

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

66311

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2009-CP-10-06529

Amber Johnson.....Respondent,

v.

Stanley E. Alexander, Mario S. Inglese and Mario S. Inglese, P.C.,
Of Whom Stanley E. Alexander is the.....Appellant,

Mario S. Inglese and Mario S. Inglese, P.C.Third Party Plaintiffs,

v.

Charles Feeley.....Third Party Defendant.

**APPELLANT STANLEY E. ALEXANDER'S MOTION TO STRIKE
AND TO HOLD DEADLINES IN ABEYANCE**

TO: THE HONORABLE JUDGES OF THE SOUTH CAROLINA COURT OF APPEALS:

Pursuant to Rule 209(b) and 210(c), SCACR, Appellant Stanley E. Alexander respectfully moves this Court for an order striking from Respondent's Initial Brief and Designation of Matter to be Included in the Record on Appeal materials that were not presented to the trial court. Appellants additionally request that all briefing deadlines be held in abeyance until the Court issues its ruling on this motion to strike, because the adjudication of this motion would effect the substance of Appellant's Reply Brief.

The grounds for this motion are as follows:

RECEIVED

NOV 21 2012

SC Court of Appeals

1. Respondent's Initial Brief and Designation of Matter to be Included in the Record on Appeal makes reference to the following materials: Alexander Deposition pages 44, 45, 47, 68, 83, 105, 129, 130, #7 (Disbursement Summary) and #10 (First Lien Letter). See Respondent's Designation of Matter p. 3, IV. Transcripts, ¶ 3; Respondent's Initial Brief p. 7, 8, 9, 15, 27, 35.

2. These deposition excerpts and related documents were never presented to the trial court or filed with the Clerk of Court of Charleston County. Rather, the only deposition excerpts presented and filed with the Clerk of Court of Charleston County, with corresponding documents showing proof of filing, are attached hereto as Exhibit 1.

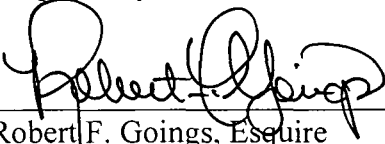
3. The Appellate Court Rules provide that materials not presented to the trial court cannot properly be included in the Record on Appeal. Rule 210(c), SCACR ("The Record shall not, however, include matter which was not presented to the lower court or tribunal."); see also Associates Discount Corp. v. Hiers, 248 S.C. 430, 150 S.E.2d 611 (1966); Sanders v. Allis Chalmers Mfg. Co., 235 S.C. 259, 111 S.E.2d 201 (1959); State v. Johnson, 147 S.C. 325, 145 S.E. 194 (1928); Quattlebaum v. Black, 22 S.C. 587 (1884); State v. White, 372 S.C. 364, 642 S.E.2d 607 (Ct. App. 2007); Norris v. Ferre, 315 S.C. 179, 432 S.E.2d 491 (Ct. App. 1993) (appellant was not permitted to supplement record with deposition testimony from another action because the deposition was not presented to trial judge). As such, Respondent's reliance on this evidence and attempt to admit these materials now on appeal should be prohibited.

WHEREFORE, Appellant respectfully requests that Alexander Deposition pages 44, 45, 47, 68, 83, 105, 129, 130, and document to this deposition identified as #7 (Disbursement Summary) and #10 (First Lien Letter) be stricken from Respondent's Designation of Matter to be Included in the Record on Appeal and Respondent be ordered to revise her Initial Brief to omit all reference, arguments, and citations to them. Because the inclusion of these materials would effect

the substance of Appellant's Reply Brief, Appellant request the Court grant an additional fifteen (15) days to file his Reply Brief after the resolution of this motion.

Respectfully submitted,

By:


Robert F. Goings, Esquire
GOINGS LAW FIRM, LLC
914 Richland Street, Suite A-101
Post Office Box 436 (29202)
Columbia, South Carolina 29201
(803) 350-9230 | (877) 789-6340 (f)

Joel W. Collins, Jr., Esquire
COLLINS & LACY, P.C.
1330 Lady Street, Sixth Floor (29201)
Post Office Box 12487
Columbia, South Carolina 29211
(803) 256-2660 | (803) 771-4484 (f)

ATTORNEYS FOR APPELLANT

Columbia, South Carolina
November 20, 2012

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
J.C. Nicholson, Jr., Circuit Court Judge

Case No. 2009-CP-10-06529

Amber Johnson.....Respondent,

v.

Stanley E. Alexander, Mario S. Inglese and Mario S. Inglese, P.C., Of Whom Stanley E. Alexander is the.....Appellant,

Mario S. Inglese and Mario S. Inglese, P.C.Third Party Plaintiffs,

v.

Charles Feeley.....Third Party Defendant.

PROOF OF SERVICE

I certify that I have served Appellant's Appellant Stanley E. Alexander's Motion to Strike and to Hold Deadlines in Abeyance by mailing a copy of same, via United States Mail, on November 20, 2012 to the following:

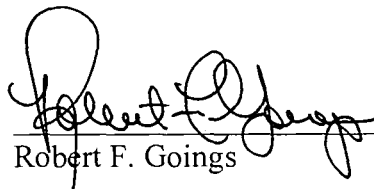
Mary Leigh Arnold
Mary Leigh Arnold, P.A.
749 Johnnie Dodds Blvd., Suite B
Mount Pleasant, SC 29464
Attorney for Respondent

Justin Kahn, Esquire
Kahn Law Firm
PO Box 31397
Charleston, SC 29417-1397
Attorney for Respondent

RECEIVED

NOV 21 2012

SC Court of Appeals


Robert F. Goings

Columbia, South Carolina
November 20, 2012

EXHIBIT 1

DEPOSITION EXCERPTS OF STANLEY ALEXANDER FILED
WITH CHARLESTON COUNTY CLERK OF COURT

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)


Amber Johnson,)
 Plaintiff)

CASE NO.)
2009-CP-10-6529)

v.)

MOTION AND ORDER INFORMATION)
FORM AND COVER SHEET)

STANLEY ALEXANDER, ET AL.)
 Defendant.)

Plaintiff's Attorney: Justin S. Kahn, Bar No. 65100 Address: Kahn Law Firm, LLC POB 31397, Chas 29417 phone: 843.577.2128 fax: 843.577.3538 e-mail: jskahn@kahnlawfirm.com other:	Defendant's Attorney: Robert Going, Bar No. Address: PO Box 12487, Columbia, SC 29211 phone: 803-256-2660 fax: 803-771-4484 e-mail: rgoings@collinsandlacy.com other:
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Defendant Amber Johnson's Notice and Motion for Summary Judgmente Estimated Time Needed: 15 minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
 _____ Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	<u>January 13, 2011</u> Date submitted
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID - AMOUNT: \$25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> 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: <input type="checkbox"/> Other:	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	_____ JUDGE CODE: _____ Date: _____
CLERK'S VERIFICATION	
Collected by: _____ Date Filed: _____ <input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AMBER JOHNSON,

PLAINTIFF,

v.

