

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

MAR 23 2017

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

SC Court of Appeals

Charles B. Simmons, Jr., Master-in-Equity, Circuit Court Judge

Case No. 2015-CP-23-02597
Appellate Case No. 2016-001695

State of South Carolina on the relation of William Walter
Wilkins, III, Solicitor of the Thirteenth Judicial Circuit, ... Respondent,

v.

Elephant Inc., Gregory Kenwood Gaines, and Frontage
Road Associates, Inc., Defendants,
of which Elephant Inc. and Gregory Kenwood Gaines are
the Appellants.

**RECORD ON APPEAL
VOLUME I**

Thomas R. Goldstein
Belk, Cobb, Infinger & Goldstein, P.A.
P O Box 711121
Charleston, SC 29415-1121
(843) 554-4291; (843) 554-5566 fax

H. Louis Sirkin, *pro hac vice*
Santen & Hughes
600 Vine Street, Suite 2700
Cincinnati, Ohio 45202
(513) 721-4450; (513) 721-0109 fax

Attorneys for Appellants

Thirteenth Circuit Solicitor William Walter
Wilkins, III
Deputy Solicitor Andrew Culbreath
For Respondent State of South Carolina
305 East North Street, Suite 325
Greenville, SC 29601
(864) 467-8647

Attorneys for Respondent

**RECORD ON APPEAL
INDEX**

ORDERS

May 6, 2015: Order Granting Temporary Injunction to State	1
May 7, 2015: Order by S.C. Court of Appeals Denying Petition for Writ of Supersedeas	13
June 4, 2015: Consent Order Entered into between State of South Carolina and Defendants as Executed by Judge Charles B. Simmons, Jr.	15
July 1, 2015: Order by S.C. Court of Appeals Dismissing Appeal Due to Consent Order	61
April 29, 2016: Order to Show Cause Order by Administrative Judge Robin Stilwell and referring case to Judge Charles B. Simmons, Jr. for Hearing on May 18, 2016	65
May 12, 2016: Re-issuance of Order to Show Cause by Judge Charles B. Simmons, Jr. Postponing Hearing Until June 14, 2016, Pursuant to Defendants' Request	67
July 27, 2016: Order Issuing Contempt Sanctions Against Defendants by Judge Charles B. Simmons, Jr.	69

PLEADINGS

April 17, 2015: Verified Petition & Attached Exhibits	87
May 15, 2015: Amended Petition	195
April 27, 2016: State's Petition for Rule to Show Cause for Violation of June 4, 2015 Consent Order of Court.....	214

TRANSCRIPTS

April 24, 2015: Transcript from Preliminary Injunction Hearing.....	240
June 14, 2016: Transcript from Contempt Proceedings.....	299

AFFIDAVITS

April 28, 2015: Affidavit of Service upon Elephant, Inc.....	423
April 28, 2015: Affidavit of Jeffrey Smith	425
May 18, 2015: Affidavit of Service for Gregory Gaines	428
May 18, 2015: Affidavit of Service for Elephant, Inc.	429

May 10, 2016: State of South Carolina's Verification of Petition Supporting Rule to Show Cause	430

May 13, 2016: Acceptance of Service of Defense Counsel of Petition for Order to Show Cause	431

MOTIONS AND MEMORANDA

April 17, 2015: State of South Carolina's Motion for Preliminary Injunction	432

April 22, 2015: State of South Carolina's Memo. Supp. Preliminary Injunction	441

June 27, 2016: State of South Carolina's Written Closing of the State in Support of Finding of Contempt.....	517

June 28, 2016: Verified Petition for Pro Hac Admission by Louis Sirkin	592

August 5, 2016: Defendants' Motion for Reconsideration of Order Issuing Contempt Sanctions	598

August 10, 2016: State of South Carolina's Memorandum Opposing Defendants' Mot. to Reconsider.....	614

EXHIBITS

June 14, 2016: Trial Exhibits 1-8 & Court Exhibits 1-2.....	628

August 17, 2016: Supplemental Memorandum Submitting Correspondence to Court	666

August 17, 2016: Exhibits Filed Containing August 10, 2016 Correspondence from Defendants Withdrawing Motion to Reconsider.....	667

Public Index for South Carolina 13th Judicial Circuit for State v. Elephant, Inc. et al.: CA 2015-CP-23-02597 as found at:	679

<https://www2.greenvillecounty.org/SCJD/PublicIndex/CaseDetails.aspx?County=23&CourtAgency=23002&Casenum=2015CP2302597&CaseType=V&HKey=6580991053750987937509812277119515452120535798100655070861177511837509874575053663750102106118110113101971081094911181>

Certificate of Counsel

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
the Thirteenth Judicial Circuit,)

C.A. No.: 2015-CP-23-02597

Plaintiff,)

vs.)

Elephant, Inc. and Frontage Road)
Associates, Inc.,)

**ORDER GRANTING TEMPORARY
INJUNCTION**

Defendants.)
_____)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKESIMMER
2015 MAY 6 PM 12 29

The Solicitor of the Thirteenth Circuit ("Solicitor") brought the present civil action pursuant to S.C. Code § 15-43-10 *et seq.* ("Nuisance Statute") on behalf of the State of South Carolina ("State"). The action was filed April 17, 2015. As allowed under the Nuisance Statute, the Solicitor also filed a motion seeking a temporary injunction pursuant to S.C. Code § 15-43-30 ("Motion") seeking to close the sexually oriented business operated in Greenville County by Elephant, Inc ("EI") and known as "Platinum Plus" ("PP"). Frontage Road Associates, Inc. owns the real estate of which EI is a tenant. A hearing was conducted on the Solicitor's Motion on April 24, 2015. All parties appeared and were represented by well prepared and zealous counsel. Understanding the importance of the issues to all parties and the short time frame in which Defendants' counsel had to prepare for the hearing held April 24, 2015, the Court allowed all parties to submit post-motion briefs. The Court has reviewed all pre- and post-motion submissions.



As an initial matter, the Court addresses the challenges to service of process ("Service") raised by Defendant Elephant, Inc. ("EI").¹ The record evidence reflects the Solicitor first attempted Service upon the registered agent of EI as identified by records on file with the South Carolina Secretary of State. (See R. Monroe Aff.; J. Smith Aff., ¶¶3-8.)² The Solicitor contends, as stated in the affidavit, that such Service was refused by the individuals encountered at the address of EI's registered agent. (*Id.*)

When Service upon EI's registered agent was not effected, the Solicitor directed the delivery of Service to the manager then in charge of EI's Greenville location at 805 Frontage Road in Greenville ("Subject Property").³ (See Todd Aff., ¶¶3-4.) The Greenville County Sheriff's Office ("GCSO") thereafter served an individual named Robert Zurich ("Zurich"). (*Id.* at 8; 4/29/2015 EI Opp. Brief, p. 3.). Accordingly, the initial issue before the Court is whether service upon Zurich constitutes proper service on EI such that this Court has personal jurisdiction over EI.

Sergeant Claude Todd of GCSO personally served Zurich on April 20, 2015 at the PP location at 805 Frontage Road, Greenville, SC. (Todd Aff., ¶8.)⁴ Upon arrival at the Subject Property, Sergeant Todd's affidavit reflects he asked to speak "to whomever was in charge." (*Id.* at 4.) Zurich then "stepped forward and identified himself as the manager in charge" and confirmed he would deliver the paperwork to the people who needed it. (Todd Aff., ¶9.)

¹ Such arguments only relate to EI. During the April 24, 2015 hearing, Defendant Frontage Road Associates, Inc. ("FRAI") acknowledged the Solicitor properly served FRAI. Counsel for EI appeared but did not waive their client's objection to service and personal jurisdiction.

² The registered agent for EI on file with the Secretary of State is Vanseea Mascea at 800 Bush River Road in Columbia, South Carolina.

³ The Subject Property is the site where the acts and omissions giving rise to this lawsuit allegedly occurred.

⁴ The legal paperwork served on EI included: the summons, the verified petition with exhibits, the motion for a temporary injunction, the Curtis Affidavit, and the notice of hearing. (Todd Aff., ¶7.)

Affidavits of Zurich and Kevin Ford, both employees of EI, assert that, while Zurich may have been a "day manager", he was not authorized to accept service on behalf of EI.

The South Carolina Rules of Civil Procedure authorize Service on a corporation's "managing or general agent." Rule 4(d)(3), SCRPC. Based upon the record evidence and the holding of *Schenck v. National Health Care*, 471 S.E.2d 736, 737-38 (Ct. App. 1996), the Court finds under the unique facts of this case that Zurich was held out by EI as, and in fact constituted, a "managing or general agent" of EI within the meaning of Rule 4(d)(3), SCRPC. Accordingly, I find that the Solicitor properly served EI through the person on-site at PP who identified himself as the proper person to accept service. Thus, I find that this Court has jurisdiction over EI.

The Court now addresses the merits of the Solicitor's Motion. As noted *supra*, the Thirteenth Circuit Solicitor's Office, a governmental entity, brought the instant Motion pursuant to South Carolina Code § 15-43-30. The Court must, therefore, look to the Nuisance Statute to determine whether temporary injunctive relief should issue. *See, e.g., Cnty. Of Richland v. Simpkins*, 560 S.E.2d 902, 904 (Ct. App. 2002) (Holding modified in part on other grounds). EI argues that the common law test for issuance of injunctive relief applies since the Nuisance Statute does not outline specific conditions or the analysis the court is to apply. However, I find that ordinary preliminary injunction standards as set forth in common law cases do not apply since the State is proceeding under a specific statute enacted by our legislature. (*Id.*)⁵ The analysis thus initially involves: (1) determining whether the Nuisance Statute covers the situation in the present case; and (2) whether the Solicitor has satisfactorily established a violation of the Nuisance Statute (*Id.*; *see also* FN5.).

⁵*See also City of Columbia v. Pick-a-Flick Video, Inc.*, 340 S.C. 278, 282, 531 S.E.2d 518, 521 (2000); 42 AM. JUR. 2D *Injunctions* §25 (2015) ("A statute may impose upon a court the positive duty to grant injunctive relief under specified conditions. A statutory request for injunctive relief is governed by the requirements of the statute, and express statutory language supersedes common-law requirements.")

The Court finds the Solicitor has satisfied his burden in this regard. First, the statutory definition of nuisance under South Carolina Code § 15-43-10(A) clearly embraces the conduct at issue here.⁶ And, South Carolina Code § 15-43-30 requires the Court to enter preliminary injunctive relief if the evidence presented by the Solicitor sufficiently establishes that a nuisance occurred at the Subject Property under S.C. Code § 15-43-10(A). As a result, the Nuisance Statute both embraces the issues herein and affords temporary injunctive relief to the State upon a satisfactory showing.⁷ What is required for a "satisfactory" showing is set forth below.

The Court must next determine whether the Solicitor has adequately established a violation of the Nuisance Statute entitling the State to a temporary injunction. (See S.C. Code § 15-43-30 ("[T]he court...shall...allow a temporary writ of injunction..."). According to the Solicitor, Defendants violated the Nuisance Statute because acts of prostitution, assignation, and lewdness occurred at the Subject Property. (See Memo. in Supp., p. 1; see also Verified Petition.) EI denies these allegations. However, and as more fully set forth below, the Court finds the Solicitor has satisfied the burden under S.C. Code § 15-43-30 by introducing evidence demonstrating a repeated and continuous nuisance, as defined by the law set forth below, existed at the Subject Property within the meaning of the Nuisance Statute.

In reaching this conclusion it is critical to note that, as a threshold issue, sexually oriented businesses may lawfully operate in South Carolina and, more specifically, here in Greenville County. Thus, in interpreting and applying the Nuisance Statute, the Court must first analyze what the terms lewdness, assignation, and prostitution ("Prohibited Acts") mean under the

⁶ The Court incorporates herein by reference the full text of both S.C. Code §§ 15-43-10(A) & 15-43-30.

⁷ The Court would also note that S.C. Code § 15-43-30 has been previously invoked on behalf of the State to close a business--pending a trial on the merits--due to a violation of the Nuisance Statute. (See, e.g., *State ex rel. Hembree v. Sherald*, No. 2010-UP-448, 2010 WL 10085571, at *2 (Ct. App. Oct. 19, 2010) (Unpub.) (Holding a preliminary injunction that shuttered a business for over a year before a trial on the merits under the Nuisance Statute did not moot the action.)

Nuisance Statute. The Court finds the following sources relevant in analyzing the Prohibited Acts: South Carolina Code § 16-15-90⁸; Greenville County Code of Ordinances ("GCCO") §§ 2.5-71, 2.5-72, 2.5-73, 2.5-82, & 2.5-87 (Enacted as Ord. No. 2673);⁹ and a prior Consent Order executed by EI on January 24, 2002.¹⁰ (*Compare* FN9 with FN10.) It is certainly noteworthy that in this Consent Order it was clearly defined as to what could or could not occur in PP and the Consent Order also sets out the affirmative duties and obligations that PP undertook in its location at 805 Frontage Road. Thus, it is against the legal framework established by these sources that the Court must next determine if the evidence sufficiently establishes that Prohibited Acts occurred.

Taken alone, paragraphs 4 through 10 of the Affidavit of Deputy Sheriff Robert Curtis ("Deputy Curtis"), which EI contends is inadmissible hearsay in its entirety, along with the video evidence (attached as Exhibit D to the Verified Petition),¹¹ amply establish the Prohibited Acts repeatedly and consistently occurred at the Subject Property in violation of South Carolina Code § 15-43-10(A). GCSO's investigation at Platinum Plus involved over fifteen (15) visits to the Subject Property. (*Id.* at 4.) Paragraph 9 of Deputy Curtis's Affidavit evidences a wide range of

⁸ South Carolina Code § 16-15-90 declares prostitution and acts in furtherance thereof illegal in South Carolina. The Court incorporates South Carolina Code § 16-15-90 herein by reference.

⁹ Greenville County Ordinance prohibits the use of the Subject Property as a "sexually oriented business." (GCCO § 2.5-87.) Under the Ordinance, no person in the Subject Property may appear in a "state of nudity" or engage in live performances characterized by the exposure of "specified anatomical areas" or by "specified sexual activities." (GCCO § 2.5-72 ("Adult cabaret").) No person in the Subject Property may display her/his "bare buttock, anus, male genitals, female genitals, or female breast." (*Id.* ("Nudity" or "a state of nudity").) Moreover, no person in the Subject Property may engage in the "(1) ... fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) Masturbation, actual or simulated..." (*Id.* ("Specified sexual activities").)

¹⁰ In the January 24, 2002 Consent Order, EI stipulated by judicial decree that EI shall not operate a "sexually oriented business" by allowing any person: to appear in "state of nudity," to engage in "specified sexual activities," or to display "specified anatomical areas" as defined by GCCO #2673 and codified at GCCO §2.5-72.

¹¹ EI concedes Exhibit D is its own surveillance footage from the Subject Property. The pertinent part of the video evidence begins at approximately the five minute mark of Exhibit D.

Prohibited Acts that he personally observed during GCSO's investigation. (*Id.* at 9.) Thus, the Court finds that the affidavit and the video are admissible for the purposes of the present motion. And, to the extent the Deputy Curtis affidavit may contain some degree of hearsay outside of his personal observations, the Court has disregarded the same. For purposes of the instant motion, the Court is compelled to find that such repeated and consistent acts constitute a nuisance under South Carolina Code § 15-43-10(A).¹²

Despite EI's objections, the Court also finds the many sworn statements of the female "entertainers" submitted as attachments to the Curtis Affidavit are admissible. (*See* Curtis Aff., Attach. C-1 to C-8.)¹³ The content of the statements reflect they were based upon the personal knowledge and observations of the individuals who made them. (*Id.*) The statements indicate their content is accurate and correct. (*Id.*) With exception of one statement by an EI employee, the statements were sworn to a notary. (*Id.*) The Court finds such statements are admissible and properly considered by the Court, particularly at the temporary injunction stage. (*Id.*) The Court further finds that these statements both corroborate and expand upon the Prohibited Acts personally observed by Deputy Curtis and captured on the video evidence. (*Id.*) But, as noted above, even if the Court did not consider the statements, the Court would still find, and does find, the State amply satisfied its burden with the Curtis Affidavit and video evidence alone.¹⁴

¹² The Court incorporates herein by reference the conduct set forth in Paragraph 9 of the Affidavit of Deputy Curtis. (Curtis Aff., ¶9.) "Of note, most or all of the sexually related acts set forth [in Paragraph 9 of the Curtis Affidavit] were not isolated occurrences." (*Id.* at 10.) The conduct "serially occurred at Platinum Plus over [Curtis's] fifteen (15) or more visits to the Subject Property as witnessed by [him] and other undercover GCSO officers." (*Id.*) And, with respect to such evidence, EI provides scant, if any, evidence rebutting the same.

¹³ The Court incorporates the content of the statements attached to the Curtis herein by reference. (Curtis Aff., Attach. C-1 to C-8.)

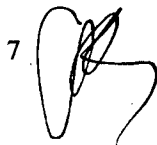
¹⁴ The Court did not consider the online statements (attached as Exhibit F to the Curtis Affidavit) in connection with this Order.

6 

ROA 000006

The Court next finds the evidence submitted thus far, as noted above, fails to establish abatement has occurred within the meaning of the Nuisance Statute. Initially, under the Nuisance Statute, only "the owner of the real estate" has a right to avoid suit by statutory abatement. (S.C. Code § 15-43-110.) The evidence of record confirms FRAI owns the real estate, not EI. (See Curtis Aff., ¶8 & Attach. B.) Thus, EI can avoid neither suit nor the instant Motion by *post facto* claims that it implemented measures to cease the unlawful conduct. And, the fact that at the time Solicitor served the March 27, 2015 written notice of the alleged nuisance upon FRAI, he also served EI with the same written notice of the alleged nuisance is not legally relevant under the Nuisance Statute. To accept EI's argument allowing a tenant to abate a nuisance would require the Court to re-write the Nuisance Statute.

However, even if EI as a tenant could abate under the Nuisance Statute, and even if the measures taken by EI somehow established abatement occurred within the meaning of the Nuisance Statute, a statutory construction the Court rejects, the record evidence would still overwhelmingly belie a finding of appropriate abatement occurred in this case. Thus, under the Nuisance Statute and the relevant authorities cited above, the State has established a right, both factually and legally, to close PP. This is especially true where, as here, a Consent Order of this Court already existed under which EI stipulated--by judicial decree--to prevent the exact conduct giving rise to this lawsuit and the Solicitor's Motion. (See Jan. 24, 2002 Consent Order.) Even if otherwise proper, the Court would still reject EI's assurances of self-policing when a prior Court Order failed to deter EI's conduct. EI, in that litigated Consent Order, affirmatively agreed to a defined acceptable course of conduct, a defined acceptable behavior in the venue and a defined level of affirmative duties it would undertake. Now, in light of both the degree and the nature of the evidence, EI has clearly crossed the lines it agreed to operate within and the lines that the

7 

applicable law allows. EI may not close its corporate eyes to the activities in its location at 805 Frontage Road and then claim blindness as a defense.

EI also argues the Nuisance Statute, as it is sought to be enforced in this case, violates the *First Amendment*, as an unconstitutional prior restraint on expressive activity. While premature to fully argue the issue, the Court rejects this argument at this point in the proceedings. EI's argument in this regard, by its own admission, appears to lack evidentiary support. (See, e.g., EI's Memo. in Opp., pp. 12-13, FN3 ("While it is too early to discern the motivation of the state....").¹⁵ Moreover, based upon the evidence and record so far, the Court finds the South Carolina Nuisance Statute, as applied here, does not implicate the *First Amendment* since the conduct it aims to penalize garners no *First Amendment* protection. See *Arcara v. Cloud Books, Inc.*, 478 U.S. 697, 707 (1986).¹⁶

In granting the relief sought by the Solicitor's Motion, the Court notes the following to avoid any confusion:

- First, the Court's Order constitutes a purely temporary order based solely on the record to date. None of the findings herein constitute permanent or conclusive findings and Defendants retain their full rights to present any and all defenses at the trial on the merits. Similarly, none of the findings herein shall in any way be binding upon any of the parties at the time of the trial on the merits.
- Second, to date, none of the evidence submitted by the Solicitor reflects FRAI participated in the Prohibited Acts prompting the Solicitor to bring this action or file the instant Motion. The record evidence, to date, only reflects FRAI owned the real property where the Prohibited Acts allegedly occurred.
- Third, the trial of this case shall occur on an expedited basis. As soon as practicable, the Parties are directed to consult upon a timetable for completing discovery and, if possible,

¹⁵ If EI later unearths evidence supporting its claims of selective prosecution in violation of its *First Amendment* rights, such arguments remain available to EI for presentation at the trial on the merits.

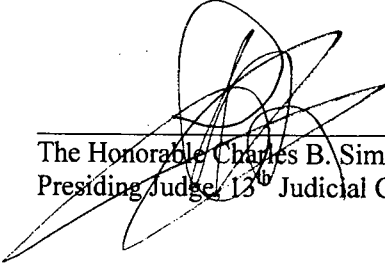
¹⁶ In *Arcara*, the United States Supreme Court upheld the closure of an adult bookstore used for prostitution under New York's Nuisance Statute because protected activities (i.e., bookselling) did not: "confer First Amendment coverage [so as] to defeat a valid statute aimed at penalizing and terminating illegal uses of premises..." (*Id.* at 707); see also *Dorman v. Aiken Communications, Inc.*, 303 S.C. 63, 66 (1990) (Citing and following the analysis in *Arcara*.)

identify potential trial dates. Once completed, the Parties are directed to contact the presiding Administrative Judge to schedule a trial date consistent with this directive. Counsel for all parties have indicated the case will likely be ready for a trial on the merits within 90 days.

For the reasons set forth above, the Court **GRANTS** the Solicitor's Motion for a Temporary Injunction including the relief prayed for therein, subject only to the following clarifications:

- A. Defendants shall have forty-eight (48) hours following the issuance of this Order and its receipt by Defense Counsel to wind-down and cease, pending further Court Order, Platinum Plus's operations, as operated by Elephant, Inc., at 805 Frontage Road in Greenville, South Carolina 29615;
- B. After the forty-eight (48) hours set forth above, the Greenville County Sheriff's Office shall post a laminated Notice (size to be 11x14) on all exterior doors of 805 Frontage Road in substantially the same form as Attachment A;
- C. This Order shall remain in full, force and effect until: (1) a trial can be conducted on the merits of the above-captioned matter; or (2) the Court modifies this Order;
- D. Individuals found guilty of violating this Order shall be subject to the Court's contempt powers as required by S.C. Code §§ 15-43-30 & 15-43-70 and subject to a fine of up to one thousand dollars (\$1,000.00) or imprisonment up to six (6) months.

IT IS SO ORDERED.



The Honorable Charles B. Simmons, Jr.
Presiding Judge, 13th Judicial Circuit

Greenville, S.C.

May 6, 2015

ATTACHMENT A

Pursuant to Court Order, this business is closed until further Order. See, 2015-CP-23-02597.

Violation of this Order may result in contempt of court, including monetary fines and/or jail.

A copy of the Court Order may be obtained from the Greenville County Clerk of Court, 305 East North Street, Greenville, SC 29601.

A handwritten signature in black ink, appearing to be the initials 'CB' followed by a stylized flourish.

ROA 000010

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

JUDGMENT IN A CIVIL CASE
FILED IN THE CLERK'S OFFICE
GREENVILLE CO. S.C.
CASE NO: 2015CP2302597
PAUL B. WICKENSIMER

2015 MAY 6 PM 12 29

South Carolina State Of vs. Elephant Inc

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), SCRPC; ☐ Rule 41(a),
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy:
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other: _____

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

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

Dated at Greenville, South Carolina, this .

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 6th day of May 2015, and a copy mailed first class this 6th day of May 2015, to attorneys of record or to parties (when appearing pro se) as follows:

Lane Whittaker Davis Poinsett Plaza/ 9Th Floor
104 S. Main Street Greenville, SC 29601
William Walter Wilkins III 305 E. North St. Ste.

Hannah Rogers Metcalfe 9 Toy Street Greenville,
SC 29601
Randall Scott Hiller Randall S. Hiller, P.A. 850-B

CPFORM4M
SCCA SCRPC Form 4 Revised 06/2008

ROA 000011

325 Greenville, SC 29601
Andrew Scott Culbreath 305 E. North St. Ste. 325
Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE DEFENDANT(S)

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

The South Carolina Court of Appeals

State of South Carolina on the relation of William Walter
Wilkins, III, Solicitor of the Thirteenth Judicial Circuit,
Respondent,

v.

Elephant, Inc. and Frontage Road Associates, Inc.,
Defendants,

Of Which Elephant, Inc. is the Appellant.

Appellate Case No. 2015-000982

ORDER

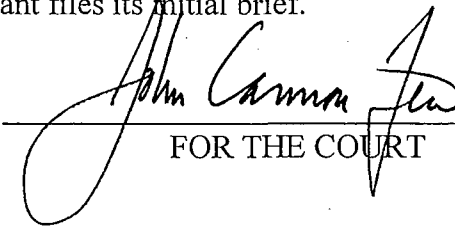
Appellant has appealed the circuit court's order granting Respondent's motion for a temporary injunction, which requires Appellant to "wind-down and cease" the operations of its business known as "Platinum Plus" within forty-eight hours pending further order of the court. Appellant has also filed a petition, requesting this court to issue a supersedeas and conduct an expedited review of the lower court order.

After reviewing all of the materials filed with this Court so far, Appellant's petition for supersedeas is denied. Initially, this Court finds an order of supersedeas is not necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot. *See* Rule 241(c)(2), SCACR. Appellant argues the purpose of "the purpose of supersedeas . . . is to . . . preserve the status quo." *See Graham v. Graham*, 301 S.C. 128, 130, 390 S.E.2d 469, 470 (Ct. App. 1990). We find preservation of the status quo requires this court to consider the law applicable to the business of the Appellant and whether granting supersedeas preserves law and order or enables the continuation of a public nuisance. While we do not reach the merits of the circuit court's order, we find preservation of the status quo favors denial of the supersedeas because the circuit court set forth a detailed factual basis

for its finding that Appellant is operating its business as a nuisance in violation of the law.

Appellant further argues the purpose of "the purpose of supersedeas . . . is to . . . preserve to appellant the fruits of the meritorious appeal where they might otherwise be lost to him." *Id.* Appellant states, "Appellant expects to prevail on the merits." To the extent Appellant is requesting this Court consider its likelihood of success on the merits, we find Appellant has not at this point made such a showing.

Finally, Appellant argues, "Such a drastic measure —closing down Platinum Plus's entire business—would undoubtedly prove fatal to the Appellant by the time this appeal is resolved." We do not find this to be a proper basis to grant supersedeas in this case; however, this Court will consider Appellant's request for an expedited review of this appeal after Appellant files its initial brief.

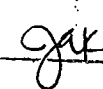

C.J.
FOR THE COURT

Columbia, South Carolina

cc:

Hannah Rogers Metcalfe, Esquire
Courtney Celeste Atkinson, Esquire
Lane Whittaker Davis, Esquire
Andrew Scott Culbreath, Esquire
Randall Scott Hiller, Esquire
John S. Nichols, Esquire
The Honorable Charles B. Simmons, Jr.

FILED

5/7/15 

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)

IN THE COURT OF COMMON PLEAS

State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
the Thirteenth Judicial Circuit,)
)

Civil Action No. 2015-CP-23-02597

Petitioner,)
)

vs.)
)

Elephant, Inc., Frontage Road)
Associates, Inc., Gregory Kenwood)
Gaines, Micah Nicole Dobbins, Brittany)
Caroline Neal, Jordyn Nicole Sierra,)
Stephanie Renee Turner, Ashley Renee)
Walker, and Alicia Diane Howard,)
)

Respondents.)
)

CONSENT ORDER

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2015 JUN 9 AM 9 22

WHEREAS, pursuant to S.C. Code §15-43-10 *et seq.* ("Nuisance Statute"), Petitioner, the State of South Carolina, on the relation of William Walter Wilkins, III, Solicitor of the Thirteenth Judicial Circuit ("Solicitor"), filed a Verified Petition in the above-captioned case on April 17, 2015 against Respondents Elephant, Inc. ("EI") and Frontage Road Associates, Inc. ("FRAI");

WHEREAS, the Solicitor filed an Amended Petition on May 15, 2015 naming all other individual Respondents appearing in the above-captioned matter, including Gregory Kenwood Gaines ("Gaines"), Micah Nicole Dobbins ("Dobbins"), Brittany Caroline Neal ("Neal"), Jordyn Nicole Sierra ("Sierra"), Stephanie Renee Turner ("Turner"), Ashley Renee Walker ("Walker"), and Alicia Diane Howard ("Howard");

WHEREAS, the relief sought by the Solicitor against Respondents appears in the Prayer for Relief on pages 17 and 18 of the Amended Petition, which is incorporated herein by reference;

WHEREAS, according to the Solicitor's Amended Petition, Respondents fell within a class of entities or individuals who engaged in one or more of the following: established, continued, used, owned, occupied, leased, or re-leased the property and building, or parts thereof, located at 805 Frontage Road in Greenville, South Carolina 29615 ("Subject Property");

WHEREAS, the Solicitor's Amended Petition further alleged a public nuisance existed at the Subject Property within the meaning of the Nuisance Statute, as reportedly witnessed by undercover Deputy Sheriffs employed by the Greenville County Sheriff's Office ("GCSO");

WHEREAS, upon filing of the Verified Petition, the Solicitor moved the Court for a temporary injunction pursuant to S.C. Code §15-43-30 *et seq.* and the Court granted such temporary relief on May 6, 2015 pending a trial on the merits;

WHEREAS, pursuant to the terms and conditions set out below, the Solicitor and the undersigned Respondents have agreed to settle this matter;

WHEREAS, the Solicitor and the Undersigned Respondents further intend that the terms and conditions of their agreement, as set out below, shall be incorporated into and made an Order of this Court requiring compliance with the same by operation of judicial decree.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter expressed, for which the adequacy of such consideration is acknowledged by all Parties, the Solicitor and the Undersigned Respondents hereby agree and stipulate to the following terms and conditions:

2 

I. Solicitor's Evidence:

Respondents, EI and Gaines, both deny a nuisance existed at the Subject Property within the meaning of the Nuisance Statute. However, EI and Gaines do acknowledge and stipulate that the Solicitor possesses and could present sufficient evidence to the Greenville County Court of Common Pleas of such nature that a presiding judge could find that Platinum Plus Greenville constituted a public nuisance within the meaning of the Nuisance Statute.

II. Business Shutdown:

EI and Gaines stipulate and agree that Platinum Plus Greenville shall remain closed for a period of six (6) calendar months with such closure ending on November 8, 2015 at 12:00 PM. During such period, the Subject Property and the Building thereupon shall remain closed in the same manner and under the same conditions as contemplated by and provided for in the Order of Judge Charles Simmons (dated May 6, 2015) granting the Solicitor's Motion for a Temporary Injunction, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Notwithstanding any other term or condition contained herein, from time to time, EI may be permitted limited access to the Subject Property but only in the following instances and, only then, under the stipulated conditions below:

A. Purposes For Which EI May Have Limited Access:

EI shall have access to the Subject Property in the following instances:

- 1) when public health, safety, and welfare so requires (*e.g.*, removal of perishable food, testing of fire alarms, pest control, necessary maintenance, *etc.*);
- 2) for purposes of E.I. pursuing actions required by or in furtherance of this Order (*e.g.*, installation of video equipment, renovation, *etc.*);
- 3) such other facts and circumstances as identified by EI that the Solicitor, in his sole discretion, determines would be in the furtherance of the public interest.



B. Conditions Governing Limited Access:

EI shall be granted limited access to the Subject Property under the following terms and conditions:

- 1) EI must send, and the Solicitor must receive, a written request identifying the date and time when access is required, the estimated duration of the requested access, the purpose of the requested access (as limited above), and the name and contact information of all individuals or companies for whom access is requested. To ensure the Subject Property remains appropriately safeguarded and secure, only those individuals or companies pre-identified in writing shall be granted access.
- 2) The Solicitor retains the sole discretion to determine whether the request identifies a legitimate and permissible purpose for which to allow EI to gain limited access. Notwithstanding the same, the Solicitor will not arbitrarily and capriciously deny limited access to the Subject Property in response to a legitimate request made in good faith that falls under one of the three categories set forth above.
- 3) All written requests sent to the Solicitor seeking limited access shall be sent to:

Assistant Solicitor Andrew Culbreath
305 E. North Street
Greenville, SC 29601

With copy to:

Lane W. Davis
Nelson Mullins Riley & Scarborough, LLP
104 South Main Street
Greenville, SC 29601
- 4) If EI's request is approved, the Solicitor shall make arrangements for a Deputy Sheriff of the Greenville County Sheriff's Office (GCSO) or his Designee to meet the person(s) pre-identified in EI's request and grant them access to the Building on the Subject Property. During all limited time periods when EI's designee shall be inside the Building at the Subject Property, the Deputy or his Designee may remain with such designee, unless the Solicitor has previously excused such pre-condition in writing.

- 5) The Solicitor possesses the authority to make the conditions governing limited access to the Subject Property less burdensome, if in his discretion the facts and circumstances so warrant or if an emergent situation arises.
- 6) EI shall bear all expenses, if any, associated with obtaining limited access to the Subject Property.

III. Payment From EI & Gaines:

Within thirty (30) days of the final execution and filing of this Consent Order, EI and Gaines shall pay and deliver the following funds to:

- A. The Solicitor (care of Andrew Culbreath at the address above) in the amount of fifty-thousand dollars and no cents (\$50,000.00) made payable to the County of Greenville to defray the costs and legal expense of bringing this lawsuit;
- B. SWITCH 4216 ("Switch") of Greenville, South Carolina in the amount of ten thousand dollars (\$10,000.00) to help the non-profit's mission to end human trafficking in Upstate South Carolina and to help the recovery of women forced into prostitution. The funds shall be delivered to Andrew Culbreath, at the address identified above, for purposes of prompt delivery to Rebecca (Becky) Hayes, SWITCH's CEO.

IV. Incorporation of 2003 Consent Order Herein:

In 2003, EI and Gaines among others entered into a Consent Order ("2003 Order") with Greenville County. EI and Gaines hereby acknowledge and stipulate that the 2003 Order remains and will continue to remain in full force and effect thereby mandating EI's and Gaines' continued compliance with the same. The 2003 Order is attached hereto as Exhibit B. The terms of the 2003 Order are likewise incorporated by reference into and reaffirmed by this Consent Order thereby mandating full compliance with the same under this Consent Order as well.

V. Mandatory Enhanced Monitoring of the Subject Property:

EI and Gaines consent to and shall provide to the Solicitor and the GCSO enhanced monitoring rights of the business operations at the Subject Property to ensure full compliance with this Consent Order as follows:

A. Surveillance Footage. EI, at its expense, shall ensure video surveillance equipment exists sufficient to capture reviewable video footage ("Video Footage") of all places where Dancers interact with customers inside the Subject Property. This is to include but is not limited to the Champagne Room, the Couch Room, and all parts of the main floor. The following terms and conditions shall apply to such Video Footage and the maintenance thereof:

1. EI, at its expense, shall ensure all such video surveillance equipment is maintained in good working order at all times. In the event the video surveillance equipment is rendered inoperable for any reason, EI or its designee shall, upon discovery, report, as soon as practicable, any such malfunction in writing to Assistant Solicitor Andrew Culbreath, at the address set out above, or to the Solicitor himself and thereafter take immediate measures to restore the equipment in good working order.
2. Failure to self-report malfunctioning equipment shall be deemed a violation of this Order.
3. EI shall maintain video footage captured from the video surveillance equipment for a period of not less than the prior thirty (30) days.
4. EI or its designee agrees to furnish the Solicitor and GCSO, at any time, immediate and full access to any and all such video surveillance footage upon request. Such video footage shall be provided by EI in an unedited, unaltered format.

B. Independent Monitoring:

EI and Gaines agree to enhanced monitoring of the business at the Subject Property by an independent monitoring company for a period of one calendar year beginning on November 8, 2015 and ending on November 8, 2016, under the following terms and conditions:

1. An independent monitor ("Monitor") shall be selected by the Solicitor.
2. The Monitor will visit the Subject Property no more than twenty (20) hours per month. No later than two weeks after each visit, the Monitor will provide the Solicitor with a report detailing: the days and times of his or her visit, a description of the areas he or she visited while on the Subject Property, and instances of non-compliance with this Consent Order, if any. If there are any instances of non-compliance then the Solicitor shall forward such reports to EI, which will include the date and time when the Monitor visited the Subject Property, the incident of non-compliance observed, and where such non-compliance occurred at the premises.

3. Within thirty (30) days from the final execution and filing of this Consent Order, EI and Gaines shall pay the sum of sixty-five hundred dollars and no cents (\$6,500.00) into an escrow account designated by the Greenville County Sheriff's Office to pay all costs and fees arising out of the work completed by the Monitor. Neither EI nor Gaines will be responsible for paying or supervising the Monitor. The Monitor is not an employee or independent contractor of EI or Gaines and neither EI nor Gaines is responsible for his or her actions.
4. EI and Gaines shall provide access to the Subject Property at any time to the Monitor.

VI. Respondent Frontage Road and Associates, Inc. (FRAI):

The Solicitor agrees to dismiss the claims against FRAI with prejudice under the following conditions:

- A. FRAI stipulates and agrees the Subject Property shall remain vacant until November 8, 2015 at 12:00 PM;
- B. To the extent FRAI seeks limited access to the Subject Property between now and November 8, 2015, the terms and conditions set forth in Paragraphs II (A) & (B) shall also apply to FRAI;
- C. FRAI stipulates and agrees that it shall take no action to frustrate any term or condition of this Consent Order as related to itself or any other Party;
- D. FRAI hereby acknowledges and stipulates that the Nuisance Statute applies to owners of real property in South Carolina to ensure a public nuisance (as defined by S.C. Code §15-43-10 *et seq.*) is not occurring on their property, regardless of whether the property is rented or in another party's possession.

VII. Respondents Dobbins, Neal, Sierra, Turner, Walker, and Howard:

At the time of the execution of this Order, Respondents Dobbins, Neal, Sierra, Turner, Walker, and Howard ("Remaining Respondents") had not yet been served with the Summons and the Amended Petition in this matter. Pursuant to Rule 41(a)(1)(A), and by operation of this Consent Order, the Solicitor hereby dismisses the Remaining Respondents with prejudice.

Notwithstanding any other term or condition herein, nothing in this Consent Order shall be construed to impair or impact the Solicitor's ability to pursue criminal charges arising out of

7 

or relating to the underlying allegations against any party hereto or any third-party. In that regard, the Solicitor's rights on behalf of both his office and the State of South Carolina are hereby expressly preserved.

VIII. Sanctions for Violation of this Order:

Willful violations of the terms and conditions set forth in this Consent Order shall be punishable as contempt of Court.

IX. Jurisdiction, Dismissal, Continuing Enforcement Jurisdiction & Miscellaneous Matters:

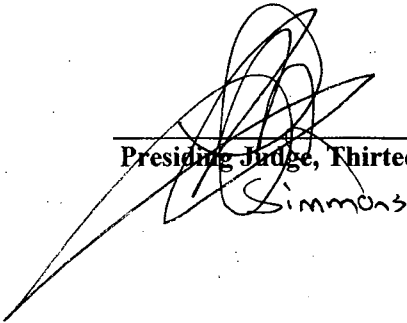
The Solicitor and the Undersigned Respondents further agree to following terms and conditions:

- A. All undersigned signatories have had the benefit of the advice of counsel and knowingly and voluntarily agree to be bound by the terms of this Consent Order.
- B. All undersigned signatories hereto stipulate and agree that the Greenville County Court of Common Pleas possesses personal jurisdiction over them as well as subject matter jurisdiction to hear this matter and enter this Consent Order.
- C. All undersigned signatories hereto represent and warrant they possess sufficient authority to execute this Consent Order on behalf of themselves or on behalf of the entity for which they execute this document.
- D. All undersigned signatories further stipulate to this Court's continuing personal jurisdiction over them for purposes of enforcing the terms of this Consent Order.
- E. Notwithstanding any other term and condition of this Order, the Greenville County Court of Common Pleas shall perpetually retain continuing jurisdiction to enforce the terms and conditions of this Consent Order.
- F. This Consent Order shall be binding upon all undersigned parties, their assigns, heirs, and successors in interest and all such other parties who may occupy the Subject Property for purposes of operating a business for entertainment purposes.

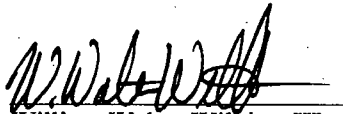
- G. The recitals to this Consent Order are intended to be incorporated as a material part of this Order and the agreement of the undersigned parties.
- H. Subject to the terms and conditions of this Consent Order, the Solicitor dismisses all Respondents from the above-captioned matter with prejudice and all civil causes of action, remedies, and claims that have been or could have been asserted, by any undersigned party in the above-captioned case, are deemed adjudicated and deemed *res judicata* without further recourse.

IT IS SO ORDERED.

6/3/2015
Date

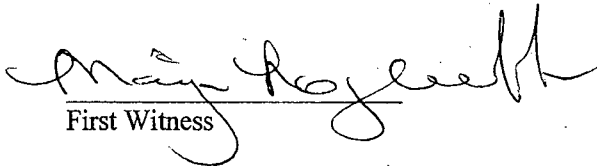

Presiding Judge, Thirteenth Circuit
Simmons

WE HEREBY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF
THIS ORDER:



William Walter Wilkins, III
Solicitor of the Thirteenth Judicial Circuit
On behalf of the State of South Carolina

6/1/2015
Date



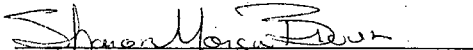
First Witness



Second Witness

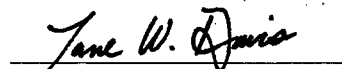
SWORN TO before me this

1 day of June, 2015.


Notary Public for South Carolina

My Commission Expires Dec 10, 2020
(SEAL)

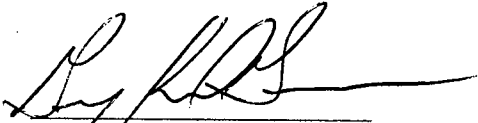
Approval and consent of counsel of record:



Lane W. Davis
Special Prosecutor, Thirteenth Judicial Circuit
Nelson Mullins Riley & Scarborough, LLP
SC Bar #68796

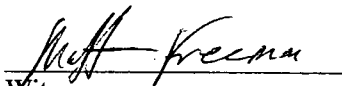


**WE HEREBY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF
THIS ORDER:**

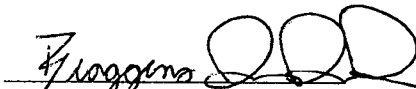


Gregory Kenwood Gaines
In his Individual Capacity

5-30-15
Date



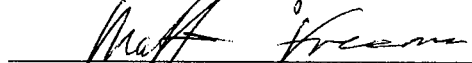
Witness



Witness

SWORN TO before me this

30th day of May, 2015.

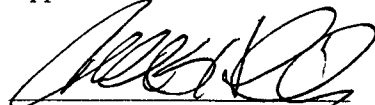


Notary Public for Orlando, FL



My Commission Expires: Aug 23rd 2016
(SEAL)

Approval and consent of counsel of record:



Randall S. Hiller
Randall S. Hiller, P.A.
SC Bar #2513



WE HEREBY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS ORDER:

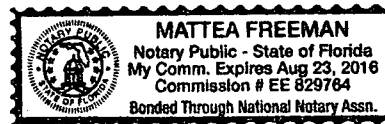
Gregory Kenwood ("Ken Wood") Gaines
On behalf of Elephant, Inc.
As Its Sole Shareholder and Chief Executive Officer
and Authorized Signatory

5-30-15
Date

Witness
Witness

SWORN TO before me this

30th day of May, 2015.

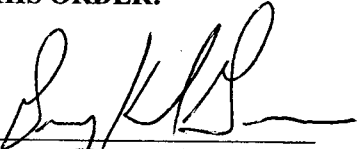
Notary Public for Orlando, FL

My Commission Expires: Aug 23rd 2016
(SEAL)

Approval and consent of counsel of record:

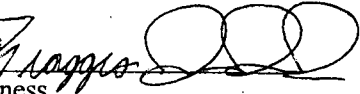
Randall S. Hiller
Randall S. Hiller, P.A.
SC Bar #2513

WE HEREBY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF
THIS ORDER:


Gregory Kenwood Gaines
In his Individual Capacity

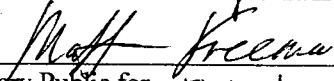
5-30-15
Date


Witness


Witness

SWORN TO before me this

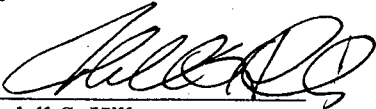
30th day of May, 2015.


Notary Public for Orlando, FL



My Commission Expires: Aug 23rd 2016
(SEAL)

Approval and consent of counsel of record:

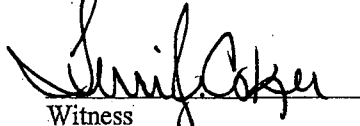

Randall S. Hiller
Randall S. Hiller, P.A.
SC Bar #2513

WE HEREBY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF
THIS ORDER:


Thomas Schweitzer
On behalf of Frontage Road & Associates, Inc.
As its President and Authorized Signatory

June 2, 2015
Date


Witness


Witness

SWORN TO before me this

2 day of June, 2015.


Notary Public for South Carolina

My Commission Expires: April 21, 2024
(SEAL)

Approval and consent of counsel of record:

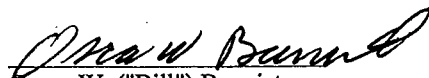

Oscar W. ("Bill") Bannister

EXHIBIT A

A handwritten signature in black ink, consisting of a stylized, cursive letter 'R' followed by a small flourish.

ROA 000029

FILED-CLERK OF COURT
STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. JUDGMENT IN A CIVIL CASE
COUNTY OF GREENVILLE PAUL D. WICKENSIMER CASE NO: 2015CP2302597
IN THE COURT OF COMMON PLEAS 2015 MAY 6 PM 12 30

South Carolina State Of vs. Elephant Inc

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;

Dated at Greenville, South Carolina, this .

Court Reporter: _____

PRESIDING JUDGE -

This judgment was entered on the 6th day of May 2015, and a copy mailed first class this 6th day of May 2015, to attorneys of record or to parties (when appearing pro se) as follows:

Lane Whittaker Davis Poinsett Plaza/ 9Th Floor
104 S. Main Street Greenville, SC 29601
William Walter Wilkins III 305 E. North St. Ste.

Hannah Rogers Metcalfe 9 Toy Street Greenville,
SC 29601
Randall Scott Hiller Randall S. Hiller, P.A. 850-B

CPFORM4M
SCCA SCRCP Form 4 Revised 06/2008



ROA 000030

325 Greenville, SC 29601
Andrew Scott Culbreath 305 E. North St. Ste. 325
Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE DEFENDANT(S)

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

FILED-CLERK OF COURT
 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
 GREENVILLE CO. S.C.
 COUNTY OF GREENVILLE PAUL D. WICKENSIMER
 THIRTEENTH JUDICIAL CIRCUIT

2015 MAY 6 PM 12 30

State of South Carolina on the relation of
 William Walter Wilkins, III, Solicitor of
 the Thirteenth Judicial Circuit,

C.A. No.: 2015-CP-23-02597

Plaintiff,

vs.

Elephant, Inc. and Frontage Road
 Associates, Inc.,

**ORDER GRANTING TEMPORARY
 INJUNCTION**

Defendants.

The Solicitor of the Thirteenth Circuit ("Solicitor") brought the present civil action pursuant to S.C. Code § 15-43-10 *et seq.* ("Nuisance Statute") on behalf of the State of South Carolina ("State"). The action was filed April 17, 2015. As allowed under the Nuisance Statute, the Solicitor also filed a motion seeking a temporary injunction pursuant to S.C. Code § 15-43-30 ("Motion") seeking to close the sexually oriented business operated in Greenville County by Elephant, Inc ("EI") and known as "Platinum Plus" ("PP"). Frontage Road Associates, Inc. owns the real estate of which EI is a tenant. A hearing was conducted on the Solicitor's Motion on April 24, 2015. All parties appeared and were represented by well prepared and zealous counsel. Understanding the importance of the issues to all parties and the short time frame in which Defendants' counsel had to prepare for the hearing held April 24, 2015, the Court allowed all parties to submit post-motion briefs. The Court has reviewed all pre- and post-motion submissions.

As an initial matter, the Court addresses the challenges to service of process ("Service") raised by Defendant Elephant, Inc. ("EI").¹ The record evidence reflects the Solicitor first attempted Service upon the registered agent of EI as identified by records on file with the South Carolina Secretary of State. (See R. Monroe Aff.; J. Smith Aff., ¶¶3-8.)² The Solicitor contends, as stated in the affidavit, that such Service was refused by the individuals encountered at the address of EI's registered agent. (*Id.*)

When Service upon EI's registered agent was not effected, the Solicitor directed the delivery of Service to the manager then in charge of EI's Greenville location at 805 Frontage Road in Greenville ("Subject Property").³ (See Todd Aff., ¶¶3-4.) The Greenville County Sheriff's Office ("GCSO") thereafter served an individual named Robert Zurich ("Zurich"). (*Id.* at 8; 4/29/2015 EI Opp. Brief, p. 3.). Accordingly, the initial issue before the Court is whether service upon Zurich constitutes proper service on EI such that this Court has personal jurisdiction over EI.

Sergeant Claude Todd of GCSO personally served Zurich on April 20, 2015 at the PP location at 805 Frontage Road, Greenville, SC. (Todd Aff., ¶8.)⁴ Upon arrival at the Subject Property, Sergeant Todd's affidavit reflects he asked to speak "to whomever was in charge." (*Id.* at 4.) Zurich then "stepped forward and identified himself as the manager in charge" and confirmed he would deliver the paperwork to the people who needed it. (Todd Aff., ¶9.)

¹ Such arguments only relate to EI. During the April 24, 2015 hearing, Defendant Frontage Road Associates, Inc. ("FRAI") acknowledged the Solicitor properly served FRAI. Counsel for EI appeared but did not waive their client's objection to service and personal jurisdiction.

² The registered agent for EI on file with the Secretary of State is Vanseea Mascea at 800 Bush River Road in Columbia, South Carolina.

³ The Subject Property is the site where the acts and omissions giving rise to this lawsuit allegedly occurred.

⁴ The legal paperwork served on EI included: the summons, the verified petition with exhibits, the motion for a temporary injunction, the Curtis Affidavit, and the notice of hearing. (Todd Aff., ¶7.)

Affidavits of Zurich and Kevin Ford, both employees of EI, assert that, while Zurich may have been a "day manager", he was not authorized to accept service on behalf of EI.

The South Carolina Rules of Civil Procedure authorize Service on a corporation's "managing or general agent." Rule 4(d)(3), SCRPC. Based upon the record evidence and the holding of *Schenck v. National Health Care*, 471 S.E.2d 736, 737-38 (Ct. App. 1996), the Court finds under the unique facts of this case that Zurich was held out by EI as, and in fact constituted, a "managing or general agent" of EI within the meaning of Rule 4(d)(3), SCRPC. Accordingly, I find that the Solicitor properly served EI through the person on-site at PP who identified himself as the proper person to accept service. Thus, I find that this Court has jurisdiction over EI.

The Court now addresses the merits of the Solicitor's Motion. As noted *supra*, the Thirteenth Circuit Solicitor's Office, a governmental entity, brought the instant Motion pursuant to South Carolina Code § 15-43-30. The Court must, therefore, look to the Nuisance Statute to determine whether temporary injunctive relief should issue. *See, e.g., Cnty. Of Richland v. Simpkins*, 560 S.E.2d 902, 904 (Ct. App. 2002) (Holding modified in part on other grounds). EI argues that the common law test for issuance of injunctive relief applies since the Nuisance Statute does not outline specific conditions or the analysis the court is to apply. However, I find that ordinary preliminary injunction standards as set forth in common law cases do not apply since the State is proceeding under a specific statute enacted by our legislature. (*Id.*)⁵ The analysis thus initially involves: (1) determining whether the Nuisance Statute covers the situation in the present case; and (2) whether the Solicitor has satisfactorily established a violation of the Nuisance Statute (*Id.*; *see also* FN5.).

⁵*See also City of Columbia v. Pick-a-Flick Video, Inc.*, 340 S.C. 278, 282, 531 S.E.2d 518, 521 (2000); 42 AM. JUR. 2D *Injunctions* §25 (2015) ("A statute may impose upon a court the positive duty to grant injunctive relief under specified conditions. A statutory request for injunctive relief is governed by the requirements of the statute, and express statutory language supersedes common-law requirements.")

The Court finds the Solicitor has satisfied his burden in this regard. First, the statutory definition of nuisance under South Carolina Code § 15-43-10(A) clearly embraces the conduct at issue here.⁶ And, South Carolina Code § 15-43-30 requires the Court to enter preliminary injunctive relief if the evidence presented by the Solicitor sufficiently establishes that a nuisance occurred at the Subject Property under S.C. Code § 15-43-10(A). As a result, the Nuisance Statute both embraces the issues herein and affords temporary injunctive relief to the State upon a satisfactory showing.⁷ What is required for a "satisfactory" showing is set forth below.

The Court must next determine whether the Solicitor has adequately established a violation of the Nuisance Statute entitling the State to a temporary injunction. (*See* S.C. Code § 15-43-30 ("[T]he court...shall...allow a temporary writ of injunction..."). According to the Solicitor, Defendants violated the Nuisance Statute because acts of prostitution, assignation, and lewdness occurred at the Subject Property. (*See* Memo. in Supp., p. 1; *see also* Verified Petition.) EI denies these allegations. However, and as more fully set forth below, the Court finds the Solicitor has satisfied the burden under S.C. Code § 15-43-30 by introducing evidence demonstrating a repeated and continuous nuisance, as defined by the law set forth below, existed at the Subject Property within the meaning of the Nuisance Statute.

In reaching this conclusion it is critical to note that, as a threshold issue, sexually oriented businesses may lawfully operate in South Carolina and, more specifically, here in Greenville County. Thus, in interpreting and applying the Nuisance Statute, the Court must first analyze what the terms lewdness, assignation, and prostitution ("Prohibited Acts") mean under the

⁶ The Court incorporates herein by reference the full text of both S.C. Code §§ 15-43-10(A) & 15-43-30.

⁷ The Court would also note that S.C. Code § 15-43-30 has been previously invoked on behalf of the State to close a business--pending a trial on the merits--due to a violation of the Nuisance Statute. (*See, e.g., State ex rel. Hembree v. Sherald*, No. 2010-UP-448, 2010 WL 10085571, at *2 (Ct. App. Oct. 19, 2010) (Unpub.) (Holding a preliminary injunction that shuttered a business for over a year before a trial on the merits under the Nuisance Statute did not moot the action.)

Nuisance Statute. The Court finds the following sources relevant in analyzing the Prohibited Acts: South Carolina Code § 16-15-90⁸; Greenville County Code of Ordinances ("GCCO") §§ 2.5-71, 2.5-72, 2.5-73, 2.5-82, & 2.5-87 (Enacted as Ord. No. 2673);⁹ and a prior Consent Order executed by EI on January 24, 2002.¹⁰ (*Compare* FN9 with FN10.) It is certainly noteworthy that in this Consent Order it was clearly defined as to what could or could not occur in PP and the Consent Order also sets out the affirmative duties and obligations that PP undertook in its location at 805 Frontage Road. Thus, it is against the legal framework established by these sources that the Court must next determine if the evidence sufficiently establishes that Prohibited Acts occurred.

Taken alone, paragraphs 4 through 10 of the Affidavit of Deputy Sheriff Robert Curtis ("Deputy Curtis"), which EI contends is inadmissible hearsay in its entirety, along with the video evidence (attached as Exhibit D to the Verified Petition),¹¹ amply establish the Prohibited Acts repeatedly and consistently occurred at the Subject Property in violation of South Carolina Code § 15-43-10(A). GCSO's investigation at Platinum Plus involved over fifteen (15) visits to the Subject Property. (*Id.* at 4.) Paragraph 9 of Deputy Curtis's Affidavit evidences a wide range of

⁸ South Carolina Code § 16-15-90 declares prostitution and acts in furtherance thereof illegal in South Carolina. The Court incorporates South Carolina Code § 16-15-90 herein by reference.

⁹ Greenville County Ordinance prohibits the use of the Subject Property as a "sexually oriented business." (GCCO § 2.5-87.) Under the Ordinance, no person in the Subject Property may appear in a "state of nudity" or engage in live performances characterized by the exposure of "specified anatomical areas" or by "specified sexual activities." (GCCO § 2.5-72 ("Adult cabaret").) No person in the Subject Property may display her/his "bare buttock, anus, male genitals, female genitals, or female breast." (*Id.* ("Nudity" or "a state of nudity").) Moreover, no person in the Subject Property may engage in the "(1) ... fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; (3) Masturbation, actual or simulated..." (*Id.* ("Specified sexual activities").)

¹⁰ In the January 24, 2002 Consent Order, EI stipulated by judicial decree that EI shall not operate a "sexually oriented business" by allowing any person: to appear in "state of nudity," to engage in "specified sexual activities," or to display "specified anatomical areas" as defined by GCCO #2673 and codified at GCCO §2.5-72.

¹¹ EI concedes Exhibit D is its own surveillance footage from the Subject Property. The pertinent part of the video evidence begins at approximately the five minute mark of Exhibit D.

Prohibited Acts that he personally observed during GCSO's investigation. (*Id.* at 9.) Thus, the Court finds that the affidavit and the video are admissible for the purposes of the present motion. And, to the extent the Deputy Curtis affidavit may contain some degree of hearsay outside of his personal observations, the Court has disregarded the same. For purposes of the instant motion, the Court is compelled to find that such repeated and consistent acts constitute a nuisance under South Carolina Code § 15-43-10(A).¹²

Despite EI's objections, the Court also finds the many sworn statements of the female "entertainers" submitted as attachments to the Curtis Affidavit are admissible. (*See* Curtis Aff., Attach. C-1 to C-8.)¹³ The content of the statements reflect they were based upon the personal knowledge and observations of the individuals who made them. (*Id.*) The statements indicate their content is accurate and correct. (*Id.*) With exception of one statement by an EI employee, the statements were sworn to a notary. (*Id.*) The Court finds such statements are admissible and properly considered by the Court, particularly at the temporary injunction stage. (*Id.*) The Court further finds that these statements both corroborate and expand upon the Prohibited Acts personally observed by Deputy Curtis and captured on the video evidence. (*Id.*) But, as noted above, even if the Court did not consider the statements, the Court would still find, and does find, the State amply satisfied its burden with the Curtis Affidavit and video evidence alone.¹⁴

¹² The Court incorporates herein by reference the conduct set forth in Paragraph 9 of the Affidavit of Deputy Curtis. (Curtis Aff., ¶9.) "Of note, most or all of the sexually related acts set forth [in Paragraph 9 of the Curtis Affidavit] were not isolated occurrences." (*Id.* at 10.) The conduct "serially occurred at Platinum Plus over [Curtis's] fifteen (15) or more visits to the Subject Property as witnessed by [him] and other undercover GCSO officers." (*Id.*) And, with respect to such evidence, EI provides scant, if any, evidence rebutting the same.

¹³ The Court incorporates the content of the statements attached to the Curtis herein by reference. (Curtis Aff., Attach. C-1 to C-8.)

¹⁴ The Court did not consider the online statements (attached as Exhibit F to the Curtis Affidavit) in connection with this Order.

The Court next finds the evidence submitted thus far, as noted above, fails to establish abatement has occurred within the meaning of the Nuisance Statute. Initially, under the Nuisance Statute, only "the owner of the real estate" has a right to avoid suit by statutory abatement. (S.C. Code § 15-43-110.) The evidence of record confirms FRAI owns the real estate, not EI. (See Curtis Aff., ¶8 & Attach. B.) Thus, EI can avoid neither suit nor the instant Motion by *post facto* claims that it implemented measures to cease the unlawful conduct. And, the fact that at the time Solicitor served the March 27, 2015 written notice of the alleged nuisance upon FRAI, he also served EI with the same written notice of the alleged nuisance is not legally relevant under the Nuisance Statute. To accept EI's argument allowing a tenant to abate a nuisance would require the Court to re-write the Nuisance Statute.

However, even if EI as a tenant could abate under the Nuisance Statute, and even if the measures taken by EI somehow established abatement occurred within the meaning of the Nuisance Statute, a statutory construction the Court rejects, the record evidence would still overwhelmingly belie a finding of appropriate abatement occurred in this case. Thus, under the Nuisance Statute and the relevant authorities cited above, the State has established a right, both factually and legally, to close PP. This is especially true where, as here, a Consent Order of this Court already existed under which EI stipulated--by judicial decree--to prevent the exact conduct giving rise to this lawsuit and the Solicitor's Motion. (See Jan. 24, 2002 Consent Order.) Even if otherwise proper, the Court would still reject EI's assurances of self-policing when a prior Court Order failed to deter EI's conduct. EI, in that litigated Consent Order, affirmatively agreed to a defined acceptable course of conduct, a defined acceptable behavior in the venue and a defined level of affirmative duties it would undertake. Now, in light of both the degree and the nature of the evidence, EI has clearly crossed the lines it agreed to operate within and the lines that the

7  

applicable law allows, EI may not close its corporate eyes to the activities in its location at 805 Frontage Road and then claim blindness as a defense.

EI also argues the Nuisance Statute, as it is sought to be enforced in this case, violates the *First Amendment*, as an unconstitutional prior restraint on expressive activity. While premature to fully argue the issue, the Court rejects this argument at this point in the proceedings. EI's argument in this regard, by its own admission, appears to lack evidentiary support. (See, e.g., EI's Memo. in Opp., pp. 12-13, FN3 ("While it is too early to discern the motivation of the state....").¹⁵ Moreover, based upon the evidence and record so far, the Court finds the South Carolina Nuisance Statute, as applied here, does not implicate the *First Amendment* since the conduct it aims to penalize garners no *First Amendment* protection. See *Arcara v. Cloud Books, Inc.*, 478 U.S. 697, 707 (1986).¹⁶

In granting the relief sought by the Solicitor's Motion, the Court notes the following to avoid any confusion:

- First, the Court's Order constitutes a purely temporary order based solely on the record to date. None of the findings herein constitute permanent or conclusive findings and Defendants retain their full rights to present any and all defenses at the trial on the merits. Similarly, none of the findings herein shall in any way be binding upon any of the parties at the time of the trial on the merits.
- Second, to date, none of the evidence submitted by the Solicitor reflects FRAI participated in the Prohibited Acts prompting the Solicitor to bring this action or file the instant Motion. The record evidence, to date, only reflects FRAI owned the real property where the Prohibited Acts allegedly occurred.
- Third, the trial of this case shall occur on an expedited basis. As soon as practicable, the Parties are directed to consult upon a timetable for completing discovery and, if possible,

¹⁵ If EI later unearths evidence supporting its claims of selective prosecution in violation of its *First Amendment* rights, such arguments remain available to EI for presentation at the trial on the merits.

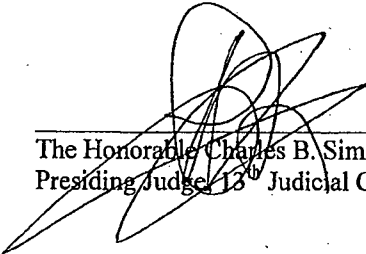
¹⁶ In *Arcara*, the United States Supreme Court upheld the closure of an adult bookstore used for prostitution under New York's Nuisance Statute because protected activities (i.e., bookselling) did not: "confer First Amendment coverage [so as] to defeat a valid statute aimed at penalizing and terminating illegal uses of premises..." (*Id.* at 707); see also *Dorman v. Aiken Communications, Inc.*, 303 S.C. 63, 66 (1990) (Citing and following the analysis in *Arcara*.)

identify potential trial dates. Once completed, the Parties are directed to contact the presiding Administrative Judge to schedule a trial date consistent with this directive. Counsel for all parties have indicated the case will likely be ready for a trial on the merits within 90 days.

For the reasons set forth above, the Court **GRANTS** the Solicitor's Motion for a Temporary Injunction including the relief prayed for therein, subject only to the following clarifications:

- A. Defendants shall have forty-eight (48) hours following the issuance of this Order and its receipt by Defense Counsel to wind-down and cease, pending further Court Order, Platinum Plus's operations, as operated by Elephant, Inc., at 805 Frontage Road in Greenville, South Carolina 29615;
- B. After the forty-eight (48) hours set forth above, the Greenville County Sheriff's Office shall post a laminated Notice (size to be 11x14) on all exterior doors of 805 Frontage Road in substantially the same form as Attachment A;
- C. This Order shall remain in full, force and effect until: (1) a trial can be conducted on the merits of the above-captioned matter; or (2) the Court modifies this Order;
- D. Individuals found guilty of violating this Order shall be subject to the Court's contempt powers as required by S.C. Code §§ 15-43-30 & 15-43-70 and subject to a fine of up to one thousand dollars (\$1,000.00) or imprisonment up to six (6) months.

IT IS SO ORDERED.


The Honorable Charles B. Simmons, Jr.
Presiding Judge 13th Judicial Circuit

Greenville, S.C.

May 6, 2015

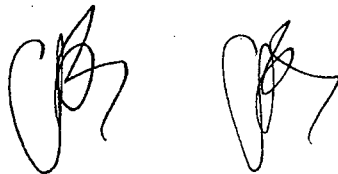
A Certified Copy
Paul B. Williams
Clerk of Court C.P. & O.S.
Greenville County, SC
Dated 5/6/15

ATTACHMENT A

Pursuant to Court Order, this business is closed until further Order. See, 2015-CP-23-02597.

Violation of this Order may result in contempt of court, including monetary fines and/or jail.

A copy of the Court Order may be obtained from the Greenville County Clerk of Court, 305 East North Street, Greenville, SC 29601.

Two handwritten signatures in black ink, one on the left and one on the right, both appearing to be stylized initials or names.

ROA 000041

EXHIBIT B

A handwritten signature in black ink, consisting of several loops and a final horizontal stroke.

ROA 000042

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

01-CP-23-1793

Elephant, Inc., d/b/a Platinum Plus,)
Kenwood Enterprises, Inc. and Ken)
Wood, and Nepals, Inc.,)

2002 JAN 24 P 4:27

Plaintiffs,)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL S. VICKREY

vs.)

ORDER

Greenville County,)

Defendant.)
_____)

This is an action for declaratory relief in which the Plaintiffs seek a declaration and determination by this Court of the meaning of the terms "nudity" and "semi-nude" as defined in Greenville County Ordinance 2673. Plaintiffs allege that there currently exists a controversy between them and Greenville County as to whether Plaintiffs' businesses constitute a "sexually oriented business" as that term is defined in Ordinance 2673. They further allege that they face prosecution and the possibility of civil and criminal contempt if they are determined to be operating a sexually oriented business in violation of the permanent injunctive relief previously granted the County prohibiting Plaintiffs from operating their businesses in violation of Ordinance 2673. They have therefore asked the Court to inquire into the matter and issue a declaratory judgment interpreting and defining certain provisions of the Ordinance set forth in their complaint.

The parties have now advised the Court that they have reached an agreement pursuant to which this action has been resolved. Pursuant to this agreement, this action will be dismissed without prejudice. The parties have asked the Court to enter this consent order memorializing

1 JK [Signature]

ROA 000043

their agreement and the terms and conditions pursuant to which this action is being dismissed.

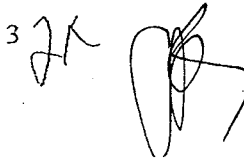
Plaintiffs have agreed that neither they, (and to the extent that they can control them), nor any of their successors or assigns will engage in activities that if conducted, would constitute their business as a "sexually oriented business" as that term is defined in Greenville County Ordinance 2673. Pursuant to Greenville County Ordinance 2673, a "sexually oriented business," as that term is currently defined in the Ordinance, must be located either in an S-1 zone or in one of the unzoned areas of the County. Sexually oriented businesses are also prohibited from locating within 1,500 feet of certain designated uses set forth in Section 12(b) of the Ordinance. At their present locations, Plaintiff's businesses are in violation of the locational requirements set forth in Section 12 of Ordinance 2673 if their businesses are found to be "sexually oriented businesses".

In accordance with the agreement reached by the parties, Plaintiffs agree on behalf of themselves and their successors and assigns to the following:

1. Plaintiffs and their successors and assigns shall not permit any person at any time to appear in a "state of nudity" while in or on the premises of Plaintiffs' businesses. "State of nudity" is currently defined in Greenville County Ordinance 2673 as "the appearance of a human bare buttock, anus, male genitals, female genitals, or female breasts." County agrees that under the definition currently set forth in Ordinance 2673, a person at Plaintiffs' businesses would be considered to be in a "state of nudity" when any one or more of the following occur:
 - a. A female breast is shown with anything less than a completely opaque covering of the entire areola. As an illustration, a "pastie" or other covering which is both completely opaque and completely covering the areola, would be sufficient minimum coverage to avoid the "state of nudity" as currently defined in Ordinance 2673; or

- b. A human buttock is exposed with anything less than a completely opaque covering of the genitalia and anus and a completely opaque covering over the buttocks with a minimum width of two (2) or more inches, at the sacrum. As an illustration, completely opaque "thongs", bikini bottoms, and "T-bar" forms of apparel that both completely cover the genitalia and anus and cover two (2) or more inches, at the sacrum, would be sufficient minimum coverage to avoid the "state of nudity" as currently defined in Ordinance 2673; or
 - c. Male or female genitals are exposed with anything less than a completely opaque covering.
- 2. Plaintiffs and their successors and assigns shall not permit any person to engage in "specified sexual activities", as that term is defined in Greenville County Ordinance 2673, while in or on the premises owned and/or operated by Plaintiffs.
- 3. Plaintiffs and their successors and assigns shall not permit any person to at any time display or expose "specified anatomical areas", as that term is defined in Greenville County Ordinance 2673, while in or on the premises owned and/or operated by Plaintiffs.

