

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

RECEIVED

JUN 08 2016

SC Court of Appeals

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

Appellate Case No: 2015-002481

Charles Taylor,.....Appellant

v.

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

AMENDED RECORD ON APPEAL

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

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VOLUME 3 OF 3
P. 1001---1208 / End

1 Q. Now, we are here today because of a
2 lawsuit in Sumter, South Carolina brought by
3 Mr. Charles Taylor.

4 Are you familiar with that lawsuit?

5 A. Yes, I am.

6 Q. Okay. At one point, did Mr. Taylor sue
7 you and your father over this incident with the truck?

8 A. Yes, he called his self suing us. For
9 what, I don't know.

10 Q. Did he drop that lawsuit, to the best of
11 your knowledge?

12 A. Brian Comer took the case. And after we
13 went through everything, I guess he said that he's
14 going to make sure he took care of that, because there
15 was no damage to the house or the truck.

16 Q. Now, before this deposition today, has
17 Mr. Taylor been in contact with you about coming to
18 this deposition at all?

19 A. I haven't heard from him or talked to
20 him.

21 Q. Okay.

22 A. He's just been sending me mail.

23 Q. Now, at one time, you lived in Sumter,
24 South Carolina, correct?

25 A. Yes, that's correct.

Page 8

1 Q. And how long did you live in Sumter,
2 South Carolina?

3 A. For a year.

4 Q. All right. And what was -- what was
5 your connection to Sumter? Did you have family in
6 Sumter?

7 A. Yes, I did. I had two nieces and my
8 daughter that was living there.

9 Q. And do they still reside there today?

10 A. My daughter, she's -- well, my niece,
11 she lives in Columbia now. She moved from Sumter.
12 She moved to Columbia now. She's still down there.
13 And my daughter and my other niece, they moved back up
14 here.

15 Q. And I'll ask you, where did you live in
16 Sumter?

17 A. 334 Myrtle Beach Highway, right next
18 door to Mr. Taylor.

19 Q. And the house at 334 Myrtle Beach
20 Highway, did you rent that from Charles Taylor?

21 A. Yes, we did.

22 Q. And who lived there with you at that
23 address?

24 A. Me, my dad, and Ms. Dana Goins.

25 Q. Now, I want to hand you what's marked as

1 Exhibit 2. It's a copy of a document that Mr. Taylor
2 provided to us that has three IDs.

3 Are you familiar with those?

4 A. Yes, I am.

5 Q. Do you know why Mr. Taylor would have
6 those three IDs?

7 A. Well, he said he needed to have it for
8 his record, you know, as far as his -- his own
9 purposes.

10 Q. And --

11 A. Oh, another thing he said, "So I can
12 make sure you weren't a criminal."

13 Q. Make sure you're not a criminal?

14 A. Right. That's what he said.

15 Q. Now, I want to hand you a photograph,
16 and we've marked this photograph as Exhibit 3. If you
17 would, Mr. Morton, could you hold that up for the
18 camera so they can see that picture and we'll show it
19 to them?

20 A. (Witness complies.)

21 Q. What is that picture of?

22 A. A picture of the house that I lived in
23 and Mr. Taylor's house too.

24 Q. All right. And point out, which one did
25 you live in?

Page 10

1 A. This one right here (indicating).

2 Q. And that's the one that looks like it's
3 got kind of a red roof?

4 A. Right. Uh-huh.

5 Q. And Mr. Taylor lived next door to you?

6 A. Mr. Taylor lived right here
7 (indicating).

8 Q. And how long did you all live there?

9 A. For a year.

10 Q. For a year?

11 A. One year.

12 Q. During the year that you, Ms. Goins, and
13 your father lived there, did you all have problems
14 with Mr. Taylor?

15 A. Quite often.

16 Q. What kind of problems did you have with
17 Mr. Taylor?

18 A. Him going up on the rent. Him not
19 taking care of things that he needed to do as far as
20 the kitchen. We didn't have a kitchen. Just -- just
21 quite a few just annoying problems. You know, he just
22 always had something going on.

23 Q. And before this lawsuit over the claim
24 about the truck, had Mr. Taylor taken you, Ms. Goins,
25 or your father to court before?

1 A. Yes, he did.

2 Q. What did he take you to court for
3 before?

4 A. He took us to court because he wanted us
5 to -- to get out because he wanted to go up on the
6 rent, and we wasn't trying to pay that because we had
7 a year's lease, and, you know, I didn't see that he's
8 supposed to go up on the rent on us every three
9 months. So we wound up going to court. I think twice
10 we went to court.

11 Q. Now, the house that you rented from
12 Mr. Taylor, the one with the red roof, what kind of
13 shape was it in when you got there?

14 A. It was in pretty good shape, but it just
15 didn't have everything it was supposed to have in the
16 house.

17 Q. Like what?

18 A. It was -- it was -- the kitchen wasn't
19 complete at all. It didn't have any kitchen cabinets.
20 It didn't have a stove. It didn't have a
21 refrigerator. It didn't have anything as far as the
22 kitchen. The kitchen was just incomplete, period.

23 The washer and dryer, none of that was
24 in there. I put all that in there myself. Well, the
25 cabinets and stuff he did, but I put my own washer,

Page 12

1 dryer, stove, and refrigerator, and he finally got
2 around to putting the cabinets in after about three
3 months' time that we were living in there. We lived
4 off of cooking out of a hot plate.

5 Q. Now, Mr. Taylor, was he your next-door
6 neighbor?

7 A. Yes, he was.

8 Q. How often would you see Mr. Taylor?

9 A. Just about every day.

10 Q. And would he -- let me ask it this way:
11 what did you come to learn about Mr. Taylor?

12 A. Well, one day we was getting dropped off
13 from coming from the store, and when he -- when the
14 guy dropped us off, he asked us, "Is this where you
15 live, Mr. Taylor's house? Oh, my goodness, that man
16 loves to sue people all the time."

17 So we was like -- we didn't pay it too
18 much attention until we went to court, and then we met
19 someone else again, and they told us the same thing
20 again. So it was like about three or four people
21 telling us the same thing about him. And then once we
22 moved, I found out that it was pretty true.

23 Q. Now, while you lived in South Carolina
24 with your father and Ms. Goins for that year, what was
25 Mr. Odell Morton's health condition?

1 A. well, he has a knee replacement, he has
2 a pacemaker, and he has prostate cancer, but he is
3 still able to walk around, but he -- he -- he was in
4 pretty much a right frame of mind then. He's
5 gotten -- he's gotten worse than that as the years go
6 on -- went on.

7 Q. while y'all were in south Carolina, was
8 Mr. Odell Morton contained -- confined to a bed?

9 A. No, he was not.

10 Q. All right. Did he --

11 A. He could walk around and do anything he
12 wanted to do, get into the refrigerator, get -- eat
13 whatever he wanted to get.

14 Q. Did he have to use a wheelchair?

15 A. No. He had a little walker that, you
16 know, he would walk with sometimes, but -- because the
17 therapist and them would come to the house sometime
18 and give him exercise and stuff like that.

19 But after -- after awhile, they said
20 that they couldn't continue giving him any more help
21 because he was doing so good, so they stopped coming
22 for the last two weeks.

23 Q. And during this time, I believe you told
24 the jury earlier that Mr. Odell Morton had a Maryland
25 driver's license?

Page 14

1 A. Yes, he did.

2 Q. Was he able to drive?

3 A. Yes, he was.

4 Q. When y'all were living in Sumter, did
5 y'all have a vehicle?

6 A. We had gotten a vehicle after we was
7 there for about -- after we were there for about six
8 months, we had got -- we had got -- we had a van, a
9 little Caravan.

10 Q. And while you were living in South
11 Carolina, you did not have a driver's license?

12 A. I didn't have a driver's license --

13 Q. All right.

14 A. -- but I still had the van, but my niece
15 and them would come and take us around.

16 Q. Okay.

17 A. Uh-huh.

18 Q. And y'all moved out of the house when?

19 A. June.

20 Q. And --

21 A. June -- I think it was about June the
22 1st.

23 Q. And why did you move out of the house
24 June the 1st, 2013?

25 A. Because Mr. Taylor constantly kept

1 talking about us going up on the rent again. He had
2 already went up on us twice.

3 Q. And so that -- you made a decision --
4 where were y'all going to move from -- to from Sumter?

5 A. To -- back to Maryland.

6 Q. Back to Maryland?

7 A. Uh-huh.

8 Q. And how were you planning to get your
9 belongings from Sumter to Maryland?

10 A. With a U-Haul.

11 Q. Now, did you rent a U-Haul truck from
12 Stop 'N' Save, El Cheapo?

13 A. Yes. Uh-huh. Yes, my dad did.

14 Q. Okay. And so Odell Morton rented the
15 truck?

16 A. Yes.

17 Q. Did you go to Stop 'N' Save with your
18 dad --

19 A. Yes, I did.

20 Q. -- when he rented the truck?

21 A. Yes, I did.

22 Q. I want to hand you a document I've
23 marked as -- I'll mark this as Exhibit 4.

24 (Exhibit 4 was marked for
25 identification and is attached to the transcript.)

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1 BY MR. CULBREATH:

2 Q. I'll ask you to -- let me ask you a
3 question. That -- that is a rental agreement. It
4 looks like up at the top it's dated Saturday, June the
5 1st.

6 Down at the bottom, there's a customer
7 signature there?

8 A. Uh-huh.

9 Q. Whose signature is that?

10 A. That's my dad's signature.

11 Q. All right. And there is some
12 information up at the top with your name.

13 Do you recall today, Mr. Morton, who
14 paid for the truck?

15 A. Well, we used a debit card. One of the
16 cards -- it was a joint account. One of the cards is
17 Odell Morton and Reginald Morton, and the other card
18 is Reginald Morton. As a matter of fact, I have two
19 cards of my dad's and two cards of mine, so I don't
20 remember which card we used.

21 Q. There are a couple -- I want to ask you
22 a couple things up at the top. You see you've got
23 your name, and then an address, and Fort Washington,
24 Maryland.

25 Over on the side, it's got a couple of

1 phone numbers. The first one is (803) 565-598 --

2 A. That's my cell phone number.

3 Q. That's your cell phone number.

4 The number underneath it,

5 (202) 400-5326?

6 A. That's Dana Goins' number.

7 Q. All right. And then it has a driver's

8 license number, and the last four digits of that

9 number are 5810.

10 Do you know whose driver's license that

11 is?

12 A. That must be my dad's.

13 Q. Because you told us you didn't have a
14 driver's license?

15 A. I didn't have a driver's license, so it
16 had to be my dad's.

17 Q. All right. I'm going to show you
18 something I'm going to mark as Exhibit 5.

19 (Exhibit 5 was marked for
20 identification and is attached to the transcript.)

21 BY MR. CULBREATH:

22 Q. Let me show you what I've marked as
23 Exhibit 5, and this is an -- this is an official
24 record from the Maryland Motor Vehicle Administration,
25 and it lists driver's license information for who,

Page 18

1 sir?

2 A. Mr. Odell Morton, my dad.

3 Q. All right. And let me ask you, down at
4 the bottom there is an expiration date -- well, first
5 of all, above Mr. Odell Morton's name there are some
6 numbers.