STANLEY E. ALEXANDER,
MARIO S. INGLESE AND MARIO
S. INGLESE, PC,

DEFENDANTS.

COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No. 09-CP-10-6529

PLAINTIFF'S NOTICE AND
MOTION FOR PARTIAL
SUMMARY JUDGMENT

TO: ROBERT F. GOINGS, ESQ., ATTORNEY FOR DEFENDANT
STANLEY E. ALEXANDER, ESQ.:

PLEASE TAKE NOTICE that at such time and place as may be set by the Court, no sooner than 10 days from the date hereof, Plaintiff Amber Johnson will move before the Court for an order granting partial summary judgment in her favor. The basis for this request is outlined below and also based upon the attached documents.

2011 JAN 14 PM 2:00
JULIE J. ARMSTRONG
CLERK OF COURT
BY Julie J. Armstrong

FILED

2011-702

Summary Judgment is Proper Because Alexander Admits Duties and Breaches Thereof Resulting in Damage to Johnson.

Plaintiff Ms. Amber Johnson moves, pursuant to SCRC, Rule 56 for partial summary judgment as to liability, including causation as to Defendant Stanley Alexander, Esq. Summary judgment is proper because Mr. Alexander's own sworn testimony and admissions establish liability and causation. Summary judgment is proper when there is no genuine issue of material fact. As Mr. Alexander concedes and admits the duties he owed were breached and other facts relevant to the motion, partial summary judgment in favor of Ms. Johnson as to Mr. Alexander's liability and causation is proper.

Alexander Represented Ms. Johnson at a Real Estate Closing

It is not disputed that Mr. Alexander represented Ms. Amber Johnson in a real estate closing. Depo. Alexander, p. 9. (*See* Ex. A attached – Stanley Alexander's Deposition.) Ms. Johnson purchased property at that closing. Shortly after the closing, it was realized that the property had been previously sold at a tax sale the year before and had been deeded to a new owner. Depo. Alexander, p. 12, 9-13. (Ex. A.)

Alexander Failed to Ensure Johnson Got Property Free and Clear.

Mr. Alexander concedes he had a duty to make sure Ms. Johnson got the purchased property free and clear with good and marketable title. He failed to

ensure that Ms. Johnson got the property free and clear with good and marketable title. As a result, Ms. Johnson has damages flowing from Mr. Alexander's breaches.

Johnson Suffered As A Result Thereof

As a result of Alexander's negligence, Johnson failed to get the property, and had resulting damage. For example, Ms. Johnson could not rent or resale the house and property. Depo. Alexander, p. 14. (Ex. A.)

ARGUMENT

The following is admitted by Mr. Alexander's sworn testimony:

Duty of Alexander

1. Alexander had a duty or responsibility to make sure Ms. Johnson got the property free and clear with good and marketable title. Alexander Depo. p. 102, lines 13-16; p. 16, lines 16-20. (Ex. A.)
2. As a result of the closing conducted by Alexander, Ms. Johnson was supposed to get good and marketable title. Alexander Depo. p. 16, lines 4-6 and lines 16-24. (Ex. A.)

Breach/Failure by Alexander

3. There was a failure in the title and Ms. Johnson did not get a marketable title to the property. Alexander Depo. p. 16, lines 7-12. (Ex. A.)
4. As a result of the failure of title, Ms. Johnson could not sell the house or convey clear title. Alexander Depo. pp. 14-15. (Ex. A.)

Proximate Cause Resulting in Damage to Johnson

5. Ms. Johnson suffered direct, incidental and consequential damage as a result of the subject property being transferred by virtue of the tax deed. Depo Alexander, p. 98, lines 9-15. (Ex. A.)
6. Because of this situation, Ms. Johnson could not rent or resale the house. Depo. Alexander, p. 14, 14-17 (Ex. A.) and letter. (Ex. B.)
7. Mr. Alexander testified that because of the tax deed, Ms. Johnson could not sell, rent or dispose of the property. Depo. Alexander, pp. 19-20. (Ex. A.)

Reliance by Johnson on Alexander

8. Ms. Johnson relied upon Alexander telling her she was getting good and marketable title. Depo. Alexander, p. 99. (Ex. A.)

Foreseeable

9. It is foreseeable that a purchaser would end up in litigation concerning the property problems, need to hire a lawyer and incur costs associated with that litigation. Depo. Alexander, pp. 17-18. (Ex. A.)
10. Mr. Alexander testified that it was foreseeable that the purchaser would be "in some litigation or negotiation to get the problem resolved." Depo. Alexander, p. 18, lines 22-24. (Ex. A.)

No Fault of Johnson

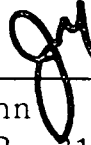
11. Ms. Johnson was put into the situation through no fault of her own and because of the litigation the property has been out of Ms. Johnson's control. Depo. Alexander, Ex. 2 thereto (Letter by Stanley E. Alexander Dated July 13, 2009 attached as Ex. B).

Additionally, Ms. Johnson's expert has not been refuted. Thus, liability and causation has been established.

CONCLUSION

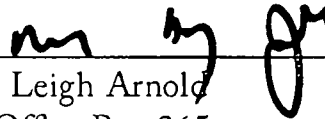
As the Defendant Alexander has admitted that he had certain duties that he breached and that resulted in damage, the Court should grant Ms. Johnson's motion for partial summary judgment as to liability. Following the grant of partial summary judgment, the court should set a hearing on damages.

KAHN LAW FIRM, LLC



Justin S. Kahn
Post Office Box 31397
Charleston, South Carolina 29417-1397
Telephone (843) 577-2128
Facsimile (843) 577-3538
email to: jskahn@kahnlawfirm.com

MARY LEIGH ARNOLD, P.A.



Mary Leigh Arnold
Post Office Box 265
Mt. Pleasant, South Carolina 29465
Telephone (843) 971-6053
Facsimile (843) 971-6055
email: Sammie@maryarnoldlaw.com
ATTORNEYS FOR PLAINTIFF
AMBER JOHNSON

Charleston, South Carolina
January 13, 2011

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing has been served upon all counsel by United States mail, with sufficient postage affixed thereto this 13th day of January 2011.


Signed:  _____

EXHIBIT A

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Case No. 2009-CP-10-6259

3 AMBER JOHNSON,)
4 Plaintiff,)
5 -vs-)
6 STANLEY E. ALEXANDER,)
7 MARIO S. INGLESE AND)
8 MARIO S. INGLESE, PC,)
9 Defendants.)

