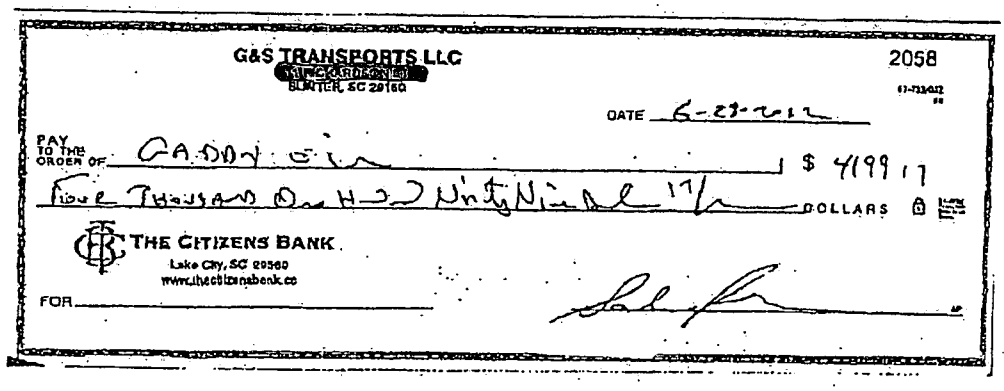
CHECKS OR TOTAL FROM OTHER SIDE

SUB TOTAL 4199.17

LESS CASH

NET DEPOSIT $ 4199.17

Date 6/28/12 Ck# Amt 4,199.17



G&S TRANSPORTS LLC
[redacted]
SUMTER, SC 29150

2058

67-733/832

DATE 6-27-2012

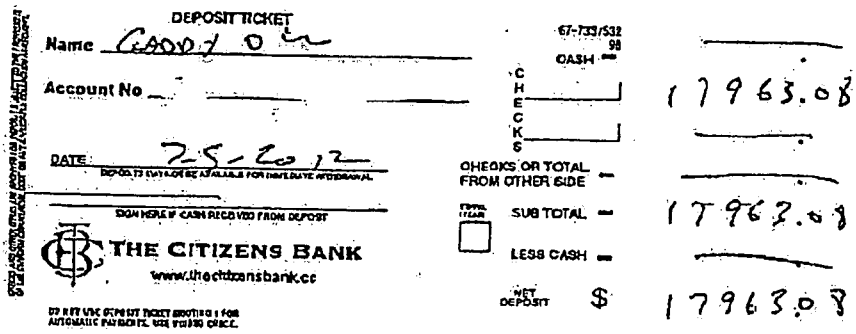
PAY TO THE ORDER OF [redacted] $ 4199.17

Five Thousand One Hundred Ninety Nine 17/ DOLLARS

THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.co

FOR [redacted]

Date 6/28/12 Ck# 2058 Amt 4,199.17



DEPOSIT TICKET

Name GADDY OIL

Account No

DATE 7-5-2012

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

THE CITIZENS BANK
www.thecitizensbank.cc

67-733/532

CASH

CHECKS 17963.08

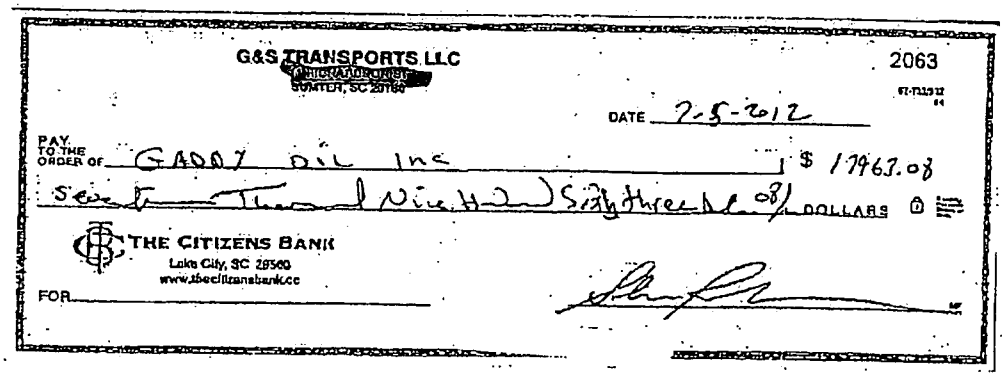
CHECKS OR TOTAL FROM OTHER SIDE

SUB TOTAL 17963.08

LESS CASH

NET DEPOSIT $ 17963.08

Date 7/05/12 Ck# Amt 17,963.08



G&S TRANSPORTS LLC
SUMTER, SC 29150

2063

DATE 7-5-2012

PAY TO THE ORDER OF GADDY OIL Inc $ 17963.08

Seventeen Thousand Nine Hundred Sixty Three and 08/ DOLLARS

THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.cc

FOR

Date 7/05/12 Ck# 2063 Amt 17,963.08

DEPOSIT TICKET

Name CADDY OIL

Account No

DATE 7/6/12

CASH

CHECKS
OTHER

CHECKS OR TOTAL FROM OTHER SIDE

SUB TOTAL 12556.26

LESS CASH

NET DEPOSIT $ 12556.26

THE CITIZENS BANK
www.thecitizensbank.co

Date 7/06/12 Ck# Amt 12,556.26

G&S TRANSPORTS LLC
SUMTER, SC 29150

2065

DATE 7-6-2012

PAY TO THE ORDER OF CADDY OIL INC $ 12556.26

Twelve Thousand Five Hundred Fifty Six and 26/100 DOLLARS

THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.co

FOR

Date 7/06/12 Ck# 2065 Amt 12,556.26

dep

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	TRG/TEV:
ANDREW D GADDY [redacted] LAKE CITY SC 29560	THE CITIZENS BANK PO BOX 1059 LAKE CITY, SC 29560	Loan Number Date 07/09/12 Maturity Date 07/09/13 Loan Amount $ 32,040.00 Renewal Of

PLAINTIFF'S EXHIBIT 3 9-08-15 (PENGAD 800-631-6989)

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Thirty two thousand forty & no/100 Dollars $ 32,040.00

☒ **Single Advance:** I will receive all of this principal sum on 07/09/12. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____.

☒ **Closed End Credit:** You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from JULY 09, 2012 at the rate of 6.00 % per year until JULY 09, 2013.