7 Do you see those?

8 A. Sure, I do.

9 Q. And what are the last four numbers above
10 Mr. Odell Morton's name?

11 A. The last four numbers?

12 Q. Yes, sir.

13 A. It's 5810.

14 Q. All right. And if you look at
15 Exhibit 4, the last four numbers of the driver's
16 license there are what?

17 A. Okay. Hold up. Right -- let me see.

18 Q. Right beneath -- I read the phone
19 numbers to you right here (indicating).

20 A. Oh, okay. That's 5 -- 5810.

21 Q. And --

22 A. That's the same number.

23 Q. That's the same number?

24 A. Yeah, 5 -- okay. This one is 5 -- okay.
25 where was that again? I don't have my glasses on.

1 Okay. Right here, 5810. And this one is 5810. Same
2 number.

3 Q. Same number?

4 A. Uh-huh.

5 Q. And if you look at it a little further,
6 underneath it says driving privileges valid?

7 A. Uh-huh.

8 Q. And then it has an expiration date right
9 here (indicating)?

10 A. Uh-huh.

11 Q. What's the expiration date on the
12 Maryland official record?

13 A. 10/20/14.

14 Q. All right. And underneath the driver's
15 license number on the other document we were talking
16 about --

17 A. Which one? This one (indicating)?

18 Q. Yeah.

19 Q. Right beneath the driver's license
20 number, it has what four numbers?

21 A. 1014.

22 Q. Okay. So you went with your father for
23 him to rent the truck?

24 A. Yes, I did.

25 Q. Let me show you another document from

Page 20

1 El Cheapo here.

2 MR. CULBREATH: If you'll mark that as
3 Exhibit -- the next exhibit -- 6, please, ma'am.

4 (Exhibit 6 was marked for
5 identification and is attached to the transcript.)

6 BY MR. CULBREATH:

7 Q. I'm going to hand you Exhibit 6, which
8 is another document from El Cheapo and ask you, do you
9 recognize the signature on that document?

10 A. Yes, I do. That's my dad's signature.

11 Q. All right.

12 (Exhibit 7 was marked for
13 identification and is attached to the transcript.)

14 BY MR. CULBREATH:

15 Q. Let me ask you, do you re -- do you
16 recall talking to anybody there at the El Cheapo when
17 you -- when you took -- went with your dad for him to
18 rent the truck?

19 A. Just the guy that we was renting the
20 truck from. That was it.

21 Q. Could you describe that guy for us?

22 A. I can't really remember his face and
23 all, but, I mean, he was -- was he a -- I think he was
24 a foreigner. I mean, I don't know if he was a Mexican
25 or something. I'm not sure, but he was working behind

1 the counter, and he came out, and my dad filled the
2 papers -- paperwork out -- he filled the paperwork
3 out, and my dad signed it and all, and we just gave
4 him the debit card, that's about it, and then he gave
5 us the truck.

6 Q. And did y'all have to go out and watch
7 him inspect the truck?

8 A. Yes, one of the guys came out and there
9 and checked the truck out and then came back in. He
10 got -- he got the mileage off the truck, and then we
11 came back in.

12 Q. All right.

13 A. He inspected the truck. You know, he
14 walked around the truck and made sure everything was
15 right, you know.

16 Q. I'm going to hand you what we've marked
17 as Exhibit 7, which is a check-in/check-out condition
18 document, and it's got a couple things on it.

19 One, do you see your father's signature
20 on that document?

21 A. Yes, I do.

22 Q. All right. And up above and next to one
23 of those drawings of the truck, there are some
24 customer initials.

25 Do you know whose customer initials

Page 22

1 those are?

2 A. My dad's, OM.

3 Q. Now, I want to ask you about something
4 else too, and I'm asking -- do you remember we were
5 looking at this document before? I believe it's
6 Exhibit 4. If you'll pull that one out for a minute.
7 I'll hold -- I'll hold that for you.

8 A. Exhibit 4?

9 Q. Yes, 4.

10 That's part of 5. The second one.
11 Okay.

12 A. This one right here (indicating)?

13 Q. Yeah, that one right there.

14 Now, looking at 7 first, you said that
15 the fellow took down the mileage; is that right?

16 A. Yeah, he took -- he took -- he took down
17 the mileage.

18 Q. Okay. And you see there's -- about
19 halfway down this tag, it says Odometer.

20 Do you see that?

21 A. Which one?

22 Q. On this one right here (indicating),
23 sir.

24 A. This right here, okay.

25 Q. It's kind of hard to make out the copy I

1 have.

2 A. what are you --

3 Q. I'm right here (indicating).

4 Do you see that?

5 A. Right.

6 Q. what does that look like? It looks like

7 27233?

8 A. Yes, that's what it look like, 27233.

9 Q. All right. And if you look at the -- on

10 Exhibit 4, there's an area -- kind of a block, do you

11 see, where it's got the two lines --

12 A. Right here (indicating)?

13 Q. -- and it says -- the second block, it

14 says MI Out right here (indicating).

15 what is that number?

16 A. which one? Right -- you said right here

17 (indicating)?

18 Q. Right there.

19 A. It says 27 -- it says 27233.

20 Q. All right. The same number as on 7?

21 A. Uh-huh.

22 Q. All right. So y'all rented -- or your

23 father rented the truck, and who drove the truck from

24 El Cheapo to the house on Myrtle Beach Highway?

25 A. My dad did.

Page 24

1 Q. All right. And how long did it take
2 y'all to load the truck?

3 A. We started loading -- did we load it
4 that day, or was it --

5 MS. GOINS: It was the next day.

6 THE WITNESS: Yeah, we didn't load it
7 till the next day.

8 BY MR. CULBREATH:

9 Q. And who all loaded the truck?

10 A. Me, Dana, Mr. Harry, Jr., and my niece
11 came, and her husband came, and they helped us load
12 the truck.

13 Q. What is your niece's name?

14 A. Tomeka -- Tomeka Thomas.

15 Q. And I think you -- when we were talking
16 earlier, you told us that Tomeka lives in Columbia
17 now?

18 A. Yes, she lives in Columbia now.

19 Q. And what's her husband's name?

20 A. Marcus -- I forgot his last name. I
21 forgot Marcus' last name. I know his first name is
22 Marcus. I forgot his last name.

23 Q. And what does Tomeka do in Columbia; do
24 you know?

25 A. She's a nurse. She's a -- she's a

1 nurse. I forgot at which hospital she works at.

2 Q. Okay. But she works at one of the
3 Columbia hospitals?

4 A. Yes. Uh-huh.

5 Q. Okay. So she and her husband and then
6 Mr. Harry, your neighbor, helped you move?

7 A. Uh-huh. Yes.

8 Q. Now --

9 A. Matter of fact, Mr. Harry, Jr. -- Harry,
10 Jr., he -- he -- he helped us more than anyone.

11 Q. Now, at the time, did your dad help move
12 some of the stuff?

13 A. No, my dad didn't.

14 Q. Okay. But he was able to drive?

15 A. Yes, he was able to drive.

16 Q. Now, you understand that part of the
17 lawsuit that Mr. Taylor has is he claims that the
18 truck hit the house?

19 A. Yeah, claims.

20 Q. Did the truck hit the house?

21 A. No, it did not.

22 Q. Where do you understand that the truck
23 allegedly hit the house?

24 A. It never hit the house.

25 Q. Okay. Did Mr. Taylor ever confront you,

Page 26

1 or Ms. Goins, or your father, or anybody --

2 A. No, he did not.

3 Q. -- about that?

4 A. No, he did not.

5 Q. Did you ever tell Mr. Taylor that --

6 A. No.

7 Q. -- someone hit the house with the truck?

8 A. We didn't hear anything about that until

9 we got the mail about him suing us about hitting the
10 house.

11 Q. All right.

12 A. We didn't know anything about that.

13 Q. Did you ever submit a claim to U-Haul?

14 A. No, I didn't.

15 Q. All right. So loaded the truck, and
16 then who drove the truck from Sumter to Maryland?

17 A. My dad did.

18 Q. And was the next time that you saw

19 anything or heard anything about this is when

20 Mr. Taylor sued you?

21 A. Yes, that's when I first heard about it.

22 Q. All right.

23 A. He was supposed to be suing me and my
24 dad, I guess.

25 Q. And did Taylor ever -- strike that.

1 Did you ever have anyone else
2 beforehand -- and I don't want to know what your
3 lawyer told you, but anyone said, hey, Taylor claims
4 this before you got the lawsuit?

5 A. No. The only thing -- what I heard was
6 when Mr. Brian Comer got in touch with me about --

7 Q. Okay. Don't -- we're not going to talk
8 about what Mr. -- what your lawyer says.

9 A. All right. Okay.

10 Q. But so we can be clear for the folks in
11 Sumter who are watching this, you didn't drive the
12 truck, correct?

13 A. No, I didn't.

14 Q. You didn't rent the truck, correct?

15 A. No, I did not.

16 Q. You did not have a driver's license at
17 the time?

18 A. No, I did not.

19 Q. Your father drove the truck?

20 A. My father drove the truck.

21 Q. And did anyone hit Mr. Taylor's house
22 with that truck?

23 A. No one hit the house at all, not at all.

24 MR. CULBREATH: We're going to go off
25 the record and take a break for just a minute.

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1 THE VIDEOGRAPHER: Going off the record.

2 The time is 11:19.

3 (A recess was taken.)

4 THE VIDEOGRAPHER: Back on the record.

5 The time is 11:29.

6 BY MR. CULBREATH:

7 Q. Mr. Morton, just a few questions to
8 finish up.

9 Now, you are how old, sir?

10 A. 58.

11 Q. And how old is your dad, Odell Morton?

12 A. 77 or 76. His birthday is 10/20/38.

13 Q. And as -- I asked you a number of
14 questions about some documents that contain --

15 (Telephone interruption.)

16 THE WITNESS: Excuse me.

17 BY MR. CULBREATH:

18 Q. Yep.

19 A. Excuse me.

20 Q. I had asked you a number of questions
21 about some documents that had the signature of your
22 father.

23 And how do you know that that's your
24 father's signature?

25 A. I live with him and I take care of him,

1 so I know his signature.

2 Q. And we also looked at an exhibit
3 earlier, I believe it was marked as Number 2, that had
4 the pictures of the -- those IDs.

5 A. Right.

6 Q. Do you remember that?

7 A. Uh-huh.

8 Q. That was -- that wasn't given to
9 El Cheapo, correct?

10 A. No, that wasn't. That was given to
11 Mr. Taylor.

12 Q. And what driver's license did Mr. Odell
13 Morton present to El Cheapo?

14 A. Maryland driver's license.

15 Q. Maryland driver's license.

16 All right. Mr. Morton, those are all
17 the questions I have for you, sir. Thank you very
18 much.

19 A. You're welcome.

20 THE VIDEOGRAPHER: Going off the record.
21 The time is 11:31.

22 (Off the record at 11:31 a.m.)

23

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CERTIFICATE OF REPORTER

I, Marney Alena Mederos, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public for the State of Maryland, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof. Witness my hand, I have hereunto affixed my official seal this 28th day of April 2015, at Bowie, Prince George's County, Maryland.

Marney Alena Mederos,
Registered Professional Reporter
Certified Realtime Reporter
Notary Public
State of Maryland
My Commission expires:
November 23, 2016

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I N D E X

PAGE

EXAMINATION

BY MR. CULBREATH

Certificate of Reporter

4
30

E X H I B I T S

(Attached to transcript)

EXHIBIT DESCRIPTION

MARKED

1 3/30/15 letter and Amended Notice
of Taking Video Deposition of Odell
Morton and Reginald Morton

3

2 Copies of three photo IDs

3

3 Photograph

3

4 WebBEST Receipt

15

5 MVA document

17

6 U-Haul Equipment Damage
Responsibility Requirement, Warning!

20

7 Check-In Condition document

20

ROA
p.1025

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1

ACKNOWLEDGMENT OF DEPONENT

2

I, REGINALD ODELL MORTON , do hereby

3

acknowledge that I have read and examined the

4

foregoing testimony, and the same is a true, correct

5

and complete transcription of the testimony given by

6

me and any corrections appear on the attached Errata

7

sheet signed by me.