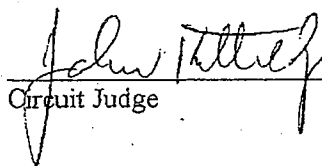
The parties agree that nothing in this Order shall be deemed to permit the Plaintiffs or any of their successors or assigns to violate any other provisions of Ordinance 2673 and Plaintiffs, on behalf of themselves and their successors and assigns agree to fully comply with all other provisions of Ordinance 2673. Plaintiffs agree that if they transfer their interest in their businesses, they will inform their successors and assigns of the agreements set forth in this order and this order shall be binding upon Plaintiff's successors and assigns. The parties also understand and agree that if Plaintiffs or any of their successors or assigns engage in any conduct that is prohibited by Ordinance 2673, the County may pursue any remedies provided by law and that nothing set forth in this order shall be deemed a waiver by County of its right to pursue any

3 

remedies provided by law. The parties further understand and agree that violations of the agreements set forth in this order shall be punishable as contempt of Court and/or the County may pursue any other relief provided by law.

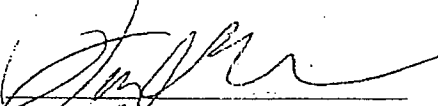
Based upon the foregoing, it is **ORDERED** that this action is dismissed without prejudice in accordance with the terms and provisions set forth hereinabove.

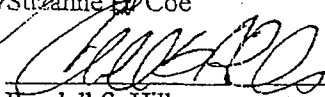
IT IS SO ORDERED.

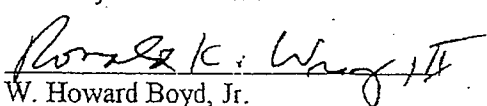

Circuit Judge

Dated this 24 day of
January, 2002, at Greenville, SC

WE SO MOVE AND CONSENT:


Suzanne E. Coe


Randall S. Hiller
Attorneys for Plaintiffs


W. Howard Boyd, Jr.
Ronald K. Wray, II
Attorneys for the Defendant



[Print](#)

Greenville County, SC Code of Ordinances

ARTICLE III: ADULT-ORIENTED ENTERTAINMENT ESTABLISHMENTS

Section

- 2.5-71 Purpose and intent
- 2.5-72 Definitions
- 2.5-73 Classification
- 2.5-74 Permit required
- 2.5-75 Issuance of permit
- 2.5-76 Fees
- 2.5-77 Inspections
- 2.5-78 Expiration of permit
- 2.5-79 Suspension
- 2.5-80 Revocation
- 2.5-81 Transfer of permit
- 2.5-82 Location of sexually oriented businesses
- 2.5-83 Operating hours for sexually oriented businesses
- 2.5-84 Additional regulations for adult motels
- 2.5-85 Regulations pertaining to exhibition of sexually explicit films or videos
- 2.5-86 Exemptions
- 2.5-87 Injunction and penalty

§ 2.5-71 PURPOSE AND INTENT.

It is the purpose of this article to regulate sexually oriented businesses to promote the health, safety, morals and general welfare of the citizens of the county, and to establish reasonable and uniform regulations to prevent the continued deleterious location and concentration of sexually oriented businesses within the county. The provisions of this article have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials,



including sexually oriented materials. Similarly, it is not the intent or effect of this article to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent of this article to condone or legitimize the distribution of obscene material.

(1976 Code, § 2.5-71) (Ord. No. 2673, § 1, 2-7-95)

Cross-references:

Amusements, see Ch. 3;

Offenses, see §§ 15-1 et seq.;

Public nudity, see § 15-4;

Zoning, see App. A

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-72 DEFINITIONS.

As used in this article, the following words, terms and phrases shall have the meanings set forth herein:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image producing devices are maintained to show images to 5 or fewer persons per machine at any 1 time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

Adult bookstore or adult video store means a commercial establishment that as 1 of its principle business purposes offers for sale or rental of any 1 or more of the following:

- (1) Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or
- (2) Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities."

A commercial establishment may have other business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as 1 of its principal business purposes is the offering for sale or rental of the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas."



Adult cabaret means a nightclub, bar, restaurant, or similar commercial establishment which regularly features:

- (1) Persons who appear in a state of nudity; or
- (2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or
- (3) Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

Adult motel means a hotel, motel or similar commercial establishment which:

- (1) Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or
- (2) Offers a sleeping room for rent for a period of time that is less than 10 hours; or
- (3) Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than 10 hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”

Adult theater means a theater, concert hall, auditorium, or similar commercial establishment that regularly features persons who appear in a state of nudity or live performances that are characterized by the exposure of “specified anatomical areas” or by “specified sexual activities.”

Establishment means and includes any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;
- (3) The addition of any sexually oriented business to any other existing sexually oriented business; or
- (4) The relocation of any sexually oriented business.

Permittee means a person in whose name a permit to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit.

Nude model studio means any place where a person who appears in a state of nudity or displays “specified anatomical areas” is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

http://www.amlaw.com/olsscripts/get_content.asp

ROA 000049

2/20/2015

Nudity or a state of nudity means the appearance of a human bare buttock, anus, male genitals, female genitals, or female breast.

Person means an individual, proprietorship, partnership corporation, association, or other legal entity.

Semi-nude means a state of dress in which clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.

Sexual encounter center means a business or commercial enterprise that, as 1 of its primary business purposes, offers for any form of consideration:

- (1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or
- (2) Activities between persons of the opposite sex or persons of the same sex or both when 1 or more of the persons is in a state of nudity or semi-nude.

Sexually oriented business means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, nude model studio, or sexual encounter center.

Specified anatomical areas means the male genitals in a state of sexual arousal or the vulva or more intimate parts of the female genitals.

Specified sexual activities means any of the following:

- (1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- (3) Masturbation, actual or simulated; or
- (4) Excretory functions as part of or in connection with any of the activities set forth in (1) through (3) above.

Substantial enlargement of a sexually oriented business means the increase in floor areas occupied by the business by more than 25%, as the floor areas exist on the effective date of this article.

Transfer of ownership or control of a sexually oriented business means any of the following:

- (1) The sale, lease, or sublease of the business;
- (2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or other similar means; or
- (3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(1976 Code, § 2.5-72) (Ord. No. 2673, § 2, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-73 CLASSIFICATION.

The following are classified as sexually oriented businesses:

- (1) Adult arcades;
- (2) Adult bookstores or adult video stores;
- (3) Adult cabarets;
- (4) Adult motels;
- (5) Adult motion picture theaters;
- (6) Adult theaters;
- (7) Nude model studios; and
- (8) Sexual encounter centers.

(1976 Code, § 2.5-73) (Ord. No. 2673, § 3, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-74 PERMIT REQUIRED.

- (a) A person commits a misdemeanor if he operates a sexually oriented business without a valid permit issued by the county for the particular type of business.
- (b) An application for a permit must be made on a form provided by the Greenville County zoning department. The application must be accompanied by a sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus 6 inches.
- (c) The applicant must be qualified according to the provisions of this chapter and the premises must be inspected and found to be in compliance with the law by the health department, fire department, and building official. The health department, fire department, and building official shall complete their inspections and certify same to the zoning administrator within 21 days of receipt of the application by the zoning administrator.
- (d) If a person who wishes to operate a sexually oriented business is an individual, he must sign the application for a permit as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a 10% or greater interest in the business must sign the application for a permit as an applicant. If a corporation is listed as



owner of a sexually oriented business or as the entity which wishes to operate such a business, each individual having a 10% or greater interest in the corporation must sign the application for a permit as an applicant.

(e) The fact that a person possesses other types of state or county permits and/or licenses does not exempt him from the requirement of obtaining a sexually oriented business permit.

(1976 Code, § 2.5-74) (Ord. No. 2673, § 4, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-75 ISSUANCE OF PERMIT.

(a) The Greenville County zoning administrator shall approve the issuance of a permit to an applicant within 30 days after receipt of an application unless he finds 1 or more of the following to be true:

- (1) An applicant is under 18 years of age.
- (2) An applicant or an applicant's spouse is overdue in his payment to the county of taxes, fees, fines, or penalties assessed against him or imposed upon him in relation to a sexually oriented business.
- (3) An applicant has failed to provide information reasonably necessary for issuance of the permit or has falsely answered a question or request for information on the applicant form.
- (4) An applicant is residing with a person who has been denied a permit by the county to operate a sexually oriented business within the preceding 12 months, or residing with a person whose permit to operate a sexually oriented business has been revoked within the preceding 12 months.
- (5) The premises to be used for the sexually oriented business have not been approved by the health department, fire department, and the building official as being in compliance with applicable laws and ordinances.
- (6) The permit fee required by this article has not been paid.
- (7) An applicant of the proposed establishment is in violation of or is not in compliance with any of the provisions of this article.

(b) The permit, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the sexually oriented business. The permit shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be easily read at any time.

(1976 Code, § 2.5-75) (Ord. No. 2673, § 5, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.



§ 2.5-76 FEES.

The annual fee for a sexually oriented business permit is \$500. This fee is in addition to any other fees which may be due in connection with the operation of a business within the unincorporated areas of the county.

(1976 Code, § 2.5-76) (Ord. No. 2673, § 6, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-77 INSPECTIONS.

(a) An applicant or permittee shall permit representatives of the sheriff's office, health department, fire department, zoning department, or other county departments or agencies to inspect the premises of a sexually oriented business for the purpose of ensuring compliance with the law at any time it is occupied or open for business.

(b) A person who operates a sexually oriented business or his agent or employee commits a misdemeanor if he refuses to permit such lawful inspection of the premises any time it is occupied or open for business.

(1976 Code, § 2.5-77) (Ord. No. 2673, § 7, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-78 EXPIRATION OF PERMIT.

(a) Each sexually oriented business permit shall expire 1 year from the date of issuance and may be renewed only by making application as provided in § 2.5-74. Application for renewal should be made at least 30 days before the expiration date, and when made less than 30 days before the expiration date, the expiration of the permit will not be affected.

(b) When the zoning administrator denies renewal of a permit, the applicant shall not be issued a permit for 1 year from the date of denial. If, subsequent to denial, the zoning administrator finds that the basis for denial of the renewal permit has been corrected or abated, the applicant may be granted a permit if at least 90 days have elapsed since the date denial became final.

(1976 Code, § 2.5-78) (Ord. No. 2673, § 8, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-79 SUSPENSION.

The zoning administrator shall suspend a permit for a period not to exceed 30 days if the zoning administrator determines that a permittee or an employee of a permittee has:

- (1) Violated or is not in compliance with any section of this article;
- (2) Engaged in excessive use of alcoholic beverages while on the sexually oriented business premises;
- (3) Refused to allow an inspection of the sexually oriented business premises as authorized by this chapter;
- (4) Knowingly permitted gambling by any person on the sexually oriented business premises.

Such determination may be based upon information obtained independently by the zoning department, a conviction under § 2.5-87 of this article, a separate criminal conviction that would constitute a violation of this article, or other information from law enforcement, the health department, the fire department, or other official charged with enforcing the law.

(1976 Code, § 2.5-79) (Ord. No. 2673, § 9, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-80 REVOCATION.

(a) The Greenville County zoning administrator shall revoke a permit if a cause of suspension in § 2.5-79 occurs and the permit has been suspended within the preceding 12 months.

(b) The zoning administrator shall revoke a permit if the zoning administrator determines that:

- (1) A permittee gave false or misleading information in the material submitted to the zoning department during the application process;
- (2) A permittee or an employee has knowingly allowed possession, use, or sale of controlled substances on the premises;
- (3) A permittee or an employee has knowingly allowed prostitution on the premises;
- (4) A permittee or an employee knowingly operated the sexually oriented business during a period of time when the permittee's permit was suspended;
- (5) A permittee or an employee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the permitted premises;
- (6) A permittee is delinquent in payment to the county or state for any taxes or fees past due.

Such determination may be based upon information obtained independently by the zoning department, a conviction under § 2.5-87 of this article, a separate criminal conviction that would constitute a violation of this article, or other information from law enforcement, the health department, the fire department, or other official charged with enforcing the law.

(c) When the zoning administrator revokes a permit, the revocation shall continue for 1 year, and the permittee shall not be issued a sexually oriented business permit for 1 year from the date revocation became effective. If, subsequent to revocation, the zoning administrator finds that the basis for the revocation has been corrected or abated, the applicant may be granted a permit if at least 90 days have elapsed since the date the revocation became effective.

(1976 Code, § 2.5-80) (Ord. No. 2673, § 10, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-81 TRANSFER OF PERMIT.

A permittee shall not transfer his permit to another, nor shall a permittee operate a sexually oriented business under the authority of a permit at any place other than the address designated in the application.

(1976 Code, § 2.5-81) (Ord. No. 2673, § 11, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-82 LOCATION OF SEXUALLY ORIENTED BUSINESSES.

(a) A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business outside of a designated S-1 district. All sexually oriented businesses shall be located within a S-1 district.

(b) A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business within 1,500 feet of:

- (1) A church;
- (2) A public or private elementary or secondary school;
- (3) A boundary of a residential district;
- (4) A public park adjacent to any residential district;
- (5) The property line of a lot devoted primarily to residential use;
- (6) A continuous care retirement center or nursing care facility;
- (7) A family oriented recreation facility including but not limited to a roller skating rink, an ice skating rink or a public swimming pool;
- (8) A day nursery or licensed child care facility;
- (9) A public library.



(c) A person commits a misdemeanor if he causes or permits the operation, establishment, substantial enlargement or transfer of ownership or control of a sexually oriented business within 1,500 feet of another sexually oriented business.

(d) A person commits a misdemeanor if he causes or permits the operation, establishment, or maintenance of more than 1 sexually oriented business in the same building, structure, or portion thereof, or the increase of floor areas of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.

(e) For the purpose of this article, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of any land use listed in subsection (c) above.

(f) For purposes of subsection (d) of this section, the distance between any 2 sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.

(g) Any sexually oriented business lawfully operating on the effective date of this article [Feb. 7, 1995] that is in violation of subsection (a) through (f) of this section shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed 1 year, unless sooner terminated for any reason or voluntarily discontinued for a period of 30 days or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If 2 or more sexually oriented businesses are within 1,500 feet of another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming.

(h) A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business permit, of a land use designated in subsection (c) above within 1,500 feet of the sexually oriented business. This provision applies only to the renewal of a valid permit, and does not apply when the application for a permit is submitted after a permit has expired or has been revoked.

(i) With the exception of subsection (a) above, the provisions of this ordinance shall apply to those areas of the county that are not zoned.

(1976 Code, § 2.5-82) (Ord. No. 2673, § 12, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-83 OPERATING HOURS FOR SEXUALLY ORIENTED BUSINESSES.

No sexually oriented business shall open to do business before 10:00 a.m. Monday through Saturday or remain open after 12:00 midnight Monday through Saturday. No sexually oriented business shall be open for business on a Sunday. This subsection shall not apply to an adult motel, nor to a business whose hours of operation are regulated by state law.



ROA 000056

2/20/2015

(1976 Code, § 2.5-83) (Ord. No. 2673, § 13, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-84 ADDITIONAL REGULATIONS FOR ADULT MOTELS.

(a) It may be inferred from evidence that a sleeping room in a hotel, motel, or a similar commercial establishment has been rented and vacated 2 or more times in a period of time less than 10 hours that the establishment is an adult motel as that term is defined in this chapter.

(b) A person commits a misdemeanor if, as the person in control of a sleeping room in a hotel, motel, or similar commercial establishment that does not have a sexually oriented business permit, he rents or subrents a sleeping room to a person and, within 10 hours from the time the room is rented, he rents or subrents the same sleeping room again.

(c) For purposes of subsection (b) of this section, the term "rent" or "subrent" mean the act of permitting a room to be occupied for any form of consideration.

(1976 Code, § 2.5-84) (Ord. No. 2673, § 14, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-85 REGULATIONS PERTAINING TO EXHIBITION OF SEXUALLY EXPLICIT FILMS OR VIDEOS.

(a) A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than 150 square feet of floor space, a film, video cassette, or other video reproduction which depicts "specified sexual activities" or "specified anatomical areas" shall comply with the following requirements:

(1) Upon application for a sexually oriented permit, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of 1 or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed 32 square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions of all areas of the interior of the premises to an accuracy of plus or minus 6 inches. The zoning administrator may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

(2) The application shall be sworn to be true and correct by the applicant.

(3) No alteration in the configuration or location of a manager's station may be made without the prior approval of the zoning administrator or his designee.

(4) It is the duty of the owners and operator of the premises to ensure that at least 1 employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.

(5) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has 2 or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least 1 of the manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.

(6) It shall be the duty of the owners and operators, and of any agents and employees present in the premises to ensure that the view area specified in subsection (5) remains unobstructed by any doors, walls, merchandise, display racks or other materials at all times and to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to subsection (1) of this section.

(7) No viewing room may be occupied by more than 1 person at a time.

(8) The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access to an illumination of not less than 1 footcandle as measured at the floor level.

(9) It shall be the duty of the owners and operators and of any agents and employees present in the premises to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

(b) A person having a duty under subsection (1) through (9) of subsection (a) above commits a misdemeanor if he knowingly fails to fulfill that duty.

(1976 Code, § 2.5-85) (Ord. No. 2673, § 15, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-86 EXEMPTIONS.

It is a defense to prosecution under § 2.5-74 and § 2.5-82 that a person appearing in a state of nudity did so in a modeling class operated:

(1) By a proprietary school, licensed by the State of South Carolina; a college, junior college, or university supported entirely or partly by taxation;



(2) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or

(3) In a structure:

a. Which has no sign visible from the exterior of the structure and no other advertising that indicated a nude person is available for viewing; and

b. Where, in order to participate in a class a student must enroll at least 3 days in advance of the class; and

c. Where no more than 1 nude model is on the premises at any 1 time.

(1976 Code, § 2.5-86) (Ord. No. 2673, § 16, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.

§ 2.5-87 INJUNCTION AND PENALTY.

A person who operates or causes to be operated a sexually oriented business without a valid permit or in violation of § 2.5-82 of this article is subject to a suit for injunction as well as prosecution for criminal violations. Such violations shall be punishable by a fine not to exceed \$500 or imprisonment not to exceed 30 days. Each day a violation continues shall constitute a separate offenses.

(1976 Code, § 2.5-87) (Ord. No. 2673, § 17, 2-7-95)

Editorial Note:

Provisions modified by judicial decision.



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

FILED-CLERK OF COURT

THIRTEENTH JUDICIAL CIRCUIT

GREENVILLE CO. S.C.

CASE NO.: 2015-CP-23-02597

PAUL B. WICKENSIMMER

State of South Carolina on the relation of William
Walter Wilkins, III, Solicitor of the Thirteenth
Judicial Circuit,

MOTION AND ORDER INFORMATION

Petitioner,

FORM AND COVERSHEET

vs.

Elephant, Inc., et al

Respondents.

Plaintiff's Attorney:

Lane Davis, Bar No. 68796

Nelson Mullins Riley & Scarborough, LLP

Address: PO Box 10084, Greenville, SC 29603

Phone: 864-250-2300 Fax: 864-232-2925

Email: lane.davis@nelsonmullins.com

Defendant's Attorney

Randall S. Hiller, P.A.

Hiller, Bar No. 2513

Address: 850B Wade Hampton Blvd., Greenville, SC
29605

Phone: 864-232-0026 Fax: 864-242-4692

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

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

Signature of Attorney for ☒ Plaintiff/☐ Defendant

Date submitted 6/3/2015

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached
order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: CUN Date Filed: _____

☐ MOTION FEE COLLECTED: \$ 25.00

☐ CONTESTED - AMOUNT DUE: \$ _____

Ch# 790375
Nelson Mullins

The South Carolina Court of Appeals

State of South Carolina on the relation of William Walter
Wilkins, III, Solicitor of the Thirteenth Judicial Circuit,
Respondent,

v.

Elephant, Inc. and Frontage Road Associates, Inc.,
Defendants,

of which Elephant, Inc. is the Appellant.

Appellate Case No. 2015-000982

The Honorable Charles B. Simmons, Jr.
Greenville County
Trial Court Case No. 2015CP2302597

FILED
CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2015 JUL 9 AM 9 34

ORDER

The appellant wishes to withdraw this appeal, as the parties have reached a settlement. Accordingly, this appeal is dismissed. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

FOR THE COURT

BY

Joy A. Kitching
CLERK

FILED

June 10, 2015

Columbia, South Carolina

cc:

Hannah Rogers Metcalfe, Esquire
Courtney Celeste Atkinson, Esquire
Lane Whittaker Davis, Esquire
Andrew Scott Culbreath, Esquire
Randall Scott Hiller, Esquire
John S. Nichols, Esquire
William Walter Wilkins, III, Esquire
Oscar W. Bannister, Esquire



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 26, 2015

The Honorable Paul B. Wickensimer
Courthouse
305 E North St
Greenville SC 29601-2121

REMITTITUR

Re: State of South Carolina v. Elephant, Inc.
Lower Court Case No. 2015CP2302597
Appellate Case No. 2015-000982

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

V. Claire Allen, Deputy

CLERK

Enclosure

ROA 000063

cc: Hannah Rogers Metcalfe, Esquire
Courtney Celeste Atkinson, Esquire
Lane Whittaker Davis, Esquire
Andrew Scott Culbreath, Esquire
Randall Scott Hiller, Esquire
John S. Nichols, Esquire
William Walter Wilkins, III, Esquire
Oscar W. Bannister, Esquire

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
The Thirteenth Judicial Circuit,)
Plaintiff,)
vs.)
Elephant, Inc. Gregory Kenwood Gaines,)
and Frontage Road Associates, Inc.)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE THIRTEENTH JUDICIAL CIRCUIT
Civil Action No. 2015-CP-23-02597

RULE TO SHOW CAUSE

This matter appears before me on Petition of the State of South Carolina, through the Office of the Solicitor for the Thirteenth Judicial Circuit, for a Rule to Show Cause as to why Defendants Elephant, Inc. and Gregory Kenwood Gaines should not be held in contempt of court for their willful violations of this Court's June 3, 2015 Consent Order. Based upon my review of the Solicitor's Petition and incorporated exhibits, it appears that the Defendants may be in violation of the terms and conditions of the 2015 Consent Order.

THEREFORE, IT IS ORDERED THAT DEFENDANTS ELEPHANT, INC. AND GREGORY KENWOOD GAINES APPEAR before the Greenville County Master-in-Equity located at 305 East North Street, Greenville South Carolina, 29601, third floor, Courtroom # 5 on May 18th, 2016 at 3:15 o'clock p.m.. The Defendants shall then and there be prepared to show cause, if they can, as to why this Court should not make a finding that these Defendants have violated conditions of the 2015 Consent Order.

IT IS SO ORDERED,

Signature page to follow

ROA 000065



Greenville Common Pleas

Case Caption: South Carolina State Of vs. Elephant Inc

Case Number: 2015CP2302597

Type: Order/Rule To Show Cause

So Ordered

s/ Robin B. Stilwell 2158

Electronically signed on 2016-04-29 10:26:52 page 2 of 2

ROA 000066

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
The Thirteenth Judicial Circuit,)
Plaintiff,)
vs.)
Elephant, Inc. Gregory Kenwood Gaines,)
and Frontage Road Associates, Inc.)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE THIRTEENTH JUDICIAL CIRCUIT
Civil Action No. 2015-CP-23-02597

RULE TO SHOW CAUSE

This matter appears before me on Petition of the State of South Carolina, through the Office of the Solicitor for the Thirteenth Judicial Circuit, for a Rule to Show Cause as to why Defendants Elephant, Inc. and Gregory Kenwood Gaines should not be held in contempt of court for their willful violations of this Court's June 3, 2015 Consent Order (2015 Consent Order). Based upon my review of the Solicitor's Petition and incorporated exhibits, it appears that the Defendants may be in violation of the terms and conditions of the 2015 Consent Order.

THEREFORE, IT IS ORDERED THAT DEFENDANTS ELEPHANT, INC. AND GREGORY KENWOOD GAINES APPEAR before the Greenville County Master-in-Equity located at 305 East North Street, Greenville South Carolina, 29601 on June 14, 2016 at 9:00 o'clock a.m. Defendants Elephant, Inc. and Gregory Kenwood Gaines shall then and there be prepared to show cause, if they can, as to why this Court should not make a finding that these Defendants have willfully violated provisions of the 2015 Consent Order.

IT IS SO ORDERED,



Greenville Common Pleas

Case Caption: South Carolina State Of vs. Elephant Inc

Case Number: 2015CP2302597

Type: Order/Rule To Show Cause

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2016-05-11 18:05:15 page 2 of 2

ROA 000068

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) IN THE COURT OF COMMON PLEAS
)
) THIRTEENTH JUDICIAL CIRCUIT

State of South Carolina on the relation of) C.A. No. 2015-CP-23-02597
William Walter Wilkins, III, Solicitor of)
The Thirteenth Judicial Circuit,)
)
) Plaintiff,)
)

vs.)

Elephant, Inc., Gregory Kenwood)
Gaines,)

Defendants.)

ORDER

This matter comes before the Court pursuant to a Verified Petition ("Petition") filed by the Thirteenth Circuit Solicitor ("Solicitor") on April 27, 2016. The Solicitor's Petition seeks contempt findings against Defendants Elephant, Inc. (treated interchangeably as "EI" or "Platinum Plus") and Gregory Kenwood Gaines ("Gaines") (Solicitor, EI, and Gaines treated collectively as "Parties"). The Petition alleges that EI and Gaines willfully violated a Consent Order executed by the Parties and thereafter entered by the Court on June 3, 2015 ("2015 Order"). The Court held a hearing on the Petition on June 14, 2016 ("Contempt Hearing").¹ All Parties appeared and were represented by counsel.

The 2015 Order

The 2015 Order arises out of an underlying civil action initiated by the Solicitor on April 17, 2015, pursuant to S.C. Code §15-43-10 *et seq.* ("Nuisance Action"). The Nuisance Action sought to abate a public nuisance allegedly existing at Platinum Plus's primary place of business located at 805 Frontage Road in Greenville, South Carolina ("Subject Property"). Following a

¹ The presiding administrative judge issued an Order to Show Cause on April 29, 2016 referring the proceedings to the undersigned and commanding Gaines and EI to appear on May 18, 2016. Thereafter, Defendants, through their attorney of record at that time, requested a continuance, which the Court granted, postponing the hearing date until June 14, 2016.

hearing, Platinum Plus was closed by the Court pursuant to an Order filed May 6, 2015. Pending a trial on the merits, the Parties thereafter negotiated, by and through their attorneys, a settlement of the Nuisance Action. See, 2015 Order. For purposes of assuring compliance, the Parties: incorporated their agreement into a consent order (*i.e.*, the 2015 Order), stipulated to the Court's continued jurisdiction to enforce the consent order, and subjected themselves to the Court's contempt power if they failed to comply with the order's terms. (*See* 2015 Order at 2, 8-9.)

As an initial matter, the Court finds the 2015 Order constitutes a valid and binding judgment of this Court. The Solicitor executed the 2015 Order on behalf of the State. (2015 Order, p. 10.) Conversely, as its sole shareholder, chief executive officer, and authorized signatory, Gaines executed the 2015 Order on behalf of EI. (*Id.* at 12.) Gaines also separately executed the 2015 Order in his individual capacity. (*Id.* at 13.)² Accordingly, the Court finds an identity of Parties exist as between the Consent Order and the Parties to the instant Contempt Hearing.

The 2015 Order set forth negotiated terms and conditions that Platinum Plus expressly agreed to honor (*i.e.*, not violate) if allowed to re-open. The 2015 Order also expressly incorporated and reaffirmed the terms and conditions of a prior Consent Order between the parties from 2002 ("2002 Order"). (*See* 2015 Order, p. 5 ("The terms of the [2002] Order are likewise incorporated by reference into and reaffirmed by this Consent Order thereby mandating full compliance with the same under this Consent Order as well.")). Platinum Plus also executed the 2002 Order by consent, and that action involved substantially the same issues as those presently before the Court. The 2002 Order, as did the 2015 Order, clearly defined what could or

²The 2015 Order reflects all signatories "had the benefit of the advice of counsel and knowingly and voluntarily agree[d] to be bound by the terms of [the 2015 Order]." (*Id.* at 9, ¶A.)

could not occur at the Subject Property and established defined affirmative duties and obligations Platinum Plus agreed to undertake.

For example, in the 2002 Order (and again by incorporation into the 2015 Order), Platinum Plus agreed not to allow any person at the Subject Property to: appear in a "state of nudity,"³ engage in specified sexual activities,⁴ or expose certain anatomical areas.⁵ (2002 Order at 2-3.) The 2002 Order's terms define, at length, what conduct is prohibited and even include examples of minimum compliance.⁶ Accordingly, the Court finds the negotiated terms of both the 2015 Order and the incorporated 2002 Order were sufficiently clear, subject to the below as relates to Gaines individually, to allow Defendants to understand with reasonable certainty what could and could not be done and what obligations Platinum Plus undertook as conditions precedent to its resuming business operations at the Subject Property.

Platinum Plus's Willful Violations of the 2015 Order

After carefully reviewing and considering all of the evidence of record, the Court finds that Platinum Plus had actual knowledge of terms and conditions of both Orders and the Solicitor has proved Platinum Plus willfully violated the 2015 Order beyond a reasonable doubt.

³The 2002 Order defined state of nudity as: "A female breast...shown with anything less than a complete opaque covering of the entire areola;" "A human buttock...exposed with anything less than a complete opaque covering of the genitals and anus and a complete opaque covering over the buttocks with a minimum width of two (2) or more inches at the sacrum;" and the exposure of "male or female genitals...with anything less than a completely opaque covering." (2002 Order at 2-3.)

⁴Prohibited sexual acts included: "the fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;" "Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;" "Masturbation, actual or simulated." (*Id.* at 3; GCO §2.5-72.)

⁵"Specified anatomical areas" include "[m]ale genitals in the state of sexual arousal or the vulva or more intimate parts of the female genitals." (*Id.*)

⁶ Moreover, such prohibitions have been binding on Platinum Plus for over fourteen years, and twice knowingly and voluntarily agreed upon following advice from counsel.

Evidence illustrative of the Court's finding in this regard includes but is not limited to the following:

- Evidence overwhelmingly established Platinum Plus willfully and repeatedly violated the 2015 Order within only seven (7) days of re-opening. (Hr'g Tr. 31: 18-24, pp. 32-39.)
- Evidence established the Solicitor furnished notice to Platinum Plus of its non-compliance with the 2015 Order in January and February of 2016. (Verif. Petit., Ex. E.)
- Evidence established serial and persistent violations continued to occur even after the Solicitor furnished notice to Platinum Plus of its non-compliance. (See Hr'g Tr. 59:18-23, 64-65, 68, 72-75, 77, 84, 96, 97.)
- Evidence established serial and patent violations of the 2015 Order, which in and of itself, confirmed Platinum Plus's willful non-compliance. Evidence established at least thirteen (13) separate violations of the "state of nudity" prohibition incorporated into the 2015 Order from the 2002 Order. (See, e.g., Hr'g Tr. at 32, 37, 64, 65, 72, 73, 74, 77, 97.) And, evidence established at least fifteen (15) separate violations of the "specified sexual activities" prohibition incorporated into the 2015 Order from the 2002 Order. (See Hr'g Tr. at 32, 34, 35, 36, 64, 65, 68, 72, 73, 74, 77, 84, 96.)⁷
- Evidence established Platinum Plus's management and employees turned an institutional blind eye to violative conduct that occurred in their presence. (See, e.g., Hr'g Tr. at 35-36, 72-75, 96-97.)
- Evidence established Platinum Plus allowed dancers to wear patently violative clothing without taking corrective measures. (See Hr'g Tr. at 63-64, 72, 74, 77.)
- Evidence established that as late as March of 2016 Platinum Plus did not inform prospective dancers of what clothing and conduct proved off-limits under the Court Order. (See Hr'g Tr. at 108:23-24, 114:4-18.)
- Evidence established Platinum Plus continued to supply prospective dancers with an Entertainment Agreement, the terms of which failed to comply with the 2015 Order. (See State Ex. 7; Hr'g Tr. at 106-107.)
- Evidence established Platinum Plus violated Paragraph V(A)(4) of the 2015 Order by failing to provide the Solicitor video footage as requested. (See Hr'g Tr. at 40:17-41:18.)

⁷ Of note, these numbers largely reflect only what the two Independent Monitors observed on the three (3) randomly chosen nights when the State audited Platinum Plus's compliance efforts. The Order of May 6, 2015 also noted a myriad of violations.

- Evidence established the video cameras installed by Platinum Plus did not capture reviewable video footage in "all places where Dancers" interacted with customers as required by Paragraph V(A) of the 2015 Order. (*See* Hr'g Tr. at 26, 37-38; Verif. Petit., Ex. E at 1.)
- Video footage from Platinum Plus's surveillance cameras that was presented in Court during the hearing on June 14, 2016, clearly established the blatant and repeated violations of the Consent Orders (independent of the Monitors testimony) and substantially corroborated the testimony given by the State's witnesses. (*See* State Ex. 1-4.)⁸

The Court finds Platinum Plus (Elephant, Inc.) is, therefore, found in criminal contempt of the 2015 Order. The evidence overwhelmingly established Platinum Plus clearly, repeatedly, willfully and beyond a reasonable doubt violated the 2015 Order. *See State v. Passmore*, 611 S.E.2d 273, 275 (Ct. App. 2005) (Willful disobedience determined through "subjective, not objective" evaluation of "all the acts, words, and circumstances surrounding" Defendants' disobedience.)⁹ Alternatively, the Court also finds the evidence clearly and convincingly established Platinum Plus as being in civil contempt based upon clear and repeated violation of the Orders.

⁸The Court's citation to the Record in this Order is intended as merely illustrative, not exhaustive. Ample evidence supports the Court's conclusions throughout the decision beyond what is cited. Defendants have also raised a wide array of legal arguments in this case. After careful review and consideration, the Court addresses those it deems material herein. To the extent an argument has not been deemed worthy of discussion by the Court, it should be deemed as having been fully reviewed and rejected by the Court as without legal basis under the facts of the case *sub judice*.

⁹ Defendants assert Platinum Plus's dancers constitute independent contractors, over which they have no duty or control. The Court finds it need not reach such issues. Under the 2015 Order, Platinum Plus, in fact, assumed, and the Court correspondingly imposed, a positive obligation to ensure the dancers' compliance with the Order's terms while present at the Subject Property. As noted above, the evidence of record established willful violations of the 2015 Order's terms and conditions. However, if the dancers' status somehow mattered, the Court finds recent authority addressing the issue belies Defendants' attempted classification of the dancers as independent contractors. *See, e.g., Lewis v. L.B. Dynasty*, 411 S.C. 637, 639-640 (2015); *McFeeley v. Jackson St. Entm't, LLC*, 2016 U.S. App. LEXIS 10352 (4th Cir. 2016). This is particularly true where, as here, Platinum Plus voluntarily assumed the obligation to oversee and control both the dancers' manner of dress and conduct.

In regards to the finding of civil contempt, Defendants argue that the Solicitor alleged and proceeded solely on the basis of criminal contempt and that the defense was premised on this. However, in light of the Consent Orders, the pleadings and the evidence submitted at the hearing, the Court finds that the Solicitor has sufficiently alleged and proven a basis for either criminal and/or civil contempt.

Notwithstanding the above, as to Gaines, the Court finds the level and manner of his obligations and duties under the Consent Orders, as well as any determination of guilt or violation, less clear. The Court acknowledges Paragraph IX(A) of the 2015 Order states: "All undersigned signatories have had the benefit of the advice of counsel and knowingly and voluntarily agree to be bound by the terms of this Consent Order." (2015 Order, p. 8, ¶IX(A).) Gaines also signed the Consent Order individually and in his capacity as "sole shareholder and Chief Executive Officer" of Elephant, Inc. (*Id.* at 11 & 12.) And Paragraphs I, II, III, IV, and V of the 2015 Order all apply equally to both "EI and Gaines." (2015 Order.) The Court is likewise reluctant to excuse a party's voluntary failure to perform obligations imposed by a court order.

Even in light of this, the Court questions whether the Orders established in sufficiently definite terms the duties and obligations Gaines was personally undertaking or that the evidence establishes Gaines personally willfully violated the Consent Order beyond either a reasonable doubt or clear and convincing standard.¹⁰ As such, the Court declines to sanction Gaines for contempt of court. However, going forward, the Court hereby provides Gaines with clear and unequivocal notice that, as Elephant, Inc.'s sole shareholder and Chief Executive Officer, as a named tenant of the Subject Property, and as a signatory to the Consent Order in dual capacity,

¹⁰ One may not be held in contempt for violating a court order which fails to tell him in definite terms what he must do or not do. See, *Spartanburg Buddhist Center of SC v. Ork*, Op. #5427, SC Ct App. filed 7/13/2016.

the Court concludes he does possess an affirmative duty to ensure Platinum Plus adheres to 2015 Order's terms and conditions. Such affirmative duty requires Gaines to avail himself of and learn all such facts as are necessary to ensure Platinum Plus's compliance with the Order. Moving forward, Gaines may not assert ignorance of such facts to avoid the responsibilities undertaken under the 2015 Order. Having now been expressly afforded such notice, further violations of the 2015 Order by Platinum Plus may likely result in Gaines personally being subject to contempt of court sanctions.

Defendants' Objections

Defendants raised a series of arguments disputing the validity of the instant contempt proceedings. Before imposing contempt sanctions in this matter, the Court will endeavor to address Defendants' arguments.

Although Defendants question the undersigned's jurisdiction to hear the instant proceedings, the Court finds jurisdiction exists. (Hr'g Tr. at 10.) A standing order of the South Carolina Supreme Court confirms the Court's jurisdiction to hear the matter at bar. (*See* Court Ex. 1; *see also* S.C. Code §14-11-130.) Moreover, and independent of the standing order, the presiding administrative judge issued an Order referring the current proceedings to the undersigned. (*See* Order dated April 29, 2016.) And last, the Parties consented to the Court's continued personal and subject matter jurisdiction to enforce the 2015 Order's terms and conditions. (*See e.g.*, 2015 Order, p. 8, ¶IX(B), (D), and (E).) The Court, therefore, has jurisdiction.

Next, despite their arguments to the contrary, the Court finds Defendants had adequate time to retain new counsel and prepare for the June 14th, 2016 contempt hearing ("Contempt Hearing"). During a May 6, 2016 conference call with the Court, Defendants then counsel requested a continuance of the upcoming May 18, 2016 hearing that had been set by the

presiding administrative judge, citing a likelihood Defendants may retain new counsel. Over the Solicitor's objection, the Court postponed the hearing until June 14, 2016 but expressly stated no further continuances would follow. (Hr'g Tr. at 5:22-6:2.) Accordingly, the Court finds Defendants had sufficient time to hire counsel and prepare.¹¹

According to Defendants' next assertion, the Solicitor violated their Due Process and Sixth Amendment rights by serving "a person he knew was not acting as defendants' counsel." (Def. Closing, p. 5.) But, contrary to Defendants' argument, Attorney Randall Hiller ("Hiller"), one of Defendants' then lawyers of record, personally accepted service of: the Petition, the verification, the Order to Show Cause, and a subpoena for Gaines. (*See* Solicitor Closing, Ex. B.)¹² In so doing, Hiller acknowledged in writing his acceptance of service on behalf of both EI and Gaines and certified his authority to do so. (*Compare Id. with* Rule 4(j), SCRCP.)¹³ Accordingly, the Court rejects Defendants' service of process arguments.

Defendants further suggest the Solicitor violated their Sixth Amendment rights by subpoenaing Hiller as a potential witness during the June 14th hearing. Defendants claim Hiller's receipt of a subpoena left them "with time so short" and ensured "Defendants could not consult with him." (Def. Closing, p. 6.) As per their reasoning, the short timetable, in turn, deprived

¹¹ Notably, Defendants failed to submit any evidence demonstrating good and sufficient cause existed to warrant a continuance and justify a further delay. (*See also infra.*)

¹² In making the instant argument, Defendants appear to misquote the Solicitor. The record reflects the Solicitor stated: "Mr. Hiller made it very clear at the outset that he was not an attorney of record on this particular aspect of the case." (Hr'g Tr. at 14:21-24.)

¹³ At the time of Hiller's acceptance of service, the Solicitor had communicated with Hiller, as counsel for Defendants, for over a year. Hiller had not moved to withdraw as counsel of record. And, pursuant to the 2015 Consent Order, Defendants stipulated to the Court's personal jurisdiction over them; Defendants also clearly received notice of the Verified Petition. (*See* Hr'g Tr. at 5; 2015 Order, p. 8, ¶IX(B), (D), & (E).) Furthermore, Defendants submitted no evidence suggesting Hiller lacked the authority to accept service.

Defendants of their true choice of counsel, who lacked adequate time to gain *pro hac* admission. (See Hr'g Tr. at 8.)

The Court rejects all of Defendants' arguments in this regard. As noted, as of May 6, 2016 (*i.e.*, before Hiller received the subpoena), Defendants argued they needed a continuance because they would likely hire new counsel of record (*i.e.*, to replace Hiller) "on this particular aspect of the case." (*Id.* at 14:21-15:1-12.) The Court granted Defendants the requested continuance based upon their representations. (*Id.*) Thus, Defendants' claims they were caught short on time proves inconsistent with their own, prior representations to the Court.¹⁴

Contrary to Defendants' suggestions, the Court also finds Rule 3.7, RPC, Rule 407, SCACR ("Rule 3.7") would not have impaired Hiller's ability to help Defendants prepare for the Contempt Hearing, as it only restricts a lawyer's ability to advocate in court proceedings where he also may testify. *See S.C. Bar Ethics Adv. Op.* #90-27. In addition, Defendants could have, but did not, file a motion to quash Hiller's subpoena.¹⁵

In an interrelated argument, Defendants claim the Court deprived them of counsel of their choosing by requiring adherence to the South Carolina Supreme Court's *pro hac vice* requirements. (*See* Rule 405, SCACR.) To the contrary, a trial court does not abridge Sixth Amendment protections by requiring litigants to abide by state *pro hac* mandates. *See, e.g., United States v. Menner*, 374 F.App'x. 446, 447 (4th Cir. 2010) (unpublished), *cert denied*, 131

¹⁴ The Court notes the factual inconsistencies underpinning Defendants' arguments. On one hand, Defendants assert Hiller could not accept service as of May 14, 2016 because he was not their attorney. On the other hand, Defendants assert they were caught short preparing for the hearing because Hiller, their attorney, received a subpoena just prior to the hearing causing them to scramble for new counsel.

¹⁵ Nor did the Parties ask the Court to determine whether, under the facts and circumstances presented, Rule 3.7 even disqualified Hiller.

S.Ct. 191, 178 L.Ed.2d 114 (2010). If, as here, Defendants wish to proceed with out-of-state counsel, they must complete the requisite steps to secure the privilege (not right) of such counsel's lawful appearance. This is particularly true where, as here, the Court previously granted Defendants additional (and ample) time to retain new counsel and forewarned it would grant no further continuances. (Hr'g Tr. at 5:22-6:2.)

A defendant's right to counsel "is only a qualified one" and "the opportunity guaranteed is only a 'fair' one." *Sampley v. Attorney General of North Carolina*, 786 F.2d 610, 612-16 (4th Cir. 1986). "[A] defendant has no constitutional right to dictate the time" of his trial by "showing up" and objecting that his "then retained" counsel is not "counsel of his choice." *Id.* (internal citation omitted). Under the facts at bar, then, the Court finds Defendants had a "fair" opportunity to retain counsel of their choosing.¹⁶

Also without merit, Defendants next contend the Solicitor violated their Fifth Amendment rights against self-incrimination by arguing they should be found guilty because they did not testify. (Def. Reply pp. 4, 6, 8-10.) The Court finds that the Solicitor did not make such an argument. Indeed, the passage Defendants rely upon does not even mention their failure to testify but instead points out Defendants "offered no proof--of anything." (Solicitor's Closing, p. 9.)¹⁷ Statements concerning a defendant's failure to introduce any evidence do not implicate

¹⁶ Furthermore, no evidence of record substantiated good cause to support a continuance. No evidence demonstrated why Defendants could not retain counsel during the time granted by the Court—or—that they did not actually do so. No evidence demonstrated the actual engagement date of counsel or when Defendants first contacted counsel. No evidence showed how Defendants incurred prejudice of any kind. No evidence reflected how Defendants did not receive a "fair" opportunity to retain counsel of their choosing.

¹⁷ The Solicitor's Closing made the following statement: "Once the Solicitor made out a *prima facie* case for contempt, the burden shifted to Defendants to establish their defense or inability to comply with the Order. But, here, Defendants did neither. They offered no proof—of anything. They advanced no defense. Nor did they claim they could not comply." (Solicitor's Closing, p. 9.) Moreover, under South Carolina law, the Solicitor's Closing correctly stated the burden

the Fifth Amendment. *See, e.g., Newell v. Slayton*, 468 F.2d 888, 1972 U.S. App. LEXIS 7284 (4th Cir. Va. 1972).¹⁸ Moreover, the Court heard the instant matter as a non-jury proceeding. Thus, here, the risk of jury confusion does not exist, since the Court can discern, and has adequately discerned, the difference between Defendants not testifying and their failure to offer any evidence by way of a defense.

The Court likewise finds no Due Process violations arose out of the Solicitor's redaction of the affiant's names in the affidavits supporting the Verified Petition.¹⁹ The Solicitor redacted the affiants' names before filing their affidavits in the public record because they also worked as undercover narcotics agents. (Hr'g Tr. at 58:14-15 & 86:3-8.) However, in the Verified Petition, the Solicitor offered to provide the affiants' names to Defendants if deemed necessary to the proceedings. (Hr'g Tr. at 12-13.)

The Solicitor's redactions did not violate Defendants' Due Process rights. South Carolina law allows the Solicitor to protect the names of confidential informants. *See State v. Humphries*, 354 S.C. 87, 90 (2003). The testimony of the affiants at the hearing tracked their affidavits and defense counsel vigorously cross-examined both at length. Additionally, in the five weeks prior to the hearing, Defendants never asked the Solicitor for the affiants' names, nor did they file a

shifted to Defendants once the petitioner established a *prima facie* case of contempt. *Widman v. Widman*, 557 S.E.2d 693, 705 (Ct. App. 2001); *Henderson v. Henderson*, 298 S.C. 190, 379 S.E.2d 125, 1989 S.C. LEXIS 79 (1989).

¹⁸ *See also United States v. Spriggs*, 452 Fed.Appx. 271, 272-73, 2011 WL 5252647 (4th Cir. 2011); *United States v. Jenkins*, 544 F.2d 180, 180-81 (4th Cir. 1976); *United States v. Jones*, 471 F.3d 535 (4th Cir. 2006); *United States v. Pena*, 2000 U.S. App. LEXIS 8244 (4th Cir. Va. Apr. 27, 2000); *United States v. Francis*, 82 F.3d 77, 78 (4th Cir. 1996); *United States v. Percy*, 765 F.2d 1199, 1204-05 (4th Cir. 1985).

¹⁹ Contrary to Defendants' arguments, *see* Hr'g Tr. at 11, the Court finds the Solicitor did verify the Petition. A copy of the verification exists in the Court's record and the acceptance of service document executed by the Defendants' attorney confirms their receipt of the same. (*See* Solicitor Closing, Ex. B.) An additional copy was supplied to defense counsel during the hearing. (*See* Hr'g Tr. at 12.)

motion seeking the same. Such a request is required under the common law of South Carolina before Defendants can raise it in a proceeding. *State v. Batson*, 261 S.C. 128, 136 (1973). Last, no evidence of record substantiates any prejudice resulted from Defendants' knowing the substance of affiants' testimony in advance but not their names.

The Court similarly rejects Defendants' claimed entitlement to a jury trial, which they assert as constitutionally guaranteed because Gaines faced incarceration of more than six months. (Def. Closing, pp. 1-2.) As indicated herein, the Court has not imposed incarceration as a penalty. Nor did the Solicitor seek incarceration exceeding six months. (Hr'g Tr. at 16:15-17:7; Solicitor's Closing, p. 40.) Accordingly, the Court finds the instant proceedings do not implicate Defendants' jury trial rights due to incarceration exceeding six months as Defendants contend. *See Curlee v. Howle*, 277 S.C. 377, 385, 287 S.E.2d 915, 919 (1982).²⁰

Defendants appear to characterize the 2015 Order as merely a "civil settlement agreement," for which the Court's contempt powers only half-operate. (*See, e.g.*, Def. Closing, pp. 3 & 14.) However, the Solicitor and Defendants did not execute a mere civil settlement agreement. The Parties negotiated and executed a consent order stating "willful violations" of its "terms and conditions...shall be punishable as contempt of Court." (2015 Order, p. 8, §§VIII & IX(A).) The 2015 Order is a valid and binding judgment²¹ of this Court and supported by its full contempt powers to ensure compliance. *See, e.g., Checker Yellow Cab Co. v. Checker Cab &*

²⁰ *See also Frank v. United States*, 395 U.S. 147, 150 (1969); *Int'l Union v. Bagwell*, 512 U.S. 821, 827 (1994).

²¹ *See also Frew ex rel. Frew v. Hawkins*, 540 U.S. 431, 440, 124 S. Ct. 899, 157 L. Ed. 2d 855 (2004); *Local No. 93, Int'l. Ass'n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S. 501, 519, 106 S. Ct. 3063, 92 L. Ed. 2d 405 (1986); *Smyth v. Rivero*, 282 F.3d 268, 276 (4th Cir. 2002); *Williams v. Vukovich*, 720 F.2d 909, 920 (6th Cir. 1983); *United States v. Kellum*, 523 F.2d 1284, 1287 (5th Cir. 1975); 46 Am.Jur.2d §186.

Parcel Service, Inc., 287 S.C. 608, 610 (Ct. App. 1986); *Rawcliffe Resorts, Inc. v. Matt Becker & Assocs.*, 2016 S.C. App. Unpub. LEXIS 122 (Ct. App. 2016).

Finally, Defendants' arguments under the 2015 Order lack merit. For example, Defendants complain they were entitled to notice of their violations and an accompanying right to cure the same.²² (Def. Reply, p. 11.) The Court rejects this argument. The 2015 Order only entitled Defendants to copies of the Independent Monitor reports detailing "instances of non-compliance." (2015 Order, p. 6, ¶V(B)(2).) The Order does not otherwise require notification of any kind. By way of defense, Defendants offered no evidence that the Solicitor failed to supply the Monitors' reports. Even so, the Court specifically inquired and the Solicitor confirmed the reports were, in fact, provided, which otherwise proves consistent with the evidence of record.²³ (Hr'g Tr. at 88:5-15.)

Nowhere does the 2015 Order's terms confer upon Defendants a right to cure. Of note, the 2015 Order substantially incorporates state law, local ordinance, and a 2002 Order of this Court. The Solicitor did not, and could not, grant Defendants the ability to violate but then cure their violations of state law, local ordinances, and a Court Order. The Court rejects Defendants' arguments in this regard.

Sanctions for Contempt

For the reasons set forth above, the Court imposes the following:

A. Criminal Contempt Sanctions:

²² Defendants also complain about how the Independent Monitors investigated Defendants' non-compliance when the 2015 Order imposes no such limitations.

²³ The Court does not mean to suggest the Solicitor shouldered a burden to prove the State's compliance with the Order. If Defendants wished to raise such issues as a defense, they had the opportunity to present such evidence but elected not to do so.

1. **Monetary Sanction.** As a sanction for Platinum Plus's criminal contempt, the Court imposes a one hundred thousand dollar (\$100,000.00) sanction against Platinum Plus.
 - a. In imposing this sanction, the Court is cognizant that in the 2015 Order, the parties agreed to Defendants making monetary payments in an aggregate sum of sixty-six thousand dollars (\$66,000.00). A portion was paid to the Solicitors' Office for attorney fees and costs and a portion was to be paid to a local non-profit organization.
 - b. Despite the imposition of such voluntary payments, the evidence of record demonstrated Platinum Plus resumed blatant and repeated conduct at the Subject Property in clear and repeated violation of the 2015 Order within only one week of re-opening. As a result, the Court finds an enhancement of what Platinum Plus should be sanctioned under this Order is appropriate to uphold the integrity of the Court's Order and to promote proper deterrence against a repeat in such conduct in the future.²⁴
 - c. In the present contempt action, the Solicitor does not seek attorney fees or costs. As such, the Court finds that the monetary sanction should inure to the benefit of the citizens of Greenville County since the Nuisance Statute this action is founded upon ultimately inures to the benefit of the public. Therefore, the Court finds that Platinum Plus shall pay the one hundred thousand dollars (\$100,000.00) in certified funds to the Clerk of Court within 30 days of this Order and that the monies shall be used by the Greenville County Sheriff's Office (the only local law enforcement agency with county-wide jurisdiction) in procuring body cameras for its uniform patrol officers. This will provide a benefit to the citizens of Greenville County, while also protecting our committed and dedicated law enforcement officers.
2. **Injunction Against Business Operations.** As a further sanction for Platinum Plus's criminal contempt, the Court enjoins Platinum Plus, as operated by Elephant, Inc., from continuing its business operations for a period of one-hundred and eighty (180) consecutive days ("Injunction Period"). This is the closure period sought by the State.
 - a. Platinum Plus, by and through Elephant, Inc., shall have fourteen (14) days following the issuance of this Order and its receipt by defense counsel to wind-down ("Wind-down Period") and cease Platinum Plus's operations, as operated by Elephant, Inc., at 805 Frontage Road in Greenville, South Carolina 29615 ("Subject Property").
 - b. Absent further Court Order, Platinum Plus shall remain closed and shall not resume operations at the Subject Property or any other location during the Injunction Period.

²⁴ Pursuant to an affidavit by Gaines dated 4/24/15, Platinum Plus served over 100,000 patrons annually, employed 53 full-time employees and, in 2014, "purchased more than \$3,000,000.00 in goods and services from the local economy." Clearly, Platinum Plus generates substantial sums of revenue and has the ability to pay the sanction.

- c. By five p.m. on the day after the Wind-Down Period expires ("Closure Date"), the Greenville County Sheriff's Office ("GCSO") shall post a laminated notice (size to be 11 x 14 inches) on all exterior doors of the Subject Property in substantially the same form as **Attachment A**.
 - d. By five p.m. on the Closure Date, GCSO shall take reasonable measures to secure all exterior doors of the Subject Property and limit ingress and egress to the Subject Property's parking lot. Beginning at nine a.m. on the Closure Date, Platinum Plus shall provide GCSO access to the Subject Property to commence implementing the directives of this Order.
 - e. Beginning on the Closure Date and continuing for the duration of the Injunction Period, no individual (except for routine/emergency maintenance) shall gain access to the Subject Property without written approval of the Solicitor's Office or written permission of the Court outlining the terms and conditions of the same.
 - f. Individuals found guilty of violating this Order shall be subject to the Court's contempt powers and subject to monetary fines, imprisonment, or both.
3. **Extension of Mandatory Monitoring.** As a sanction for Platinum Plus's criminal contempt, the Court extends the mandatory enhanced monitoring provisions set forth in the 2015 Order ("Extended Monitoring Period").
- a. After expiration of the Injunction Period, the Extended Monitoring Period shall commence upon the date when Platinum Plus re-opens to the public, if in fact it does, and shall continue for a period of twelve (12) months.
 - b. The terms and conditions applicable to the Extended Monitoring Period shall be the same as those set forth in Paragraph V(A) & (B) on pages 6 & 7 of the 2015 Order.
 - c. At least 30 days prior to any planned re-opening by Platinum Plus, and consistent with Paragraph V(B)(3), Platinum Plus shall pay the sum of six thousand five hundred (\$6500.00) into an escrow account designated by the GCSO to pay all costs and fees arising out of the work done by the Independent Monitors during this Extended Monitoring Period. The Court finds this to be an appropriate amount in that this is the same amount and term the parties agreed to in the 2015 Order.

B. Civil Contempt Sanctions:

- 1. The Court incorporates herein by reference Paragraph 2 (Injunction Against Business Operations) and Paragraph 3 (Extension of Enhanced Monitoring), above.

2. The Court alternatively re-imposes the sanctions set forth in Paragraphs 2 & 3 *verbatim* as appropriate sanctions for Platinum Plus's civil contempt.
 - a. In light of the fact that the State is a party to this action, the Court finds such sanctions serve the remedial purpose of delivering to the Solicitor the benefits contemplated by the 2015 Order, namely, upholding the integrity of this Court's Order, the abatement of the public nuisance at the Subject Property and compliance with state law, local ordinance, and prior order of this Court.
 - b. Platinum Plus's non-compliance with the 2015 Order deprived the State of such benefits.
 - c. The Court finds imposition of such sanctions, in this case, restores to the State, in remedial fashion, the agreed upon reciprocal benefits set forth in the 2015 Order, which Defendants failed to deliver and/or comply with.

C. Notice to Defendants Concerning Future Violations:

1. The Court provides notice to both Defendants that any future willful violations of the 2015 Order or interrelated Orders shall result in additional sanctions for contempt.
2. Such sanctions may include additional monetary sanctions, imprisonment, and a substantial likelihood that Platinum Plus will be permanently shut-down.

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ATTACHMENT A

PURSUANT TO COURT ORDER, THIS BUSINESS IS CLOSED UNTIL FURTHER ORDER. SEE, 2015-23-02597.

VIOLATION OF THIS ORDER MAY RESULT IN CONTEMPT OF COURT, INCLUDING MONETARY FINES, JAIL, OR BOTH.

A COPY OF THE COURT ORDER MAY BE OBTAINED FROM THE GREENVILLE COUNTY CLERK OF COURT, 305 EAST NORTH STREET GREENVILLE, SC 29601.



Greenville Common Pleas

Case Caption: South Carolina State Of vs. Elephant Inc , defendant, et al
Case Number: 2015CP2302597
Type: Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2016-07-27 08:44:57 page 18 of 18

ELECTRONICALLY FILED - 2016 Jul 27 10:24 AM - GREENVILLE - COMMON PLEAS - CASE#2015CP2302597

STATE OF SOUTH CAROLINA
CLERK OF COURT
GREENVILLE CO. S.C.

COUNTY OF Greenville
State of South Carolina on the relation
of William Walter Wilkins, III, Plaintiff
the Thirteenth Judicial Circuit Plaintiff(s)

vs.

Elephant, Inc. and Frontage Road Associates, Inc.,
Defendant(s)

(Please Print)

Submitted By: Lane W. Davis

Address: Nelson Mullins
104 S. Main St. 19th Floor
Greenville, S.C. 29601

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP-

2015-CP-23-02597

SC Bar #: 68796
Telephone #: 864-250-2245
Fax #: 864-232-2925
Other:
E-mail: Lane.Davis@NelsonMullins.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.
☐ 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)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 ____-NI____ ☐ 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 of 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 Commission (990) ☐ Employment Security Commission (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) ☐ Sexual Predator (510)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Foreign Subpoenas (650) ☐ Motion to Quash Subpoena in Out-of-County Action (660)		

Submitting Party Signature: LWD

Date: 4/17/2015

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.

SCCA / 234 (10/2014)

Page 1 of 2

ROA 000087

FOR MANDATED ADR COUNTIES ONLY

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

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

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

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED-CLERK OF COURT
IN THE COURT OF COMMON PLEAS
GREENVILLE CO. S.C.
PAUL B. WICK
THIRTEENTH JUDICIAL CIRCUIT

2015 APR 17 PM 1 13

State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
the Thirteenth Judicial Circuit,)

C.A. No.

Petitioner,)

2015-CP-23- 02597

vs.)

VERIFIED PETITION

Elephant, Inc. and Frontage Road)
Associates, Inc.,)

Respondents.)

Petitioner would respectfully show the Court as follows:

PARTIES

1. Petitioner, William Walter Wilkins, III, is the duly elected Solicitor for the Thirteenth Judicial Circuit of the State of South Carolina (hereinafter as "the Solicitor").
2. Respondent, Elephant, Inc. ("EI"), is a South Carolina corporation doing business at 805 Frontage Road in Greenville, South Carolina ("Subject Property").
3. Respondent, Frontage Road Associates, Inc. ("FRA"), is a South Carolina corporation. FRA owns the Subject Property.
4. EI and FRA are treated collectively herein as "Platinum Plus."

NATURE OF THE ACTION

5. The Solicitor brings this action in the name of the State of South Carolina pursuant to South Carolina Code §§15-43-10 *et seq.*

6. This action is brought for the purpose of temporarily and permanently enjoining and abating a certain public and common nuisance as defined by South Carolina Code §§15-43-10 *et seq.* ("Nuisance Statute") existing and operating as an adult entertainment club at the Subject Property.

VERIFIED FACTUAL BACKGROUND

The Investigation

7. On April 4, 2014, the Greenville County Sheriff's Office ("GCSO") began investigating reports of illegal prostitution and lewd and lascivious acts occurring at the Subject Property.¹
8. The investigation lasted for nearly a year and included over fifteen (15) undercover visits to the Subject Property.
9. During the course of the investigation, GCSO unearthed abundant evidence demonstrating a pattern of serial unlawful conduct at Platinum Plus including but not limited to the following:
- a. Promises by strippers that if customers paid to enter Platinum Plus's upstairs area (dubbed the "Champagne Room") they would not leave sexually frustrated;
 - b. Strippers performing lewd and lascivious acts such as: rubbing their vaginas in customers' faces; inserting their fingers in their vaginas and waiving them below customers' noses; inserting their fingers in their vaginas and putting their fingers in their mouths; inserting their fingers in their vaginas and putting their fingers in the customers' mouths; sitting on customers' faces; and humming or vibrating with their mouths on customers' clothed penises;
 - c. Strippers performing oral sex on one another in exchange for money;
 - d. Offers by strippers to have sexual intercourse at Platinum Plus in exchange for money;
 - e. Offers by strippers to perform oral sex at Platinum Plus in exchange for money;

¹ In further support of the Verified Petition, Petitioner attaches and incorporates by reference the Affidavit of Robert Curtis as **Attachment 1**.

- f. Offers by strippers—while at the club--to have sexual intercourse with customers outside of Platinum Plus in exchange for money;
- g. Strippers digitally penetrating their vaginas and anuses in exchange for money;
- h. Strippers digitally penetrating the vaginas of one another in exchange for money;
- i. Full exposure of strippers' vaginas to customers in exchange for money;
- j. Full exposure of strippers' buttocks to customers in exchange for money;
- k. Manipulation and masturbation of strippers' vaginal areas in exchange for money;
- l. Strippers fondling, sucking, and licking each other's nipples and breasts;
- m. Placement of customers' hands on the breasts and buttocks of customers in exchange for money;
- n. Touching and rubbing of customers' crotch areas by strippers;
- o. Simulation of oral sex by strippers on patrons;
- p. Simulation of oral sex by strippers on other strippers;
- q. Exposing of bare breasts and grinding of the vaginal area of strippers to patrons' penises;
- r. Exposing of the buttocks of strippers directly to the face of patrons;
- s. Strippers making plans or appointments with customers for later dates when they would be working at Platinum Plus at which time they would then perform acts of prostitution or lewd and lascivious acts;
- t. The service and consumption of alcohol by strippers under the age of twenty-one years of age;
- u. The service of alcohol to customers after midnight on a Saturday night;
- v. The presence of a gentlemen identified as a pimp who used Platinum Plus as a recruiting ground to induce strippers to become prostitutes;
- w. A stripper facilitating the terms for the sale of an ounce of marijuana, a Schedule I Controlled Substance, to be delivered outside of Platinum Plus, the sale of which was then consummated by an undercover GCSO officer;
- x. A stripper admitting she often supplied Adderall, a Schedule II Controlled Substance, to other strippers so as to keep the strippers up all night long.

10. Of note, most or all of the sexually related acts set forth above (treated hereinafter as "Sex Acts") were not isolated occurrences. The Sex Acts serially occurred at Platinum Plus over the fifteen (15) or more visits to the Subject Property by GCSO undercover officers.

Sworn Statements Made By Strippers

11. Due to the aforementioned conduct (*see supra* at ¶9(a)-(x)), beginning on March 27, 2015 (and continuing thereafter), GCSO commenced serving arrest warrants on twenty or more individuals, including strippers and other Platinum Plus employees.
12. During the regular and ordinary course of the investigation, resulting arrests, and pursuant to state and local law, GCSO obtained sworn statements from a number of individuals including but not limited to:
- Tara Lynn Whiteside ("Whiteside"), a champagne hostess at Platinum Plus; Whiteside's sworn statement is attached hereto as **Attachment 1, Exhibit C-1** and incorporated herein by reference;
 - Micah Nicole Dobbins ("Dobbins"), a stripper at Platinum Plus; Dobbins' sworn statement is attached hereto as **Attachment 1, Exhibit C-2** and incorporated herein by reference;
 - Brittany Caroline Neal ("Neal"), a stripper at Platinum Plus; Neal's sworn statement is attached hereto as **Attachment 1, Exhibit C-3** and incorporated herein by reference;
 - Jordyn Nicole Sierra ("Sierra"), a stripper at Platinum Plus; Sierra's sworn statement is attached hereto as **Attachment 1, Exhibit C-4** and incorporated herein by reference;
 - Stephanie Renee Turner ("Turner"), a stripper at Platinum Plus; Turner's sworn statement is attached hereto as **Attachment 1, Exhibit C-5** and incorporated herein by reference;

- Ashley Walker ("Walker"), a stripper at Platinum Plus; Walker's sworn statement is attached hereto as Attachment 1, Exhibit C-6;
- Alicia Howard ("Howard"), a stripper at Platinum Plus; Howard's sworn statement is attached hereto as Attachment 1, Exhibit C-7;
- Marissa R. Porter ("Porter"), a stripper at Platinum Plus; Porter's sworn statement is attached hereto as Attachment 1, Exhibit C-8.

13. The sworn statements of Whiteside, Dobbins, Neal, Sierra, Turner, Walker, Howard, and Porter substantiate the factual allegations set forth herein.

The Whiteside Statement

14. According to her sworn statement, Tara Whiteside worked at Platinum Plus for six (6) years. (Attach. 1, Ex. C-1, Whiteside Statement, p.1.) As a Champagne Room hostess, Whiteside confirmed her personal knowledge that "prostitution does occur at" Platinum Plus. (*Id.*) In this regard, Whiteside confirmed *inter alia*: seeing customers "performing oral sex on dancers..."; customers exposing their penises; and finding condoms in the Champagne Room. (*Id.*)
15. Whiteside further confirmed personally seeing strippers "expose their vaginas to customers more than one hundred times." (*Id.*) To Whiteside's knowledge, "no action was taken by [Platinum Plus] to prevent this." (*Id.*) Whiteside confirmed the belief that the other Champagne Room hostesses (Kerri Barnette, Crystal Bullock, and Elizabeth Belmonte) and Champagne Room Manager (Michael Hughey) have also seen strippers expose their vaginas to customers. (*Id.*)
16. Whiteside confirmed that "there are certain acts that" Platinum Plus simply ignores such as: "dancers exposing their private areas, women touching men's penises through their pants, the touching and sucking of [strippers'] breasts by patrons, and dancers touching other dancers

through their clothes." (*Id.*)

The Dobbins Statement

17. Micah Dobbins has worked as a stripper at Platinum Plus for nearly two years. (Attach. 1, Ex. C-2, Dobbins Statement, p. 1.)⁶ According to Dobbins, Platinum Plus never told her "what [she] could or could not do to [herself] or [her] client." (*Id.*) Dobbins confirmed personally seeing: strippers fondling each others' breasts; touching each others vaginas outside of the g-string or in a "manner simulating masturbation"; grinding their buttocks on client's laps; and allowing clients to kiss their breasts. (*Id.*)
18. Dobbins also admitted that: she performed oral sex on another stripper; she used her buttocks to grind on clients' laps; simulated masturbation; exposed her vagina to customers; touched her vagina while dancing for customers; kissed other strippers; fondled other strippers; kissed other strippers' breasts; and performed a simulated oral sex act on other strippers called the "vibration." (*Id.*)
19. According to Dobbins, no Platinum Plus manager ever told her not to perform these acts, although she could "not see any possible way a manger or other [Platinum Plus] employee could not see these acts..." (*Id.*) Dobbins noted: "The Champagne Room is open and the host, bouncer, and/or manager can see the acts being committed in all rooms (couch areas) from the bar area." (*Id.*)

The Neal Statement

20. Brittany Caroline Neal has worked as a stripper at Platinum Plus for eight years. (Attach. 1, Ex. C-3, p. 1.) Neal confirmed Platinum Plus's management and employees witnessed sex acts and that anyone physically in the Champagne Room can witness the sex acts taking place. (*Id.*) ("Do

you think the managers know what's going on? Yes."))

21. Neal admitted that she had performed oral sex on another stripper in the Champagne Room "without Platinum staff saying anything about it." (*Id.*) Neal also admitted that she touched herself in the Champagne Room approximately 10 times. (*Id.*) Neal conceded she had unbuttoned customers' pants and "played with them through their underwear." (*Id.* at 2.) According to Neal's sworn statement, Champagne Room Manager Michael Hughey "walked in on a sex act" on one occasion but "nothing" happened. (*Id.* at 1-2.) On that occasion, Neal was revealing her "privates and playing with [her] privates" directly in the undersigned's face. (*Id.* at 2.)
22. Neal also confirmed the consumption of alcohol by strippers under the age of twenty-one. (*Id.* at 3.)

The Sierra Statement

23. Jordyn Nicole Sierra has worked at Platinum Plus for nearly a year. (Attach. 1, Ex. C-4, p. 1.) She is nineteen years old. (*Id.*) According to Sierra, Platinum Plus did not tell the strippers "that prostitution was not allowed." (*Id.*) Sierra could not say "[she hasn't] done any sex acts in the club." (*Id.*) Indeed, Sierra admitted she had stuck her "hands down [her] pants" and "pull[ed] [her] underwear down" in the Champagne Room. (*Id.*)
24. Sierra also confirmed seeing "other girls groping" and "grabbing [the] genitals" of customers. (*Id.* at 2.) On one occasion, Sierra even saw another stripper on a side stage "pull her panties to the side and...finger[] herself." (*Id.*) Sierra stated that yet another Stripper named Piper had "sex in the champagne room." (*Id.*) Yet another girl named Michelle gave "a customer a blow-job" but still works for Platinum Plus. (*Id.*)
25. Sierra reported her belief that Brett Mehnen, Platinum Plus's manager, was "sleeping with

[strippers] to have them pay for their tip-out." (*Id.*) When she inquired about the same, the nineteen year old was "threatened with [her] job not to talk about Brett sleeping with girls." (*Id.*)

26. According to Sierra, "the club knew that [she] was 19 and drinking alcohol." (*Id.*) Platinum Plus "only really enforces the drinking on Friday and Saturdays" and really doesn't "care if [minors] drink in the Champagne Room." (*Id.* at 2.)