☐ **Variable Rate:** This rate may then change as stated below:

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____. A change in the interest rate will take effect _____.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ **LATE CHARGE:** If a payment is not made within 30 days after it is due, I agree to pay a late charge of 5.000% of the unpaid amount with a minimum of $6.60 and a maximum of $100.00.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: $40.00 APPLICATION FEE.

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest At Maturity - JULY 09, 2013

☒ **Principal:** I agree to pay the principal At Maturity - JULY 09, 2013

☐ **Installments:** I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

PURPOSE: The purpose of this loan is _____.

SECURITY: You have certain rights that may affect my property as explained on page 2. In addition to these rights, this agreement is separately secured by a ☐ preexisting ☐ contemporaneous agreement described as _____.

ADDITIONAL TERMS:

A CERTIFIED TRUE COPY
SHARON W. STACKHOUSE
CLERK OF COURT
WILLIAMSBURG COUNTY

Expere © 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UNS-LA2-SC 2/8/2001

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products, I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of South Carolina in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

SECURITY - References to agreements securing this loan on page 1 shall not be considered an exclusive list of all such agreements. Other agreements you and I have executed or execute in the future which are not referenced on page 1 may secure this loan.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

(6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this transaction.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

ANDREW D GADDY

SIGNATURE FOR LENDER:

TERESA E GRAHAM
ASST VICE PRESIDENT

Expere © 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UNS-LAZ-SC 2/8/2001

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☐ **Specific Property Description:** The Property includes, but is not limited by, the following:

If applicable, enter real estate description and record owner information: _____

_____

_____

_____

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ _____ purpose.

Borrower/Owner State of organization/registration (if applicable) _____

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations, and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

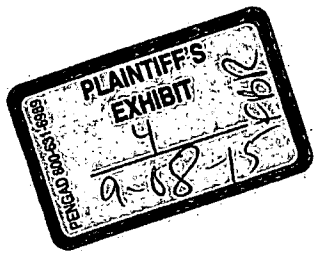
WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

Expere © 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UNS-LAZ-SC 2/8/2001



TRANSMONTAIGNE

P.O. Box 5660
Denver, CO 80217-5660
USA

Tele: (303) 626-8200
Fax: (303) 626-8228

GADDY OIL INC
[redacted]
LAKE CITY, SC 29560

SHIP TO: 61865
GADDY OIL CO (SC)
VARIOUS, SC

CUST CONTRACT			INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN		INVOICE NUMBER	SA 658365 R	09 Jul 2012
NET BASIS	60°F UOM GAL		CONTRACT	418770	
PAYMENT TERMS	10 DAYS-EFT (S)				ORIGINAL
POINT OF ORIGIN	17464 MAGELLAN N. AUGUSTA @ I-20 N: AUGUSTA, SC				
DESTINATION	SOUTH CAROLINA				68961/61865

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321298 2040	448096		GASOBOL 87 ETHANOL 10%	G & S TRANSPORTS	5000.00	4923.00	2.310890	11,376.51
				SOJC COOPERATIVE FEE			4923.00		4.92
				ST GAS TAX			4923.00	.160000	787.68
				OIL SPILL-10% ETHANO			4923.00	.001714	8.44
				INSPECTION FEES			4923.00	.007500	36.92
				FET GASOBOL 10%			4923.00	.183000	900.91
				FET LUST TAX			4923.00	.001000	4.92
				GASOBOL 87 ETHANOL 10%					
				This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RINS Transferred.					
				Your bank account will be drafted on 09 Jul 2012 for product, discount, and non-deferred taxes -or- drafted on next regular banking day by A.C.H.					$13,120.30
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					

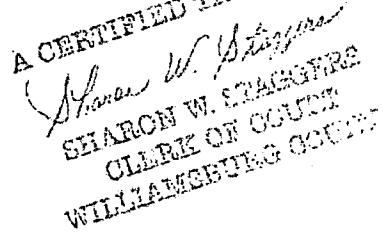
"Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law."

Federal Identification
84-1477374

1 USD

TOTAL 13,120.30





TransMontaigne

P.O. Box 5660
Denver, CO 80217-5660
USA

Tele: (303) 626-8200
Fax: (303) 626-8228

GADDY OIL INC
[redacted]
LAKE CITY SC 29560

SHIP TO: 61865
GADDY OIL CO (EC)
VARIOUS, SC

CUST CONTRACT			INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN		INVOICE NUMBER	SA 650364 R	09 Jul 2012
NET BASIS	60°F UOM GAL		CONTRACT	418770	ORIGINAL
PAYMENT TERMS	10 DAYS-EFT (S)				
POINT OF ORIGIN	17464 MAGELLAN N. AUGUSTA, S 1 N. AUGUSTA, SC				
DESTINATION	SOUTH CAROLINA				68961/61865

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321297 2039	448097		GASOBOL 87 ETHANOL 10%	G & S TRANSPORTS	4000.00	3939.00	2.310890	9,102.60
				SOJC COOPERATIVE FEE			3939.00		3.94
				SC GAS TAX			3939.00	.160000	630.24
				OIL SPILL-10% ETHANO			3939.00	.001714	6.75
				INSPECTION FEES			3939.00	.007500	29.54
				FET GASOBOL 10%			3939.00	.183000	720.84
				FET LUST TAX			3939.00	.001000	3.94
				GASOBOL 87 ETHANOL 10%					
				This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RINS Transferred.					
				Your bank account will be drafted on 09 Jul 2012 for product, discount, and non-deferred taxes					$10,497.85
				-or- drafted on next regular banking day by A.C.H.					
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					

"Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law."