VIDEOTAPED DEPOSITION OF:
STANLEY E. ALEXANDER, ESQ.

COPY

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Given before Raymond E. Swartz, Notary
Public and Certified Court Reporter, in the Kahn Law
Firm, 562 Savannah Highway, Charleston, South Carolina on
Thursday, December the 16th, 2010, commencing at 10:25
o'clock, a. m.

RAYMOND E. SWARTZ, CSR
Professional Court Reporter
"A Timeless Standard of Excellence"

1 A Yes.

2 Q Alright, this is a letter you wrote?

3 A Yes.

4 Q And you recognize it as a accurate copy of a
5 letter you wrote?

6 A Yes.

7 Q In this letter you state that -- and this is a
8 letter you wrote to the Florida State Bar Association, or
9 for the Florida State Bar Association?

10 A Yes.

11 Q And it was concerning Amber Johnson, who is the
12 plaintiff in this matter?

13 A Yes.

14 Q And in the letter you state that you are
15 acquainted with and have done work for Mrs. Amber
16 Johnson? Is that right?

17 A Yes.

18 Q And the work you have done for Amber Johnson in
19 the past is as an attorney for her? Right?

20 A Yes.

21 Q And there is no dispute you were her attorney
22 in the closing that's at issue in this case? Right?

23 A Right.

24 Q And when you stated you had done work for Mrs.
25 Johnson in the past, was that before the closing that

1 A Yes.

2 Q And you state that the loan was closed on
3 September 14th, 2006, which is the loan related to the
4 particular closing we are talking about? Right?

5 A Correct.

6 Q And that's the date of the closing that you
7 handled?

8 A Yes.

9 Q And you state in there "shortly thereafter we
10 were told that the property had been sold at a tax sale
11 the year before and had now been deeded to the new
12 owner." Do you see that?

13 A Yes.

14 Q When you say shortly thereafter you were told
15 that the property had been sold at a tax sale the year
16 before, at what point in time is that? When were you
17 informed that the property had been sold at a tax sale
18 the year before?

19 A I do not remember exactly.

20 Q And in terms of a frame of reference, it
21 appears that in October of 2006 Mrs. Johnson had a
22 contract to sell her property that she had purchased in
23 September. Were you aware of that? And I'll show you a
24 copy of it.

25 MR. GOINGS: Object to the form of the

1 2006?

2 A I don't know.

3 Q Okay. How would you define the words shortly
4 thereafter, or what did that mean to you when you wrote
5 this letter? Sometime within a few weeks?

6 A Six months to a year.

7 Q Okay. So sometime under six months to a year
8 was what you mean by shortly thereafter?

9 A Correct.

10 Q If at some time during the deposition some
11 light bulb goes off or you remember what you meant by
12 shortly thereafter, would you stop and let us know?

13 A Yes.

14 Q Alright. And you said "unfortunately, because
15 of this situation Mrs. Johnson could not rent or resale
16 the house." Do you see that?

17 A Yes.

18 Q And that's why I was showing you this contract
19 to see if that refreshed your recollection that you had
20 some kind of awareness that she was unable to sell the
21 house or rent the house because of this. Does that ring
22 any bells?

23 A No. Just because of the situation, I mean, was
24 such she couldn't rent or sell the house.

25 Q And why was that?

1 A Because there was a failure in the title.

2 Q And can you explain that to me, please?

3 A Well, if a third party had a deed to it, she
4 couldn't convey title at that time.

5 Q I'm sorry, say that again?

6 A If a third party had a deed to the property,
7 the people that bought it at the tax sale...

8 Q Okay.

9 A ...she could not convey a clear title.

10 Q Alright. Because the tax deed had been issued
11 to Westwood, Amber Johnson no longer had the ability to
12 deed or do anything with the property? Right?

13 A Well, that's actually really not true because
14 just like any liens, they could have paid them off and
15 got the title.

16 Q But at the time that Westwood had the deed to
17 the property Amber Johnson doesn't have any rights to the
18 property? Right?

19 A Well, I think she had as much rights as they
20 had to the property. She had a deed from the rightful
21 owner.

22 Q Okay.

23 A And the rightful owner gave her a deed saying
24 that there was no problem with the property.

25 Q Okay. So your understanding was that when Mrs.

1 Johnson bought this property she was to get a fee simple
2 title from the seller?

3 A Certainly.

4 Q Right? And she was supposed to have good and
5 marketable title?

6 A Correct.

7 Q And she in fact did not get good and marketable
8 title? Correct?

9 A No.

10 Q I'm not correct, or no, she didn't get it?

11 A I'm saying she didn't get a marketable title to
12 it.

13 Q Alright. And you were hired, or you were her
14 attorney for this closing? Right?

15 A Correct.

16 Q And you had responsibility to make sure that
17 she got good and marketable title? Correct?

18 MR. GOINGS: Object to the form of the
19 question.

20 A Correct.

21 Q And that's one of the responsibilities of a
22 lawyer handling the closing, representing a purchaser?
23 Right?

24 A Correct.

25 Q And in 2006 a lawyer practicing good and

1 prudently would, while representing a purchaser, would
2 make sure that the purchaser is getting good and
3 marketable title? Correct?

4 MR. GOINGS: Object to the form of the
5 question.

6 Q Is that correct?

7 A Well, that would be your job, sure.

8 Q The -- and if a purchaser doesn't get good and
9 marketable title to the property it can cause the
10 purchaser problems? Correct?

11 A Yes, it can.

12 Q And what are some of the kinds of problems it
13 can cause that purchaser?

14 A Well, I wouldn't -- well, it would depend, I
15 guess on the circumstances. I wouldn't begin to say
16 what.

17 Q Alright.

18 A You know, sometimes you can -- sometimes the
19 problems can be worked out.

20 Q Well, one of the problems that foreseeably^o
21 could be is that the purchaser could no longer sell or
22 rent the property? Right?

23 A Right.

24 Q And another foreseeable problem is that the
25 purchaser would end up in litigation concerning that?

1 Right?

2 A Right.

3 Q And another foreseeable problem would be that
4 the purchaser would end up needing to hire a lawyer to
5 deal with that litigation? Right?

6 MR. GOINGS: Object to the form of the
7 question.

8 A Yes.

9 Q And another foreseeable problem that could
10 result from that is that the purchaser would have to
11 incur costs associated with that litigation?

12 MR. GOINGS: Objection.

13 A Yeah.

14 Q Another foreseeable problem is that the
15 purchaser's credit could be affected?

16 MR. GOINGS: The same objection.

17 A Well, I wouldn't necessarily say that's a
18 problem.

19 Q Okay. Well, what are the other kinds of
20 problems that are foreseeable as a result of a closing
21 lawyer not giving a purchaser good and marketable title?