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(DATE)

(SIGNATURE)

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

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

March 30, 2015

VIA U.S. MAIL

Mr. Reginald Morton
Mr. Odell Morton
824 Maury Avenue
Oxon Hill, MD 20745

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

Dear Reginald and Odell:

Thank you for speaking with my office staff regarding re-scheduling your depositions. I have enclosed the Amended Notice to take a Video Deposition, **now scheduled for Friday, April 24, 2015**. The depositions will take place at the Oxon Hill Branch Library in the conference room beginning at 10:00 am.

If you should need to contact me regarding this scheduling, please do not hesitate to do so at the phone number listed at the top right on this letter. I look forward to meeting you both on April 24th.

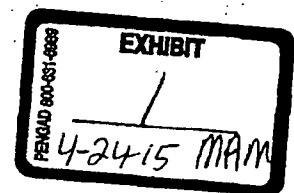
Sincerely,

GALLIVAN, WHITE & BOYD, P.A.

James Brogdon, III

JB/lap

cc: Mr. Charles TAYlor



ROA
p.1027

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Charles Taylor,

Plaintiff,

vs.

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

(2) Roy Rahal,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

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

**DEFENDANTS STOP 'N' SAVE D/B/A EL
CHEAPO PLUS #7 and ROY RAHAL'S
AMENDED**

**NOTICE OF TAKING VIDEO
DEPOSITION OF
Odell Morton
and
Reginald Morton**

**TO: ODELL MORTON AND REGINALD MORTON; CHARLES TAYLOR, *PRO SE*
PLAINTIFF; AND BRIAN A. COMER, ESQUIRE:**

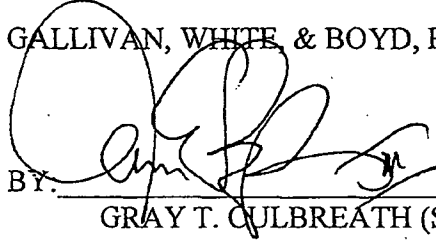
YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 30 and 32 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal, by and through their undersigned counsel, will take the video deposition of the individuals listed below, upon oral examination,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

<u>DEPONENT:</u> Odell Morton	<u>DEPONENT:</u> Reginald Morton
<u>DATE:</u> Friday, April 24, 2015	<u>DATE:</u> Friday, April 24, 2015
<u>TIME:</u> 10:00 a.m.	<u>TIME:</u> 11:30 a.m. or immediately following the deposition of Odell Morton
<u>LOCATION:</u> Oxon Hill Branch Library 6200 Oxon Hill Rd. Oxon, MD 20745 Conference Room	<u>LOCATION:</u> Oxon Hill Branch Library 6200 Oxon Hill Rd. Oxon, MD 20745 Conference Room

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

Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.

BY: 

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

**ATTORNEYS FOR STOP 'N' SAVE D/B/A EL
CHEAPO PLUS #7 and ROY RAHAL**

Columbia, South Carolina
March 30, 2015

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

Charles Taylor,

Plaintiff,

vs.

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

(2) Roy Rahal,

Defendants.


IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

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

CERTIFICATE OF SERVICE

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

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


Leslie Allen Priester

Columbia, South Carolina
March 30, 2015

EXHIBIT E:

Misc.

South Carolina IDENTIFICATION CARD

MORTON, REGINALD ODELL ID#: 103274559
334 MYRTLE BEACH BLVD
SUMTER SC 29150

DOB: 07-14-1986
Expires: 04-30-2028
Sex: M
Weight: 178
Height: 5-11

NOT A DRIVER'S LICENSE

South Carolina IDENTIFICATION CARD

GOINS, DANA ID#: 103211065
334 MYRTLE BEACH BLVD
SUMTER SC 29150

DOB: 08-25-1984
Expires: 02-10-2028
Sex: M
Weight: 170
Height: 5-10

NOT A DRIVER'S LICENSE

Washington, D.C.

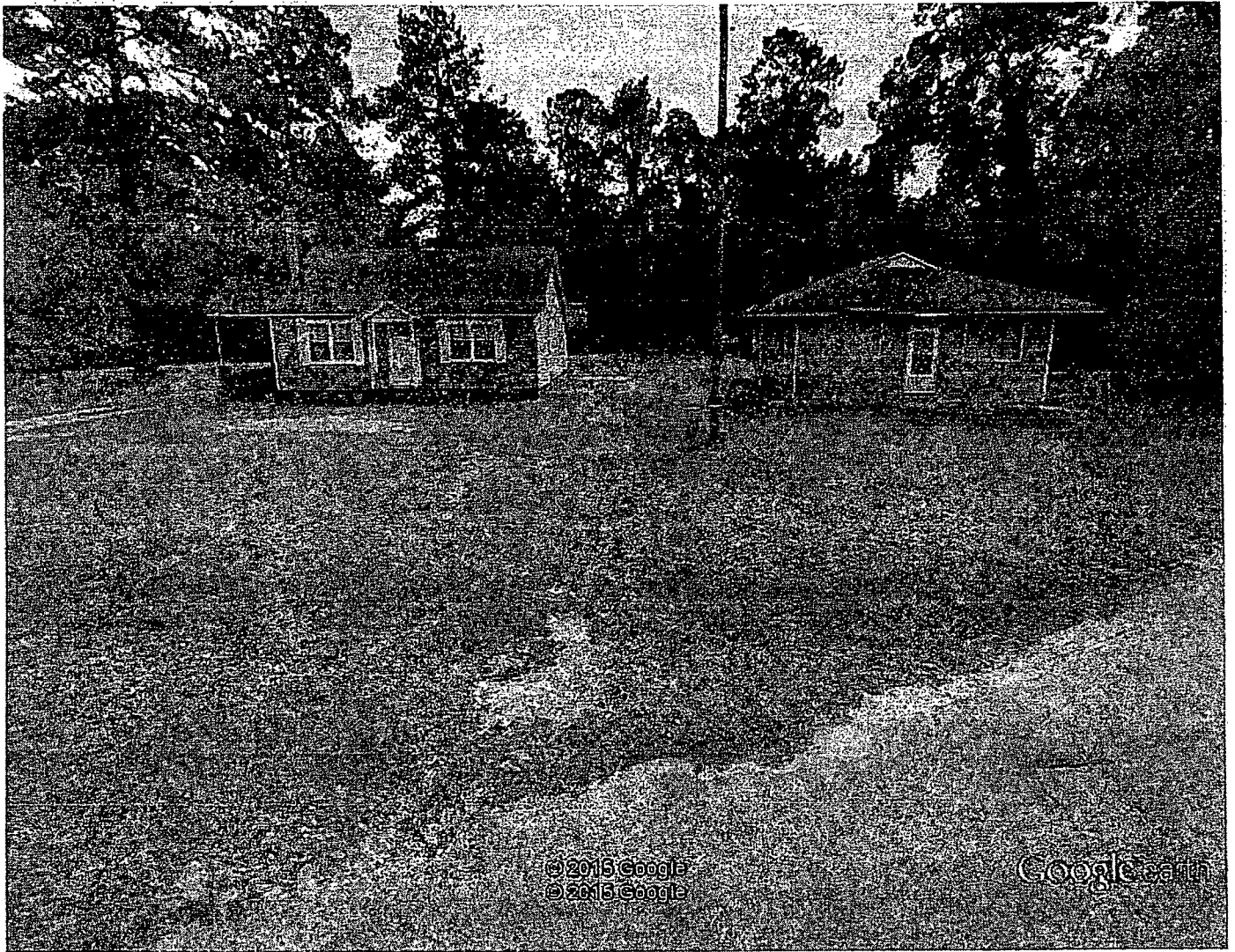
DLN: 1547924
EXPIRES: 10-20-2009

ODELL MORTON
222 R ST NW #103
WASHINGTON, DC 20001

EXPIRES: 10-20-2009
CLASS: 03
SEX: M
HEIGHT: 5-0
WEIGHT: 240

ODELL MORTON

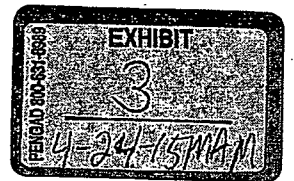
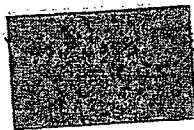
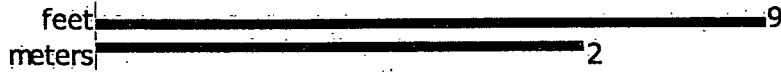
EXHIBIT
2
4-24-15 MAY



© 2015 Google
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Google earth

Google earth



One Day Rental (OIRT) - Saturday, 6/1/2013 8:31 AM Contract No.: 98200861
 ROADSIDE ASSISTANCE: myuhaul.com or 1-800-528-0355-TM 1891F
 Dispatched From: 033654 - Safe Protection (NO)



Customer:
 REGINALD MORTON
 824 maury ave
 Fort Washington, MD 20749

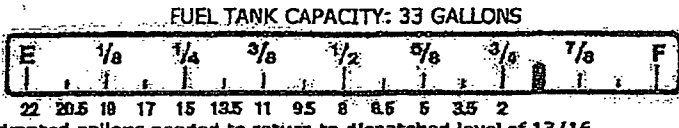
803-565-5985
 202-400-5326
 DL: xxxxxxxxxxx5810, MD,
 1014

Renting Location:
 El Cheapo Plus # 7 - (033654)
 390 S Guignard Dr
 SUMTER, SC 29150 (803)499-1088

Destination: SUITLAND, MD Due Date/Time: 6/4/2013 8:31 AM
 DROP OFF EQUIPMENT U-Haul at Allentown 4599 Allentown Rd , SUITLAND , MD (301) 736-7300
 AT:

Days Allowed: 3 MI Allowed: 530.0
 Extra Day Rate for the TM \$40.00 Per Day \$0.40 Per MI

Equipment	MI Due	Coverage	Rental Charge	Total Charge
TM 1891F	27233.0		\$0.00	\$305.00
AE40765-AZ				\$305.00



Environmental Fee: \$5.00
 SubTotal: \$310.00
 Drop-off Location Incentive: -\$15.00
 SubTotal: \$295.00
 Rental Tax: \$38.35
 Rental Deposit Paid: \$0.00
 Total Rental Charges (Including Deposit): \$333.35
 Credit Card Payment: \$333.35
 Net Paid Today: \$333.35

Card Type: MASTERCARD Account: XXXXXXXXXX0903 AUTH-AA05EB

- SafeMove Declined for Equipment TM 1891F.
- I agree to verify my truck's fuel level is 13/16 before leaving the premises. I agree to return this truck with this amount of fuel or pay a \$30.00 fuelling fee and a minimum of \$5.00 per gallon for fuel used. U-Haul does not reimburse if this truck is returned with more fuel than when it was dispatched. U-Haul pays for oil (save receipts).
 - U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
 - I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.
 - I understand that the equipment rented is water resistant and not water proof.
 - I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
 - I understand that I am financially responsible for all damages to equipment.
 - I agree to submit all claims against U-Haul in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from your local U-Haul representative.
 - I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.

Customer Signature - (REGINALD MORTON) Agent Signature - (33654)

Discount Savings on Motel and Hotel Rooms
 10% OFF at La Quinta Inns and Suites: 1-800-753-3757 Online @ www.lq.com/uhaul
 20% OFF at Days Inn, Ramada and Super 8 Motels: 1-877-670-7058 Online @ www.wyndhamrewards.com/uhaul

Questions or need help? Call me.
 (803)499-1088



EC 001

1247170



6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062

Motor Vehicle Administration

AS MOTOR VEHICLE ADMINISTRATOR FOR THE STATE OF MARYLAND AND BY VIRTUE OF THE AUTHORITY VESTED IN ME UNDER THE TRANSPORTATION ARTICLE, MARYLAND VEHICLE LAW, I DO HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOLLOWING IS A TRUE COPY TAKEN FROM THE ORIGINAL NOW ON FILE AND PART OF THE RECORDS OF THIS ADMINISTRATION.