Federal Identification
84-1477374

1 USD

TOTAL 10,497.85

PLAINTIFF'S EXHIBIT p. 2

TransMontaigne

P.O. Box 5660
Denver, CO 80217-5660
USA

Tele: (303) 626-8200
Fax: (303) 626-8228

GADDY OIL INC
[redacted]
LAKE CITY, SC 29560

SHIP TO: 59192
GADDY OIL CO - (SC)
VARIOUS, SC

CUST CONTRACT			INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN		INVOICE NUMBER	SA 656856 R	09 Jul 2012
NET BASIS	60°F	UOM GAL	CONTRACT	418770	ORIGINAL
PAYMENT TERMS	10 DAYS-EFT (S)				
POINT OF ORIGIN	15744 KINDER MORGAN/NORTH AUGUSTA NORTH AUGUSTA, SC				
DESTINATION	SOUTH CAROLINA				68961/59192

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	291994 0830	444C73		#2 DF ON-HWY ULTRA LO-SUL	G & S TRANSPORTS	1500.00	1487.00	2.686500	3,994.83
29 Jun	291994 0830	444C73		#2 ULTRA LO SULF DYED	G & S TRANSPORTS	1500.00	1487.00	2.691500	4,002.26
				SOJC COOPERATIVE FEE			2974.00		2.98
				FET DIESEL FUEL			1487.00	.243000	361.34
				ST DIESEL TAX			1487.00	.160000	237.92
				OIL SPILL			2974.00	.001905	5.66
				INSPECTION FEES			2974.00	.007500	22.30
				FET LUST TAX			2974.00	.001000	2.98
				#2 DF ON-HWY ULTRA LO-SUL					
				LOW SULPHUR DIESEL FOR ON ROAD USE CONTAINS NO EVIDENCE OF DYE.					
				#2 ULTRA LO SULF DYED					
				NOTICE: DYED DIESEL/FUEL OIL, NR ONLY					
				NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE					
				Your bank account will be drafted on 09 Jul 2012 for product					$8,630.27
				discount, and non-deferred taxes					
				-or- drafted on next regular banking day by A.C.H.					
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE					
				WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9433 *					

1 USD **TOTAL** 8,630.27

"Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law."

Federal Identification
84-1477374

PLAINTIFF'S EXHIBIT B p. 3

TRANSMONTAIGNE

TO: GADDY OIL INC

ATTN:

FROM: TransMontaigne Product Services Inc. (TPSI)

SUBJ: GADDY OIL INC 68961 GADDY OIL INC

TransMontaigne Prod. Services
EFT DRAFT NOTICE
7/05/12

CUSTOMER NAME: GADDY OIL INC CUSTOMER #: 68961

INVOICE DATE	INVOICE NUMBER	GROSS INV. AMT	DISCOUNT AMOUNT	NET INVOICE AMT	ACH DRAFT DATE	ST. TAX NET GAL.
6/29/12	SA656856	8630.27	.00	8630.27	7/09/12	.0
6/29/12	SA658364	10497.85	.00	10497.85	7/09/12	.0
6/29/12	SA658365	13120.30	.00	13120.30	7/09/12	.0

TOTAL DRAFT AMT: 32248.42

PLEASE REGISTER ON OUR WEBSITE TO VIEW THIS NOTIFICATION ONLINE. SEE WWW.TRANSMONTAIGNE.COM VIEW THE LINK TO SUPPLY CHAIN LOG IN REFERENCE YOUR CUSTOMER NUMBER LOCATED ON THIS TRANSMITTAL.

FOR INVOICE OR BOL QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (800) 934-9432.

THANK YOU

32,298.42
50
32,298.42
32,

PLAINTIFF'S EXHIBIT B p.4

12 CP45 471

NON-NEGOTIABLE / BILL OF LADING

KINDER MORGAN
SOUTHEAST TERMINALS LLC

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

THE CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE TRANSPORTATION OF THIS COMMODITY AS DESCRIBED BY THE SHIPPER.

THE SUPPLIER WHOSE NAME IS INDICATED ON THIS BOL IS RESPONSIBLE FOR COLLECTING AND REMITTING THE STATE MOTOR FUEL TAXES.

GASOLINE ADDITIZED TO MEET EPA DETERGENT ADDITIVE REQUIREMENTS.

"FOR CHEMICAL EMERGENCY - SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC 800-424-9300 DAY OR NIGHT." (CHEMTREC CONTRACT #12365)

THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.

SIGN HERE → Richard Thornhill DATE

RECEIVED QUANTITIES IN GOOD ORDER

SIGN HERE → DATE

SOLD TO: GADDY OIL INC [redacted] LAKE CITY, SC 29560	SHIP TO: GADDY OIL INC VARIOUS, sc
SUPPLIER: MORGAN STANLEY /TRANSMONTAIGNE 1670 BROADWAY SUITE 3100 DENVER, CO 80202	PETROEX/TABS# 59192 · MANIFEST # 291994 · MANIFEST DATE 06/29/2012
	SPECIAL HANDLING · Load #: 291994 · 46999200
CARRIER: G & S TRANSPORTS LLC [redacted] SUMTER, SC 29150	DRIVER NAME THORNHILL, RICHARD (971) · DRIVER # 971
	TRAILER # 2 · LOADING TIMES 8:38:54 AM - 9:01:08 AM · LOADSPOT 10

HAZARD INFORMATION

1 Tank Truck Loaded at: 221 LAUREL LAKES DRIVE, NORTH AUGUSTA, SC 29860 Phone: 803-279-1999

Hazard Description	Gross Gallons
NA1993, DIESEL FUEL, 3, PG III	3,000

FINISHED PRODUCT SUMMARY

Prod	Description	Gross (G)	Net (G)	Temp (F)	Grav.
530520	ULTRA LOW SULFUR DIESEL	1500	1487	78.5	36.6
530530	Dyed Ultra Low Sulfur Diesel	1500	1487	79.2	36.6

PRODUCT NOTES

UNDYED ULTRA LOW SULFUR DIESEL,

SEE NOTE 4 ON BACK OF BOL.

DYED ULTRA LOW SULFUR DIESEL,

SEE NOTE 5 ON BACK OF BOL.