The Turner Statement

27. Stephanie Renee Turner has worked as a stripper at Platinum Plus since 2011. (Attach. 1, Ex. C-5, Turner Statement, p.1.) Turner has seen "girls masturbating guys through [their] pants ever since [she] started." (*Id.* at 1.) Turner herself has masturbated guys in this manner and has "been seen doing it but no one has ever stopped it." (*Id.*) Turner has "also done the humming thing on a man's penis through his pants and [Platinum Plus has] seen [her] do it and never stopped [her]." (*Id.*)
28. According to Turner, she has "seen girls in there getting fingered and stuff." (*Id.*) "There have been girls kissing, and rubbing on each other all the time in there." (*Id.*) But Platinum Plus doesn't "pay attention to that stuff or stop it when they see it." (*Id.*) Turner has "seen girls licking on each other's boobs" and has seen "girls kissing customers on the mouth" but "nobody ever said anything about it." (*Id.*) Customers have "brought vibrators and dildos in their pockets and tried to get [Sierra] to use them." (*Id.*) She has also seen "condoms in the couch room in the club before." (*Id.*)

The Walker Statement

29. Ashley Walker started working as a stripper for Platinum Plus 5 years ago. (Exhibit C-6, p. 1.) According to Walker, Platinum Plus never told her what she could and could not do.

- (*Id.*) Walker learned by watching others. (*Id.*) Walker started performing Sex Acts because she wasn't making any money and saw other girls doing it to make money. (*Id.*)
30. When Walker first started performing Sex Acts for money at Platinum Plus, she drank heavily to make it easier. (*Id.*) On one occasion, Walker drank so much she crashed her car on the way home from the club. (*Id.*) The crash caused Walker to be in a coma for three days. (*Id.*) On the night of the accident, a Platinum Plus employee walked Walker to her car. (*Id.*) Despite her extremely intoxicated state, Platinum Plus facilitated and allowed Walker to drive home. (*Id.*)
31. Walker admitted she had shown her vagina and let customers touch it. (*Id.*) Walker also conceded: she has performed oral sex, given "hand jobs through the pants," grinded on customers until they ejaculated; and even "had full on sexual intercourse" in the Champagne Room. (*Id.*)
32. On one occasion, Walker was caught performing oral sex on a customer. (*Id.*) As a result, a Platinum Plus manager named Tim Ford (along with a bouncer named Brandon), demanded Walker pay them more money as tips if she wanted to stay working at Platinum Plus. (*Id.*) From then on, Walker increased how much she tipped them out from \$5.00 to \$20.00 a night. (*Id.*) After that, no one ever raised the issue to Walker again and she has worked at Platinum Plus since. (*Id.*)
33. Walker confirmed seeing strippers having sexual intercourse, performing oral sex, being masturbated by customers, and masturbating themselves at Platinum Plus. (*Id.*) Walker admitted that every time she went into the Champagne Room she performed a Sex Act up there. (*Id.*) No one at Platinum Plus ever told her to stop. (*Id.*) Walker cannot see how Platinum Plus management did not know. (*Id.*)

34. Walker also confirmed seeing two strippers performing oral sex on each other while with two individuals she now knows were undercover GCSO Deputy Sheriffs. (*Id.*) Walker admitted she showed her vagina to an undercover GCSO Deputy Sheriff. (*Id.*)
35. On yet another occasion, Walker witnessed a stripper masturbating a customer. (*Id.*) A nearby bouncer told her the stripper paid him enough not to interfere. (*Id.*)
36. Walker also witnessed Platinum Plus serving alcohol on Sundays. (*Id.*)

The Howard Statement

37. Alicia Howard has worked at Platinum Plus since March of 2014. (Exhibit C-7, p. 1.) Howard began working as a stripper at Platinum Plus on the weekends. (*Id.*) Howard made between \$400.00 to \$500.00 a night dancing at Platinum Plus. (*Id.*) Howard was required to pay management \$40.00 every night. (*Id.*)
38. Howard admitted: straddling an undercover GCSO agent, standing over the undercover GCSO agent, placing her vagina in the undercover GCSO agent's face, rubbing the undercover agent's penis through the clothing, and touching herself over her thong. (*Id.*) Howard also admitted offering an undercover GCSO agent to perform "girl on girl" action at a hotel for a sum of \$500.00. (*Id.* at 2.) This offer occurred while Howard worked at Platinum Plus. (*Id.*)
39. Howard witnessed other strippers showing their vaginas to customers, masturbating in front of them, and performing oral sex on customers. (*Id.* at 2.) According to Howard, Platinum Plus's managers would roam through the Champagne Room and see the Sex Acts but never said anything. (*Id.*)
40. At one point, Howard learned one of the female employees who sold shots at Platinum Plus was spared from being fired because she performed oral sex on the General Manager, Brett

Mehner. (*Id.*) Howard also admitted that there were numerous occasions when strippers were caught by management performing Sex Acts on customers; management would fire them only to re-hire them a week or so later. (*Id.*) For example, on one occasion, a girl named Bene was caught having sex with a customer. (*Id.*) Platinum Plus initially fired Bene only to rehire her within a week or two. (*Id.*)

41. Howard also admitted Platinum Plus would sell shots (alcoholic beverages) after midnight Saturday and early Sunday mornings in the VIP area to customers they knew. (*Id.*)

The Porter Statement

42. Marissa R. Porter worked as a "shot girl" at Platinum Plus. (Ex. C-8, p. 1.) She began her employment in November of 2014. (*Id.*) As a shot girl, it was a "known thing" that Porter drank her own shots and was never told to stop, even though she was under twenty-one years of age. (*Id.*)
43. While working at Platinum Plus, Porter witnessed: underage drinking, girl on girl action (even on the main stage), strippers rubbing guy's crotches through their pants, and strippers putting their mouths on guys' crotches through their pants. (*Id.*) On one occasion, Porter witnessed a stripper hand a customer's money to a bouncer informing the bouncer it was for oral sex. (*Id.*) The stripper then entered the couch room with the customer, where she was not allowed to go. (*Id.*)
44. According to Porter, Platinum Plus's management held a meeting on the Sunday following the initial arrests. (*Id.*) During the meeting, Platinum Plus's managers "told [the attendees] that [GCSO] did not have a big case because only three were arrested, but in Memphis they arrested a bunch more." (*Id.*)
45. Porter related that Platinum Plus's management: "also told us that it was not a big deal and

everything would go back to normal in a couple of weeks. They told us not to worry about it." (*Id.*)

Video Footage

46. During the ordinary and regular course of its investigation, GCSO seized surveillance footage from a security camera owned and operated by Platinum Plus. The video footage is attached hereto as **Attachment 1, Exhibit D** and incorporated herein by reference. (Attachment 1, Exhibit D).

47. The attached video footage provides an example of the type of Sex Acts observed by GCSO's Deputy Sheriffs. At one point during the footage, a stripper performs oral sex on another stripper in the main room of Platinum Plus.

48. In this way, Platinum Plus's own video footage confirms and substantiates the allegations set forth herein.

INSTITUTIONAL INVOLVEMENT OF PLATINUM PLUS

49. As set out above, Platinum Plus maintains and promotes the Champagne Room, which is an isolated upstairs area of the Subject Property where Sex Acts can and do routinely occur.

50. To enter the Champagne Room, customers must pay two separate amounts. First, customers must pay Platinum Plus no less than \$300.00 to buy a bottle of champagne ("Champagne Fee") worth only a fraction of that amount. (*See also* Attach. 1, Ex. C-1, Whiteside Statement, p. 1.) Second, customers must negotiate directly with strippers an amount which they agree to pay for an hour of the stripper's time in the Champagne Room ("Stripper Fee"). (*See also id.*)

51. Strippers routinely induce customers to pay to go to the Champagne Room with promises they will perform Sex Acts. Promises of Sex Acts allow the strippers to negotiate the highest possible Stripper Fee. The Solicitor has set out above (*see supra* at ¶9(a)-(x)), an illustrative,

but non-exhaustive list, of Sex Acts witnessed by GCSO's undercover agents at Platinum Plus. Usually such Sex Acts occurred in the Champagne Room but also occasionally spilled into other parts of the club, including the main club area.

52. Once the customer and stripper have agreed upon a Stripper Fee, Platinum Plus actually facilitates the money exchanged between the customer and stripper. (*See also* Ex. C-1, Whiteside Statement, p. 1.) To do this, a Champagne Room hostess inquires about the agreed upon Stripper Fee, takes the money from the customer, counts it, and only then does the stripper receive the Stripper Fee. (*See also* Ex. C-1, Whiteside Statement, p. 1.) In instances where the customer pays with a credit card, Platinum Plus accepts and processes the credit card *via* wire and then retains the Champagne Fee while facilitating payment of the balance to the stripper as the Stripper Fee. (*See, e.g.*, Attach. 1, Ex. C-3, Neal Statement, p. 2.)
53. Once in the Champagne Room, strippers routinely engage in Sex Acts. (*See supra* at ¶9(a)-(x).) Managers at Platinum Plus know about the Sex Acts but choose to ignore the conduct and take no measures to stop the same. (*See, e.g.*, Attach. 1, Ex. C-1, Whiteside Statement, p.1 ("[N]o action was taken by [Platinum Plus] to prevent this.") Of note, once upstairs, the Champagne Room does not provide sufficient privacy for Platinum Plus's management to remain unaware of the Sex Acts occurring. (*See also* Attach. 1, Ex. C-2, Dobbins Statement, p.1.)
54. Also as noted above, the manager of the Champagne Room is Michael Hughey. Hughey routinely sits at the Champagne Room's private bar while strippers dance. From the private bar, Hughey has a view of the Champagne Room's booths. GCSO undercover agents witnessed Hughey observing Sex Acts in the Champagne Room while taking no action to stop such conduct. In addition, on several occasions, Hughey (as well as Tara Whiteside) helped identify strippers who he believed would show undercover agents the best time.

55. Beyond merely turning a blind eye to the Sex Acts occurring in the Champagne Room, Platinum Plus financially incentivizes strippers to convince customers to purchase time in the Champagne Room. Strippers receive vouchers from Platinum Plus used to offset the fees they would otherwise have to pay such as tip-outs and floor fees. Platinum Plus also promotes a contest for the stripper garnering the most Champagne Room dances. The winner receives a private dressing room for a month.
56. Strippers also report that Platinum Plus managers and bouncers demand more money from them in "tip-outs" if they are caught performing Sex Acts. In exchange for payment, the managers and bouncers turn a "blind-eye" to the illegal conduct.
57. In short, Platinum Plus: provides the Champagne Room as a venue for the Sex Acts to occur; derives substantial profits from the Champagne Room; facilitates the exchange of money between strippers and customers in relation to the Champagne Room; turns a blind eye to the Sex Acts occurring in the Champagne Room; and creates financial incentives for strippers to continue promoting the Champagne Room thereby permitting and causing the Sex Acts to be serially repeated.
58. Platinum Plus has—as a result of the foregoing—gained a reputation in the community as a venue where Sex Acts routinely occur. (See, e.g., Attach. 1, Ex. F.)
59. Accordingly, Platinum Plus's misconduct has created a scenario whereby it maintains, uses, and owns the Subject Property for purposes of lewdness, lasciviousness, assignation, prostitution, and—in some instances—unlawful possession and sale of controlled substances.²

VIOLATION OF SOUTH CAROLINA CODE & PUBLIC NUISANCE

60. Based upon its acts and omissions, Platinum Plus's business operations and the Subject Property

² Because the remaining paragraphs include legal allegations, the Verification of the Factual Background ends with this Paragraph.

constitute a nuisance as that term is defined by S.C. Code S.C. Code §15-43-10 *et seq.*

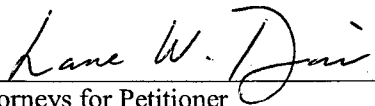
61. On March 27, 2015, the Solicitor served written notice of the nuisance on Respondents EI and FRA, the entities and persons responsible for owning and operating Platinum Plus at the Subject Property. A true and accurate copy of the correspondence is attached hereto as **Attachment 2** and incorporated herein by reference.
62. Platinum Plus thereafter failed to abate the nuisance in the manner provided by the Nuisance Statute; the nuisance, therefore, persists.
63. In addition, the aforementioned evidence demonstrates the misconduct occurring at Platinum Plus as both serial and systematic, involving all levels of Platinum Plus personnel including management. The business, the business's policies, and the business's management create, promote, and constitute a nuisance.
64. Platinum Plus's misconduct occurred and persist despite contrary state and local laws and a prior Court Order. To make matters worse, Platinum Plus's management has already told employees not to worry because "business as usual" will return once the dust settles.
65. As a consequence, the Solicitor has brought the instant action to enjoin the continuation of the nuisance at the Subject Property as provided by the Nuisance Statute.

WHEREFORE, Petitioner prays for the following relief:

- A. To enjoin and restrain the above-named Defendants and their agents, servants, subordinates, and employees from using, maintaining, and assisting in the use and maintenance of Platinum Plus, as a place where the alleged conduct, acts and public nuisance are carried out in violation of South Carolina Code §§15-43-10 *et seq.*;
- B. To direct and command the Greenville County Sheriff or his representative to abate the public and common nuisance now existing on the premises and to close the same and take possession of all the furniture, equipment, fixtures, and other property now used on the premises in connection with the violation alleged above as constituting a nuisance and to remove all of the same to a place of safekeeping to await further Order of this Court;

- C. To issue a temporary injunction, pursuant to South Carolina Code §§15-43-10 *et seq.*, restraining Respondents from conducting or permitting the continuance of the nuisance and to order that the building and premises be closed until the conclusion of the trial of this case;
- D. To issue a temporary injunction restraining Respondents, and their agents, servants, subordinates, and employees and all persons, from removing or in any way interfering with the furniture, equipment fixtures and other property used in connection with the violation of South Carolina Code §§15-43-10 *et seq.*
- E. To enter a decree perpetually restraining Respondents and their agents, servants, subordinates, employees and each and every one of them, from maintaining or permitting the nuisance and from using the premises or buildings in which the same is maintained for any purpose for a period of one year, and perpetually restraining Respondents their agents, servants, subordinates, and employees, from maintaining any such nuisance within the State of South Carolina;
- F. To enter an Order of abatement as part of this decree, which order shall direct Greenville County Sheriff's Office to remove from the building or premises all fixtures and moveable property used in conducting or aiding or abetting the nuisance and to sell the same in the manner provided by law for the sale of personal property, and to close the building or premises or such place against its use for the purpose and to keep it closed for a period of one year;
- G. To order and direct that service of any orders in this matter, temporary or perpetual, on the employees and affiliates of Respondents be accomplished by posting a copy of the Order in plain view on the main front door entrance of the club;
- H. To order Respondents to pay the costs incurred by the Petitioner in abating the public nuisance;
- I. For such other relief as this Court may deem just and proper.

Respectfully submitted,


Attorneys for Petitioner

Lane W. Davis
Special Prosecutor, Office of the Solicitor
13th Judicial Circuit
Nelson Mullins Riley & Scarborough, LLP
Poinsett Plaza/9th Floor

104 S. Main Street
Greenville, S.C. 29601
Tel: 864-250-2245
Fax: 864-232-2925
Lane.Davis@NelsonMullins.com

W. Walter Wilkins, III, Solicitor
Andrew Culbreath, Asst. Solicitor
Thirteenth Judicial Circuit
Greenville County Courthouse
305 E. North Street, Suite 325
Greenville, S.C. 29601

Greenville, South Carolina

April 17th, 2015

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT

State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
the Thirteenth Judicial Circuit,)

C.A. No.

Plaintiff,)

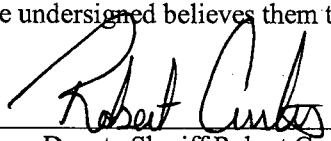
vs.)

VERIFICATION

Elephant, Inc. and Frontage Road)
Associates, Inc.,)

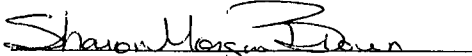
Defendants.)

Personally appeared before me, Robert Curtis, who being duly sworn, deposes, and states: that he is a Deputy Sheriff for the Greenville County Sheriff's Office; that he has read the attached Petition, that the statements contained in that portion of the Petition entitled "Verified Factual Background" are true and correct as to his own knowledge, except as to those allegations (if any) that are based upon information and belief. And, as to the allegations based upon information and belief (if any), the undersigned believes them to be true and correct.


Deputy Sheriff Robert Curtis

SWORN TO before me this

17th day of April, 2015.


Notary Public for South Carolina

My Commission Expires: Dec 10, 2020
(SEAL)

FILED-CLERK OF COURT
STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
GREENVILLE CO. S.C.
PAUL B. WICKENS
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT

2015 APR 17 PM 1 13

State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
the Thirteenth Judicial Circuit,)

C.A. No.

Plaintiff,)

2015-CP-23-02597

vs.)

**AFFIDAVIT OF
ROBERT CURTIS**

Elephant, Inc. and Frontage Road)
Associates, Inc.,)

Defendants.)

Personally appeared before me, the undersigned, who, being duly sworn, states as follows:

1. My name is Robert Curtis. I am over the age of eighteen (18) years old. I am of sound mind and I am competent to execute this affidavit. The content of this affidavit is based upon my personal knowledge unless otherwise indicated.
2. I am employed by the Greenville County Sheriff's Office ("GCSO") as a Deputy Sheriff and serve on the Special Weapons and Tactics ("SWAT") Team. I started working for GCSO in March of 1999. During my tenure with GCSO, I have worked in various capacities including a three year stint as a Sergeant. I have also participated in over two hundred (200) prostitution investigations.
3. Between October of 2009 and October of 2010, I left the GCSO to work as an advisor in the Kandahar Regional Training Center in Kandahar, Afghanistan where I instructed Afghani National Police Recruits in Tactical Training. After returning from Afghanistan, I resumed employment with GCSO.

THE INVESTIGATION

4. On April 4, 2014, I was assigned, along with another officer, to investigate the business operating at 805 Frontage Road in Greenville, South Carolina ("Subject Property"). The investigation lasted for nearly a year and included over fifteen (15) undercover visits to the Subject Property.
5. The purpose of the investigation was to investigate whether illegal prostitution was occurring at the Subject Property.

The Business Operator

6. Pursuant to Greenville County Ordinance No. 4277 and in the normal and ordinary course of business, Greenville County maintains public records identifying business registrants operating in Greenville County.
7. Greenville County's Business Registration records identify a South Carolina corporation named Elephant, Inc. ("EI") as the operator of the business located at the Subject Property. EI operates under the business name "Platinum Plus." A true and accurate copy of EI's Business Registration Applications are attached hereto as **Exhibit A** and are incorporated herein by reference.

The Real Property Owner

8. Greenville County property records indicate the owner of the Subject Property as Frontage Road Associates, Inc. ("FRA") (EI and FRA treated collectively herein as "Platinum Plus.") A true and accurate copy of Greenville County's property records, as maintained in the regular and ordinary course of business and pursuant to applicable law, are attached hereto as **Exhibit B** and are incorporated herein by reference.

**Prostitution, Lewd and Lascivious Acts, and Other
Unlawful Acts Witnessed at Platinum Plus**

9. During the course of GCSO's investigation, I personally observed serial unlawful conduct at Platinum Plus including but not limited to the following:

- Promises by strippers that if customers paid to enter Platinum Plus's upstairs area (dubbed the "Champagne Room") they would not leave sexually frustrated;
- Strippers' performing lewd and lascivious acts such as: rubbing their vaginas in customers' faces; inserting their fingers in their vaginas and waiving them below customers' noses; inserting their fingers in their vaginas and putting their fingers in their own mouths; inserting their fingers in their vaginas and putting their fingers in customers' mouths; sitting on customers' faces; and humming or vibrating with their mouths on customers' clothed penises;
- Strippers performing oral sex on one another in exchange for money;
- Offers by strippers to have sexual intercourse at Platinum Plus in exchange for money;
- Offers by strippers to perform oral sex at Platinum Plus in exchange for money;
- Offers by strippers—while at the club—to have sexual intercourse with customers outside of Platinum Plus in exchange for money;
- Strippers digitally penetrating their vaginas and anuses in exchange for money;
- Strippers digitally penetrating the vaginas of one another in exchange for money;
- Full exposure of strippers' vaginas to customers in exchange for money;
- Full exposure of strippers' buttocks to customers in exchange for money;
- Manipulation and masturbation of strippers' vaginal areas in exchange for money;
- Strippers sucking and licking each other's nipples and breasts;
- Placement of customers' hands on the breasts and buttocks of strippers in exchange for

money;

- Touching and rubbing of customers' crotch areas by strippers;
- Simulation of oral sex by strippers on patrons;
- Simulation of oral sex by strippers on other strippers;
- Exposing of bare breasts and grinding of the vaginal area of strippers to patrons' penises;
- Exposing of the buttocks of strippers directly to the face of patrons;
- Strippers making plans or appointments with customers for later dates when they would be working at Platinum Plus at which time they would then perform acts of prostitution or lewd and lascivious acts;
- The service and consumption of alcohol by strippers and employees under the age of twenty-one years of age;
- The service of alcohol to customers after midnight on a Saturday night and in the early morning hours on a Sunday;
- The presence of a gentlemen identified as a pimp who used Platinum Plus as a recruiting ground to induce strippers to become prostitutes;
- A stripper facilitating the terms for the sale of an ounce of marijuana, a Schedule I Controlled Substance, to be delivered outside of Platinum Plus, the sale of which was then consummated by the undersigned;
- A stripper admitting she often supplied Adderall, a Schedule II Controlled Substance, to other strippers so as to keep the strippers up all night long.

10. Of note, most or all of the sexually related acts set forth above (treated hereinafter as "Sex Acts") were not isolated occurrences. The Sex Acts serially occurred at Platinum Plus over my fifteen (15) or more visits to the Subject Property as witnessed by myself and other undercover

GCSO officers.

Sworn Statements Made By Strippers

11. Due to the aforementioned conduct (*see supra* at ¶9), beginning on March 27, 2015 (and continuing thereafter), GCSO commenced serving arrest warrants on twenty or more individuals, including strippers and other employees at Platinum Plus.
12. During the regular and ordinary course of the investigation, resulting arrests, and pursuant to state and local law, GCSO obtained sworn statements from a number of individuals including but not limited to:
 - Tara Lynn Whiteside ("Whiteside"), a champagne hostess at Platinum Plus; a true and accurate copy of Whiteside's sworn statement is attached hereto as **Exhibit C-1** and incorporated herein by reference;
 - Micah Nicole Dobbins ("Dobbins"), a stripper at Platinum Plus; a true and accurate copy of Dobbins' sworn statement is attached hereto as **Exhibit C-2** and incorporated herein by reference;
 - Brittany Caroline Neal ("Neal"), a stripper at Platinum Plus; a true and accurate copy of Neal's sworn statement is attached hereto as **Exhibit C-3** and incorporated herein by reference;
 - Jordyn Nicole Sierra ("Sierra"), a stripper at Platinum Plus; a true and accurate copy of Sierra's sworn statement is attached hereto as **Exhibit C-4** and incorporated herein by reference;
 - Stephanie Renee Turner ("Turner"), a stripper at Platinum Plus; a true and accurate copy of Turner's sworn statement is attached hereto as **Exhibit C-5** and incorporated herein by reference;

- Ashley Renee Walker ("Walker"), a stripper at Platinum Plus; a true and accurate copy of Walker's sworn statement is attached as Exhibit C-6 and incorporated herein by reference;
 - Alicia Diane Howard ("Howard"), a stripper at Platinum Plus; a true and accurate copy of Howard's sworn statement is attached hereto as Exhibit C-7 and incorporated herein by reference;
 - Marissa R. Porter ("Porter"), a shot girl at Platinum Plus; a true and accurate copy of Porter's sworn statement is attached hereto as Exhibit C-8 and incorporated herein by reference.
13. The sworn statements of Whiteside, Dobbins, Neal, Sierra, Turner, Walker, Howard, and Porter, as outlined below, further substantiate the personal observations of the undersigned as set forth herein.

The Whiteside Statement

14. According to her sworn statement, Tara Whiteside worked at Platinum Plus for six (6) years. (Ex. C-1, p.1.) As a Champagne Room hostess, Whiteside confirmed her personal knowledge that "prostitution does occur at" Platinum Plus. (*Id.*) In this regard, Whiteside confirmed *inter alia*: seeing customers "performing oral sex on dancers..."; customers exposing their penises; and finding condoms in the Champagne Room. (*Id.*)
15. Whiteside further confirmed personally seeing strippers "expose their vaginas to customers more than one hundred times." (*Id.*) To Whiteside's knowledge, "no action was taken by [Platinum Plus] to prevent this." (*Id.*) Whiteside confirmed her belief that the other Champagne Room hostesses (Kerri Barnette, Crystal Bullock, and Elizabeth Belmonte) and Champagne Room Manager (Michael Hughey) have also seen strippers expose their vaginas to customers.

(Id.)

16. Whiteside confirmed that "there are certain acts that" Platinum Plus simply ignores such as: "dancers exposing their private areas, women touching men's penises through their pants, the touching and sucking of [strippers'] breasts by patrons, and dancers touching other dancers through their clothes." (Id.)

The Dobbins Statement

17. Micah Dobbins has worked as a stripper at Platinum Plus for nearly two years. (Ex. C-2, p. 1.)

According to Dobbins, Platinum Plus never told her "what [she] could or could not do to [herself] or [her] client." (Id.) Dobbins confirmed personally seeing: strippers fondling each others' breasts; touching each others vaginas outside of the g-string or in a "manner simulating masturbation"; grinding their buttocks on client's laps; and allowing clients to kiss their breasts. (Id.)

18. Dobbins also admitted that: she performed oral sex on another stripper; she used her buttocks to grind on clients' laps; simulated masturbation; exposed her vagina to customers; touched her vagina while dancing for customers; kissed other strippers; fondled other strippers; kissed other strippers' breasts; and performed a simulated oral sex act on other strippers called the "vibration." (Id.)

19. According to Dobbins, no Platinum Plus manager ever told her not to perform these acts, although she could "not see any possible way a manger or other [Platinum Plus] employee could not see these acts..." (Id.) Dobbins noted: "The Champagne Room is open and the host, bouncer, and/or manager can see the acts being committed in all rooms (couch areas) from the bar area." (Id.)

The Neal Statement

20. Brittany Caroline Neal has worked as a stripper at Platinum Plus for eight years. (Ex. C-3, p. 1.)
- Neal confirmed Platinum Plus's management and employees witnessed sex acts and that anyone physically in the Champagne Room can witness the sex acts taking place. (*Id.* ("Do you think the managers know what's going on? Yes."))
21. Neal admitted that she had performed oral sex on another stripper in the Champagne Room "without Platinum staff saying anything about it." (*Id.*) Neal also admitted that she touched herself in the Champagne Room approximately 10 times. (*Id.*) Neal conceded she had unbuttoned customers' pants and "played with them through their underwear." (*Id.* at 2.)
22. According to Neal's sworn statement, Champagne Room Manager Michael Hughey "walked in on a sex act" on one occasion but "nothing" happened. (*Id.* at 1-2.) On that specific occasion, Neal was revealing her "privates and playing with [her] privates" directly in the undersigned's face. (*Id.* at 2.)
23. Neal also confirmed the consumption of alcohol by strippers under the age of twenty-one. (*Id.* at 3.)

The Sierra Statement

24. Jordyn Nicole Sierra has worked at Platinum Plus for nearly a year. (Ex. C-4, p. 1.) She is nineteen years old. (*Id.*) According to Sierra, Platinum Plus did not tell the strippers "that prostitution was not allowed." (*Id.*)
25. Sierra could not say "[she hasn't] done any sex acts in the club." (*Id.*) Indeed, Sierra admitted she had stuck her "hands down [her] pants" and "pull[ed] [her] underwear down" in the Champagne Room. (*Id.*)
26. Sierra also confirmed seeing "other girls groping" and "grabbing [the] genitals" of customers.

(*Id.* at 2.) On one occasion, Sierra even saw another stripper on a side stage "pull her panties to the side and...finger[] herself." (*Id.*) Sierra stated that yet another Stripper named Piper had "sex in the champagne room." (*Id.*) Yet another girl named Michelle gave "a customer a blow-job" but still works for Platinum Plus. (*Id.*)

27. Sierra reported her belief that Brett Mehnen, Platinum Plus's manager, was "sleeping with [strippers] to have them pay for their tip-out." (*Id.*) When she inquired about the same, the nineteen year old was "threatened with [her] job not to talk about Brett sleeping with girls." (*Id.*)

28. According to Sierra, "the club knew that [she] was 19 and drinking alcohol." (*Id.*) Platinum Plus "only really enforces the drinking on Friday and Saturdays" and really doesn't "care if you drink in the Champagne Room." (*Id.* at 2.)

The Turner Statement

29. Stephanie Renee Turner has worked as a stripper at Platinum Plus since 2011. (Ex. C-5, p.1.) Turner has seen "girls masturbating guys through [their] pants ever since [she] started." (*Id.* at 1.) Turner herself has masturbated guys in this manner and has "been seen doing it but no one has ever stopped it." (*Id.*) Turner has "also done the humming thing on a man's penis through his pants and [Platinum Plus has] seen me do it and never stopped [her]." (*Id.*)

30. According to Turner, she has "seen girls in there getting fingered and stuff." (*Id.*) "There have been girls kissing, and rubbing on each other all the time in there." (*Id.*) But Platinum Plus doesn't "pay attention to that stuff or stop it when they see it." (*Id.*) Turner has "seen girls licking on each other's boobs" and has seen "girls kissing customers on the mouth" but "nobody ever said anything about it." (*Id.*) Customers have "brought vibrators and dildos in their pockets and tried to get [Turner] to use them." (*Id.*) She has also seen "condoms in the couch

room in the club before." (*Id.*)

The Walker Statement

31. Ashley Walker started working as a stripper for Platinum Plus 5 years ago. (Exhibit C-6, p. 1.)

According to Walker, Platinum Plus never told her what she could and could not do. (*Id.*)

Walker learned by watching others. (*Id.*) Walker started performing Sex Acts because she wasn't making any money and saw other girls doing it to make money. (*Id.*)

32. When Walker first started performing Sex Acts for money at Platinum Plus, she drank heavily to make it easier. (*Id.*) On one occasion, Walker drank so much she crashed her car on the way home from the club. (*Id.*) The crash caused Walker to be in a coma for three days. (*Id.*) On the night of the accident, a Platinum Plus employee walked Walker to her car. (*Id.*) Despite her extremely intoxicated state, Platinum Plus facilitated and allowed Walker to drive home. (*Id.*)

33. Walker admitted she had shown her vagina and let customers touch it. (*Id.*) Walker also conceded: she has performed oral sex, given "hand jobs through the pants," grinded on customers until they ejaculated; and even "had full on sexual intercourse" in the champagne room. (*Id.*)

34. On one occasion, Walker was caught performing oral sex on a customer. (*Id.*) As a result, a Platinum Plus manager named Tim Ford (along with a bouncer named Brandon), told Walker she needed to pay them more money as tips if she wanted to stay working at Platinum Plus. (*Id.*) From then on, Walker increased how much she tipped them out from \$5.00 to \$20.00 a night. (*Id.*) After that, no one ever raised the issue to Walker again and she has worked at Platinum Plus since. (*Id.*)

35. Walker confirmed seeing strippers having sexual intercourse, performing oral sex, being masturbated by customers, and masturbating themselves at Platinum Plus. (*Id.*) Walker

admitted that every time she went into the Champagne Room she performed a Sex Act up there.

(*Id.*) No one at Platinum Plus ever told her to stop. (*Id.*) Walker cannot see how Platinum Plus management did not know. (*Id.*)

36. Walker also confirmed seeing two strippers performing oral sex on each other while with tow individuals she now knows were undercover GCSO Deputy Sheriffs. (*Id.*) Walker admitted she showed her vagina to an undercover GCSO Deputy Sheriff. (*Id.*)

37. On yet another occasion, Walker witnessed a stripper masturbating a customer. (*Id.*) A nearby bouncer told her the stripper paid him enough not to interfere. (*Id.*)

38. Walker also witnessed Platinum Plus serving alcohol on Sundays. (*Id.*)

The Howard Statement

39. Alicia Howard has worked at Platinum Plus since March of 2014. (Exhibit C-7, p. 1.) Howard began working as a stripper at Platinum Plus on the weekends. (*Id.*) Howard made between \$400.00 to \$500.00 a night dancing at Platinum Plus. (*Id.*) Howard was required to pay management \$40.00 every night. (*Id.*)

40. Howard admitted straddling the undersigned, standing over the undersigned and placing her vagina in the undersigned's face, rubbing the undersigned's penis through the clothing, exposing her vagina, and touching herself over her thong. (*Id.*) Howard also admitted offering the undersigned to perform "girl on girl" action at a hotel for a sum of \$500.00. (*Id.* at 2.) This offer occurred while Howard worked at Platinum Plus. (*Id.*)

41. Howard witnessed other strippers showing their vaginas to customers, masturbating in front of them, and performing oral sex on customers. (*Id.* at 2.) According to Howard, Platinum Plus's managers would roam through the Champagne Room and see the Sex Acts but never said anything. (*Id.*)

42. At one point, Howard learned one of the female employees who sold shots at Platinum Plus was spared from being fired because she performed oral sex on the General Manager, Brett Mehner. (*Id.*) Howard also admitted that there were numerous occasions when strippers were caught by management performing Sex Acts on customers; management would fire them only to re-hire them a week or so later. (*Id.*) For example, on one occasion, a girl named Bene was caught having sex with a customer. (*Id.*) Platinum Plus initially fired Bene only to rehire her within a week or two. (*Id.*)
43. Howard also admitted Platinum Plus would sell shots (alcoholic beverages) after midnight Saturday and early Sunday mornings in the VIP area to customers they knew. (*Id.*)

The Porter Statement

44. Marissa Porter worked as a "shot girl" at Platinum Plus. (Ex. C-8, p. 1.) She began her employment in November of 2014. (*Id.*) As a shot girl, it was a "known thing" that Porter drank her own shots and was never told to stop, even though she was under twenty-one years of age. (*Id.*)
45. While working at Platinum Plus, Porter witnessed: underage drinking, girl on girl action (even on the main stage), strippers rubbing guy's crotches through their pants, and strippers putting their mouths on guys' crotches through their pants. (*Id.*) On one occasion, Porter witnessed a stripper hand a customer's money to a bouncer informing the bouncer it was for oral sex. (*Id.*) The stripper then entered the couch room, where she was not allowed to go. (*Id.*)
46. According to Porter, Platinum Plus's management held a meeting on the Sunday following the initial arrests. (*Id.*) During the meeting, Platinum Plus's managers "told [the attendees] that [GCSO] did not have a big case because only three were arrested, but in Memphis they arrested a bunch more." (*Id.*)

47. Porter related that Platinum Plus's management: "also told us that it was not a big deal and everything would go back to normal in a couple of weeks. They told us not to worry about it."
(*Id.*)

Video Footage

48. During the ordinary and regular course of its investigation, GCSO seized surveillance footage from a security camera owned and operated by Platinum Plus. A true and accurate copy of the video footage is attached hereto as **Exhibit D** and is incorporated herein by reference.
49. The attached video footage provides an example of the type of Sex Acts observed by the undersigned. At one point during the footage, a stripper performs oral sex on another stripper in the main room of Platinum Plus.
50. In this way, Platinum Plus's own video footage confirms and substantiates the undersigned's personal observations as stated herein as well as the attached statements from Platinum Plus's strippers.

FURTHER INVOLVEMENT OF MANAGEMENT

51. As set out above, Platinum Plus maintains and promotes the Champagne Room, which is an isolated upstairs area of the Subject Property where Sex Acts can and do routinely occur.
52. To enter the Champagne Room, customers must pay two separate amounts. First, customers must pay Platinum Plus no less than \$300.00 to buy a bottle of champagne ("Champagne Fee") only worth a fraction of that amount. (*See also* Ex. C-1, Whiteside Statement, p. 1.) Second, customers must negotiate directly with strippers an amount which they agree to pay for an hour of the stripper's time in the champagne room ("Stripper Fee"). (*See also id.*)
53. Strippers routinely induce customers to pay to go to the Champagne Room with promises they will perform Sex Acts. Promises of Sex Acts allow the strippers to negotiate the highest

possible Stripper Fee. Set out above (*see supra* at ¶9), I have listed an illustrative, but non-exhaustive list, of Sex Acts personally witnessed by me. Usually such Sex Acts occurred in the Champagne Room but (as noted in Paragraph 49 above) also occasionally spilled into other parts of the club, including the main club area.

54. Once the customer and stripper have agreed upon a Stripper Fee, Platinum Plus actually facilitates the money exchanged between the customer and stripper. (*See also* Ex. C-1, Whiteside Statement, p. 1.) To do this, a Champagne Room hostess inquires about the agreed upon Stripper Fee, takes the money from the customer, counts it, and only then does the stripper receive the Stripper Fee. (*See also* Ex. C-1, Whiteside Statement, p. 1.) In instances where the customer pays with a credit card, Platinum Plus accepts and processes the credit card *via* wire and then retains the Champagne Fee while facilitating payment of the balance to the stripper as the Stripper Fee. (*See, e.g.*, Ex. C-3, Neal Statement, p. 2.)
55. Once in the Champagne Room, strippers routinely engage in Sex Acts. (*See supra* at ¶9.) Managers at Platinum Plus know about the Sex Acts but choose to ignore the conduct and take no measures to stop the conduct. (*See, e.g.*, Ex. C-1, Whiteside Statement, p.1 ("[N]o action was taken by [Platinum Plus] to prevent this.") Of note, once upstairs, the Champagne Room does not provide sufficient privacy for Platinum Plus's management to remain unaware of the Sex Acts occurring. (*See also* Ex. C-2, Dobbins Statement, p.1.)
56. Attached hereto as **Exhibit E-1**, **Exhibit E-2**, and **Exhibit E-3** are true and accurate photos of the Champagne Room taken during the ordinary and regular course of GCSO's investigation. The content of the photos are incorporated herein by reference. The photos demonstrate the lack of sufficient privacy in the Champagne Room for Platinum Plus's management to remain unaware of the Sex Acts occurring.

57. Also as noted above, the manager of the Champagne Room is Michael Hughey. Hughey routinely sits at the Champagne Room's private bar while strippers dance. From the private bar, Hughey has a view of the Champagne Room's booths. The undersigned has witnessed Hughey observing Sex Acts in the Champagne Room while taking no action to stop such actions. In addition, on several occasions, Hughey (as well as Tara Whiteside) helped identify strippers who he believed would show the undersigned the best time.
58. Beyond merely turning a blind eye to the Sex Acts occurring in the Champagne Room, Platinum Plus financially incentivizes strippers to convince customers to purchase time in the Champagne Room. Strippers receive vouchers from Platinum Plus used to offset the fees they would otherwise have to pay such as tip-outs and floor fees. Platinum Plus also promotes a contest for the stripper garnering the most Champagne Room dances. The winner receives a private dressing room for a month.
59. In short, Platinum Plus: provides the Champagne Room as a venue for the Sex Acts to occur; derives substantial profits from the Champagne Room; facilitates the exchange of money between strippers and customers in relation to the Champagne Room; turns a blind eye to the Sex Acts occurring in the Champagne Room; and creates financial incentives for strippers to continue promoting the Champagne Room thereby permitting and causing the Sex Acts to be serially repeated.
60. To make matters worse, as reflected by the Porter Statement, even on the heels of a number of arrests, Platinum Plus's management: "told [its employees] that it was not a big deal and everything would go back to normal in a couple of weeks." (Ex. C-8, p. 1.)

REPUTATION IN THE COMMUNITY

61. Platinum Plus has—as a result of the foregoing—gained a reputation in the community as a

venue where Sex Acts routinely occur. (See Exhibit F, Internet Excerpts.)

62. For example, the following passages posted online prove indicative of Platinum Plus's reputation in the community:

a. "OH WOW (02/26)

I decided to go to PP not too long ago and I met a chick named Cocoa, I got a dance from her and he pulled her g-string aside during the dance and she had all kinds of huge bumps/blisters on her pussy it seriously looks like HERPES. I asked her about them after I pushed her off of me and she just said keep your money and walked away in embarrassment. So I'm just letting everyone know buyer beware she has HERPES!!! I hope PP fires her."

b. "Justin (02/17)

Got the best BJ ever yesterday in the couch room and it was affordable \$50 dance."

c. "Disappointed (11/03)

I cannot believe what happened in this club last night. EXCUSE ME BITCH!!!! I am there for MY fucking entertainment. If you have plans of putting your mouth on parts of me that you have put on parts of OTHER men, then get the fuck off of me. Ugh! If there are those out there that like sloppy seconds or even fifteenths, then so be it. I value my life and it is much more important to me than some slut who doesn't give a shit about herself or her customer. I will definately be visiting a classier club next time. Platinum is off of my list."

(Ex. F.)

63. Accordingly, based on my own first hand observation and the other evidence unearthed during GCSO's investigation, Platinum Plus's misconduct has created a scenario whereby it maintains, uses, and owns the Subject Property for purposes of lewdness, assignation, prostitution, and—in some instances—unlawful possession and sale of controlled substances.

FURTHER AFFIANT SAYETH NAUGHT.


Deputy Sheriff Robert Curtis

SWORN TO before me this

17th day of April, 2015.


Notary Public for South Carolina

My Commission Expires: Dec 10, 2020
(SEAL)

EXHIBIT A



County of Greenville
Business Registration Application
301 University Ridge Suite 1000
Greenville SC 29601
Phone 864-467-7300

8563 1 AB 0.403 *****AUTO**3-DIGIT 292



ELEPHANT INC
800 BUSH RIVER RD STE B
COLUMBIA SC 29210-7586

008563
8563
39

Registration #:



Application Year <u>2015</u> Registration # <u>4348</u>		Business Owner <u>ELEPHANT INC</u>	
Business Name <u>PLATINUM PLUS</u>		C/O _____	
Business Location <u>805 FRONTAGE RD</u>		Mailing Address <u>800 BUSH RIVER RD #B</u>	
City/State/Zip <u>GREENVILLE SC 29615</u>		City/State/Zip <u>COLUMBIA SC 29210</u>	
Telephone <u>(803) 731-0513</u> Fax <u>(803) 712-0555</u>		Telephone _____	
Check All Applicable Blocks Registration New () Renewal (☒) Ownership Change () Location Change () Out of Business () Closing Date _____ Is business located within the city limits? () Yes License # _____ (☒) No		Number of Employees <u>50</u> Ownership: (check one) Corp (☒) Indiv () Partn. () LLC () LLP ()	
Physical location of business. <u>805 Frontage Rd</u>		Type of Business Activity	
Real Estate Tax Map Number <u>0543010100101</u>		☐ Agricultural, Forestry, Fishing, Hunting (11) ☐ Professional, Scientific & Technical Services (54)	
Real Estate Owner <u>FRONTAGE ROAD ASSOCIATES INC</u>		☐ Mining (21) ☐ Management of Companies & Enterprises (55)	
Mailing Address <u>103 BARFIELD DR</u>		☐ Utilities (22)	
City/State/Zip <u>EASLEY SC 29642</u>		☐ Construction (23) ☐ Administrative and Support, Waste Mgmt & Remediation Services (56)	
Telephone Number _____		☐ Manufacturing (31-33) ☐ Education Services (61)	
State File Number <u>52390933</u>		☐ Wholesale Trade (42) ☐ Health Care & Social Assistance (62)	
Federal ID Number/SSN# <u>*****1472</u>		☐ Retail Trade (44-45) ☐ Arts, Entertainment & Recreation (71)	
Person Completing Application (Print Name) <u>Vanessa Mascia</u>		☐ Transportation and Warehouse (48-49) ☐ Accommodation & Food Services (72)	
Title of Applicant <u>A / P</u>		☐ Information (51) ☐ Other Services (81)	
Mailing Address <u>800 Bush River Rd STE B</u>		☐ Finance & Insurance (52) ☐ Real Estate, Rental & Leasing (53)	
E-mail <u>Vanessa.Kwegroup@yahoo.com</u>		☒ Bars, Taverns, Pubs, Nightclubs (72241)	
Day Phone <u>(803) 731-0513</u>			
I attest, under penalty of perjury, I am in compliance with the Immigration Reform and Control Act of 1988 (Department of Homeland Security Form I-9, Employment Eligibility Verification)			
Signature <u>[Signature]</u>		Date <u>12-11-14</u>	
New Businesses Must Register With The County Prior To Beginning Operation RENEWAL BUSINESS REGISTRATIONS MUST BE FILED PRIOR TO DECEMBER 31 EACH YEAR			

RECEIVED

DEC 16 2014

Real Property Services



COUNTY OF GREENVILLE
BUSINESS REGISTRATION APPLICATION
301 UNIVERSITY RIDGE SUITE 1000
GREENVILLE SC 29601-3668

ROA 000125



County of Greenville
Business Registration Application
Suite 1000, County Square
301 University Ridge Greenville SC 29601
Phone 864-467-7300

RECEIVED

OCT 25 2013

Real Property Services

9032 1 AB 0.381 *****AUTO**3-DIGIT 292



ELEPHANT INC
800 BUSH RIVER RD STE B
COLUMBIA SC 29210-7586

009032
9032
41

Registration #:



Application Year <u>2014</u> Registration # <u>4348</u>	Business Owner <u>ELEPHANT INC</u>
Business Name <u>PLATINUM PLUS</u>	C/O _____
Business Location <u>805 FRONTAGE RD</u>	Mailing Address <u>800 BUSH RIVER RD #B</u>
City/State/Zip <u>GREENVILLE SC 29615</u>	City/State/Zip <u>COLUMBIA SC 29210</u>
Telephone _____ Fax _____	Telephone _____
Check All Applicable Blocks Registration New () Renewal ☒ Ownership Change () Location Change () Out of Business () Closing Date _____ Is business located within the city limits? () Yes License # _____ ☒ No	Number of Employees <u>50</u> Ownership: (check one) Corp ☒ Indiv () Partn. () LLC () LLP ()
Physical location of business <u>805 Frontage Rd Greenville SC 29615</u>	Type of Business Activity
Real Estate Tax Map Number <u>0543010100101</u>	☐ Agricultural, Forestry, Fishing, Hunting (11) ☐ Professional, Scientific & Technical Services (54)
Real Estate Owner <u>FRONTAGE ROAD ASSOCIATES INC</u>	☐ Mining (21) ☐ Management of Companies & Enterprises (55)
Mailing Address <u>103 BARFIELD DR</u>	☐ Utilities (22)
City/State/Zip <u>EASLEY SC 29642</u>	☐ Construction (23) ☐ Administrative and Support, Waste Mgmt & Remediation Services (56)
Telephone Number _____	☐ Manufacturing (31-33) ☐ Education Services (61)
State File Number <u>52390933</u>	☐ Wholesale Trade (42) ☐ Health Care & Social Assistance (62)
Federal ID Number/SSN# <u>*****1472</u>	☐ Retail Trade (44-45) ☐ Arts, Entertainment & Recreation (71)
Person Completing Application (Print Name) <u>Vanessa Mascia</u>	☐ Transportation and Warehouse (48-49) ☐ Accommodation & Food Services (72)
Title of Applicant <u>A/P</u>	☐ Information (51) ☐ Other Services (81)
Mailing Address <u>800 Bush River Rd STE B</u> City State Zip <u>Columbia SC 29210</u>	☐ Finance & Insurance (52) ☐ Real Estate, Rental & Leasing (53)
E-mail <u>Vanessa.Kuegroug@yphon.com</u> Day Phone <u>803-731-0513</u>	☒ Bars, Taverns, Pubs, Nightclubs (72241)
I attest, under penalty of perjury, I am in compliance with the Immigration Reform and Control Act of 1986 (Department of Homeland Security Form I-9, Employment Eligibility Verification)	
Signature <u>Mascia</u>	Date <u>10.22.13</u>
New Businesses Must Register With The County Prior To Beginning Operation. RENEWAL BUSINESS REGISTRATIONS MUST BE FILED PRIOR TO DECEMBER 31 EACH YEAR.	

COUNTY OF GREENVILLE
BUSINESS REGISTRATION APPLICATION
SUITE 1000, COUNTY SQUARE
301 UNIVERSITY RIDGE
GREENVILLE SC 29601-3668



County of Greenville
Business Registration Application
Suite 1000, County Square
301 University Ridge Greenville SC 29601
Phone 864-467-7300

Please
note address
change below.

RECEIVED

NOV 20 2012

Real Property Services

9685 1 MB 0.404 ****AUTO**MIXED AADC 290

009685

ELEPHANT INC

PO BOX 442

SOUTH BURY CT 06488-0442

9685
45

800 Bush River Rd.
STE. B
Columbia, SC 29210

Registration #:



Application Year <u>2013</u>	Registration # <u>4348</u>	Business Owner <u>ELEPHANT INC</u>
Business Name <u>PLATINUM PLUS</u>		C/O
Business Location <u>805 FRONTAGE RD</u>		Mailing Address <u>PO BOX 442 800 Bush River Rd.</u>
City/State/Zip <u>GREENVILLE SC 29615</u>		City/State/Zip <u>SOUTH BURY CT 06488 STE. B</u>
Telephone _____ Fax _____		Telephone <u>Columbia SC 29210</u>
Check All Applicable Blocks Registration New () Renewal (X) Ownership Change () Location Change () Out of Business () Closing Date _____ Is business located within the city limits? (X) Yes License # <u>023 70377 0</u> () No	Number of Employees <u>50</u> Ownership: (check one) Corp (X) Indiv () Partn. () LLC () LLP () Type of Business Activity ☐ Agricultural, Forestry, Fishing, Hunting (11) ☐ Mining (21) ☐ Utilities (22) ☐ Construction (23) ☐ Manufacturing (31-33) ☐ Wholesale Trade (42) ☐ Retail Trade (44-45) ☐ Transportation and Warehouse (48-49) ☐ Information (51) ☐ Professional Scientific & Technical Services (54) ☐ Management of Companies & Enterprises (55) ☐ Administrative and Support, Waste Mgmt & Remediation Services (56) ☐ Education Services (61) ☐ Health Care & Social Assistance (62) ☐ Arts, Entertainment & Recreation (71) ☐ Accommodation & Food Services (72) ☒ Other Services (81)	
Physical location of business <u>805 FRONTAGE Rd. Greenville, SC</u>		
Real Estate Tax Map Number <u>0543010100101</u>		
Real Estate Owner <u>FRONTAGE ROAD ASSOCIATES INC</u>		
Mailing Address <u>103 BARFIELD DR</u>		
City/State/Zip <u>EASLEY SC 29642</u>		
Telephone Number _____		
State File Number <u>52390933</u>		
Federal ID Number/SSN# <u>*****1472</u>		
Person Completing Application (Print Name) <u>Vanessa Mascia</u>		
Title of Applicant <u>Office Mgr.</u>		
Mailing Address <u>800 Bush River Rd. STE. B</u>	City State Zip <u>Columbia, SC 29210</u>	
E-mail <u>Vanessa.Kwegroup@yahoo.com</u>	Day Phone <u>(803) 731-0513</u>	
I attest, under penalty of perjury, I am in compliance with the Immigration Reform and Control Act of 1986 (Department of Homeland Security Form I-9, Employment Eligibility Verification)		
Signature <u>Vanessa Mascia</u>	Date <u>11-15-12</u>	

New Businesses Must Register With The County Prior To Beginning Operation.
RENEWAL BUSINESS REGISTRATIONS MUST BE FILED PRIOR TO DECEMBER 31 EACH YEAR.

COUNTY OF GREENVILLE
BUSINESS REGISTRATION APPLICATION
SUITE 1000, COUNTY SQUARE
301 UNIVERSITY RIDGE
GREENVILLE SC 29601-3668



County of Greenville
Business Registration Application
Suite 1000, County Square
301 University Ridge Greenville SC 29601
Phone 864-467-7300

11099 1 MB 0.390

011099

ELEPHANT INC
PO BOX 442
SOUTHBURY CT 06488-0442

11099
49

Registration #:



Application Year <u>2012</u> Registration # <u>4348</u>	Business Owner <u>ELEPHANT INC</u>
Business Name <u>PLATINUM PLUS</u>	C/O _____
Business Location <u>805 FRONTAGE RD</u>	Mailing Address <u>PO BOX 442</u>
City/State/Zip <u>GREENVILLE SC 29615</u>	City/State/Zip <u>SOUTHBURY CT 6488</u>
Telephone <u>803-731-0513</u> Fax <u>0</u>	Telephone _____
Check All Applicable Blocks Registration New () Renewal ☒ Ownership Change () Location Change () Out of Business () Closing Date _____ Is business located within the city limits? () Yes License # _____ ☒ No	Number of Employees <u>100</u> Ownership: (check one) Corp ☒ Indiv () Partn. () LLC () LLP () Type of Business Activity ☐ Agricultural, Forestry, Fishing, Hunting (11) ☐ Professional Scientific & Technical Services (54) ☐ Mining (21) ☐ Management of Companies & Enterprises (55) ☐ Utilities (22) ☐ Administrative and Support, Waste Mgmt & Remediation Services (56) ☐ Construction (23) ☐ Education Services (61) ☐ Manufacturing (31-33) ☐ Health Care & Social Assistance (62) ☐ Wholesale Trade (42) ☐ Arts, Entertainment & Recreation (71) ☐ Retail Trade (44-45) ☐ Accommodation & Food Services (72) ☐ Transportation and Warehouse (48-49) ☒ Other Services (81) ☐ Information (51) ☐ Finance & Insurance (52) ☐ Public Administration (92) ☐ Real Estate, Rental & Leasing (53)
Physical location of business <u>805 FRONTAGE RD</u>	
Real Estate Tax Map Number <u>0543010100101</u>	
Real Estate Owner <u>FRONTAGE ROAD ASSOCIATES INC</u>	
Mailing Address <u>103 BARFIELD DR</u>	
City/State/Zip <u>EASLEY SC 29642</u>	
Telephone Number _____	
State File Number <u>52390933</u>	
Federal ID Number/SSN# <u>*****1472</u>	
Person Completing Application (Print Name) <u>Paul Arzola</u>	
Title of Applicant <u>Accountant</u>	
Mailing Address <u>800 Bush River Rd. Ste B</u> City State Zip <u>Columbia SC 29210</u>	
E-mail _____ Day Phone <u>(803) 731-0513</u>	
I attest, under penalty of perjury, I am in compliance with the Immigration Reform and Control Act of 1986 (Department of Homeland Security Form I-9, Employment Eligibility Verification)	
Signature <u>Paul Arzola</u> Date <u>12/16/11</u>	
New Businesses Must Register With The County Prior To Beginning Operation. RENEWAL BUSINESS REGISTRATIONS MUST BE FILED PRIOR TO DECEMBER 31 EACH YEAR.	

COUNTY OF GREENVILLE
BUSINESS REGISTRATION APPLICATION
SUITE 1000, COUNTY SQUARE
301 UNIVERSITY RIDGE
GREENVILLE SC 29601-3668



County of Greenville
Business Registration Application
Suite 1000, County Square
301 University Ridge Greenville S C 29601
Phone 864-467-7300

9304 1 MB 0.382 *****AUTO**MIXED AADC 290
009304
ELEPHANT INC
PO BOX 442
SOUTHBURY CT 06488-0442

9304
44

Registration #:



Application Year 2011 Registration # 4348

Business Name PLATINUM PLUS

Mailing Address 805 FRONTAGE RD

City/State/Zip GREENVILLE SC 29615

Telephone 803-731-0513 Fax 0

Check All Applicable Blocks

Registration New () Renewal (X)
Ownership Change () Location Change ()
Out of Business () Closing Date

() Is business located within the city limits?

City
License # 004348

Physical location of business 805 FRONTAGE RD

Real Estate Tax Map Number 0543010100101

Real Estate Owner FRONTAGE ROAD ASSOCIATES INC

Mailing Address 103 BARNHILL DR

City/State/Zip EASLEY SC 29642

Telephone Number

State File Number 5239093

Federal ID Number/SSN# ***1472

Print Name Of Registration Applicant Ken Wood Gaines

Mailing Address 800 Bush River Rd. STE-B

City State Zip Columbia SC 29210

Signature and Title of Applicant

I attest, under penalty of perjury, and in compliance with the Immigration Reform and Control Act of 1986 (Department of Homeland Security Form I-9, Employment Eligibility Verification)

Signature

Date 12-15-10

New Businesses Must Register With The County Prior To Beginning Operation.
RENEWAL BUSINESS REGISTRATIONS MUST BE FILED PRIOR TO DECEMBER 31 EACH YEAR.

INCOMPLETE APPLICATIONS
WILL NOT BE PROCESSED

Business Owner ELEPHANT INC

C/O

Mailing Address PO BOX 442

City/State/Zip SOUTHBURY CT 06488

Telephone

Number of Employees - 0 - Ownership: (check one)

Corp (X) Indiv () Partn. () LLC () LLP ()

Type of Business Activity

() Agricultural, Forestry,
Fishing, Hunting (11)

() Mining (21)

() Utilities (22)

() Construction (23)

() Manufacturing (31-33)

() Wholesale Trade (42)

() Retail Trade (44-45)

() Transportation and
Warehouse (48-49)

() Information (51)

() Finance & Insurance (52)

() Real Estate, Rental &
Leasing (53)

() Professional Scientific &
Technical Services (54)

() Management of Companies &
Enterprises (55)

() Administrative and Support, Waste
Mgmt & Remediation Services (56)

() Education Services (61)

() Health Care & Social Assistance (62)

() Arts, Entertainment & Recreation (71)

() Accommodation & Food Services (72)

(X) Other Services (81)

() Public Administration (92)

COUNTY OF GREENVILLE
BUSINESS REGISTRATION APPLICATION
SUITE 1000, COUNTY SQUARE
301 UNIVERSITY RIDGE
GREENVILLE SC 29601-3668

EXHIBIT B

1392 PAGE 286 ✓
m.d

FILED
GREENVILLE CO., SC
MAR 15 1 30 PM '90
CONNIE S. TANAKASLEY
702 M.C.

GRANTER'S ADDRESS:

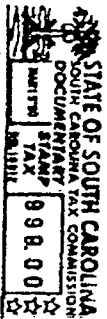
702 Avon Drive
Taylors, South Carolina 29687

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DFED

GREENVILLE
COUNTY
1 E 4 7 2 9

024537

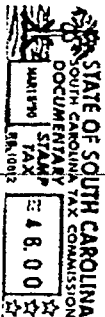


KNOW ALL MEN BY THESE PRESENTS, that Illinois Management Association, Inc., an Illinois Corporation (hereinafter referred to as "Grantor") in consideration of Ten and No/100 (\$10.00) Dollars and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Frontage Road Associates, Inc. (hereinafter referred to as "Grantee"), its successors and assigns forever:



15-200-543.1-1-1.1

02453



ALL that certain piece, parcel or lot of land lying and being situate in the County of Greenville, State of South Carolina and being shown on a plat for Thomas E. Schweitzer dated January 15, 1990 by Freeland-Clinkscales and Associates and having, according to said plat, the following metes and bounds, to-wit:



BEGINNING at the northwestern most point of property and running S43-04E, 211.2 feet to a point; thence turning and running S46-56W, 77.5 feet to a point; thence running S47-54W,

3-15 2456

3 400

1392 287

411.3 feet to a point; thence turning and running N44-05W, 213.2 feet to a point; thence turning and running N47-57E, 492.6 feet to the place and point of BEGINNING.

ALSO:

ALL that certain easement for the installation and maintenance of a sanitary sewer line 7 1/2 feet wide on either side of the center line thereof during construction and thereafter a permanent easement 2 1/2 feet on either side of the center line thereon, extending in a northeasterly direction from the northernmost rear corner of parcel above described through property now or formerly owned by Alethea F. Pate an approximate distance of 1056.2 feet, being more fully described in that certain Easement Agreement, dated September 26, 1979, in the RMC Office for Greenville County, South Carolina in Deed Book 1112, Page 592, as shown on a survey for TMF Company, dated September, 1979, appearing of record in Plat Book 7-0 at page 23.

This being the same property conveyed unto Grantor herein by deeds of TMF Company, a South Carolina Limited Partnership and W. Douglas Foster, each dated August 28, 1987 and recorded September 8, 1987 in the Greenville County RMC Office in Deed Book 1304 at page 559 and Deed Book 1304 at page 581, respectively.

1392 PAGE 289

STATE OF Illinois
COUNTY OF Cook

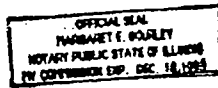
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written instrument, along with the other witness subscribed above.

Thomas D. Hoach

SWORN to before me this
1st day of February, 1990.

Margaret E. Bouley
Notary Public for Illinois
My Commission Expires: 12/11/93



(CONTINUED ON NEXT PAGE)

1392 PAGE 290

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

A F F I D A V I T

Illinois Management
Association, Inc., an
Illinois Corporation,

Grantor,

to

True Consideration \$475,000.00

Prontage Road Associates,
Inc.,

Grantee.

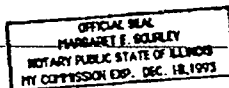
The undersigned, affiant, being duly sworn deposes and says:

That he is familiar with the above-captioned deed in which there
is recited a nominal consideration and that the true
consideration is above shown.

J. M. [Signature]

SWORN to before me this
1st day of February, 1990.

Margaret E. [Signature]
Notary Public for South Carolina
My Commission Expires: 12/18/93



Recorded Mar. 15, 1990 at 1:30 PM

119-42

EXHIBIT C

EXHIBIT C-1

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 1-14-052854

I, Tara Lynn Whiteside, do hereby give freely and voluntarily this statement to
Inv. Kilgore and M.D. Owens
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South
Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can
be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney
of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent
me. I have not been threatened or promised any reward to make this statement.

I am 27 years old, and I reside at: [REDACTED]
I have a 12 grade education, and I can read and write.

I am an employee and champagne hostess at Platinum Plus. You have to get a private room to get the champagne.
I have worked at Platinum Plus for 6 years.

If a hostess meets a quota for selling champagne bottles, management rewards the champagne hostess by taking
her on a trip. It used to happen once a year. This was 4 years ago.

Now they give you a feature dressing room that is really nice. Whichever girl sells the most champagne gets the
dressing room for a month.

When a customer gets a bottle of champagne, he gets room with a dancer for an hour. The customer negotiates
with the dancer for an additional amount of money for an hour in the room with him or her. I take money from
the customer, count it to assure it is what they agreed upon, and give the money to the customer who then gives it
to the girl. I make \$2.13 per hour plus tips. I pop bottles and make drinks. I work as a waitress in the champagne
room. There are 5 booths in the champagne room. I work in the champagne room 4 days a week. 5 hostesses
work the room throughout the week. Bottles cost anywhere from \$295 - \$4,900. The customer pays for
champagne and any other money goes to girls.

I have seen dancers rubbing customers in their groin area over their clothing. I believe that Michael Huey, Kerri
Barnette, Crystal Bullock and Elizabeth Belmonte have also seen dancers expose their vaginas to customers. To
my knowledge, no action was taken by any of them to prevent this. Over the course of my six year employment
at the club, I have personally seen dancers expose their vaginas to customers more than one hundred times.

I am personally aware that prostitution does occur at the club. There are certain acts that occur that we ignore at
the club such as; dancers exposing their private areas, women touching men's penises through their pants, the
touching and sucking of dancers' breasts by patrons, and dancers touching other dancers through their clothes.
Since the day I started at Platinum Plus, those types of acts have been performed out in the open. I have seen men
performing oral sex on dancers and we have given them warnings. I have also seen men's exposed penises and
they were given warnings; such as, "If you pull it out again, you are out of here." I have also seen condoms and
condom wrappers in the champagne room booths.

I have read the above statement consisting of 1 of 1 pages and it is true, accurate, and correct.

WITNESS:

[Signature] 1374/442
[Signature] 4881/430

Tara Whiteside 3/27/15
(Signature) Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

Tara Whiteside 3/27/15
(Signature) Date

Sworn before me this 27 day of MARCH 2015

[Signature] MCE 01-03-2022
(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

Rev 02.19.2009 O.F.
GSO-00037

Tara Lynn White

Case Number: 01-2014-052854

YOUR RIGHTS

Sheriff's Office

Greenville, S.C.

Date 03/27/2015

Time 11:15 am

Before we ask you any questions, you must understand your rights. TW

You have the right to remain silent. TW

Anything you say can be used against you in court. TW

You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning. TW

If you have no money to pay a lawyer's fee, the court will appoint one to represent you without cost if you wish. TW

If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer. TW

WAIVER OF RIGHTS

I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me and no pressure or coercion of any kind has been used against me.

Signed [Signature]

Witness [Signature] #1374/442

Witness [Signature] #281/430

Time 11:15 am

OF

ROA 000138

EXHIBIT C-2

Micah Nicole Dobbins

March 27, 2015

M/D Whitlock and Inv. Price interview of Micah Dobbins

am 26

10 I have been read my Miranda Rights and voluntarily waive those rights.

10 I have worked at the Greenville Platinum Plus for roughly two (2) years minus a few months that I left to pursue a personal relationship. I have been an exotic dancer "stripper" for approximately 8 years. During that time I worked for Platinum West in Columbia and Heartbreakers in Columbia. When I began working in the Greenville Platinum Plus Club I signed a pack of papers that were mostly tax money rules. I knew that I couldn't have sex for money as a general law, but I was never told what I specifically could or could not do to myself or my client.

10 While working at the Greenville Platinum Plus I have seen other dancers on the main stage fondling each others breasts, kissing each others breasts, and touching each others vaginas outside of the g-string and/or in a manner simulating masturbation. I have also seen girls on the floor and in the couch room fondling their breasts, grinding their buttocks on client's laps, simulating masturbation outside the g-string, and allowing clients to kiss their breasts.

10 I have used my buttocks to grind on clients laps, and simulated masturbation outside of my g-string on the floor and while dancing on the main stage. In the champagne room I have allowed clients to kiss my breasts and I have exposed my vagina to clients. I have also touched my exposed my vagina while dancing for a client. I have also danced with another girl and we have kissed, fondled and kissed each others breasts, performed the "vibration" which is a simulated oral sex between girls, and I have performed oral sex on another dancer. I have never been told not to perform these acts by a manager or any other employee of Platinum Plus. I would not see any possible way a manager or other employee could not see these acts being committed because it is their job to watch the dancers and clients. During the times I performed these acts managers were supervising the floor and employees were actively performing their duties of champagne host and bouncers.

10 When I go to the champagne room I take the client upstairs after we agree on how much the hour will cost. The client then gives the money or credit card to the champagne host who counts the money or runs the credit card. The champagne host then gives the client the counted cash. The client then hands me the cash we agreed on and the host brings over the champagne bottle. The host then returns when the hour is over. The champagne room is open and the host, bouncer, and/or manager can see the acts being committed in all the rooms (couch areas) from the bar area.

19 The management that I know are Bret and another slim bald white male are the higher ranking managers or supervisors. The champagne hosts are Tara, Crystal and other girl along with a white male named Michael. The bouncers are Zach, Preston, Matt, and approximately five or six others.

19 When I leave Platinum Plus each night I have to pay a tip to the manager, the bouncers, the DJ, and a fee to work of \$40.00 as a house fee.

This typed statement is entirely true. 19 I read this entire statement of two pages prior to signing my name 19

Date 5-27-15

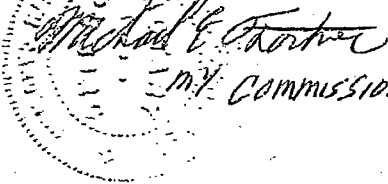
Signature Mich N. Dabkins

Witness [Signature] 444 #1197

Witness Man A Ca #433 431

SWORN TO BEFORE ME THIS 27th DAY

OF MARCH 2015



MY COMMISSION EXPIRES 01-03-2022

EXHIBIT C-3

Interview with Brittany Caroline Neal

BN
Interview Conducted at the Greenville County Law Enforcement Center
4 McGee Street, Greenville SC 29601 on 03/27/2015

Conducted by Investigator C. Cunningham *1128 / 443
Witnessed by Investigator M. Cannon

I have worked at Platinum Plus for 8 years; I have spent 7 of those years working in Columbia and the last year working in Greenville SC.

Has any management and or employees of Platinum Plus been witness to sexual acts, Yes. Can the host or anybody in the Champagne room witness the sexual acts that are taking place? Yes.

Who are the employees that work in the Champagne Room,
Champagne host: Mike, Tara, Liz, Kara and Crystal

What acts will they allow and not say anything about? If they see me and mica kissing and or oral sex they won't say anything. I have had oral sex in the Champagne room without the Platinum staff saying anything about it.

When I started there were rules that I signed but I didn't read all of it. There was no verbal explanation of the rules just the 10 page Do you think the managers know what's going on? Yes

When you tip out at the end of the night how do you do it? There's a house fee of \$40 and a usual tip fee that's optional but at least \$5.

During the year you've been at Greenville how many times have you been to the VIP room? Probably 20. Do you normally touch the customers there? No. Is it normal for you to touch yourself when you're in the VIP or Champagne room? Not Really, I have done it maybe 10 of those times.

I've only done a room with Mica my best friend, no one else. I hear that a girl got fired for having sex downstairs but she's back so I don't know if that's true or not. The cheapest bottle of Champagne cost like \$285 and up. I think the club is making considerable money off of the Champagne.

Michael has walked in on a sex act one time that I remember. But no one has ever said anything to me for anything I've ever done. Do you know of any girls that are currently having sex upstairs? Not that I know of but I'm sure it happens.

BN

When you go to the VIP room why do you get the green cards? You can only use it as a tip out or a club fee, It's the clubs money but it can only be spent a certain way. The green card is just a perk offered by the club.

Where do they keep the stats of the Champagne room? You can ask or I think they keep a record of it in the office.

The Main managers or Rick who works the day hours and the night Manager is Brett. The other Managers are Jason, Tim, and Dave.

Sexual Acts

When you first go into a room what happens?

With me and Mica we did oral sex on each other in the Champagne Room, I played with myself. I unbuttoned their pants; I played with them through their underwear. I have kissed the customers on the lips as well.

Out of the other girls going to the Champagne room what do you think the other girls are doing? I'm sure they are doing more, but I don't know.

I've never seen anyone in the Champagne room selling shots, but I've heard that if a customer bought the whole bottle of shots they could.

Does the Club encourage stuff to make extra money? You don't have to but I guess.

Michael and Tara, Liz, Crystal, Kerry they make sure you get paid the correct money; they must watch the money being counted. If the customer pays with a card they run the card and give the customer the cash to hand to me. If they pay cash they count the money or I let them watch me count the money so they know the amount.

Did Michael say anything the other night? Nothing. What happened, I was showing rob or whatever his name is my privates and I was playing with my privates right in his face. At the end of the night who walks you out to your car? A bouncer, have they ever let you or anyone else leave while intoxicated? I'm sure they have but not me personally.