22 A Well, the only ones I foresee could be involved
23 in some litigation or negotiation to get the problem
24 resolved.

25 Q Okay. Now, you state in your letter that

1 "Likewise, because of the litigation with the title
2 insurance company the property has been out of Ms.
3 Johnson's control, and still is." Now, can you explain
4 what you meant by that, please?

5 A Well, when I say that, she could not -- well,
6 she could not completely -- she could not sell it to
7 convey title. She could have sold her interest in it but
8 she could not sell the property to a third party, is what
9 I meant.

10 Q Okay.

11 A And she couldn't rent it to a third party.

12 Q She what?

13 A She could not rent it to a third party.

14 Q Okay. She basically couldn't dispose of the
15 property or really make full use of it? Right?

16 A Right.

17 Q In terms of -- and you also put in here that
18 she was put into the situation she is in through no fault
19 of her own. Do you see that?

20 A I do.

21 Q Do you believe that's a true statement?

22 A Well, not completely now. I did not know some
23 of the facts at that time. I mean, I presume she was
24 paying them off and doing anything she could do -- what I
25 was saying was the tax deed was not her problem.

1 Q Okay. Or not her fault?

2 A Right. Yeah, not her problem.

3 Q It was her problem?

4 A Yeah.

5 Q And how was this tax deed her problem?

6 A Well, she would still have the property. It
7 was a problem to be resolved.

8 Q The issuance of the tax deed made it such that
9 Mrs. Johnson was no longer able to sell the property?
10 Right?

11 A Correct.

12 Q And the issuance of the tax deed was such that
13 Mrs. Johnson was no longer able to rent the property?

14 A Correct.

15 Q The issuance of the tax deed put Mrs. Johnson
16 in a position where she was going to end up in litigation
17 over all of this?

18 A Well, not necessarily. The lender's title
19 insurance would have straightened it out, which it did,
20 and tried to put the title back in her hands, as I
21 understand it.

22 Q Alright. Well, have you reviewed all of the
23 documents associated with the title insurer's attempt to
24 quitclaim the property back to Mrs. Johnson?

25 A No, I have not.

1 A Yes.

2 Q And paragraph 47 states as a result of this
3 breach, Alexander has suffered direct, incidental, and
4 consequential damages because, upon information and
5 belief, the subject property was transferred by virtue of
6 a tax deed for past taxes due and owing for the year of
7 2004. Is that a true statement?

8 A Yes.

9 Q And is it fair to say that if you have suffered
10 direct, incidental, and consequential damages because of
11 that, then Mrs. Johnson has suffered direct, incidental,
12 and consequential damages because of that?

13 MR. GOINGS: Object to the form of the
14 question.

15 Q Is that fair?

16 A Yeah.

17 Q Okay. On paragraph 52, on the next page? Do
18 you see that? Paragraph 52, you state Inglese owed
19 Alexander a duty of care to ensure that information
20 communicated to him was accurate, complete and truthful
21 and Alexander had a right to rely on the representations
22 of Inglese? Is that a true statement?

23 A Yes.

24 Q And is it a true statement that Mrs. Johnson
25 had a right to rely on the information you represented to

1 her at the time of closing?

2 A Yes.

3 Q including that -- and one of those
4 representations was that the title she was receiving to
5 the property was good and marketable title? Right?

6 MR. GOINGS: Object to the form of the
7 question.

8 A According to the information I had at the time,
9 yes.

10 Q Alright. And that's what you would have told
11 Mrs. Johnson? Right?

12 A Yes.

13 Q That what she was getting at the time of
14 closing was good and marketable title? Right?

15 A Yes.

16 Q I'm sorry?

17 A Yes.

18 Q And you agree that you had a duty of care to
19 ensure that the information communicated to Mrs. Johnson
20 was accurate, complete and truthful as concerning the
21 title to her property? Right?

22 A I had a duty to give her what I had as the best
23 of my knowledge at the time, yes.

24 Q Or what was capable of being within your
25 knowledge? Right?

1 Q Okay. And that was not true, was it?

2 A Well, apparently not.

3 Q Okay. The -- as part of -- you have already
4 told us that you agree that you were the attorney for
5 Mrs. Johnson and she was your client? Right?

6 A Right.

7 Q Can you tell me what responsibilities you had
8 to Mrs. Johnson at the time of this attorney/client
9 relationship?

10 A To close her loan transaction for her to the
11 best of my abilities and based on the information I had
12 at the time.

13 Q And you had a duty or responsibility to make
14 sure that she got the property free and clear with good
15 and marketable title? Right?

16 A Right.

17 Q And you -- let's go through this. We were
18 talking about Plaintiff's Exhibit Number 9. You agree
19 that as part of the relationship you had with Mrs.
20 Johnson it was a fiduciary relationship? Right?

21 A Yes.

22 Q And that's one of trust and confidence? Yes?

23 A Yes.

24 Q And a fiduciary relationship means that you
25 have to put the interests of your client above your own

EXHIBIT B

STANLEY E. ALEXANDER
Attorney at Law
1102 Ventura Place
Mount Pleasant, South Carolina 29464
E-mail address: S.ALEXANDER1@COMCAST.NET

PHONE/FAX: (843) 388-9497

MOBILE: (843) 813-7273

July 13, 2009

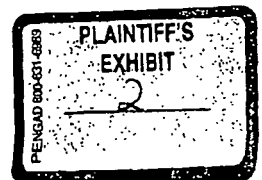
Florida State Bar Association

Re: Amber Johnson

To Whom It May Concern:

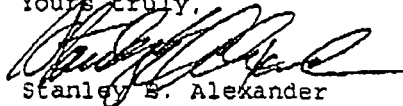
I am acquainted with and have done work for Ms. Amber Johnson and I am very impressed with her and I think she would make a fine lawyer.

I have been asked to address the property issue that I understand is causing a problem for Ms. Johnson in regards to taking the bar exam. I was asked by a mortgage broker, who I have known for some time, if I would close a loan for some friends of hers. She apparently was friends of Ms. Johnson's parents. She informed me that another law firm was supposed to close the loan, but for some reason had to back out. I was asked if I would buy the title work from the other law firm, and I did. The loan closed on September 14, 2006; shortly thereafter we were told that the property had been sold at a tax sale the year before and had now been deeded to the new owner. Unfortunately because of the situation Ms. Johnson could not rent or resale the house. Likewise because of the litigation with the title insurance company the property has been out of Ms. Johnson's control, and still is. She was put into the situation she is in through no fault of her own.



If you need any further information from me, or if you have any questions, please do not hesitate to call.

Yours truly,

A handwritten signature in black ink, appearing to read "Stanley B. Alexander", written in a cursive style.