PRODUCT COMPONENTS

No.	Product	Total Gross	Component	Gross (G)	Net (G)	Temp (F)	Grav.	Tank
1	530520	1,500	ULTRA LOW SULFUR DIESEL BASE	1,500	1,487	78.5	36.6	5
2	530530	1,500	ULTRA LOW SULFUR DIESEL BASE	1,500	1,487	79.2	36.6	5

A CERTIFIED TRUE COPY
Sharon W. Staggers
SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

"SEE BACK FOR HAZARD WARNINGS AND PRODUCT NOTES"

PLAINTIFF'S EXHIBIT 5 9-18-15 FBL

PENGAD 800-631-6989

ADS220R4 - 815

MAGELLAN TERMINALS HOLDINGS, LP – Bill of Lading

This is a universal bill of lading that can be used for petroleum products, fertilizer and liquified petroleum gas

TERMINAL LOCATION: NORTH AUGUSTA

SUPPLIER: TMG CONTRACT
P. O. BOX 5660
DENVER, CO 80217

START TIME LOADED
06/29/2012 20:41:26- 181

END TIME LOADED
06/29/2012 20:53:40- 181

EPA#

CARRIER: G & S TRANSPORTS LLC
CONSIGNEE: TRANSMONTAIGNE
DESTINATION: VARIOUS, SC

DEST CODE: 815

"Received, subject to the classification and tariffs in effect on the date of issuance of this bill of lading, the property described hereon, consigned and destined as shown, which it is agreed will be carried to consignee's place of storage at said destination, it on carrier's own highway route or routes or within the territory of its highway operations otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that every service to be performed hereunder shall be subject to all the conditions, not prohibited by law herein contained, and all applicable conditions prescribed for uniform straight bill of lading in National Motor Freight Classification No. A-13, MF-I.C.C.No. NMF 100, supplements thereto or reissued thereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

O,S - "This fuel contains an oxygenate. Do not blend this fuel with ethanol or with any other oxygenate."

B,N - "This fuel must not be sold at retail or used in a carbon monoxide control area."

BL TRANS STATE TAX NBR	SUPPLIER CODE	PETROEX CODE	TIME OUT	DRIVER CODE	
321297	815	061865	20:53	002	

PRODUCT NAME AND CLASSIFICATION	GROSS GALS/LBS.	NET GALS/LBS 60F	GRADE/BLN	OCTANE	METER	GRAVITY	TEMP/PSI
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE	4000	3939	NZ O	87.00	01 01	60.170	82.0

SEALS	ICC PERMIT	STATE LICENSE	STATE PERMIT	UNIT	UNIT WATER BAL. CAPACITY	DISTRIBUTOR LICENSE

"This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulation of the Department of Transportation." CARRIER CERTIFIES that the CARGO TANK supplied for this shipment is a proper container for the transportation of this commodity.

NOT - NEGOTIABLE

PLAINTIFF'S EXHIBIT 1 pg 2

ADS220R4 - 815

MAGELLAN TERMINALS HOLDINGS, LP -- Bill of Lading

This is a universal bill of lading that can be used for petroleum products, fertilizer and liquified petroleum gas

TERMINAL
LOCATION: NORTH AUGUSTA

SUPPLIER: TMG CONTRACT
P. O. BOX 5660
DENVER, CO 80217

CARRIER: G & S TRANSPORTS LLC
CONSIGNEE: TRANSMONTAIGNE
DESTINATION: VARIOUS, SC

START TIME LOADED
06/29/2012 20:41:26- 181

END TIME LOADED
06/29/2012 20:53:40- 181

EPA#

DEST CODE: 815

Received, subject to the classification and tariffs in effect on the date of issuance of this bill of lading, the property described hereon, consigned and destined as shown, which it is agreed will be carried to consignee's place of storage at said destination, if on carrier's own highway route or routes or within the territory of its highway operations; otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that every service to be performed hereunder shall be subject to all the conditions, not prohibited by law herein contained, and all applicable conditions prescribed for uniform straight bill of lading in National Motor Freight Classification No. A-13, MF-I.C.C.No. NMF 100, supplements thereto or reissued thereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

O,S - "This fuel contains an oxygenate. Do not blend this fuel with ethanol or with any other oxygenate."

BJ - "This fuel must not be sold at retail or used in a carbon monoxide control area."

BL TRANS STATE TAX NBR	SUPPLIER CODE	PETROEX CODE	TIME OUT	DRIVER CODE	
321298	815	061865	20:53	002	

PRODUCT NAME AND CLASSIFICATION	GROSS GALS/LBS.	NET GALS/LBS 60F	GRADE/BLN		OCTANE	METER	GRAVITY	TEMP/PSI
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE	2000	1969	NZ	O	87.00	01 04	60.170	82.6
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE	3000	2954	NZ	O	87.00	01 05	60.170	82.2

SEALS	ICC PERMIT	STATE LICENSE	STATE PERMIT	UNIT	UNIT WATER BAL. CAPACITY	DISTRIBUTOR LICENSE

"This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulation of the Department of Transportation." CARRIER CERTIFIES that the CARGO TANK supplied for this shipment is a proper container for the transportation of this commodity.

NOT - NEGOTIABLE

PLAINTIFF'S EXHIBIT 4 p 3



PROMISSORY NOTE

January 23 2009

A CERTIFIED TRUE COPY
Sharon W. Staggers
SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

$ 500,000.00

For value received, the undersigned promises to pay to the order of Gaddy Rentals, LLC at [redacted], Lake City, SC 29560, or at such other place as may be designated in writing Five Hundred Thousand ($500,000) Dollars with interest at four and one-half (4 ½) per cent in monthly installments of $5,181.98 on the 1st day of each month, beginning on March 1, 2009, and continuing until the entire balance of principal and interest is paid in full ten (10) years from March 1, 2009.

Payment of any installment of interest or principal may be paid in advance without penalty.

The within Promissory Note is given to induce Gaddy Rentals, LCC to enter into a CONTRACT OF SALE with Abu Aita Brothers, Inc. which provides for seller financing with no down payment.

In the event that Abu Aita Brothers, Inc. fails to make a payment or otherwise violates the terms and conditions of such CONTRACT OF SALE and fails to correct the violation as provided in the CONTRACT OF SALE,

then Gaddy Rentals, Inc. may, at its option, declare the unpaid balance of this Promissory Note, due and payable immediately

In the event that Gaddy turns this Promissory Note over to an attorney for collection, all attorney fees and costs of collection will be added to the unpaid balance owed upon the Promissory Note.

IN WITNESS WHEREOF the undersigned place their signatures on the day and year first appearing.