After midnight on Saturday will they still sell Champagne, I'm assuming yes but I don't know.

How come I haven't seen you until just recently? Well Tara directed me to yall. Sometimes Tara will tell me when someone is spending good money for me to go see or visit them.

BN

BN

Does the Majority of the girls grope men or show their vaginas, for the Champagne room? My opinion is yes but I'm not a 100% sure. How do they control the underage drinking? They sometimes use the armband but not always. ~~I have seen the girl Marisa who is not 21 drink shots that customers have bought for her.~~ The club does take photo copies of the identification cards. The club is normally pretty strict about underage drinking but the girls do it.

When I come into work I check into the girl at the counter and they write my name and time down. Then I get dressed and check in with the DJ.

I get three vouchers for selling a bottle of Champaign the vouchers are worth \$10 a piece and I can only spend them there for a tip out and nothing else. Each voucher has the girls names on it and can not be used by anything else.

End Statement pages 1-3

BN

Print: Brittany Neal Date: 3-27-15
Signed: Brittany Neal Date: 3-27-15
Witness: [Signature] *1128/443 Date: 3-27-15
Witness: [Signature] *575/436 Date: 3-27-15

SWORN TO BEFORE ME THIS 27th DAY
OF MARCH, 2015

[Signature]

MY COMMISSION EXPIRES 01-03-2022

EXHIBIT C-4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 2014-052854

I, Jordyn Nicole Sierra, do hereby give freely and voluntarily this statement to
Inv. K. Price and M/D. J. Owens
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 19 years old, and I reside at: [REDACTED]

I have a 12 grade education, and I can read and write.

JS I got hired at Platinum Plus in Greenville on 6/13/2014. I started out working as a waitress and I did this for approximately 2 months. I then became a shot girl selling shots. I was a shot girl for 3 and half months then I became a dancer. While I was a waitress and shot girl I got paid through the club. The checks had Elephant Inc. on them. I got paid \$2.13 an hour and then tips. I also got paid \$2 for each shot that I sold. While I was a shot girl I noticed my checks were less than I was suppose to get paid. I asked the club about this and they told me they didn't keep the records that long just that two week pay period. I then started dancing so I could keep up with my own money.

JS When I started dancing they gave me paperwork to sign but did not explain it to me. The paperwork was about if I got injured I could not hold the club responsible. I also remember that the paperwork discussed things I could do while in the Champagne area and VIP area. I do not remember the paperwork discussing things that I could not do. When I first started no one explained the rules. They pretty much assumed that you knew what to do and just gave a tour of the club. The club has never told us that prostitution was not allowed. Management just told us on Monday, March 30, 2015 that we could not do certain things. I define prostitution as a sexual act. I consider a sex act as anything besides intercourse. I can't say that I haven't done any sex acts in the club. I usually just dance, but once I met Rob and Mark (Undercovers) I went to the champagne room. I first went to the champagne room with Rob. When this happened, I did not expose myself, but did stick my hands down my pants. When I went up there, Liz was the champagne hostess. Being in the champagne room, no one really comes up there to check on anything. They might check on you maybe two times during the hour. The next time that I went up there it was with Mark. Initially we went to the champagne room and I was just dancing. I was drinking with him. Usually I just take a sip or two of the champagne. Mark offered money, and I exposed myself. I did not fully expose myself, but pulled my underwear down.

JS I have only been to the champagne room only a few times. Usually, for me, the starting price is \$300. This is usually discussed on the floor. I have taken someone on a tour, which is free, and then the price will be discussed up there. To get into the champagne room, you have to pay the girl and the bottle of champagne, which the cheapest is \$295. The Champagne hostess will take the cash to count, or run the card to get cash, and will give it back to the customer, minus the cost of the champagne. Mark and Rob paid more, because I knew that they had money. When I was up in the Champagne room with Mark, the hostess came and checked on us.

I have read the above statement consisting of 1 of 3 pages and it is true, accurate, and correct.

WITNESS:

JS 12/19/432

JS 12/19/430

JS Jordyn Sierra
(Signature)

4-1-15
Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

JS Jordyn Sierra
(Signature)

4-1-15
Date

Sworn before me this 15 day of APRIL 2015

JS 12/13/2021

(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

C.J. Todd

Rev 02.19.2009 O.F.
GSO-00037

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 2014-052854

I, Jordyn Nicole Sierra, do hereby give freely and voluntarily this statement to
Inv. K. Price and M/D. J. Owens
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 19 years old, and I reside at: [REDACTED]

I have a 12 grade education, and I can read and write.

ff I don't know if the hostess saw anything. Usually when management is up there, they are usually on their cell phone. *ff*

ff The club will charge \$295 for a bottle of champagne that normally cost \$30. *ff*

ff When I am dancing, I don't allow customers to touch me. I don't touch the customers. I have seen other girls groping, grabbing genitals, on customers. I have seen one time, when I was a shot girl, I saw a girl off on the side stage pull her panties to the side and started to finger herself. Grinding guys on the floor is common on the floor. Certain girls that have worked there for a while will grind on guys on the floor. *ff*

ff I had a girl tell me that Brett, the manager, was sleeping with girls to have them pay for their tip-out. I have talked to bartenders that have to go to the office to do paperwork, and they have heard banging and moaning in the office. I heard that one of the girls that he is sleeping with is Michelle. I asked Michelle and she asked me very quickly where I heard that. I was also threatened with my job not to talk about Brett sleeping with girls. *ff*

ff The club knew that I was 19 and drinking alcohol. *ff*

ff There is a girl that works there that goes by Piper that has sex in the champagne room. I know this because she told me. I know that Michelle has been caught in the champagne room giving a customer a blow-job. She is still working there. I don't know who she got caught by. *ff*

ff The club knew the entire time when I was selling shots that I was under age and that I would consume shots. They only really enforce the drinking on Friday and Saturdays. They really don't care if you drink in the champagne room. *ff*

ff The club will hold a champagne contest to see which girl can sell the most champagne. The winner get a private dressing room which is in the bottom women's bathroom. *ff*

I have read the above statement consisting of 2 of 3 pages and it is true, accurate, and correct.

WITNESS:

ff 1219/432

ff *281/430

Sworn before me this 1st day of APRIL 20 18

ff 12/13/2021

(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

C. J. Todd

ff Jordyn Sierra
(Signature)

4-1-15
Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

ff Jordyn Sierra
(Signature)

4-1-15
Date

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 2014-052854

I, Jordyn Nicole Sierra, do hereby give freely and voluntarily this statement to
Inv. K. Price and M/D. J. Owens
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 19 years old, and I reside at: [REDACTED]
I have a 12 grade education, and I can read and write.

I worked on Monday 3/30/2015. Before the club will allow the glass doors to open the club will have to check to see if you are allowed to dance. I had to go to the office and met with the manager Jason. Jason said that dancers are not allowed to pull their underwear to the side anymore. Jason also said that the dancers now have to keep one foot on the floor. Jason also explained prostitution.

Before leaving the club, you have to pay a house fee, tip the DJ, bouncers, and the guys that walk you to your car. This is the only club that I have ever worked at. I initially wanted to be a champagne hostess, but they told me that I was not 21, but I was a shot girl and they knew that I drank the shots at 19 years old.

End of Statement

I have read the above statement consisting of 3 of 3 pages and it is true, accurate, and correct.

WITNESS:

[Signature] 2,210/432
[Signature] *881/430

[Signature]
(Signature)

4-1-15
Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

[Signature]
(Signature)

4-1-15
Date

Sworn before me this 1st day of APRIL 20 15

(Signature)

NOTARY PUBLIC FOR SOUTH CAROLINA

CJ Todd

Rev 02.19.2009 O.F.
GSO-00037

Case Number: 01 - 2014 - 052854

YOUR RIGHTS

Sheriff's Office
Greenville, S. C.

Date April 1, 2015

Time 4:08 PM

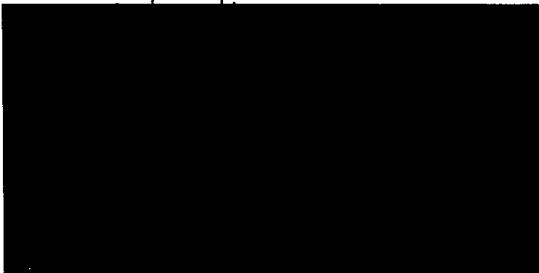
- JS Before we ask you any questions, you must understand your rights.
- JS You have the right to remain silent.
- JS Anything you say can be used against you in court.
- JS You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.
- JS If you have no money to pay a lawyer's fee, the court will appoint one to represent you without cost if you wish.
- JS If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

WAIVER OF RIGHTS

- JS I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me.

Signature Jordan N. Sipe

Print Name Jordan N. Sipe



Witness Inv. R. Carter

Witness Ma A Ca 431

Time 1615

EXHIBIT C-5

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 14-052854

I, Stephanie Renee Turner, do hereby give freely and voluntarily this statement to
Inv. Curtis and Inv. Cannon
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 23 years old, and I reside at: [REDACTED]

I have a 14 grade education, and I can read and write.

I started working at Platinum Plus in November of 2011 as a cocktail waitress. I started working at the Greenville location but have worked at the location in Columbia, not Platinum West but the main location. I switched over to dancing as an entertainer on New Year's eve in 2011. I switched over because the schedule is so much better, you can set your own hours and it makes it so much easier. I have been working on and off as a dancer since then. When I first started I never saw paperwork about what we could and could not do. But about a year ago they made all entertainers sign a form that had all of the rules on it and we all had to sign it. I did not really pay attention to it but we all had to sign it.

Since I have worked there I have there I have seen girls masturbating guys through there pants ever since I started. I have never been told we are not allowed to and have been seen doing it but no one has ever stopped it. I have also done the humming thing on a man's penis through his pants and they have seen me do it and never stopped me. The humming thing is to turn men on, and you usually do it on the head of the penis but I don't do it for long. Like only five seconds or so. I have seen girls in there getting fingered and stuff. There have been girls kissing, and rubbing on each other all the time in there. I just think they don't pay attention to that stuff or stop it when they see it. They have had girls on stage doing all that stuff on stage. Grabbing each other and touching each other through the g-strings right on stage. When I did things I would usually touch myself, if I let you touch me its because I felt comfortable with them. But I usually would just touch myself.

I've seen girls licking on each other boobs, I have seen the girls kissing customers on the mouth. But stuff like that you felt like it was normal because nobody ever said anything about it. Nobody has ever said anything about this stuff to me. They never said anything about keeping at least one leg on the floor. I've seen customers where pajama pants and you can see there erections right through there pants. They have brought vibrators and dildos in there pockets and tried to get me to use them. At Platinum you are allowed to touch us on our butts and boobs and were allowed to lick our boobs and stuff.

When you asked me what your fantasy was you see how I did not hesitate to say yes. Because I knew that no one would care and that I knew I could do that and no one would say anything. It's your money and they don't watch you upstairs.

I have read the above statement consisting of 01 of 02 pages and it is true, accurate, and correct.

WITNESS:

M. Cannon
M. Cannon * 433 431

Robert Curtis * 575 439

I HAVE RECEIVED A COPY OF THIS STATEMENT

Stephanie Renee Turner 3-31-15
(Signature) Date

Sworn before me this 31st day of March 2015

[Signature]
(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

Rev 02.19.2009 O.F.
GSO-00037

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 14-052854

I, Stephanie Renee Turner, do hereby give freely and voluntarily this statement to
Inv. Curtis and Inv. Cannon
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 23 years old, and I reside at: [REDACTED]

I have a 14 grade education, and I can read and write.

If you work day shift and come before three o'clock its \$20, between 3 and 7 is \$30.00 and after 7 its \$40.00. You also have tip the DJ and the management at a minimum \$5. But I always take care of them because they are the ones that look out for you and let you know when moneys in the club. Now if I have a bad night Tim will look out for me but don't ask Brett for no help with the tip outs.

I have seen condoms in the couch room in the club before. One time we were getting my phone cause it dropped and moved the couch and we saw condoms and I was told him not to touch them.

End of Statement

I have read the above statement consisting of 02 of 02 pages and it is true, accurate, and correct.

WITNESS:

M. Cannon
433 431

Robert Curtis #525 439

I HAVE RECEIVED A COPY OF THIS STATEMENT

Stephanie Renee Turner
(Signature)

3/31/15
Date

3/31/15
Date

Sworn before me this 31st day of March 2015

Robert J. Smith
(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

Rev 02.19.2009 O.F.
GSO-00037

Case Number: 01 - 2014 - 052854

YOUR RIGHTS

Sheriff's Office
Greenville, S. C.

Date March 31, 2015

Time 1551 1531

ST
ST
ST
ST
ST
ST

Before we ask you any questions, you must understand your rights.

You have the right to remain silent.

Anything you say can be used against you in court.

You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.

If you have no money to pay a lawyer's fee, the court will appoint one to represent you without cost if you wish.

If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

WAIVER OF RIGHTS

ST

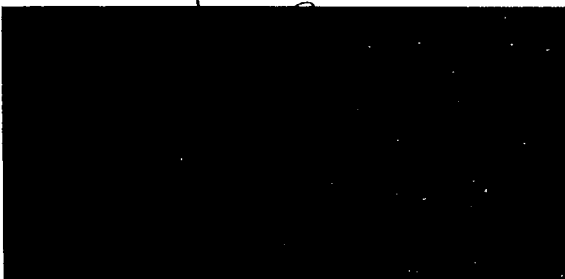
I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me.

Signature

Stephanie R. Turner

Print Name

Stephanie R. Turner



Witness

Inv. Robert C. ... *525439

Witness

Inv. Ma A Co 433 431

Time

1537

EXHIBIT C-6

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 2014-052854

I, Ashley Renee Walker, do hereby give freely and voluntarily this statement to
Inv. K. Price and Inv. R. Curtis
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South
Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can
be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney
of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent
me. I have not been threatened or promised any reward to make this statement.

I am 30 years old, and I reside at: [REDACTED]

I have a 12 grade education, and I can read and write.

AW I have worked at Platinum Plus in Greenville for about 5 years. I started there as a dancer. When I first started
there, I was never given anything that said what I could and could not do. I learned what to do by watching what
others do. I started the sex things because I wasn't making any money, and I saw the other girls doing it so I had
to make money. When I first started I would drink every night until I was wasted because it made it easier to do
things. I even crashed once on the way home because I was so drunk and ended up in a coma for three days. That
night I was walked to my car like I am every night. I was so drunk when I left I don't even remember pulling out
of the parking lot. AW

AW I first started doing things several years ago. I have showed myself, and I let guys touch my vagina. I have given
blow jobs, hand jobs through the pants, grinded on them through the pants till they came. I have even had full on
sexual intercourse in the champagne room. I was only caught once giving a blow job and I was told by Tim and
Brandon that if I wanted to keep working there I could not tip out only five dollars. They told me the measly five
dollars was only \$2.50 each and that I had to tip out at least twenty dollars every night if I wanted to continue to
work there. Since then I have tipped out every day I worked for at least twenty dollars. I got caught over a year
ago and have worked ever since. AW

AW The last time I performed a sex act in the champagne room was last Thursday, I was touching myself and
flashing myself for a customer. Every time I go to the champagne room I would perform a sex act up there. No
one ever told me not to and no one ever said anything. While doing these things the staff has never said anything
to me about them, but I don't know if they ever saw me do them. If they have they never said anything. I just don't
know how you can't see anything. I saw you and Mark in the booth and those two girls just eating each other out
when I was in the next booth. I just don't know how they don't know. AW

AW I have seen girls screwing, I have seen blow jobs, I have seen girls getting fingered and finger themselves. Since I
have been there I have seen all this. This stuff happens every week. All the time AW

I have read the above statement consisting of 1 of 2 pages and it is true, accurate, and correct.

WITNESS:

[Signature] ^{1219/432}
[Signature] ^{525/439}

Ashley Walker 4-2-15
(Signature) Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

Ashley Walker 4-2-15
(Signature) Date

Sworn before me this 2ND day of April 2015

[Signature] EXPIRES 12/13/2021
(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA
CLAUDE TODS

Rev 02.19.2009 O.F.
GSO-00037

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 2014-052854

I, Ashley Renee Walker, do hereby give freely and voluntarily this statement to
Inv. K. Price and Inv. R. Curtis

who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 30 years old, and I reside at: [REDACTED]

I have a 12 grade education, and I can read and write.

AW When Brett first started I was introduced to him, and after that he started flirting with me and stuff. Slapping my ass and talking about what I was wearing. It ended up leading to Brett and I having oral sex in the club in a private room under the back stairs to the champagne room. We did it on each other, and did it only twice. Then I found out he was married so I backed off and stopped doing it. When I backed off him he treated me like shit but never said anything. He would tell all the girls not to listen to me and stuff like that. AW

AW When I went upstairs with you I danced on you and showed you my vagina. I did not know you could not do that. I stood up in front of you and touched myself. AW

AW One day I was in the couch room and as I was walking out I saw a girl giving a guy a hand job so I went out to the bouncer and told him he needed to go stop that girl and told him what she was doing. He told me that she pays him enough to stay away and that I did not need to worry about it. Pretty much she pays him to stay away. AW

AW After you guys raided it when I came back on Saturday I was told that I had to go see management. I went back to where they were, and I saw them and told them I was sent to see them. When I went in they told me that I had to keep things legal. No kissing no touching and that I had to keep one foot on the floor. After they told me all that I was allowed to dance. AW

AW On Sundays I have been in the Champagne room and I know that they serve champagne. They tell us that when guys come in on Sundays and want alcohol, they want us to push champagne. AW

End of Statement AW

I have read the above statement consisting of 2 of 2 pages and it is true, accurate, and correct.

WITNESS:

[Signature]
21-432
[Signature] 0525 439

AW Ashley Walker
(Signature)

4-2-15
Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

Ashley Walker
(Signature)

4-2-15
Date

Sworn before me this 2nd day of APRIL 20 15

[Signature]
(Signature)

EXPIRES 12/13/2021
NOTARY PUBLIC FOR SOUTH CAROLINA

CLAUDE TODS

Rev 02.19.2009 O.F.
GSO-00037

Case Number: 01 - 20 14 - 052854

YOUR RIGHTS

Sheriff's Office
Greenville, S. C.

Date April 2, 2015

Time 1956

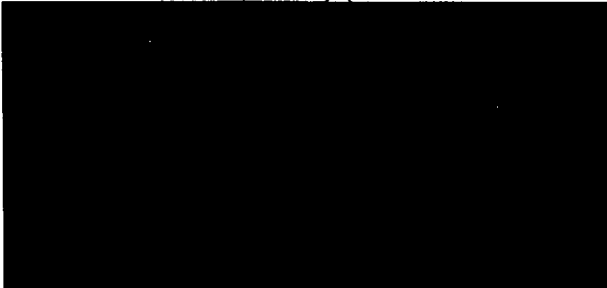
- AW Before we ask you any questions, you must understand your rights.
- AW You have the right to remain silent.
- AW Anything you say can be used against you in court.
- AW You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.
- AW If you have no money to pay a lawyer's fee, the court will appoint one to represent you without cost if you wish.
- AW If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

WAIVER OF RIGHTS

- AW I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me.

Signature Ashley Walker

Print Name Ashley Walker



Witness [Signature] 1214/432

Witness [Signature] +525 439

Time 2002

EXHIBIT C-7

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 1-2014-052854

I, Alicia Diane Howard, do hereby give freely and voluntarily this statement to
Inv. Smith and Inv. Owens

who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 21 years old, and I reside at: [REDACTED]

I have a 11th grade education, and I can read and write.

AH I first started working for Platinum Plus in Greenville, SC as a waitress in March of 2014. While I was currently working for Platinum Plus in Greenville, I started dancing as a stripper in Columbia, SC at Platinum Plus on the weekends. I have been stripping at Platinum Plus in Greenville, SC since about April 2014. I currently work back and forth between the Columbia and Greenville, SC as a stripper.

When I was hired as a stripper I sat down with management to sign a contract, but they never explained the contract to me. This past Saturday management sat down with all the dancers/strippers and explained the rules to us. This was done after Greenville County came to Platinum.

On average I make about 400-500 dollars a night and I am required to tip out management 40 dollars every night. I also have to tip out the DJ 5- 30 dollars each night too. I am not considered an employee, but a contractor.

I have been to the Champagne room about 7 times. The customers will ask about the Champagne room. I tell them that they have to buy a bottle of champagne and then we will have an hour by ourselves with no interruptions. They will be asked if they want to pay by cash or card. If by card they get their ID and card. The customer will be charged for the bottle of champagne and 300 dollars for the dancer/stripper. After the waitress runs the card they bring back the bottle of champagne and the 300 dollars to the customer. The customer will then give the money to the dancer/stripper.

I have been asked to do more than just dance by the customers, but I tell them no because people are watching. I have heard of other girls doing more than just dancing, but I have never seen them do more than just dancing.

I did go to the Champagne Room with "Rob" on one night. I danced on "Rob" most of the time. During the dance I put my hands on the floor and my legs were straddling "Rob". I drank Champagne with him and stood over him and put my vagina in his face. I did rub his penis on the outside of his cloths. At one point I pulled my thong to the side so he could see my vagina. I did touch myself over my thong.

AH

I have read the above statement consisting of 1 of 2 pages and it is true, accurate, and correct.

WITNESS

[Signature] 4/15/15
[Signature] 4/15/15

X Alicia Howard
(Signature)

4-2-15
Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

X Alicia Howard
(Signature)

4-2-15
Date

Sworn before me this 2ND day of APRIL 20 15

[Signature] EXPIRES 12/13/2021
(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

CLAUDE TODD

Rev 02.19.2009 O.F.
GSO-00037

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 1-2014-052854

I, Alicia Diane Howard, do hereby give freely and voluntarily this statement to
Inv. Smith and Inv. Owens

who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent me. I have not been threatened or promised any reward to make this statement.

I am 21 years old, and I reside at: [REDACTED]

I have a 11th grade education, and I can read and write.

ATT I have never let anyone touch my vagina in the Champagne room, but I will let them touch my breasts. I have rubbed on a mans penis through his cloths, but never gave him a "hand job". I have never masturbated in front of customer at any time. In the couch room I have seen girls show their vagina to customers, masturbate in front of customers and give "blow jobs" to customers. Managers would roam around and see things but never really said anything about it. Now the managers are always there.

The only time I offered a sex act while working at Platinum Plus was with Rob. I offered girl on girl action in front of him at a hotel. At first I was going to offer him it at 350 dollars, then to 500 dollars. We never set a date or a hotel to do it.

I have never offered or do anything like this before. I guess I decided to do this with Rob for the money.

At one point the manager "Brett" approved for one of the shot girls (Amice) to go with Rob to the Champagne Room.

At one point I heard that Brett was going to fire one of the shot girls (Lauren) but didn't because she gave him a "blow job". I heard this from the other girls that work there.

I do know on numerous times where a girl was caught by management performing sex acts on customers and fired them, but hired them back a week later. I don't remember what managers were involved, but I remember one girl. Her name was "Bene". She was having sex with a customer in the couch room and found by a bouncer. She was fired but hired right back like a week or two later. I was not there when it happened but found out about it the next day when I came to work.

If the staff really knows you they will sell you shots in a plastic cup after 12 midnight Saturday and early Sunday mornings in the VIP room. I have gotten shots for myself and customers have gotten shots after 12 midnight Saturday and early Sunday mornings around 15 times. ATT

I have read the above statement consisting of 2 of 2 pages and it is true, accurate, and correct.

WITNESS

[Signature] #0054/441

Alicia Howard
(Signature)

4-2-15
Date

[Signature] #0081/430

I HAVE RECEIVED A COPY OF THIS STATEMENT

Alicia Howard
(Signature)

4-2-15
Date

Sworn before me this 2ND day of APRIL 20 15

[Signature] EXPIRES 12/13/2021
(Signature) NOTARY PUBLIC FOR SOUTH CAROLINA

CLAUDE TOON

Rev 02.19.2009 O.F.
GSO-00037

Case Number: 01 - 20 14 - 052854

YOUR RIGHTS

Sheriff's Office
Greenville, S. C.

Date 4-2-15

Time 2131

AH

Before we ask you any questions, you must understand your rights.

AH

You have the right to remain silent.

AH

Anything you say can be used against you in court.

AH

You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.

AH

If you have no money to pay a lawyer's fee, the court will appoint one to represent you without cost if you wish.

AH

If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

WAIVER OF RIGHTS

AH

I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me.

Signature Alicia Howard

Print Name Alicia Howard



Witness [Signature] 801/430

Witness [Signature] 811/441

Time 2134

EXHIBIT C-8

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Case Number: 14-052854

I, Marissa R. Porter, do hereby give freely and voluntarily this statement to
Inv. Robert Curtis and Inv. Marcus Cannon
who have identified themselves to me to be Deputies of the Greenville County Sheriff's Office, Greenville, South
Carolina. I have been advised that I do not have to make this or any other statement, and that what I say can
be used against me in a Court of Law. I have been advised that I have the right to Counsel with an Attorney
of my choice, that if I am financially unable to obtain an Attorney the Court will appoint an Attorney to represent
me. I have not been threatened or promised any reward to make this statement.

I am 19 years old, and I reside at: [REDACTED]

I have a 12th grade education, and I can read and write.

I started working at Platinum Plus sometime before Thanksgiving. I am not exactly sure when but it was in
November sometime. I started as a waitress and about a month or more later I became a shot girl there. For both
of those jobs I was an employee of Platinum Plus and got paychecks from them.

While working at Platinum Plus I was not allowed to drink when I was waitress. But when I became a shot girl I
was allowed to drink my own shots, but not from the bar. I was not specifically told that it was just kind of a
known thing. Since I became a shot girl I drank all the time and was never told not to drink while I was a shot
girl.

Since working there I have seen underage drinking, girl on girl action, even on the main stage, I have seen girls
rubbing guys crotches through their pants, I have seen girls mouths on crotches but through their pants.

One time when I was a waitress I heard a customer come up to a girl and give her money and whisper in her ear.
The girl walked up Rocco, the bouncer, handed him the money and told him it was for a blow job. She then took
the guy into the couch room, but since I was a waitress we were not allowed back there.

The Sunday right after the bust on Friday the entire staff, everybody but the dancers, had a meeting at the club.
The managers explained the new rules for dancers and told us that if we get arrested to contact Platinum and they
would send us a lawyer. During the meeting they told us that they did not have a big case because only three
were arrested, but in Memphis they arrested a bunch more. They also told us that it was not a big deal and
everything would go back to normal in a couple of weeks. They told us not to worry about it.

I have read the above statement consisting of 1 of 1 pages and it is true, accurate, and correct.

WITNESS:

M/A Cannon #433 431
R. Curtis #595 439

M. Porter
(Signature)

04-10-15
Date

I HAVE RECEIVED A COPY OF THIS STATEMENT

M. Porter
(Signature)

04-10-15
Date

Sworn before me this _____ day of _____ 20____

(Signature) _____
NOTARY PUBLIC FOR SOUTH CAROLINA

Rev 02.19.2009 O.F.
GSO-00037

Case Number: 14-052854

YOUR RIGHTS

Sheriffs Office

Greenville, S.C.

Date April 10, 2015

Time 1305

M.P. Before we ask you any questions, you must understand your rights.

M.P. You have the right to remain silent.

M.P. Anything you say can be used against you in court.

M.P. You have the right to talk to a lawyer for advice before we ask you any questions and to have him with you during questioning.

M.P. If you have no money to pay a lawyer's fee, the court will appoint one to represent you without cost if you wish.

M.P. If you decide to answer questions now without a lawyer present, you will still have the right to stop answering at any time. You also have the right to stop answering at any time until you talk to a lawyer.

WAIVER OF RIGHTS

I have read this statement of my rights and I understand what my rights are. I am willing to make a statement and answer questions. I do not want a lawyer at this time. I understand and know what I am doing. No promises or threats have been made to me and no pressure or coercion of any kind has been used against me.

Witness

[Signature]
Lay R. [unclear] #525 439

Witness

[Signature] A Ca #433 431

Time

1311

Signed

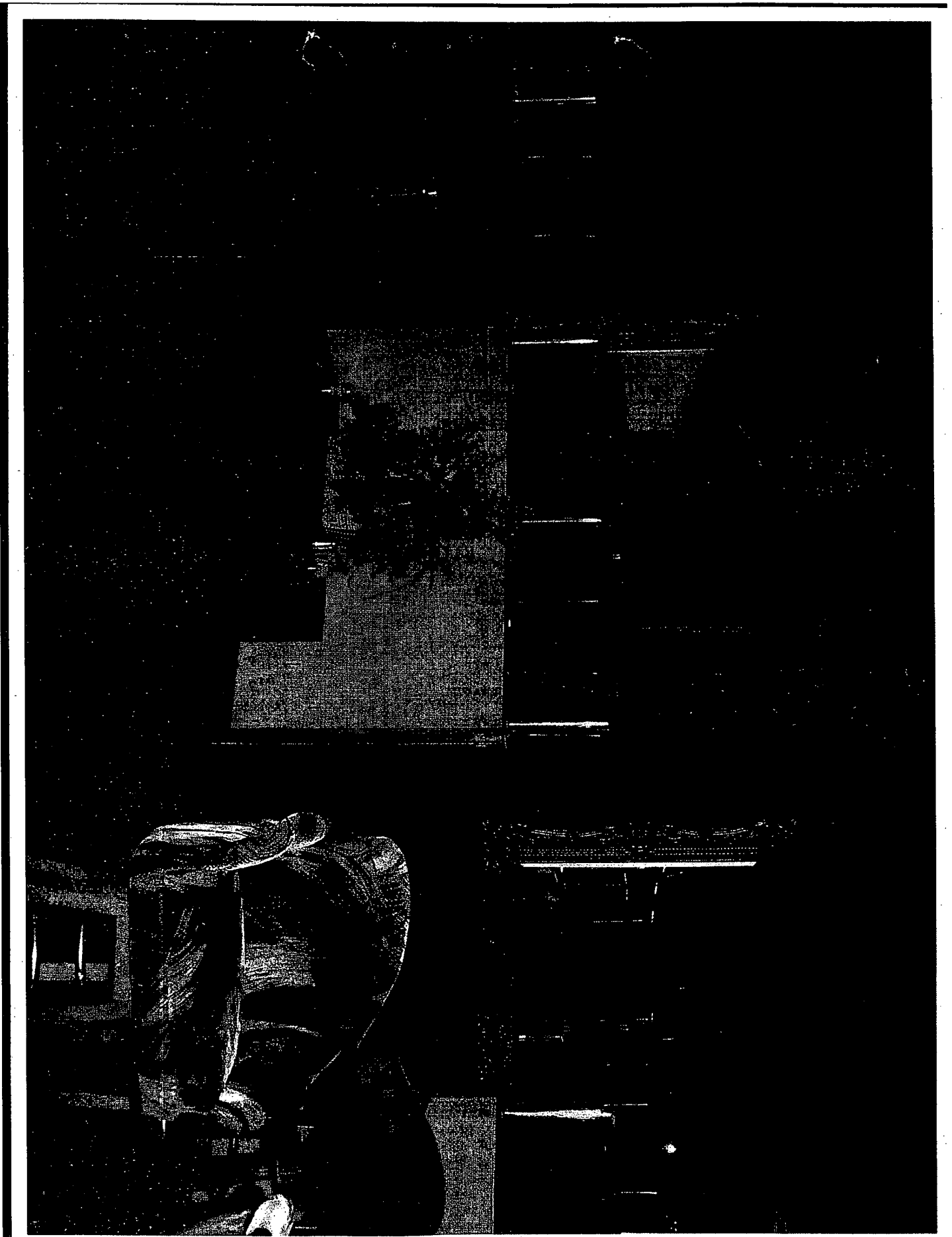
M. Porter



OF

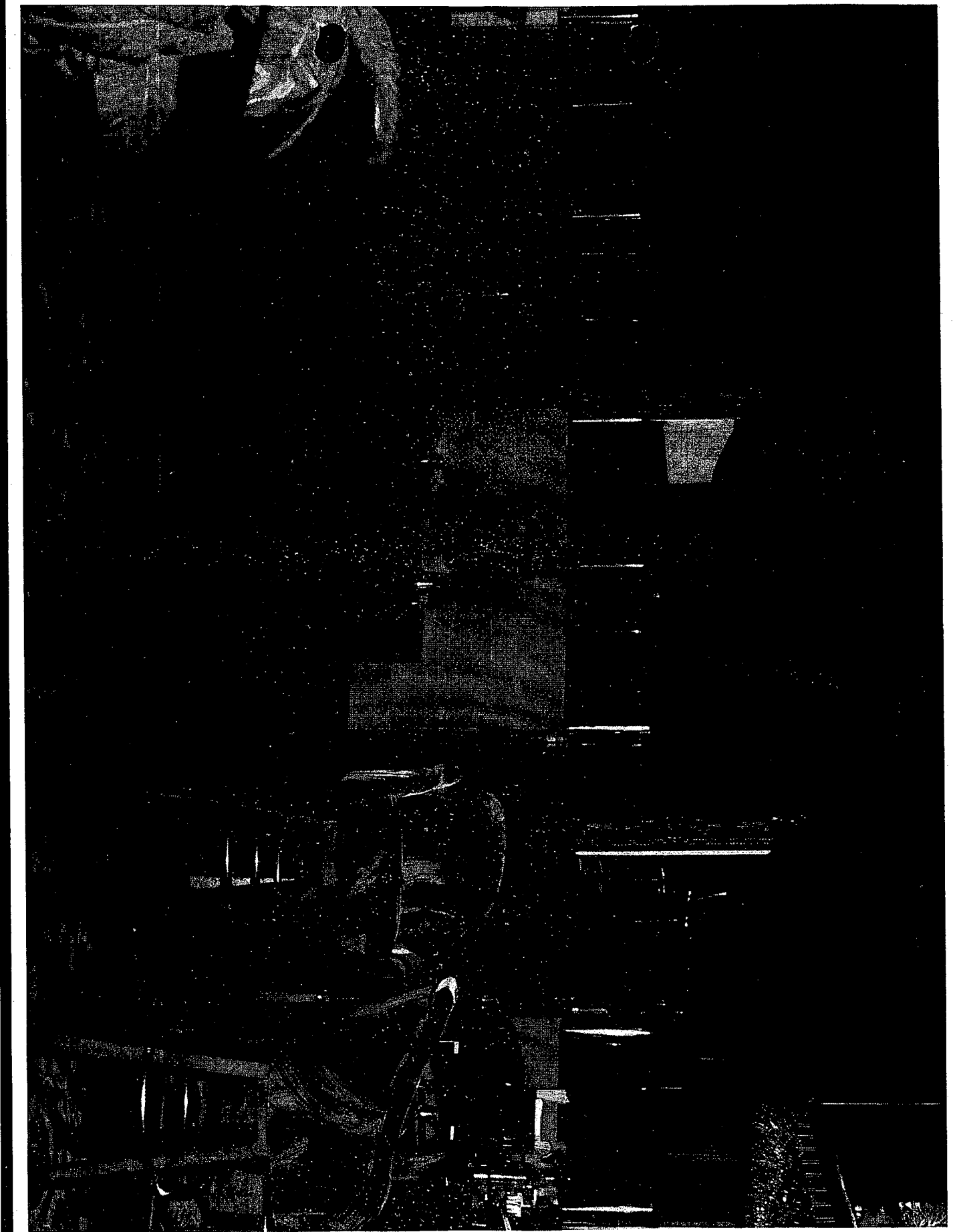
EXHIBIT D

EXHIBIT E-1



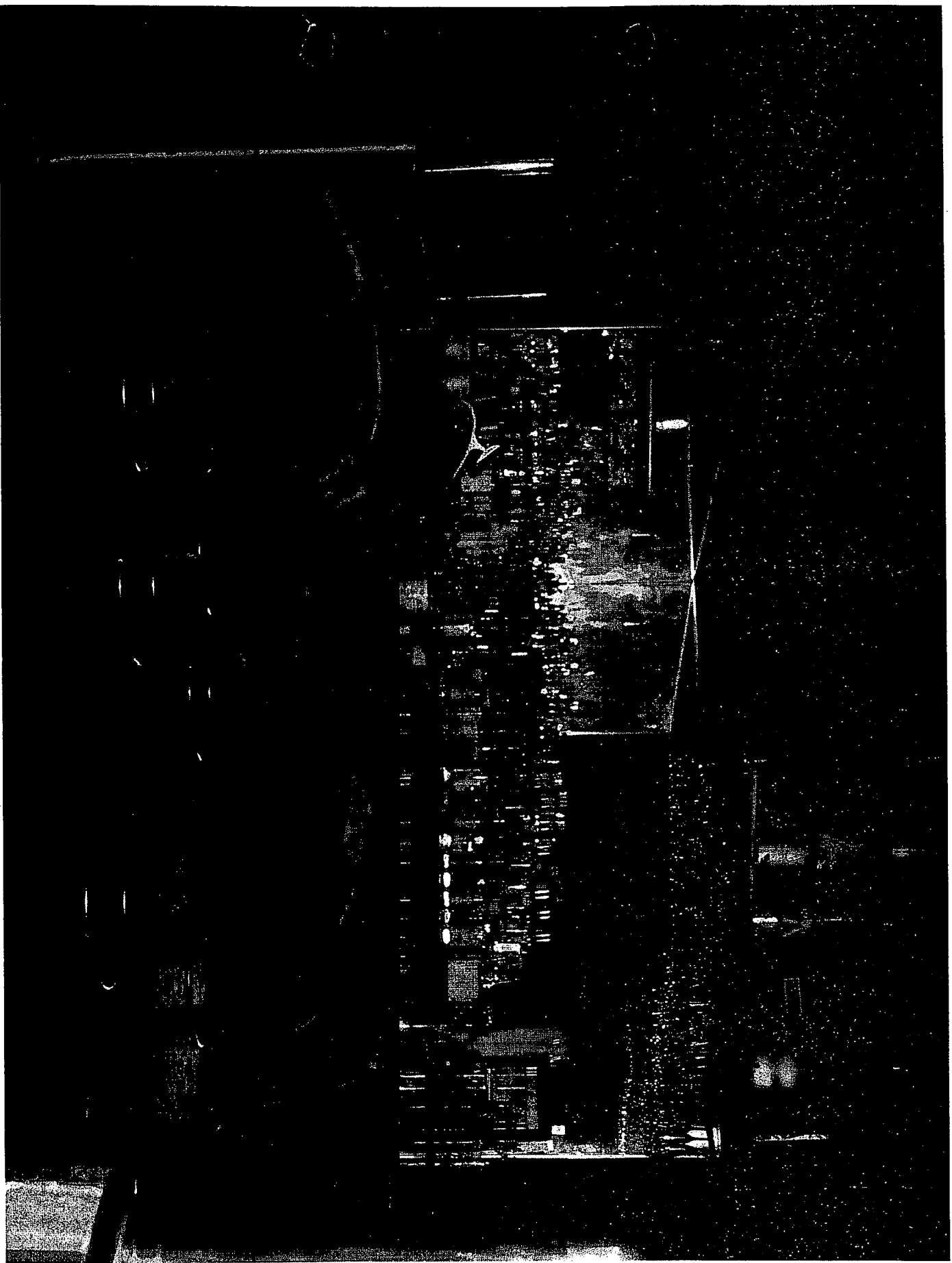
ROA 000170

EXHIBIT E-2



ROA 000172

EXHIBIT E-3



ROA 000174

EXHIBIT F

Strip Club List - Platinum P... X

www.stripclublist.com/cap/c=15728

Search

Strip Club List

www.StripClubList.com

Strip Club List | StripClubJobs | StripClubNews | StripClubEvents | StripClubVideo | StripClubCoupons | Strip Clubs for Sale | Strip Club Resources

**LARRY FLYNT'S
HUSTLER CLUB
NEW YORK**
212.257.2140
241 W 51ST STREET
NEW YORK, NY 10019



www.tootsiescabaret.com

*Cabaret
gentlemen's club*

Platinum Plus - Greenville, SC

Home > North America > South Carolina > Platinum Plus > Update Club Listing

CLUB LOCATION

805 Frontage Rd
Off I-385
Greenville, SC 29615
(864) 254-9971
Near:

DIRECTIONS TO CLUB



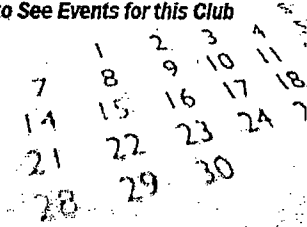
Click Here
to View Map and get Directions

CLUB ADMISSION

Topless Club
Couch Dances
50-80 Female Dancers
Full Bar
Drinks: \$5
Lunch/Dinner
Min Age 21
No Dress Code
Feature Acts
Everyone Welcome

CLUB EVENT CALENDAR

Click Here
to See Events for this Club



CLUB REVIEWS

[View Reviews](#)

CLUB COMMENTS

[Read Comments](#)

Video Sponsored by StripClubNetwork
Click here for more information!

This plugin is vulnerable and should be updated.
[Activate Adobe Flash](#)
Check for updates...

SCN Teaser
Sexy brunette
Rebecca
stripping on a
pool table
2m 20s

SCN Teaser
Hot blonde in
pink lingerie
stripping and
teasing
2m 07s

SCN Teaser
Courtney
Cummmz teases
you in her black
mesh outfit
2m 45s

SCN Teaser
Sasha looking
hot in a leather
skirt and bra
2m 47s

11:29 AM
3/31/2015

Strip Club List - Platinum P... X

www.stripclublist.com/c.asp?c=15728

Search

11:23 AM 7/31/2015

gentlemen's club

VIP PASS!

Print this coupon for FREE admission!

FREE ADMISSION

PART OF STRIPCLUBCOUPONS.COM

SUNRISE
go-go club

DANGERS WANTED!

WANNA MAKE UP TO \$500 TO \$1000 PER NIGHT?

View Reviews

Rate this Club **6.69569**

Latest review:
By name:

DANCER SCHEDULES

Click here to view dancer's schedules for this location

DANCER PRICES

\$ 30

GUEST SERVICES

JOB OPPORTUNITIES

Read Comments

Post Comment

Total Comments (607)
Total Audio Comments (0)

Click Here to Leave an Audio Comment

CLUB RESOURCES

Club WebSite

Party Offerings
V.I.P Card Offerings

HOURS OF OPERATION

11AM - 4AM; 11AM-6AM Fri;
5PM-2AM Sun

GUESTBOOK

Click here to Sign Guestbooks

FREE CLUB NEWSLETTER

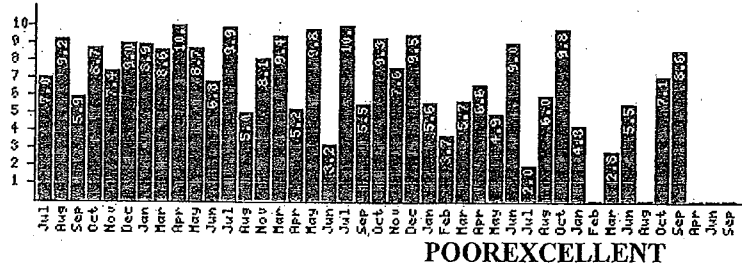
SCN Teaser
Sexy blonde with big tits in lacy white lingerie
3m 25s

ADVERTISEMENT
Larry Flynt's Hustler Club, NYC

Larry Flynt's Hustler Club - NYC

Club Review for **Platinum Plus** [◀ Back to Club Page](#)

out of 10 with 348 votes



Rate the Dancers	3
Overall Quality of the Girls	3
Overall Value of Private Dances	3
Overall Female Hospitality Rating	3
Overall Guest to Dancer Ratio	3.2
Overall Variety of Female Talent	3
Overall Value for Money - Cover	3
Overall Value for Money - Drinks	2.9
Overall Value for Money - Food	3.2
Overall Atmosphere	3.2
Overall Quality of Service	3
Overall Sound System / DJ	2.7
Money making potential	2.9
House fees and club staff	2.8
Quality of customers / clientele	2.9
VIP / private dance potential	3
Accessibility and facilities	3

[Submit a Review](#)

Read General Comments

Compare This Club Against Another Club:

Previous reviewers have said:

mike (06/29)

The two dancers names Leah and Dee r nothing. But whores

Non Smoker (09/18)

I still rate this club very high, however the union of wives and girlfriends have found out the secret. Several years ago, we men just had to make sure we did not return home with 2 dollar bills. Now with smoking laws, the only place you can go and come out smelling like this is one of the adult clubs. It not just Platinum all of them are smoke filled rooms. I think in years past the the smokers vs. non smokers evened out, however now everyone would cant go five minutes without smoking goes, all the employees and dancers just fill

the room with smoke. Cant wait for a non smoking adult club for us attached men, since we cant get away with visiting without going home covered in smoke. Not saying there are not a handfull of clubs left with inside smoking left, but they are a good distance from Gville (other than the dump (rendevous) on Pelham. Thank you I still love the place, just cant go

John (10/10)

I am not sure what has changed at PP, I used to enjoy stopping in at 11 am, lately it seems you cant get a drink or anyservice before 1130am

mike (06/14)

loved the club and the look of the it. laid out well.

name (03/28)

. . ,

name (03/19)

comment6

name (03/18)

comment5

name (03/17)

comment6

larry (03/08)

i love this place.

Gagster31 (03/06)

Pp is a great club. I met a dancer named Harley and her dances are awesome. She has the best VIP champaign ever. It's worth it. Check her out and take her up in the champaign VIP I can promise you won't be disappointed. I can't wait to see her again!!

OH-WOW (02/26)

I decided to go to PP not too long ago and I met a chick named Cocoa, I got a dance from her and he pulled her g-string aside during the dance and she had all kinds of huge bumps/blisters on her pussy it seriously looks like HERPES. I asked her about them after I pushed her off of me and she just said keep your money and walked away in embarrassment. So I'm just letting everyone know buyer beware she has HERPES!!! I hope PP fires her.

ultram and ssri (02/26)

Ultram usa online effects of tramadol compared to codeine, buying tramadol online legal tramadol svenska, sale tramadol will become available as a generic when can i buy a generic tramadol in the united states, order ultram online and save money tramadol cod sat delivery, can not ejaculate on tramadol obtain tramadol in spain, ultram yahoo answers ultram online without prescription cheap online pharmacy no prescription tramadol half life of trama

MrDoneItAll (02/21)

I'm going to see Tatum thus weekend. Sad that I missed her this past weekend. Her Birthday Party is this coming Friday at PP so come out and help her celebrate. Happy Birthday Tatum! I'll see you this weekend.

GoingtoseeTatum (02/03)

My favorite girl is in town tonight and I'm going to see her. I highly recommend you all do the same. Tatum is awesome, nice beautiful soft breast, soft sweet smelling skin and the BEST lap dances around. They're even better up in VIP where there's more privacy.

She makes VIP so worth it. Go in and ask for this RARE one of a kind as soon as you walk thru the door. You won't be disappointed at all.

Craiginsc (01/30)

I met Tatum tonight, she's awesome. Shes beautiful and has brains she's a rare girl. Tatum and I did many dances and they were GREAT!!!! Her birthday is coming up in a few weeks I highly recommend the VIP room for this beauty. She will give you the royal treatment. I can't wait to see her again. Thanks Tatum for the wonderful company. Your a one of a kind.

popdizz (01/29)

I was here at PP the other nite. Got to talk to Tatum for a second. Anyone know if she gives bjs She is very sexi an I would like to feel those lips on me.

Tatum (01/29)

I work every Thursday thru Saturday during the evening.

wondering (01/29)

Wondering what hours Tatum works. If anyone knows, please reply. Thanks!

Tony (01/28)

I found my new favorite her name is Tatum, MrDoneltAll had it right she's true must see! I look forward to seeing her again and again. I highly recommend her especially in the VIP room.

Chris55 (01/23)

Im a regular at this place and I usually have a great time but this last visit was not a great one, I met a dancer by the name of coco, she seemed like a nice girl so I got some dances from her, they sucked! We got back out to the table and she charged me way too much for the dances and her attitude changed quick. She was saying she'd eat me for breakfast and all kinds of crazy things. I would definitely stat away from this one she's psycho!

MrDoneltAll (01/21)

Tatum is new to the club. A true MUST SEE!!! She is thick with natural 36DD's. Tatum is Beautiful. I highly suggest her. She's all the way from Kansas I think that's what she said. She does dances and VIP like no other. Platinum Plus did great by bringing her on over here I will definitely be back to see her this weekend!

Mark Wells (10/13)

I was very impressed with this club. Everything was great, I could not have hoped for a better time

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

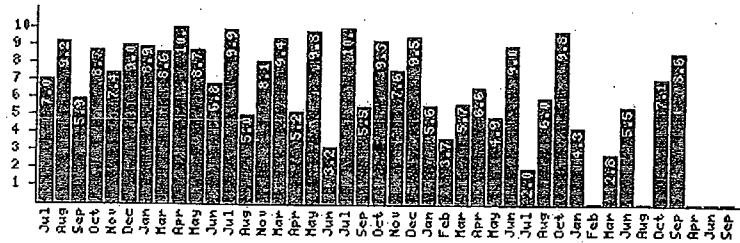
Page 1 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com
These rules will be strictly enforced....!!!

[Club Review for Platinum Plus](#) [◀ Back to Club Page](#)

out of 10 with 348 votes



POOREXCELLENT

Rate the Dancers	3
Overall Quality of the Girls	3
Overall Value of Private Dances	3
Overall Female Hospitality Rating	3
Overall Guest to Dancer Ratio	3.2
Overall Variety of Female Talent	3
Overall Value for Money - Cover	3
Overall Value for Money - Drinks	2.9
Overall Value for Money - Food	3.2
Overall Atmosphere	3.2
Overall Quality of Service	3
Overall Sound System / DJ	2.7
Money making potential	2.9
House fees and club staff	2.8
Quality of customers / clientele	2.9
VIP / private dance potential	3
Accessibility and facilities	3

[Submit a Review](#)

Read General Comments

Compare This Club Against Another Club:

Previous reviewers have said:

Ty (10/18)

A top of the line club.

Jerry (08/27)

Nice Club

Frank (08/24)

I visited Greenville, during the time this club had a Anv. Party a few weeks ago. All I can say is WOW, the place was packed, I was relieved when they quit giving away the Free

drinks and food, just so the club would clear out some. Either way this place is awesome. I have never been to a business that gave away product like that. Overall the party seemed well planned, not sure how they could keep it so organized with that crowd. The drinks were normal strength and Premiums. The food was great, however I hate hate the little plates. Dancers awesome

Ian (08/09)

Great Place ask for Kylee she is queen of the biscuit rollers

Mike (08/02)

Club is great. Had a wonderful time with Christina.

HERPES JADEN AT TROPHY CLUB (08/01)

HERPES JAEN AT TROPHY CLUB.. redhead 5' tall big tits,, getting fat has Herpes call the whore at [REDACTED] she also

works at H&R block in Easley .."contract married" to Adrienne Santos pilot from Brazil .. possible terrorist.. and fucking a guy in Omaha NB that works on nuclear missiles,,

skabang (07/17)

some hot girls sorta pricey

TONY (07/16)

I LOVE THIS PLACE!!!!

Josh (07/11)

Had a great time here. Came with some friends and the place was hopping. Girls looked good and i got some dances from Erica. Had a great time will definitely be back.

HERPES Jaden at Trophgy (07/10)

zil.. he flies for Dave owner of Secret's strip clup in Fayetteville NC.. call her at 864 360 1065

Lisa D. (06/16)

My husband and I went for the first to a strip club. We had a great time. Treated us both great. Made me feel very comfortable. Private dance was great!! We both enjoyed it!!!!

Sandy was great!!!

great times (06/09)

if being here 5 days a week makes me a regular then i am what i am just cant get enough

jj (06/06)

great club!!!!!!!!!!!!

Brian (05/18)

I was in town for the BMW Pro Am and visited this club. I couldn't believe a city like Greenville would have a club this nice.

Satin (05/14)

Come see me (Satin) at the Trophy Club

Dave (05/09)

I was here last night. It was ok cept the young bartender serving me had a foul mouth and an unnecesary attitude. hopefully she will be fired soon.

Gary (04/25)

Jessie is super hot, best dance I have have had anywhere. bartenders were a bit slow with the drinks, but it was a great time

big daddy (04/23)

what happened to day shift. i used to love going there. the day shift girls were the bomb. now alot of fat girls trying to dance. will do anything for a tip. they are young fat stupid

and cant dance. i was so dissappointed dont think ill be back. and by the look of how many people were in there it seems alot of people agree with me.

Wayne (04/18)

This club is pretty nice, a few of the girls are playboy material, however most are at least average or above. Too many waitresses too often blocking the view.

Lil Jeezy (04/15)

Man this club if freaking awesome! Girls are outta sight gorgous but also very approachable. something for everyone at this place. couch dances are reasonable and well worth the money, drink prices are comparable to any night club downtown, and staff is very friendly (didnt feel intimidated at all) and guys if your like me with a little extra money to spend the 3rd level private champagne rooms will knock your socks off! overall whether your just lookin to kick back, relax, and have a couple beers or want to really go all out and splurg on an amazing night, this club has got what you need. i highly recomend it and try to go as often as possible. do yourselfs a favor and check it out!

Joe (03/23)

I was there on Thursday for there customer appreciation party. The place was packed. They were giving away free liquor and had Rebeca Linares as a feature. She was Hot.

Steve (03/19)

This place needs to stop giving 2 dollar bills for everything. No one wants 30 dollars worth of 2 dollar bills. To management: Shove these bills way up your ass and move a couple of miles into the city limits so you can serve alcohol on Sundays. Dances are just ok. Had one good experience here after a dozen times going. Could be much better!

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 2 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com
These rules will be strictly enforced...!!!

Previous reviewers have said:

Hotcock Tn. (03/19)

Great club. Hope to see you pretty tri-cities, women soon at the pp.

Re: Jenn (03/19)

Hey Jenn, Platinum is definitely the best place in Greenville to work. My friend and I drive down every weekend from Johnson City, Tn just to work here. Money is pretty good here and people are cool. Its worth your time.

Jenn (03/15)

Heard this was the best club in town to work at. Does anyone know if they are hiring.

Jimmy (03/13)

This is a pretty nice club. i was in town thursday night and thought I would check it out. Nicer than anything Winston-Salem had to offer. I bought a couple dances and got pretty good contace on both. Don't know what the previous guy was talking about because I was there till 4am and they were serving beer in bottles.

Platinum GVL Sucks (03/08)

This club is the worst. They serve O'Douls in a cup after midnight. Then they want to charge you four bucks. DJ runs around like a jack ass on the main floor. Girls are pushy with attitudes to match. Whoever heard of tipping a stripper for sitting with you. Absurd. Also, love how the waitresses just assume you want to buy strippers drinks. I should have left when I was told it was five bucks to park in front. By the way, why an eight dollar cover. Same club in Columbia is six dollars and you actually can drink alcohol there and have fun with the girls. Do yourself a BIG favor by avoiding this place like the plague!

Freddie Mac (03/04)

Pretty cool club. Place is huge and has a lot of girls. Got dances from Dasia and Rogue which were pretty good. Definitely nicest place in Greenville.

Mike Sucks (03/03)

The music is too loud for even young people. This is for customer commets not staff

Mike (02/27)

If the music is too loud your getting too old to be in a bar.

Nick (02/25)

The music is way too loud.

Larry (02/21)

Nice Club, place is huge. There were a lot of girls there Friday night. Most were 8-9's. Dances were great. Drinks pretty reasonable. I'll definetly be back. Thanks to Lola for a great time.

Gabriel (02/19)

Went there on Thursday. Place was packed and the radio station was doing a live remote. Lots of great looking girls and dances were pretty good. Wish there was a club like this back in Roanoke.

Justin (02/17)

Got the best BJ ever yesterday in the couch room and it was affordable \$50 dance

Jim (02/09)

The dancers are getting too pushy

Mark (02/07)

Looks like tings are going down hill here also, watered down drinks

Nate (02/07)

the club is ganster

Gavin (01/31)

Great place, music is good, dancers are hot, definitely best place around G-vegas

Joe (01/26)

The music is monotonous, boring, and not interesting for watching the dancers. DJ's play continuous fast-paced, rock-and-roll concert type music. There's no variation in beat or genre. Some dancers are sexier with a more moderate pace, so they get the chance to do sexy poses. Just change up the music!

Undercover (01/24)

Great Club overall,nice girls for the most part,some are pushy some are not,Drinks could be a little cheaper but it is a strip club.

Sammy P (01/15)

This Club is too Damn Gangster

Bull (01/14)

I luv this bar

Jay (01/04)

Wow, stopped in friday night, the jello girl was the hottest ticket in town. Wish I knew her name short brown headed girl wearing blue, I think I heard a friend call her Nikki, but she was the Bomb. Hope I can sneak out again to see her

Techno (12/26)

I'm the best barback ever

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 3 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees.If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com
These rules will be strictly enforced...!!!

Previous reviewers have said:

Balla (12/07)

Great Club

Larry (12/03)

visited again Monday night it was a bit slow, but nobody can beat 75 cent beer, with super hot ladies, and good hot wings. my tab for food and drinks was less than \$20 and I stayed 3 hours, My dance tab was a whole different story LOL I hate to see Monday Night Football end

lil half dead (12/03)

everyone stop bitching. platinum plus is the shit ! dancers or customers, go somewhere else and i bet you come running back. always got alot of customers and always got alot of girls. its the place to be in greenville !

Fred (12/01)

They had some really hot girls will be back.

Kevin (12/01)

I had a great time, the club is huge, and I have seldom saw so many women in one place. The drinks seem a little strong, but overall very good. The staff is great, I left or dropped my cell phone, the next morning it was back in my hand before they even opened. A very classy place to visit, and I was glad to get my i-phone back

Jerry (11/25)

Wow, this was a great club to visit, I hope to make it back to Greenville soon.

Micah (11/24)

Great club

Dave (11/15)

What can I say? No really what can I say. Oh yeah Women

William (11/15)

Was in Friday night the Feature was hot, I will be back tonight. The inside of this club is unbelievable, I would not have expected to see that type of club in Greenville. Truly upscale, in every area

Sherry (11/13)

Love this place

Harry (11/09)

Kelly rocks

Fred (11/09)

Love this place.

AJ (11/08)

Great Place

Cam (11/07)

Seriously chris does anybody care about the DJ in a club, just play be music. Improve your service, and move forward.

shocked (11/07)

shocked by the comments. i went during the day. took forever to get a drink. girls were not attractive. got a twenty dollar table dance that was no different then if i had been watching her on stage. this place is a money pit. i spent twenty minutes there, \$35 dollars, and had a bad time.

Chris Lyon (11/06)

I'm the best DJ in the World come see me

Wunderbar (11/02)

Priscilla is great and the club is cool.

Scott (10/31)

Love this Place.

Ian (10/31)

Nice Place

Terry (10/28)

I got feeling pretty good with a \$10 tab Monday Night, The club looks great, the dancers are looking very nice, they even have pretty good grub. This is a one stop party palace.

eugene (10/28)

great club everytime i go i have a great time.

Country (10/22)

Can't believe hicktown Greenville has a club this nice. Club is Cool and most of the girls are pretty Hot.

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 4 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com

These rules will be strictly enforced....!!!

Previous reviewers have said:

REAPER (10/20)

HAVE YOU SEEN THIS PLACE ? ITS AWESOME ! NEVER HAD TO WAIT FOR A DRINK. PLENTY OF WAITRESSES. GOOD LOOKING DANCERS. ALSO FUN PLACE TO WATCH MONDAY NIGHT FOOTBALL. POLE TRICK CONTEST IS WORTH HANGING AROUND FOR. IM AT THIS PLACE EVERY WEEK. HEARD THERE HAVING HALLOWEEN PARTY AND COSTUME CONTEST. IN GREENVILLE, THIS IS THE PLACE TO BE !!

Heaven (10/18)

I started dancing in this club three years ago and in the last three years it has changed. But like any buisness it must adapt to what will make it money and if changing something or going through a new system is what you must do then it's what the buisness must do. I have seen a lot of ladies go that was sad to leave and new faces to come in to entertain the gentleman coming to the establishment. I hope to stay for a while longer in the club till I feel it is time for my own change. Platinum is a fun place to go and have the fantasy your looking for considering the amount of ladies that are dancing in the club. It shouldn't be a problem finding the lady who best suits the man. Unfortunately a lot of clubs lack having a wide variety and Platinum Plus is far from that. Yea you have a few bad eggs in the batch but it doesn't take long before they get tossed. So keep that in mind before you degrade a club. Nothing is perfect but Platinum does it's best to accomodate the clientel with a variety and I'm happy to have had the first experiance dancing in Platinum Plus. That's why to this day I am still there. Oh and just to let you gentlemen and ladies if your interested to know the pole dancing competition finals is November the 3rd. I will be apart of the competition I hope to see a lot of people there!

Mac (10/09)

Place is really nice. Got dances from Carmen and Sadie both girls were great. I will definitely be back next time I'm in town.

Perry (10/09)

Visited the club while here on business for some afternoon fun. It was a great experience. The bartender was very nice and made great drinks, the dancers were very inviting, lunch was great. This was a really nice experience

bob (09/26)

it's the shit

Roger (09/15)

Expected to see a club like this in Vegas not in Greenville. Nice place, girls were great, drinks were reasonable and I had a wonderful time.

James (09/14)

I visited last night after 12 also and was told I was drinking bud light, later found out it was fake beer. Someone should stop this false advertising. Hey I did get to smoke though

Cliff (09/14)

Really like this place. I've been going here for years and the women just seem to get better looking. Definitely one of the better clubs I've been too.

Shaun (09/13)

Cool place, girls were hot and there were a lot of good looking girl customers too. I didn't

think most strip clubs let women in but there must have been about 30 there on Friday night. It's a great place

Steve (09/13)

Club was really fun. Went there with some buddies for a bachelor party and we had a great time. My first time there and it was incredible. Never seen so many strippers in one place. I will definitely be back.

Jay (09/13)

Music too loud, but a nice place to waste a little time and a whole lot of money.

Chris (09/13)

Good Club, but the girls seem to have an attitude, waitress need to serve more quickly, syill a nice place

Sampson (09/13)

Gotta have the best looking bartenders I've ever seen. They are as pretty as some of the dancers especially the one named Susan. Every other stripclub in town has a bunch of homely fat ones.

Eddie (09/12)

Bonerville USA what else do I need to say!!!

IAN (09/11)

If I could picture Heaven being a Strip Club it would be Platinum. I love this place. Dancer Canada and Kylie are wonderful. They made me feel like a real man.

FAKE BEER! (09/11)

No they do sell O'douls after midnight! i asked on of my friends that works there and they told me! i was pissed, i had drank 6 cups of what i though was miller lite only to lose my buzz and get a headache! and at \$3 a pop thats way more money i could have spent somewhere else on real booze! i dont think it should be legal for them to do this!

Sammy (09/11)

This is by far the best club in Greenville. Checked out two others Godivas and Trophy Club and they were bad. Both were in poor repair and the girls they did have had knife scars and bullet wounds.

Micheal (09/10)

I visited the club for the first time, it was huge, compared to what I have saw in the past. Really nice place, the music was a bit too loud, but overall a nice place

Mike (09/09)

Great Club!!! Was my first time there and I was impressed. Biggest strip club I've ever seen and its in Greenville, SC. Girls were pretty hot and there must have been 80 of them. I will be back next time I'm in town.

Mark (09/07)

Wow a Sunday night and its a ghost town, girls begging to get money, they will do anything

Brandon (09/07)

It was Saturday Night, you cant smoke in the city, but you can drink, after midnight at Platinum you can smoke and drink. Three bartenders told me I was having Bud Light or Miller Lite and the tap handles matched. That was weird something funny is going on, if they are city they can drink after 12, but never no smoking. If they are outside the city the are mis-representing there product or violating laws. Someone figure this one out. Overall it was a good time, but someone is not telling the truth

Mike (07/02)

This is a great club, girls are mostly 8 and 9's. Dances have some good contact. Placed was packed on Thursday and Friday when I was there.

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 5 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com
These rules will be strictly enforced....!!!

Previous reviewers have said:

BigMac (06/26)

This club has too many disgusting women working. They try to get you to buy sexual favors you don't want. Then, they get mad when you say no. Also, the music is too loud and the dj sucks.

Some guy (06/26)

I've never been to a better club. Hot girls, nice atmosphere, good music. The only downside is that it can get pricey, but the dances are worth it. Jewel is the best. Sweet, shy, and a great dancer.

big spender (06/25)

i will not be going back there its a whore house!!!!!!!

woobadtimes (06/24)

use to be the best now its just like the rest

Center 7 (06/17)

You may come up in this club, and take one to the house. It may happen to you too!

Ted (05/14)

This is a really nice club. Had a great time with the girls while I was there. Kylee is great and gives a wonderful dance. I will definately be back.

noydbbs (04/29)

notihng to say stay away if you can

joe (04/15)

i loved this club!!!! the girls are great and very respectful

good guy (03/16)

i had a great time and the girls i danced with was not at all whores. they wouldnt even let me touch in a bad way!!!!

casualguy (03/12)

This is a fun club with lots of dancers. Drawbacks are change in two dollar bills and the loud music and "wanna dance" hustle. Lap dance prices are negotiable here but I can often get the special two for \$30 price, some girls charge two dances for \$40. Some even more if they can. Pluses include they stay open very late after other clubs are closed. Open until 6AM on the weekend. They stop serving bottled beer at close to midnight Saturday night though due to blue laws. I bring ear plugs to this club in case the music is so loud it hurts my ears. I've worn them a few times. The club management responds to any comments about the loud music as saying they want a party atmosphere. At times it is like being at a rock concert but seems more reasonable lately. Lap dances from a number of dancers are excellent. However prices are negotiable and every dancer may have a different price. Works great if they don't charge too much.

BABYGIRL (03/10)

ITS GREAT

Steve from SC (03/05)

My wife and I go there quite a bit. We love it. Its a great way to unwind. We've been married almost 19 years and use the club to spice things up. we like the variety of girls that work there. A little something for everyone.

MDAWG (11/05)

I have been going there for sometime now and i do like the club. The talent is always good. The private dances in the back are amazing with the right girl. There are some dark corners of the VIP room. My only pblem is the music is WAY TO LOUD. always has been. Some of my frineds skip this place for this reason alone. I will keep cumming back though.

Jerry (08/05)

This Club is Awesome!! I have been to my share of Strip Clubs but this one is by far the best I have been too. Went upstairs to the SkyBox with Remy. We had a great time. I will definitely be back.

SCOTT (08/04)

THIS CLUB HAS GONE DOWN HILL

Mike (08/03)

Great Club! Some really hot girls here. Definitely the best club in Greenville.

RICK (08/02)

THIS CLUB IS NASTY... NOT WORTH THE MONEY AT ALL.. WATCH OUT FOR YOUR WALLET

julie stovall (07/05)

it's awesome!!! the girls kick ass.

Steven (06/22)

Music is too loud, Cant understand a word the DJ says, lap dances are too expensive. Need pool tables in the club. A few girls and I mean a few are worth the trip in. Tabitha, Karri and Jessi are worth every penny.

Weekend Traveler (06/11)

Platinum Plus is a upscale type of chain club. I went in on a Saturday night with a group

of friends we got hit on almost before we set down. The girls can be very aggressive as far as hussling so stay aware of things don't fall for the first girl that hits you. After we got settled in and turned down a lot of offers we finally hooked up with several women that made the night very enjoyable. Can't say that there were any real ugly women in the place most were at least a 8. There was about any type of girl in there you would want to meet and age. We had a couple "sweet things" spend a good bit of the night with us except for when they would leave for another client or to but they always came back and would check to make sure we were "ok". The dances were anywhere from 30\$-50\$ for a private dance which several of the girls if you would ask about them would give you 2 for 1 dances. Contact was allowed by both party's for the most part except for private area's. In the back some of the women were well "VERY" enjoyable to have on you other's were satisfying then there were some that were a waste of money. We were surprised by this club thought it was probably one of the nicer upscale clubs we have been in as a group any of us have been in [Vegas & Canada still rank higher]. On Saturdays they quit serving alcohol at midnight all have to be off the table. Would recommend going to this place if in town

James (04/09)

Music too loud.

John (04/07)

I had a blast at PP. A must see club.

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 6 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com
These rules will be strictly enforced...!!!

JB (03/12)

Had a great time at this club.

Turbo (03/09)

Went there a few weeks ago and had a great time! I believe I had three back room dances in all. But there is only one that I really remember, Laura Lee! She was amazing. I'll be going back.

hahahaha (03/04)

Sounds like Mike Jones is familiar with horses dicks.hahahaha!

dustin (01/29)

very nice

ASD (01/01)

Keep up the good work.

RCxBF (12/30)

Every thing was great ,the girl that was serving me (Lollipop) kept dancing to the music and rubing her ass on me and when I gave her only 2 dallors she sat on my lap and said sorry I fell.I loved it! I will be back!

joe curtis (11/15)

I LOVE IT,HAD A GREAT TIME.THE PLACE WAS GREAT,THE GIRLS WERE GREAT,HAD AN OVERALL GREAT TIME.HOPE TO GO BACK IN THE NEAR FUTURE.I JUST LOVE IT!!!!

Upstbkr (11/12)

Excellent service.

Disappointed (11/03)

I cannot believe what happened in this club last night. EXCUSE ME BITCH!!!! I am there for MY fucking entertainment. If you have plans of putting your mouth on parts of me that you have put on parts of OTHER men, then get the fuck off of me. Ugh! If there are those out there that like sloppy seconds or even fifteenths, then so be it. I value my life and it is much more important to me than some slut who doesn't give a shit about herself or her customer. I will definately be visiting a classier club next time. Platinum is off of my list.

TKO (10/25)

Top Notch

Karma (10/12)

I myself am a dancer at Platinum. I have been dancing for many years, and I have worked in many clubs in several different states. I chose to stay at Platinum because overall it is my favorite club. I am not going to tell you that it is perfect. Anyone to frequents places like these know how it is. But if I were a man, this is where I would choose. Even as a woman if I were going to go, this is where I would be. There are alot of girls to choose from, I guarantee that you will find at least two that you really like. Well, I look forward to seeing you at the club. Bye. Karma

FnB (10/04)

great if you hustle, be wary size of club and number of entertainers leaves this place open to alot of shady shit

angel (10/04)

the girls r hot and they r very considerate.they r very soft and they r all different. they all allow different things

Tweet (09/29)

I'm a dancer my self at PP and even though I was skeptical about being a stripper and nervous all the dancers were very happy to give me tips and pointers and help me out(even though all of us are really each others competition). Hey even the cutomers were happy to help me out with some pointers too lol. Very fun open enviroment. After one day I love it! The manager and bouncer (Ron) are hilarious and very nice and understanding. I also love it that unlike most clubs someone always makes sure you get walked to your car so safty is a plus. I'll recommend this club to anybody even if you dont buy dances the conversations that spark up are very interesting. I look forward to meeting some regulars very soon. "Tweet"

Frank Sch (09/17)

not everybody is welcome there! Summary: the badest what I ever saw in the USA

Review: Guy on the entrance-door don't accept real ID cards no Driverslicense, no Workpermission or Passport. Maybe you have to give him a couple of dollars than you can go in. Or he only likes no girls from a foreign country which are over the age of 21.

big d (09/02)

Amazing girls !!!