Stanley B. Alexander

KAHN LAW FIRM, LLC

562 SAVANNAH HIGHWAY
CHARLESTON, SC 29407
PHONE 843.577.2128
FAX 843.577.3538
WWW.KAHNLAWFIRM.COM

MAILING ADDRESS
PO Box 31397
CHARLESTON, SC 29417-1397
E-MAIL JSKAHN@KAHNLAWFIRM.COM

ELLIS I. KAHN*^
JUSTIN S. KAHN*^

January 13, 2011

Hon. Julie J. Armstrong
Charleston County Clerk of Court
106 Judicial Center
100 Broad St.
Charleston, SC 29401

Re: Amber Johnson v. Stanley Alexander, et al.
Case No.: 09-CP-10-6529

Dear Ms. Armstrong:

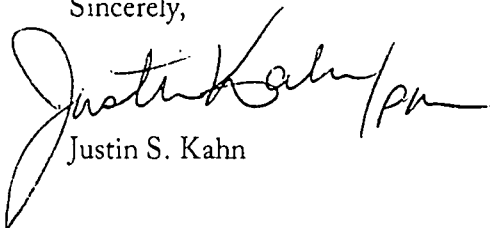
Enclosed for filing is an original and one copy of Plaintiff's Notice and Motion for Partial Summary Judgment along with the motion slip and check for the filing fee.

Please file the original, mark the copy filed and return it to us in the enclosed, postage-prepaid envelope.

By copy of this letter I am serving all counsel with a copy of this motion.

Thank you very much.

Sincerely,



Justin S. Kahn

JSK/pm
Encl.

cc: Robert F. Goings, Esq. (via U.S. Mail, w/encl.)
Derek F. Dean, Esq. (via U.S. Mail, w/encl.)
Mary Leigh Arnold, Esq. (via email, w/encl.)
Ms. Amber Johnson (via email, w/encl.)

STATE OF SOUTH CAROLINA) : IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) Case No. 2009-CP-10-~~6259~~

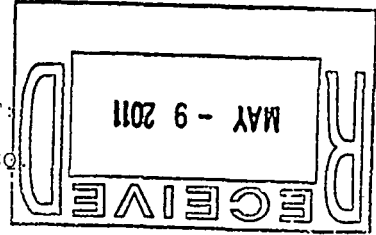
6529

AMBER JOHNSON,)
)
Plaintiff,)

-vs-

VIDEOTAPED DEPOSITION OF:
STANLEY E. ALEXANDER, ESQ.

STANLEY E. ALEXANDER,)
MARIO S. INGLESE AND)
MARIO S. INGLESE, PC,)
)
Defendants.)



Given before Raymond E. Swartz, Notary
Public and Certified Court Reporter, in the Kahn Law
Firm, 562 Savannah Highway, Charleston, South Carolina on
Thursday, December the 16th, 2010, commencing at 10:25
o'clock, a. m.

RAYMOND E. SWARTZ, CSR
Professional Court Reporter
"A Timeless Standard of Excellence"

1 Q And at the time of the closing you handled in
2 September of 2006, you were not aware of the fact that
3 the property had been sold at a tax sale? Correct?

4 A Correct.

5 Q And you agree that a closing lawyer handling a
6 closing is required to determine something like whether
7 or not the property had been sold at a tax sale...?

8 A Well....

9 MR. GOINGS: Object.

10 Q ...before going forward with the closing?

11 MR. GOINGS: Object to the form of the
12 question.

13 A To the best of his ability.

14 Q Okay. And the best of his ability requires
15 that that lawyer exercise good and prudent judgment and
16 use the tools available to him to determine that? Right?

17 MR. GOINGS: Same objection.

18 A Correct.

19 Q The...?

20 MR. KAHN: Let's take a break. Before we
21 started you said I may need to take a quick
22 break, so let's take a break real quick.

23 (The deposition went off the record for a brief
24 period.)

25 Q Alright, we're back from our break. A little

1 And I'm looking at the date on the second page. Is that
2 right?

3 A Correct.

4 Q And as a result of this tax deed Amber Johnson
5 was no longer the owner of the property? Right?

6 A Well, I think she was the owner of a title, but
7 these people had a lien on it, more or less, the way I
8 look at it.

9 Q Well, is it fair to say that Westwood had a
10 superior claim to the property over Mrs. Johnson?

11 MR. GOINGS: Object to the form of the
12 question.

13 A I really wouldn't say there was a superior
14 claim because she had the title from the rightful owner.

15 Q Well, is it fair to say that this created a
16 cloud on her title?

17 A Yes.

18 Q And is it fair to say that Mrs. Johnson no
19 longer had good and marketable title as a result of this
20 tax lien?

21 A Yes.

22 Q Is it fair to say that as a result of your
23 failure to determine anything to do with the tax sale
24 that took place in 2005 that Mrs. Johnson had a cloud on
25 her title?

1 MR. GOINGS: Object to the form of the
2 question.

3 A No.

4 Q And why do you say "no?"

5 A Because I relied on the title work of a
6 perfectly capable attorney.

7 Q Alright. You agree that ultimately it's the
8 responsibility of the lawyer handling the closing to
9 ensure that the papers, including the title work, is
10 proper?

11 MR. GOINGS: Object to the form of the
12 question.

13 A Well, unless you are going to do the title
14 again, I don't know how you would do that. And I don't
15 know any lawyer who is going to check the title again
16 after he paid for someone else to check the title.

17 Q Well, is it fair to say, though, in the context
18 of this case that it was your responsibility to make sure
19 that Mrs. Johnson was receiving good and marketable
20 title?

21 MR. GOINGS: Object to the form of the
22 question.

23 A Yes.

24 Q Alright. Is it fair to say that as a result of
25 the tax sale that had taken place in 2005 that Mrs.

1 that they wouldn't have to pay me and him both. I was
2 trying to do these folks a favor.

3 Q Alright. In the end the lawyer handling the
4 closing is ultimately responsible for making sure the
5 title work is done properly? Correct?

6 MR. GOINGS: Same objection.

7 A No, I can't see that he can be responsible. I
8 mean, you engage somebody that you feel comfortable with,
9 or that is supposed to be competent. If I went back and
10 oversaw the title work, I might has well do it myself,
11 which normally I do. But...

12 Q Alright. Should you have done that here?

13 A No.

14 Q Okay. The -- do you agree that the problem
15 here for Mrs. Johnson is the title work? Right?

16 A Yes.

17 Q The title work is defective?

18 A Apparently.

19 Q Well, isn't that what you are saying?

20 A Well...

21 Q That's it? That's the...?

22 A Well, after this came to light we looked back
23 and it appears the county had made no notes anywhere that
24 it had been sold at a tax sale. Plus, they were
25 accepting current taxes and they don't do that when back

1 taxes are due. So something was not right.