01247170

		HGT	WGT	RACE	SEX	BIRTH-DATE	PAGE
M	635-652-005-810	5-09	232	1	M	10-20-38	1
DELL MORTON							
RES:	6805 TALL OAK DR						CERTIFIED
	TEMPLE HILLS	PG	MD	20748-3913			

DRIVING PRIVILEGE STATUS: VALID

LIC-CLASS	GLS-TY	TY	D	DOC	ISSUE-DT	EXPIR-DT	ENDOR	RESTRICTION	SP-RESTR
CLASS C		R			10/22/09	10/20/14		B	

THE RECORD REFLECTS ENTRIES FOR THE PAST 36 MONTHS

V/ADM DT	CONV DT	SUMMARY	DESCRIPTION	PTS
		RECORD END	TOTAL CURRENT POINTS	00

FASTFORMS Toll Free 1-888-513-6767



MARYLAND AND FEDERAL LAW PROHIBITS UNAUTHORIZED DISCLOSURE OF INFORMATION FROM MVA RECORDS. VIOLATION OF THESE PROVISIONS IS A MISDEMEANOR PUNISHABLE BY A FINE UP TO \$1000 DOLLARS.

AUG 06 2014

Chaffee
2-060 (2-14)

AS WITNESS, MY HAND AND THE SEAL OF THIS ADMINISTRATION THE DAY AND YEAR SET OPPOSITE.

U-HAUL EQUIPMENT DAMAGE RESPONSIBILITY REQUIREMENT

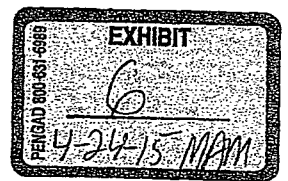
WARNING!

1. CREDIT CARDS AND MOST AUTO POLICIES DO NOT COVER U-HAUL RENTALS.
2. YOU ARE RESPONSIBLE FOR ALL DAMAGE REGARDLESS OF FAULT INCLUDING WINDSHIELDS, TIRE DAMAGE, TOWING AND STORAGE FEES AND DOWNTIME (LOSS OF USE) WHILE THE VEHICLE IS BEING REPAIRED.

I WILL IMMEDIATELY REIMBURSE U-HAUL FOR ALL DAMAGE AND LOSSES INCURRED UPON RETURN OF THE RENTAL EQUIPMENT AND WHEN APPLICABLE SEEK REIMBURSEMENT FROM ANY THIRD PARTY'S INSURANCE COMPANY.

Customer Signature: *J. D. Johnston* Date: *June 1, 2013*

ROA
p.1035



DRIVER RECORD ABBREVIATION CODES

A License Class
 A/A Administrative Adjudication
 A/C Air Conditioning
 ACC Accident
 ACCUM Accumulate(d)
 ABEY Absence
 ACT Action/Acted
 ADM Administration/Administrative
 AEP Alcohol Education Program
 AFF Affirmed
 AGREE Agreement
 ALCH Alcohol
 ALT Altered
 AQM Age of Majority
 APP Application
 APPR Approved/Approval
 AR Alcohol Related
 ATT Attend
 AUM Accident - Uninsured Motorist Case
 B License Class
 BAC Blood Alcohol Level
 BLOG Building
 BAS Blackout/Seizure
 C License Class
 C Corrected License
 C/S Completed/False Statement
 C/ANC Canceled
 CCU Central Collections Unit
 CDL Commercial Driver's License
 CDS Controlled Dangerous Substance
 CERT Certificate
 CHEM Chemical
 CIR Circuit
 CLF Central License File
 CLR Clearance
 CMV Commercial Motor Vehicle
 CO Company
 COMB Combination
 COMB Committed
 COMP Complete(d)
 CONC Concurrent
 CONF Conference
 CONS Consecutive
 CONT Continued
 CONTR Control
 CONV Conviction
 COR Corrected
 CR Credit
 CSE Child Support Enforcement
 CT Court
 O License Class or Days (30D)
 D-I Duplicate License
 DEC Decision
 DEF Default
 DEPT Department
 DEV Device
 DIP Driver Improvement Program
 DIS Displaying
 DIST District
 DIV Division
 DL Driver License
 DMV Motor Vehicle Administration
 DOC Document
 DR Driver/Driving/Driver
 DR Driver Records
 DRG Driver Rehabilitation Clinic
 DT Date
 DTG Dealer Tags Only
 DUP Duplicate
 E License Class
 EC Express Content
 EDUC Education
 EFF Effective
 ELEC Electric
 EMP Employee, Employment
 ENT Entry
 EQUIP Equipment
 EX Expired, Expiration
 EXC Exceeding
 EXD Excluded Driver Case
 EXP Explosives
 FA Fatal Accident
 FAIL Failing/Failure/Failed
 FC Full Credit
 FI Fictitious
 FIN RESP Financial Responsibility
 FPF Fail to pay fine
 FR Financial Responsibility
 FR(I) Financial Responsibility Case (Acc. Date)
 FRAUD Fraudulent
 FREQ Frequency
 FT Fee/Failed Test
 FTA Failure to Appear
 FTY Failure to Yield
 H Hearing (Hearing Officer's Initials)
 HAZ Hazard

HEAR Hearing
 HFA Hearing - Failed to Appear
 HGT Height
 HME Hazmat Endorsement
 HW Hearing Waived
 HWY Highway
 HWY Implied Consent
 IC Insurance Compliance Division
 ID Identification
 IMP Improper/Improvement
 INC Increase
 IND Indefinite
 INF Influence
 INFO Information
 INJ Injury/Injuring/Injurious
 INS Insurance
 INSPECT Inspection
 INSTALL Installation
 INSTR Instructions
 INTER Interest
 INTERLOCK Ignition Interlock Device
 INTOX Intoxicated/Intoxication
 INVEST Investigation
 ISS Issued
 IVP Insurance Verification Program Case
 J JVA Judgement Case
 JUDGE Judgement
 K Moped Permit
 LET Letter
 LC License
 LIQ Liquor
 LO Violation of Local Ordinance
 M License Class or Months
 MAB Medical Advisory Board
 MAG Magistrate
 MAIF Maryland Automobile Insurance Fund
 MC Motorcycle
 MAX Maximum
 MD Maryland
 MFG Manufacturer
 MISREP Misrepresentation
 MO Motorcycle/Motorscooter
 MOD Modified
 MPH Miles Per Hour
 MSP Maryland State Police
 MTR Motor
 MJT Mutilated
 MV Motor Vehicle
 (MV) Moving Violation
 MVA Motor Vehicle Administration
 NC Nolo Contendere
 NEGL Negligent
 NRS Non-Resident Student
 OBT Obtain
 OIC Out-of-Country
 OP Operating
 OPR Operator
 ORG Original
 OS Out-of-State
 PSYS Point System
 PAR Parent
 PASS Passenger
 PAY Payment
 PBI Probation Before Judgement
 PED Pedestrian
 PEND Pending
 PER Permit
 PERS Person
 PD Property Damage
 PI Personal Injury
 POB Possession, Possess
 PRIV Privilege
 PROB Probated or Probation
 PROH Prohibited
 PROP Property
 FT Passed Test
 PUR Purpose
 PWY Probation Without (or before) Verdict
 R Reused or Renewal License
 RA Reinstatement Application
 RE Reissued
 REC Record
 RECD Received
 RECP Reciprocity
 REF Reused or Refused
 RE-EXAM Re-Examination
 REG Registration, Register, or Regulations
 REIN Reinstatement
 REHEAR Rehearing
 REL Relative, Related
 REM Remand, Remanded
 REQ Requirement, Require
 RES Resident

RESC Rescinded
 RESCH Rescheduled
 RESP Responsibility
 RESTR Restricted or Restrictions
 RET Return
 RETRO Retroactive
 REV Revoked or Revocation
 RI Reinstated
 ROW Right of Way
 RP Reprimand
 RPA Refused or Revoked Pending Appearance
 RR Railroad or Restriction Removed
 R/R Review & Reinstatement
 RS Random Selection
 RTT Brake Reaction Time Test
 S Substitute License
 SAT Satisfied
 SCH Scheduled
 SER Serial
 SIGN Signed
 SRL Signed Statement - No License In Possession
 SPA Suspended Pending Appearance
 SPEC Spedal
 SS Sentence Suspended
 ST Student
 STAT Statement
 SUB Substitute
 SUBST Substance
 SUR Surrender
 SUS Suspended or Suspension
 SW Suspension Withdrawn
 SYS System
 T License Type
 TEMP Temporary
 TP Test Place
 TRAF Traffic
 TRANS Transportation or Transporting
 TRK Truck
 TUN Tunnel
 TV Television
 TY Regular or Photo License
 UL Unable to Locate (Investigation)
 UMC Uninsured Motorist Complaint Case
 UN Under
 UNATT Unattended
 UNAUTH Unauthorized
 UNINS Uninsured
 UNLIC Unlicensed
 US United States
 VEH Vehicle
 VER Verdict
 VERIF Verification
 VIN Vehicle Identification Number
 VIO Violation, Violate
 WARN Warning
 WARR Warrant
 WDN Withdrawn
 WGT Weight
 W/L Warning Letter
 W/O Without
 X Involved in an Accident
 YDIP Youth Driver Improvement Program
 YLCP Youth License Control Program
 YR Year
 & And
 * Points Expired
 / Or

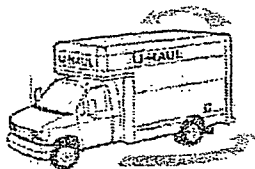
Driver License Restriction Codes (as they appear on back of driver licenses)	
GDL Endorsement Codes	X - N and H combined
T - Double/Triple	S - School Bus Authorized
P - Passenger Transport	TFMS - All GDL Endorsements
N - Tank vehicle	H - Hazardous materials
H - Hazardous materials	
Restriction Codes	
A - May not be used to purchase license	L - Vehicles without brakes
B - Corrective lenses	M - Except class A & B bus
C - Outside mirror	N - Except class A & B bus
D - Prosthetic aid	O - Except tractor trailer
E - Automatic transmission	R - Warning ID Theft Victim - Verify ID
G - Limited to daylight only	T - Limited Term Temporary Purpose
H - Limited (see restriction card)	U - Not Acceptable for Federal Purposes
I - Limited (See restriction card)	V - Medical Variance
J - Other (See restriction card)	W - Veteran
K - GDL in-state only	Z - Organ Donor, Hearing/Speech Impaired

DR-060 (2-14)

START WITH #1. INCOMING CUSTOMER'S EVALUATION ON REVERSE SIDE OF TAG.

EQUIPMENT NO. 701111

2. CHECK-IN CONDITION
CENTER/DEALER DISPATCH COPY



2a. CHECK REAR LIGHTS:

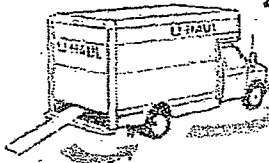
- Tail/Running
- Turn (Left/Right)
- Brakes
- Reverse
- License
- Dome

2b. SRI RETURNED:

UD FD

KO# _____

PO QUANTITY _____



2c. SEALS BROKEN?

Pads Yes No
UD Yes No

2d. CHECK FRONT LIGHTS:

- Running
- Turn (Left/Right)
- Headlights (Bright/Dim)

CAB/BOX CLEAN
RETURN CLEAN
OR PAY FEE *OM*
CUST. INITIAL

NO NEW DAMAGE

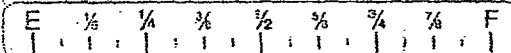
NEW DAMAGE DESCRIBE: _____

DESCRIBE DAMAGE: _____

3. VERIFY EQUIPMENT INFORMATION:

ODOMETER: _____

MARK FUEL GAUGE AT CHECK-IN:



Interlock / Corrosion Dirty (\$25 Minimum Charge) Clean (No Charge)

157310422

9. *[Signature]*
CUSTOMER ACCEPTS RESPONSIBILITY FOR DAMAGE

SAFERMOVE[®] CUSTOMER SIGNATURE

CERTIFY THE ABOVE INFORMATION TO BE COMPLETE AND CORRECT.