Knoxville_guy (08/28)

I had gone to Nepals before visiting PP. What a mistake! This place is huge. I left Nepals after only 30 minutes because it was so boring. I was not sure what to expect walking into Platinum Plus. PP ranks very high on my all time favorite clubs list. The quality of the girls was probably 7-8 on a 1-10 scale. I saw maybe 2 9's and about 3 skanks. There was plenty of eye candy all around...even some of the girls in the crowd were hot. I had several lap dances which allowed generous contact. I will be back.

Upstblkr (08/10)

Amazing Ladies.

Jermaine (07/26)

I couldn't understand a word the DJ said

Sam (07/26)

Biggest titty bar I've ever seen. Dances were good, lots of contact.

giverrr (07/26)

Be selective with the girls and you'll have a blast.

Greg (07/25)

I wish the cab driver never took me here. Nepals was way better.

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 7 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com

These rules will be strictly enforced...!!!

Previous reviewers have said:

Mike (07/20)

This is a Great club, lots of girls, most are 8-9's, I get a lot of extra mileage on the dances, but the DJ on the weekend sucks, you can't understand a word he says.

[\[First\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Last\]](#)

Page 8 of 8

Review posting rules:

Reviews are created for the public, by the public, and are the views of the authors protected under the first amendment rights of the united states constitution. Be polite and do not post slanderous reviews about the strip clubs and/or their employees. If you do not follow proper etiquette you will risk being permanently banned from posting on StripClubList.com

These rules will be strictly enforced...!!!

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT

State of South Carolina on the relation of
William Walter Wilkins, III, Solicitor of
the Thirteenth Judicial Circuit,

C.A. No. 2015-CP-23-02597

Petitioner,

vs.

AMENDED PETITION

Elephant, Inc., Frontage Road
Associates, Inc., Gregory Kenwood
Gaines, Micah Nicole Dobbins, Brittany
Caroline Neal, Jordyn Nicole Sierra,
Stephanie Renee Turner, Ashley Renee
Walker, and Alicia Diane Howard,

Respondents.

ENTERED COMPUTER

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 MAY 15 AM 10 59

Petitioner would respectfully show the Court as follows:

PARTIES

1. Petitioner, William Walter Wilkins, III, is the duly elected Solicitor for the Thirteenth Judicial Circuit of the State of South Carolina (hereinafter as "the Solicitor").
2. Respondent, Elephant, Inc. ("EI"), is a South Carolina corporation doing business at 805 Frontage Road in Greenville, South Carolina ("Subject Property"). EI operates an adult entertainment establishment at the Subject Property.
3. Respondent, Frontage Road Associates, Inc. ("FRA"), is a South Carolina corporation. FRA owns the Subject Property.
4. Along with EI, Respondent, Gregory Kenwood Gaines ("Gaines"), is a tenant under the lease with FRA. A copy of the lease is attached to the Affidavit of Thomas Schweitzer,

which exists in the Court Record, and is incorporated herein by reference. Gaines also owns a one hundred percent (100%) interest in EI.

5. Respondents, Micah Nicole Dobbins ("Dobbins"), Brittany Caroline Neal ("Neal"), Jordyn Nicole Sierra ("Sierra"), Stephanie Renee Turner ("Turner"), Ashley Renee Walker ("Walker"), and Alicia Diane Howard ("Howard"), constitute sub-lessees of, some or all, of the Subject Property. Dobbins, Neal, Sierra, Turner, Walker, and Diane also used and occupied the Subject Property during the time periods material to this Petition.
6. EI and Gaines are treated collectively herein as "Platinum Plus." EI, Gaines, FRA, Dobbins, Neal, Sierra, Turner, Walker, and Diane are otherwise treated collectively herein as "Respondents."

NATURE OF THE ACTION

7. The Solicitor brings this action in the name of the State of South Carolina pursuant to South Carolina Code §§15-43-10 *et seq.*
8. This action is brought for the purpose of temporarily and permanently enjoining and abating a certain public and common nuisance as defined by South Carolina Code §§15-43-10 *et seq.* ("Nuisance Statute") as existing and operating at the Subject Property.
9. All parties hereto are properly named in this action in one or more of the following capacities: as owner of the Subject Property, as tenants of the Subject Property, as sub-lessees of the Subject Property, as users and occupiers of the Subject Property, and as individuals who otherwise establish, continue, or maintain the Subject Property.

VERIFIED FACTUAL BACKGROUND

The Investigation

10. On April 4, 2014, the Greenville County Sheriff's Office ("GCSO") began investigating reports of illegal prostitution and lewd and lascivious acts occurring at the Subject Property.¹
11. The investigation lasted for nearly a year and included over fifteen (15) undercover visits to the Subject Property.
12. During the course of the investigation, GCSO unearthed abundant evidence demonstrating a pattern of serial unlawful conduct at Platinum Plus including but not limited to the following:
 - a. Promises by strippers that if customers paid to enter Platinum Plus's upstairs area (dubbed the "Champagne Room") they would not leave sexually frustrated;
 - b. Strippers performing lewd and lascivious acts such as: rubbing their vaginas in customers' faces; inserting their fingers in their vaginas and waiving them below customers' noses; inserting their fingers in their vaginas and putting their fingers in their mouths; inserting their fingers in their vaginas and putting their fingers in the customers' mouths; sitting on customers' faces; and humming or vibrating with their mouths on customers' clothed penises;
 - c. Strippers performing oral sex on one another in exchange for money;
 - d. Offers by strippers to have sexual intercourse at Platinum Plus in exchange for money;
 - e. Offers by strippers to perform oral sex at Platinum Plus in exchange for money;
 - f. Offers by strippers—while at the club—to have sexual intercourse with customers outside of Platinum Plus in exchange for money;
 - g. Strippers digitally penetrating their vaginas and anuses in exchange for money;
 - h. Strippers digitally penetrating the vaginas of one another in exchange for money;

¹ In further support of the Verified Petition, Petitioner incorporates herein by reference the Affidavit of Robert Curtis, which already exists in the Court Record.

- i. Full exposure of strippers' vaginas to customers in exchange for money;
 - j. Full exposure of strippers' buttocks to customers in exchange for money;
 - k. Manipulation and masturbation of strippers' vaginal areas in exchange for money;
 - l. Strippers fondling, sucking, and licking each other's nipples and breasts;
 - m. Placement of customers' hands on the breasts and buttocks of customers in exchange for money;
 - n. Touching and rubbing of customers' crotch areas by strippers;
 - o. Simulation of oral sex by strippers on patrons;
 - p. Simulation of oral sex by strippers on other strippers;
 - q. Exposing of bare breasts and grinding of the vaginal area of strippers to patrons' penises;
 - r. Exposing of the buttocks of strippers directly to the face of patrons;
 - s. Strippers making plans or appointments with customers for later dates when they would be working at Platinum Plus at which time they would then perform acts of prostitution or lewd and lascivious acts;
 - t. The service and consumption of alcohol by strippers under the age of twenty-one years of age;
 - u. The service of alcohol to customers after midnight on a Saturday night;
 - v. The presence of a gentlemen identified as a pimp who used Platinum Plus as a recruiting ground to induce strippers to become prostitutes;
 - w. An employee facilitating the terms for the sale of an ounce of marijuana, a Schedule I Controlled Substance, to be delivered outside of Platinum Plus, the sale of which was then consummated by an undercover GCSO officer;
 - x. A stripper admitting she often supplied Adderall, a Schedule II Controlled Substance, to other strippers so as to keep the strippers up all night long.
13. Of note, most or all of the sexually related acts set forth above (treated hereinafter as "Sex Acts") were not isolated occurrences. The Sex Acts serially occurred at Platinum Plus over the fifteen (15) or more visits to the Subject Property by GCSO undercover officers.

Sworn Statements Made By Strippers

14. Due to the aforementioned conduct (*see supra* at ¶¶12(a)-(x)-13), beginning on March 27, 2015 (and continuing thereafter), GCSO commenced serving arrest warrants on twenty or more individuals, including strippers and other Platinum Plus employees.
15. During the regular and ordinary course of the investigation, resulting arrests, and pursuant to state and local law, GCSO obtained statements from a number of individuals including but not limited to:
 - Tara Lynn Whiteside ("Whiteside"), a champagne hostess at Platinum Plus; Whiteside's sworn statement is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-1 and is incorporated herein by reference;
 - Micah Nicole Dobbins ("Dobbins"), a stripper at Platinum Plus; Dobbins' sworn statement is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-2 and is incorporated herein by reference;
 - Brittany Caroline Neal ("Neal"), a stripper at Platinum Plus; Neal's sworn statement is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-3 and is incorporated herein by reference;
 - Jordyn Nicole Sierra ("Sierra"), a stripper at Platinum Plus; Sierra's sworn statement is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-4 and is incorporated herein by reference;
 - Stephanie Renee Turner ("Turner"), a stripper at Platinum Plus; Turner's sworn statement is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-5 and is incorporated herein by reference;
 - Ashley Walker ("Walker"), a stripper at Platinum Plus; Walker's sworn statement is

attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-6 and is incorporated herein by reference;

- Alicia Howard ("Howard"), a stripper at Platinum Plus; Howard's sworn statement is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-7 and is incorporated herein by reference;
- Marissa R. Porter ("Porter"), an employee at Platinum Plus; Porter's statement and is attached to the Affidavit of Robert Curtis (already existing in the Court Record) as Attachment 1, Exhibit C-8 and is incorporated herein by reference.

16. The statements of Whiteside, Dobbins, Neal, Sierra, Turner, Walker, Howard, and Porter substantiate the factual allegations set forth herein.

The Whiteside Statement

17. According to her sworn statement, Tara Whiteside worked at Platinum Plus for six (6) years. (Whiteside Statement, p.1.) As a Champagne Room hostess, Whiteside confirmed her personal knowledge that "prostitution does occur at" Platinum Plus. (*Id.*) In this regard, Whiteside confirmed *inter alia*: seeing customers "performing oral sex on dancers..."; customers exposing their penises; and finding condoms in the Champagne Room. (*Id.*)
18. Whiteside further confirmed personally seeing strippers "expose their vaginas to customers more than one hundred times." (*Id.*) To Whiteside's knowledge, "no action was taken by [Platinum Plus] to prevent this." (*Id.*) Whiteside confirmed the belief that the other Champagne Room hostesses (Kerri Barnette, Crystal Bullock, and Elizabeth Belmonte) and Champagne Room Manager (Michael Hughey) have also seen strippers expose their vaginas to customers. (*Id.*)
19. Whiteside confirmed that "there are certain acts that" Platinum Plus simply ignores such as:

"dancers exposing their private areas, women touching men's penises through their pants, the touching and sucking of [strippers'] breasts by patrons, and dancers touching other dancers through their clothes." (*Id.*)

The Dobbins Statement

20. Micah Dobbins has worked as a stripper at Platinum Plus for nearly two years. (Dobbins Statement, p. 1.) According to Dobbins, Platinum Plus never told her "what [she] could or could not do to [herself] or [her] client." (*Id.*) Dobbins confirmed personally seeing: strippers fondling each others' breasts; touching each others' vaginas outside of the g-string or in a "manner simulating masturbation"; grinding their buttocks on client's laps; and allowing clients to kiss their breasts. (*Id.*)
21. Dobbins also admitted that: she performed oral sex on another stripper; she used her buttocks to grind on clients' laps; simulated masturbation; exposed her vagina to customers; touched her vagina while dancing for customers; kissed other strippers; fondled other strippers; kissed other strippers' breasts; and performed a simulated oral sex act on other strippers called the "vibration." (*Id.*)
22. According to Dobbins, no Platinum Plus manager ever told her not to perform these acts, although she could "not see any possible way a manager or other [Platinum Plus] employee could not see these acts..." (*Id.*) Dobbins noted: "The Champagne Room is open and the host, bouncer, and/or manager can see the acts being committed in all rooms (couch areas) from the bar area." (*Id.*)

The Neal Statement

23. Brittany Caroline Neal has worked as a stripper at Platinum Plus for eight years. (Neal Statement, p. 1.) Neal confirmed Platinum Plus's management and employees witnessed sex

acts and that anyone physically in the Champagne Room can witness the sex acts taking place.

(*Id.* ("Do you think the managers know what's going on? Yes."))

24. Neal admitted that she had performed oral sex on another stripper in the Champagne Room "without Platinum staff saying anything about it." (*Id.*) Neal also admitted that she touched herself in the Champagne Room approximately 10 times. (*Id.*) Neal conceded she had unbuttoned customers' pants and "played with them through their underwear." (*Id.* at 2.) According to Neal's sworn statement, Champagne Room Manager Michael Hughey "walked in on a sex act" on one occasion but "nothing" happened. (*Id.* at 1-2.) On that occasion, Neal was revealing her "privates and playing with [her] privates" directly in the undersigned's face. (*Id.* at 2.)
25. Neal also confirmed the consumption of alcohol by strippers under the age of twenty-one. (*Id.* at 3.)

The Sierra Statement

26. Jordyn Nicole Sierra has worked at Platinum Plus for nearly a year. (Sierra Statement, p. 1.) She is nineteen years old. (*Id.*) According to Sierra, Platinum Plus did not tell the strippers "that prostitution was not allowed." (*Id.*) Sierra could not say "[she hasn't] done any sex acts in the club." (*Id.*) Indeed, Sierra admitted she had stuck her "hands down [her] pants" and "pull[ed] [her] underwear down" in the Champagne Room. (*Id.*)
27. Sierra also confirmed seeing "other girls groping" and "grabbing [the] genitals" of customers. (*Id.* at 2.) On one occasion, Sierra even saw another stripper on a side stage "pull her panties to the side and...finger[] herself." (*Id.*) Sierra stated that yet another Stripper named Piper had "sex in the champagne room." (*Id.*) Yet another girl named Michelle gave "a customer a blow-job" but still works for Platinum Plus. (*Id.*)

28. Sierra reported her belief that Brett Mehnert, Platinum Plus's manager, was "sleeping with [strippers] to have them pay for their tip-out." (*Id.*) When she inquired about the same, the nineteen year old was "threatened with [her] job not to talk about Brett sleeping with girls." (*Id.*)

29. According to Sierra, "the club knew that [she] was 19 and drinking alcohol." (*Id.*) Platinum Plus "only really enforces the drinking on Friday and Saturdays" and really doesn't "care if [minors] drink in the Champagne Room." (*Id.* at 2.)

The Turner Statement

30. Stephanie Renee Turner has worked as a stripper at Platinum Plus since 2011. (Turner Statement, p.1.) Turner has seen "girls masturbating guys through [their] pants ever since [she] started." (*Id.* at 1.) Turner herself has masturbated guys in this manner and has "been seen doing it but no one has ever stopped it." (*Id.*) Turner has "also done the humming thing on a man's penis through his pants and [Platinum Plus has] seen [her] do it and never stopped [her]." (*Id.*)

31. According to Turner, she has "seen girls in there getting fingered and stuff." (*Id.*) "There have been girls kissing, and rubbing on each other all the time in there." (*Id.*) But Platinum Plus doesn't "pay attention to that stuff or stop it when they see it." (*Id.*) Turner has "seen girls licking on each other's boobs" and has seen "girls kissing customers on the mouth" but "nobody ever said anything about it." (*Id.*) Customers have "brought vibrators and dildos in their pockets and tried to get [Sierra] to use them." (*Id.*) She has also seen "condoms in the couch room in the club before." (*Id.*)

The Walker Statement

32. Ashley Walker started working as a stripper for Platinum Plus 5 years ago. (Walker

Statement, p. 1.) According to Walker, Platinum Plus never told her what she could and could not do. (*Id.*) Walker learned by watching others. (*Id.*) Walker started performing Sex Acts because she wasn't making any money and saw other girls doing it to make money. (*Id.*)

33. When Walker first started performing Sex Acts for money at Platinum Plus, she drank heavily to make it easier. (*Id.*) On one occasion, Walker drank so much she crashed her car on the way home from the club. (*Id.*) The crash caused Walker to be in a coma for three days. (*Id.*) On the night of the accident, a Platinum Plus employee walked Walker to her car. (*Id.*) Despite her extremely intoxicated state, Platinum Plus facilitated and allowed Walker to drive home. (*Id.*)

34. Walker admitted she had shown her vagina and let customers touch it. (*Id.*) Walker also conceded: she has performed oral sex, given "hand jobs through the pants," grinded on customers until they ejaculated; and even "had full on sexual intercourse" in the Champagne Room. (*Id.*)

35. On one occasion, Walker was caught performing oral sex on a customer. (*Id.*) As a result, a Platinum Plus manager named Tim Ford (along with a bouncer named Brandon), demanded Walker pay them more money as tips if she wanted to stay working at Platinum Plus. (*Id.*) From then on, Walker increased how much she tipped them out from \$5.00 to \$20.00 a night. (*Id.*) After that, no one ever raised the issue to Walker again and she has worked at Platinum Plus since. (*Id.*)

36. Walker confirmed seeing strippers having sexual intercourse, performing oral sex, being masturbated by customers, and masturbating themselves at Platinum Plus. (*Id.*) Walker admitted that every time she went into the Champagne Room she performed a Sex Act up

there. (*Id.*) No one at Platinum Plus ever told her to stop. (*Id.*) Walker cannot see how Platinum Plus management did not know. (*Id.*)

37. Walker also confirmed seeing two strippers performing oral sex on each other while with two individuals she now knows were undercover GCSO Deputy Sheriffs. (*Id.*) Walker admitted she showed her vagina to an undercover GCSO Deputy Sheriff. (*Id.*)

38. On yet another occasion, Walker witnessed a stripper masturbating a customer. (*Id.*) A nearby bouncer told her the stripper paid him enough not to interfere. (*Id.*)

39. Walker also witnessed Platinum Plus serving alcohol on Sundays. (*Id.*)

The Howard Statement

40. Alicia Howard has worked at Platinum Plus since March of 2014. (Howard Statement, p.

1.) Howard began working as a stripper at Platinum Plus on the weekends. (*Id.*) Howard made between \$400.00 to \$500.00 a night dancing at Platinum Plus. (*Id.*) Howard was required to pay management \$40.00 every night. (*Id.*)

41. Howard admitted: straddling an undercover GCSO agent, standing over the undercover GCSO agent, placing her vagina in the undercover GCSO agent's face, rubbing the undercover agent's penis through the clothing, and touching herself over her thong. (*Id.*) Howard also admitted offering an undercover GCSO agent to perform "girl on girl" action at a hotel for a sum of \$500.00. (*Id.* at 2.) This offer occurred while Howard worked at Platinum Plus. (*Id.*)

42. Howard witnessed other strippers showing their vaginas to customers, masturbating in front of them, and performing oral sex on customers. (*Id.* at 2.) According to Howard, Platinum Plus's managers would roam through the Champagne Room and see the Sex Acts but never said anything. (*Id.*)

43. At one point, Howard learned one of the female employees who sold shots at Platinum Plus was spared from being fired because she performed oral sex on the General Manager, Brett Mehnert. (*Id.*) Howard also admitted that there were numerous occasions when strippers were caught by management performing Sex Acts on customers; management would fire them only to re-hire them a week or so later. (*Id.*) For example, on one occasion, a girl named Bene was caught having sex with a customer. (*Id.*) Platinum Plus initially fired Bene only to rehire her within a week or two. (*Id.*)
44. Howard also admitted Platinum Plus would sell shots (alcoholic beverages) after midnight Saturday and early Sunday mornings in the VIP area to customers they knew. (*Id.*)

The Porter Statement

45. Marissa R. Porter worked as a "shot girl" at Platinum Plus. (Porter Statement, p. 1.) She began her employment in November of 2014. (*Id.*) As a shot girl, it was a "known thing" that Porter drank her own shots and was never told to stop, even though she was under twenty-one years of age. (*Id.*)
46. While working at Platinum Plus, Porter witnessed: underage drinking, girl on girl action (even on the main stage), strippers rubbing guy's crotches through their pants, and strippers putting their mouths on guys' crotches through their pants. (*Id.*) On one occasion, Porter witnessed a stripper hand a customer's money to a bouncer informing the bouncer it was for oral sex. (*Id.*) The stripper then entered the couch room with the customer, where she was not allowed to go. (*Id.*)
47. According to Porter, Platinum Plus's management held a meeting on the Sunday following the initial arrests. (*Id.*) During the meeting, Platinum Plus's managers "told [the attendees] that [GCSO] did not have a big case because only three were arrested, but in Memphis they

arrested a bunch more." (*Id.*)

48. Porter related that Platinum Plus's management: "also told us that it was not a big deal and everything would go back to normal in a couple of weeks. They told us not to worry about it." (*Id.*)

Video Footage

49. During the ordinary and regular course of its investigation, GCSO seized surveillance footage from a security camera owned and operated by Platinum Plus. The video footage, which already exists in the Court Record as Attachment 1, Exhibit D to the Solicitor's original Petition, is incorporated herein by reference. (Attachment 1, Exhibit D.)

50. The attached video footage provides an example of the type of Sex Acts observed by GCSO's Deputy Sheriffs. At one point during the footage, a stripper performs an oral sex act on another stripper in the main room of Platinum Plus.

51. In this way, Platinum Plus's own video footage confirms and substantiates the allegations set forth herein.

INSTITUTIONAL INVOLVEMENT OF PLATINUM PLUS

52. As set out above, Platinum Plus maintains and promotes the Champagne Room, which is an isolated upstairs area of the Subject Property where Sex Acts can and do routinely occur.

53. To enter the Champagne Room, customers must pay two separate amounts. First, customers must pay Platinum Plus no less than \$300.00 to buy a bottle of champagne ("Champagne Fee") worth only a fraction of that amount. (*See also* Whiteside Statement, p. 1.) Second, customers must negotiate directly with strippers an amount which they agree to pay for an hour of the stripper's time in the Champagne Room ("Stripper Fee"). (*See also id.*)

54. Strippers routinely induce customers to pay to go to the Champagne Room with promises they

will perform Sex Acts. Promises of Sex Acts allow the strippers to negotiate the highest possible Stripper Fee. The Solicitor has set out above (*see supra* at ¶12(a)-(x)), an illustrative, but non-exhaustive list, of Sex Acts witnessed by GCSO's undercover agents at Platinum Plus. Usually such Sex Acts occurred in the Champagne Room but also occasionally spilled into other parts of the club, including the main club area.

55. Once the customer and stripper have agreed upon a Stripper Fee, Platinum Plus actually facilitates the money exchanged between the customer and stripper. (*See also* Whiteside Statement, p. 1.) To do this, a Champagne Room hostess inquires about the agreed upon Stripper Fee, takes the money from the customer, counts it, and only then does the stripper receive the Stripper Fee. (*See also* Whiteside Statement, p. 1.) In instances where the customer pays with a credit card, Platinum Plus accepts and processes the credit card *via* wire and then retains the Champagne Fee while facilitating payment of the balance to the stripper as the Stripper Fee. (*See, e.g.*, Neal Statement, p. 2.)

56. Once in the Champagne Room, strippers routinely engage in Sex Acts. (*See supra* at ¶12(a)-(x).) Managers at Platinum Plus know about the Sex Acts but choose to ignore the conduct and take no measures to stop the same. (*See, e.g.*, Whiteside Statement, p.1 ("[N]o action was taken by [Platinum Plus] to prevent this.") Of note, once upstairs, the Champagne Room does not provide sufficient privacy for Platinum Plus's management to remain unaware of the Sex Acts occurring. (*See also* Dobbins Statement, p.1.)

57. Also as noted above, the manager of the Champagne Room is Michael Hughey. Hughey routinely sits at the Champagne Room's private bar while strippers dance. From the private bar, Hughey has a view of the Champagne Room's booths. GCSO undercover agents witnessed Hughey observing Sex Acts in the Champagne Room while taking no action to stop such

conduct. In addition, on several occasions, Hughey (as well as Tara Whiteside) helped identify strippers who he believed would show undercover agents the best time.

58. Beyond merely turning a blind eye to the Sex Acts occurring in the Champagne Room, Platinum Plus financially incentivizes strippers to convince customers to purchase time in the Champagne Room. Strippers receive vouchers from Platinum Plus used to offset the fees they would otherwise have to pay such as tip-outs and floor fees. Platinum Plus also promotes a contest for the stripper garnering the most Champagne Room dances. The winner receives a private dressing room for a month.
59. Strippers also report that Platinum Plus managers and bouncers demand more money from them in "tip-outs" if they are caught performing Sex Acts. In exchange for payment, the managers and bouncers turn a "blind-eye" to the illegal conduct.
60. In short, Platinum Plus: provides the Champagne Room as a venue for the Sex Acts to occur; derives substantial profits from the Champagne Room; facilitates the exchange of money between strippers and customers in relation to the Champagne Room; turns a blind eye to the Sex Acts occurring in the Champagne Room; and creates financial incentives for strippers to continue promoting the Champagne Room thereby permitting and causing the Sex Acts to be serially repeated.
61. Platinum Plus has—as a result of the foregoing--gained a reputation in the community as a venue where Sex Acts routinely occur.
62. Accordingly, Platinum Plus's misconduct has created a scenario whereby Respondents own, maintain, use, occupy, lease and re-lease the Subject Property for purposes of lewdness, lasciviousness, assignation, prostitution, and—in some instances—unlawful possession and sale of controlled substances.

VIOLATION OF SOUTH CAROLINA CODE & PUBLIC NUISANCE

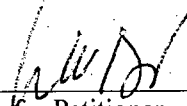
63. Based upon Respondents' acts and omissions, Platinum Plus's business operations and the Subject Property constitute a nuisance as that term is defined by S.C. Code S.C. Code §15-43-10 *et seq.*
64. On March 27, 2015, the Solicitor served written notice of the nuisance on Respondent FRA, the real property owner of the Subject Property. A true and accurate copy of the correspondence is attached to the Solicitor's original Petition as Attachment 2 and is incorporated herein by reference.
65. FRA thereafter failed to abate the nuisance in the manner provided by the Nuisance Statute; the nuisance, therefore, persists. The remaining Respondents do not have the ability to abate the nuisance under the Nuisance Statute.
66. In addition, the aforementioned evidence demonstrates the misconduct occurring at Platinum Plus as both serial and systematic, involving all levels of Platinum Plus personnel including management. The business, the business's policies, and the business's management create, promote, and constitute a nuisance.
67. Platinum Plus's misconduct occurred and persist despite contrary state and local laws and a prior Court Order wherein Platinum Plus stipulated—by judicial decree—that the above-cited misconduct would not occur at the Subject Property. To make matters worse, Platinum Plus's management has already told employees not to worry because "business as usual" will return once the dust settles.
68. As a consequence, the Solicitor has brought the instant action to enjoin the continuation of the nuisance at the Subject Property as provided by the Nuisance Statute.

WHEREFORE, Petitioner prays for the following relief:

- A. To enjoin and restrain the above-named Defendants and their agents, servants, subordinates, and employees from using, maintaining, and assisting in the use and maintenance of Platinum Plus, as a place where the alleged conduct, acts and public nuisance are carried out in violation of South Carolina Code §§15-43-10 *et seq.*;
- B. To direct and command the Greenville County Sheriff or his representative to abate the public and common nuisance now existing on the premises and to close the same and take possession of all the furniture, equipment, fixtures, and other property now used on the premises in connection with the violation alleged above as constituting a nuisance and to remove all of the same to a place of safekeeping to await further Order of this Court;
- C. To issue a temporary injunction, pursuant to South Carolina Code §§15-43-10 *et seq.*, restraining Respondents from conducting or permitting the continuance of the nuisance and to order that the building and premises be closed until the conclusion of the trial of this case;
- D. To issue a temporary injunction restraining Respondents, and their agents, servants, subordinates, and employees and all persons, from removing or in any way interfering with the furniture, equipment fixtures and other property used in connection with the violation of South Carolina Code §§15-43-10 *et seq.*
- E. To enter a decree perpetually restraining Respondents and their agents, owners, servants, subordinates, employees and each and every one of them, from maintaining or permitting the nuisance and from using the premises or buildings in which the same is maintained for any purpose for a period of one year, and permanently enjoining Respondents their owners, agents, servants, subordinates, and employees, from maintaining any such nuisance within the State of South Carolina;
- F. To enter an Order of abatement as part of this decree, which order shall direct Greenville County Sheriff's Office to remove from the building or premises all fixtures and moveable property used in conducting or aiding or abetting the nuisance and to sell the same in the manner provided by law for the sale of personal property, and to close the building or premises or such place against its use for the purpose and to keep it closed for a period of one year;
- G. To enter an Order directing the payment of Petitioner's attorney's fees and costs associated with abating the public nuisance out of the sale of the fixtures, moveable property, and personal property as provided by S.C. Code §15-43-90;
- H. To enter an Order directing payment of the balance of Petitioner's attorney's fees and costs incurred in abating the public nuisance should the proceeds of the sale of the fixtures, moveable property, and personal property prove insufficient to satisfy the full amount of attorney's fees and costs incurred;

- I. To enter an Order directing the full payment of Petitioner's attorney's fees and costs incurred in abating the public nuisance should any of the Respondents remove or dispose of such fixtures, moveable property, and personal property thereby rendering them unavailable for sale as provided by the Nuisance Statute;
- J. To order and direct that service of any orders in this matter, temporary or perpetual, on the employees, owners, and affiliates of Respondents be accomplished by posting a copy of the Order in plain view on the main front door entrance of the club;
- K. For such other relief as this Court may deem just and proper.

Respectfully submitted,



Attorneys for Petitioner

Lane W. Davis
Special Prosecutor, Office of the Solicitor
13th Judicial Circuit
Nelson Mullins Riley & Scarborough, LLP
Poinsett Plaza/9th Floor
104 S. Main Street
Greenville, S.C. 29601
Tel: 864-250-2245
Fax: 864-232-2925
Lane.Davis@NelsonMullins.com

W. Walter Wilkins, III, Solicitor
Andrew Culbreath, Asst. Solicitor
Thirteenth Judicial Circuit
Greenville County Courthouse
305 E. North Street, Suite 325
Greenville, S.C. 29601

Greenville, South Carolina

May 15, 2015

CERTIFICATE OF SERVICE

I, the undersigned administrative assistant of the Law Offices of Nelson Mullins Riley & Scarborough, LLP, attorneys for the State of South Carolina on the relation of William Walter Wilkins, III, Solicitor the Thirteenth Judicial Circuit, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy via first class United States Mail to the following address(es):

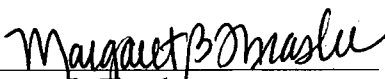
Pleading(s): SUMMONS AND AMENDED PETITION

Counsel served: Randall S. Hiller, Esq.
850-B Wade Hampton Blvd.
Greenville, SC 29609
rsh@rshpa.org

Hannah Rogers Metcalfe, Esq.
Metcalfe & Atkinson, LLC
9 Toy Street
Greenville, SC 29601
hmetcalfe@malawfirmnc.com

Oscar W. Bannister, Esq.
Bannister & Wyatt, LLC
PO Box 10007
Greenville, SC 29603
owbannister@bannisterwyatt.com

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 MAY 15 AM 10 59


Margaret B. Thrasher

May 15, 2015

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
State of South Carolina on the relation of	)	
William Walter Wilkins, III, Solicitor of	)	Civil Action No. 2015-CP-23-02597
The Thirteenth Judicial Circuit,	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
	)	PETITION FOR
	)	RULE TO SHOW CAUSE
Elephant, Inc., Gregory Kenwood Gaines,	)	
and Frontage Road Associates, Inc.	)	
	)	
Defendants.	)	
	)	

TO: RANDALL HILLER, ESQUIRE, AND HANNAH METCALFE, ESQUIRE, ATTORNEYS FOR
DEFENDANTS ELEPHANT, INC. AND GREGORY KENWOOD GAINES

NOW COMES THE STATE, by and through the undersigned Solicitor, who would respectfully
show unto this Honorable Court the following:

1. On April 17, 2015, Plaintiff/Solicitor W. Walter Wilkins, III, filed a Verified Petition against Elephant, Inc., Gregory Kenwood Gaines, and the property owner, Frontage Road Associates, Inc., alleging that a Public Nuisance as defined in South Carolina Code Subsection 15-43-10, *et seq.* existed at 805 Frontage Road in Greenville, South Carolina ("Subject Property").
2. Upon filing the Verified Petition, the Solicitor moved the Court for both a Temporary and Permanent Injunction as provided for under South Carolina Code Subsection 15-43-30, *et seq.* The Court granted the Solicitor a Temporary Injunction on May 6, 2015, pending a trial on the merits.
3. On June 3, 2015, prior to the trial on the merits, the parties entered into a consent order ("2015 Consent Order") wherein Defendants Elephant, Inc., and Gregory Kenwood Gaines ("Defendants") were ordered to comply, *inter alia*, with the following provisions:

A. Defendants, their successors, and assigns shall not permit any person at any time to appear in a "state of nudity" while in or on the Subject Property. In turn, and as incorporated into the 2015 Consent Order, "state of nudity" is defined as "... [T]he appearance of a human bare buttocks, anus, male genitals, female genitals, or female breasts." See June 3, 2015 Consent Order, p. 5 (incorporating 2003 Consent Order and the relevant provisions of Greenville County Ordinance No. 2673). The parties agreed that, in addition to the definition in Ordinance 2673, a person at the Subject Property would be considered to be in a "state of nudity" when any one or more of the following occur:

- 1) A female breast is shown with anything less than a completely opaque covering of the entire areola. As an illustration, a "pastie" or other covering which is both completely opaque and completely covering the areola would be sufficient minimum coverage to avoid the "state of nudity" as currently defined in Ordinance 2673; or
- 2) A human buttocks is exposed with anything less than a completely opaque covering of the genitalia and anus and a completely opaque covering over the buttocks with a minimum width of two (2) or more inches at the sacrum. As an illustration, completely opaque "thong", bikini bottoms, and "T-bar" forms of apparel that both completely cover the genitalia and anus and cover two (2) or more inches, at the sacrum, would be sufficient minimum coverage to avoid the "state of nudity" as currently defined in Ordinance 2673; or
- 3) Male or female genitals are exposed with anything less than a completely opaque covering.

B. Defendants shall not permit any person to engage in "specified sexual activities" while on the Subject Property; and

C. Defendants shall not permit any person to at any time display or expose "specified anatomical areas" while in or on the Subject Property.

4. The 2015 Consent Order, by reference and incorporation, defines "specified sexual activities" as including any of the following:

A. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;

- B. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- C. Masturbation, actual or simulated; or
- D. Excretory functions as part of or in connection with any of the activities set forth in A through C above.

5. The 2015 Consent Order, by reference and incorporation, defines "specified anatomical areas" as the male genitals in a state of sexual arousal or the vulva or more intimate parts of the female genitals.

6. As a separate part of the 2015 Consent Order, the Defendants also consented to enhanced monitoring of the Subject Property by providing the Solicitor with access to digital video footage of all areas where dancers interact with customers inside the Subject Property. The Defendants also agreed to provide the Solicitor with six thousand and five hundred dollars (\$6,500.00) in funds for the purpose of hiring Independent Monitors to conduct monitoring of the activities occurring on the Subject Property from November 8, 2015, through November 8, 2016.

7. Over the last six months, the Solicitor has periodically requested from the Defendants randomly selected segments of video footage taken inside the Subject Property to evaluate the Defendants' compliance with the terms and conditions of the 2015 Consent Order.

8. Based on a review of segments of the above-referenced video footage, the Solicitor has identified multiple occasions where the Defendants are in violation of the 2015 Consent Order. These observed violations include:

- Dancers wearing garments that fall below the minimum coverage required to avoid the "state of nudity" as defined, by reference and incorporation, in the 2015 Consent Order;
- Dancers fondling and erotic touching of the breasts;
- Dancers engaged in simulated sex acts, to include intercourse; and
- Dancers engaged in simulated masturbation.

The segments of actual video footage are attached hereto as “**Exhibit A**”, incorporated herein by reference, and originate from inside the Subject Property on or about the following dates, locations, and time stamps on the videos:

	Date	Location	Time Stamp - Begin	Time Stamp - End
1	November 20, 2015	Couch Room (11)	41:50	43:30
2	November 20, 2015	Couch Room (12)	46:45	48:10
3	November 20, 2015	Couch Room (12)	1:19:30	1:21:30
4	November 20, 2015	Couch Room (12)	1:45:00	1:46:05
5	November 20, 2015	Couch Room (12)	2:18:35	2:20:20
6	November 21, 2015	Couch Room (12)	9:25	11:30
7	November 21, 2015	Couch Room (12)	1:08:10	1:09:55
8	March 14, 2016	Couch Room (11)	47:40	49:00
9	March 14, 2016	Couch Room (12)	1:06:20	1:08:45
10	March 14, 2016	Couch Room (12)	1:09:45	1:13:30
11	March 14, 2016	Couch Room (12)	1:22:15	1:26:00

10. In addition to the violations observed by Solicitor on review of the video footage, the Independent Monitors personally observed multiple violations committed by the dancers in furtherance of the Defendants’ business, including but not limited to:

- Wearing garments that fall below the minimum coverage required to avoid the “state of nudity” as defined, by reference and incorporation, in the 2015 Consent Order;
- Exposing bare breasts without pasties;
- Exposing bare buttocks/vagina;
- Fondling and erotic touching of genitals, pubic region, and breasts;
- Simulated sex acts, to include intercourse and oral copulation; and
- Simulated masturbation.

11. Due to the covert nature of the Independent Monitors’ operations inside the Subject Property, and

in an effort to preserve their anonymity for future operations, the names of the Independent Monitors are not included in this Petition although they can be made available to the Court and defense counsel upon a proper showing of necessity as made by the Defendants. The violations observed by the Independent Monitors are documented in the Affidavits of *Independent Monitor 1* and *Independent Monitor 2* attached hereto as "**Exhibit B**" and "**Exhibit C**" respectively, and their contents are incorporated herein by reference. Further, based on South Carolina Code Subsection 30-4-40(a)(3)(A) and applicable case law, the actual names of the Independent Monitors have been redacted from their publicly filed Affidavits.

12. Video footage obtained from the Defendants following the Independent Monitors' visits to the Subject Property further document the observed violations. A copy of the supporting video footage is attached hereto as "**Exhibit D**", incorporated herein by reference, and originates from inside the Subject Property on the following dates, locations, and time stamps on the videos:

	Date	Location	Time Stamp – Begin	Time Stamp - End
12	March 25-26, 2016	Couch Room (12) IM #1	37:30	42:30
13	March 25-26, 2016	Couch Room (12) IM #2	42:30	44:15
14	March 25-26, 2016	Couch Room (12) (outside camera view)	11:30	12:15
15	March 25-26, 2016	Couch Room (12) (outside camera view)	23:10	23:40
16	March 25-26, 2016	Champagne Room (10) (use of back booth)	17:20	17:50
17	April 5-6, 2016	Champagne Room (9) (IMs with Dancers)	41:30	47:59
18	April 5-6, 2016	Champagne Room (9) (Dancers Together)	48:00	54:00
19	April 7-8, 2016	Champagne Room (10) (IMs with Dancers)	00:00	2:00

13. On January 25, 2016, the undersigned Deputy Solicitor notified counsel for the Defendants via email of four (4) apparent violations observed on video that occurred on November 20-21, 2015, in the Couch Room, as well as inadequate video surveillance coverage inside the Champagne Room. The

Deputy Solicitor's email notification, along with Defense Counsel's response, is attached hereto as "Exhibit E".

14. Further, the Independent Monitors observed deliberate efforts by the dancers to conceal their prohibited activities while in the Couch Room and Champagne Room by positioning themselves and their customers outside the view of the surveillance cameras. See Video footage segments numbered PP14, PP15, and PP16 on "Exhibit D" referenced above.

15. The dancers' deliberate efforts to conceal their activities inside the Subject Property from the view of the cameras included efforts to (1) place customers below the camera in the Couch Room (PP14, PP15), and (2) seat customers in the booth farthest from the camera in the "Champagne Room" (PP16). It is important to note that these concealment efforts occurred after the Defendants were notified on January 26, 2016, of the inadequate video coverage at this location, and after the Defendants represented to the Deputy Solicitor that, rather than installing an additional camera as suggested, they would no longer allow customers to be seated in the farthest booth from the camera inside the Champagne Room. See "Exhibit E"

16. Based on the Defendants' willful, continuous, and unabated violations of relevant provisions of the 2015 Consent Order, the Solicitor requests that this Court issue an Order directing Defendants Elephant, Inc. and Gregory Kenwood Gaines to appear before the Court to show cause as to why they should not be found in violation of the Court's 2015 Consent Order and, if found in contempt, that they be sanctioned to the maximum extent allowed by law and in a manner that will ensure the Defendants permanently abate all conduct creating a nuisance.

[SIGNATURE PAGE TO FOLLOW]

s/ W. Walter Wilkins

W. Walter Wilkins, Solicitor
SC Bar No.: 16470

s/ Andrew S. Culbreath

Andrew S. Culbreath, Deputy Solicitor
SC Bar No. 14107

Thirteenth Judicial Circuit Solicitor's Office
305 E. North Street, Suite 325
Greenville, South Carolina 29601
(864) 467-8647
(864) 467-8623 (facsimile)

Dated: April 27, 2016
Greenville, South Carolina

EXHIBIT A

One DVD containing video footage segments numbered PP1-PP11 from Subject Property

PROVIDED VIA HAND DELIVERY TO THE COURT AND
RANDALL HILLER, ESQUIRE AND HANNAH METCALFE, ESQUIRE,
ATTORNEYS FOR THE DEFENDANTS

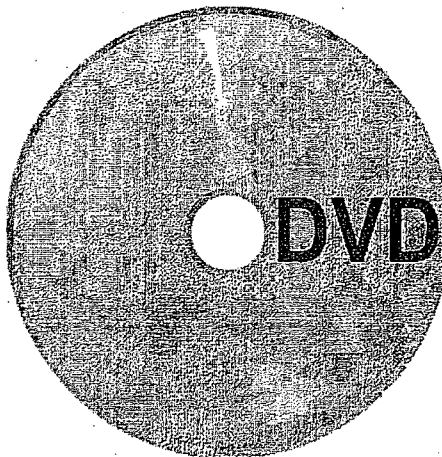


EXHIBIT B

Affidavit of Independent Monitor #1

(Affiant's name has been redacted pursuant to S.C. Code Ann. §30-4-40(a)(3)(A)
and applicable case law to protect the identity of Independent Monitor #1)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
The Thirteenth Judicial Circuit,)
Plaintiff,)

vs.)

Elephant, Inc., Gregory Kenwood Gaines,)
and Frontage Road Associates, Inc.)
Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2015-CP-23-02597

AFFIDAVIT OF

INDEPENDENT MONITOR #1

Personally appeared before me the undersigned, who, being duly deposed and sworn, states as follows:

1. My name is [REDACTED] I am over the age of eighteen (18) years old. I am of sound mind and I am competent to execute this affidavit. I am a South Carolina Criminal Justice Academy Certified Class 1 Law Enforcement Officer. The content of this affidavit is based upon my personal knowledge, unless otherwise indicated herein.

March 25-26, 2016

2. On March 25, 2016, at approximately 21:30, I and [REDACTED] (hereinafter "Independent Monitor #2") did enter Platinum Plus located at 805 Frontage Road in Greenville, S.C. We entered and were advised by the door greeter that men were required to pay a cover charge in order to enter the club. I paid the fee and then bought two beers from the beer stand by the entrance. Independent Monitor 2 and I then took seats close to the main stage.
3. At approximately 22:00 that evening, we were approached by a dancer named Navia. Navia asked us if we wanted to go with her over to the Conch Room for a private dance. We agreed and followed her from the main room into the Couch Room where she tried to sit us against the far wall, which I believed was out of view of the cameras. At this time, Independent Monitor #2 did request that Navia seat us at one of the booths in the middle of the room.
4. Navia began her dance by removing a black lace halter top that exposed her mid-section, as well as a short red skirt. At this point she was wearing only pasties that were covering her entire nipple area and a thin red string thong. The straps on the thong, both on the sides as well as the back, were well under one inch in coverage. Navia began her dance by grinding her buttocks on my lap. Navia stood up and pulled her thong halfway down her buttocks and left it there for the majority of the dance. Navia continued to grind and bounce her buttocks forcefully on my lap, as if attempting to replicate a sexual act. Navia then lay across my lap and spread her legs into a split and exposing the crotch of her panties. She then began slapping and rubbing herself in the crotch area several times. Navia continued grinding her pubic region against mine while dancing, and proceeded to rub her breasts on each side of my face during the dance. Navia

charged us approximately \$60 for the dance, which was approximately \$30 per song. We left the Couch Room after the second dance and returned to the main stage.

5. Independent Monitor #2 and I observed several dancers on the main stage until we observed one, later identified as Chloe (stage name "Slim"), who had tape placed over her nipples which did not cover the entire areola. Independent Monitor #2 approached Chloe and asked her if she would be willing to take us up to the Champagne Room. Chloe approached an employee wearing a suit and ear piece (white male with bald head) standing in the main room and appeared to ask him for permission to take us up to the Champagne Room.
6. At approximately 00:00, Independent Monitor #2 and I went up to the Champagne room with Chloe. We were approached by two champagne hostesses who advised us of the champagne prices. One of the hostesses, Megan, advised us that it would cost \$295 for the cheapest bottle and one hour in the room. We paid that price and then settled on a price of \$350 for Chloe to stay in the room with us for the hour. After a few moments, we were approached by the second hostess who stated that Megan was new and had been wrong about the prices and that it would cost \$353 for the cheapest bottle and one hour in the room. We then paid the difference to the second hostess at which time Chloe started her lap dance on me.
7. Chloe was completely topless with one piece of tape across each nipple and was wearing a pink thong that appeared to be one inch thick in the back and sides. Chloe began by grinding her buttocks on my lap, and then began bouncing up and down on top of my lap as if to simulate sexual intercourse while she pushed her breasts against my face. Chloe also straddled me so that her back was towards me. Chloe continued to grind her pubic region on my lap and bounce up and down during the dance to simulate sexual intercourse. Chloe also used small pieces of fruit, which were brought to us by the champagne hostesses. During her dance, Chloe pulled up my shirt and placed a piece of fruit on my stomach and licked it off.
8. Chloe continued to grind on me, but after a short while she stopped to take a break. During her break, Chloe stated that she and other underage dancers had been allowed to consume alcohol while working at the club. After her break, Chloe continued to dance on me for a few more minutes until a champagne hostess informed us that our time was about to expire. At approximately 01:48, Independent Monitor #2 and I returned to the main room of the club and sat in front of the Main Stage for approximately ten minutes before deciding to leave. The total amount of money spent during this evening was \$843.00.

April 5-6, 2016

9. On April 5, 2016, at approximately 22:47, Independent Monitor #2 and I did enter Platinum Plus located at 805 Frontage Road in Greenville, S.C. We were asked by the door hostess for identification to verify our ages, and then were advised that males had to pay a cover fee in order to enter. The fee was paid and we entered into the main area. We walked over to the bar located to the left side and ordered two beers. We then went back out onto the main floor and sat towards the back of the room.

10. We sat for approximately 35 to 45 minutes with no one approaching us, but during this time we did observe a female who was dancing on the floor with a group of males and several other strippers. The female, later identified as "Mia", had removed a white half shirt she was wearing leaving her topless but with pasties covering her nipples. She was also wearing a wide red thong. Mia finished dancing with the group, put her shirt back on, and walked away headed to the back of the room at which time Independent Monitor 2 began to speak with her. Mia took a seat at the table with us. Independent Monitor 2 told Mia that we were looking to go upstairs to the Champagne Room and wanted another girl to join us.
11. Mia said she knew someone and walked over and had grabbed another girl later identified as "Nicole". Mia and Nicole sat down with us, introduced themselves and asked our names and relationship (i.e. husband and wife or boyfriend and girlfriend). After several minutes of general conversation (where we lived and schools attended), Mia said lets go upstairs and "get the party started".
12. At approximately 23:45 to 23:50 that evening, Independent Monitor #2 and I went up to the Champagne Room with Mia and Nicole where we were met by the Champagne Hostess named "Bree" who told us to sit wherever we wanted to. Bree asked if we wanted the \$295.00 bottle of Champagne, but let us know that, with taxes included, the price would be \$354. Independent Monitor #2 agreed to the price, and Bree then stated that we could discuss the cost of the dances with the two girls. Independent Monitor 2 asked if \$350.00 per Dancer would be an acceptable price, and both Mia and Nicole agreed to dance for this amount. I paid Nicole \$350.00 and Independent Monitor 2 paid Mia another \$350.00. Mia and Nicole then started discussing what type of shots we drank. Mia ordered the shots and told us she would be right back. She said she needed to freshen up and that our one hour time period for our dance would not start until she returned.
13. Mia returned a few minutes later and was ready to start. Mia was told by Independent Monitor #2 that we wanted to watch the two of them dance. Mia took off her white half shirt and again was topless with pasties on. Mia was wearing a red wide thong over 2 inches that only exposed her butt cheeks and knee high black boots. Nicole was wearing a string thong with a flowered print bra. Nicole removed her bra and had tape covering her nipples. Nicole was told to lie down on the couch by Mia and they began to kiss each other as Mia was touching Nicole on her breast and bare buttocks.
14. Mia then stated she hated wearing the pasties and took them off, exposing her bare nipples. Nicole then removed her tape, also exposing her bare nipples. Mia started to suck on Nicole's nipples. Mia began to rub her vaginal area on Nicole's vaginal area (both were still wearing thongs) and Nicole yelled out "I am going to cum!" These acts went on for several minutes until Mia lay back on the couch with her legs up in the air and Nicole began to rub on Mia around her vaginal/pubic area outside her thong and touching Mia's breasts. Mia then turned around and got on her knees and said she wanted Nicole to spank her butt hard, which she did. Nicole then got on her knees and wanted her butt spanked, which Mia did.
15. We were then asked to go sit on the opposite couch at which time Mia began to start dancing on me with Nicole rubbing on Independent Monitor #2. Mia then lay across me and Independent Monitor #2 with her head in my lap. Nicole then began kiss and simulate oral sex on Mia. Mia started to lift up the front of her thong where I could see her exposed vaginal area. Nicole

grabbed a piece of ice from the champagne bucket and put that in her mouth, letting the ice partially hang out of her mouth as she rubbed on top of Mia's covered pubic/vaginal area.

16. Several times Champagne Hostess Bree came over to remind Mia and Nicole to put their pasties back on and even cut pieces of tape for Nicole to use. Nicole put the tape across her exposed nipples to cover them, but Mia refused to re-cover her exposed nipples. Mia and Nicole then both moved onto the floor and continued to rub and kiss on each other, and instructed us to move to the opposite couch for a better view of them.
17. Mia then got up and walked over to the bar area as Independent Monitor #2 went to the restroom. Nicole proceeded to rub her hands up my inner thighs and climbing on top of me and proceeded to kiss my neck and my ear. Nicole proceeded to turn around and place her hands on the floor with backside facing me, and started to simulate having sex with me stating "this is how I do it when I am having sex".
18. Independent Monitor #2 returned from the restroom, along with Mia, and we began talking about them doing a private party outside of Platinum and they both agreed to it. Bree came over and told us that our time was about up and we could stay longer for an additional cost above what we had already paid. We declined and I told Bree that we would come back later.
19. Phone numbers were exchanged between Nicole, Mia and Independent Monitor #2. Independent Monitor #2 and I then went back downstairs to the main floor. We left Platinum Plus at approximately 01:07. The total amount of money spent during this evening was \$1,098.

April 7-8, 2016

20. On April 7, 2016 at approximately 23:25, Independent Monitor #2 and I did enter Platinum Plus located at 805 Frontage Road in Greenville, S.C. We were asked for identification to verify our ages. I presented a card for free admission which I had received from a previous night at this location. We entered Platinum Plus and purchased two beers at the bar located on the left side of the main room.
21. We sat on the main floor for approximately 45 minutes before a dancer named "Cheryl" (stage name "Tasty") approached us and started a conversation. After talking for a few minutes, Cheryl agreed to go to the Champagne Room with us along with another dancer of her choosing. Cheryl went to dance on the Main Stage and then in the two smaller cages before returning to our location accompanied by a second Dancer. The second Dancer identified herself as "Delrae", which she later advised was her real name.
22. At approximately 00:30, Independent Monitor #2 and I did enter the Champagne Room with Cheryl and Delrae and sat in a booth. A price of \$300 per Dancer was agreed upon, and the cheapest bottle of wine (approximately \$354) was selected. We did tell the girls that for the majority of their dancing we did wish for the two strippers to dance with each other. Before beginning their dance, both girls ordered alcoholic beverages from the Champagne Hostess.
23. During their dance with each other, Delrae and Cheryl did both grind on one another's crotch and pubic regions as well as bounce on top of each other's crotch. Cheryl and Delrae did lick and kiss on each other, as well as grabbing and squeezing on each other's breasts. Delrae stated

that she wanted to take her pasties off but at no point did she do so. Both girls removed their tops with only tape covering their nipples. Delrae and Cheryl both had several layers of underwear on which were removed at different points throughout the dance. Delrae was wearing a bright yellow thong with the sides and back measuring approximately one inch in width. Cheryl's thong was a G-string, and measured well under one inch on the sides and back. During their dance, both girls took turns standing behind one another and thrusting their pelvis against the other girl's buttocks, simulating a sexual act.

24. Delrae and Cheryl then began dancing on me and did bounce and grind their pubic region and buttocks on my crotch area. Cheryl also ran her lips across my neck and put her face in my crotch area, simulating an oral sex act.
25. At approximately 01:30, Champagne Hostess Bree did advise us that our time was almost up so we collected contact information from both Cheryl and Delrae. We then returned to the main floor area downstairs and ultimately left Platinum Plus at approximately 01:40. The total amount of money spent during this evening was \$994.

FURTHER, AFFIANT SAYETH NOT.


(Independent Monitor #1)

Dated: April 22, 2016
Greenville, South Carolina

Sworn to and subscribed before me
this 22nd day of April 2016


Notary Public for South Carolina
My Commission Expires: June 12, 2025

EXHIBIT C

Affidavit of Independent Monitor #2

(Affiant's name has been redacted pursuant to S.C. Code Ann. §30-4-40(a)(3)(A)
and applicable case law to protect the identity of Independent Monitor #2)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
The Thirteenth Judicial Circuit,)
Plaintiff,)
vs.)
Elephant, Inc., Gregory Kenwood Gaines,)
and Frontage Road Associates, Inc.)
Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
Civil Action No. 2015-CP-23-02597

AFFIDAVIT OF

INDEPENDENT MONITOR #2

Personally appeared before me the undersigned, who, being duly deposed and sworn, states as follows:

1. My name is [REDACTED] I am over the age of eighteen (18) years old. I am of sound mind and I am competent to execute this affidavit. I am a South Carolina Criminal Justice Academy Certified Class 1 Law Enforcement Officer. The content of this affidavit is based upon my personal knowledge, unless otherwise indicated herein.

March 25-26, 2016

2. On March 25, 2016, at approximately 21:30, I and [REDACTED] (hereinafter "Independent Monitor #1") did enter Platinum Plus located at 805 Frontage Road in Greenville, S.C. We entered and were advised by the door greeter that men were required to pay a cover charge in order to enter the club. Independent Monitor 1 paid the fee and bought two beers from the beer stand by the entrance. We then took seats close to the main stage.
3. At approximately 22:00 that evening, we were approached by a dancer named Navia. Navia asked us if we wanted to go with her over to the Couch Room for a private dance. We agreed and followed her from the main room into the Couch Room where she tried to sit us against the far wall, which I believed was out of view of the cameras. At this time, I did request that Navia seat us at one of the booths in the middle of the room.
4. Navia began her dance by removing a black lace halter top that exposed her mid-section, as well as a short red skirt. At this point she was wearing only pasties that were covering her entire nipple area and a thin red string thong. The straps on the thong, both on the sides as well as the back, were well under one inch in coverage. Navia began her dance by grinding her buttocks on Independent Monitor #1's lap. Navia stood up and pulled her thong halfway down her buttocks and left it there for the majority of the dance. Navia continued to grind and bounce her buttocks forcefully on Independent Monitor #1's lap, as if attempting to replicate a sexual act. Navia then lay across his lap and spread her legs into a split. She then began slapping and rubbing herself in the crotch area several times. Navia continued grinding her pubic region against his while dancing, and proceeded to rub her breasts on each side of his face during the dance. Navia

charged us approximately \$60 for the dance, which was approximately \$30 per song. We paid Navia and left the Couch Room after the second dance and returned to the main floor area.

5. While in the main floor area I observed a dancer on the main stage, later identified as Chloe (stage name "Slim"), who had tape placed over her nipples that did not cover the entire areola of her breast. I approached Chloe and asked her if she would be willing to take Independent Monitor #1 and me up to the Champagne Room.
6. At approximately 00:00, Independent Monitor #1 and I went up to the Champagne room with Chloe. We were approached by two champagne hostesses who advised us of the champagne prices. One of the hostesses, Megan, advised us that it would cost \$295 for the cheapest bottle and included one hour in the room with the dancer. We paid that price and then negotiated a price of \$350 with Chloe for her to dance for the hour. We paid Chloe and, after a few moments, we were approached by the second hostess who explained that Megan was new and had been wrong about the champagne prices. The second Champagne Hostess stated that it would cost \$353 for the cheapest bottle and one hour in the room. We then paid the difference to the second hostess at which time Chloe started her lap dance on Independent Monitor #1.
7. Chloe was completely topless with one piece of tape across each nipple and was wearing a pink thong that appeared to be one inch thick in the back and sides. Chloe began by grinding her buttocks on Independent Monitor #1's lap, and then began bouncing up and down as if to simulate sexual intercourse with him while she pushed her breasts against his face. Chloe also straddled him so that her back was towards him. Chloe continued to grind her pubic region on his lap and bounce up and down during the dance, simulating sexual intercourse. Chloe also used small pieces of fruit, which were brought to us by the champagne hostesses.
8. Chloe continued to grind on Independent Monitor #1, but after a short while she stopped to take a break. During her break, Chloe stated that she and other underage dancers had been allowed to consume alcohol while working at the club. After her break, Chloe danced a bit more for Independent Monitor #1 and at approximately 01:48, Independent Monitor #1 and I returned to the main floor area of the club. We sat in front of the Main Stage for approximately ten minutes before deciding to leave. The total amount of money spent during this evening was \$843.00.

April 5-6, 2016

9. On April 5, 2016, at approximately 22:47, Independent Monitor #1 and I did enter Platinum Plus located at 805 Frontage Road in Greenville, S.C. We were asked by the door hostess for identification to verify our ages, and then were advised that males had to pay a cover fee in order to enter. The fee was paid and we entered into the main area. We walked over to the bar located to the left side and ordered two beers. We then went back out onto the main floor and sat towards the back of the room.
10. We sat for approximately 35 to 45 minutes with no one approaching us, but during this time we did observe a female who was dancing on the floor with a group of males and several other strippers. The female, later identified as "Mia", had removed a white half shirt she was wearing leaving her topless but with pasties covering her nipples. She was also wearing a wide red

thong. Mia finished dancing with the group, put her shirt back on, and walked away headed to the back of the room at which time I began to speak with her. Mia took a seat at the table with us. I told Mia that we were looking to go upstairs to the Champagne Room, and wanted her and another dancer to join us.

11. Mia said she knew someone and walked over and had grabbed another girl later identified as "Nicole". Mia and Nicole sat down with us, introduced themselves and asked our names and relationship (i.e. husband and wife or boyfriend and girlfriend). After several minutes of general conversation (where we lived and schools attended), Mia said lets go upstairs and "get the party started".
12. At approximately 23:45 to 23:50 that evening, Independent Monitor #1 and I went up to the Champagne Room with Mia and Nicole where we were met by the Champagne Hostess named "Bree" who told us to sit wherever we wanted to. Bree asked if we wanted the \$295.00 bottle of Champagne but let us know that, with taxes included, the price would be \$354. I agreed to the price, and Bree then stated that we could discuss the cost of the dances with the two girls. I asked if \$350.00 per Dancer would be an acceptable price, and both Mia and Nicole agreed to dance for this amount. Independent Monitor #1 paid Nicole \$350.00 and I paid Mia another \$350.00. Mia and Nicole then started discussing what type of shots we drank. Mia ordered the shots and told us she would be right back. She said she needed to freshen up and that our one hour time period for our dance would not start until she returned.
13. Mia returned a few minutes later and was ready to start. I explained to Mia that we wanted to watch her dance with Nicole. Mia took off her white half-shirt leaving her topless with pasties on. Mia was wearing a wide red-colored thong that appeared to measure over two inches wide and only exposed her butt cheeks. Nicole was wearing a string thong with a flowered print bra. Nicole removed her bra and had tape covering her nipples. Mia told Nicole to lie down on the couch and they began to kiss each other while Mia touched Nicole on her breasts and bare buttocks.
14. Mia then stated she hated wearing the pasties and took them off, exposing her bare nipples. Nicole then removed her tape, also exposing her bare nipples. Mia started to suck on Nicole's nipples. Mia then began to rub her vaginal area on Nicole's vaginal area (both were still wearing their thongs) and Nicole yelled out "I am going to cum!" These acts went on for several minutes until Mia lay back on the couch with her legs up in the air and Nicole began to rub on Mia around her vaginal/pubic area outside her thong and touching Mia's breasts. Mia then turned around and got on her knees and said she wanted Nicole to spank her butt hard, which she did. Nicole then got on her knees and wanted her butt spanked, which Mia did.
15. We were then asked to go sit on the opposite couch, at which time Mia began to start dancing on Independent Monitor #1 with Nicole rubbing on me. Mia then lay across me and Independent Monitor #1 with her head in Independent Monitor #1's lap. Nicole then began to kiss and simulate oral sex on Mia. Nicole grabbed a piece of ice from the champagne bucket and put that in her mouth, letting the ice partially hang out of her mouth and appeared to rub the ice on top of Mia's covered pubic/vaginal area.
16. Several times Champagne Hostess Bree came over to remind Mia and Nicole to put their pasties back on, and even cut pieces of tape for Nicole to use. Nicole put the tape across her exposed

nipples to cover them, but Mia refused to re-cover her exposed nipples. Mia and Nicole then both moved onto the floor and continued to rub and kiss on each other, and instructed us to move to the opposite couch for a better view of them. At some point shortly thereafter, I got up to use the restroom.

17. I returned from the restroom and we began talking about them doing a private party outside of Platinum. Bree came over and told us that our time was about up and we could stay longer for an additional cost above what we had already paid. We declined. I exchanged phone numbers with Nicole and Mia and Independent Monitor #1 and I went back downstairs to the main floor. We left Platinum Plus at approximately 01:07. The total amount of money spent during this evening was \$1,098.

April 7-8, 2016

18. On April 7, 2016 at approximately 23:25, Independent Monitor #1 and I did enter Platinum Plus located at 805 Frontage Road in Greenville, S.C. We were asked for identification to verify our ages. Independent Monitor #1 presented a card for free admission which he had received from a previous night at this location. We entered Platinum Plus and purchased two beers at the bar located on the left side of the main room.
19. We sat on the main floor for approximately 45 minutes before a dancer named "Cheryl" (stage name "Tasty") approached us and started a conversation. After talking for a few minutes, Cheryl agreed to go to the Champagne Room with us along with another dancer of her choosing. Cheryl went to dance on the Main Stage and then in the two smaller cages before returning to our location accompanied by a second dancer. The second dancer identified herself as "Delrae", which she later advised was her real name.
20. At approximately 00:30, Independent Monitor #1 and I did enter the Champagne Room with Cheryl and Delrae and sat in a booth on the left side. A price of \$300 per dancer was agreed upon with Cheryl and Delrae, and the cheapest bottle of wine (approximately \$354) was selected. We did tell the girls that for the majority of their dancing we did wish for the two strippers to dance with each other. Before beginning their dance, both girls ordered alcoholic beverages from the Champagne Hostess.
21. During their dance with each other, Delrae and Cheryl did both grind on one another's crotch and pubic regions as well as bounce on top of each other's crotch. Cheryl and Delrae did lick and kiss on each other, and grabbed and squeezed on each other's breasts. Delrae stated that she wanted to take her pasties off but at no point did she do so. Both girls removed their tops with only tape covering their nipples. Delrae and Cheryl both had several layers of underwear on which were removed at different points throughout the dance. Delrae was wearing a bright yellow thong with the sides and back measuring approximately one inch in width. Cheryl's thong was a G-string, and measured well under one inch on the sides and back. During their dance, both girls took turns standing behind one another and thrusting their pelvis against the other girl's buttocks, simulating a sexual act.

22. At approximately 01:30, Champagne Hostess Bree did advise us that our time was almost up so we collected contact information from both Cheryl and Delrae. We then returned downstairs to the main floor area downstairs and ultimately left Platinum Plus at approximately 01:40. The total amount of money spent during this evening was \$994.

FURTHER, AFFIANT SAYETH NOT.

[REDACTED]

(Independent Monitor #2)

Dated: April 22, 2016
Greenville, South Carolina

Sworn to and subscribed before me .
this 22nd day of April 2016

Katie Tucker

Notary Public for South Carolina

My Commission Expires: June 12, 2025

EXHIBIT D

One DVD containing video footage numbered PP12-PP19 from Subject Property

PROVIDED VIA HAND DELIVERY TO THE COURT AND
RANDALL HILLER, ESQUIRE AND HANNAH METCALFE, ESQUIRE,
ATTORNEYS FOR THE DEFENDANTS



EXHIBIT E

Copy of Deputy Solicitor's e-mail notification to Defense Counsel (January 25-26, 2016) regarding violations and inadequate video monitoring coverage in the "Champagne Room" and Defense Counsel's response (February 18, 2016)

Attorneys at Law
850 Wade Hampton Blvd.
Greenville, S.C. 29609

CONFIDENTIAL & PRIVILEGED

Unless otherwise indicated or obvious from the nature of the following communication, the information contained herein is attorney-client privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

From: Culbreath, Andrew

Sent: Monday, January 25, 2016 11:52 AM

To: Randall S. Hiller ; Hannah Metcalfe

Subject: Re: PP Video Footage

Hannah & Randy,

Happy Monday! I needed to get some more video footage from PP Greenville. The way we did this last time was the PP IT guy uploaded the requested footage to the Dropbox app and I downloaded it onto an external hard drive here, and we can do the same this time as well.

Of note, upon a review of the video footage from November, 2015, there appear to be multiple violations of the consent order as it relates to "specified sexual activities". Specifically, dancers can be seen performing simulated sex acts on patrons in the Couch Room. Also, the only booth in the Champagne Room that a patron was observed going to was the one booth where the camera does not provide coverage. This booth should not be the first one used, but the last one assuming all other booths are full.

Please provide footage from January 21-22, 2016 from the Couch Room and Champagne Room from 10:00pm to 1:00am. We would like to have this footage by COB on Thursday, January 28, 2016.

Thank you.

Andrew

Andrew S. Culbreath
13th Judicial Circuit Solicitor's Office
Greenville County Courthouse
305 East North Street, Suite 325
Greenville, SC 29601

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Culbreath, Andrew

From: Culbreath, Andrew
Sent: Tuesday, January 26, 2016 11:22 AM
To: Randall S. Hiller; 'Hannah Metcalfe'
Cc: Tollison, Mark; Campbell, Dean
Subject: RE: PP Video Footage

Randy,

From the November 20, 2015 video from the far wall of the Couch Room (Ch 12 112021), there are at least for instances of prohibited "specified sexual activities" as defined in the ordinance. The violations for the four I have observed thus far are:

Beginning at 36:00 min
Beginning at 1:18 min
Beginning at 1:44 min
Beginning at 1:53 min

The video camera in the Chamapgne Room clearly identifies the far booths that cannot be observed by the camera. It looks like they will need to install another camera in order to get full coverage in that area, but I leave that up to their IT folks.

Andrew

Andrew S. Culbreath
13th Judicial Circuit Solicitor's Office
Greenville County Courthouse
305 East North Street, Suite 325
Greenville, SC 29601

From: Randall S. Hiller
Sent: Tuesday, January 26, 2016 9:26 AM
To: Culbreath, Andrew; 'Hannah Metcalfe'
Subject: RE: PP Video Footage

Andrew:

I obviously did not review the tapes. Can you point me to a camera, date and time that you believe you see something you consider inappropriate so I can review before we discuss.

In the interim I have ordered the new video you requested.

Randall S. Hiller
Randall S. Hiller, P.A.

Culbreath, Andrew

From: Randall S. Hiller
Sent: Thursday, February 18, 2016 1:26 PM
To: Culbreath, Andrew
Subject: RE:

Andrew:

I will have to follow up. I think they were going to just try not to use that one booth.

Randall S. Hiller
Randall S. Hiller, P.A.
Attorneys at Law
850 Wade Hampton Blvd.
Greenville, S.C. 29609

CONFIDENTIAL & PRIVILEGED

Unless otherwise indicated or obvious from the nature of the following communication, the information contained herein is attorney-client privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

From: Culbreath, Andrew
Sent: Wednesday, February 17, 2016 1:41 PM
To: Randall S. Hiller
Subject: RE:

Randy,

Has the club taken any steps to install additional cameras in the Champagne Room or otherwise eliminate the blind spots up there? Thanks

Andrew

From: Randall S. Hiller
Sent: Monday, February 01, 2016 1:11 PM
To: Culbreath, Andrew
Subject:

Andrew:

Link below. There is no video for 1/22 as the snow closed the business.

<https://www.dropbox.com/sh/m8nr1tqhs982o8d/AACdU2x8uY>

Randall S. Hiller
Randall S. Hiller, P.A.
Attorneys at Law
850 Wade Hampton Blvd.
Greenville, S.C. 29609

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

State of South Carolina on the relation of
William Walter Wilkins, III, Solicitor of
The Thirteenth Judicial Circuit,

Plaintiff,)

vs.)

Elephant, Inc. Gregory Kenwood Gaines,
and Frontage Road Associates, Inc.

Defendants.)