Address

_____

[redacted]

FLORENCE, S.C. 29501

[redacted]

Florence, S.C. 29501

George Rishwami

Awni Abuaiti

Issa Abuaita

STATE OF SOUTH CAROLINA)
) CONTRACT FOR SALE
COUNTY OF FLORENCE)

WHEREAS, Gaddy Rentals, LLC ("Gaddy"), a South Carolina Limited Liability Corporation, with an office address of 106 Brockwood Drive, Lake City, South Carolina 29560, owns certain real property in Lake City, South Carolina lying on the western side of Highway 52; and

WHEREAS, Abu Aita Brothers, Inc. ("Brothers"), a South Carolina corporation with an office address of 426 Sterling Drive, Florence, South Carolina 29501, desires to purchase this property from Gaddy; and

WHEREAS, Awni Abuaita, who resides at [redacted] Florence, SC 29501 Florence, SC 29501 and Issa Abuaita who resides at [redacted] Florence, SC 29560 Florence, SC 29501; are shareholders of Abu Aita Brothers, Inc.; and

WHEREAS, George Rishmawi, who resides at 227 Magnolia Dr., Lake City, SC, 29560, furnishes consulting services to Abu Aita Brothers,Inc., as appropriate; and

WHEREAS, the parties desire to enter into this CONTRACT FOR SALE in which they set forth the terms and conditions by which they will purchase the property described below.

NOW, THEREFORE;

1. ***Agree To Sell***- Gaddy agrees to sell all those pieces, parcels, or lots of land situate on the west side of U.S. Highway 52 in the City of Lake City, County of Florence, State of South Carolina, being known and designated as lots Nos.

17, 18, 19, 20, and 21, on plat of W.J. Tarte property made by Ervin Engineering Company, December 13, 1953, recorded in the Office of the Clerk of Court of Florence County in Plat Book P at page 23. Said lots being contiguous and together fronting on said U.S. Highway 52 a distance of one-hundred, twenty-two, and seventy hundredths (122.70') feet, extend back in depth there from on their southern boundary a distance of one-hundred, sixty-seven and thirty-five hundredths (167.35') feet, on their western boundary extend a distance of one-hundred, twenty and two-tenths (120.2') feet and are bounded on the North by lands of Zack C. Smith; and on the East by U.S. Highway 52; on the South by lot. No. 16; and on the West by Joel Street.

2. ***Consideration-*** (a) The purchase price is Five-Hundred Thousand ($500,000) Dollars. (b) Gaddy agrees to finance the purchase price with the unpaid balance to bear interest at four and one-half (4 ½) percent until the purchase price is paid with the principal and interest payable in monthly installments of $ 5181.98 with the first payment to begin on March 1, 2009 with payments to continue thereafter on the first of each month until the purchase price plus interest is paid in full. (c) The monthly payment shall be applied first to interest and then to principal.

3. ***Late Payment***- In the event that the monthly payment is paid after the 10th day of the month, a late payment charge of thirty-five ($35.00) Dollars shall be added to the monthly payment. The late payment charge will be retained by Gaddy and will not be credited against the unpaid portion of the purchase price.

4. ***Place of Payment***- The monthly payments shall be delivered to Gaddy at [redacted] Lake City, SC 29560, or at such other place that Gaddy may designate in writing.

5. ***Gaddy Remains Owner-*** Until the Brothers make payment to Gaddy of the purchase price, Gaddy will remain the owner of the above described property, including all fixtures, buildings, gas pumps, and structures. The parties contemplate that Brothers will replace the gas pumps, renovate the building, and improve the car wash bays. In no event will such changes or replacements be allowed to damage any existing real property or fixtures so that the gas pumps, fixtures, and car wash bays have a value less than their value at the time when this contract is signed.

6. **Delivery of Title** Upon payment of the purchase price to, Gaddy will deliver a good title in fee simple by means of a general warranty deed properly executed to any entity designated in writing by Brothers.

7. ***Insurance***- Brothers agrees to obtain liability and hazard insurance which shall name Gaddy as an insured. A copy of the insurance policy shall be furnished to Gaddy. '

8. ***Default-*** In the event a monthly installment is not made within thirty (30) days of the 1st day of the month, Gaddy, at his option, may declare the outstanding balance due and payable in thirty (30) days. In the event that Brothers fails to pay the outstanding balance within thirty (30) days after the unpaid purchase is declared payable, Gaddy may declare this CONTRACT OF

SALE void and terminated. Any declaration by Gaddy that the CONTRACT OF SALE is void must be in writing and sent by U.S. Mail to Brothers. In the event that the CONTRACT OF SALE is declared void, Gaddy may take possession of the property. All improvements shall become the property of Gaddy upon insgtallion..

9. ***Notice In Writing***- All notices given by Gaddy to Brothers must be in writing and mailed to Brothers at: [redacted] Florence SC, 29501 or to any other location which is given by Brothers to Gaddy. All notices of Brothers to Gaddy and all payments for Gaddy at 1[redacted], Lake City SC, 29560 or at any other location given by Gaddy to Brothers.

10. ***Forfeiture/Refund*** In the event that the CONTRACT OF SALE is declared void, all payments are forfeited as liquidated damages and rent. In the event that Gaddy cannot deliver a good marketable fee simple title upon tender of the purchase price, he shall be given a reasonable time to correct any problems or eliminate any encumbrances. If such title problems or encumbrances are not eliminated in a reasonable time, Brothers is entitled to a refund of the purchase price.

11. ***Condition of Property*** Brothers has had an opportunity to inspect the property, including all equipment, to its satisfaction. The real property and all equipment is sold "as is." Gaddy makes no express warranty or implied warranties or representation(s) concerning the quality, use, or state of repair of any of the real property, buildings, or equipment.

12. ***Closing Costs*** Gaddy will pay for deed preparation, documentary stamps, costs associated with a mortgage payoff (if any). Brothers will pay all recording costs and whatever expenses or charges are incurred by reason of financing. Attorney fees with respect to services rendered in connection with this CONTRACT OF SALE shall be equally divided with Gaddy advancing the fees and obtaining reimbursement of one half of the fee from Brothers.

13. ***Taxes*** Taxes will be pro-rated as of the date of closing with Brothers being responsible for the payment of the 2009 taxes and taxes of all future years while the CONTRACT OF SALE is outstanding. All taxes, if any, for calendar year 2008 and before shall be payable by Gaddy.

14. **Entire Agreement** This contract contains the complete agreement of the parties. Terms and conditions cannot be changed or modified except in writing with the written consent of both parties.

15. ***Non-Assignable*** The within CONTRACT OF SALE is non-assignable by Brothers.

IN WITNESS WHEREOF the undersigned place their signature on this 23rd day of January, 2009.

WITNESSES

Ashley D Coker

Wilbur B Broad

Ashley D Coker

Wilbur B Broad

GADDY RENTALS, LLC by

President and Manager

Abu Aita Brothers, Inc by

ISSA Abu Aita

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF FLORENCE)

PERSONALLY APPEARED before me Ashley Coker and made oath that s/he saw the within named parties to the CONTRACT sign the within written CONTRACT, and that s/he with Wilbur B. Broad witnessed the execution thereof.