10.

DISPATCHING SIGNATURE _____

DEALER/CENTER NO. _____

RECEIVING CENTER/DEALER REP SIGNATURE _____

REPAIR IDENTIFY NO. DATE _____

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACT OR PAY FUEL CHARGES AND SERVICE FEE AS SHOWN AND AGREED TO ON THE RENTAL CONTRACT.

8.

DETACH HERE WHEN READY

ROA
p.1037



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State of South Carolina)	Court of Common Pleas
)	
County of Sumter)	No.: 2013-CP-43-1808
Charles Taylor,)	
)	
Plaintiff,)	
	)	Deposition of
vs.	)	CHARLES TAYLOR
)	
(1) Stop 'N' Save, Inc.,)	
d/b/a El Cheapo Plus #7)	
and (2) Roy Rahal,)	
	)	June 2, 2015
Defendants.)	
)	

Videotape deposition on oral examination of CHARLES TAYLOR, reported by Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Old Sumter County Courthouse, 141 North Main Street, Sumter, South Carolina, on June 2, 2015, at the hour of 1:41 p.m.

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Appearances

Representing the Plaintiff:

CHARLES TAYLOR, PRO SE
332 Myrtle Beach Highway
Sumter, South Carolina 29153

Representing the Defendants:

GRAY T. CULBREATH, ESQUIRE
-AND-
JAMES E. BROGDON, III, ESQUIRE
Gallivan, White & Boyd, P.A.
1201 Main Street, Suite 1110
Columbia, South Carolina 29201
gculbreath@gwblawfirm.com

Also Present:

SEAN STROEHLE (Videographer)

CONTENTS

Deposition of CHARLES TAYLOR

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Verification of Deponent	95
Errata Sheet	96

* * * * *

1 This deposition is taken in
2 accordance with the South Carolina Rules of Civil
3 Procedure.

4 It is agreed and stipulated by the
5 Deponent and respective counsel that the reading and
6 signing of the deposition by the Deponent is
7 expressly waived.

8 WHEREUPON:

9 CHARLES TAYLOR, being duly sworn and
10 cautioned to speak the truth, the whole truth and
11 nothing but the truth, testifies as follows:

12 BY MR. CULBREATH:

13 **Q. Mr. Taylor, first of all, pursuant to Rule**
14 **-- revised Rule 45 I am tendering to you a check in**
15 **the amount of \$28.22, which represents the witness**
16 **fee and travel for this case.**

17 My understanding is a prior check was
18 tendered to you in the prior depositions. In
19 checking with our bank this morning, that check has
20 not been deposited. Do you still have possession of
21 that check?

22 A. I believe so.

23 **Q. All right. We are going to stop the**
24 **payment on the first check. So you can cash that**
25 **check, but the first one we'll -- a stop payment**

1 will be made. Do you understand that?

2 A. Yes, sir.

3 Q. All right. Now, under Rule 30 -- and I am
4 obligated to explain certain things to you about the
5 process. I'm going to ask you a series of
6 questions. And you answer them to the best of your
7 ability. If you don't understand a question that I
8 ask you, please tell me you do not understand it.
9 If you need me to clarify it, be more specific, or
10 explain anything regarding the question, please let
11 me know and I will.

12 A. Okay.

13 Q. Likewise you are entitled at any time to
14 take a break. I'd ask only that you finish your
15 answer before we take the break.

16 Now, we started this morning, were here
17 with Mr. Rahal's deposition approximately 9:56. It
18 is now 1:45. And let me ask you are you okay to go
19 forward today?

20 A. Yes, I'm going to go forward, if that's
21 your question.

22 Q. And my understanding is you spent the
23 night in a hospital last night, based on your
24 statements on the record previously?

25 A. Yes. I went in yesterday at -- yesterday,

1 late last night, and I got out this morning and,
2 yes, in defiance of the doctor's orders to come
3 here.

4 Q. All right. Which hospital were you in?

5 A. Tuomey Hospital.

6 Q. And which doctor's orders did you defy?

7 A. Hold on.

8 Q. And for the -- for the purposes of the
9 deposition we don't need to have the medicine all in
10 front of you, sir.

11 A. Okay. Well, you want me to sit it on the
12 floor?

13 Q. Yes, sir. It does not need to be in front
14 of the screen.

15 A. And I -- I -- I -- I've got -- I've got
16 this shirt here to show how I'm bleeding out the
17 back. Do you want me to put that on the floor too?

18 Q. Yes, sir.

19 A. Okay. This is just where I was released
20 from the hospital this morning. And I'll send you a
21 copy of these, but I just want to show you that's
22 where I got out there and because they wanted to
23 admit me in the hospital last night because I'm --
24 could have a heart attack. They didn't like what
25 they see on the tests.

1 Q. All right. Well, sir, if you believe you
2 might have a heart attack, do you think it's in your
3 best interests to sit and go forward in this
4 deposition today?

5 A. I'm trying to get this over and done with.
6 I'm trying to get this over and done with. So I'm
7 going to try to get it over and done with so we can
8 get this out of the way. I'm going to try my best.
9 I'm risking my health here doing it, but I'm going
10 to try to get it done. So let's go forward and see
11 how far we get.

12 Q. And you understand that by your making
13 that decision you're assuming the risk of whatever
14 may happen in that regard because we are not forcing
15 you to go forward today with your condition? You
16 understand that?

17 A. I'm going to try to do the best I can and
18 go forward.

19 Q. All right, sir. You understand that we
20 are not forcing you to go forward today if your
21 condition permits it? Do you understand that?

22 A. Yeah, I understand you're not forcing me
23 to, yes.

24 Q. All right. Now, are you under the
25 influence of any medication or drugs that impairs

1 **your ability to hear and understand my questions and**
2 **testify truthfully?**

3 A. No more than what I was under when I did
4 Roy Rahal's deposition. I'm taking medication. I
5 just left the hospital. And I did his and I'm going
6 to go forward with mine. So whatever I was under
7 then the medication, I told you I'm taking
8 medication, just got out of the hospital. I did
9 that one and I'm going to do this one, but yes to
10 your question.

11 Q. All right. So I just don't want you to
12 come back later at trial and say, "I didn't
13 understand that question. I didn't testify
14 truthfully because I was under the influence of
15 medication."

16 A. Well, I've got to hear the question first
17 and try to understand and then you can judge after
18 that, but not before you even get started.

19 Q. Is it your testimony that the nature of
20 the question may be -- what you're answering,
21 whether it's truthful may be dependent on the
22 question?

23 A. I'll have to hear what you are saying and
24 we'll judge it as we go along. I did it for the
25 deposition previously and you have a copy of it and

1 I don't see any reason why you can't proceed in this
2 one.

3 Q. All right.

4 A. Same thing.

5 Q. I just don't want to hear later that there
6 was some problem and we shouldn't have gone forward
7 with your deposition.

8 A. I told you all the problems that I'm
9 having and under and you're aware of it since this
10 case started and you know that I've had cancer in my
11 back and you know -- you understand all of this
12 before we got here today. And I went forward with
13 the other one. So you know exactly what stress I'm
14 under, the cancer in my back and the heart -- and my
15 heart problem. You know all of that. So let's try
16 to go forward.

17 Q. All right.

18 A. So we can get this done.

19 Q. And I understand as well that because of
20 the time it up this morning the courthouse will
21 require us to leave at 5:00. There's nothing I can
22 do about that.

23 A. I hear what you say.

24 Q. All right. Have you been deposed before,
25 sir?

1 A. Let me see. I'm trying to think. I might
2 have been deposed over the years.

3 Q. Okay. Were you deposed in a case called
4 Taylor versus Davis that was tried in Richland
5 County, South Carolina?

6 A. Yes.

7 Q. Okay. How many times were you deposed in
8 that case?

9 A. I don't remember exactly.

10 Q. All right. Tell me your full name,
11 please, sir.

12 A. Charles Taylor.

13 Q. Okay. Do you have a middle name of
14 Elliott?

15 A. It's E. Elliott has been tagged on to it.
16 So Charles E. --

17 Q. All right.

18 A. -- is what I go by.

19 Q. And how old are you, sir?

20 A. Lord, my back is hurting. My head is
21 hurting. 59. 58.

22 Q. Have you gone by any other name other than
23 Charles Taylor?

24 A. I don't understand what you mean.

25 Q. Have you been -- have you ever used an

1 alias?

2 A. What's an alias?

3 Q. Another name.

4 A. People call me a nickname of brother.

5 Q. Have you ever used a different last name?

6 A. That's my name I give you that you asked
7 me already.

8 Q. All right. So you've never used another
9 name?

10 A. That's my name I just gave you earlier.

11 Q. Okay. Simple question. You've never used
12 another name, correct?

13 A. That's my name I gave you earlier.

14 Q. Mr. Taylor, it's a simple yes or no. You
15 have never used another name?

16 A. I'm telling you that's my name I give you.
17 That's the answer to the question.

18 Q. Okay. So you've never gone by any other
19 name than Charles Taylor?

20 A. That's my name I gave you earlier.

21 Q. Okay. How far did you go in school?

22 A. I went all the way through high school.

23 Q. All right. So you're a high school
24 graduate?

25 A. Yes.

1 Q. All right. Do you have any college
2 education?

3 A. Not really.

4 Q. Okay. Didn't take any college classes,
5 anything like that?

6 A. In New Jersey I did.

7 Q. Okay. Since you've lived in South
8 Carolina have you taken any sort of classes?

9 A. It's been so long. I don't remember to be
10 exact. It's been a lot of years. Might have been
11 somewhere along the line. I don't know.

12 Q. Now, did you grow up in Sumter?

13 A. When you say grow up, what do you mean?

14 Q. I mean, did you live here as a child?

15 A. Part of the time.

16 Q. Okay. And when you told me earlier that
17 you were a high school graduate, did you graduate
18 from high school in Sumter?

19 A. The answer to that question is no.

20 Q. All right. How far did you go in school
21 when you lived in Sumter as a child?

22 A. Hold on just a minute. I believe it was
23 11th grade or something. 10th grade, 11th grade,
24 something like that.

25 Q. And which high school did you go to here?

1 A. High school? High school? Hold on. I
2 lost my train of thought. High -- you said which
3 high school?

4 Q. Yes, sir. You said you went through 10th
5 or 11th grade here.

6 A. Mayewood School.

7 Q. Mayewood. All right. And I don't want --
8 I'm not going to ask you in detail, sir. Okay. Do
9 you need to take a break?

10 A. Can I just stand for a minute and then --

11 Q. You can, absolutely.

12 A. Just a minute so we can continue.

13 Q. All right. Just make sure you don't jerk
14 your microphone off.

15 A. Okay. Okay. And put just a little sweet
16 in my mouth. I couldn't find where the water was
17 and I take a lot of medication. So my mouth is
18 bitter. Okay. I'll try to continue a little bit
19 more.

20 Q. All right.

21 A. Go ahead.

22 Q. I want to ask you generally. And I'm not
23 asking you to commit to specific time frames. Tell
24 me what sort of jobs you have held over your
25 lifetime?

1 A. Different jobs.

2 Q. Okay. Tell me what kind of different
3 jobs?

4 A. I don't remember every job that I've ever
5 done over the lifetime.

6 Q. Do you remember any job that you've done
7 over the lifetime?

8 A. More or less generally bought and sell
9 real estate.

10 Q. All right. Did you run a restaurant in
11 New Jersey?

12 A. Did I run a restaurant in -- at one time
13 there was -- at one time there was a corner
14 restaurant that I got for a few months.