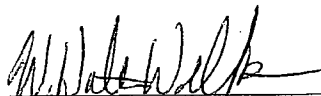
IN THE COURT OF COMMON PLEAS

IN THE THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2015-CP-23-02597

VERIFICATION

PERSONALLY appeared before me, W. Walter Wilkins, and after being duly deposed and sworn, does state that he is the Plaintiff in the foregoing action and that he had read the within Petition for Rule to Show Cause and knows the contents thereof to be true of his own knowledge, except those alleged upon information and belief, and as to those, he believes them to be true.

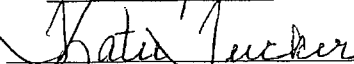


W. Walter Wilkins

Solicitor

Thirteenth Judicial Circuit

SWORN TO BEFORE ME THIS 10th DAY
OF May, 2016



Notary Public for SC

My commission expires: June 12, 2016

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)
ON THE RELATION OF)
WILLIAM WALTER WILKINS, III,)
SOLICITOR OF THE THIRTEENTH)
JUDICIAL CIRCUIT,)
PLAINTIFF,)
-VS-)
ELEPHANT, INC. AND)
FRONTAGE ROAD ASSOCIATES, INC.,)
DEFENDANTS.)

2015-CP-23-02597

TRANSCRIPT OF RECORD

APRIL 24, 2015
GREENVILLE, SOUTH CAROLINA

B E F O R E:

THE HONORABLE CHARLES B. SIMMONS, JR.

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

ATTORNEYS FOR PLAINTIFF:

WILLIAM W. WILKINS, III, SOLICITOR
ANDREW S. CULBREATH, ASSISTANT SOLICITOR
LANE W. DAVIS, ESQUIRE
D. BRADWELL RUSTIN, IV, ESQUIRE

ATTORNEYS FOR DEFENDANTS:

RANDALL S. HILLER, ESQUIRE
HANNAH ROGERS METCALFE, ESQUIRE
OSCAR W. BANNISTER, ESQUIRE

SUSAN W. HUDGINS
CIRCUIT COURT REPORTER

INDEXWITNESSPAGE NO.

CERTIFICATE OF REPORTER

59

ELEPHANT, INC. EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EVIDENCE</u>
D-1	AFFIDAVIT OF RICK ZURICH	18	18
D-2	STACK OF AFFIDAVITS	47	47

FRONTAGE ROAD EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EVIDENCE</u>
D-1	AFFIDAVIT OF THOMAS SCHWEITZER	54	54

1 **THE COURT:** Keep your seat, please. All right. First,
2 it is always good to have very fine lawyers and interesting
3 issues. And we have been back in chambers discussing
4 exactly how this thing's going to proceed.

5 And as I discussed with all of the attorneys, I have a
6 good handle on what I believe the issues are. There are a
7 series of questions I want to go through with counsel.

8 Very good lawyers tend to like to talk. We've got a
9 limited time-frame. I want to make sure that everything is
10 presented that needs to be presented. So I'm going to kind
11 of keep y'all on somewhat of a short leash with that.

12 Let me go from what I understand some of the larger
13 issues are. And I start from the premise that under County
14 ordinance 2.5-71, also known as ordinance 2673, sexually
15 oriented businesses are legally recognized and allowed to
16 operate in our County, but there are two questions that come
17 from that as well as some other larger questions we're going
18 to go into.

19 First is is there admissible evidence that in this case
20 the business known as Platinum Plus crossed that line? And,
21 second, if they did, does the evidence establish that the
22 State has presented a reason under the statute or common law
23 to close the business pending a trial on the merits?

24 So let me start, lady and gentlemen, and, first, just
25 for the record, if you could identify yourself and who you

1 are appearing on behalf of.

2 **MR. DAVIS:** Lane Davis, Your Honor, from Nelson Mullins
3 appearing on behalf of the Thirteen Circuit Solicitor. With
4 me today I have Solicitor Walt Wilkins, Assistant Solicitor
5 Andrew Culbreath and Brad Rustin, who is also with my
6 office.

7 **THE COURT:** And, Mr. Davis, will you be the one
8 primarily arguing the State's case today?

9 **MR. DAVIS:** Yes, Your Honor.

10 **THE COURT:** Okay. All right. Mr. Hiller.

11 **MR. HILLER:** Randall Hiller. I represent Elephant,
12 Inc., doing business as Platinum Plus. And my co-counsel is
13 Hannah Rogers Metcalfe.

14 **THE COURT:** And who's going to be doing the primary
15 argument?

16 **MR. HILLER:** I will be doing the primary argument.

17 **THE COURT:** All right. Mr. Bannister.

18 **MR. BANNISTER:** O.W. Bannister. And I represent
19 Frontage Road Associates, Inc., which is merely the owner of
20 the building.

21 **THE COURT:** All right.

22 **MR. BANNISTER:** And I'll be doing the argument.

23 **THE COURT:** You're just here to see that truth and
24 justice prevails, Mr. Bannister?

25 **MR. BANNISTER:** Always, Your Honor. Always.

1 **THE COURT:** Yes, sir. All right. I understand. And I
2 appreciate that. Mr. Davis, what is the applicable law
3 we're here on today?

4 **MR. DAVIS:** We are here today primarily under the South
5 Carolina Nuisance Statute, which is codified at 15-43-10 et
6 seq. The statute provides that certain activities, if
7 conducted at a property, constitute a nuisance under South
8 Carolina law as a matter of law, and it requires that swift
9 action be taken by the Solicitor to abate those nuisance
10 types behavior.

11 Importantly, the statute not only declares the types of
12 behavior as a nuisance, but upon those types of conduct
13 occurring the statute also declares the real property in and
14 of itself a nuisance. And it also declares the
15 instrumentalities of the nuisance, i.e., the furniture, the
16 fixtures, the equipment, the movable property that are
17 inside of the building that facilitated the nuisance. The
18 instrumentalities are also ---

19 **THE COURT:** All right. Does the County ordinance come
20 into play?

21 **MR. DAVIS:** I think it comes into play inasmuch as when
22 you're examining the issues about what in this community
23 constitutes lewd and lascivious acts. Obviously, that same
24 issue is also informed by the State's statute. And all of
25 those specific issues are outlined in our brief with the

1 exact references to the County code and also the State
2 statute.

3 **THE COURT:** All right. What impact, if any, does the
4 consent order in 2001-1793 have?

5 **MR. DAVIS:** The specific purpose of our raising the
6 consent order from 2002 was to demonstrate to the Court in
7 relation to the abatement issue. In this case Elephant,
8 Inc. Properties, which is operating as Platinum Plus, has
9 argued that they have abated this type of conduct that was
10 occurring at its facility.

11 And our point in raising the consent order is, hey, in
12 2002 there was a consent order that they agreed to, that
13 they stipulated to, that they said by a mutually agreed
14 agreement. It was reduced to a consent order and presented
15 to the court, and it was memorialized by judicial decree.

16 And a violation of that order, as per its own terms,
17 subjects them to criminal contempt problems.

18 Notwithstanding the fact that that consent order exists,
19 they drove a truck through it.

20 And yet they want to come into your courtroom and
21 represent to you, hey, don't worry about it, we fixed all
22 these problems. Yeah, well, we had a consent order in place
23 for about thirteen years and that notwithstanding the fact
24 that there was criminal contempt sanctions available under
25 it, that didn't even deter ---

1 **THE COURT:** All right. Let me hear from Mr. Hiller.

2 Mr. Hiller, what law are we here on today?

3 **MR. HILLER:** Well, Your Honor, as you know, this action
4 was -- well, I have prefaced my comments that by going ahead
5 and answering the Court's questions prior to hearing our
6 motion with regards to the sufficiency of service -- I don't
7 want ---

8 **THE COURT:** And thank you. We're going to get to that.
9 And ---

10 **MR. HILLER:** I know. I know.

11 **THE COURT:** --- in no way are you waiving those rights.

12 **MR. HILLER:** Okay. First and foremost, Your Honor,
13 there's no primarily involved here. This complaint clearly
14 and specifically sets forth an allegation of a violation of
15 this particular statute, the Nuisance Statute.

16 **THE COURT:** The 15-43-10?

17 **MR. HILLER:** Yes, sir. There's not a word in there
18 that any other violations of anything else occurred. The
19 only reason that we're here on less than three day's notice,
20 in our view, but a maximum of three day's notice is under
21 that statute.

22 Now, Mr. Davis is seeking to amend his complaint
23 essentially to include some other nefarious violation that
24 supposedly has occurred that we absolutely object to any
25 reference to that or any evidence or testimony about that,

1 Your Honor, is untimely. We have not -- we would have, had
2 they brought that claim in their pleadings, we would have
3 had a minimum of ten days to prepare for this hearing and,
4 of course, we would have had notice that that was going to
5 be an issue raised today.

6 But even if -- even if that was a violation or there
7 was -- if they had some evidence that there was a violation,
8 although for the last twelve years they haven't thought so,
9 that would not be competent evidence of a violation of this
10 particular code section under which they have brought this
11 action as a public nuisance.

12 **THE COURT:** All right. Mr. Bannister, ---

13 **MR. HILLER:** And -- I'd like ---

14 **THE COURT:** Y'all are doing a fine job on arguing.
15 Isn't there a lot of cameras here? But we're going to move
16 on and let me hear from Mr. Bannister. I'm going to get
17 back to you, Mr. Hiller.

18 **MR. BANNISTER:** Your Honor, we're here on behalf of the
19 landlord, who owns the property, who is without knowledge of
20 any of the acts that are the basis for which the Nuisance
21 Statute is concerned. Therefore, we're here representing
22 him anticipating a motion to dismiss him unless there's some
23 knowledge imputed to him. I don't believe he's vicariously
24 liable under our lease for the acts of the tenant,
25 especially when the lease prohibits it.

1 **THE COURT:** All right. Mr. Hiller, let me come back to
2 you. On the 2001 order, which, I think, was actually
3 entered into in 2002. Does it define or establish the
4 definition of a public nuisance that the Court must use?

5 **MR. HILLER:** No, there's nothing in there about public
6 nuisance. It's about whether -- it defines the terms of a
7 sexually oriented business. It's an agreed upon definition
8 of what is a sexually oriented business, what constitutes
9 nudity under a sexually oriented business.

10 **THE COURT:** All right. But ---

11 **MR. HILLER:** And it's Greenville County. It's not an
12 agreement with the Solicitor's Office.

13 **THE COURT:** So it's your client's position that the
14 Court in this matter should not and, in fact, cannot look at
15 the consent order and its specific definitions in
16 determining whether or not there's a public nuisance here?

17 **MR. HILLER:** No, sir.

18 **THE COURT:** All right.

19 **MR. HILLER:** I mean, that is my position.

20 **THE COURT:** All right. Mr. Davis.

21 **MR. DAVIS:** Your Honor, Mr. Hiller had told the Court
22 that we hadn't referenced the consent order in our verified
23 petition. As it turns out that that's just an error. I'm
24 sure it was an honest mistake.

25 But paragraph 64 of the verified petition specifically

1 says Platinum Plus' misconduct occurred and persists to cite
2 contrary State and local laws in prior court order. As a
3 consequence, I mean, it's clearly referenced within our
4 verified petition.

5 To answer the second question that you just raised with
6 respect to whether the agreed upon and stipulated terms as
7 to, you know, what constitutes the lawful conduct in that
8 County of Greenville, yes, that's exactly the point.
9 They've already agreed upon what they had to do.

10 And that consent order says that they were going to
11 prevent the people inside of their building from doing the
12 things that the Greenville County code disallowed. They
13 agreed to that. And they stipulated to it and it was
14 entered by a judicial decree. That's the point.

15 **THE COURT:** All right. Let me -- while I have you up,
16 Mr. Davis.

17 **MR. DAVIS:** Yes, sir.

18 **THE COURT:** This is a motion for a temporary
19 injunction.

20 **MR. DAVIS:** Yes, sir.

21 **THE COURT:** Under the statute.

22 **MR. DAVIS:** Yes, sir.

23 **THE COURT:** What standard is the Court to apply? Is it
24 preponderance? Is it likelihood of success on the merits?
25 Is it clear and convincing? What's the applicable standard?

1 **MR. DAVIS:** Your Honor, if I may?

2 **THE COURT:** Yes, sir. You got the answer on a chart
3 for me?

4 **MR. DAVIS:** Whenever I can use a cheat sheet, I do it.
5 Temporary injunction ---

6 **THE COURT:** And, Mr. Hiller, of course, I'm getting
7 ready to ask you the same question once I hear from Mr.
8 Davis.

9 **MR. DAVIS:** Temporary injunction and the standards that
10 need to be satisfied for one to issue in this case are
11 statutorily prescribed. The statute says that if we filed
12 petition alleging that the nuisance complained of exists,
13 the -- I'm sorry. Therefore, alleging that the nuisance
14 complained of exists allow a temporary writ of injunction
15 without bond if the existence of such nuisance shall be made
16 to appear to the satisfaction of the court or judge by the
17 evidence in the form of affidavits, depositions, oral
18 testimony or otherwise.

19 So the standard is exactly what the statute says the
20 standard is. If we present evidence to you that satisfies
21 you that a nuisance exists, then underneath this statute it
22 supplies you an independent standard of proof and it is
23 evidence that satisfies this Court that the nuisance exists.

24 **THE COURT:** But what is that standard? Because
25 typically in -- at a temporary injunction the moving party

1 has to show a reasonable likelihood of success on the
2 merits. And I think that's, Mr. Hiller would argue is at
3 least that, if not higher, but you are arguing under the
4 statute a different standard.

5 **MR. DAVIS:** The statute -- the only standard that the
6 statute prescribes is that I have to introduce evidence to
7 you, that after you've reviewed it, satisfies you that the
8 nuisance exists. I mean, that is literally the standard
9 underneath this statute.

10 **THE COURT:** So an unfettered discretion of whatever
11 judge happened to hear it that day?

12 **MR. DAVIS:** I believe that's what the statute provides,
13 Your Honor.

14 **THE COURT:** All right. Mr. Hiller, how about it?
15 What's the standard?

16 **MR. HILLER:** Well, obviously, we would disagree with
17 that, Your Honor.

18 **THE COURT:** I expected you might.

19 **MR. HILLER:** The statute provides that you take
20 evidence and consider it and determine whether you're going
21 to issue an injunction. That's true in every single time --
22 every single case that's ever been brought that sought an
23 injunction, temporary or otherwise.

24 But the standards for determining whether that should
25 issue are the same as all of those other cases. And that

1 is, of course, there's some weighing less in this particular
2 situation, I believe, of weighing of the likelihood on
3 success on the merits, but there's certainly a balancing of
4 substantial harm as to whether it's issued or whether it's
5 not.

6 **THE COURT:** Does the statute allow a balancing of the
7 equities or a balancing of the harm?

8 **MR. HILLER:** Well, obviously the language -- it doesn't
9 say, but neither does any other injunction statute is my
10 point. That's a development of case law and not a
11 development of statute.

12 Our rules tell you you can get a, you know, how to get
13 a temporary injunction or temporary restraining order or
14 permanent injunction. There's no guidance in there for what
15 the guidelines are for the judge to issue it. That comes
16 from the case law.

17 **THE COURT:** All right. Is there any authority under
18 15-43-10 of what standard the Court is to apply?

19 **MR. HILLER:** Not in South Carolina.

20 **THE COURT:** All right.

21 **MR. HILLER:** We haven't -- there's numerous cases, as
22 the Court's well aware, of what the standard is for granting
23 of a temporary injunction, but there's not one that we were
24 able to locate. Your Honor, I can only find four cases that
25 have ever ---

1 **THE COURT:** And they're all pretty old.

2 **MR. HILLER:** They're pretty old.

3 **THE COURT:** All right.

4 **MR. DAVIS:** Your Honor, I'd like to respond to that
5 quickly. I actually don't think that that's true. I think
6 normally the statutes would say that, you know, you're
7 entitled to injunctive relief, but most statutes don't tell
8 you what the actual showing is. And if you meet that
9 showing they don't say that the injunction shall issue.

10 I mean, this is a peculiar statute. And I'm willing to
11 acknowledge that. It's a peculiar statute because it
12 addresses things that have underlying predicates that are
13 violations of State law.

14 So these ideas of public impact and the balancing of
15 equities, they go out the window when the violation of the
16 State law occurs. And in that instance the temporary
17 injunction shall issue if I satisfy the Court that they have
18 occurred.

19 **THE COURT:** All right. Mr. Hiller, has there been
20 effective service to where we are legitimately here today?

21 **MR. HILLER:** Your Honor, Ms. Metcalfe will address that
22 for ---

23 **THE COURT:** All right, Ms. Metcalfe.

24 **MS. METCALFE:** Your Honor, we do not believe there's
25 effective service and we do not believe this Court has

1 jurisdiction over Elephant, Inc. today in order to hear
2 this.

3 The affidavits of service that were supplied by the
4 Plaintiff show three attempts at service, none of which
5 perfected service. We have ineffective service of the
6 summons and complaint on Mr. Hiller, who stated he was not
7 an authorized agent to accept service. We have a mailing by
8 certified mail, but no evidence that the registered agent
9 for Elephant, Inc. has received it. The Plaintiff has not
10 submitted a copy of the return receipt showing the date on
11 which it was accepted or if it even has been.

12 Finally, there was attempted service on a Mr. Zurich,
13 who happens to be the day manager of the business. And Mr.
14 Zurich is neither an officer nor an authorized agent under
15 statute or by authority granted by Elephant, Inc.

16 So we would contend there's not -- service has not been
17 effected -- perfected. And in that case there is no
18 jurisdiction and improper notice.

19 I have to hand up, Your Honor, an affidavit of Mr.
20 Zurich expressly stating that he is not the registered
21 agent, is not the authorized agent, has never been
22 authorized to accept service of legal documents. He's the
23 equivalent of the manager of any sort of business that has
24 multiple locations, the manager of an IHOP, the manager of a
25 Walmart.

1 And the South Carolina Supreme Court has stated
2 unequivocally that that is not effective service unless this
3 person is an authorized agent to receive service. In
4 particular the Court of Appeals in ---

5 **THE COURT:** No, I mean, I'm familiar with the law. So
6 if you want to hand me the affidavit.

7 **MS. METCALFE:** I'll hand up the affidavit. But we
8 believe there is not perfected service.

9 **THE COURT:** Right. You can hand it to the court
10 reporter and have it marked as Elephant, Inc. exhibit.

11 (Whereupon Defendant Elephant, Inc. exhibit 1 was
12 marked and admitted into evidence)

13 **THE COURT:** Mr. Bannister, is your client making the
14 same argument?

15 **MR. BANNISTER:** He is not, Your Honor. He was served.

16 **THE COURT:** Okay. All right. Mr. Davis.

17 **MR. DAVIS:** Yes, sir.

18 **THE COURT:** Has Elephant, Inc./Platinum Plus been
19 effectively served?

20 **MR. DAVIS:** Absolutely.

21 **THE COURT:** Give me the short version then.

22 **MR. DAVIS:** Okay. Your Honor, I think I can, if I may
23 approach.

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

25 **MR. DAVIS:** I've prepared a summary of why, maybe help

1 you later when we return home ---

2 **THE COURT:** And, Mr. Hiller, Ms. Metcalfe, you have a
3 copy of this?

4 **MR. HILLER:** I was just handed one.

5 **MS. METCALFE:** We've just been handed this, Your Honor.

6 **THE COURT:** Okay. All right.

7 **MR. DAVIS:** First of all, Your Honor, I'd point out
8 that the -- we attempted service of process on the
9 registered agent at the identified address and with respect
10 to the person who is on file with the Secretary of State.
11 When our service agent went there they refused access and
12 would not take service. We also sent by certified mail and
13 they returned it and they would not sign for it.

14 But nonetheless, as Your Honor knows, we have submitted
15 to the Court, and it's on file, the affidavit of Sergeant
16 Claud Todd, who has submitted evidence that he served Rick
17 Zurich, who identified himself upon service on the 20th of
18 April that he was the general manager of Platinum Plus. And
19 he served him with the summons, the verified petition, with
20 exhibits, the motion for temporary injunction and the notice
21 of the hearing. I have that affidavit if Your Honor needs
22 to see it. I'm glad to hand it up..

23 **THE COURT:** Has it already been part of the record?

24 **MR. DAVIS:** Yes, sir.

25 **THE COURT:** All right. Then I've reviewed it.

1 **MR. DAVIS:** As Your Honor knows, in the Schenk case
2 that you're probably familiar with, in that case service was
3 effected on an office manager. And what the Court of
4 Appeals held in that case was that the office manager was,
5 in fact, a managing agent within South Carolina Rule of
6 Civil Procedure 4(d)(3), I'm quoting the Schenk case, and I
7 said "no case has been found in South Carolina defining
8 managing agent under rule 4(d)(3), however, we come to the
9 ineluctable conclusion Carol Grant is the managing agent of
10 the appellant. The appellant was properly served when the
11 summons and complaint was delivered to her."

12 In addition, it appears to me that Elephant, Inc. is
13 misreading or omitting a portion of the statute that they're
14 relying upon when they say that service could only be
15 effected upon the registered agent. That is not, in fact,
16 correct.

17 If Your Honor reviews the statute -- it's South
18 Carolina 15-9-210. In subpart (d), which is omitted in
19 relation to the correspondence that was submitted to the
20 Court, it expressly states, and I quote, "this section does
21 not prescribe the only means or necessarily the required
22 means of serving a domestic business or non-profit
23 corporation."

24 Obviously, Your Honor, we could also serve them under
25 rule 4(d)(3) by serving their managing agent. We, in fact,

1 sent the process server out to Platinum Plus. He served the
2 person identified as the managing agent. And he's just like
3 the office manager in Schenk, the guy who was managing the
4 facility who was out there. He will be ineluctably
5 considered a managing agent for purposes of rule 4(d)(3).

6 **THE COURT:** All right. How about Mr. Zurich's
7 affidavit that says he's never been authorized to accept
8 service and he's not the registered agent? And what does
9 the Court do with that?

10 **MR. DAVIS:** I mean, Your Honor, I think -- I don't know
11 that it matters that if he doesn't think that he was
12 authorized to accept service. If he is a managing agent
13 within the common law of the State of South Carolina, then
14 he's a managing agent and he's a managing agent for purposes
15 of rule 4(d)(3).

16 Under the Schenk case an officer -- office manager who
17 obviously would be one step below the general manager of the
18 actual facility was deemed a managing agent for purposes of
19 rule 4. With respect to that, Mr. Zurich would also be a
20 managing agent.

21 **THE COURT:** All right. Ms. Metcalfe.

22 **MS. METCALFE:** Your Honor, the Schenk case does not
23 apply in this whatsoever. In the Schenk case the recipient
24 of service stated unequivocally and she assured the process
25 server that she was duly authorized to accept service of

1 process. Mr. Zurich's affidavit states directly the
2 contrary. Mr. Zurich states in his affidavit that he never
3 told anyone he was authorized to accept service of process.

4 The person in the Schenk case who accepted service was
5 located at the corporate office. Elephant, Inc. owns
6 several locations. And the Supreme Court has addressed this
7 in other cases where you have businesses that have multiple
8 locations.

9 In that situation you must serve an officer, a true
10 managing agent of the corporation or the registered agent.
11 Service on the local manager of that facility at that
12 location is not sufficient service. There's a case Graham
13 Law Firm versus Makawi, South Carolina Supreme Court case
14 from 2012 that addresses this issue.

15 The Schenk case does address service on a manager, but
16 this manager was at the business office. And she accepted
17 service and stated that she was authorized to do so, thereby
18 indicating the agency had been conferred upon her.

19 In this situation Mr. Zurich, who was just the day
20 manager, never stated that he had authority to accept
21 service. He is not a general manager. He is not an
22 officer. He is not located at corporate headquarters. And
23 he has expressed this to the Court under oath that he does
24 not have authority to accept service.

25 **THE COURT:** All right. Let me move now -- Mr. Hiller,

1 are the sworn statements by some of the entertainers, shall
2 we say, are they admissible?

3 **MR. HILLER:** They are inadmissible for any number of
4 reasons, Your Honor. And I'd like to first talk about
5 whether they qualify as an affidavit. You know, under South
6 Carolina law and under our rules an affidavit is a
7 recitation of admissible facts based on personal knowledge
8 made under oath.

9 Number one, these sworn statements were obtained in a
10 manner and method that would be prohibited in civil
11 proceedings. In other words, they were induced to give a
12 statement against a third party by being made promises of
13 either lack of prosecution of a crime or greater prosecution
14 of a crime.

15 They do not state that they are given under oath, which
16 is an absolute essential requirement of any affidavit in the
17 State of South Carolina. And I have some cases I'd be happy
18 to hand up.

19 And the reason that we require affidavits to be made
20 under oath is because it subjects the party to the penalty
21 of perjury for that to occur. And there is nothing
22 contained in any of these sworn statements that would
23 qualify for the language that is not only necessary, but
24 routinely used by civil counsel in the preparation of an
25 affidavit.

1 And then, of course, there's the issue of admissibility
2 of roles. In almost none of the cases does it talk about
3 this is made upon or none of the statements does it say this
4 is made upon my personal knowledge. And none of the
5 statements or in many of the statements there's numerous
6 references to what somebody told them or what somebody ---

7 **THE COURT:** It may not say based upon my personal
8 knowledge and belief, but isn't it pretty clear that a lot
9 of this is based on first hand knowledge?

10 **MR. HILLER:** I'd say -- well, obviously, you've got a
11 selective group, you know, we know they have more
12 statements. And, in fact, I'm going to hand one up at some
13 point in these proceedings.

14 So they have picked and choose some statements to put
15 in front of you. And I'd say even in those statements, you
16 know, perhaps half of it is obviously personal knowledge and
17 half of it's not. But my point is is they don't meet the
18 criteria for an affidavit in the first place.

19 **THE COURT:** All right. Assume just for the purpose of
20 our argument, let's say that the sworn statements are not
21 admissible. Does the State then have enough to proceed
22 based upon the sworn statements of the investigators? Let's
23 throw out all the entertainers' statements.

24 **MR. HILLER:** Your Honor, I have actually prepared a
25 redacted affidavit of the officer, which is the only

1 evidence that's submitted by the State. His affidavit and
2 then their exhibits to the complaint, which we have a motion
3 to strike almost all of those.

4 But based upon the redacted statement, depending on
5 what you determine is a public nuisance and what level of
6 proof is necessary to show a public nuisance at this stage
7 of the proceedings, yes, they do. They have personal
8 observations from him that I have not redacted out of his
9 affidavit because they are his personal observations. I
10 have redacted out of his affidavit all of his reference to
11 what other people told him and what these statements say
12 and, of course, his conclusions.

13 But, of course, you know, you would have to view what
14 he said he observed in the context of everything that went
15 on and whether -- and then also very much in the context of
16 the fact that this is constitutionally protected behavior.
17 He's not saying he observed people smoking joints. He's
18 saying he observed things that he perceives or he believes
19 to be a violation of the law.

20 But, obviously, one of the things you'll hear a lot
21 from me about today is the fact that my client's been in
22 business for over fourteen years. And there has never to
23 this day been a conviction for assignation, prostitution,
24 lewd acts or continually selling or allowing the sale of
25 controlled substances. Not one conviction.

1 So, you know, the standard that you would use to
2 determine at least on a preliminary injunction basis as to
3 whether this -- just the claim that somebody violated
4 something that is a constitutionally protected activity is
5 sufficient.

6 **THE COURT:** Well, doesn't that go back, I guess, to
7 what I said initially that the question is is there evidence
8 that they crossed the line? Isn't that basically what your
9 argument is saying? You know, big deal if the officer,
10 investigator saw this? It ain't so bad that it gets to the
11 court to close it down.

12 **MR. HILLER:** Absolutely. I mean, well, you know, of
13 course, it goes beyond that. You know, there's not a good
14 definition of a public nuisance. I don't know. I'm not
15 going to represent to the Court I know what the standard is.
16 Whether it's a hundred times, whether it's twenty times,
17 whether it's one time.

18 But as we stand here today, the only evidence that they
19 can possibly submit is that during twelve months the officer
20 was there for fifteen times and he saw what he believes to
21 be a public nuisance. And without -- and those cases have
22 not been adjudicated.

23 There's no presumption that he's right. If he was --
24 if just being charged was equivalent of a conviction, then
25 I'd be out of a job. All they've got is this officer's

1 observations that he believes constitutionally protected
2 behavior went beyond that protection on those fifteen
3 instances ---

4 **THE COURT:** All right. Let me hear -- Mr. Davis,
5 first, are the sworn statements given to the investigators
6 by the entertainers admissible in this civil action?

7 **MR. DAVIS:** Yes, Your Honor, they are.

8 **THE COURT:** All right. Briefly tell me why.

9 **MR. DAVIS:** Well, there's -- it's a number of reasons.
10 And I have a summary I'd like to hand up for you that you
11 could refer to later if you don't get to all the high
12 points. But -- may I approach, Your Honor?

13 **THE COURT:** Certainly.

14 **MR. DAVIS:** I guess first of all let's start off with
15 the statements of the dancers. As Your Honor rightly noted,
16 if you read those statements, they're based upon personal
17 observations. These are people who have boots on the
18 ground, they're relating to you what they witnessed, okay?

19 Number two, they contain the verbiage that they were,
20 in fact, sworn statements, the bottom right above the notary
21 block, sworn to me before. And they're actually notarized.
22 So for purposes of an affidavit within the State of South
23 Carolina, they meet the requisite conditions. So, yes, with
24 respect to that issue, they are proper affidavits before the
25 Court.

1 Now, do they have all the bells and whistles that all
2 the civil lawyers put on them? No, of course not. But they
3 meet the requisite standards. So that's number one.

4 With respect to this other notion where they're raising
5 -- they're basically trying to superimpose the rule 56
6 affidavit standards on the affidavits in this proceeding,
7 that is actually not the law. With respect to that, the
8 cases are fairly clear around the country. And, in fact, if
9 you refer to the hand-up that I just gave to you, on page 2
10 Wright Miller talks about the difference between affidavits
11 that are submitted for a summary judgment proceeding and
12 affidavits that are submitted for rule 65 purposes, for
13 temporary injunction purposes like we have.

14 And with respect to those distinctions what they talk
15 about is, listen, rule 56 is the precursor, it's the stage
16 right before trial. And what the court's trying to decide
17 is is there competent evidence that warrants the case to go
18 to trial? So in that instance all of the evidence that's
19 before the court, in fact, has to be admissible. So there's
20 this screening process. There's -- it's rigidly imposed.

21 That is not the case with respect to rule 65 with
22 respect to temporary injunction type affidavits. Those
23 affidavits are submitted to the court at the inception of
24 the proceeding.

25 And if you look at footnote two in the hand-up that I

1 provided, I cited to you, for example, the Mullins decision
2 from the Second Circuit, from the Angus decision from the
3 Western District of North Carolina, the Deguara (phonetics)
4 decision from the District of Nevada, the Complete Angler
5 decision from the Middle District of Florida. I've also
6 provided you the citation for the Casey decision from the
7 Central District of Ohio.

8 And all of those decisions say one thing, they say,
9 listen, in relation to these early temporary injunction
10 proceedings the court, in fact, can hear things that might
11 not otherwise be admissible at trial. It can consider
12 hearsay.

13 Now, it goes to the weight. If the court says, hey,
14 that would not be admissible at trial, the court might not
15 accredit it as much, but that doesn't mean the court doesn't
16 consider it. And it doesn't mean that we superimpose the
17 standards from rule 65 on affidavits that don't have the
18 same sort of purpose with respect to the proceeding at the
19 inception of the case.

20 **THE COURT:** All right. Well, let me ask you the same
21 question I asked Mr. Hiller. Let's say we disregard all of
22 the entertainers' sworn statements, does that sufficiently
23 gut the State's case to where it cannot proceed?

24 **MR. DAVIS:** As it turns out, Your Honor, I have a
25 summary for you about that.

1 **MR. HILLER:** Your Honor, I'm going to object to these
2 summaries. You know, you instructed us to brief you by
3 Wednesday at five on all the issues that we needed to brief
4 you on. And, you know, handing them to me today, I don't
5 think is ---

6 **THE COURT:** Well, I'm going to let him hand it in. And
7 as I told y'all back in chambers, this is an important
8 issue. It's important to all concerned. And I felt sure
9 that there'd be a large amount of materials submitted today.
10 And so I'm not going to rule today. And, Mr. Hiller, if you
11 and Ms. Metcalfe wish to ---

12 **MR. HILLER:** We do.

13 **THE COURT:** --- give a summary of their summary. And
14 then he'll give you a summary of your summary of their
15 summary. But I'm going to rule sometime mid next week after
16 I look at everything. And I know what the issues are, and
17 that's why we're moving ahead. So hand up your latest
18 summary.

19 **MR. DAVIS:** And, Your Honor, I would just point out
20 that these summaries are in response to the brief that they
21 filed on Wednesday. It seems sort of unsporting to say that
22 I can't respond to their arguments.

23 But at any rate, what I've done -- and the top part of
24 it is basically talking about how ---

25 **THE COURT:** Just tell me if it guts the State's case or

1 not. Not how it was built, just tell me if it guts it.

2 **MR. DAVIS:** It does not. On page 3 and 4 of the
3 summary I've actually outlined all of the independent acts
4 that appear in Robert Curtis' affidavit. And I've
5 enumerated them that demonstrate ---

6 **THE COURT:** All right. Curtis is the investigator?

7 **MR. DAVIS:** Yes, sir.

8 **THE COURT:** Who was onsite?

9 **MR. DAVIS:** It's the deputy sheriff. He was the
10 undercover agent. And on -- with respect to that issue,
11 I've enumerated twenty-four different instances of different
12 types of behavior. But I would point out that on paragraph
13 10 in the Curtis affidavit, Deputy Sheriff Curtis has
14 actually told the Court in a sworn statement that he
15 witnesses these twenty-four acts occurring serially at the
16 site during his fifteen different visits. So what the Court
17 has is at least twenty-four different instances of lewd,
18 lascivious behavior ---

19 **THE COURT:** And they're pretty explicit, ---

20 **MR. DAVIS:** --- and acts of prostitution.

21 **THE COURT:** --- granted.

22 **MR. DAVIS:** Being that those acts had occurred
23 serially. If you go on ---

24 **THE COURT:** Seeing that he'd seen it and it's been
25 repetitive?

1 **MR. DAVIS:** Yes, sir. That's exactly what he said,
2 paragraph 10 in his affidavit.

3 **THE COURT:** So how many times was he onsite or on
4 premises during the investigation? Do you know?

5 **MR. DAVIS:** I know that there were at least fifteen
6 different undercover visits. I'm not positive he was there
7 for every single one. He was there for every single one,
8 Your Honor.

9 **THE COURT:** Okay. Over what course of time?

10 **MR. DAVIS:** Over a course of a year. And I would have
11 to point out to the Court that the concentration of those
12 fifteen visits occurred in the latter part of that year.
13 So, you know, in the beginning there was maybe one and then
14 a period of time went by. But as it got closer to when the
15 arrests were made there were more right in a row.

16 **THE COURT:** So you're talking in the Fall of 2014?

17 **MR. DAVIS:** The Fall of 2014 and the beginning of 2015,
18 Your Honor, yes.

19 **THE COURT:** Okay. All right. Let me ask you this,
20 jumping gears yet again. Mr. Hiller and Ms. Metcalfe argued
21 that they have -- trying to see exactly what the statute
22 says.

23 They've taken remedial steps, and that the State is
24 overreaching, that they are more than willing to keep doing
25 business, open to monitoring, if there's an issue that's in

1 the past, it's been addressed. Why isn't that a legitimate
2 argument? It's an ongoing business that operates by law
3 provided by a County ordinance. Let me hear from you.

4 **MR. DAVIS:** It's not -- it's not how the statute
5 operates. It's not what the statute provides. It's not
6 what the State of South Carolina and its General Assembly
7 has told the Court what has been required and what is
8 necessary to be done when these behaviors have occurred and
9 exists. And it's an argument that -- it's going to take me
10 a couple of minutes to go through. So ---

11 **THE COURT:** Give me the summary of your argument.

12 **MR. DAVIS:** The summary of the argument is this starts
13 off with what the definition of a nuisance is under South
14 Carolina code 15-43-10. And it's a person who erects,
15 establishes, maintains or releases all of these people,
16 place used for the purposes of lewdness, assignation,
17 prostitution, et cetera is guilty of a nuisance. So that's
18 the person being the nuisance, okay?

19 **THE COURT:** And guilty is typically a criminal term.

20 **MR. DAVIS:** Correct, but bear with me. It proceeds to
21 say that upon that showing that the building, the place, the
22 furniture, fixtures, musical instruments and moveable
23 property, they're all declared a nuisance. So what you have
24 underneath the statute of what a nuisance is is person,
25 place, and thing, right?

1 When that happens, those three things constitute the
2 totality of the nuisance. That's important because that's
3 the fundamental misunderstanding that the Defendants have.

4 **THE COURT:** So is it your contention that under the
5 statute there is no discretion, but that once a nuisance is
6 established, close the doors?

7 **MR. DAVIS:** Yes, Your Honor. And the process for
8 abatement is prescribed by the statute. And you kind of
9 have to go through and look at the different provisions of
10 the statute to see how they all go together. And when you
11 do, it all makes perfect sense. But this is the second part
12 of why Elephant, Inc. cannot abate.

13 **THE COURT:** Can a tenant do an abatement under the
14 code?

15 **MR. DAVIS:** No. Under section 15-43-120 there's only
16 one party who can do it, and that's the owner of the real
17 estate. And that is Frontage Road Associates, Inc.

18 **THE COURT:** All right. Mr. Hiller, let me hear from
19 you. Under the statute can your tenant do a self
20 remediation or an abatement?

21 **MR. HILLER:** The statute mandates it. I mean, the
22 statute specifically says that unless we abate it within ten
23 days, they ---

24 **THE COURT:** So does ---

25 **MR. HILLER:** --- could file this action.

1 **THE COURT:** --- it give the right to the tenant or is
2 the right the owner?

3 **MR. HILLER:** It's the nuisance that needs to be abated.
4 And it doesn't matter who abates it, you know. It's the
5 nuisance that's complained of. It's the conduct. And,
6 therefore, the conduct ceases within ten days.

7 And, in fact, the Solicitor, although they argue
8 otherwise now, hand delivered a letter addressed to
9 Elephant, Inc. and to Frontage Road Associates to me on
10 March 27th, 2015. It's attached ---

11 **THE COURT:** Yeah, I've seen it.

12 **MR. HILLER:** --- to one of the affidavits I'm going to
13 hand up.

14 And this says this letter is an official notice to the
15 property owner and business owner that -- and its principals
16 that the activity on the property known as Platinum Plus
17 constitutes a public nuisance under the law of the State of
18 South Carolina and must be abated. And it says under South
19 Carolina code 14 -- 15-43-120, which was ignored by Mr.
20 Davis, you have ten days to abate the nuisance. And, of
21 course, our affidavits will show that we have.

22 **THE COURT:** All right. Mr. ---

23 **MR. HILLER:** I mean, we deny that one happened, but
24 we've made sure that anything they think is a nuisance isn't
25 happening and that we've hired extra people. We've put up

1 different -- additional security. And, of course, they have
2 no evidence that it hasn't.

3 **THE COURT:** All right. Mr. Bannister, does your client
4 take the position one way or the other about who was
5 entitled to abate under the statute?

6 **MR. BANNISTER:** I believe I agree with him that if it's
7 abated it should go unto the benefit of the property owner
8 and to the business owner. So either one or both.

9 **THE COURT:** All right. How about it? Let me hear the
10 State's position. Why can't the -- why can't the tenant in
11 conjunction with the landowner come up with a plan of
12 abatement?

13 **MR. DAVIS:** Because if you'll remember going back to
14 what nuisance means, it has the component parts of person,
15 place, and thing. There's only one party that has control
16 over all three of those things, that's the real property
17 owner.

18 And the statute tells you what needs to be done with
19 respect to abatement and how you abate. And you'll look at
20 how the abatement process works, you remove from the
21 building all the fixtures, furniture, musical or moveable
22 property used in conducting the nuisance and direct the
23 effectual closing of the building for a period of one year.

24 And so what happens is the tenant, the person gets
25 ejected, the real property, the other piece of the nuisance,

1 that goes dark for one year. And the instrumentalities, the
2 furniture, fixtures, and equipment, that has to be removed.
3 And if the landowner does that within the ten day period,
4 pre-suit, then the landowner doesn't become a party to the
5 lawsuit, but the State can still pursue injunctive relief,
6 permanent injunctive relief against the nuisance creator,
7 Elephant, Inc. So the statute has a three-part purpose.

8 Now the purpose of that is that this statute is
9 designed to end the public nuisance. It's going to cancel
10 it. Think about the mosquito pond. The mosquito pond has
11 the mosquitos flying around, the Fall comes, the mosquitos
12 go away, but if you don't drain the pond in the Spring,
13 mosquitos come back. The nuisance is not abated unless the
14 instrumentality is taken care of. And the General Assembly
15 has told you that.

16 Now, listen, Your Honor, this is not a unique reading
17 of this statute. And, in fact, when we get to the First
18 Amendment issue that they keep harping on, there's a U.S.
19 Supreme Court decision called Arcara that completely blows
20 out their case. And that is an exact statute or pretty
21 exact to what we have in the State of South Carolina. And
22 Your Honor can see how it actually unfolded before the
23 United States Supreme Court. And this is exactly what ---

24 **THE COURT:** Well, that was going to be my next question
25 to you. How do you respond to the Platinum Plus argument

1 that they have a constitutionally protected right to be
2 there and do what they're doing?

3 **MR. DAVIS:** There is no case in the history of U.S.
4 jurisprudence that says prostitution is First Amendment
5 protected activity, number one.

6 Number two, the United States Supreme Court has
7 specifically addressed these issues in the Arcara opinion.
8 Your Honor, may I approach?

9 **THE COURT:** I suspect you have a summary.

10 **MR. DAVIS:** I do.

11 **THE COURT:** All right. Give me the highlights because
12 we're running late on time, and I want to make sure that Mr.
13 Hiller, and Ms. Metcalfe, and Mr. Bannister have enough
14 time.

15 **MR. DAVIS:** The highlights are this, Arcara is cited in
16 their own brief, in a footnote late in their brief. And
17 they cite it for some reason other than the actual holding
18 of the opinion.

19 And I don't -- I'm not harping on them. I know they
20 had to file it quickly. So I'm not picking on them about
21 it. It was an honest mistake.

22 But they really needed to tell the Court about it
23 because it completely takes out all their First Amendment
24 arguments. In Arcara they had an adult bookstore. And the
25 same things happened that happened here.

1 There was an undercover deputy sheriff went in. He
2 noticed and observed acts of prostitution. He noticed and
3 observed masturbation and other lewd acts. And the adult
4 bookstore was closed down pursuant to a Public Nuisance
5 Statute under the State of New York.

6 That statute, if Your Honor reviews the Arcara opinion,
7 is eerily the same as the one here. And it provides for the
8 same things, closing down for a year, okay? And the
9 defendant, the bookstore, contended that the statute was
10 unconstitutional because by closing down the bookstore it
11 was a prior restraint on their First Amendment rights.
12 That's the argument that appears in their brief, page 14 of
13 their brief, exact.

14 And what Justice Burger for the United States Supreme
15 Court said was that's rubbish. He says, here, however, the
16 non-speech conduct subject to general regulation bears
17 absolutely no connection to any expressive activity.

18 He also proceeded to analogize the situation to a
19 situation where a thief who is sent to prison might complain
20 that his First Amendment right to speak in public places has
21 been infringed because of the confinement, but we have
22 explicitly rejected a prisoner's claim to a prison
23 environment least restrictive of his desire to speak to
24 outsiders.

25 What he's saying is this is a statute of general

1 application. It wasn't intended to restrict speech. It
2 wasn't intended to impinge upon their First Amendment
3 activities. It was intended to regulate illegal and
4 unlawful conduct. And in that situation if there is some
5 sort of effective -- effectual downstream First Amendment
6 consequence, that is not a First Amendment violation.

7 **THE COURT:** Let me hear from Mr. Hiller. What's the
8 First Amendment violation?

9 **MR. HILLER:** Your Honor, I think we're getting the cart
10 before the horse on that issue. Now, you know, we've read
11 Arcara. We've ---

12 **THE COURT:** Well, y'all have raised it, haven't you?

13 **MR. HILLER:** Well, I've raised it because there's been
14 no convictions. You know, I mean, there's just allegations.
15 And so what you have in this complaint, the entire body of
16 the complaint, the entire body of the affidavit from the
17 police officer is behavior that he observed. And it is for
18 somebody else to decide in the Greenville court or otherwise
19 what that behavior constituted.

20 And that behavior is going to have to be evaluated in a
21 first, I mean, in other words, it's unquestioned law in the
22 State of South Carolina that posing or dancing completely
23 nude is not illegal per say. So, you know, I am evaluating
24 -- my arguments are raised on the basis of the observations
25 of the officer.

1 **THE COURT:** So are you telling me that there have to be
2 criminal convictions before the State can seek to have a
3 place declared as a public nuisance?

4 **MR. HILLER:** I'm telling you for the purpose of the
5 motion -- for the issuance of a preliminary injunction on
6 three day's notice that you need some evidence. And simply
7 a charge that someone may have committed an illegal act or
8 -- and, of course, keep in mind, my client hasn't been
9 charged with anything.

10 But if a charge that somebody may have committed an
11 equal -- an illegal act on our property should not ever rise
12 to the level of a fact for the purpose of your decision at
13 this point in time, you know. There will be an opportunity,
14 obviously, no matter what you rule to develop those facts
15 and present them down the road.

16 But at this stage -- at this stage of the proceeding, I
17 think the most relevant fact or lack thereof that you can
18 observe is that in the fourteen and a half years my client
19 has been in business, up until February 27th of 2015, not
20 one single person has ever been arrested or charged with
21 prostitution, or lewd acts, or assignation, or habitually
22 selling controlled substances. Not one single arrest. Not
23 one single conviction. And as we stand here today, there
24 are still no convictions.

25 But, you know, Mr. Davis said, well, we were talking

1 about prostitution. We aren't talking about the First
2 Amendment right. There's not one single allegation in the
3 officer's affidavit that he witnessed or observed anybody
4 committing prostitution.

5 **THE COURT:** Well, is it Platinum Plus' argument then
6 that, I think it was twenty-four specific, rather graphic
7 episodes, are protected activities or legal activities?

8 **MR. HILLER:** Well, first of all, we have absolutely no
9 ability to ascertain the veracity of those statements. As
10 the Court's well aware, at least half of this conduct should
11 be on the videotape machine that the prosecution has not
12 allowed us to have access to.

13 And so at this stage you have to treat that as nothing
14 more than an observation, not -- I mean, an observation by
15 them. We can't challenge it. We aren't a party to it. I
16 don't know what he saw. I don't have and haven't the
17 opportunity to examine or cross examine the officer with
18 regards to those circumstances. But at the preliminary
19 injunction phase, I don't think you can accept it as just an
20 absolute fact.

21 **THE COURT:** Well, then what should the Court do with a
22 sworn affidavit of an undercover investigator in this
23 situation?

24 **MR. HILLER:** I think ---

25 **THE COURT:** Just say ---

1 **MR. HILLER:** --- the Court needs to apply -- apply it
2 to whatever standard of proof you believe is necessary to
3 close the business and put a hundred people out of work. In
4 other words, it would be an entirely different argument if
5 we were here today because there had been twenty convictions
6 than being here today because there are twenty allegations.

7 And, frankly, I don't know what the number of incidents
8 rise to a level of being a public nuisance. I'd like to
9 think that even if all these girls were convicted that
10 twenty over fifteen years would not rise to that level or
11 even twenty over twelve months would not rise to that level,
12 especially in light of the fact that only four of the people
13 charged were our employees. And none of them were charged
14 with prostitution or lewdness.

15 **THE COURT:** All right. If we took, just for the sake
16 of your argument, the investigator's statements as accurate,
17 and I apologize, I don't know what I've done with it. It
18 was in one of the summaries that was handed up. Are those
19 twenty-four personal observations, are you telling me they
20 do not cross the line under either the general nuisance law
21 or the County ordinance that may or may not be relevant
22 here?

23 **MR. HILLER:** Your Honor, I would take the position that
24 they do not, they do not cross the line. I would also tell
25 you that ---

1 **THE COURT:** I'm sorry. Mr. Davis, can you give me
2 another copy of that? And I apologize for -- it's the one
3 that ---

4 **MR. HILLER:** The summary or the affidavit?

5 **THE COURT:** I think it's the summary that has twenty-
6 four episodes that ---

7 **MR. DAVIS:** Yes, Your Honor.

8 **THE COURT:** --- the investigator ---

9 **MR. HILLER:** Well, I ---

10 **MR. DAVIS:** I can give you my -- if you can exclude the
11 markings on my ---

12 **THE COURT:** Oh, that's fine.

13 **MR. DAVIS:** I'll be glad to hand mine up for you.

14 **THE COURT:** All right.

15 **MR. DAVIS:** And I'll just argue it from memory.

16 **THE COURT:** And I'll give it back to you. I just
17 wanted ---

18 **MR. DAVIS:** What I have done there, Your Honor, is I've
19 broken out the different acts that appear in the statements.
20 And there were twenty-four from the affidavit of Deputy
21 Sheriff Rob Curtis.

22 **THE COURT:** Okay. I have it now.

23 **MR. HILLER:** Your Honor, I didn't really anticipate --
24 but, I mean, I will take, you know, so one of the
25 allegations contained in the affidavit is strippers rubbing

1 their vaginas in customer faces.

2 **THE COURT:** Strippers inserting their fingers in their
3 vaginas. Strippers inserting their fingers in their vaginas
4 and putting their fingers in their own mouths. Strippers
5 sitting on customers' faces. Strippers performing oral sex
6 on one another in exchange for money. Is it Platinum Plus'
7 contention that these are protected activities?

8 **MR. HILLER:** Not necessarily true.

9 **THE COURT:** What part?

10 **MR. HILLER:** Well, I mean, like -- okay. I think it's
11 obvious from reading the officer's affidavit, proposed
12 affidavit, that, you know, he's promoting his position.
13 It's not a recitation of facts.

14 But having said that, so if he's claiming that a person
15 is inappropriately close with a body part to a customer,
16 that is a question of fact to be determined ---

17 **THE COURT:** All right. Well, how about strippers
18 sucking and licking each other's nipples and breasts?

19 **MR. HILLER:** Well, I believe that's constitutionally
20 protected activity. There's no question about that.

21 **THE COURT:** All right. Even under the County
22 ordinance?

23 **MR. HILLER:** Yes, sir.

24 **THE COURT:** All right.

25 **MR. HILLER:** There's no question about that.

1 **THE COURT:** All right.

2 **MR. HILLER:** I mean, you know, what you will receive
3 from us is the affidavit of management, that, you know, we
4 have rules and guidelines. And we expect them to be
5 followed. And during the course of a year we have as many
6 as five hundred employees at that location or five hundred
7 people working ---

8 **THE COURT:** All right. And I understand from the
9 affidavit, not affidavit, from the memo it says there were
10 eighty-five thousand patrons for 2014?

11 **MR. HILLER:** It's closer to ninety thousand.

12 **THE COURT:** Okay.

13 **MR. HILLER:** And in that regard, Your Honor, and I've
14 been doing a lot of arguing ---

15 **THE COURT:** Yeah. And if you want to go ahead and hand
16 up ---

17 **MR. HILLER:** Haven't handed stuff up.

18 **THE COURT:** Please, sir. Yeah. Again, I want the
19 record full and complete.

20 **MR. HILLER:** So I'm going to hand up at this time our
21 affidavits.

22 **THE COURT:** And, Mr. Davis, I have found my copy. So
23 thank you very much.

24 **MR. HILLER:** I'm going to hand up our motion to strike,
25 my redacted version of Officer Curtis' affidavit. The two

1 cases I referred to is with regards to the requirements for
2 -- in the affidavit, and, of course, the affidavits that
3 we're submitting in response to the factual allegations.
4 But ---

5 **THE COURT:** Now, do those need to be marked, Mr.
6 Hiller, by my very fine court reporter?

7 **MR. HILLER:** I believe they do.

8 **THE COURT:** Okay. Do they need to be collectively or
9 do they need to come in individual?

10 **MR. HILLER:** Given that I've recited what's there, I'm
11 satisfied to mark them collectively.

12 **THE COURT:** Okay. That's fine.

13 (Whereupon Defendant Elephant, Inc. exhibit 2 was
14 marked and admitted into evidence)

15 **THE COURT:** All right. Let me ask you from the State's
16 standpoint, ---

17 **MR. DAVIS:** Yes, sir.

18 **THE COURT:** --- how long before the case is ready for a
19 trial on the merits?

20 **MR. DAVIS:** We'll be ready by the next term of court,
21 whenever that is, Your Honor. You'd ---

22 **THE COURT:** All right.

23 **MR. DAVIS:** --- know that better than me.

24 **THE COURT:** Mr. Hiller.

25 **MR. HILLER:** Your Honor, obviously, you're tired of

1 hearing me complain about what short a period of time ---

2 **THE COURT:** And I'm not going to box y'all in. I think
3 the next term of court is far too quick.

4 **MR. HILLER:** I mean, there's going to be discovery, and
5 there's going to be a substantial amount of discovery, ---

6 **THE COURT:** Sure.

7 **MR. HILLER:** --- and subject to everybody's
8 availability. You've got seven lawyers here. And you know
9 how hard it is to get seven lawyers in a room, unless you
10 ask us to be here. But ---

11 **THE COURT:** Even then it's not as easy as you might
12 think, Mr. Hiller.

13 **MR. DAVIS:** Your Honor, I'll put it on a fast track to
14 where everybody's schedule or available, we can get the
15 discovery done.

16 **THE COURT:** All right.

17 **MR. DAVIS:** We're ready for trial.

18 **MR. HILLER:** Your Honor, I do also want to hand up our
19 -- we have a separate motion to strike and a memorandum in
20 support of it with regards to the affidavit.

21 **THE COURT:** The -- being the entertainers?

22 **MR. HILLER:** No, being Mr. -- Officer Curtis'
23 deposition, I mean, affidavit. The affidavits for some
24 reason, I mean, the entertainers' statements given to the
25 police during an interrogation were actually attached to the

1 complaint as an exhibit rather than the affidavit, which
2 would have been, I think, more appropriate. But -- so the
3 original motion to strike is to strike those from the
4 complaint as exhibits.

5 And, of course, we haven't talked about this, in my
6 view, insane attachment of anonymous website reviews.

7 **THE COURT:** Yeah. And I'll go ahead and state on the
8 record, as I raised with counsel earlier in the week, I am
9 concerned that there's personal information in the
10 entertainers' statements such as telephone numbers,
11 addresses, social security numbers that clearly should be
12 sealed.

13 Also, we had discussed there is a DVD that the State
14 has made an exhibit. And, gentlemen, as I -- and lady, as I
15 told y'all, I'm fine if a portion of it is to be shown here
16 today in open court or I'm fine also, if all the counsel has
17 seen it, doing an in camera review.

18 So, Mr. Davis, let me first hear from you on the issue
19 of redacting the personal information that's in the Court's
20 file.

21 **MR. DAVIS:** I think that is appropriate and we should
22 do that. And, you know, the State would be perfectly
23 willing to do whatever we need to do to facilitate that. I
24 think that's a good idea, Your Honor.

25 **THE COURT:** All right. And, Mr. Hiller, I'm assuming

1 you have no problem with that?

2 **MR. HILLER:** Well, Your Honor, obviously because the
3 fact that it is a violation of the law, we would ask that
4 the original record be sealed and that any record that's
5 available to the public -- your order reflect that it be
6 redacted from any further records available to the ---

7 **THE COURT:** I have no problem with that.

8 How about, Mr. Davis, what's your position on the
9 showing of the DVD?

10 **MR. DAVIS:** Your Honor, I could do it either way. I'm
11 content to have Your Honor review it in chambers. It is
12 exhibit D. It is attached to the verified petition. The
13 material activity that occurs on there demonstrates
14 activities of oral sex between strippers that appears at the
15 five minute and fifteen second mark. If Your Honor prefers,
16 I can play it. It's approximately one minute long.

17 **THE COURT:** All right. But I want to make sure I
18 understand and it's clear on the record, this video is one
19 of six hundred hours ---

20 **MR. HILLER:** Six hundred and seventy-two approximately.

21 **THE COURT:** But it is a video actually from the cameras
22 and video on the premises of Platinum Plus.

23 **MR. DAVIS:** Yes, Your Honor, it is.

24 **THE COURT:** And it was done approximately what time-
25 frame?

1 **MR. DAVIS:** What was the date of the video?

2 **THE COURT:** Yes, sir. Was it -- what, Fall of 2014?

3 **MR. HILLER:** No. The video ---

4 **MR. DAVIS:** Between January and March, Your Honor.

5 **THE COURT:** Of this year, 2015? Okay.

6 **MR. DAVIS:** Yes, sir.

7 **MR. HILLER:** I don't even think that. But ---

8 **THE COURT:** All right. Mr. Hiller, what's your

9 position on whether the video should be shown ---

10 **MR. HILLER:** Well, the Court's aware that I have also

11 complained about the fact that in the criminal prosecution

12 of these ladies that was seized from us documents and

13 evidence that we need and want in defense of our position.

14 And they have refused to provide it.

15 **THE COURT:** It's a civil matter. Clearly you're

16 entitled to file appropriate ---

17 **MR. HILLER:** I don't have it today. And today is when

18 I should have it. I mean, I needed it before today. But,

19 you know, we will represent and it's in our affidavits that

20 that contains approximately four weeks worth of video before

21 it loops.

22 In other words, it will hold approximately six hundred

23 and seventy-two hours of video and then it starts

24 overwriting. So it should only actually contain the month

25 of March, you know, give or take a day or two.

1 And, of course, we think if any of it's relevant, it's
2 all relevant. And, you know, of course, I totally, totally
3 disagree with Mr. Davis' attempt to characterize what's on
4 it. You know, but I don't object ---

5 THE COURT: All right.

6 MR. HILLER: --- to the Court reviewing it other than
7 ---

8 THE COURT: Have you reviewed it?

9 MR. HILLER: Yes, sir.

10 THE COURT: How would you summarize it?

11 MR. HILLER: I'd summarize it as two police officers
12 and three entertainers drinking a lot of beer, a lot of beer
13 and -- for an hour. And in the very far right corner of the
14 video, which is the main floor, there are what are called
15 satellite stations where dancers dance. And it is a black
16 and white security video. It is not blu ray.

17 But if what they say is -- if you can see ---

18 THE COURT: No, I want to know what you say it is.

19 MR. HILLER: Looks like two girls talking to each other
20 to me.

21 MR. DAVIS: Your Honor, I'm prepared to play it then.

22 THE COURT: Mr. Hiller, if you want it played, I'm fine
23 with playing it. If there's an issue ---

24 MR. HILLER: I want -- but I want the whole hour
25 played.

1 **THE COURT:** Well, we're not going to play the whole
2 hour, but if the State wishes to proceed with -- how long is
3 the video?

4 **MR. DAVIS:** One minute, Your Honor.

5 **THE COURT:** All right. Then we'll go ahead and proceed
6 with that. And if you could identify the area in question.

7 **MR. DAVIS:** I think you'll probably know.

8 (Whereupon the video was played for the Court)

9 **MR. DAVIS:** Right about now.

10 **THE COURT:** All right. But where on the screen are we
11 looking?

12 (Whereupon Mr. Davis pointed on the screen)

13 **THE COURT:** Okay.

14 **MR. DAVIS:** It doesn't really look like drinking beer.

15 **MR. HILLER:** It doesn't really look like anything.

16 **THE COURT:** And I'll note for the record it appears to
17 be two women. And one is putting her face down in the
18 vaginal area of the other on a chair in what appears to be
19 an open area.

20 **MR. DAVIS:** I just want to clarify something for the
21 record, Your Honor. There's a lot been said about six
22 hundred and seventy-two hours. The reason why we know about
23 this one is because we knew where to look. The undercover
24 agents were actually out there. That's why we have this
25 footage.

1 And the idea that there's not other potential things in
2 the footage, you know, we'd have to comb through it ourself.
3 But we knew about that one, and that's how it became
4 evidence in this case.

5 **THE COURT:** All right. So, Mr. Hiller, let me go back.
6 How long is it going to take before your client is ready to
7 try the case?

8 **MR. HILLER:** I would think, you know, I would think
9 that ninety days would be the absolute earliest period of
10 time.

11 **THE COURT:** Okay.

12 **MR. HILLER:** And, you know, obviously, like I said,
13 there would be significant scheduling issues that are
14 typically associated with so many attorneys.

15 **THE COURT:** Okay. All right. And I hate to ask this
16 with lawyers. Is there anything else y'all need to have on
17 the record at this point? Mr. Davis? Or, Mr. Bannister?

18 **MR. BANNISTER:** Yes, sir, I do. I don't believe I
19 filed the affidavit of the building owner. So I'd like to
20 do that.

21 **THE COURT:** All right. And if you'll mark that ---

22 **MR. BANNISTER:** Attached to it is his lease.

23 **THE COURT:** --- as Defendant's 1 Frontage Road.

24 (Whereupon Defendant Frontage Road exhibit 1 was marked
25 and admitted into evidence)

1 **MR. BANNISTER:** Which the lease itself specifically
2 prohibits the tenant committing any nuisance. Also says he
3 is not a partner, joint venturer involved in the tenant's
4 business.

5 And I would like to point out, if I could just briefly,
6 Judge, owner of the building is not party to the 2002 order,
7 which has been mentioned several times. The essence of the
8 State's interpretation of what this statute is, the
9 landlord, regardless of his knowledge, participation, any
10 ability to control the activities of the tenant is
11 vicariously liable, being held to the descriptions of the
12 nuisance. And I don't believe that's a correct reading of
13 the law. And I would say to the -- and I'll tell you that
14 six hundred hours that they have recorded would not find any
15 agent, or the landlord, or any agent of the landlord in any
16 way involved.

17 **THE COURT:** All right. And the current owner/landlord
18 is -- has owned the property for how long?

19 **MR. BANNISTER:** Probably about twenty-five or thirty
20 years.

21 **THE COURT:** Okay. All right.

22 **MR. DAVIS:** Your Honor, you asked whether we had
23 anything else. And the only thing that I can think of for
24 my part is I do have a summary of my abatement arguments. I
25 do think this would be helpful for Your Honor ---

1 **THE COURT:** All right.

2 **MR. DAVIS:** --- because I think this does outline
3 exactly why their position is statutorily incorrect.

4 **THE COURT:** Their position being the tenant or the
5 owner?

6 **MR. DAVIS:** Uh-huh (affirmative), both.

7 **THE COURT:** All right.

8 **MR. DAVIS:** And it basically goes through -- and it
9 does exactly what -- we had to do sort of an accelerated
10 process, but it lays out the statute side-by-side-by-side.
11 And I truly believe if Your Honor looks at it in total and
12 you see how it operates, you will understand exactly what's
13 supposed to happen here and what and how the abatement is
14 supposed to occur.

15 There's one other footnote that I would like to put on
16 the record is at one point Mr. Hiller talked about how there
17 is no criminal convictions yet in this case. Interesting
18 fact, largely irrelevant underneath the Nuisance Statute.

19 In fact, if you look at the latter part of the statute
20 it specifically talks about whether the nuisance had been
21 found civilly or whether there was a criminal conviction.
22 And it talks about them both referencing them separately.

23 There's no precondition of having a conviction with
24 respect to this statute. It's about whether the property
25 became an instrumentality of a nuisance that violated law.

1 **THE COURT:** All right. Mr. Hiller, anything else for
2 the record, sir? Or, Ms. Metcalfe?

3 **MR. HILLER:** Your Honor, we'd just like to ask the
4 Court what time-frame you'd like us to respond to these
5 numerous summaries that have been submitted.

6 **THE COURT:** I'll be glad to hear -- I know there have
7 been a lot of lawyer hours involved already. And give me
8 your suggested time-frame.

9 **MR. HILLER:** Well, because -- there's a reason Ms.
10 Metcalfe is assisting me in this matter, Your Honor. How
11 long will it take you, Ms. Metcalfe?

12 **MS. METCALFE:** Your Honor, I think there's seven of
13 them in a large law firm working on it. It's just the two
14 of us. It's going to take us a little bit of time. I think
15 they've handed up five or six summaries just now. We've
16 only been involved in this for less than three days.

17 **THE COURT:** So let me come back to my question. How
18 much time we talking?

19 **MR. HILLER:** Can we have til Wednesday?

20 **MR. DAVIS:** We would agree to that, Your Honor. That's
21 reasonable.

22 **THE COURT:** All right. Wednesday at what time?

23 **MR. HILLER:** Which means we won't have worked on
24 anything else for the last six days. 5:00.

25 **THE COURT:** All right.

1 **MR. DAVIS:** I would just point out, you know, the
2 summaries really are responsive to the arguments from their
3 brief. And our firm ---

4 **THE COURT:** And I hear you. And I don't have any
5 reason to question that. But also I know that defense
6 lawyers have been kind of put behind the -- a very difficult
7 situation the way the statute reads. And so I have no
8 problem with the consent of the State. Wednesday at five.

9 And then what I will do is review the materials and set
10 up a time to either meet or have a conference call with
11 counsel because once I get it, I do anticipate a prompt
12 ruling because, again, I know it's a significant matter to
13 all parties concerned. All right. Thank y'all for very
14 fine lawyering. It's always good to see y'all.

15 **MR. DAVIS:** Thank you for your time.

16 **THE COURT:** Thank you. Yes, sir.

17 **MR. HILLER:** Thank you, Your Honor.

18 **MS. METCALFE:** Thank you, Your Honor.

19 (Hearing Ended at 12:54 pm)

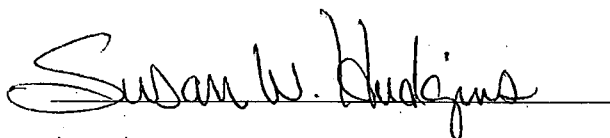
20 (End of Requested Transcript of Record)

Certificate of Reporter

I, the undersigned, Susan W. Hudgins, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial/hearing of the captioned case, relative to appeal, in the Circuit Court for Greenville County, South Carolina, on the 24th day of April 2015.

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

May 7, 2015

A handwritten signature in cursive script, reading "Susan W. Hudgins", written over a horizontal line.

Circuit Court Reporter

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2015-CP-23-02597

State of South Carolina on the)
relation of William Walter Wilkins,)
III, Solicitor of The Thirteenth)
Judicial Circuit,)

Plaintiff,)

vs.)

Elephant, Inc., Gregory Kenwood)
Gaines, and Frontage Road)
Associates, Inc.,)

Defendants.)

TRANSCRIPT OF TESTIMONY

June 14, 2016
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

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

William Walter Wilkins, III, Esquire
Andrew Culbreath, Esquire
Lane W. Davis, Esquire
Attorneys for the Plaintiff

Thomas R. Goldsmith, Esquire
Attorney for the Defendants

Also Present:
H. Louis Sirkin, Esquire

**Danette P. Hanks, CCR
Court Reporter**

I N D E X

WITNESS	PAGE
Jeffrey John Smith	
Direct (Culbreath)	22
Cross (Goldstein)	41
Redirect (Culbreath)	56
Jorge Crumpton	
Direct (Culbreath)	58
Cross (Goldstein)	85
Redirect (Culbreath)	91
Jennifer Land	
Direct (Culbreath)	93
Cross (Goldstein)	99
Redirect (Culbreath)	103
Ashton Taylor Padgett	
Direct (Culbreath)	104
Cross (Goldstein)	110

PLAINTIFF EXHIBITS

DESCRIPTION	PAGE
1 CD containing videos within club	30
2 Photographs taken from videos	40
3 Letter from Andrew S. Culbreath to Security Manager at Platinum Plus dated May 16, 2016	41
4 CD containing videos of monitors within club	62
5 Affidavit of Jorge Crumpton	79
6 Affidavit of Jennifer Land	98
7 Elephant Ink d/b/a Platinum Plus Entertainer Agreement	107
8 Business Status Selection by Applicant	107

COURT EXHIBITS

1 Order signed by Chief Justice Jean Hoefer Toal dated December 16, 2014	11
2 Email to tgoldstein@cobblaw.net from Andrew Culbreath dated June 9, 2016.	122

1 THE COURT: For the record, this is 2015-02597;
2 State versus Elephant, Incorporated, et al. And I want to
3 set just a brief period of history for the record.

4 Initially, a little over a year ago, the State brought
5 this action under the Nuisance Statute found at 53-43-10 et
6 seq. After an evidentiary hearing that I conducted, an
7 Order granting a temporary injunction was filed on May 6th,
8 2015. The Defendants filed an appeal. Also asked for a
9 stay of that Order of May 6th, which was denied by our
10 Appellate Courts.

11 And then prior to the trial on the merits, a consent
12 Order was entered into between the parties through their
13 very fine attorneys. And that Order was filed June 4th,
14 2015. And in that Order, which is some nine pages long, it
15 set out certain conditions, requirements and expectations
16 for continued operation of the business known as Platinum
17 Plus. Part of that involved independent monitors that were
18 to be paid for by the Defendants for a period of one year.
19 And the purpose of the monitors was to independently monitor
20 certain activities that went on on a periodic basis.

21 Also, that Consent Order incorporated a 2003 Consent
22 Order that the parties had earlier litigated. And also this
23 Consent Order involved the Defendants paying some fifty
24 thousand dollars in attorneys' fees and costs to the
25 solicitor's office for bringing this action, as well as

1 making a donation to a not-for-profit human trafficking
2 organization here in Greenville.

3 As relates to the original Order, as well as the
4 Consent Order, the case was heard by the Court in its
5 capacity as a Circuit Judge. The present action for
6 contempt was filed by the State on April 29th, 2016. There
7 was at least a preliminary issue of authority and
8 jurisdiction. Whether this case is being heard as a Circuit
9 Judge or pursuant to an Order of Reference that's been
10 filed, I do find that jurisdiction is proper.

11 Following the State filing the contempt action, the
12 State had requested an emergency hearing. The Court
13 declined to grant such an emergency hearing in part because
14 the Defense lawyers at that point in time were arguing that
15 they were not necessarily required or compelled to continued
16 representation. So based on an abundance of caution, the
17 Court scheduled a conference with attorneys for the State,
18 as well as attorneys for the Defendants in the action
19 originally. And that conference was held on May 6th, 2016.
20 And over the objection of the State, because the State was
21 moving for an immediate hearing, the Court set the matter
22 for today. And part of the Court's rationale was to make
23 sure that the Defendants had proper representation and that
24 they had time to prepare for presentation of the case by the
25 State. At that time on May 6th, 2016, the Court advised all

1 counsel that the matter was going to be set for June 14th,
2 and it would not be continued.