2 Q Well, in any case, the title work here is
3 defective? Right?

4 MR. GOINGS: Object to the form of the
5 question.

6 Q Because it didn't pick up on the fact there was
7 a tax sale?

8 MR. GOINGS: Same objection.

9 A It did not pick up the tax sale, correct.

10 Q And a proper title work would have picked up on
11 the tax sale?

12 A Unless the county records had had it -- had
13 entered things such that you wouldn't pick up on it.

14 Q Sitting here today you can't tell us that the
15 county improperly entered information concerning the tax
16 sale that would result in a lawyer not picking up on it,
17 can you?

18 A Not improperly, but -- I remember because they
19 didn't make a note of it. We go back and look at the
20 back taxes and it says paid, period.

21 Q For what year?

22 A For every year that we looked at since....

23 Q When did you look?

24 A Since this has all come to light. I don't have
25 the....

1 Q But before the closing you didn't look?

2 A No, because I had this sheet right here showing
3 that the back taxes were paid.

4 Q And that sheet right here is reflected on --
5 can I see the Plaintiff's Exhibit number, please? It's
6 Plaintiff's Exhibit Number 8 and you're pointing to the
7 third or fourth page? I can't...?

8 A Back taxes paid, the last page of it.

9 Q But in fact the back taxes were not paid, which
10 is why the property was sold at a tax sale? Right?

11 MR. GOINGS: Object to the form of the
12 question.

13 A Well, also from what I have found it appeared
14 that the taxes were paid.

15 Q You said what you have found. Have you
16 presented that argument to the county in an effort to
17 help Mrs. Johnson?

18 A Well, we did at the time when I got the lawyer,
19 I turned all that over. Like I said, since you were in
20 litigation, that you all would take care of that. I sent
21 you the documents where it appears that the mortgage
22 company paid those taxes.

23 Q Okay. But there has been no determination that
24 that in fact happened? Correct?

25 A No.

1 her at the time of closing?

2 A Yes.

3 Q including that -- and one of those
4 representations was that the title she was receiving to
5 the property was good and marketable title? Right?

6 MR. GOINGS: Object to the form of the
7 question.

8 A According to the information I had at the time,
9 yes.

10 Q Alright. And that's what you would have told
11 Mrs. Johnson? Right?

12 A Yes.

13 Q That what she was getting at the time of
14 closing was good and marketable title? Right?

15 A Yes.

16 Q I'm sorry?

17 A Yes.

18 Q And you agree that you had a duty of care to
19 ensure that the information communicated to Mrs. Johnson
20 was accurate, complete and truthful as concerning the
21 title to her property? Right?

22 A I had a duty to give her what I had as the best
23 of my knowledge at the time, yes.

24 Q Or what was capable of being within your
25 knowledge? Right?

1 A Yes.

2 MR. GOINGS: Object to the form of the
3 question.

4 A Was it within your power and abilities to
5 determine whether or not the property that she was buying
6 was free and clear of taxes. liens or encumbrances? Did
7 you have the ability to determine that?

8 A Yes, I could have gone back and rechecked
9 everything.

10 Q Okay.

11 A But there would be no sense in paying someone
12 to do it if I was going to do that.

13 Q You had the ability to determine those things?
14 Right? That is you had the ability to determine whether
15 or not the property she was buying was free of liens,
16 encumbrances, and taxes?

17 A Well, at that time I am not sure, because every
18 time we looked back at the tax year it said paid. It
19 didn't say sold, it said paid.

20 Q Did you have the ability to determine whether
21 or not the property had been sold at a tax sale?

22 MR. GOINGS: Object to the form. Asked
23 and answered.

24 A I do now.

25 Q Well, did you not have the ability in September

1 of 2006 to determine if the property had been sold at a
2 tax sale?

3 MR. GOINGS: Same objection.

4 A Well, when we looked back at the tax records
5 they said the taxes were paid and they accepted the
6 current taxes, which they would not do if there are prior
7 back taxes on the property.

8 Q My question was did you have the ability to
9 determine whether or not the property had been sold at a
10 tax sale in September of 2006?

11 MR. GOINGS: Objection. You have asked
12 the question five times and he's answered it.
13 I don't think you need to ask it again.

14 A No.

15 Q You did not have that ability?

16 A No.

17 Q Did you communicate to Mrs. Johnson that you
18 did not have the ability to determine whether or not the
19 property had been sold at a tax sale prior to having this
20 closing?

21 A No.

22 Q Would that be important information for Mrs.
23 Johnson to have before conducting a closing?

24 A It would have been, except all the taxes -- all
25 the tax records said paid and that's what we told her.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Amber Johnson,)
Plaintiff,)
vs.)
Stanley E. Alexander, Mario S. Inglese, and)
Mario S. Inglese, PC,)
Defendants,)
Mario S. Inglese and Mario S. Inglese, PC,)
Third-Party Plaintiff,)
vs.)
Charles Feeley,)
Third-Party Defendant)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CIVIL ACTION NUMBER: 09-CP-10-6529

FILED
2011 MAY 25 PM 3:12
JULIE J. HIRST
CLERK OF COURT

**DEFENDANT ALEXANDER
MEMORANDUM IN OPPOSITION TO
PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Defendant Stanley E. Alexander ("Alexander") submits this memorandum of law in opposition to Plaintiff's Motion for Partial Summary Judgment. Plaintiff moves for summary judgment as to liability.

FACTS

This is a legal malpractice action arising from a real estate closing that occurred in September 2006. Plaintiff Amber Johnson ("Johnson") purchased a single family house located at 2640 Ranger Drive in North Charleston, South Carolina for \$75,000.00. Johnson applied for and obtained 100% financing through a lender.¹ Defendant Mario S. Inglese ("Inglese") was

¹ As discussed below, Johnson submitted a false and fraudulent mortgage application for purposes of obtaining financing to purchase this property. Among other misrepresentations, the application falsely claimed she would be an owner-occupant of the property.



EXHIBIT 4

STATE OF SOUTH CAROLINA)
: IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) Case No. 2009-CP-10-6259

AMBER JOHNSON,)
)
Plaintiff,)

-vs-

STANLEY E. ALEXANDER,)
MARIO S. INGLESE AND)
MARIO S. INGLESE, PC,)
Defendants.)

VIDEOTAPED DEPOSITION OF:
STANLEY E. ALEXANDER, ESQ.

Given before Raymond E. Swartz, Notary
Public and Certified Court Reporter, in the Kahn Law
Firm, 562 Savannah Highway, Charleston, South Carolina on
Thursday, December the 16th, 2010, commencing at 10:25
o'clock, a. m.