15 Q. Did you run a liquor store in Columbia?

16 A. Yes.

17 Q. And the real estate, did you buy and sell
18 real estate in Columbia and Richland County?

19 A. All over.

20 Q. All over. At the time of the incident
21 that's the subject of this lawsuit on June 1, 2013,
22 were you employed or not employed?

23 A. Disabled.

24 Q. You were disabled. And do you receive a
25 Social Security disability check from the United

1 States government?

2 A. Disability income, yes, I do.

3 Q. Okay. And how long have you been
4 disabled? How long prior to June of 2013?

5 A. I don't know exactly.

6 Q. And what's the nature of your -- what's
7 the disability you have?

8 A. Different things. Spinal injury.

9 Q. Spinal injury. Was that an injury that
10 you suffered on the job?

11 A. It's been so long I don't remember. Might
12 have been.

13 Q. Did you suffer a spinal injury in the
14 accident with Mr. Davis in Richland County?

15 A. Might have been. I don't remember. It's
16 been so long now and I'm on so much medication. I
17 don't remember the details. So I'm not going to
18 guess at it, you know.

19 Q. Okay. So the -- so the medication is
20 affecting your ability to long-term remember things?

21 A. Sometime I can't remember whether I took
22 my medicine yesterday.

23 Q. Okay.

24 A. Sometime I -- I -- I -- I -- I can't
25 remember whether I done took it this morning. So

1 you saw where sometime I have a lapse of memory
2 trying to get my thoughts together. So I'm trying
3 to do the best I can.

4 Q. I understand. And we -- we'll see how far
5 we get. We may have to take it up with the judge if
6 we feel like that there's an issue whether or not
7 you're competent or not.

8 A. Whatever.

9 Q. Do you possess a South Carolina driver's
10 license?

11 A. Yes.

12 Q. All right. And do you have any
13 restrictions on that driver's license?

14 A. What -- what do you mean?

15 Q. Well, for example, when you were taking
16 Mr. Rahal's deposition you said you had some issues
17 with your eyesight. Do you have to wear glasses to
18 drive?

19 A. I need glasses because I'm getting where I
20 can hardly see. And it's gotten worse from the
21 stress from this case and what they did to me where
22 I couldn't get my medication. And my eyesight is
23 getting worse and worse and that's why I was having
24 trouble seeing when I was doing his deposition.

25 Q. So you don't have to wear glasses to

1 drive?

2 A. I don't have any yet, but you saw the
3 trouble I was having reading. That's my best I can
4 answer to you.

5 Q. Okay. There's no restriction on your
6 license that says that you have to wear glasses to
7 drive?

8 A. Not that I'm aware of.

9 Q. Okay. Do you have your license with you
10 today?

11 A. I didn't bring it with me today.

12 Q. All right. Do -- I understand there was a
13 period of time before you moved back to Sumter that
14 you lived in the Columbia and Irmo area; is that
15 correct?

16 A. That -- the -- the way you're asking that
17 question -- Columbia area, yes.

18 Q. All right. And where did you live in the
19 Columbia area?

20 A. Oh, gee. I -- I -- I -- I don't recall
21 exactly.

22 Q. What's it near? What's a big landmark
23 that --

24 A. I -- I don't know exactly. Columbia is --
25 northeast, if you want to put it that way.

1 Q. Okay. You lived out in the northeast
2 area?

3 A. Yes.

4 Q. All right. And how long did you live in
5 Columbia?

6 A. I don't remember exactly.

7 Q. You don't remember that. Okay. Now, you
8 -- you told me that you have a South Carolina
9 driver's license. Do you hold any other licenses
10 from the state of South Carolina?

11 A. I have a South Carolina driver's license.

12 Q. All right. You don't have a real estate
13 license?

14 A. A real estate license for what? To do
15 what?

16 Q. To sell real estate or act as a broker?

17 A. Not that I'm aware of.

18 Q. Is that -- I can't -- I can't hear you.
19 Is that no?

20 A. Not that I'm aware of.

21 Q. All right. You don't have a contractor's
22 license as a residential contractor?

23 A. I don't understand you.

24 Q. Okay. You don't have a license from the
25 state of South Carolina to be a contractor to build

1 or remodel real estate?

2 A. To build houses and things like that?

3 Q. Yes, sir.

4 A. No, I don't build houses.

5 Q. Okay.

6 MR. CULBREATH: Can you hear -- are
7 you picking him up?

8 VIDEO OPERATOR: I am, but if you
9 could speak up that would --

10 MR. CULBREATH: Okay.

11 THE WITNESS: Okay. Good.

12 MR. CULBREATH: Yeah.

13 THE WITNESS: I will. I will. Could
14 we take a little break here and let me get some
15 water and bathroom and --

16 MR. CULBREATH: That would be fine.

17 THE WITNESS: -- take some
18 medication?

19 MR. CULBREATH: That would be fine.

20 VIDEO OPERATOR: We're going off the
21 record. The time on the monitor is 2:00.

22 (A recess transpired.)

23 VIDEO OPERATOR: We're going back on
24 the record. The time on the monitor is 2:13.

25 BY MR. CULBREATH:

1 Q. Mr. Taylor, when we took the break at 2:00
2 for you to take your medication you took two
3 medications. Could you tell me what those were?
4 Feel free to look at the bottles.

5 A. Hydro -- I'm sorry. I'm getting it wrong.
6 Hydro -- Indomethacin.

7 Q. And what is that for?

8 A. Swelling.

9 Q. Okay.

10 A. Hydrocodone.

11 Q. Is that a narcotic?

12 A. Yes. For -- well, for pain as needed.

13 Q. Is that the first time you've taken the
14 Hydro -- Hydrocodone today?

15 A. No.

16 Q. How many have you taken today?

17 A. First of all, let me -- can I say
18 something before I forget?

19 Q. Uh-huh.

20 A. In regards to I forgot it earlier because,
21 like I say, I -- I wanted to put on the record that
22 I'm objecting to any and all the questions that you
23 may ask that not -- that may not comport with the
24 rules. I just want to put that on there. I know
25 we're saving our objections for the trial, but, as

1 you said, some of the questions, if the form is not
2 proper and whatever, they have to be made here. So
3 I want to make a blanket objection to any question
4 that you ask that does not comply with the rules,
5 the law, or whatever just to preserve that. I just
6 want --

7 **Q. So you're making a blanket objection to**
8 **every question I ask today?**

9 A. That's not -- does not comport with the
10 rules, yes. The ones that not -- does not comport
11 with the rules is what I'm saying. If they all
12 comport with the rules, then you have no problem. I
13 just wanted to put that on there because I don't
14 want to get to trial and you say, "Well, oh, he
15 didn't object to that." So I'm just doing it just
16 for those that are not proper form, not the proper
17 question. For trial of this case I want to put that
18 objection on the record. I just want --

19 **Q. But you're not going to tell me which**
20 **questions those are today, you just want a blanket**
21 **objection to everything and then you'll object --**
22 **figure out which ones you object to later?**

23 A. To all of the ones that does not comport
24 with the rules. I'm putting a blanket objection
25 here and then I'll follow up with the court. I just

1 want to do what's necessary here to cover everything
2 today.

3 **Q. Okay. Do you have any --**

4 A. I forgot about that earlier and it's just
5 now coming back to me. So I thought maybe I better
6 put that on the record for now just down the line.
7 You know how you get down the line and then you,
8 "Well, I should have done that then." I'm trying to
9 make sure I cover myself according to the rules.

10 **Q. All right. Anything else you want to put**
11 **on the record?**

12 A. That's just what I can think of for right
13 now. For right now.

14 **Q. All right. Do you have any family in**
15 **Sumter County?**

16 A. In Sumter County? Yes.

17 **Q. All right. And who is that?**

18 A. Oh, gee, I wouldn't begin to try to --
19 they are scattered all over.

20 **Q. All right. Well, let's -- let's break it**
21 **down. Do you have any children who live in Sumter**
22 **County?**

23 A. I'm -- I'm hesitating because I'm trying
24 to think because sometime my kids come and stay a
25 period of time. So I -- I'm -- I'm trying to --

1 Q. Okay. Let me -- let's make it even
2 easier. What are your kids' names?

3 A. Joseph.

4 Q. Joseph?

5 A. Taylor.

6 Q. All right.

7 A. And Charlotte Taylor.

8 Q. And Charlotte Taylor. And are they both
9 over the age of 18?

10 A. Yes.

11 Q. And are either married?

12 A. Charlotte is not married. Joseph is
13 married.

14 Q. Joseph is married. Is he employed or is
15 it a she? Is that a male or a female?

16 A. Pardon me?

17 Q. Is Joe -- is it Joseph -- Joseph or
18 Josseph?

19 A. Joseph.

20 Q. Joseph. And what does Joseph do for a
21 living?

22 A. What does he do for a living? He's in the
23 U.S. military.

24 Q. All right. What branch of the military is
25 he in?

1 A. Let me think for a minute. The Army.

2 Q. He's in the Army.

3 A. United States Army.

4 Q. Is -- is he stationed here at Third Army
5 in Sumter?

6 A. Not to my knowledge, no.

7 Q. All right. So he -- Joseph and his
8 spouse, they don't live in Sumter County, correct?

9 A. I guess technically not.

10 Q. Okay. They don't have a house here in
11 Sumter County?

12 A. No, they don't have a house here in Sumter
13 County, not that I'm aware of.

14 Q. All right.

15 A. They are in the military.

16 Q. Okay. So they are not here. Now
17 Charlotte. Charlotte, does she have a house here in
18 Sumter County?

19 A. Not that I know of.

20 Q. All right. What does she do for a living?

21 A. She just became a doctor.

22 Q. A medical doctor?

23 A. Psychology doctor.

24 Q. A psychology doctor. And does she
25 practice psychology?

1 A. When you say practice, what -- what do
2 you --

3 **Q. Does she have a private practice where**
4 **she --**

5 A. She does --

6 **Q. -- sees folks or is she affiliated with a**
7 **hospital?**

8 A. Let me -- let me try to -- let me try to
9 answer your question.

10 **Q. Okay.**

11 A. She's a psychology doctor. She just --
12 what -- what's -- what's this month here?

13 **Q. It's the second day of June.**

14 A. I don't remember the exact date, but a
15 few -- a few weeks ago, a few months ago, University
16 of South Carolina graduation, she was one of those
17 that received a doctor -- became a doctor. So that
18 was only, what, just a little while ago. I can't
19 remember how long because time plays tricks on me.
20 So what? A month or so or whatever?

21 **Q. You're talking about USC in Columbia?**

22 A. Yeah. Yeah.

23 **Q. Okay. And so she's just starting her**
24 **career?**

25 A. Yeah. A psychology doctor, yes.

1 Q. Okay. Now, and I'm not trying to trick
2 you here. The reason I'm asking about family is
3 when we pick a jury I don't want any of your people
4 on the jury. And you say there are a lot of folks.
5 So tell me the last names of people related to you
6 in Sumter County.

7 A. I couldn't begin to do that.

8 Q. You don't know any of them?

9 A. There's so many. I mean, if I see them
10 walking the street -- let me see how do I answer
11 you?

12 Q. It's real simple, Mr. Taylor. I'm asking
13 the last names?

14 A. There's so many. You want me to be here
15 till 5:00 giving you last names of family I have in
16 Sumter County?

17 Q. Well, can -- can you give me five? Five
18 last names?

19 A. Williams.

20 Q. Williams.

21 A. Nelson.

22 Q. Nelson.

23 A. How many is that?

24 Q. That's two.

25 A. Let me see. Moses.

1 Q. Moses.

2 A. McBride.

3 Q. McBride.

4 A. How many is that?

5 Q. That's four.

6 A. Singleton.

7 Q. Singleton.

8 A. You want me to give you some more?

9 Q. Give me some more if you've got some more.

10 A. My back is killing me. I'm trying to

11 think now. Johnsons.