Ashley D Coker

SWORN to before me this 23rd day of January, 2009.

Wilbur B Broad
Notary Public for South Carolina
My commission expires: 4-6-2010

GUARANTY

To induce Gaddy Rentals, LLC to enter into the Contract for Sale, Awni Abuaita and Issa Abuaita do hereby guarantee performance of the CONTRACT FOR SALE by Abu Aita Brothers, Inc. and they will join with George Rishwami in signing a Promissory Note for the purchase price.

IN WITNESS WHEREOF the guarantors hereby place their signatures on this 23rd day of January, 2009.

Guarantor

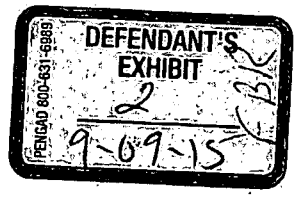
Issa Abu Aita

Guarantor

To induce Gaddy Rentals, LLC to enter into this CONTRACT OF SALE, George Rishwami guarantees performance by Abu Aita Brothers, Inc. and in addition, George Rishwami, Awni Abuaita, and Issa Abuaita will sign a Promissory Note payable to Gaddy Rentals, LLC containing the same payment provisions as the CONTRACT FOR SALE.

George Rishwami

TRACO CONSTRUCTION, INC.
P.O. Box 229 • 832 Traco Circle
Coward, South Carolina 29530
843-389-3956 • Fax: 843-389-7805



March 18, 2009

Lake City Exxon

Invoice

- Move Restroom- $ 5,800.00
- Tile Floor- $ 1,600.00
- Tile Ceiling- $ 2,100.00
- Cooler- $ 6,200.00
- Repair Brick- $ 1,650.00
- New Door- $ 2,000.00
- Insurance & O.H. Profit- $ 4,250.00

Total= $23,600.00

Traco Construction:

A&S BUILDING SYSTEMS, INC.

A CERTIFIED TRUE COPY
SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

meco - FL

MECO Incorporated of Florence

904 S Church St, Florence SC 29506 • 1-800-845-4357

Serving North and South Carolina with expert petroleum equipment sales, service, and installation since 1954

Take off
Hanging Hardware
for Bissett 004

#85 Augusta Rd. Job #989
114735 - 114740

George Rishmawi
Gaddy's Pure Oil C-Store
Highway 52 - Lake City, SC
843-933-2250
(59) Terms: 1% - 10, NET 20 days

Abstract: CUSTOMER needs estimate to remove (4) existing MPDs and (1) suction pump and replace with (4) Gilbarco blending dispensers, required hanging hardware for new equipment, required communication boxes for Gilbarco/Ruby communication, and all required equipment to complete the system.

Underground Tank Equipment - Existing, to remain as is

Dispensing Equipment

Gilbarco Encore 300 Multi-Product Dispensers

These models feature proven ATM-style customer interface, soda-button grade selection, electronic meter calibration, corrosion resistant hot-dipped galvanized steel frame, painted & decaled lower doors, and DuraMax sheathing. Blending units feature continuous real-time blend monitoring to ensure precise product mix ratio. Card-reader equipped units include 5.7" diagonal graphics-capable monochrome LCD screens, high-contrast backlighting, and high-speed graphics-capable thermal receipt printers. All units come with a 2-year bumper-to-bumper parts & labor warranty.

QTY	ITEM	DESCRIPTION OF PRODUCT	AMOUNT	TOTAL
(4)	ENC300NN1	3-grade two-hose blending dispenser with monochrome card readers	9798.00	39192.00
	Encore Premium Image Packages			
114735 (4)	Gemini	Gemini Image 2000 package - custom painted side sheathing & bezel (required by ExxonMobil)	129.00	516.00
	Encore Dispenser Options			
(24)	Cash/Credit	2-Tier pricing option, one per PPU display	89.00	2136.00
(4)	EPP	Encrypted PIN Pad- 2 sides (meets TDES and PCI EPP approvals)	998.00	3992.00
1	Brand-View	Brand-View Angled Pump Canopy	269.00	1076.00
		Gilbarco Ft Surcharge Applies	subtotal	45830 ~~$46,912.00~~

Install Under Dispenser Containment

QTY	ITEM	DESCRIPTION OF PRODUCT	Amount	TOTAL
114739 (4)	UDC	Spray - In Containment System	1200.00	4800.00
			subtotal	$4,600.00

A CERTIFIED TRUE COPY
Sharon W. Spaugh
SHARON W. SPAUGH
CLERK OF COURT
WILLIAMSBURG COUNTY

DEFENDANT'S EXHIBIT 3 9-09-15 SR

Hanging Hardware

QTY	ITEM	DESCRIPTION OF PRODUCT	AMOUNT	TOTAL
Nozzles				
8	11AP-0400	3/4" Gas nozzle with BLACK cover (gas), OPW	39.00	312.00
1	11A-0100	3/4" diesel nozzle with GREEN cover (diesel), OPW	39.00	39.00
8	88L-0400	BLACK fill guard, OPW	4.50	36.00
1	8G-0100	GREEN fill guard, OPW	4.50	4.50
Hoses				
9	712458PR108	5/8" x 9' Double bolted hardwall hose (gas/diesel), Parker	28.00	252.00
9	7280BPE-B	3/4" Jumper Hose, Parker	12.00	108.00
Fittings				
9	241TPS-0241	3/4" swivel, OPW	21.00	189.00
9	66REC-1000	3/4" Dry reconnect breakaway, OPW	54.00	486.00
			subtotal	$1,426.50