3 Yesterday the Court entertained a conference call with
4 attorneys for the State, as well as Mr. Goldstein and Mr.
5 Sirkin, who are now attorneys for the Defendants. And Mr.
6 Goldstein and Mr. Sirkin, Mr. Goldstein being out of
7 Charleston, South Carolina, and Mr. Sirkin, from what I
8 understand, being out of Cincinnati, Ohio, asked the Court
9 for a delay. The Court explained the context of the matter
10 being set for today and declined to delay the matter any
11 further.

12 So I did want this on the record. So gentlemen, as far
13 as Mr. Sirkin and Mr. Goldstein, let me ask you first, any
14 other arguments or any other matters that need to be on the
15 record first relative to authority or jurisdiction to hear
16 the case today?

17 MR. GOLDSTEIN: Yes, Your Honor.

18 THE COURT: All right. We'll certainly allow you
19 to present your reasons for the record.

20 MR. GOLDSTEIN: Your Honor, my name is Tommy
21 Goldstein, and along with Louis Sirkin, I represent the
22 Defendant -- the three Defendants in this case. Mr. Sirkin
23 is licensed in the State of Ohio as counsel's -- as the
24 Defendant's choice of counsel. This matter is brought
25 before the Court, we found out yesterday for the first time,

1 as a criminal contempt. That came as something of a
2 surprise. Having reviewed the previous pleadings, there was
3 no mention of an application for criminal contempt. An
4 application for criminal contempt, of course, invokes the
5 Sixth Amendment. I brought the case law with me. It's
6 *DeMarco versus DeMarco* and *Miller versus Miller*.

7 Mr. Sirkin is, of course, the client's choice of
8 counsel in this case. Mr. Sirkin is not licensed to
9 practice law in the state of South Carolina. He's a very
10 distinguished First Amendment lawyer from the State of Ohio.
11 And we have prepared and are submitting an application for
12 his admission pro hoc vice. I understand, although, I don't
13 know for certain, that there may or may not be an objection
14 to his appearance in the case today. So before I say
15 anything further, I'd like to find out from opposing counsel
16 if there is or is not an objection to Mr. Sirkin's limited
17 participation in today's case. We understand that the
18 application of pro hoc vice must go to the Supreme Court,
19 but we have it here, complete and ready for submission. But
20 of course, it has to go to the Supreme Court. It can't go
21 to Your Honor.

22 So I'm moving for his admission to participate in this
23 case for limited purposes today.

24 THE COURT: Well, let me ask you. Even if the
25 State consents, do I have authority to allow that to happen

1 here today?

2 MR. GOLDSTEIN: Well, you anticipated my very next
3 comment, which was that the Defendant in this case has a
4 Sixth Amendment right to counsel of his choice. There's his
5 choice, right there, seated to my right; an excellent,
6 distinguished lawyer from Ohio who has the right to be
7 admitted pro hoc vice. As Your Honor has just observed,
8 this Court cannot admit him pro hoc vice. Only the Supreme
9 Court can. And we have the application completed and ready
10 for submission, along with the Certificate of Good Standing.

11 So since we found out yesterday that the State is
12 moving for criminal contempt, which I confess I do not
13 understand. And we'll get to that in a minute because that
14 is another argument that I wish to assert prior to beginning
15 a case on the merits. By not allowing Mr. Sirkin's
16 participation in this case, the Defendants are being denied
17 their Sixth Amendment right to counsel of their choice; and
18 therefore would be entitled to a continuance under the Sixth
19 Amendment. They have the right to choose who they want to
20 represent them. They've chosen Mr. Sirkin. And if Mr.
21 Sirkin is not permitted to participate, that's a violation
22 of their Sixth Amendment right.

23 THE COURT: Mr. Culbreath?

24 MR. CULBREATH: Your Honor, thank you. First, I'd
25 like to point out with regard to the Sixth Amendment

1 argument, they may well be entitled to the attorney of their
2 choice, but they made their choice last Wednesday. This has
3 been pending for five weeks. They've had more than enough
4 time to select counsel; either outside the state or in South
5 Carolina, and make appropriate application. But I believe
6 under Rule 404 of the Appellate Court Rules, the motion to
7 be admitted pro hoc vice needs to go to the Supreme Court,
8 along with two hundred and fifty dollars and then the Court
9 forwards it to Your Honor for consideration. And at the
10 same time, a copy needs to be served on opposing counsel.
11 None of that has occurred. So I believe it wouldn't be
12 properly before the Court to allow him to participate in
13 this hearing. But if, in fact, it is found that he is, we
14 would object to his participation in this matter.

15 THE COURT: All right. Mr. Goldstein, anything
16 else for the record?

17 MR. GOLDSTEIN: Well, the Solicitor makes my case
18 for me. It's a clear denial of the Sixth Amendment right to
19 counsel. The Defendant is entitled to have counsel of his
20 choice. Mr. Sirkin and I weren't aware that this case was
21 set for today until just a few days ago. So it's not ---

22 THE COURT: Whether or not you knew it, your
23 client was on notice six weeks ago. So I'm denying your
24 motion and we can move on to your next motion.

25 MR. GOLDSTEIN: All right. The second motion,

1 Your Honor, is that this matter is not properly before the
2 Court. Now, you alluded to our conversation about it
3 yesterday. But, of course, for purposes of Appellate
4 record, that's insufficient, so I must state the grounds
5 again here on the record.

6 The Master in Equity's jurisdictional is determined by
7 the General Assembly. Section 14-11-80 sets forth the
8 general duties of the Master in Equity. I have reviewed the
9 case file in its entirety electronically. I haven't had a
10 chance to go down to the clerk's office and look at the
11 paper copies, but y'all are like Charleston; everything
12 online. And I've looked at every single document available
13 to me online and there's no Order of Reference in this case.
14 And therefore, this Court does not have subject matter
15 jurisdiction of the action before it today.

16 THE COURT: All right. I'm denying that motion
17 for two reasons. Number one, be it as a Circuit Judge or
18 the Master, I think inherent in the Orders that have been
19 entered thus far, including the Consent Order, the Court
20 retained jurisdiction.

21 Secondly, I have been provided with -- and I don't have
22 it in front of me; I have the clerk's file here in the
23 courtroom -- that an Order of Reference has been filed.

24 Mr. Culbreath, is that correct?

25 MR. CULBREATH: There was a reference filed with

1 regard to the Rule to Show Cause that Judge Stilwell
2 initially granted to you or directed to you. And I do have
3 copies of the two Supreme Court Orders for both last year
4 and this year that grant you special Circuit Court
5 jurisdiction. So I'd like to make that part of the record.

6 (WHEREUPON, Court Exhibit Number 1 was marked for
7 identification.)

8 THE COURT: All right. So, Mr. Goldstein, you're
9 protected on the record with that, as well, but I'm denying
10 that motion.

11 MR. GOLDSTEIN: Thank you, Your Honor. And I
12 would just say further that, of course, as Your Honor is
13 aware, subject matter jurisdiction can be raised at any
14 time, even for the first time on appeal.

15 The next matter, Your Honor, is the case law on
16 criminal contempt. And again, Judge, let me say, I was very
17 surprised to learn yesterday that we're facing criminal
18 contempt. That's surprising to me. A criminal contempt can
19 only be instituted by filing with the Court a verified
20 Petition or a Petition supported by Affidavits. The
21 Petition in this case is not verified and the Affidavits
22 that were filed are redacted so that the identify of the
23 Affiant is withheld from us. That is a fundamental denial
24 of procedural and substantive due process and does not
25 comport with the minimum requirements of South Carolina law

1 that an application for criminal contempt can only be
2 instituted upon filing of a verified Petition or supported
3 by Affidavits.

4 And Judge, you know, Animal House was a great movie and
5 double secret probation is hilarious in Animal House, but
6 when you've got a client facing six months in jail, it's not
7 so funny. And the idea that somebody can subject a citizen
8 of the state of South Carolina to six month imprisonment,
9 which is a serious, serious matter, on the filing of
10 anonymous Affidavits is an affront to any fair notion of
11 justice. And so for that reason, I ask that the verified
12 Petition be struck.

13 THE COURT: Mr. Culbreath, ---

14 MR. GOLDSTEIN: If they want to go forward on
15 civil contempt, that's a different matter. That's a
16 different matter.

17 THE COURT: All right. Mr. Culbreath, in order
18 for a criminal contempt action to lie, does it have to be
19 verified? Does the Petition ---

20 MR. CULBREATH: Verified or supported by sworn
21 Affidavits. And Your Honor -- and I can't agree with
22 counsel more. There's nothing funny about this. This is a
23 verification that was filed, and it was filed
24 electronically. And it's in the clerk's office.
25 Additionally, there are two Affidavits that were submitted

1 that were sworn. Their names were redacted. But if counsel
2 would look to paragraph 11 of the Petition, we set forth
3 that while their names are redacted for purposes of their
4 anonymity, their names would be disclosed to counsel
5 immediately upon request, as well as the Court if it were
6 deemed necessary.

7 THE COURT: And those were provided to the
8 attorneys at that time of record, Mr. Hiller ---

9 MR. CULBREATH: The Affidavits were; yes, sir.

10 THE COURT: --- and Ms. Metcalf?

11 MR. CULBREATH: Yes, sir.

12 THE COURT: All right. Mr. Goldstein, I'm going
13 to deny your motion, but you're protected on the record.

14 Anything else you need on the record before we take the
15 next step?

16 MR. GOLDSTEIN: The final interlocutory objection
17 is that criminal contempt is reserved for contumacious
18 conduct that is direct; not indirect. The allegations in
19 this case are that the contumacious conduct is a violation
20 of a settlement agreement which was reduced to an Order of
21 the Court. There's no allegation of contumacious conduct
22 occurring the presence of the Court. And for that reason, I
23 respectfully submit that criminal contempt does not lie for
24 indirect contemptuous -- alleged indirect contemptuous
25 conduct.

1 THE COURT: All right. And we will certainly --
2 those will certainly be issues that will be resolved here
3 today. Anything else then for the record, Mr. Goldstein?

4 MR. GOLDSTEIN: Oh, Your Honor, I forgot to
5 mention -- and I'm not arguing with the ruling of the Court.
6 I understand the Rules. But for the record, I do want to
7 put into the record that the Defendants' counsel in this
8 case was served with a Subpoena last Wednesday. So that's
9 the date that he would have been disqualified from acting as
10 their counsel. So it's not back in May. It's as of last
11 Wednesday.

12 THE COURT: Well, and I didn't mean to state or
13 imply that there was ever a disqualification. That was not
14 the sense of my discussions with Ms. Metcalf and Mr. Hiller
15 back on May 6th. But anyway, you have that on the record
16 now for appeal purposes.

17 MR. CULBREATH: Your Honor, may I address that
18 very briefly?

19 THE COURT: Yes, sir.

20 MR. CULBREATH: And I think you articulated this
21 earlier. But Mr. Hiller made it very clear at the outset
22 that he was not an attorney of record on this particular
23 aspect of the case; that his representation was completed
24 once the Order was signed.

25 THE COURT: And Mr. Goldstein, and I know you and

1 the other fine counsel were not present obviously at those
2 meetings, but that was one reason I delayed the matter, was
3 because Mr. Hiller and Ms. Metcalf were strenuously arguing
4 that they were not automatically required to proceed as
5 counsel. The State was arguing very strenuously that they
6 did have an ongoing obligation. So, as again relating back
7 out of an abundance of caution I said, well, I'm going to
8 move this to June 14th, and we're going to let the dust
9 settle, we're going to let everybody lawyer up and then
10 we're going to build a record and I'm going to issue my
11 ruling. And then very fine lawyers will head down to
12 Columbia to our Appellate Courts.

13 MR. GOLDSTEIN: I understand, Your Honor. And I
14 appreciate the descriptions of very fine lawyers. Of
15 course, that remains to be seen. But the fact of the matter
16 is that the very fine lawyers have only been in the case for
17 about seventy-two hours. And I don't -- I'm not sure I
18 qualify as a very fine lawyer. But as a marginal lawyer, I
19 know I can't be ready in seventy-two hours. So once again I
20 state that we are just not prepared to meet the allegations
21 brought by the Solicitor. The Solicitor is way out in front
22 of us on this case and we just have not had time to prepare.

23 And I understand -- again, not arguing with Your
24 Honor's ruling. I understand Courts rule.

25 THE COURT: Then why are we still discussing it?

1 MR. GOLDSTEIN: Well, I just want -- for the
2 record, I want to be sure that the Orders that the Court is
3 relying upon for continued jurisdiction are the Orders dated
4 December 16th, 2014 and December 9th, 2015 signed by the
5 Chief Justice of the South Carolina Supreme Court, which
6 have just been handed to me. I just want to be sure those
7 are the right Orders.

8 THE COURT: Yes, sir, that is in part. As well as
9 the fact that the Court heard the initial TRO, as well as
10 was requested by counsel to execute the Consent Order signed
11 June 4th, 2015.

12 MR. GOLDSTEIN: Right. And that was the Consent
13 Agreement reached by the parties.

14 THE COURT: Yes, sir.

15 MR. GOLDSTEIN: Correct. And finally, Your Honor,
16 I'm sure the Solicitor will stipulate that the punishment he
17 seeks is less than a hundred and eighty days incarceration.
18 But nonetheless, we still believe that we have a right to
19 trial by a jury and we demand the right to a trial by a
20 jury.

21 THE COURT: And Mr. Culbreath, I understand from
22 our conference call yesterday that if, in fact, this is a
23 criminal contempt as opposed to a civil contempt and if, in
24 fact, the evidence supports the State's request, then the
25 State has agreed to limit any relief sought to no more than

1 six months?

2 MR. CULBREATH: That's correct, Your Honor. To
3 the extent that we have a say in the matter, we wouldn't
4 seek anything more than six months. And if I may, I'll hand
5 up some case law to that effect. I know that the Sixth
6 Amendment had been touched on, too. This case law addresses
7 that.

8 THE COURT: And I agree. I looked at the case law
9 yesterday. Sometimes Judges really do look at the law
10 independent of lawyers, so ...

11 MR. GOLDSTEIN: We understand that, Your Honor.

12 MR. CULBREATH: And Your Honor, with regard to
13 jurisdiction, I just want to point out paragraph 9 of your
14 Order from last year that retains perpetual jurisdiction
15 over this matter.

16 THE COURT: All right. Which Order are ---

17 MR. CULBREATH: That would be the 2015, the June
18 4th Order.

19 THE COURT: All right. I've got it in front of
20 me. Which page?

21 MR. CULBREATH: Page 8. There is colloquy there
22 in paragraph 9 that sets forth continuing jurisdiction by
23 the Court of Common Pleas.

24 THE COURT: All right.

25 MR. CULBREATH: It also sets forth that wilful

1 violations of the terms and conditions set forth in this
2 Consent Order shall be punishable as contempt of Court.

3 We've touched on, very briefly, the constructive
4 criminal contempt that the State is seeking here. Beyond a
5 reasonable doubt will be the lawful standard that applies,
6 and we've fully prepared to reach that. We have covered the
7 jurisdiction with regard to handing up the two Orders that
8 place you as a Special Circuit Court Judge. I just want to
9 make those a part of the record.

10 THE COURT: All right. Let me ask -- you all have
11 covered most of the questions I had. But I do -- and again,
12 trying to narrow the parameters, so to speak, do both sides
13 agree that the Consent Order of June 4th, 2015, as well as
14 the 2003 Order it incorporated by reference, set the
15 parameters for the Court's review here today?

16 MR. GOLDSTEIN: Yes. That sets the parameters.
17 And that -- that's why it can't be criminal contempt because
18 the Solicitor's allegations are a violation of a Consent
19 Agreement, which would be a civil matter, not a criminal
20 matter. If parties enter into a settlement agreement and
21 it's reduced to an Order of the Court to settle a case,
22 which is what this was. This was a settlement of a civil
23 action brought under Title 15, Nuisance Abatement Act. The
24 parties came together. They reached an accord. They
25 reduced it to writing. They signed it. Your Honor approved

1 it. And now they allege that there's a breach of those
2 terms. That does not give rise to criminal contempt.
3 There's not a case ---

4 THE COURT: All right. Again, we're going to
5 resolve those issues, and I'll certainly give counsel time
6 to brief that after the hearing here today.

7 MR. GOLDSTEIN: Thank you, Your Honor.

8 THE COURT: All right. So, Mr. Culbreath, be glad
9 to hear from you.

10 MR. CULBREATH: Thank you, Your Honor.

11 I do have a couple of matters. One, we will have some
12 investigators that were operating undercover as part of this
13 particular investigation, which they're going to testify
14 this morning. I talked very briefly with the press about
15 this earlier and I think there's no objection. Just wanted
16 to mention or request of the Court that any media taken of
17 the -- what would be identified as independent monitors or
18 undercover witnesses, that they just be filmed from the
19 chest down if they deem them necessary to be filmed. We'd
20 like to try and preserve their anonymity as best we can. As
21 well as photographs from anybody in the courtroom, restrict
22 ---

23 THE COURT: Mr. Goldstein, any objection?

24 MR. GOLDSTEIN: Yes. Open courtroom is -- this is
25 open to the public and it's incomprehensible that this

1 action is being brought at the same time they want to gag
2 the press. That's the same reason I objected to the -- this
3 is outrageous. You don't bring somebody into Court based on
4 -- this is a civil case, Judge. This isn't a criminal case.

5 THE COURT: Mr. Culbreath, it will certainly be up
6 to the discretion -- I can't order that in light of Mr.
7 Goldstein's objection.

8 MR. CULBREATH: That's fine. And we did have a
9 discussion, at least a couple of times now, we have some
10 video footage that was provided to our office from the
11 Defendants as part of the Consent Order. We made several
12 requests and they did comply with a number of them. We have
13 that video footage here today and are going to play some of
14 those segments for the Court. I've talked with opposing
15 counsel and they have agreed to stipulate to the
16 authenticity of the videos as they were provided by the
17 Defendant. I just want to make sure that's part of the
18 record.

19 THE COURT: All right.

20 MR. CULBREATH: And there were nineteen video
21 clips in all.

22 THE COURT: And I'm assuming we're not going to
23 sit here and watch nineteen clips; we're just going to see
24 the highlights of them, so to speak?

25 MR. CULBREATH: Yes, sir, we're just going to hit

1 the highlights.

2 THE COURT: All right. You can call your first
3 witness.

4 MR. CULBREATH: Thank you, Your Honor.

5 MR. SIRKIN: Your Honor, excuse me. In order to
6 protect myself on the pro hoc vice situation, I think the
7 reference should be to simply consult counsel. I'm sitting
8 here as if I'm like a law clerk. If the court will allow me
9 to do that with Mr. Goldstein.

10 THE COURT: I have no problem with that.

11 MR. SIRKIN: I'm concerned about any participation
12 on my part showing up in the record with the Supreme Court
13 of South Carolina.

14 THE COURT: Yes, sir. I understand. Thank you.

15 MR. SIRKIN: Thank you.

16 THE COURT: All right. Mr. Culbreath.

17 MR. CULBREATH: Your Honor, the State would call
18 Investigator Jeff Smith.

19 THE COURT: If you would place your left hand on
20 the bible and raise your right hand for me.

21 Do you swear to tell the truth, whole truth and nothing
22 but the truth?

23 THE WITNESS: I do.

24 THE COURT: If you'll come around and have a seat,
25 please, sir. And if you would state your full name for the

1 record.

2 THE WITNESS: Jeffrey John Smith.

3 JEFFREY JOHN SMITH,

4 HAVING BEEN FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

5 DIRECT EXAMINATION

6 BY MR. CULBREATH:

7 Q. Investigator Smith, good morning.

8 A. Good morning.

9 Q. Could you tell the Court your current occupation and
10 position?

11 A. I am currently a criminal investigator for the
12 Thirteenth Circuit Solicitor's Office working directly for
13 Walt Wilkins.

14 Q. And how long have you served in that capacity?

15 A. Since October of 2012.

16 Q. Would it be fair to say in your role as an
17 investigator in the Solicitor's Office, you participate or
18 assist the Solicitor and Assistant Solicitors as they pursue
19 and build cases?

20 A. Yes.

21 Q. And at times you need to go out and question
22 witnesses, serve subpoenas or review evidence; fair to say?

23 A. Yes.

24 Q. Did you become involved in the litigation that is
25 before us here today last year when the Solicitor's office

1 first initiated the action?

2 A. I did.

3 Q. Okay. Could you tell the Court a little bit about
4 your prior involvement, and then we'll move into how you've
5 become involved for this particular phase.

6 MR. GOLDSTEIN: Object to last year on the ground
7 of relevancy. We're here on a Petition for Rule to Show
8 Cause alleging alleged contemptuous conduct. And I think
9 the remarks should be limited to the ---

10 THE COURT: Mr. Culbreath, I think we have to go
11 from the Consent Order forward.

12 MR. CULBREATH: All right, sir.

13 Q. Investigator, were you present and did you participate
14 in a walk-through and inspection of sorts of the Platinum
15 Plus property last October just prior to their reopening?

16 A. I did.

17 Q. All right. If you can tell the Court about your
18 involvement and participation there, as well as any
19 observations you made?

20 A. I went there in reference to inspecting and making
21 sure of the compliance of the video cameras, where they were
22 going to be placed and what they were going to be
23 videotaping. Showing us exactly -- or to make sure that the
24 patrons or customers of the establishment were going to be
25 in clear view at all times.

1 Q. Okay. So as part of the Order, the Defendants were
2 required to install cameras that would videotape all areas?

3 MR. GOLDSTEIN: Objection. Leading.

4 THE COURT: Overruled. Go ahead.

5 Q. They were supposed to install cameras that were
6 supposed to capture all areas where the patrons interacted
7 with the employees or the dancers?

8 A. Correct.

9 Q. And you were there to look at the actual location of
10 the cameras?

11 A. Correct.

12 Q. All right. Did you have a chance to observe where all
13 of the cameras were located?

14 A. Yes.

15 Q. Did you do a walk-through of the entire location?

16 A. I did.

17 Q. Did you also get a chance to visit the actual security
18 room down on the first floor?

19 A. I did.

20 Q. And in there did you get to observe the computer and
21 the security system?

22 A. Yes.

23 Q. Were you able to see any video footage on the screen
24 as you looked at that?

25 A. After we looked at where the cameras were placed, they

1 then took us back to the room where the monitoring was going
2 to occur and they showed us what the camera was going to
3 show. And then how they were able to identify one camera,
4 pinpoint it, show all at the same time, et cetera, et
5 cetera. Their IT guy was there and they showed us how it
6 operated; yes.

7 Q. Okay. And does each camera have a number that it was
8 referred to?

9 A. They did.

10 Q. And do you recall going into the couch room?

11 A. I did.

12 Q. If you could describe the couch room and what the
13 camera setup was there?

14 A. The couch room is a room out of view of the general
15 area right when you walk in. It's off to the side and it's
16 surrounded by mirrors, a camera on each end. We were
17 looking at the cameras and how much would be in view. Some
18 of it was even provided by the reflection of a mirror and
19 then the camera on each end.

20 Q. Okay. And as far as the champagne room, were you able
21 to go up there?

22 A. Yes.

23 Q. All right. Tell us about the video positioning there
24 and what discussion, if any, was had?

25 A. The champagne room was a little different. It's

1 elevated above everything to keep from view. And it's -- my
2 understanding, it's a paid location to go up there. The
3 cameras that were in place didn't provide a hundred percent.
4 It was very limited. Just the shape of the room and the way
5 the booths were set up, there was a section in the champagne
6 room that was -- could not be captured by the camera that
7 they had. In fact, it was identified when we were in the IT
8 room or where they do the videotaping, we got to watch a
9 screen, that a section couldn't be videotaped. And, you
10 know, I watched them get on a ladder and I saw their camera
11 guy trying to fix it. It was pretty strong. You couldn't
12 turn it. They talked about alternative cameras, possibly
13 one that, you know, switches views and rotates and things of
14 that nature. But we addressed that there's a situation in
15 that room that we were unable to visualize and they were
16 going to work on it.

17 Q. All right. So they did actually -- a ladder and came
18 out and tried to manipulate the cameras?

19 A. Oh, yeah.

20 Q. Okay. And back to the couch room, was there one
21 camera and we discussed the need for another, or do you
22 remember if there were two or one and they made that change
23 in order to ---

24 A. I believe there was one and we found the need to put
25 in another one.

1 Q. Okay. On the far end, the far wall?

2 A. On the far end.

3 Q. All right. And we had referenced earlier video
4 segments or videotape that was provided under a request per
5 the Court Order. Our office would request, periodically,
6 footage. Did you have a chance to review that footage as it
7 would come in?

8 A. I did.

9 Q. And with regard to the November review, we asked for
10 November 20th and 21st of 2015. Had you had an opportunity
11 to review those videos?

12 A. I did.

13 Q. All right. And did you identify what you believed to
14 be violations of the Consent Order upon reviewing those?

15 MR. GOLDSTEIN: Objection. Invades province of
16 the Court. That's why we're here.

17 THE COURT: I'll allow him to testify as far as
18 his opinion. I mean, obviously, that's ultimately the fact
19 finder's decision. But he saw it. He's seen the cameras.
20 He saw the Order. He was involved with it. So subject to
21 your objection, he's allowed to answer.

22 Q. This would be a good opportunity. Why don't you set
23 out for us, what was your understanding of the requirements
24 of the Order and what were you looking for as you reviewed
25 these video segments?

1 MR. GOLDSTEIN: Objection. Calls for legal
2 opinion from the witness that he's not qualified to give.

3 THE COURT: Overruled. Go ahead.

4 A. I reviewed the Consent Order and I was told to review
5 the videos that were provided. Basically I was just looking
6 for clothing violations, a minimum of two inch or more, just
7 above the tail bone.

8 Q. Are you talking about undergarments?

9 A. Undergarments, pasties. I was also asked to see if I
10 could identify any type of sexual acts; oral intercourse,
11 simulated or otherwise, fondling or erratic touching from
12 the patrols to the entertainers of private parts, which
13 would include breasts and buttocks and things of this
14 nature.

15 Q. You mentioned pasties. Tell the Court what a pastie
16 is and what the requirement is under the Order?

17 A. Well, it would be something that would cover the
18 nipple and areola of the breasts.

19 Q. Okay. And so those were the criteria that you were
20 using as you reviewed these videotapes?

21 A. Correct.

22 Q. And you had reviewed some from November, I believe?

23 A. I did.

24 Q. And also March 14th, as well?

25 A. Yes.

1 Q. And then another set March 25th and 26th of 2016;
2 correct?

3 MR. GOLDSTEIN: Judge, this is awfully leading.
4 The Solicitor is just testifying.

5 THE COURT: Is that an objection, Mr. Goldstein?

6 MR. GOLDSTEIN: That's an objection.

7 THE COURT: All right. Don't lead, Mr. Culbreath.

8 Q. All right. How many different sets of videotapes did
9 you have a chance to review?

10 A. At least three segments. I mean, there's a lot of
11 videotape.

12 Q. Okay. And as you did that, did you identify and were
13 segments of the video recorded or pulled out and preserved
14 for purposes of this hearing?

15 A. Correct.

16 Q. And were those saved to a disk?

17 A. Yes.

18 MR. CULBREATH: Your Honor, if I may approach?

19 THE COURT: Certainly.

20 Q. Let me show you this. If you can tell the Court, what
21 is that?

22 A. This is a disk that pulled out segments of the raw
23 footage that was provided to us and they were broken up into
24 segments; 1 through 11 and then 14 through 16.

25 Q. Okay. And have you had a chance to review these?

1 A. I did.

2 Q. And are these a fair and accurate depiction of the
3 overall videotape that you reviewed?

4 A. Yes.

5 Q. All right. And this on the back, is this your
6 initial?

7 A. This is. After I reviewed it, Your Honor, I put a
8 sticker on it and initialed it across the side.

9 Q. Okay. All right. Thank you.

10 MR. CULBREATH: At this time the State would move
11 this in as Exhibit 1.

12 THE COURT: All right.

13 MR. GOLDSTEIN: We agreed to that, Judge.

14 THE COURT: All right. Thank you.

15 (WHEREUPON, Plaintiff Exhibit Number 1 was marked and
16 admitted into evidence.)

17 Q. All right. Investigator Smith, we have these, I guess
18 it's roughly 14 videos here. What I'll do with the Court's
19 indulgence is play a few of the videos. Investigator,
20 before I play these, are these segments -- do they contain
21 some of the footage that you highlighted as being a
22 potential violation?

23 A. Yes, they did.

24 Q. Okay. We'll break these down into different
25 categories for the Court. I think we're okay on the lights.

1 THE COURT: Ms. Fryer, will you see if you can
2 turn down some of the lights?

3 MR. CULBREATH: And Your Honor, if this is a
4 little bit difficult for Your Honor to possibly see, I have
5 a chair here if you need it.

6 Q. Investigator Smith, I'm going to give you a laser
7 pointer as well in case you need it to orient us. We'll
8 play what has been marked as PP2 on the disk and it's also
9 referenced similarly in the Petition, as well. We'll start
10 this, and if you can orient us as to what room this is and
11 what you observed.

12 A. Okay. This is the couch room.

13 Q. Do you recall what date this video was taken?

14 A. This was a segment in November. The exact date I'm --
15 there's a lot of video footage. I don't know the exact
16 date, but this was a response to our request of November
17 footage.

18 Q. Roughly November 20th possibly?

19 A. Yes.

20 Q. And do you recall when Platinum Plus reopened for
21 business?

22 A. They -- I wasn't there when they opened the doors. I
23 do know I read the newspaper online. I believe they opened
24 on November 13th of 2015.

25 Q. So about seven days prior to this?

1 A. Approximately. Basically, I mean, what I'm seeing
2 here is obviously simulated sex acts. And the clothing
3 violation does not meet the minimum of a two inch standard.

4 Q. Okay. Would it be fair to say that's an estimate
5 since we obviously can't measure the two inches?

6 A. Yeah. I would say it's an estimate.

7 Q. And what about this with regard to the Order caught
8 your attention?

9 A. It would be the simulated sex act and of course the
10 clothing violation, what it appeared to me not to be two
11 inches.

12 Q. Okay. I'll show what's been marked as PP5. Tell us
13 about this particular video?

14 A. Well, in this one, don't -- try not to be distracted
15 by what's going on in the center. But the stronger
16 violation is going to be over here on the far right. It's
17 -- here comes what would be employee or floor security or
18 someone that works for Platinum, obviously not a dancer, to
19 help make sure they're in compliance, it would be my
20 assumption, or at least the protection of the girls or
21 whatever it may be. But as you watch the dancer over here
22 on the far right, you'll notice that she's actually, you
23 know, instigating. See, she pulls the customer's hands,
24 allowing him to touch, more or less fondle, giving him open
25 rein. And it becomes much more evident as you watch it.

1 Now, of course, violations are occurring over here, but just
2 not as much that's being shown here.

3 Q. Tell us a little bit about the mirrors, the way this
4 room is set up. We see an individual at the top right
5 corner every now and then. Based on your being in that room
6 previously, is he able to get a view from the mirrors?

7 A. Oh, absolutely.

8 MR. GOLDSTEIN: If you would just swear the
9 Solicitor and let him testify it would go a lot faster.

10 THE COURT: If you're proposing that, I'd
11 certainly be glad to do it, Mr. Goldstein. If it's ---

12 MR. GOLDSTEIN: You might as well. He's just
13 leading the witness through the testimony.

14 THE COURT: If it's an objection to leading, I'll
15 certain sustain the objection.

16 MR. CULBREATH: My apologies, Your Honor. I'm
17 simply trying to move it along.

18 THE COURT: That's fine. Go ahead.

19 A. Here you can actually see she's bringing him up to let
20 him fondle the breasts. Obviously you can ... Now, the way
21 the room is set up with the mirrors, I mean, the floor
22 security, if that's what you want to call them, I don't know
23 his exact title so I'm paraphrasing it at best, he's in a
24 position in that room to provide the best visual point you
25 can be. And with the mirrors and the way it's set up, I

1 know the way the camera angle looks, it's hard to imagine,
2 but from that point you can see ninety percent of that room
3 without even walking around.

4 Q. All right, sir. And now I'll move to what's been
5 marked as PP9.

6 A. When I first started watching this video, I was
7 looking at just -- and there's a lot of footage I reviewed.
8 And I was expecting to see just, you know, a clothing
9 violation and again the simulated sex act. But this one is
10 probably a little bit more graphic than the others. And
11 I'll just let the video speak for itself. You'll see a lot
12 more touching, fondling between these two than even the one
13 we just got done watching. You'll also watch floor
14 security, he has a clear view now and he continues to walk
15 the area. There is no slow-down or possible violation seen
16 or unseen or identified.

17 Q. So that individual had passed -- was he working there?

18 A. Right. It's evidence and it's obvious that he works
19 for Platinum Plus in some capacity to -- as far as security.
20 And this, again, is the couch room.

21 MR. GOLDSTEIN: I ask that that be struck, Your
22 Honor. That's pure speculation.

23 THE COURT: Which part, Mr. Goldstein?

24 MR. GOLDSTEIN: He said I guess he works there.
25 He's walking ---

1 THE COURT: I sustain the objection.

2 MR. GOLDSTEIN: Sir?

3 THE COURT: I sustain the objection.

4 Q. Does he act like he works there?

5 MR. GOLDSTEIN: I object to that, too.

6 A. He didn't receive any dances.

7 Q. Do you recall what date this video was provided on?

8 A. This was also in November, I believe. Distribution,

9 like I said.

10 Q. Are those what we would consider pasties that she's

11 wearing on her breasts?

12 A. Yes. The camera kind of amplifies them. They don't

13 look quite that noticeable in ---

14 MR. GOLDSTEIN: Objection. Speculation. The

15 camera amplifies them. Come on.

16 THE COURT: I'll allow it to stand.

17 Q. I'll show what's been marked as PP10. And where is

18 this?

19 A. This is actually the same couple we saw that was

20 sitting here. It looks like they just moved up the couch a

21 little bit. As you can -- you saw a little bit from the

22 beginning, but it's a lot more, a lot more fondling,

23 touching, getting a lot closer in this one than even the

24 first one we watched. And as it progressed, you can kind of

25 see the customer, if you will, getting probably a little bit

1 closer to the girl than even she is comfortable with as far
2 as even attempting to kiss her or get more intimate with her
3 than just a dance. And as the customer becomes a little bit
4 more aggressive to the point of trying to kiss the dancer,
5 at that point the person that may or may not work for
6 Platinum Plus will actually come around and tap the customer
7 on the leg to basically tell him he's gone a little bit too
8 far, which indicates to me that he definitely had clear view
9 of the whole situation; it just started to get a little bit
10 more than even he will allow. And the confusing thing to me
11 is he didn't stop the representative or the dancer, he
12 stopped the customer.

13 Q. So he touched the customer there and not the dancer?

14 A. Correct.

15 Q. Based on your understanding of the Order, what does
16 this appear to be to you?

17 A. Obviously ---

18 MR. GOLDSTEIN: Objection. It calls for --
19 invades the province of the Court.

20 THE COURT: I understand. Overruled.

21 Q. You can answer?

22 A. I would say it's obviously a simulated sex act. Also
23 the touching and fondling in an erratic manner of the
24 entertainer. And in my opinion it's been observed.

25 Q. And sir, you had mentioned a couple of times apparel

1 or dress and a two inch requirement, thong requirement?

2 A. Yes.

3 Q. Did you make any observation on the video footage of

4 fairly clear violations?

5 A. Yes.

6 Q. Let me show you what's been marked as PP7. What is

7 that?

8 A. To me that is, in my perception, clearly not within

9 two inches of coverage in the sacrum. And that was

10 basically just above the tail bone as described in the

11 Order. Now, the violation is clear, in my perspective, from

12 the camera. And here comes a representative who would

13 obviously have a better view of the violation than myself

14 and pays no attention to it.

15 Q. Investigator, do there appear to be areas that are now

16 not covered by the cameras that were not contemplated when

17 you went through in October?

18 A. Pretty much. As you can at the end of that kind of

19 the cubicle raise at that last couch, you start to lose

20 view.

21 Q. Did you observe any efforts, in your opinion, of an

22 attempt to conceal the activities that were going on?

23 A. Absolutely.

24 Q. Let me show you what's been marked as PP14.

25 A. It's a touch thing to do is watch a black and white

1 with no audio and try to determine what the conversation is.

2 But it's clear that she's stopping the customer ---

3 MR. GOLDSTEIN: Objection, Your Honor. He's
4 getting ready to testify as to what he thinks somebody is
5 saying on a videotape. I object.

6 THE COURT: If he says that then I would sustain
7 the objection.

8 MR. GOLDSTEIN: Okay.

9 THE COURT: But I don't know any more than you
10 know what he was getting ready to say than you do, so ...

11 A. If we could go back a little bit, Andrew.

12 Q. I will.

13 A. What I want you to notice is how the dancer/entertain
14 is -- watch her hands as she points to the camera directly
15 that would be in our view and then watch what the customer
16 does, he looks directly at it. And then appreciating the
17 information, he pats her on the buttocks.

18 MR. GOLDSTEIN: Objection. He's testifying as to
19 ---

20 THE COURT: I sustain the objection as to what his
21 state of mind is.

22 MR. GOLDSTEIN: Right. Thank you, Your Honor.

23 Q. And then we see her down at the bottom corner
24 preparing for the dance?

25 A. Yes.

1 Q. Let's show what's been marked as PP15. Is that --
2 this appears to be an area that's not covered by the
3 cameras; would that be fair to say?

4 A. Yes.

5 Q. With regard to the champagne room, let me show you
6 what's been marked as PP16.

7 A. Here's what we were talking about earlier. The way
8 the camera is set up, it's pretty far away. It's hard to
9 see a whole lot in the champagne room. It's a little
10 different than the other cameras. But this section back
11 here is similar to this here. You just can't see it as
12 well. And they were going to try to fix or remedy that
13 problem.

14 Q. Did you ever review any video footage from the
15 Defendants that was different from this or that would show
16 that particular area?

17 A. No.

18 Q. All right, sir.

19 MR. CULBREATH: That's all the videos for this
20 particular witness.

21 Q. Investigator Smith, you've gone through, and I believe
22 in preparation had made copies or printouts of some of the
23 specific violations that you had observed.

24 MR. CULBREATH: Your Honor, if I could approach.

25 Q. This would be -- do you recognize this?

1 A. These are all photographs of the couch room of the
2 video clips we just saw.

3 Q. Okay. So these are still taken from the videos that
4 have been admitted into evidence?

5 A. Yes.

6 MR. CULBREATH: Your Honor, I'd like to mark this
7 as a composite Exhibit 2.

8 THE COURT: Mr. Goldstein?

9 MR. GOLDSTEIN: I have no objection.

10 THE COURT: All right. Thank you.

11 (WHEREUPON, Plaintiff Exhibit Number 2 was marked and
12 entered into evidence.)

13 Q. Investigator Smith, we had an opportunity to view some
14 of the video. And you understood the process where we would
15 request video and they would provide it?

16 A. Correct.

17 Q. Had you at any time participated in a request for a
18 video?

19 A. I did.

20 MR. CULBREATH: If I may approach.

21 Q. Can you tell the Court what that is?

22 A. This is a request for video footage from May 13th and
23 14th of 2016.

24 Q. That is the first page. And what is the second page?

25 A. It was -- it's the Affidavit for Service on Rick

1 Zurich, General Manager or Day Manager as he represented
2 himself to me that day, requesting that video footage.
3 Q. Okay. That would be May 16th?
4 A. Yes.
5 Q. All right. So what this is, you went out and
6 personally served Mr. Zurich with this document?
7 A. I did.
8 Q. Requesting video footage?
9 A. I did.
10 MR. CULBREATH: I'd like to move this as State's
11 3.
12 MR. GOLDSTEIN: No objection.
13 THE COURT: All right.
14 (WHEREUPON, Plaintiff Exhibit Number 3 was marked and
15 admitted into evidence.)
16 Q. To your knowledge, to date has Platinum Plus complied
17 with that request?
18 A. They have not.
19 MR. CULBREATH: Court's indulgence one moment,
20 Your Honor. Your Honor, that's all the questions we have
21 for this witness.
22 THE COURT: All right. Mr. Goldstein.
23 MR. GOLDSTEIN: May it please the Court?
24 CROSS EXAMINATION
25 BY MR. GOLDSTEIN:

1 Q. Officer Smith, what's your title with the department?
2 A. Criminal investigator.
3 Q. Criminal investigator?
4 A. Correct.
5 Q. How many times have you met with the Solicitor to get
6 ready for today?
7 A. My office is next to him, so I did not -- I don't have
8 a count. But it's periodically.
9 Q. But y'all went through a lot of videotape to cherry-
10 pick what you wanted to show the Judge; right?
11 A. Yes, we did. But there's ---
12 Q. A lot of videotape?
13 A. Lot of videotape.
14 Q. You didn't break in to get the videotape; my client
15 gave you the videotape?
16 A. Correct.
17 Q. You approved the cameras that went up in the club?
18 A. I viewed the ---
19 MR. CULBREATH: I'm going to object. I don't know
20 that we ever established he ---
21 THE COURT: All right. Hold on.
22 MR. CULBREATH: The objection is that he's never
23 asserted that he had the authority to approve the cameras.
24 He was simply there reviewing where they were located.
25 THE COURT: If you'll rephrase the question, Mr.

1 Goldstein.

2 Q. There are video cameras in this club. We just looked

3 at some grabs; right?

4 A. Correct.

5 Q. Okay. You went and inspected them before they went

6 into operation, before they opened; you told us that?

7 A. Yes.

8 Q. All right. You approved the locations?

9 MR. CULBREATH: Objection again, Your Honor.

10 THE COURT: He can answer yes or no.

11 A. No.

12 Q. You did not approve the locations?

13 A. No.

14 Q. Okay. But you just brought us a letter dated May 16th

15 that you testified you served on them on May 16th telling

16 them to turn over the video; right?

17 A. Correct.

18 Q. And you were there before they opened inspecting the

19 ---

20 A. Camera placement and what was going to ---

21 Q. Camera placement?

22 A. Correct.

23 Q. You didn't write him a letter saying, hey, I object to

24 camera placement and y'all need some more cameras in here.

25 You didn't do that, did you?

1 A. Do you want me to talk about a conversation we had
2 with the camera and the view of the camera?
3 Q. Did you write a letter? My question is ---
4 A. No, I did not.
5 Q. Okay. So you know how to write a letter?
6 A. Yes, I do.
7 Q. You've got the ability to do that?
8 A. Yes, I do.
9 Q. All right. So it's clear from your testimony you're
10 going -- how many hours of videotape did you go through?
11 A. They gave us a hard drive of -- there's -- I could not
12 measure in hours. Could not answer that question correctly.
13 Q. You went through every second of it?
14 A. That would be -- I fast forwarded through quite a bit
15 until I saw somebody in the camera light, then I'd stop and
16 pause ---
17 Q. Right.
18 A. --- watch that segment. If you're asking me how I
19 watched this big block of video, I didn't ---
20 Q. You worked hard at it. I mean, I'm paying you a
21 compliment.
22 A. I'm trying to make it as simple as possible. I did
23 not stare at an empty couch for an hour and a half. I would
24 fast forward until I saw what would be a body.
25 Q. Sure. Okay. And so what you've done is you picked

1 out sixteen selections that you want to show the Court;
2 correct?
3 A. Correct.
4 Q. All right. And in all of these, in every single one
5 of them, every dancer was wearing covering over the nipples
6 and a g-string or thong; correct?
7 A. Yes.
8 Q. And you don't know if it was two inches, three inches,
9 four inches, one and a half inches? You didn't get out and
10 measure it?
11 A. No, I did not.
12 Q. You didn't write a letter and say, I need to come by
13 there and inspect all the costumes. They don't look two
14 inches to me; right?
15 A. Correct.
16 Q. You laid in wait to set up a case ---
17 MR. CULBREATH: Objection, Your Honor. That's a
18 mischaracterization. He's becoming argumentative. If he's
19 got a point he's trying to make, if he could get to it.
20 THE COURT: Overruled. Go ahead, Mr. Goldstein.
21 Q. You cherry-picked evidence so you can come into this
22 courtroom to put the best face on the Solicitor's effort to
23 close down this club; isn't that a fair summary?
24 A. I wouldn't say cherry-picked. It was just picking out
25 the violations in which they violated the Consent Order.

1 Q. All right. How many clubs are there like this in
2 Greenville? There are two others; correct?

3 MR. CULBREATH: Objection, Your Honor. Relevance.

4 THE COURT: What's the relevance?

5 MR. GOLDSTEIN: The basis for his opinions about
6 violations.

7 THE COURT: I'll allow you to proffer it. But you
8 had objected during the direct that we're limited to the
9 Consent Order.

10 MR. GOLDSTEIN: Okay. Fair enough. Let's go to
11 ---

12 THE COURT: If you want to proffer it, you have
13 every right to do that, Mr. Goldstein.

14 MR. GOLDSTEIN: All right. Let's -- I'll withdraw
15 the question.

16 Q. Let's go to the Consent Order. You said you're
17 familiar with the Consent Order?

18 A. Yes.

19 Q. And the Consent Order was an agreement reached between
20 two parties in a civil court to settle a civil case; right?

21 A. I can't speak ---

22 MR. CULBREATH: Objection, Your Honor. That calls
23 for a legal conclusion. That one actually does.

24 THE COURT: If he has an opinion.

25 Q. So the Consent Order you just gave us so much

1 testimony about, you don't know what you were looking at?

2 A. Of course, I do.

3 Q. Well, what were you looking at?

4 A. I wasn't party of the negotiation of the Consent

5 Order. I was just given the Consent Order.

6 Q. You didn't arrest anybody; did you?

7 A. No, I did not.

8 Q. Do you have the powers of arrest?

9 A. I do.

10 Q. You could have gone in and arrested anybody on any of

11 these if you thought there had been a criminal violation;

12 correct?

13 A. The fact that I'm watching videotape of something that

14 has already occurred would make that impossible.

15 Q. Okay. So if you saw a videotape of a bank robbery,

16 you wouldn't go arrest the robber because the bank's already

17 been robbed; right?

18 MR. CULBREATH: Objection, Your Honor.

19 Argumentative.

20 THE COURT: Sustain the objection.

21 Q. Well, let's talk about the Order. The Order requires

22 that the Defendant refrain from ... You're not the

23 independent monitor; are you?

24 A. No.

25 Q. Okay. You work entirely for law enforcement?

1 A. Correct.

2 Q. Okay. So according to the Consent Agreement, my
3 client was to, at its own expense, ensure all such video
4 surveillance equipment is maintained in good working order
5 at all times and so forth; correct?

6 A. Yes.

7 Q. They did that? You're satisfied with that?

8 A. Yes.

9 Q. All right. That failure to self-report malfunctioning
10 equipment shall be deemed a violation. You're okay with
11 that?

12 A. Yes.

13 Q. They complied with that?

14 A. Yes.

15 Q. They installed the video, it works, you inspected it;
16 right?

17 A. Yes.

18 Q. All right. It shall maintain video footage captured
19 from the video surveillance equipment for a period of not
20 less than the prior thirty days. You're okay with that,
21 too; correct?

22 A. Yes.

23 Q. And they agree to furnish to the Solicitor and the
24 Greenville County -- it says SO. Is that the sheriff's ---

25 A. Sheriff's office.

1 Q. --- Sheriff's office at any time immediate and full
2 access. And they did that; correct?

3 A. Correct.

4 Q. Okay. So they complied with all of the terms of the
5 Order?

6 A. I would say ---

7 MR. CULBREATH: I'm going to object. That's a bit
8 of a broad statement considering some of the testimony and
9 video we've seen.

10 Q. I'm talking about just the maintaining ---

11 A. They complied ---

12 Q. I'm going to get to the prescribed activities in a
13 second. I'm just talking about, they set up the equipment,
14 they maintained it and they complied with the Order? The
15 video that we just ---

16 A. They complied to the articles that you mentioned.

17 Q. Yes.

18 A. But there was not supposed to be a point where the
19 customer and dancer could go out of view.

20 Q. Correct. And they were in view. You just took us
21 through it all.

22 A. Correct.

23 Q. You just testified under oath on direct examination;
24 right?

25 A. Correct.

1 Q. Okay. Now, according to the Order, a dancer is not
2 supposed to be with anything ---

3 THE COURT: Mr. Goldstein, can you refer to page
4 and paragraph, please, sir?

5 MR. GOLDSTEIN: Oh, sorry. Page 3 of the 2000 --
6 January 24th, 2002 Order of the Court, which was
7 incorporated into the 2015 Order.

8 THE COURT: Okay. So you're looking at the 2003
9 Order?

10 MR. GOLDSTEIN: 2000 -- it's clocked in with the
11 clerk of court's office on January 24, 2002 at four twenty-
12 seven p.m. It says, this is an action for declaratory
13 relief in which the Plaintiff seeks the declaration and
14 determination by this Court of the meaning of the terms
15 nudity and semi-nude. That Order was incorporated ---

16 THE COURT: Okay.

17 MR. GOLDSTEIN: --- by reference to your Order.

18 THE COURT: All right.

19 MR. GOLDSTEIN: So it contains within it the
20 definitions of nudity.

21 MR. CULBREATH: And Your Honor, if I can clarify.
22 It's referred to as the 2003 Order in your June 2015. It's
23 really the 2002 Order, but it's called the 2003 Order for
24 purposes of incorporation.

25 THE COURT: All right. Thank you, sir.

1 Q. And that Order requires that the dancers be covered
2 with a minimum covering of two inches; correct?
3 A. Yes.
4 Q. And you provided no evidence here today that they have
5 violated the terms of that Order other than your opinion?
6 A. Correct.
7 MR. CULBREATH: Objection, Your Honor.
8 THE COURT: Overruled.
9 Q. All right. The Order also provides that male or
10 female genitals are exposed with anything less than a
11 complete and opaque covering; correct?
12 A. Correct.
13 Q. All right. Well, now, you agree -- I mean, surely we
14 can have some common ground here. We didn't see any male
15 genitals anywhere; right? We're okay on that?
16 A. We are.
17 Q. Okay. Your testimony is being offered today as to
18 prove an alleged violation of the Order based on either a
19 failure to cover female breasts or failure to have a two
20 inch covering; correct?
21 A. Correct.
22 Q. Well, we just saw from the video that the breasts were
23 always covered. So are we okay on that one? Can we move
24 on?
25 A. Yes.

1 Q. All right. So we're really down to the g-strings.
2 That's what we're really about?
3 A. Okay.
4 Q. The Order also provides that my client shall not
5 permit any person to engage in specified sexual activities
6 as that term is defined in Greenville County Ordinance 2673,
7 while on the premises owned and operated by the Plaintiffs;
8 correct?
9 A. Correct.
10 Q. And you'll agree with me that you have no evidence to
11 offer this Court of any type of human sexual activity,
12 actual human -- there's no penetration; correct?
13 A. I agree.
14 Q. I'm not trying to embarrass you. But, you know, let's
15 just have an honest conversation.
16 A. Correct.
17 Q. There's no sexual intercourse in any of these videos;
18 correct?
19 A. I did not see any.
20 Q. All right. And the breasts remained properly covered
21 at all times according to the video; correct?
22 A. Correct.
23 Q. Okay. So what we're really down to when you distill
24 it all down to its essence is your testimony is being
25 offered to put my client in jail for six months and I guess

1 that's it -- I guess that's what this case is about --
2 because the dancer touched the patron too much. Is that a
3 fair summary of why we're here?
4 A. That is not a fair summary.
5 Q. All right. Well, we're okay on the breasts; right?
6 We got past that?
7 A. Yeah.
8 Q. We're okay on the thong, although you had an opinion
9 that one of the dancers in one of the videos, it may not
10 have been two inches in width?
11 A. I believe there was more than one example, but that is
12 the -- that was my argument; it's not two inches.
13 Q. It's not two inches; all right. And your entire
14 testimony -- basis for that testimony is the view of the
15 videos that you just showed us?
16 A. Correct.
17 Q. Nowhere in the video did you see any actual sexual
18 activity; correct?
19 A. The caressing and fondling of breasts and buttocks
20 would be up for determination.
21 Q. Okay. We're going to get there.
22 A. Okay. I'll wait.
23 Q. I'm just trying to get some common ground with you. I
24 think we're okay that there was no actual sexual activity.
25 Now, what I hear you saying is that there was simulated

1 sexual activity. That's your testimony; right?

2 A. There was simulated sexual activity.

3 Q. Okay. Now, I'm going to ask you two questions

4 following up on that. You said you couldn't estimate the

5 number of hours you spent viewing this video; correct?

6 A. No. I couldn't estimate how many hours of video that

7 was sent to us.

8 Q. I got you.

9 A. I can say I viewed them in a few hours, fast

10 forwarding through as fast as I could.

11 Q. Sure. And let's be fair. I mean, you're doing your

12 job; right?

13 A. Right.

14 Q. So what, ten hours?

15 A. That would be appropriate.

16 Q. Okay. Ten hours. Now, as a result of viewing all of

17 that for ten hours, did you suffer any untoward effect?

18 MR. CULBREATH: Objection, Your Honor.

19 THE COURT: What's the relevancy?

20 MR. GOLDSTEIN: Well, I'm just trying to determine

21 the witness's ability to give an opinion about simulated

22 sexual activity.

23 THE COURT: I think you're pretty close to the

24 edge, but he can answer.

25 Q. Okay.

1 A. Seven years of my career I was undercover narcotics.
2 There's not much I can see that would offend me.
3 Q. Okay. Fair enough. So second question. And it might
4 sound silly in the beginning, but let's see how silly it is.
5 You ever been to the ballet?
6 A. Yes.
7 MR. CULBREATH: Objection, Your Honor. Relevance.
8 THE COURT: Let me see where he's going.
9 MR. GOLDSTEIN: I'm going to tie it up.
10 Q. So you've been to the ballet?
11 A. I have.
12 Q. You can characterize that about ninety percent of any
13 ballet is simulated sexual touching; couldn't you?
14 A. I never had -- I never interpreted anything I saw at
15 any ballet ---
16 Q. Okay. Because they had more clothes on?
17 A. No. I guess I wasn't thinking that way.
18 Q. So you've never seen the principal dancer hoist the
19 ballerina in the air and ---
20 MR. CULBREATH: Objection. Argumentative. I
21 think he's gone far enough on this ---
22 THE COURT: Let's move on, Mr. Goldstein.
23 MR. GOLDSTEIN: All right.
24 Q. At any time in your capacity as a law enforcement
25 officer did you alert anyone at Platinum Plus that you were

1 observing matters that you thought were illegal under
2 Greenville County Ordinance 2673?

3 A. I did not.

4 Q. And again, you know, I hate to ask you this, but this
5 is a case about, quote, simulated sexual activity.

6 THE COURT: Ask the question, Mr. Goldstein.

7 Q. All right. You didn't see anybody exhibiting any sign
8 or any visual or any kind of evidence of any kind of sexual
9 climax or orgasm; did you?

10 A. Simulated or otherwise?

11 Q. Simulated or otherwise?

12 A. I don't know them that well.

13 Q. Okay. Thank you, Officer. No further questions.

14 THE COURT: Any other questions?

15 MR. CULBREATH: Very briefly, Your Honor.

16 **REDIRECT EXAMINATION**

17 **BY MR. CULBREATH:**

18 Q. Investigator Smith, in your review of the videos did
19 you observe any fondling or erratic touching of the breasts?

20 A. I did.

21 Q. Did you observe anyone engaging in simulated sex acts
22 which would include intercourse?

23 A. I did.

24 Q. Did you observe anyone engaged in simulated
25 masturbation?

1 A. I did.

2 Q. Did you see anybody that was falling outside the
3 definition of the state of nudity or otherwise considered to
4 be nude under the definition contained with any Order?

5 A. Yes.

6 Q. That's all I have.

7 THE COURT: All right. Thank you, sir. You can
8 step down. You can call your next witness.

9 MR. CULBREATH: Thank you, Your Honor.
10 We call Jorge Crumpton, Your Honor.

11 THE COURT: If you'll place your left hand on the
12 bible and raise your right hand for me. Do you swear to
13 tell the truth, whole truth and nothing but the truth?

14 THE WITNESS: I do.

15 THE COURT: Thank you. If you'll come around and
16 have a seat, please. Now, if you'll state your full name.

17 THE WITNESS: Jorge Crumpton.

18 THE COURT: All right. Your witness.

19 MR. GOLDSTEIN: Judge, we couldn't hear him. We
20 just couldn't hear him. He's got a very soft voice.

21 THE COURT: All right. If you'll repeat your
22 name, please, sir.

23 THE WITNESS: Jorge Crumpton.

24 THE COURT: You got that, Mr. Goldstein?

25 MR. GOLDSTEIN: Something close to it.

1 Phonetically, I guess.

2 THE COURT: All right.

3 JORGE CRUMPTON,

4 HAVING BEEN FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

5 DIRECT EXAMINATION

6 BY MR. CULBREATH:

7 Q. Officer Crumpton, good morning.

8 A. Good morning.

9 Q. Could you tell the Court where you're currently
10 employed full time?

11 A. I work for the Simpsonville Police Department.

12 Q. All right. And how long have you been there?

13 A. Six years.

14 Q. All right. And in what capacity do you serve there?

15 A. I work as an undercover narcotics investigator.

16 Q. And as part of your role as an undercover narcotics
17 and vice officer, does that include investigating
18 prostitution, that type issue?

19 A. Yes, it does.

20 Q. Okay. All right. And at some point over the last six
21 months were you contacted by my office for purposes of
22 servicing as what we call an independent monitor?

23 A. I was.

24 Q. And tell us a little bit about that process. And
25 describe whether you were alone or you had a partner and how

1 you became prepared to serve in that capacity?

2 A. We met with Andrew Culbreath, yourself. We reviewed

3 some of the November 2015 segments which were provided by

4 Platinum Plus to orientate ourselves with the location and

5 also the procedures. We talked about approximately the cost

6 of the champagne room, as well as the couch room. And we

7 also discussed me working in tandem with another monitor,

8 independent monitor.

9 Q. Okay. And so did you say you had an opportunity to

10 review video of the inside of Platinum Plus?

11 A. I did.

12 Q. And did you ultimately serve as an independent monitor

13 in this case?

14 A. I did.

15 Q. All right. On how many occasions did you go to

16 Platinum Plus?

17 A. We went on three different occasions.

18 Q. Okay. And do you recall the dates that you went?

19 A. I believe it was March 25th, April 5th and April 7th.

20 Q. Okay. And at times when you went, would you be there

21 until after midnight so it could be considered April 5th and

22 6th and April 7th and 8th?

23 A. Yes, sir.

24 Q. Okay.

25 THE COURT: What year, please, sir?

1 THE WITNESS: 2016.

2 THE COURT: Thank you.

3 Q. And in servicing in this capacity, is this what they
4 would call a side job?

5 A. Yes, sir. It is.

6 Q. Okay. So you were not servicing as a Simpsonville
7 police officer?

8 A. Correct.

9 Q. But you're a credentialed law enforcement officer,
10 credentialed by SLED in South Carolina; is that correct?

11 A. I am. I'm certified through the South Carolina
12 Criminal Justice Academy as a Class I Officer.

13 Q. Who paid for your services here?

14 A. The Solicitor's office. But from my understanding,
15 that's money that was set aside that was paid by Platinum
16 for this independent monitor.

17 Q. Okay. Per the Consent Order?

18 A. Yes.

19 Q. Okay. All right. And is it your understanding that
20 your -- the three visits that you and the other independent
21 monitor went to Platinum Plus, that your interactions or at
22 least part of them were recorded by videotape?

23 A. Yes, sir.

24 Q. All right. Have you subsequently had a chance to
25 review videotape from Platinum Plus that involves your

1 encounters there?

2 A. I have.

3 Q. Okay.

4 MR. CULBREATH: If I may approach, Your Honor?

5 THE COURT: Yes, sir.

6 Q. I'm handing you a disk. Could you tell us what that

7 is?

8 A. This is video segments of our visits, myself and

9 independent monitor two visits to the club, to Platinum

10 Plus.

11 Q. Okay. Have you had a chance to review all of the

12 videos clips on that disk?

13 A. I have, sir.

14 Q. All right. Now, do they accurately portray what you

15 recall occurred at Platinum Plus?

16 A. They do.

17 Q. Okay. And obviously they're not a full copy of your

18 start to finish, but just simply segments; correct?

19 A. Correct.

20 Q. All right.

21 MR. CULBREATH: I'd like to move this in as

22 State's 4.

23 THE COURT: All right.

24 MR. GOLDSTEIN: We're going to object, Your Honor.

25 We object to that evidence and to this witness. This is --

1 apparently this is the redacted independent monitor whose
2 name was withheld from us. And that evidence was withheld
3 from us, as well. We've not seen that evidence. It hasn't
4 been provided to us. The only evidence presented was the
5 disk that contains this information.

6 THE COURT: Mr. Culbreath, has the disk or the
7 video been provided?

8 MR. CULBREATH: It has, sir. It's marked as
9 Exhibit D to the Petition. These are a combination of
10 videos specific to his visit and the other independent
11 monitor. If you'll look in the Petition, all 19 video clips
12 are there. These are simply stored differently to capture
13 only his interactions.

14 THE COURT: All right. Subject to that
15 representation, I'll overrule the objection.

16 MR. CULBREATH: Thank you, Your Honor.

17 (WHEREUPON, Plaintiff Exhibit Number 4 was marked and
18 admitted into evidence.)

19 Q. All right. Officer Crumpton, if you could, take us in
20 a chronological sequence through your visits. And let's
21 start with March 25th.

22 A. March 25th we entered into Platinum. We paid -- I
23 paid the cover fees since they had a cover charge.

24 Q. Was it a private club or is it a public club?

25 A. It's a public club.

1 Q. You just paid the money?

2 A. We just paid the money; walked in.

3 Q. Okay. Go ahead.

4 A. When we walked into the club, myself and the second

5 monitor. We got two beers from the beer stand. We went and

6 took a seat in the main room of the club, at which time we

7 were approached by a female by the name of Navia. We spoke

8 with her for a few minutes. She asked us if we would like

9 to go into the couch room. Upon going into the couch room

10 -- she took us into the couch room. She took us to the back

11 wall, which from video segments I had seen would be out of

12 the camera view.

13 Q. And you're referring to the earlier video where they

14 appeared to be concealing themselves?

15 A. Correct.

16 Q. Okay.

17 A. We asked if we could be seated in -- there's a center

18 area for the couch room -- if we could be ---

19 Q. Why did you do that?

20 A. Because we knew that would be in view of the camera.

21 Q. Okay.

22 A. At that point, Navia, she was wearing a black halter

23 top and a red mini skirt. She took that off prior to the

24 dance, which she had pasties covering her nipples and she

25 was wearing a red g-string thong.

1 Q. All right. So when you say covering the nipples, was
2 it covering the entire areola?
3 A. It was.
4 Q. Okay. How about the thong, was that two inches at the
5 sacrum?
6 A. No. It was a thin string.
7 Q. Okay.
8 A. From the sides and the back.
9 Q. Okay. Go ahead.
10 A. At that point she sat down on my lap and began
11 grinding her buttocks against my crotch area, at which point
12 she stood up ---
13 Q. Describe that for the Court?
14 A. That's basically when you put -- when the dancer would
15 put their buttocks on my lap, crotch area and begin grinding
16 back and forth or rocking back and forth, I guess you would
17 call it.
18 Q. Would that be simulating a sex act?
19 A. It would.
20 Q. Okay.
21 A. She then stood up. She pulled down her thong halfway
22 under her back side, which was about center with her
23 buttocks. She sat back down and began doing the same thing
24 again, the grinding, at which point she stopped and she laid
25 across my lap. She put her legs up in the air. She began

1 to pat and rub her vaginal area to simulate masturbation.
2 She then got up, crawled onto my lap and she again began to
3 bounce and grind. She stuck her breasts in my face, rubbed
4 it, basically rubbed her breasts against my face.
5 Q. Would she be fondling her breasts?
6 A. Yes.
7 Q. Okay.
8 A. At that point the dance went on for a couple more
9 minutes and -- it was thirty dollars per song. We were in
10 there for two songs. So we paid her the sixty dollars. And
11 we walked back out into the main room.
12 Q. Okay. And were you provided funds from my office to
13 cover the costs of going in?
14 A. Yes, sir.
15 Q. All right. Did that end the night or did you have any
16 other interaction?
17 A. We went back out onto the main floor. We sat there
18 for a few minutes. We noticed -- excuse me. We noticed
19 that another dancer, her name was Chloe, what she was
20 wearing was a pink thong. It was I would say approximately
21 one inch. She did have tape across her nipples, but her
22 areola was not covered. Just with pieces of tape. It was
23 almost like electrical tape. We spoke with her for a few
24 minutes. She agreed to take us up to the champagne room.
25 Q. All right. So if you'll describe for us the champagne

1 room and how that transaction occurs and what's required to
2 get up to the champagne room?

3 A. Okay. When you walk up, you walk up through like a
4 VIP section that's open. It's like on a second tier almost.
5 And then you walk into another enclosed room. Once you walk
6 into -- that is what's considered your champagne room.
7 There is seating that lines the lefthand side wall and it
8 goes almost into an L shape. All that's on the lefthand
9 side and then comes across. To the right is a bar area.
10 Once you go in there with the dancer, you are approached by
11 the hostesses. At this time there were two hostesses. One
12 was Megan and one was Bree. We were approached by Megan who
13 advised us that the cheapest bottle of champagne would be
14 two ninety-five.

15 Q. Is that two hundred and ninety-five?

16 A. Yes. That's what she told us. And in addition to
17 that, we would have to work out an agreement with the dancer
18 of what their cost was. They set their own cost. It could
19 be anywhere from, from what they were saying, from a hundred
20 fifty all the way up to like four hundred dollars, is what
21 we were told.

22 Q. Could you go up into the room but not buy a bottle of
23 champagne?

24 A. You have to get the champagne whether you drink it or
25 not. That is up to you. But you do get the bottle of

1 champagne.

2 Q. Okay. And then you have to negotiate a separate price

3 with the dancer?

4 A. Correct. At that time we paid the two ninety-five.

5 We had agreed on a price with Chloe for three hundred and

6 fifty. And that would be for an hour in that room. We then

7 were approached by the second hostess, Bree, who stated that

8 Megan was wrong on her price and the cheapest was two

9 ninety-five, but tax was included which would be three

10 hundred and fifty-three dollars. So we paid the difference

11 on that to Bree and that is when the dance began.

12 Q. All right. Do you know -- have any idea how much the

13 champagne, the type that you bought, actually cost?

14 A. I looked it up online. It ran between forty and sixty

15 dollars. I found it online.

16 Q. Okay. All right. So the dance is with Chloe;

17 correct?

18 A. Correct.

19 Q. Megan, whom you referred to as the champagne hostess?

20 A. Yes.

21 Q. Did she appear to be an employee there?

22 A. She was. She stated she was.

23 Q. Did she assist in handling of the money?

24 A. Correct.

25 Q. Did she help count it out?

1 A. Correct.

2 Q. All right. Go ahead.

3 A. Chloe then began her dance. After the money was set,
4 the champagne was brought to us, Chloe started her dance.
5 She crawled on top of me, at which point she started
6 grinding, bouncing up and down simulating sexual
7 intercourse. Chloe then basically pushed her breasts in my
8 face while she was doing the bouncing up and down, grinding
9 back and forth. She got up, she turned around, she did the
10 same thing backwards, same thing simulating sexual
11 intercourse with me. This went on for, like I said, several
12 minutes. We took several breaks in between because it was
13 hot. And she continued doing the same thing over and over.
14 At one point in time, she did pick up fruit that was, you
15 know, supplied to us by the champagne room. She took that,
16 put it on my stomach, at which point she licked it off.
17 That was pretty much the extent of that dance.

18 Q. So was there a fair amount of touching?

19 A. There was.

20 Q. And this Megan that you indicated, the champagne
21 hostess, was she positioned at a location where she could
22 observe what was going on in that booth?

23 A. Yes. Yes, sir. Megan and Bree, there were two up
24 there at that time. Both of them could see.

25 Q. Okay. And did they come by to check on you every now

1 and then?

2 A. Yes.

3 Q. And would this be during the course of the dance that

4 she was providing you?

5 A. Correct.

6 Q. All right. And once that dance was finished, what did

7 you do then? Did that end the night?

8 A. That ended the evening. We went back downstairs. I

9 think we sat for maybe ten minutes and we left the club.

10 That was the end of the evening for us.

11 Q. Okay. How about your next visit on April 5th?

12 A. The next visit, same thing. We went into -- of

13 course, we paid the fee to get in the door. We went in. Of

14 course, we ordered, I think two beers. We sat down in the

15 main room again. And that's when we noticed another female

16 dancer by the name of Mia. She was with another group of

17 individuals. So we waited for her to finish and we

18 approached her. We talked for a few minutes with her. We

19 told her that we were interested in going upstairs with two

20 females. She went and got another dancer whose name was

21 Nicole. And we sat -- like I said, we sat and we talked.

22 When Nicole came over, we sat and we talked for a few

23 minutes. And then as we started going upstairs, Mia stated

24 to me, let's go upstairs and get the party started.

25 MR. GOLDSTEIN: Object to hearsay.

1 THE COURT: Sustain the objection.

2 Q. Go ahead.

3 A. She stated to me when we were getting ---

4 MR. GOLDSTEIN: Objection to hearsay.

5 MR. CULBREATH: No, no, don't make a statement.

6 Just continue. I'm sorry.

7 THE WITNESS: Oh, I'm sorry. I'm sorry. I

8 apologize.

9 A. Continue?

10 Q. I'm sorry. Go ahead.

11 A. Okay. We walked up into the champagne room again. At

12 that time it was just Bree upstairs who was the champagne

13 hostess. She was the only one up there. At that time she

14 stated to sit pretty much wherever we wanted to in that

15 room. We picked a booth that we believed was in view of the

16 camera.

17 Q. Was that different from the first night you went?

18 A. Yes.

19 Q. How so?

20 A. The first night we were basically directed towards the

21 back booth when we walked in, but there were actually two

22 people. There was -- actually Navia and another gentlemen

23 were in the back booth corner and then there was another

24 gentleman and another dancer in the other booth. Both were

25 in the back corners. So once we picked a booth, we went in

1 there. Of course we paid the three fifty -- I think it was
2 three fifty-three, and we negotiated prices with the two
3 dancers. It was three hundred and fifty apiece, for both of
4 them.