12 Q. Johnson.

13 A. Webb. The one --

14 Q. Webb.

15 A. -- that was sheriff that was the other

16 county. They -- they are more of my family.

17 Goodine.

18 Q. How do you spell that?

19 A. G-o-o-d-i-n-e.

20 Q. All right.

21 A. Goodine. Heyward, H-e-y-w -- I'll give

22 you ten and I'll stop there. How many is that?

23 Q. Let's see. That's one, two, three, four,

24 five, six, seven, eight, nine.

25 A. Britton.

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Q. B-r-i-t-t-o-n?

A. Right. And I can go on and on and on.

Q. Okay. We'll maybe come back to that.

What's your current address in Sumter County?

A. 332.

Q. I'm listening.

A. Huh?

Q. 332? You said your --

A. Oh. Oh. Oh. What was -- what was you asking?

Q. Your current address in Sumter County?

A. Oh, 332 Myrtle Beach Highway, Sumter, 29150. I'm sorry. I'm sorry. 29153.

Q. All right. And how long have you lived there at that address?

A. A long time.

Q. More than ten years?

A. I don't think it was over ten years.

Q. Okay. And have you lived in other places in Sumter besides the Myrtle -- the 332 Myrtle Beach Highway address?

A. No.

Q. Okay.

A. Not that I -- not -- in Columbia and other places.

1 Q. Did you ever live at 1120 Plowden Road in
2 Sumter?

3 A. I believe that's where Morton and them
4 lived on Plowden Mill Road before they moved up
5 here.

6 Q. So you've never listed that as an address
7 for you --

8 A. Not that I'm --

9 Q. -- with -- with any court records?

10 A. -- aware of can think today. No. I think
11 Morton -- it might have gotten mixed up with them.
12 Odell -- I mean, Reginald Morton, the one, they
13 lived I think there. I think that's --

14 Q. Okay.

15 A. -- the address that they had given when I
16 had asked them where did they live before.

17 Q. All right. Have you ever had any --
18 worked for any company here in Sumter County?

19 A. Sumter County? You mean like --

20 Q. Have you ever held a job in Sumter County,
21 say work at a store or work at a plant? It's real
22 simple. I'm trying to figure out where you've
23 worked before so if when we're picking a jury don't
24 want co-workers of yours, former co-workers of yours
25 on the jury.

1 A. Well, they goes so far back and so many.
2 I mean, I -- you're trying to ask me about them. I
3 see them all over and they remember me from years
4 and some of them I know their names and some of them
5 I don't. They -- they -- but, anyway, go ahead.
6 What's your question again?

7 **Q. My question is in the time that you've**
8 **lived here in Sumter have you worked for any**
9 **company, any -- worked at a store or held any**
10 **employment?**

11 A. A little company up one time named --
12 what's that dude? What's the place's name? It was
13 over by the track. A little cash and carry place.
14 I helped them out there at times over the years.

15 **Q. You don't remember the name of the cash**
16 **and carry place though?**

17 A. I think it was Howard Cash and Carry out
18 of Divine.

19 **Q. Howard Cash and Carry. Where is Howard**
20 **Cash and Carry located?**

21 A. They was over there by the railroad track.
22 So that's -- that's general -- let me see where
23 else. Let me see what time is it? I'm getting
24 quite weak. I haven't eaten anything all morning
25 and my blood pressure is sky high. I'm wondering

1 maybe might can get a bite?

2 Q. Mr. Taylor, if you would like to go get
3 something to eat, I would be happy for you to go get
4 something to eat. How long do you need?

5 A. Don't everybody want to get a bite? I
6 mean, I'm -- I'm -- I'm -- I'm starving. I'm
7 worried about fainting if I don't get me something
8 to eat.

9 Q. Well, sir, I don't want you to faint. And
10 so I want you to go get something to eat.

11 A... Okay.

12 Q. You tell me how long you need and we'll
13 adjourn the deposition until you can come back from
14 eating.

15 A. Maybe how about 20 minutes to maybe walk
16 down the street and maybe get a soda and a hot dog
17 unless they've got something in this building?

18 Q. I don't think they have -- I think all
19 they've got in this building is maybe some vending
20 machines. So you want to -- it is now, I've got my
21 watch, 2:28. So say come back at 3:00? That will
22 give you 30 minutes.

23 A. Yeah. Yeah.

24 Q. Okay.

25 A. I better be on the safe side. I better be

1 on the safe side.

2 Q. Okay. All right. We're going to go off
3 the record for 30 minutes and Mr. Taylor will get
4 something to eat and we'll be back here at 3:00.

5 A. Yes.

6 Q. Okay.

7 VIDEO OPERATOR: We're going off the
8 record. The time on the monitor is 2:28.

9 (A recess transpired.)

10 VIDEO OPERATOR: We're back on the
11 record. The time on the monitor is 3:07.

12 BY MR. CULBREATH:

13 Q. Before we went back on the record I
14 indicated to Mr. Taylor that we have to vacate the
15 building by 5:00. And in order for the videographer
16 and the court reporter to break down their equipment
17 and meet those timelines we're going to need to stop
18 at 4:45 today.

19 We have made arrangements to reserve this
20 room again tomorrow morning subject to Mr. Taylor's
21 availability. And we can start at any time that's
22 convenient for you, unless you have some other
23 conflict that prevents you from attending tomorrow.

24 A. Are you waiting on a response from me?

25 Q. Yes, sir.

1 A. Let's go forward and see can we get it all
2 done today is my response. Let's try to get it all
3 in. I got mine all in. So let's kind of speed it
4 up and then we'll --

5 Q. Well, see, but I'm entitled to ask you the
6 questions I have and not speed it up just to get it
7 done.

8 A. Well, let's -- let's try to get as far as
9 we can and let's try to get it done. That's all --
10 that's my response. Let's try to --

11 Q. All right.

12 A. -- get it done because, as I said earlier,
13 that I had to go over two doctors' objections and
14 the nurses, went over their objections to get out of
15 the hospital to come here. And they warned me
16 sternly of what they saw of my heart condition that
17 I needed to be -- have the bed already -- they had
18 the bed already upstairs cleared to admit me to the
19 hospital, but knowing how you -- the extra stress
20 and with the heart problems, you can imagine how you
21 would have take it if I wasn't here. So I had to
22 kind of went over their objections to be here. You
23 can imagine if I -- you would have think that I
24 didn't want to do it. So I went over all that to be
25 here today. So let's try to get it done is what I'm

1 saying.

2 Q. All right. But I'll reiterate once again
3 for the record, Mr. Taylor, if you are ill and not
4 able to proceed, I am not requiring you to proceed
5 that will jeopardize your health.

6 A. Well, let's -- let's try to get done.
7 Like I said, I went through -- I -- I did the best
8 in mine and sped it up and kind of cut it short to
9 get through that so Mr. Rahal could have been home
10 and he's gone. So I would like for you to try to
11 give me the same courtesy as I did him and let's try
12 to get as much as we can done.

13 Q. I will do as much as I can today, but I
14 can give you no guarantees whatsoever. All right.
15 Who -- so I understand, who are the doctors that are
16 treating you for this heart condition, sir?

17 A. Let me try to refresh myself here. Now,
18 say that again.

19 Q. Who are the doctors that you're
20 treating -- treating you for this heart condition?
21 You told me a few minutes ago that you left against
22 the advice two doctors. Who were those two doctors?

23 A. You mean at the hospital last night?

24 Q. Yes, sir.

25 A. And I think they was on the phone with

1 some other doctors, my understanding.

2 Q. Do you have a regular cardiologist who
3 sees you?

4 A. And just for the record, you said send
5 that other check -- check back to you and this one
6 replace that one? Is that what you told me earlier?

7 Q. We can do that or I can hold that check
8 and you acknowledge that you received the other
9 check and I'll destroy that one and you can cash the
10 first one..

11 A. Let me look in my records and see can I
12 find the other one and send it back to you.

13 Q. All right. Because I'm going to -- if
14 that's the case, you are going to use that one, I'm
15 going to have a stop payment authorization made on
16 the other check by the close of business today.

17 A. So I don't know if I can get it done since
18 we're going to be here till that time.

19 Q. Well, you --

20 A. Send you the other one?

21 Q. Yes. Or if you -- if we're back tomorrow,
22 you can bring it.

23 A. But send you the other one and I use this
24 one instead is what you're telling me?

25 Q. Yes, sir.

1 A. Okay. Now, what was your question again
2 about --

3 Q. My question was who are the doctors who
4 are treating you for your heart condition?

5 A. Let me -- let me -- hold on. Let me
6 refresh to answer your question accurately.

7 Q. Okay. To speed this up, you handed me
8 some hospital discharge papers earlier in your
9 deposition.

10 A. Yeah. Did you give those --

11 Q. Do you still have those?

12 A. Did you give those back to me?

13 Q. I did, sir.

14 A. I'm trying to find them. Are you sure you
15 gave them back to me?

16 Q. Yes, sir. I have a notice. I have a
17 broken phone.

18 A. Just -- just a minute. I'm trying to make
19 sure I give you the right doctor's name for whatever
20 so you can -- okay. Now, what was your question
21 again?

22 Q. Who are the doctors that are treating you
23 for your heart condition, sir?

24 A. Answering your question from this. It's
25 Sumter Cardiology.

1 Q. All right. And this is a document that
2 was previously marked as Exhibit 38.

3 A. As --

4 Q. It says, "Dear patient," and it's Dr. M.
5 Jacocks, J-a-c-o-c-k-s. Is that doctor your
6 cardiologist?

7 A. That I'm -- let me just say what it says
8 here to be accurate. Now, that's his name. "Dear
9 patient: Charles Taylor. Your doctor has
10 recommended that you have a Nuclear Stress Test.
11 Special medication are ordered specifically for your
12 test, therefore, please give a 24-hour notice if you
13 are unable to keep your appointment."

14 And down at the bottom here it has, what,
15 Thursday, June 11, 2015, 2:30, Dr. M. Jacocks
16 office. And right at the bottom it says, "About The
17 Test: All IV will be placed in your arm for the
18 administration of the small amounts of radioactive
19 material to allow imaging of your heart." That's
20 Dr. -- I still cannot see that. Dr. M. Jacocks.

21 Q. Okay. I didn't ask that. Is the Dr. M.
22 Jacocks, is that your cardiologist?

23 A. That's one of them.

24 Q. All right. Who is the other one?

25 A. The ones last night?

1 Q. Uh-huh.

2 A. Let me find that document so that I can --
3 I can't hardly remember that --

4 Q. Is it in your folder there?

5 A. That -- yeah. I'm -- I'm going to get
6 there so I can -- yeah. Because I'm trying to
7 remember it voluntarily, but it's not coming to me.
8 Got these out of order, but it doesn't matter
9 because I'll have to line them up, I do believe, for
10 the actual trial. Okay.

11 Q. The document is there at the bottom of --
12 right there.

13 A. Okay. Okay. Just one second. I'm
14 looking for the doctor's name somewhere on here so I
15 can answer your question.

16 Q. Okay.

17 A. I'm looking for the doctor's name. This
18 where I was leaving says final diagnosis chest pain
19 unspecified, additional diagnosis of headache and
20 hypertension that I was --

21 Q. Yes, sir.

22 A. -- complaining of.

23 Q. And I understand that. The question is
24 who were the doctors? We don't need to know the
25 narrative. Just who were the doctors?

1 Mr. Taylor, in an effort to speed this up,
2 if you would like, if you would hand me the
3 documents, I'll let Mr. Brogdon see if he can find
4 the doctor's name on them while I ask you some other
5 questions. How about that?