Electronic Point-Of-Sale Equipment - 2 Console System

QTY	ITEM	DESCRIPTION OF PRODUCT	AMOUNT	TOTAL
VeriFone Ruby Supersystem				
2	V224-89-000X	Ruby 120-key single terminal, 24 Mhz, 8 meg	Existing, provided by customer	
	P050-01-200	Cash drawer		Included
	22839-01	Cash drawer adaptor kit		Included
	P040-08-300	Customer display & stand		Included
1	65526-01	Fuel kit, interface to Gilbarco dispensers and card readers	469.00	469.00
	13836-25	25' shielded RS-232 cable, RJ45-RJ45		Included
	13652-01	PAM adapter, DB9		Included
	13898-100	100' Shielded RS232 cable, RJ48-RJ48		Included
	13870-01	Cable, DCR Distribution (9-pin to 25-pin)		Included
	19976-01	Dispenser Card Reader Converter (B&B connector)		Included
	19542-01	Male DB25 TO 8P8C RJ45 adapter		Included
	13836-01	GEN-II shielded RS-232 cable, RJ48-RJ48		Included
	65028-01	Adapter, GSM-to-PAM		Included
LAN Cabling - for 2 or more terminals				
1	13046-25	25' Cable	30.00	30.00
1	22518-01	Lan Block (for third terminal)	18.00	18.00
		VeriFone shipped FOB factory		
Required Gilbarco Hardware				
1	PA03820000	PAM 8000 , GILBARCO (Maximum 16 fueling positions)	2598.00	2598.00
1	M08037B002	CRIND Expansion kit, GILBARCO (Maximum 16 CRIND positions)	799.00	799.00
1	R19000-03	POS to PAM cable, GILBARCO	56.00	56.00
1	PA02580000XTDES	Advanced GSM, for TDES debit PIN encryption, w. 10' cable, GILBARCO	636.00	636.00
			subtotal	$4,706.00

Total Equipment ~~$57,844.50~~ $56,768.50

Installation

CATEGORY	DETAIL	TOTAL
Installation Material		$1,878.00
Labor	Construction labor Technical labor, startup, programming, training	$3,970.00 inc
	Installation Total	**$5,848.00**

114.740

Equipment Total (from page 3) $57,644.80
Canopy - 1076.80
56768.

Sub total (excluding options below) $63,402.80
Appropriate sales tax will be added 62416.8

Less 1% Quick Pay Discount $634.93

Sub total after Quick Pay Discount (excluding frt, options and sales tax) $62,887.88

Deposit

- A 25% deposit of the total amount is required which will be credited toward final invoice balance.

20% of total job = $12,577.60

Customer's Signature

01-29-09
Date

Installation Scope of Work

Mechanical work includes:

- MECO to remove (4) existing MPD and (1) K1 suction pump and set to side for disposal by customer
- Customer to change over (2) 10K gallon tanks to regular, (1) 6K gallon tank to premium, & (1) 6K gallon tank to diesel
- MECO to cap off (1) product line at each island and use (1)10K gal tank for (2) MPDs and (1)10K gal tank for the other (2) MPDs
- MECO to install Under Dispenser Containment (required by SCDHEC)
- MECO to set and pipe up (4) Gilbarco dispensers & (1) Gilbarco suction pump per attached layout
- MECO to purge and verify/calibrate new dispensers
- MECO to install miscellaneous equipment listed on equipment quote

Electrical work includes:

- MECO to re-use existing electrical conduits and existing wire for the following:
  (4) GILBARCO dispensers, (1) Gilbarco suction pump
- MECO to install required Gilbarco boxes for Verifone Ruby communication
- MECO to route required network LAN cables
- MECO to configure system per site operator's requirements
- **CUSTOMER responsible for all electrical in building. New sites must stub out fueling system conduits 10' from building.**
- If electrical equipment is not adequate to meet current municipal or manufacturer's electrical codes, additional sub panels, enclosures, and/or other components may be required. CUSTOMER is responsible to upgrade electrical service accordingly.

  Including, but not limited to:
  Electrical in building including panel with adequate breakers
  Electrical trough and NEC Class 1 Division 1 rigid metal threaded conduits stubbed out 10' from building
  Explosion-proof seal-offs inside building for forecourt & tank conduit entries
  Switched-neutral circuit breakers, one per dispenser
  Raceway from electrical panel to counter
  Dedicated 110V outlet at checkout
  2" conduit from sales counter to back room panel area for point-of-sale and other data cables
  3/4" conduit from sales counter to back room panel area for point-of-sale isolated ground, dedicated power circuit
  All other miscellaneous power and telephone outlets in cashier area as needed, including dedicated phone circuit for modem.

Concrete work: NONE INCLUDED

Permits

- No provision is made in this Contract for special fees, permits, licenses or similar expenses. If MECO is requested to furnish same, such charges will be added to the contract price. Easements, structures, or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- IMPORTANT: TANKS SHOULD BE TESTED BEFORE INSTALLING. ALL TANKS ARE GUARANTEED AGAINST DEFECTS, BUT MECO WILL NOT BE RESPONSIBLE FOR LOSS OF PRODUCT, INSTALLATION COST, DRAYAGE, ETC.

Training

- None included

Warranty

- MECO warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (MECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.)
- MECO's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages.
- The remedies set forth herein are exclusive, and the liability of MECO, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based.
- No MECO employee or representative is authorized to change this warranty in any way or grant any other warranty.
- Equipment furnished as part of this proposal is warranted by the manufacturers of such equipment. MECO makes no warranties whatsoever as to such equipment.
- CUSTOMER shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to MECO.

CUSTOMER responsible for the following per MECO specifications:

- CUSTOMER responsible for any engineered drawings that are required.
- CUSTOMER responsible for locating any underground pipes, cable, utilities, or obstructions in work area and notifying MECO. MECO not responsible for any damage or repair to such.
- Property lines and finished grades are to be established and verified by Customer.
- CUSTOMER shall make a storage area available to MECO. Any necessary relocation of equipment or installation materials from the designated area will be at CUSTOMER's expense.
- CUSTOMER responsible for all environmental testing.
- CUSTOMER to remove excavated soils from job site after soil is tested clean

This deposition is taken subject to the South Carolina Rules of Civil Procedure, and any formalities not complied with in the taking of the deposition are hereby waived. Also, the reading and signing of the deposition is not waived by the deponent. All objections are reserved until the time of the trial, except as to the form of the questions.

GEORGE RISHMAWI, SR., HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

DIRECT EXAMINATION BY MS. GADDY:

Q I am Susan Gaddy, and I am an attorney who represents Gaddy Oil, Inc. that is the Plaintiff in this lawsuit. Would you tell us your full name?

A I-s-s-a, Issa, George, Rishmawi.

Q And would you spell your last name?

A R-i-s-h-m-a-w-i.

Q What is your date of birth?

A April 3, 1952.

Q And that makes this your birthday?

A Yes, ma am.