RAYMOND E. SWARTZ, CSR
Professional Court Reporter
"A Timeless Standard of Excellence"

1 A Well, if I had checked the title I may have
2 found it, but because the title had been checked...

3 Q Okay. So you were relying on the work of
4 someone else?

5 A Yes.

6 MR. GOINGS: Objection.

7 Q And you agree, though, that ultimately it's
8 your responsibility? Right?

9 A The closing is my responsibility but I think I
10 have a right to rely on a proper -- when somebody gives
11 me a title search and I pay for it, I have a right to
12 rely on it.

13 Q And the person who does the title search, in
14 your mind, is your agent?

15 MR. GOINGS: Object to the form of the
16 question.

17 Q That's somebody you hired?

18 A Well, normally, yes, but in this case, no. If
19 I understand it right, the Johnsons already engaged Mario
20 to do the closing. For some reason he didn't do the
21 closing and I was asked to do them and take over his
22 title work. They knew that I was using his title work.

23 Q So you...?

24 A They knew that I was using his title work. They
25 knew I was taking over for him and I was paying him so

1 that they wouldn't have to pay me and him both. I was
2 trying to do these folks a favor.

3 Q Alright. In the end the lawyer handling the
4 closing is ultimately responsible for making sure the
5 title work is done properly? Correct?

6 MR. GOINGS: Same objection.

7 A No, I can't see that he can be responsible. I
8 mean, you engage somebody that you feel comfortable with,
9 or that is supposed to be competent. If I went back and
10 oversaw the title work, I might has well do it myself,
11 which normally I do. But...

12 Q Alright. Should you have done that here?

13 A No.

14 Q Okay. The -- do you agree that the problem
15 here for Mrs. Johnson is the title work? Right?

16 A Yes.

17 Q The title work is defective?

18 A Apparently.

19 Q Well, isn't that what you are saying?

20 A Well...

21 Q That's it? That's the...?

22 A Well, after this came to light we looked back
23 and it appears the county had made no notes anywhere that
24 it had been sold at a tax sale. Plus, they were
25 accepting current taxes and they don't do that when back

1 taxes are due. So something was not right.

2 Q Well, in any case, the title work here is
3 defective? Right?

4 MR. GOINGS: Object to the form of the
5 question.

6 Q Because it didn't pick up on the fact there was
7 a tax sale?

8 MR. GOINGS: Same objection.

9 A It did not pick up the tax sale, correct.

10 Q And a proper title work would have picked up on
11 the tax sale?

12 A Unless the county records had had it -- had
13 entered things such that you wouldn't pick up on it.

14 Q Sitting here today you can't tell us that the
15 county improperly entered information concerning the tax
16 sale that would result in a lawyer not picking up on it,
17 can you?

18 A Not improperly, but -- I remember because they
19 didn't make a note of it. We go back and look at the
20 back taxes and it says paid, period.

21 Q For what year?

22 A For every year that we looked at since....

23 Q When did you look?

24 A Since this has all come to light. I don't have
25 the....

1 Q But before the closing you didn't look?

2 A No, because I had this sheet right here showing
3 that the back taxes were paid.

4 Q And that sheet right here is reflected on --
5 can I see the Plaintiff's Exhibit number, please? It's
6 Plaintiff's Exhibit Number 8 and you're pointing to the
7 third or fourth page? I can't...?

8 A Back taxes paid, the last page of it.

9 Q But in fact the back taxes were not paid, which
10 is why the property was sold at a tax sale? Right?

11 MR. GOINGS: Object to the form of the
12 question.

13 A Well, also from what I have found it appeared
14 that the taxes were paid.

15 Q You said what you have found. Have you
16 presented that argument to the county in an effort to
17 help Mrs. Johnson?

18 A Well, we did at the time when I got the lawyer,
19 I turned all that over. Like I said, since you were in
20 litigation, that you all would take care of that. I sent
21 you the documents where it appears that the mortgage
22 company paid those taxes.

23 Q Okay. But there has been no determination that
24 that in fact happened? Correct?

25 A No.

1 A Yes.

2 Q And paragraph 47 states as a result of this
3 breach, Alexander has suffered direct, incidental, and
4 consequential damages because, upon information and
5 belief, the subject property was transferred by virtue of
6 a tax deed for past taxes due and owing for the year of
7 2004. Is that a true statement?

8 A Yes.

9 Q And is it fair to say that if you have suffered
10 direct, incidental, and consequential damages because of
11 that, then Mrs. Johnson has suffered direct, incidental,
12 and consequential damages because of that?

13 MR. GOINGS: Object to the form of the
14 question.

15 Q Is that fair?

16 A Yeah.

17 Q Okay. On paragraph 52, on the next page? Do
18 you see that? Paragraph 52, you state Inglese owed
19 Alexander a duty of care to ensure that information
20 communicated to him was accurate, complete and truthful
21 and Alexander had a right to rely on the representations
22 of Inglese? Is that a true statement?

23 A Yes.

24 Q And is it a true statement that Mrs. Johnson
25 had a right to rely on the information you represented to

1 her at the time of closing?

2 A Yes.

3 Q including that -- and one of those
4 representations was that the title she was receiving to
5 the property was good and marketable title? Right?

6 MR. GOINGS: Object to the form of the
7 question.

8 A According to the information I had at the time,
9 yes.

10 Q Alright. And that's what you would have told
11 Mrs. Johnson? Right?

12 A Yes.

13 Q That what she was getting at the time of
14 closing was good and marketable title? Right?

15 A Yes.

16 Q I'm sorry?

17 A Yes.

18 Q And you agree that you had a duty of care to
19 ensure that the information communicated to Mrs. Johnson
20 was accurate, complete and truthful as concerning the
21 title to her property? Right?

22 A I had a duty to give her what I had as the best
23 of my knowledge at the time, yes.

24 Q Or what was capable of being within your
25 knowledge? Right?

1 A Yes.

2 MR. GOINGS: Object to the form of the
3 question.

4 A Was it within your power and abilities to
5 determine whether or not the property that she was buying
6 was free and clear of taxes. liens or encumbrances? Did
7 you have the ability to determine that?

8 A Yes, I could have gone back and rechecked
9 everything.

10 Q Okay.

11 A But there would be no sense in paying someone
12 to do it if I was going to do that.

13 Q You had the ability to determine those things?
14 Right? That is you had the ability to determine whether
15 or not the property she was buying was free of liens,
16 encumbrances, and taxes?

17 A Well, at that time I am not sure, because every
18 time we looked back at the tax year it said paid. It
19 didn't say sold, it said paid.

20 Q Did you have the ability to determine whether
21 or not the property had been sold at a tax sale?

22 MR. GOINGS: Object to the form. Asked
23 and answered.

24 A I do now.

25 Q Well, did you not have the ability in September

1 of 2006 to determine if the property had been sold at a
2 tax sale?

3 MR. GOINGS: Same objection.

4 A Well, when we looked back at the tax records
5 they said the taxes were paid and they accepted the
6 current taxes, which they would not do if there are prior
7 back taxes on the property.