5 Q. Is that because they don't get any cut of the
6 champagne money ---

7 MR. GOLDSTEIN: Objection.

8 Q. --- and they have to negotiate their own?

9 MR. GOLDSTEIN: Calls for speculation.

10 Q. Did they tell you?

11 THE COURT: Only to the extent he knows.

12 THE WITNESS: They explained it to us, Your Honor.

13 THE COURT: All right. Go ahead.

14 MR. GOLDSTEIN: I'm going to object on the ground
15 of hearsay.

16 THE COURT: Overruled.

17 Q. Go ahead.

18 A. They were telling us they did not get a cut from the
19 champagne room. They did get some of the money, but it was
20 not -- it was like a hundred dollars of it. The rest stayed
21 with the champagne room. I don't know where the money goes
22 from the champagne room, but they did get a cut of the
23 dance. It was only like a hundred and something dollars. I
24 can't remember the exact amount. And then they explained to
25 us as far as the dancers, what they had to pay, like they

1 pay the DJ and they pay a floor fee. It was a long process
2 of what they had to pay.

3 Q. Tell us, what were Mia and Nicole wearing?

4 A. At that time Mia had on a white half shirt and she had
5 on red -- it was a wide thong. It was over two inches that
6 covered the back and the sides. Basically her buttocks was
7 exposed. Nicole had on a flower print bra and a g-string
8 thong. G-string; yes.

9 Q. And g-string, do you mean would it be less than two
10 inches?

11 A. Yes. It was just a string; sides and the back.

12 Q. Okay. All right.

13 A. Mia said she had to go to the -- she had to go freshen
14 up and she said our hour would start when she returned. So
15 she left for a few minutes. We were there with Nicole.
16 Carried on a general conversation for a minute. Mia
17 returned back. At that point she took off the white top
18 that she was wearing. She did have pasties on that covered
19 the entire nipple and the areola. Nicole took off her bra
20 at that point, which she just had tape over her nipples.
21 Also, that did cover the areola at that time. Mia told
22 Nicole to lay down on the couch, at which time they started
23 to kiss and rub on each other, fondling of the breasts.
24 That went on for a couple of minutes. Mia stood up, she
25 took off her pasties, exposing her nipples -- exposing

1 basically her whole breast area, nipples and areola. Nicole
2 followed suit, taking off the tape that she had on, as well.
3 Mia told Nicole to lay back down on the couch, at which
4 point they again started kissing. She was sucking on
5 Nicole's breasts, rubbing the vaginal area. Then at that
6 point Mia climbed on top of Nicole and they both began
7 rubbing their vaginal areas together, simulating sexual
8 intercourse, as well as masturbation. At one point Nicole
9 yelled out, I'm going to come. This went on for several
10 minutes like that. Then at that point we -- the dancers
11 started to get up. They started to dance on us. Mia laid
12 across my lap, at which point Nicole was basically kissing
13 around her vagina area, rubbing it, simulating oral sex. At
14 one point Mia lifted up the front of her thong which exposed
15 to me her vagina.

16 Q. Bare vagina?

17 A. Correct. Like I said, that behavior continued, the
18 kissing, the touching of the breasts. That went on for
19 several minutes. We were then -- Mia then got onto to the
20 couch in a kneeling position kind of leaning over the back
21 of it. She told Nicole to spank her, which Nicole did spank
22 her. They took turns. Nicole then took the same position.
23 She was spanked by Mia. At that point they ended up back on
24 the floor again. They told us to move. They got onto the
25 floor, at which time the same thing, the kissing, the

1 fondling, the rubbing of the vaginal area. That continued.

2 Q. All right. Now, you said Bree was your champagne
3 hostess?

4 A. Correct.

5 Q. Where was she during all this?

6 A. She was at the bar area, which you can see from where
7 we were at.

8 Q. Okay. Did she come over periodically?

9 A. She came over to check if drinks were full, if we
10 needed anything, that kind of thing.

11 Q. All right. And so at some point, based on your
12 testimony, they were both -- they had both taken off their
13 pasties and were bare breasted?

14 A. Correct.

15 Q. All right. Did that change?

16 A. It did. Bree approached us towards the middle, I
17 guess, three-fourths of the way through, she approached the
18 dancers and said, hey, you need to cover up. You need to
19 put your pasties back on. Bree went as far as to cut pieces
20 of tape which Nicole put on. Mia didn't. She basically
21 refused to put them back on. So Bree did try to assist.
22 Like I said, Nicole stayed with the tape on for the
23 remainder. Mia did not. She still stayed exposed.

24 Q. And would Bree continue to come over and check even
25 after this occurred?

1 A. No. Once she confronted them that one time and she
2 put -- cut the tape and got them -- thought she had them
3 situated, my only, you know, ---
4 Q. She didn't come back?
5 A. Correct.
6 Q. Okay. At some point did Mia leave you there with
7 Nicole and the other monitor?
8 A. Yes. After we were close to the end of the dance, Mia
9 went over to the bar area. The other monitor got up to use
10 the restroom. It was just me and Nicole there at that time.
11 Nicole proceeded to rub her hands up my inner thighs. She
12 climbed on top of me. She began bouncing up and down,
13 grinding her vaginal area against my crotch. She started
14 kissing my neck and my ear. After she did that, she turned
15 around, still sitting on my lap, placing her hands on the
16 floor and began grinding and rubbing against me, at which
17 point she said, this is how I do it when I have sex.
18 Q. So that would be her simulating sex?
19 A. Correct. At that point Mia came back over. The other
20 monitor came back over and a conversation occurred where we
21 talked about doing a private dance outside the club. We
22 were in an undercover capacity, so we wanted to try to find
23 out who these people were, get telephone numbers, as well.
24 Q. Did you do that?
25 A. Yes, sir, we did. They agreed to that and we

1 exchanged numbers at that point.

2 Q. Okay. Did that basically end the night after that?

3 A. That ended the night.

4 Q. Okay. And you mentioned one last time, April 7th?

5 A. Yes, sir.

6 Q. Okay. If you can take us through that?

7 A. Yes. We went -- again, we paid the -- excuse me. We

8 went in. I actually had gotten a free admission from the

9 hostess the prior time we went. I used that to get in the

10 club. Of course, the independent monitor number two did

11 have to pay. We entered the club. Again, we got two

12 drinks. We went and sat on the main floor. A few minutes

13 went by. We were approached by a dancer. She went by

14 Tasty. We later found out from conversation with her on the

15 floor that her name was Cheryl. Again, we talked to her a

16 little bit, you know, about ourselves as far as our made-up

17 stories of ourselves.

18 Q. Had you developed a cover story?

19 A. Correct.

20 Q. Okay.

21 A. That's when we found out, like I said, her real name

22 was Cheryl. We told her kind of what we wanted as far as,

23 you know, two females. So Cheryl ended up finishing her

24 rounds, because she had to dance in the cages that are set

25 in the main floor. You have a main stage and then you have

1 two cages, one on the left and one on the right. She had to
2 finish her round, I guess she called it, where she went and
3 danced in the cages. Once she finished that she came back
4 to our table. She went and got the second dancer whose name
5 was Delrae. They agreed to take us up to the champagne
6 room. At that time Cheryl was wearing her pasties -- I
7 mean, excuse me, tape that covered her nipple area and the
8 areola, covered it completely. Delrae, same thing, pasties
9 -- not pasties, but tape were covering the nipple and the
10 areola. Delrae had on a yellow thong which was just about
11 an inch on the sides and the back. Cheryl had on a g-
12 string, just a string.

13 Q. Just a string?

14 A. Correct. They began by dancing on each other, kissing
15 and rubbing each other's breasts, bouncing up and down on
16 each other's crotch area. At one point Delrae bent over,
17 Cheryl got behind her at which point she started thrusting
18 her pelvic area into the back of Delrae, simulating a sex
19 act. They both took turns doing that. Cheryl then climbed
20 on top of me, at which point, again, she ran her lips across
21 my neck. She then slid down the front of me and put her
22 face down into my crotch area, simulating oral sex with me.
23 This continued on for a little while. The same acts, the
24 grinding, the bouncing up and down, simulating those sex
25 acts. And that was pretty much the end of the night. Once

1 we finished, we left -- went downstairs and left.

2 Q. Okay. And after each one of these instances where you

3 had gone into the club, did you generate a report that was

4 subsequently -- well, let me ask you, did you generate a

5 report?

6 A. Yes, sir.

7 Q. Okay. And is that required under the Court Order?

8 A. It is. We forwarded it to yourself or the Solicitor's

9 office after each visit.

10 Q. Okay.

11 MR. CULBREATH: And if I can, I'd like to

12 approach.

13 Q. Do you recognize that document?

14 A. Yes, sir. This is my Affidavit.

15 Q. Okay. And has that been sworn to -- signed and sworn

16 to by you?

17 A. Yes, sir. It has.

18 Q. And was that used as part of the filing for the

19 Petition for this action?

20 A. It was.

21 Q. Okay.

22 MR. CULBREATH: I'd like to put this in as State's

23 5.

24 MR. GOLDSTEIN: Objection. Self-serving

25 Affidavit. He just testified to everything that's in there.

1 THE COURT: What Affidavit is not self-serving?

2 MR. GOLDSTEIN: Every Affidavit in the world is

3 self-serving. But the Rules of Evidence don't permit you to

4 introduce Affidavits to supplement or bolster live

5 testimony.

6 THE COURT: Mr. Culbreath?

7 MR. CULBREATH: Well, by Mr. Goldstein's argument

8 earlier, it's not to bolster, but it's a requirement. One,

9 it's already been met. But two, if he'd like a clean copy,

10 I'd be glad to give him Exhibit 5.

11 THE COURT: Go ahead.

12 (WHEREUPON, Plaintiff Exhibit Number 5 was marked and

13 admitted into evidence.)

14 Q. You've indicated, Officer, that this was recorded --

15 your visits were recorded?

16 A. Yes, sir.

17 Q. Okay. And we have that videotape. If I may, if we

18 can dim the lights. And you have the pointer, Officer?

19 A. Yes, sir.

20 THE COURT: Mr. Culbreath, how long are these

21 videos?

22 MR. CULBREATH: Sir, there will be three. The

23 first two are about six minutes each and then the next one

24 is probably four.

25 THE COURT: All right.

1 MR. GOLDSTEIN: Your Honor, just for the record, I
2 previously objected to these on the ground that we didn't
3 receive them prior till today. And you've already ruled.
4 I'm just renewing my ---

5 THE COURT: I understand. Mr. Culbreath, I
6 understand these are part of the videos that were produced
7 some weeks back?

8 MR. CULBREATH: Yes, sir. They were provided to
9 Mr. Hiller and Ms. Metcalf.

10 THE COURT: All right. Thank you.

11 Q. Officer, if you can, we'll play these, if you can
12 explain a little bit and try to orient us, because the
13 camera angle is somewhat difficult.

14 A. Yes, sir.

15 Q. And I'm going to play for you what's been marked as
16 PP18.

17 A. This is the champagne room. This is the champagne
18 room. Over here is -- this is me and Nicole. That's Bree
19 that just walked by. At this point, what they were just
20 doing was rubbing and kissing on each other as far as
21 fondling of breasts. There was some rubbing of the vaginal
22 area. As you can see, it's still continuing.

23 Q. And who were the dancers, the girls there?

24 A. That is Mia and Nicole.

25 Q. So that would be April 5th?

1 A. Yes, sir. Sir, do you mind if I stand up where I can
2 see this a little bit better?

3 MR. CULBREATH: Your Honor, would you mind if he
4 could stand up to see the view?

5 THE COURT: I'm fine with that.

6 THE WITNESS: Where I can do the pointer a little
7 bit better. Thank you, sir.

8 THE COURT: If you'll just make sure my court
9 reporter can pick up.

10 THE WITNESS: Yes, sir.

11 Q. Are you moving now?

12 A. Yes. This is where they had asked us to move so we
13 can get a better view.

14 Q. And who's standing there next to the booth?

15 A. That is Bree. At this time that's Mia laying down.
16 You're going to see her legs go up in the air, which they
17 just did. At this point, this is Nicole. She is simulating
18 oral sex, kissing around the vaginal area.

19 Q. Are they at this point bare breasted?

20 A. Yes, sir. I would say it was only maybe a minute or
21 two into the dance where those -- they exposed the nipples.
22 There Bree putting the legs up in the -- not Bree -- Mia
23 putting the legs up in the air again. This is Nicole going
24 back to simulating oral sex on her. And this behavior
25 continues. This is the sucking of the nipples and the same

1 acts right here. This is where -- I'm trying to -- this is
2 the grinding on each other at this point. Bouncing up and
3 down. Again, fondling of the breasts, kissing. This is
4 what's taking place. Again, that's Bree. Now Nicole and
5 Mia have switched. Mia is on top. Same thing continues.

6 Q. Did it become somewhat repetitive in what they're
7 doing on the floor during the course of the hour?

8 A. Yes, they did. This is some of the grinding, at which
9 point Nicole stated that she was about to come. This is the
10 grinding back and forth on each other.

11 Q. Does this continue on for ---

12 A. Correct. It continues on, the same behavior, grinding
13 up and down, bouncing on each other, the vaginal areas
14 rubbing together simulating sex acts, as well as
15 masturbation.

16 Q. All right.

17 A. That continues.

18 Q. That was PP18. Let me show you very briefly PP17.

19 THE COURT: Mr. Culbreath, are the other videos
20 repetitive and cumulative?

21 MR. CULBREATH: This one is very similar to the
22 one we just saw. And then the next clip is a different
23 angle.

24 THE COURT: All right.

25 MR. CULBREATH: It's in the record, so I won't

1 play the entire video.

2 THE COURT: If Mr. Goldstein is asking that the
3 entire video be played, he certainly has that right. But if
4 it's repetitive and cumulative, I don't see a need for it.

5 MR. GOLDSTEIN: It's absolutely cumulative.
6 There's no question about it.

7 THE COURT: So are you asking that it ---

8 MR. GOLDSTEIN: I'm asking that -- the entire disk
9 has been admitted without objection and I'm asking that it
10 not be played in its entirety from repetitiveness and
11 cumulativeness.

12 THE COURT: All right. So Solicitor, if there's
13 something new or non-repetitive, I'll certainly allow you to
14 show that, but otherwise, I think the record is made for
15 you.

16 MR. CULBREATH: All right, sir.

17 THE COURT: So is there something on one of the
18 other videos you've referenced ---

19 MR. CULBREATH: There's another with the video
20 with just a different angle that'll take just a couple of
21 minutes.

22 Q. This will be PP12 and this is back on the March 25th
23 visit. Tell us what we're seeing here?

24 A. This is -- we are in the couch room. That is Navia
25 here. That is where the dance started and she's grinding

1 and back and forth on my crotch area. That continued for
2 just a couple of minutes. Originally this is where she
3 tried to seat us, which is out of view of the camera. There
4 she is with her thong. She pulled it down.

5 Q. Who is seated next to you?

6 A. That is the other independent monitor number two.

7 Q. Is that a female?

8 A. Correct. At this point she's grinding up and down on
9 me, her vaginal area against me. Bouncing up and down.

10 Q. And does this continue on throughout the rest of this
11 particular video?

12 A. Yes. Once she puts her breast in my face, rubs it
13 inside of my face. She bounces up and down, up and down.
14 She does, at one point in this video, I believe you can see
15 it where she lays across my lap. And as I stated, she
16 spread her legs. She begins slapping and rubbing her
17 vagina, simulating masturbation. That is in the video. You
18 should see it. He is, I would assume, the floor person or
19 employee that walked around. That was about the extent of
20 what he did.

21 Q. Did he come by more than once?

22 A. I believe I only saw him this one time in the video.
23 If I remember correctly, that night I only saw him that one
24 time. Because he stood over here in the corner of the door.

25 Q. Could you see him from the reflection on the mirror?

1 A. I could.

2 Q. So he could see you?

3 A. Yes. And again, this is the whole grinding up and
4 down, bouncing back and forth, simulating a sex act.

5 MR. CULBREATH: Your Honor, we can stop the video
6 at this point.

7 THE COURT: Mr. Goldstein, are you agreeable to
8 that?

9 MR. GOLDSTEIN: Yes, sir.

10 THE COURT: All right. Thank you.

11 MR. CULBREATH: Just one moment, please.

12 THE COURT: Yes, sir.

13 MR. CULBREATH: That's all the questions I have
14 for this witness.

15 Thank you, Officer.

16 THE COURT: All right. Your witness.

17 MR. GOLDSTEIN: Thank you, Your Honor. May it
18 please the Court?

19 THE COURT: Subject, of course, to your ongoing
20 objection.

21 MR. GOLDSTEIN: Subject to my ongoing objection.
22 Thank you, Your Honor.

23 **CROSS EXAMINATION**

24 **BY MR. GOLDSTEIN:**

25 Q. According to your testimony, it looks like y'all spent

1 -- it was you and another lady; correct?

2 A. Yes.

3 Q. You work for the Simpsonville Police, but you agreed

4 to act as the monitor in this case?

5 A. Correct.

6 Q. And the other monitor, is she a friend of yours?

7 A. She is -- actually works with me. She is an

8 undercover investigator with me.

9 Q. Okay. And so the two of y'all would go together?

10 A. Correct.

11 Q. All right. And it looks like, if my math is correct,

12 on y'all's three visits y'all spent two thousand nine

13 hundred and twenty two dollars. Does that sound about

14 right?

15 A. Yes.

16 Q. Okay. Now, as the monitor, were you aware of what

17 your duties were?

18 A. Yes, sir.

19 Q. Now, the two girls that you were just testifying about

20 that did the champagne room ---

21 A. Uh-huh (Affirmative). Yes, sir.

22 Q. Are you aware that they have both been terminated?

23 A. I believe I was told that.

24 Q. Okay. So your job as a monitor worked; right?

25 A. Yes, sir.

1 Q. All right. Because the monitor, according to the
2 Order, tell me if you agree this is your understanding of
3 what you were supposed to do, it says the monitor will visit
4 the subject property no more than twenty hours per month.
5 Do you agree with that?
6 A. Correct.
7 Q. Okay. No later than two weeks after each visit, the
8 monitor will provide the Solicitor with a report detailing
9 the days and times of his or her visit, a description of the
10 areas he or she visited while on the subject property, and
11 instances of non-compliance with this Consent Order, if any;
12 correct?
13 A. Correct.
14 Q. All right. So you went in, you observed the non-
15 compliance, you report to the Solicitor?
16 A. Correct.
17 Q. All right. And you did that?
18 A. Yes, sir.
19 Q. And then, according to the Order, if there are any
20 instances of non-compliance, and you just identified some
21 for us; right?
22 A. Yes, sir.
23 Q. Okay. Then the Solicitor shall forward such reports
24 to EI. Do you know who EI is?
25 A. I would assume Platinum.

1 Q. Correct. It's Elephant, Inc. ---
2 A. Yes.
3 Q. --- is the name of the holding company. That's what
4 -- I just wanted you to know what EI was.
5 A. That's fine.
6 Q. If there are any instances of non-compliance, then the
7 Solicitor shall forward such reports to EI which will
8 include the date and time when the monitor visited the
9 subject property, the incident of non-compliance observed
10 and where such non-compliance occurred at the premises;
11 okay?
12 A. Yes, sir.
13 Q. Do you know if the Solicitor forwarded those reports
14 to EI or not?
15 A. Yes.
16 Q. You do know?
17 A. They told me they did.
18 Q. Okay. And as a result the two women that you just
19 told us about have been terminated and no longer are allowed
20 to work at Platinum Plus; correct?
21 A. I believe so.
22 Q. Does that sound pretty compliant to you?
23 A. My job was just to go in and monitor. I mean, as far
24 as what takes place after my job is over, that is between
25 Platinum and the Solicitor's office. My job was to monitor.

1 Q. Okay. But you are a commissioned law enforcement
2 officer?
3 A. Correct. But I was acting at this point in a non-
4 official capacity.
5 Q. Okay. Now, I don't have a Webster's dictionary in
6 front of me, but would you agree with me that a monitor is
7 supposed to observe. Does that sound fair to you?
8 A. Yes.
9 Q. And a monitor is not supposed to participate in any
10 non-compliant activity; correct?
11 A. That is correct.
12 Q. Okay. Well, it's pretty clear from the videotape that
13 you were participating in the non-compliant activity;
14 correct?
15 A. I disagree with that.
16 MR. CULBREATH: Objection, Your Honor. That's a
17 mischaracterization of the video.
18 THE COURT: Overruled. Go ahead.
19 Q. You didn't tell her to stop at any time; right?
20 A. No, sir, we didn't.
21 Q. Okay. And you didn't report her to anybody?
22 A. We did when we finished that evening.
23 Q. Right. You did your report ---
24 A. Correct.
25 Q. --- that we've already talked -- and you sent the

1 report to the Solicitor and the Solicitor said he sent it to
2 EI and EI fired the two girls; correct?
3 A. Yes, sir.
4 Q. Okay. You testified in direct examination that -- let
5 me -- did you ever meet any of these two girls outside of
6 Platinum Plus?
7 A. No.
8 Q. But you did get their phone numbers?
9 A. The other monitor did. I did not.
10 Q. Do you know if she's met with them outside of Platinum
11 Plus?
12 A. I know she has not.
13 Q. Okay. And how do you know that? Because y'all work
14 together or y'all have a relationship or both?
15 A. Because we work together and we work anywhere from
16 forty to sixty hours a week. So we're together ---
17 Q. And you said that -- I'm looking at -- I forget who
18 you said -- was it Mia that was bouncing up and down on you
19 and grinding on you and so forth?
20 A. Pretty much all of them were.
21 Q. Okay. All of them?
22 A. Yes.
23 Q. Fair enough. At any time did you have an orgasm?
24 A. No, sir.
25 MR. CULBREATH: Objection, Your Honor.

1 THE COURT: The relevance?

2 MR. GOLDSTEIN: He says that it was simulated

3 sexual stimulations, so it's a fair question.

4 THE COURT: Sustain the objection.

5 MR. GOLDSTEIN: Sir?

6 THE COURT: I sustain the objection.

7 Q. Did you engage in simulated sexual activity with them?

8 A. No, sir.

9 Q. Okay. Thank you, Officer. That's all the questions I

10 have.

11 THE COURT: Mr. Culbreath, any other questions?

12 MR. CULBREATH: Very briefly, Your Honor.

13 **REDIRECT EXAMINATION**

14 **BY MR. CULBREATH:**

15 Q. Just to be clear, these individuals were terminated

16 only after they were caught and reported by our office;

17 correct?

18 A. Correct.

19 Q. Did you witness any other violations by other dancers

20 while you were there ---

21 MR. GOLDSTEIN: Objection.

22 Q. --- that were not interacting with you?

23 MR. GOLDSTEIN: This is redirect. This goes

24 beyond ---

25 THE COURT: How is this proper on redirect?

1 MR. GOLDSTEIN: Sir?

2 THE COURT: I'm asking Mr. Culbreath how is this
3 proper on redirect?

4 MR. CULBREATH: Well, there's an allegation that
5 he was only -- that he was a participant in these and the
6 only reason they were violating is he was a participant
7 there. I wanted to see if he had seen any other individual
8 acts?

9 THE COURT: All right. I'm going to sustain the
10 objection. You may proffer it. I think it's beyond the
11 scope of cross. But you may proffer it.

12 Q. Let me just ask this question. Officer, was there
13 ever a time that you went to Platinum Plus where you did not
14 observe violations?

15 A. No. We observed one every time we went there.

16 MR. CULBREATH: That's all I have, Your Honor.

17 THE COURT: All right. Thank you, sir. You can
18 step down.

19 THE WITNESS: Thank you.

20 THE COURT: You can call your next witness.

21 MR. CULBREATH: State would call Jennifer Land.

22 MR. GOLDSTEIN: Your Honor, if this is monitor
23 number two, I will get the cumulative evidence rule, I think
24 it's 404.

25 THE COURT: Let me place the witness under oath

1 first.

2 Place your left hand on the bible and raise your right.
3 Do you swear to tell the truth, whole truth and nothing but
4 the truth?

5 THE WITNESS: I do.

6 THE COURT: And if you'll state your full name,
7 please.

8 THE WITNESS: Jennifer Land.

9 THE COURT: All right. L-A-N-D?

10 THE WITNESS: Yes, sir.

11 THE COURT: Anticipating Mr. Goldstein, is this
12 going to be cumulative and repetitive?

13 MR. CULBREATH: It will be in large extent
14 cumulative with regard -- she was always present when these
15 acts were going on. She may have observed one additional
16 thing during the Mia and Nicole exchange. But short of
17 that, and submitting her Affidavit to the Court just like we
18 did before, that would be about the extent of her testimony.

19 THE COURT: All right. Then let's move with the
20 streamline version.

21 MR. CULBREATH: All right, sir. Well, first of
22 all ---

23 MR. GOLDSTEIN: Just for the record, I missed it
24 by one. The Rule is 403.

25 THE COURT: Thank you.

1 JENNIFER LAND,

2 HAVING FIRST BEEN DULY SWORN, TESTIFIED AS FOLLOWS:

3 DIRECT EXAMINATION

4 BY MR. CULBREATH:

5 Q. If you could tell us where you're currently employed
6 full time and then how you became involved in this case?

7 A. Yes. I'm employed with the Simpsonville Police
8 Department. I've been assigned to the vice and narcotics
9 unit. I became involved after my partner, the independent
10 monitor number one was contacted by the Solicitor's office
11 in reference to monitoring at Platinum Plus.

12 Q. Okay. And did you end up working alongside Mr.
13 Crumpton who testified earlier in this case?

14 A. I did.

15 Q. All right. Did you work under the same terms as he
16 did as a side job?

17 A. Yes, I did.

18 Q. Paid the same amount and provided with the same funds
19 to accomplish the ---

20 A. Yes.

21 Q. And you were here present to hear his testimony;
22 correct?

23 A. I was.

24 Q. And you've also seen videos that have been played?

25 A. Yes.

1 Q. And you had an opportunity to view all of the videos
2 on the disk that has now been admitted into evidence; is
3 that correct?

4 A. I did.

5 Q. Okay. Are all those true and accurate depictions of
6 your experience there?

7 A. Yes.

8 Q. All right. Were there separate or independent times
9 where the dancers engaged you directly with either dancing,
10 grinding, simulated sex acts, that are specific to you?

11 A. There were, yes.

12 Q. And on which occasions, one or all or how many?

13 A. On each occasion there were times that one of the
14 females would dance solely on me. There was the first night
15 where we had Chloe in the champagne room, she danced on me.
16 Crumpton spoke about her placing fruits on his stomach.
17 Well, she placed those on my chest and also, you know,
18 licked those off of me.

19 Q. Okay.

20 A. Most of the acts were the same. It was the grinding,
21 as well as bouncing up and down. Navia put her breasts in
22 my face as she was dancing and grinding, simulating sexual
23 acts.

24 Q. Okay. And did that occur every time you went?

25 A. It did, yes.

1 Q. And with regard to Mia and Nicole, at one point
2 Officer Crumpton testified that they had removed or lifted
3 their underwear or g-string. Did you observe anything, as
4 well?

5 A. I did, yes.

6 MR. GOLDSTEIN: Objection. This is bolstering,
7 Your Honor. The whole line of questioning is just
8 bolstering the testimony of the last witness.

9 THE COURT: I understand. Go ahead.

10 Q. What did you observe that was not referenced by
11 Officer Crumpton?

12 A. I also observed Mia, at one point she -- I'm sorry.
13 Nicole had taken a piece of ice which she used while Mia was
14 laying on the couch and took the piece of ice in her mouth
15 and actually rubbed it on Mia's crotch area. I observed
16 that. As well as the removal of the tape which was used to
17 cover the nipples and areolas. Mia stated that she was a
18 bad girl and didn't want to wear the pasties. After a few
19 minutes Bree did approach and asked them to put them back
20 on, at which time, she, you know, cut them pieces of tape to
21 cover it. Mia put them on for a brief moment, but then
22 again stated that they, you know, irritated her and she was
23 a bad girl and wanted to take them off.

24 Q. And did Bree or anybody come over and remove Mia?

25 A. No.

1 Q. Did they take any steps to sanction or punish her for
2 doing that?

3 A. No.

4 Q. And as far as Nicole and Mia and the g-string, did Mia
5 take any action or do anything to Nicole during the dance as
6 far as her undergarments go?

7 A. Mia did at one point take in her teeth and lift up
8 Nicole's undergarment so that you could see Nicole's vaginal
9 area exposed.

10 Q. Okay. And do you recall doing an Affidavit in this
11 case?

12 A. I do.

13 Q. Let me show you. Do you recognize that?

14 A. I do.

15 Q. All right. What is that?

16 A. This is an Affidavit of the instance that occurred at
17 Platinum Plus while myself and Investigator Crumpton were
18 there.

19 Q. Okay. Did you sign that for submission, along with
20 the Petition in this case?

21 A. I did, yes.

22 Q. It bears your signature?

23 A. Yes, it does.

24 Q. Okay.

25 MR. CULBREATH: Your Honor, I'll move this in as

1 State's 6.

2 MR. GOLDSTEIN: Same objection.

3 THE COURT: Same ruling.

4 (WHEREUPON, Plaintiff Exhibit Number 6 was marked and
5 admitted into evidence.)

6 Q. And did you also do a report as contemplated in the
7 Order detailing each of the visits you went on and the
8 violations you observed?

9 A. I did.

10 Q. And did you have an opportunity while you were there
11 to observe any other dancers committing violations not
12 related to your dancers?

13 A. Yes.

14 Q. If you could tell the Court about that?

15 A. I observed various dancers while in the couch room,
16 especially -- basically committing the same acts, the
17 grinding, the bouncing up and down. You could see that
18 throughout our experience there. It was just the simulated
19 sex acts.

20 Q. Did it appear to be a common occurrence in the couch
21 room?

22 A. Yes.

23 Q. Did it appear to be a common occurrence in the
24 champagne room?

25 A. Yes.

1 MR. CULBREATH: Court's indulgence one moment,
2 Your Honor.
3 Q. Thank you. Please answer any questions he may have.

4 MR. GOLDSTEIN: May it please the Court?

5 CROSS EXAMINATION

6 BY MR. GOLDSTEIN:

7 Q. Do you remember how much money y'all spent for your
8 three visits there?

9 A. I'm not sure of a total for the three visits.

10 Q. What's your best guess?

11 A. Close to or under three thousand dollars.

12 Q. Okay. So let's say three thousand, approximately,
13 give or take. Does that sound about right?

14 A. That would probably be close to it.

15 Q. Okay. And y'all were there, what, two or three hours
16 each visit?

17 A. More or less; yes.

18 Q. So about five hundred bucks an hour? Sound about
19 right?

20 A. What do you mean by that?

21 Q. Well, if you're there six hours and if spent about
22 approximately three thousand dollars. I never was very good
23 at math, but I think if you divide six into that you get
24 five hundred bucks an hour.

25 A. Yes. But it wasn't necessarily, you know, on the

1 first hour we spent five hundred bucks. The majority of the
2 money was spent once we got into that champagne room.

3 Q. Yeah. I understand. Now, the dancers that you
4 testified you observed committing non-compliant acts, you
5 don't know if they were employees of the Defendant's or if
6 they're independent contractors; correct?

7 A. The dancers committing the acts?

8 Q. Yes.

9 A. That's correct.

10 Q. Okay. And the person in charge of the room, the
11 person you identified as Bree; ---

12 A. Yes.

13 Q. --- is that correct?

14 A. In the champagne room, yes.

15 Q. Champagne room. She would come by and she would tell
16 them to cut it out and to cover up; correct?

17 A. She told them to cover up their nipples and areola
18 area, yes. But she at no point told them to stop the other
19 acts that they were doing. She did ask us if we were okay,
20 you know, to let it continue. But she never stopped
21 anything they were doing.

22 Q. Okay. And when she asked you if you were okay for it
23 to continue, you said, yeah, sure, we're happy for it to
24 continue?

25 A. Yes.

1 Q. Right? I mean, y'all were trying to ---
2 A. Yes. Yeah.
3 Q. I mean, that's why you were there?
4 A. Yeah. We said it's fine for them to dance with each
5 other.
6 Q. Okay. And that's more than just monitoring, that's
7 actually participating; wouldn't you agree?
8 MR. CULBREATH: I'm going to object, Your Honor.
9 Is he testifying now?
10 THE COURT: He's on cross. You can answer the
11 question yes or no.
12 A. Okay. Will you ask that again?
13 Q. Sure. When Bree would come in and ask y'all are y'all
14 okay with this, y'all said, oh, yeah, we're okay with it;
15 right?
16 A. Yes.
17 Q. Okay. So that's not just monitoring. That's actually
18 participating; correct?
19 A. I don't know that I agree with that.
20 Q. Okay. Well, monitoring means just watching or
21 observing; correct?
22 A. But there had to be some level of interaction for us
23 to be able to be in that champagne room, as well as the
24 couch room. So we ---
25 Q. That's right. It required your -- some amount of your

1 participation?

2 A. Yes.

3 Q. Okay. Did you go into the champagne room on your own
4 or did you have to request to go into the champagne room?

5 A. We spoke with the girls in the main area and asked
6 them if they would like to go to the champagne room, if that
7 would be something they wanted to do.

8 Q. So basically you made them an offer and they accepted
9 your offer; correct?

10 A. More or less.

11 Q. Okay.

12 A. That would have been the only way that we could get
13 into the champagne room to ---

14 Q. Well, that was my question.

15 A. --- observe.

16 Q. Is you can't just wander in there?

17 A. Exactly.

18 Q. You've got to make -- you've got to participate to get
19 in there?

20 A. Yes.

21 Q. You've got to express a desire to go in there;
22 correct?

23 A. Yes.

24 Q. Okay. And the girls that you requested, you
25 specifically identified them as to who you wanted to go into

1 the champagne room with?

2 A. Yes.

3 Q. And you told them what you wanted to see?

4 A. We told Mia and Nicole that we basically just wanted

5 them to dance with each other.

6 Q. Okay.

7 A. And to do that for the majority of the time. And that

8 was all that we really stated to them.

9 Q. All right. So you asked them to do that and they

10 complied with what you requested?

11 A. Yes.

12 Q. For which you paid them?

13 A. Yes.

14 Q. Okay. Thank you. That's all the questions I have.

15 THE COURT: Any other questions?

16 **REDIRECT EXAMINATION**

17 **BY MR. CULBREATH:**

18 Q. Did you actually specifically ask them to engage in

19 simulated sex acts?

20 A. No.

21 Q. Did you ask them to fondle each other's breasts?

22 A. No.

23 Q. Did you ask them to engage in masturbation?

24 A. No.

25 MR. CULBREATH: That's all I have, Your Honor.

1 THE COURT: All right. Thank you, ma'am. You can
2 step down.
3 You can call your next witness.
4 MR. CULBREATH: Thank you, Your Honor. We call
5 Ashton Padgett.
6 THE COURT: Place your left hand on the bible and
7 raise your right hand, please. Do you swear to tell the
8 truth, whole truth and nothing but the truth?
9 THE WITNESS: Yes, sir.
10 THE COURT: Come around and have a seat, please.
11 And if you'll state your full name.
12 THE WITNESS: Ashton Taylor Padgett.
13 ASHTON TAYLOR PADGETT,
14 HAVING BEEN FIRST DULY SWORN, TESTIFIED AS FOLLOWS:
15 DIRECT EXAMINATION
16 BY MR. CULBREATH:
17 Q. Good morning, Ms. Padgett.
18 A. Good morning.
19 Q. If you could speak up just a little bit so the
20 microphone can get you.
21 A. Okay. Ashton Taylor Padgett.
22 Q. Thank you. Can you tell us where you previously
23 worked with regard to Platinum Plus, what time frame?
24 A. I believe it was in March and April, I worked a couple
25 of days there.

1 Q. Okay. And had you worked there before?

2 A. No.

3 Q. So you're a dancer at Platinum Plus, or you were?

4 A. Correct.

5 Q. Okay. And does some of the videotape involve you?

6 A. Yes.

7 Q. Okay. Now, tell us, do you recall when you first

8 began working there?

9 A. I don't recall the exact date, but I believe it was in

10 March.

11 Q. Okay. And what was the hiring process? Who did you

12 meet with and how did you get hired?

13 A. I was there as a customer for a couple of hours. And

14 then decided that I wanted to try it out, so I spoke with

15 the managers and they brought me back into the office and

16 started the paperwork process.

17 Q. Okay. Paperwork process. Did they have you fill out

18 forms?

19 A. Yes.

20 Q. Okay. Let me show you ...

21 MR. CULBREATH: May I approach, Your Honor?

22 THE COURT: Yes, sir.

23 Q. Let me show you two forms. If you could remove the

24 pink clip and take a look at those. And specifically if

25 you'll look at the back pages for the signatures.

1 A. Yes.

2 Q. Do you recognize those two documents?

3 A. Somewhat. I recognize my signature and handwriting.

4 Q. Okay.

5 A. I don't recall actually going over the documents.

6 Q. They just gave them to you to sign?

7 A. Correct.

8 Q. What are those two documents?

9 A. One is a business status selection by applicant and
10 the other is an entertainer agreement..

11 Q. Okay. And did you sign those documents?

12 A. I did.

13 Q. And did you sign those as part of your employment with
14 Platinum Plus?

15 A. Yes, sir.

16 Q. Does that signature ---

17 MR. GOLDSTEIN: Your Honor, may I interject an
18 objection, please? May in inquire if the witness is here
19 under subpoena or not?

20 THE COURT: How is that relevant at this point in
21 the examination?

22 MR. GOLDSTEIN: Well, because I haven't been in
23 the case very long and I'm really trying to play catch-up.
24 And the rules specifically require that if a witness is
25 going to be called by an adverse party in a civil case -- I

1 think we're in a civil case -- Rule 45 requires a copy of
2 all subpoena be furnished to opposing counsel prior to the
3 witness taking the stand. We've not been furnished any
4 subpoenas. So ...

5 THE COURT: Mr. Culbreath?

6 MR. CULBREATH: She is here under subpoena, Your
7 Honor. And his late presence in this case is probably part
8 of the reason why he doesn't have copies of the subpoenas or
9 other materials that he's been asking for throughout the
10 day.

11 THE COURT: All right. Subject to Mr. Goldstein's
12 objection, which is noted on the record, you can continue.

13 MR. CULBREATH: Thank you.

14 Q. These two documents were executed by you, signed by
15 you, as part of your employment?

16 A. Yes, sir.

17 MR. CULBREATH: I'd like to mark these and move
18 them in as State's 7 and 8.

19 THE COURT: And have copied been provided to Mr.
20 Goldstein?

21 MR. CULBREATH: They have, Your Honor.

22 THE COURT: All right.

23 (WHEREUPON, Plaintiff Exhibit Numbers 7 and 8 were
24 marked and admitted into evidence.)

25 MR. GOLDSTEIN: Your Honor, I'm going to ask that

1 the Court strike the last answer. I think that the last
2 answer the witness said that she was an employee or that it
3 was employment. And I'm just looking at this document for
4 the very first time and haven't been afforded an opportunity
5 to review it before now. It appears that she's not an
6 employee. And so I think that that is a legal conclusion
7 that should be struck for the record.

8 THE COURT: And you may go into that on cross
9 examination with her.

10 MR. CULBREATH: Thank you, Your Honor.

11 Q. Based on the definitions inside these documents, would
12 you be considered a lessee over at Platinum Plus?

13 A. I guess the correct term is independent contractor.

14 Q. Okay. All right. As part of your employment did you
15 get a tour of Platinum Plus?

16 A. Yes.

17 Q. Okay. And did they go over any rules with you as far
18 as conduct, behavior or dress that fall outside of the
19 documents that we have admitted today?

20 A. Not necessarily dress. I'm sure they -- it was a very
21 speedy process. I was kind of yes, yes, yes, because I've
22 been hired before at places, so it's kind of just a spiel, I
23 guess. But I don't recall any specific ruling to dress or
24 activities other than to be careful with what I do.

25 Q. Be careful what you do. Did they reference the

1 litigation at all?

2 A. They did say that they had some trouble in the past.

3 Q. And to be careful what you did?

4 A. Yeah. Just to be careful with ---

5 Q. Do you recall any documents other than the two that

6 I've shown you that you signed?

7 A. No.

8 Q. What about the pasties requirement, did they tell you

9 about that?

10 A. Yes.

11 Q. What about prices in the champagne room?

12 A. I was not aware of that until I got there. But we set

13 our own prices for pretty much everything.

14 Q. Okay. And were you ultimately terminated?

15 A. Yes.

16 Q. And do you remember when that was?

17 A. I do not recall.

18 Q. Do you remember when it was in relation to your

19 encounter with the undercover officers that testified

20 already?

21 A. I would say a couple of weeks, a week or so, two

22 weeks.

23 Q. And do you remember signing an Affidavit?

24 A. Yes, sir.

25 Q. Okay. Is that the Affidavit that you signed?

1 A. Yes, sir.

2 Q. And is it true and accurate, based on your testimony?

3 A. Yes.

4 MR. CULBREATH: Court's indulgence one moment.

5 That's all the questions I have. Thank you, Your Honor.

6 THE COURT: Your witness.

7 MR. GOLDSTEIN: May it please the Court?

8 Do I understand the Affidavit is not being offered as
9 evidence; is that correct?

10 MR. CULBREATH: That's correct.

11 MR. GOLDSTEIN: Okay.

12 **CROSS EXAMINATION**

13 **BY MR. GOLDSTEIN:**

14 Q. Ms. Padgett, you were subpoenaed here; is that
15 correct?

16 A. Yes, sir.

17 Q. I'm sorry?

18 A. Yes, sir.

19 Q. Okay.

20 MR. GOLDSTEIN: Judge, can I have just one moment
21 to consult; just a minute.

22 THE COURT: To consult with who about what?

23 MR. GOLDSTEIN: Mr. Sirkin and my client.

24 THE COURT: Make it brief. Yes, sir.

25 Q. You were subpoenaed here today; is that correct?

1 A. Yes, sir.

2 Q. Who brought you the subpoena?

3 A. I was asked to come up to the Solicitor's office.

4 Q. Who asked you?

5 A. Investigator Smith.

6 Q. The fellow who testified earlier?

7 A. Yes, sir.

8 Q. With the real soft voice?

9 A. Yes, sir.

10 Q. Now, all of y'all have real soft voices.

11 A. Sorry. It sounds loud up here.

12 Q. And what did he tell you he wanted you to do?

13 A. He asked me to come in and talk to him regarding an

14 investigation going on with Platinum Plus.

15 Q. Did he threaten you in any way?

16 A. Not at all.

17 Q. Did he offer you anything in exchange for your

18 testimony?

19 A. Not at all.

20 Q. Okay. Did you go freely and voluntarily?

21 A. Yes, I did.

22 Q. Did they advise you of your Fifth Amendment right

23 against self-incrimination?

24 A. I don't recall.

25 Q. Okay. Do you have any charges pending now anywhere?

1 A. No, sir.

2 Q. Now, you were terminated by the -- I know it's called
3 Platinum Plus, but the holding company is called Elephant,
4 Inc. So what name do you want to use? Platinum Plus, is
5 that okay?

6 A. That's fine.

7 Q. Who terminated you?

8 A. I was actually told over the phone when I was talking
9 to someone I know that works there told me that I wasn't
10 allowed to come back; I was on the fired list.

11 Q. Okay. Because of the -- some of the activities that
12 we've seen in the video?

13 A. Correct.

14 Q. Okay. And you already told us earlier when you told
15 us about your agreement with Platinum Plus, you were an
16 independent contractor; correct?

17 A. Yes, sir.

18 Q. You weren't an employee? They didn't pay your taxes?

19 A. Right.

20 Q. You filed your own 1099 form; correct?

21 A. Yes, sir.

22 Q. And you requested to be treated that way; correct?

23 A. I don't know what you mean by that.

24 Q. I mean, you wanted to be an independent contractor and
25 ---

1 A. Oh, yes.
2 Q. --- pay your own taxes and all that sort of thing?
3 A. Yes.
4 Q. You didn't ask them to make you an employee?
5 A. No.
6 Q. All right. Now, you knew that you had to remain
7 properly covered while dancing there; correct?
8 A. Yes.
9 Q. Okay. And that was covering of a certain portion of
10 your breasts?
11 A. Right.
12 Q. And had to wear a thong that was a minimum of two
13 inches ---
14 MR. CULBREATH: Objection, Your Honor. She didn't
15 testify to that.
16 THE COURT: He can rephrase it.
17 MR. GOLDSTEIN: Well, it's cross examination.
18 MR. CULBREATH: It's outside the scope of direct.
19 THE COURT: She didn't mention two inches.
20 MR. CULBREATH: And I believe we've had this
21 objection before, outside the scope. I'll assert it now.
22 MR. GOLDSTEIN: Well, ...
23 THE COURT: If you could rephrase the question.
24 MR. GOLDSTEIN: Sure.
25 Q. You were aware that you had to remain -- as an

1 independent contractor you had to follow certain rules?
2 A. Well, I wasn't told by them that. I assumed.
3 Q. Okay.
4 A. I was -- you know, I was never sat down and said, this
5 is what you need to have on.
6 Q. Okay.
7 A. Other than the pasties.
8 Q. But the rules were spelled out in the Business Status
9 Selection by Applicant and the Elephant Ink Platinum Plus
10 Entertain Agreement; correct?
11 A. I couldn't tell you because I did not read them.
12 Q. You didn't read it?
13 A. No.
14 Q. You just sign anything in front of you?
15 A. When it comes to this occupation, generally we do,
16 yes.
17 Q. Okay. Did you think that contact dancing was illegal?
18 A. No.
19 MR. CULBREATH: Objection, Your Honor. Outside
20 the scope.
21 THE COURT: Overruled. Go ahead.
22 Q. Did you think contact dancing was illegal?
23 A. No.
24 Q. Have you worked in other clubs in other parts of South
25 Carolina or other states?

1 A. Other states, yes.

2 Q. Other states? Such as what? And you don't have to

3 give us all ---

4 MR. CULBREATH: Objection. Relevance.

5 THE COURT: Relevance?

6 MR. GOLDSTEIN: Well, I'm going to tie it up.

7 I've just got to go one question farther.

8 THE COURT: All right. Go ahead.

9 Q. Is it -- well, I forget I'm on cross examination.

10 It's fairly common; isn't it, to allow a certain amount of

11 contact dancing as an adult entertainer; correct?

12 MR. CULBREATH: Objection to speculation.

13 THE COURT: What's the relevance of what may be

14 standard in the industry versus being involved here with a

15 Consent Order?

16 MR. GOLDSTEIN: Well, it would go to knowledge of

17 contumacious conduct. I mean, this is an allegation of an

18 intentional ---

19 THE COURT: I don't know that her intent ---

20 MR. CULBREATH: She's already testified to her

21 knowledge.

22 MR. GOLDSTEIN: Well, they ---

23 THE COURT: Tie it together, Mr. Goldstein.

24 MR. GOLDSTEIN: Okay.

25 Q. It's fairly common in that industry to have contact

1 dancing; correct?

2 MR. CULBREATH: Objection. Speculation.

3 THE COURT: Go ahead. Overruled.

4 Q. In your experience; correct?

5 A. By the ruling, not necessarily. But it happens.

6 Q. Okay. And at Platinum Plus when it did happen, some
7 -- one of the managers or people in charge would tell y'all
8 to cut it out; correct?

9 A. Not during my experience. But I was only there for
10 two days, so ...

11 Q. Okay. And you were only there for two days in March
12 of 2016; correct?

13 A. Yeah. It was two or three days in all.

14 Q. Thank you. That's all the questions I have.

15 THE COURT: Any other questions?

16 MR. CULBREATH: None from the State, Your Honor.

17 THE COURT: All right. Thank you, ma'am, you can
18 step down.

19 Any other witnesses?

20 MR. CULBREATH: May we confer just very briefly?

21 Your Honor, that's the State's case.

22 THE COURT: All right. Mr. Goldstein?

23 MR. GOLDSTEIN: We have motions, Your Honor, but
24 we're also over here -- we're a little bit older than the
25 State's counsel, and with age ---

1 THE COURT: How much of a break do you need and
2 how many witnesses do you anticipate?

3 MR. GOLDSTEIN: Well, we do need a bathroom break,
4 so let's just get it on the record. And we want to confer
5 about whether we do or do not want to call witnesses.

6 THE COURT: All right. Ten minutes enough time?

7 MR. GOLDSTEIN: Yes, sir.

8 THE COURT: All right. Start back in ten minutes.
9 (WHEREUPON, the Court stood at recess for a short
10 break.)

11 THE COURT: All right. Mr. Goldstein?

12 MR. GOLDSTEIN: Your Honor, would you like the
13 good news or the better news? It just gets good and gooder.

14 THE COURT: You know, Holiday Inn used to have an
15 advertising slogan that said the best surprise is no
16 surprise at all.

17 MR. GOLDSTEIN: The good news is, the Defendants
18 rest. The better news is I'm now renewing my motion for
19 involuntary non-suit with prejudice. I am assuming Your
20 Honor does not want me to repeat those arguments.

21 THE COURT: You are protected on the record. And
22 for consistency sake, my ruling will be the same, Mr.
23 Goldstein.

24 MR. GOLDSTEIN: Thank you, Your Honor.

25 Finally, Your Honor alluded earlier that the Court was

1 inclined -- now you didn't make a promise, but you said you
2 were inclined to allow us to submit a brief. What I would
3 respectfully request, and this is the better part, is that
4 we be allowed to submit a brief. You can set the page limit
5 and the deadline, but let that serve in lieu of a closing
6 argument.

7 THE COURT: Well, yeah, I don't -- typically I
8 don't allow closing arguments.

9 MR. GOLDSTEIN: Okay.

10 THE COURT: If I don't understand the issues by
11 now, that's my problem and not yours.

12 So anything else from the State?

13 MR. CULBREATH: Well, Your Honor, I have a -- I
14 did want to cover one thing that was raised, and that had to
15 do with witnesses and subpoenas. I talked with counsel just
16 briefly. Let me, if I can, hand up what was emailed last
17 Thursday, was a witness list. I'd like to make that a Court
18 exhibit. That set out the potential witnesses that could
19 testify on behalf of the State. Some of -- most of whom we
20 had under subpoena. So I'd ask at this point for a
21 stipulation with regard to notice by the Defendants as to
22 who may be called here today as a witness.

23 MR. GOLDSTEIN: Your Honor, Mr. Culbreath and I
24 have had good, full and fair communication. He's been
25 extremely courteous to me throughout this case and

1 continuing thereon. He did send me a witness list, as
2 evidenced in this Affidavit, and I did not mean to imply
3 otherwise, if I did. I don't think I did. But if I did, I
4 certainly didn't mean -- that does not, however, excuse
5 compliance with Rule 45. This is a civil case and a civil
6 case requires that when you issue a subpoena you provide a
7 copy to opposing counsel. That's not my ruling. I'm a
8 lawyer. I just follow the rules. I don't make them.

9 THE COURT: All right. And anything else, Mr.
10 Goldstein, for the record?

11 MR. GOLDSTEIN: No. But if Mr. Culbreath took
12 offense because he thought that I was sandbagging him in
13 some way, I want to correct that. He's been nothing but
14 courteous to me throughout this entire case.

15 THE COURT: My sense is, I've got very fine
16 advocates on both sides and both are zealously advocating
17 their respective positions. And that makes it much more
18 enjoyable for my role as a Judge to have good lawyers and
19 the interesting issues.

20 So on the brief -- and it appears that for the most
21 part the facts are not contested. But obviously the law and
22 the application of the law, there are significant
23 differences over ...

24 Mr. Goldstein, let me start with you. What is a
25 realistic time frame to have some type -- and a letter memo

1 would be fine?

2 MR. GOLDSTEIN: I'm not very good on letter memos.
3 I have sort of arrested development and certain
4 psychological infirmities that ---

5 THE COURT: And the Court can probably take
6 judicial notice of that fact, so ...

7 MR. GOLDSTEIN: That's true. So I would
8 respectfully request two weeks to submit a -- and you can
9 set a page limit on it, because I do tend to get carried
10 away. So I don't have any problem with that. But there are
11 some significant legal issues raised in this case, and ---

12 THE COURT: Mr. Culbreath, what's the State's
13 position on two weeks?

14 MR. CULBREATH: Well, Your Honor, and again we're
15 criminal lawyers, not civil lawyers, so briefing may not be
16 our strong suit. I'm certainly prepared to ---

17 THE COURT: Well, I have a great deal of
18 confidence -- both lawyers saying don't expect a whole lot
19 from me, so ... I prefer ten days. Is ---

20 MR. GOLDSTEIN: Ten days, Your Honor. And if Mr.
21 Sirkin had participated, Your Honor, then the level of
22 ability would have risen considerably.

23 THE COURT: I have great confidence that Mr.
24 Sirkin will be actively involved in whatever is submitted,
25 Mr. Goldstein.

1 MR. GOLDSTEIN: You're right. And let me state
2 for the record, now, as counsel for three Defendants, in
3 open court on the record in the presence of the Solicitor, I
4 can assure this Court that from this point forward, while
5 this matter is under advisement, whatever the Court's
6 decision is and while it's being briefed, I can assure you
7 that I am bringing all of my power to bear to make sure that
8 the compliance with the previously agreed upon written
9 agreement is strictly adhered to.

10 THE COURT: I would be disappointed and shocked if
11 it was anything other than that, Mr. Goldstein.

12 MR. GOLDSTEIN: Thank you, Your Honor.

13 THE COURT: And you do raise an interest question
14 or a point. For the record, state specifically which
15 Defendants you are representing, because you mentioned you
16 were here on behalf of three of them.

17 MR. GOLDSTEIN: I think there are two corporate
18 Defendants, Your Honor, Elephant, Inc. and Frontage Road
19 Associates, Inc. I'm representing all three Defendants,
20 including the main Defendant, Gregory Kenwood Gaines.

21 THE COURT: I'm sure that phone is not going to go
22 off again; isn't that correct.

23 Okay. I'm sorry.

24 MR. CULBREATH: Frontage Road is not a part of
25 this. They were actually dismissed upon the reopening after

1 six months, so it is just Elephant, Inc. and the individual.

2 MR. GOLDSTEIN: And that's what happens when you
3 get in a case late; you play catch-up. So I thank the
4 Solicitor for correcting me. I represent two named
5 Defendants in this case.

6 THE COURT: All right. So, Solicitor, is ten days
7 realistic for the memo?

8 MR. CULBREATH: It is, Your Honor. It's a
9 nuisance action. It's ongoing. In ten days, we'll have it
10 ---

11 THE COURT: If it's a nuisance, it's been going on
12 since November of 2015, and by the State's own testimony, so
13 I suspect another ten days to fourteen days is within the
14 range of reasonable.

15 MR. CULBREATH: I understand.

16 THE COURT: All right. Thank you, gentlemen.

17 And I do, in all sincerity, I do appreciate good
18 lawyers and good advocacy, and I appreciate that.

19 And if I could see the attorneys back in chambers for
20 just a moment, then I'll send you on your respective ways.

21 MR. CULBREATH: Yes, sir.

22 MR. GOLDSTEIN: Thank you, Your Honor.

23 (WHEREUPON, Court Exhibit Number 2 was marked for
24 identification.)

25

1

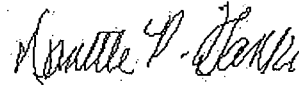
-----END OF REQUESTED TRANSCRIPT OF RECORD-----

2

The undersigned, Danette P. Hanks, Court Reporter,
Office of Master in Equity for Greenville County, South
Carolina do hereby certify that the foregoing is a true,
accurate and complete Transcript of Record of all of the
proceedings had and evidence introduced in the hearing of
the captioned case, relative to appeal, before The Honorable
Charles B. Simmons, Jr., as Master in Equity for Greenville
County, South Carolina on the 14th day of June, 2016.

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

June 17, 2016



Danette P. Hanks, CCR

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

State of South Carolina on the relation of
William Walter Wilkins, III, Solicitor of
the Thirteenth Judicial Circuit,

Plaintiff,

vs.

Elephant, Inc. and Frontage Road
Associates, Inc.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) THIRTEENTH JUDICIAL CIRCUIT

C.A. No.: 2015-CP-23-02597

AFFIDAVIT OF SERGEANT
CLAUDE TODD

ENTERED COMPUTER

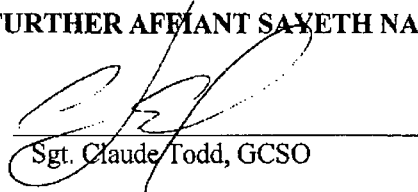
FILED
CLERK OF COURT
GREENVILLE, S.C.
PAUL B. WILKINS
2015 APR 28 12 34

Personally appeared before me, the undersigned, who, being duly sworn, states as follows:

1. My name is Claude J.L. Todd. I am over the age of eighteen (18) years old. I am of sound mind and I am competent to execute this affidavit. The content of this affidavit is based upon my personal knowledge.
2. I am a duly sworn Law Enforcement Officer with the Greenville County Sheriff's Office ("GCSO"). I work as the Sergeant over the Vice and Narcotics Division. I have worked for the GCSO for seventeen and a half years.
3. On April 20, 2015, I was asked to serve legal paperwork on Elephant, Inc. ("EI") at its local business address. My understanding was that service had been attempted on EI's registered agent in Columbia, South Carolina but was refused. As a result, I was dispatched to 805 Frontage Road in Greenville, South Carolina 29615 ("Subject Property") to effectuate service of process on EI.
4. On April 20, 2015, I was in uniform. I entered the Subject Property and asked to speak to whomever was in charge. At that point, Mr. Rick Zurich stepped forward and identified himself as the manager in charge.

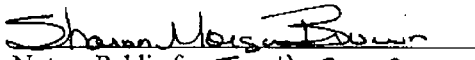
5. I asked Mr. Zurich to step outside with me due to the interior lighting and noise.
6. At that point, I inquired about Brett Mehnert, who had previously worked as Platinum Plus's General Manager. Mr. Zurich stated that Mr. Mehnert had left the State and that he had taken over Mr. Mehnert's position.
7. I then served Mr. Zurich with the following legal paperwork on behalf of EI: Summons, Verified Petition with Exhibits, Motion for Temporary Injunction, Affidavit of Robert Curtis, and the Notice of Hearing.
8. Service was completed by hand-delivery to Mr. Zurich on April 20th, 2015 at 2:13 PM.
9. At no time did Mr. Zurich indicate to me that he lacked the authority or otherwise could not accept service on behalf of EI. In fact, Mr. Zurich assured me that he would "get [the paperwork] to the people who need[ed] it."
10. I then left the Subject Property.

FURTHER AFFIANT SAYETH NAUGHT.

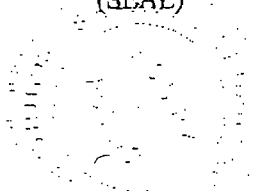

Sgt. Claude Todd, GCSO

SWORN TO before me this

28 day of April, 2015.


Notary Public for South Carolina

My Commission Expires: Dec 10, 2020
(SEAL)



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

State of South Carolina on the relation of
William Walter Wilkins, III, Solicitor of
the Thirteenth Judicial Circuit,

Plaintiff,

vs.

Elephant, Inc. and Frontage Road
Associates, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No.: 2015-CP-23-02597

AFFIDAVIT OF JEFFREY SMITH

ENTERED COMPUTER

2015 APR 28 PM 12 33
PAUL D. BUCKENSHAW
CLERK OF COURT
THIRTEENTH JUDICIAL CIRCUIT
GREENVILLE, SOUTH CAROLINA

Personally appeared before me, the undersigned, who, being duly sworn, states as follows:

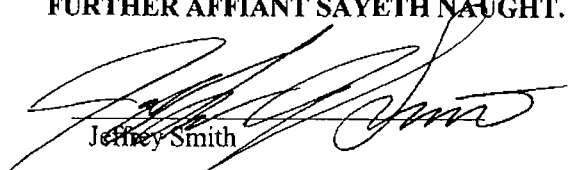
1. My name is Jeffrey Smith. I am over the age of eighteen (18) years old. I am of sound mind and I am competent to execute this affidavit. The content of this affidavit is based upon my personal knowledge.
2. I work as a criminal investigator for the 13th Judicial Circuit Solicitor. Before my present position, I worked for the Greenville City Police Department for seventeen years, rising to the rank of Corporal.
3. On the morning of April 20, 2015, I was asked to serve legal paperwork on Elephant, Inc. ("EI") at the address of its registered agent at 800 Bush River Road in Columbia, South Carolina ("Service Address"). The registered agent for EI on file with the Secretary of State is "Vanseea Mascea."
4. Upon arrival at the Service Address, I pressed the front door buzzer as the building was locked. I noted there were cameras on the building and the windows were heavily tinted.



5. A woman came to the door at the Service Address and I asked to speak to Ms. Mascea. The woman indicated Ms. Mascea was "out sick." I asked if I could leave the legal paperwork with her for delivery to Ms. Mascea. The woman refused.
6. When I inquired about EI, the woman informed me that EI operated in Greenville, South Carolina and not at the Service Address. She further indicated that the company operating at the Service Address only services EI.
7. The woman at the address again would not accept the paperwork on EI's behalf, when asked a second time.
8. I waited for a short time at the Service Address. A United States Postal worker then arrived at the Service Address with various pieces of mail and proceeded through the front door where I previously met the woman. The postal worker was inside the building for a short time before exiting with a single piece of returned mail. I recognized the package as the package of legal documents from the 13th Circuit Solicitor's Office that had previously been sent by certified mail with a return receipt requested.
9. I identified myself to the United States Postal worker and inquired about the packet and whether the individuals inside the address had refused to sign for the packet. He indicated that they had refused to sign for the packet.
10. Before leaving the Service Address, I observed some of the vehicles in the parking lot. One vehicle was a White 2013 S-550 Mercedes with the license plate tag reading: "ThePlus."
11. After I determined that service of process of the Summons, Verified Petition, Motion for Temporary Injunction, Affidavit of Robert Curtis, and the Notice of Hearing would not occur at the Service Address, I left the Subject Property and reported to the Solicitor's

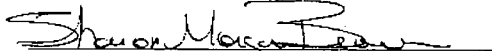
Office what I had observed so that service of process could be attempted at EI's local address.

FURTHER AFFIANT SAYETH NAUGHT.

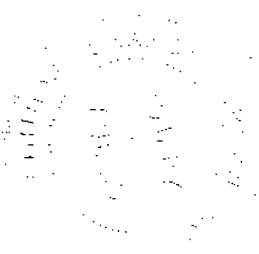

Jeffrey Smith

SWORN TO before me this

28th day of April, 2015.


Notary Public for South Carolina

My Commission Expires: Dec 10, 2020
(SEAL)





AFFIDAVIT OF SERVICE

State of South Carolina

County of GREENVILLE

Court Of Common Pleas Court

Case Number: 2015-CP-23-02597

Plaintiff:

STATE OF SOUTH CAROLINA ON THE RELATION OF WILLIAM WALTER WILKINS, III, SOLICITOR OF THE THIRTEENTH JUDICIAL CIRCUIT

vs.

Defendant:

ELEPHANT, INC. FRONTAGE ROAD ASSOCIATES, INC., GREGORY KENWOOD GAINES, MICAH NICOLE DOBBINS, BRITTANY CAROLINE NEAL, JORDYN NICOLE SIERRA, STEPHANIE RENEE TURNER, ASHLEY RENEE WALKER, AND ALICIA DIANE HOWARD

For:

NELSON MULLINS RILEY & SCARBOUROUGH, LLP
Poinsett Plaza/ 9th Floor
104 South Main St.
Greenville, SC 29601

Received by Seekers Process Service, LLC on the 16th day of May, 2015 at 12:00 pm to be served on GREGORY KENWOOD GAINES, 64 PALMETTO WOOD PARKWAY, IRMO, SC 29063.

I, ALEC SHARP, being duly sworn, depose and say that on the 16th day of May, 2015 at 4:05 pm, I:

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the NOTICE OF VIDEOTAPED DEPOSITION OF GREGORY KENWOOD GAINES, SUMMONS, AMENDED PETITION, to: GREGORY KENWOOD GAINES at the address of: 64 PALMETTO WOOD PARKWAY, IRMO, SC 29063, and informed said person of the contents therein, in compliance with state statutes.

Military Status: Based upon inquiry of party served, Defendant is not in the military service of the United States of America.

Additional Information pertaining to this Service:

5/16/2015 4:05 pm WHEN ASKED, THE INDIVIDUAL BEING SERVED CONFIRMED HIS IDENTITY WAS GREGORY KENWOOD GAINES.

Description of Person Served: Age: 52, Sex: M, Race/Skin Color: CAUC, Height: 5'8", Weight: 195, Hair: BRN, Glasses: Y.

I certify that I am over the age of 18, have no interest in the above action, and am a Process Server, in good standing, in the judicial circuit in which the process was served. declaration.

Subscribed and Sworn to before me on the 18th day of May, 2015 by the affiant who is personally known to me:

Kimberly Jean Driggs
NOTARY PUBLIC

My commission expires August 29, 2018

Alec Sharp
ALEC SHARP
Process Server

Seekers Process Service, LLC
P.O. Box 2309
Camden, SC 29620
(803) 427-5344

Our Job Serial Number: SEE-2015000324

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 MAY 26 PM 3 46

AFFIDAVIT OF SERVICE

State of South Carolina

County of GREENVILLE

Court Of Common Pleas Court

Case Number: 2015-CP-23-02597

Plaintiff:

STATE OF SOUTH CAROLINA ON THE RELATION OF WILLIAM WALTER WILKINS, III, SOLICITOR OF THE THIRTEENTH JUDICIAL CIRCUIT

vs.

Defendant:

ELEPHANT, INC. FRONTAGE ROAD ASSOCIATES, INC., GREGORY KENWOOD GAINES, MICAH NICOLE DOBBINS, BRITTANY CAROLINE NEAL, JORDYN NICOLE SIERRA, STEPHANIE RENEE TURNER, ASHLEY RENEE WALKER, AND ALICIA DIANE HOWARD

For:

NELSON MULLINS RILEY & SCARBOUROUGH, LLP
Poinsett Plaza/ 9th Floor
104 South Main St.
Greenville, SC 29601

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 MAY 26 PM 3 45

Received by Seekers Process Service, LLC on the 16th day of May, 2015 at 12:00 pm to be served on PLATINUM PLUS c/o GREGORY KENWOOD GAINES AS OWNER, 64 PALMETTO WOOD PARKWAY, IRMO, SC 29063.

I, ALEC SHARP, being duly sworn, depose and say that on the 16th day of May, 2015 at 4:05 pm, I:

served a CORPORATION by delivering a true copy of the NOTICE OF VIDEOTAPED DEPOSITION OF GREGORY KENWOOD GAINES, SUMMONS, AMENDED PETITION, to: KEN GAINES as PERSONAL for PLATINUM PLUS c/o GREGORY KENWOOD GAINES AS OWNER, at the address of: 64 PALMETTO WOOD PARKWAY, IRMO, SC 290663, and informed said person of the contents therein, in compliance with state statutes.

Military Status: Based upon inquiry of party served, Defendant is not in the military service of the United States of America.

Additional information pertaining to this Service:

5/16/2015 4:05 pm WHEN ASKED, THE INDIVIDUAL BEING SERVED CONFIRMED HIS IDENTITY WAS GREGORY KENWOOD GAINES.

Description of Person Served: Age: 52, Sex: M, Race/Skin Color: CAUC, Height: 5'8", Weight: 195, Hair: BRN, Glasses: Y

I certify that I am over the age of 18, have no interest in the above action, and am a Process Server, in good standing, in the judicial circuit in which the process was served. declaration.

Subscribed and Sworn to before me on the 18th day of May, 2015 by the affiant who is personally known to me.

Kimberly Jean Driggs
NOTARY PUBLIC

My commission expires August 29, 2018


ALEC SHARP
Process Server

Seekers Process Service, LLC
P.O. Box 2309
Camden, SC 29020
(803) 427-5344

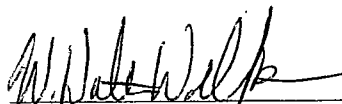
Our Job Serial Number: SEE-2015000325

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
State of South Carolina on the relation of)
William Walter Wilkins, III, Solicitor of)
The Thirteenth Judicial Circuit,)
Plaintiff,)
vs.)
Elephant, Inc. Gregory Kenwood Gaines,)
and Frontage Road Associates, Inc.)
Defendants.)

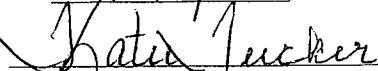
IN THE COURT OF COMMON PLEAS
IN THE THIRTEENTH JUDICIAL CIRCUIT
Civil Action No. 2015-CP-23-02597

VERIFICATION

PERSONALLY appeared before me, W. Walter Wilkins, and after being duly deposed and sworn, does state that he is the Plaintiff in the foregoing action and that he had read the within Petition for Rule to Show Cause and knows the contents thereof to be true of his own knowledge, except those alleged upon information and belief, and as to those, he believes them to be true.


W. Walter Wilkins
Solicitor
Thirteenth Judicial Circuit

SWORN TO BEFORE ME THIS 10th DAY
OF May, 2016


Notary Public for SC

My commission expires: June 12, 2016

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

State of South Carolina on the relation of
William Walter Wilkins, III, Solicitor of
The Thirteenth Judicial Circuit,

Plaintiff,

vs.

Elephant, Inc., Gregory Kenwood Gaines,
and Frontage Road Associates, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS

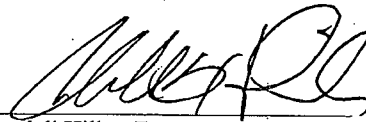
Civil Action No. 2015-CP-23-02597

ACCEPTANCE OF SERVICE

The undersigned hereby certifies that he is duly authorized by the Defendants Elephant, Inc. and Gregory Kenwood Gaines to accept service of process in the above-captioned matter. Two copies of the following documents and pleadings are provided and one check for \$25.00 payable to Gregory Kenwood Gaines.

- PETITION FOR THE RULE TO SHOW CAUSE
- VERIFICATION
- RULE TO SHOW CAUSE
- SUBPOENA for Gregory Kenwood Gaines

I, the undersigned, do hereby certify that the herein-referenced documents were delivered to me via hand delivery.



Randall Hiller, Esq.
350-B Wade Hampton Blvd.
Greenville, SC 29609
Attorney for Elephant, Inc. and Gregory
Kenwood Gaines

Dated: May 13TH, 2016
Greenville, South Carolina