Q What is your place of birth?

A Bethlehem, that s in Palestine.

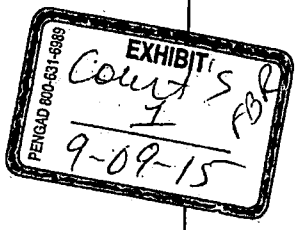
Q When did you move to South Carolina?

A 2004.

Q What is the nature of your business?

A Convenience stores.

Q How long have you been in that business?



Scranton already has gasoline?

A Yes, ma am.

Q Do you still lease Betty s Quick Stop from Mr. Brewer?

A No, I bought it.

Q When did you buy it?

A Last year.

Q In what name did you purchase it?

A Dollar and Moore, Inc.

Q And who are the shareholders of Dollar and Moore, Inc.?

A My wife and my kids.

Q What are their names?

A Betty Rishmawi, my wife and George my son. My other kids have, but I never did divide the shares between anybody. I don t own Dollar and Moore..

Q I don t understand what you re saying?

A I don t own the Dollar and Moore.

Q You don t have any shareholder interest?

A No, ma am, I m just an acting agent.

Q What do you mean by acting agent?

A When we incorporated the business I was just designed as acting agent on the corporation.

Q We use the term registered agent, is that what you mean?

Q It doesn t matter to me either. Let s just put them both in, or we can put them both in as one exhibit.

NOTICES OF 30(b)(6) DEPOSITION RECEIVED AND MARKED PLAINTIFF S EXHIBIT #1.

Q Now, by agreement we designated the location in which we are now sitting as the location of the deposition, so I didn t read that out loud, because that s changed since the Notice of Deposition was generated. Your attorned responded to the two Notices of Deposition by indicating that you would be designated by both corporations to be the witness for Dollar and More, Inc. as well as G & S Transports, LLC?

A Yes, ma am.

Q Further you are individually named as a party Defendant in this lawsuit as is your son, whom you have previously identified as George, would you tell us your son s full name?

A The same last name, George Rishmawi, I in the middle, middle initial I.

Q Does the I stand for Issa?

A Yes, ma am. In our country the names have four names, not like here. We don t have a middle initial. We normally go with the name of the son, the father, and the grandfather and the family. Here they

require just two names and the family as a middle name, so we really don t call that a middle name but we have to use it because that s how it is on the birth certificate.

Q Now that we have reviewed the Notice of Deposition for Dollar and Moore, Inc. have you had time to recollect the names of the properties that Dollar and Moore, Inc. owns?

A If you don t need addresses, I can tell you. This is what I was trying to tell you, I know the names, but I can t give you full information as if you are asking me where is this. I know it s in Kingstree, but I don t know the address for Kingstree. I did not say I was denying owning this. I told you I do own as Dollar and More property in South Carolina.

Q Would you tell us what you do know that would be responsive to the question?

A Yes, ma am. I have a church leased in Kingstree on Highway 52, I have a gas store in Coward, and I can give you the address on that because I have it. It s 3506 U. S. Highway 52 and that s in Coward.

Q What s the name of that property?

A Southside Plaza, Inc. It s really LLC there.

Q Prior to today I understood that the name of the gas store in Coward was called Coward s Truck Stop?

A It is, but it s Southside Plaza, LLC, doing business as Coward Truck Stop. The legal name is Southside Plaza, LLC.

Q I think that what you ve just told me is number one, a church leased in Kingstree.

A Un-huh.

Q And number two, Coward s Truck Stop that has a corporate name of Southside Plaza, LLC?

A Yes, ma am.

Q All right, what else.

A That s two owners, that s an LLC between two corporations..

Q What are the names of the two corporations for Coward s Truck Stop?

A Southside and Dollar and More. Then I own Little Fisher, and this is strictly Dollar and More, and I already mentioned that in the first question you asked, but the address on this one is 2105 ½ East Myrtle Beach Highway, Hemingway. I did buy that property two years ago and it s mine. There no store on it now. I m building a new one. That gives you all, and we own a lot of 1 ½ acres on Highway 52, and I don t have that address on that. It is in Coward. Can I go to the bathroom?

Q Certainly.

(Off the record)

A Okay, I m back.

Q I believe that before the break you were telling us that you have a vacant lot that is an acre and a half in Coward on Highway 52.

A Yes.

Q What else?

A And we have G & S Transport Corporation and my corporation owns half of that. It s a partner with another corporation.

Q Who is the other partner?

A GAC Corporation. GAC Investments.

Q GAC Investments?

A Yes, ma am. The same thing with Southside. The Southside Plaza has two corporations, I own half of it, and GAC Investments owns the other half.

Q Are you telling us that you own one half of G & S Transports, LLC?

A Yes, ma am, I do.

Q And that the partner in G & S Transports, LLC is GAC Investments?

A Yes, ma am.

Q Who controls GAC Investments?

A His name is Saher Rishmawi.

Q Would you spell that for us?

A I thought I stated that, convenience stores.
Q Does Dollar and More transact business in any place other than Coward which is called Coward s Truck Stop, Little Fisher in Hemingway?
A You re asking if I conduct any more business than those?
Q I m asking you does Dollar and More?
A We are half owners of G & S, and I stated that. We are half owners of Southside, and we are full owners of Betty s Quick Stop and Little Fisher, and we own that property in Kingstree.
Q Do you have any other convenience stores other than the Little Fisher and Betty s and Cowards?
A Not right now, no, ma am; I don t. I had George s Truck Stop in Kingstree, but I sold that two years ago but that s before any questions on this issue anyway.
Q When do you project that Little Fisher will be reopening with the new building?
A Ten days to two weeks maybe.
Q When did you close it for the renovation?
A June of last year. I didn t close it, I actually tore the building up.
Q Who operates G & S Transports, LLC?
A Dollar and More and GAC.
Q Let me rephrase that question. You have told me that

Certificate of Counsel

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

October 21, 2016

M. Amanda Shuler, Esquire
South Carolina Bar No. 76277
WHETSTONE PERKINS & FULDA, LLC
Post Office Drawer 980
Kingstree, SC 29556
Ph. (843) 355-2800
Fax (843) 355-2802
ATTORNEYS FOR THE APPELLANTS

RECEIVED
NOV 14 2016
SC Court of Appeals

RECEIVED
NOV 14 2016
SC Court of Appeals