8 Q My question was did you have the ability to
9 determine whether or not the property had been sold at a
10 tax sale in September of 2006?

11 MR. GOINGS: Objection. You have asked
12 the question five times and he's answered it.
13 I don't think you need to ask it again.

14 A No.

15 Q You did not have that ability?

16 A No.

17 Q Did you communicate to Mrs. Johnson that you
18 did not have the ability to determine whether or not the
19 property had been sold at a tax sale prior to having this
20 closing?

21 A No.

22 Q Would that be important information for Mrs.
23 Johnson to have before conducting a closing?

24 A It would have been, except all the taxes -- all
25 the tax records said paid and that's what we told her.

1 A Yes, I did.

2 Q How did you know her?

3 A The manager of the City Financial in
4 Summerville bought a house and I was working it for her
5 and her loan fell through, how she was buying it. If you
6 all have worked with mortgage brokers out of state,
7 things will go for months and months and all of a sudden
8 things fall through and you have to scramble around. And
9 Candy found her another mortgage very quickly with a bank
10 that I really liked working with, so I thought the lady
11 seemed pretty sharp. And that was the first I had ever
12 met her. And then she called me when this came up and
13 she said do you remember me?, and I said yes, I do, and
14 she said I've got three loans I want you to close, and I
15 said fine. And I believe after she gave me the loans she
16 then said well, would you mind paying for this title work
17 we have already had done, to keep the Johnsons from
18 having to pay twice? And I said, no. I'm used to that.
19 I would do that every now and then. And I try to be
20 accommodating to another lawyer, or somebody else, so I
21 told her no, I didn't mind paying for the title work.

22 Q Alright. So it was your understanding from
23 Candy Ryan that Mario Inglese's law firm had already done
24 the title work on these two parcels, or had someone
25 perform the title work?

1 A Yes.

2 Q And then you purchased the results of those
3 title abstracts?

4 A Right.

5 Q From his office?

6 A Right.

7 Q And you said earlier you don't recall who Mrs.
8 Johnson's realtor was for this closing?

9 A I don't. It was a black lady but I have no
10 idea what the name was.

11 Q Alright. And your previous testimony was that
12 the Johnsons engaged Mario initially to do this closing
13 and then apparently it got shifted over to you. What's
14 the basis for that testimony? What was your
15 understanding of...?

16 A That was my understanding from Ms. Ryan, that
17 Mario was supposed to do the closing but for some reason
18 he couldn't, or didn't. I didn't even know why not, but
19 I thought it was maybe a timing situation but I didn't
20 ask. I mean, you know, three closings at one time, I was
21 glad to get them.

22 Q And you also testified that the Johnsons knew
23 that you were using the title work. How did they know
24 that?

25 A Well, maybe it was an assumption that if they

1 Q Alright. And he never told you that on the
2 phone?

3 A No.

4 Q And Mr. Feeley never told you that?

5 A No.

6 Q Alright. And do you know whether or not Mario
7 Inglese has ever even done a title search?

8 A No, I don't.

9 Q Alright. And are there -- I don't see any
10 communications in your file in terms of written
11 correspondence, but would there have been any exchange of
12 e-mails and correspondence with Amber Johnson?

13 A No.

14 Q Alright. How did you -- assuming that the
15 three pages on Exhibit 8, or the title abstract, and
16 there may or may not have been some more documents
17 attached, how did you take receipt of the title? Did it
18 come from Island, or did it come from Mario's office?

19 A It came from Island in a file with whatever
20 other documents they had. It was stapled and clipped
21 together.

22 Q Alright. So as far as you know, the title
23 abstract had been pulled, had been sent to Island and
24 then Island sent it to you in a package and Candy said
25 write a check back to Mario's law firm? Is that

1 accurate?

2 A Yes.

3 Q Okay.

4 A Well, I was asked will you pay for this -- you
5 know, will you pay this lawyer for the title work.

6 Q Alright. Did you receive an actual invoice
7 from Mario's firm?

8 A Yes.

9 Q Alright. From his firm or was it in the
10 Island package?

11 A It was in the package with his...

12 Q Alright. So Island Lending, or Island
13 Mortgage, whatever that entity is called, they had not
14 paid Mario's firm at that point in time?

15 A I assume not if they asked me to pay it.

16 Q But it's your testimony that there was an
17 actual invoice...?

18 A Yes.

19 Q ...to somebody from Mario's firm?

20 A Yes.

21 Q Who would that invoice have been to?

22 A I really don't think it was to anybody in
23 particular. It was just an invoice and it was hooked to
24 the front of the title book.

25 Q Alright. Just so I'm clear, your testimony is

1 that you had an invoice from somebody showing that
2 Mario's law firm was owed a hundred and some dollars?

3 A Well, it had kind of like his letterhead, so...

4 Q Alright. Well, that's not in your package, so
5 what happened to that invoice?

6 A I would say I probably sent it back to Mario.

7 Q Alright.

8 A With the check.

9 Q Okay. You mailed that check back to him?

10 A Yes.

11 Q Alright. Did you have an understanding one way
12 or another at that time as to whether Mario was making
13 any money off of the title search, or that was just a
14 pass through cost from where Charles Feeley...?

15 A I didn't know anything about Charles at the
16 time. I thought that was Mario's fee for the title work.

17 Q Alright. And do you know today whether or not
18 that was just a pass through cost to pay Charles Feeley
19 back for...?

20 A I don't know. Mario just told me later that
21 Charles did his title work for him.

22 Q Alright. Bear with me a second. You have
23 talked about some of the software glitches, for lack of
24 a better word, from the HUD-1. What kind of closing
25 software were you using back in 2006?



914 RICHLAND STREET
SUITE A-101
POST OFFICE BOX 436 (29202)
COLUMBIA, SC 29201
P 803.350.9230
F 877.789.6340
E rgoings@goingslawfirm.com

November 20, 2012

VIA HAND DELIVERY

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

Re: Amber Johnson v. Stanley Alexander
Case No.: 2009-CP-10-06529
Court of Appeals Case No.: 2011196007

Dear Ms. Kitchings:

Enclosed please find an original and seven (7) copies of Appellant's Motion to Strike and to Hold Deadlines in Abeyance along with Proof of Service and a check for \$25.00 representing payment for the applicable filing fee. Please file the original and return the filed-stamped copy to me in the enclosed envelope.

By copy of this letter I am serving these documents on all counsel. Thank you for your assistance and please feel free to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Robert F. Goings". The signature is written in a cursive style.

Robert F. Goings

cc: Stanley Alexander, Esq.
Joel W. Collins, Esq.
Justin S. Kahn, Esq.
Mary L. Arnold, Esq.

RECORDED

NOV 21 2012

SC Court of Appeals