6 A. Okay. Hold on just a minute. I have
7 looked these over and I don't see the doctor's name
8 that I was talking about at the -- the doctors that
9 I was talking about at the hospital last night that
10 told me. I will have to find out who was the one
11 that told me what I told you, that I needed to be
12 admitted upstairs last night to put me in the
13 hospital, but I was under so much pressure that I
14 had to be here. So I'll have to find out who that
15 because I didn't see them on this.

16 Q. Let me look at the documents.

17 A. You want to glance at them? See, your
18 eyes might be better than mine.

19 Q. I'll let Mr. -- Mr. Brogdon look at that.
20 Now, one of the other things that can expedite this
21 along, we'll let Mr. Brogdon finish that. You
22 brought all these medications. Were those
23 medications to show us medications that you're
24 taking as a result of this incident?

25 A. Medications that I'm taking for -- that I

1 needed to have on a timely basis to keep my
2 conditions under control.

3 Q. Okay.

4 A. And I'm just showing you some of the ones
5 that I needed unless my conditions get out of
6 control. Like you can see my hands are swelled
7 there and you can see here. And this is very
8 important because I want to show you what would
9 happen without getting the medication on a timely
10 medication which I use my rent money for and then he
11 rent him the truck, Reginald Morton, Rahal did, with
12 no driver's license and he come and tear up my
13 property.

14 Q. Okay. And move to strike that as
15 nonresponsive to the question. What I asked you is
16 you brought medications with you today, correct?

17 A. Yes.

18 Q. Okay. Can -- can you hand the medications
19 and I'll have Mr. Brogdon make a list of them so I
20 can ask you questions rather than spend time going
21 over what they are?

22 A. Hold on just a second.

23 Q. All right, sir.

24 A. I'll -- I'll -- I'll -- let me -- let
25 me -- let me hold it up and I'll just call out the

1 name for him. He got the camera there. He can see
2 whatever he --

3 Q. Mr. Taylor, what I'm asking you is hand us
4 the medications. I'll have Mr. Brogdon make a list
5 of them and then we'll go over them, but we're --
6 you're concerned about trying to get done. That
7 takes an inordinate amount of time for you to hold
8 up each one. I can be asking you questions and move
9 through this. If you would rather hold up each one
10 for the camera and show it to them, fine, but that's
11 going to prolong today.

12 A. I'll do it very quickly. I'll do it very
13 quickly. This one is Hydrocodone.

14 Q. Okay. May I see that, please, sir. All
15 right, sir. Go ahead. I'm --

16 A. When he hands me that back I'll -- I'll
17 put that aside here. This is Indomethacin.

18 Q. All right.

19 A. You can just look at it closely there.

20 Q. What do you take Indomethacin for, please,
21 sir?

22 A. To try to keep down all the swelling.

23 Q. Okay.

24 A. And as you can see here, you see how my
25 joints have become deformed? That's what I take it

1 for, to prevent this sort of thing. They became
2 deformed when I couldn't get my medicine on a timely
3 -- you see how they are deformed there? That's my
4 joint. And these are every place that I have joints
5 on my body is -- that's how they are deformed. That
6 medication is to keep that down and must be taken on
7 a timely basis regular. And so -- and when you
8 don't get it these are the sorts of things -- see
9 how my hands are swell, the knots on it? This is
10 where I'm going to have to have surgery to correct
11 these.

12 **Q. All right, sir. And I didn't ask you that**
13 **question.**

14 A. Oh, I'm sorry.

15 **Q. I know you want to volunteer these things.**

16 A. Okay. Okay.

17 **Q. You're just making the deposition last**
18 **longer.**

19 A. Okay.

20 **Q. If that's what you want, that's fine.**

21 A. We'll try to go a little faster then. I
22 just had to explain to you. You asked what the
23 medication is for. That's what that one is for.

24 **Q. Who prescribed that? You can't really**
25 **read that.**

1 A. Gee, I can't really see that because my
2 eyes, but it will come to me and I'll --
3 Hydrocodone, Indomethacin. Allopurinol.

4 **Q. For the record, Mr. Court Reporter, that**
5 **is A-l-l-o-p-u-r-i-n-o-l. And this is for what?**

6 A. That is a medication that must be taken
7 every day on time.

8 **Q. For what?**

9 A. To keep joints and things from deforming
10 like you see here. And like I say, I can only show
11 you here because I have them every place that I have
12 joints on my body, which is my knees. Every place I
13 have joints look like this right here.

14 That -- what that medication, if it's not
15 taken on time, will help prevent, but when I
16 couldn't get it because they tear up my house by
17 renting them a truck and everything --

18 **Q. Okay.**

19 A. -- this is the result, but that -- that's
20 a short -- that's the answer. To help prevent
21 these.

22 The next one is Triam. You can pronounce
23 that name. That's Triam I call it for short, but
24 it's Triam HTC, whatever. I just call it Triam.

25 **Q. And what is this for?**

1 A. That is it must be taken to try to keep my
2 high blood pressure down. And when I don't get it
3 and get it in a timely manner, then it spreads to
4 heart attack and stroke.

5 **Q. Okay.**

6 A. There's some others, but I don't have
7 those bottles with me because some of it I'm out of,
8 which I should have, but that's for right now.

9 **Q. So that is all the medication you brought**
10 **with you today?**

11 A. That's what I brought with me today.
12 There are a few others. I can't think of what they
13 are, but that's just for today is what I --

14 **Q. We're going to hand -- I'm going to hand**
15 **you back the admissions documents from Tuomey.**

16 A. These are the ones that I was released
17 from the hospital.

18 **Q. Yes, sir. All right. Let me back up to**
19 **some background information. Do you belong to any**
20 **social organizations here in Sumter County? Masons,**
21 **Lions, anything like that?**

22 A. Say that again.

23 **Q. Do you belong to any social organizations**
24 **in Sumter County? And I used an example of Masons,**
25 **Lions.**

1 A. I attend some of these functions from time
2 to time.

3 **Q. And who puts on these functions that you**
4 **attend from time to time?**

5 A. Gee, I wouldn't begin to guess. I
6 wouldn't begin to guess.

7 **Q. You don't -- you go to functions, but you**
8 **don't know who puts them on?**

9 A. Basically, yes.

10 **Q. All right. Do you attend a church here in**
11 **Sumter County?**

12 A. Sometimes yes and other -- sometimes other
13 places.

14 **Q. Okay. What is the church you attend most**
15 **regularly?**

16 A. What's that -- Seventh-day Adventist
17 Church right there on 15. I don't know if you're --
18 you're not -- you're maybe not familiar with it
19 because you're not from Sumter, are you?

20 **Q. I am not.**

21 A. Seventh-day Adventist Church right there
22 on 15. One of them on 10. There's some others.
23 You know, I just go sometimes from different
24 churches because I like different service, but
25 that's one of them.

1 Q. Okay. Are you of the -- strike that.

2 A. Can we take a couple minutes to stand and
3 bathroom?

4 Q. Sure.

5 A. I didn't -- I was rushing to get here and
6 didn't have a chance to run to the bathroom. Can we
7 take just a two or three minute to go to the
8 bathroom?

9 VIDEO OPERATOR: We're going off the
10 record. The time on the monitor is 3:28.

11 (A recess transpired.)

12 VIDEO OPERATOR: We're going back on
13 the record. The time on the monitor is 3:44.

14 BY MR. CULBREATH:

15 Q. All right. Mr. Taylor, we're back on the
16 record. I'll just tell you at the pace we're going
17 we're not going to finish today. We have about an
18 hour left in the day. And so what I want to clarify
19 with you now is will you appear tomorrow morning to
20 finish the deposition provided your health?

21 A. Let -- let's try to get it all done today.

22 Q. Okay. Mr. Taylor, what I'm telling you is
23 it's not going to get done today.

24 A. Let's try. Let's try.

25 Q. Well, Mr. Taylor --

1 A. That's all I'm asking you. Let's make an
2 effort and see what happens.

3 Q. Okay. I'm -- I'm going to represent to
4 you it's not going to finish today. Okay?

5 A. Let -- all I'm asking you is let's try.

6 Q. All right. Mr. Taylor, have you ever been
7 convicted of a crime?

8 A. I have committed no crime in this case by
9 asking for payment.

10 Q. Mr. Taylor, that's not my question.

11 A. Let -- let me answer the question. You
12 asked it. When I asked Mr. Rahal a question I
13 allowed him to finish his answer.

14 Q. All right.

15 A. First of all, I'm objecting to that
16 question. I've already put a blanket on there, but
17 -- I did not rent anybody a truck with no license.
18 Roy Rahal did. If anybody is going to be arrested,
19 it's him. He was the one who rent a drug dealer the
20 truck with no license, which is illegal, and he came
21 and tore up my property and I'm demanding payment.

22 Q. And I'll strike that -- move to strike
23 that as nonresponsive. Mr. Taylor, have you been
24 convicted of a crime? It's a yes, no, or you can
25 tell me --

1 A. I have not committed --

2 Q. -- "I refuse to answer."

3 A. Let me -- let me just -- I'm going to give
4 you my answer like Rahal give his answer. Roy Rahal
5 was the one who rented the truck to Reginald Morton
6 with no license. I just want to make this clear.
7 He rented and admitted earlier in the deposition
8 that he was the one who rented Reginald Morton a
9 truck with no license.

10 And Reginald Morton in a drug deal with
11 him got the truck and then he came and tore up my
12 property. And I'm demanding compensation. I don't
13 think that's -- if anybody is convicted of a crime,
14 it's Roy Rahal. Now, that --

15 Q. I'll move to strike that again as
16 nonresponsive. Mr. Taylor, if you don't want to
17 answer my question as to whether or not you've been
18 convicted of a crime, tell me, "I refuse to answer,"
19 and we'll go to the judge.

20 A. I'm telling you I have not committed any
21 crime. Roy Rahal was the one.

22 Q. Okay.

23 A. Roy Rahal is the one that rented the truck
24 with no driver's license.

25 Q. Okay. Mr. Taylor --

1 A. That's what --

2 Q. -- I didn't ask if you committed a crime
3 here. I've asked have you ever been convicted of a
4 crime ever in your life?

5 A. Reginald Morton is the one who rented the
6 truck with no driver's license.

7 Q. And, Mr. Taylor, you can say that, but I'm
8 going to keep asking the question, but in the -- I'm
9 going to interpret your answer that you refuse to
10 answer my question.

11 A. No. I'm --

12 Q. And we will go to the court.

13 A. I'm -- I'm --

14 Q. We'll go to the court. Please make a note
15 Mr. Taylor refuses to answer --

16 A. No.

17 Q. -- my question.

18 A. I'm answering your question.

19 Q. No, you're not.

20 A. Well, this is bordering on harassment.

21 Q. No, sir. I'm entitled to know for the
22 purposes of impeachment purposes whether or not you
23 have a prior conviction.

24 A. When I was starting asking Roy Rahal the
25 answer I let him give me his answer. You said if I

1 keep asking it, I'm harassing him. So you keep
2 asking me the same thing and I'm harassing him. My
3 answer is Roy Rahal was the one who rent Reginald
4 Morton a truck with no driver's license in a drug
5 deal.

6 **Q. Okay.**

7 A. Reginald Morton was the one say how he got
8 the truck in a drug deal with Rahal with no driver's
9 license. And then he came and tear up my property.
10 And then I couldn't get my medicine and that's why
11 I'm all swell up and having a heart condition where
12 I got to go to the hospital and whatever.

13 **Q. Is your testimony, Mr. Taylor, that you've**
14 **not been --**

15 A. So Roy --

16 **Q. -- convicted of a crime?**

17 A. Roy Rahal is the one should be arrested
18 for a crime. That's -- that's -- that's my answer.
19 I allowed him, you can look at the tape, to give his
20 answer. Some of it I didn't agree with or didn't
21 like, but I allowed him to give his answer. And
22 then you tell me if I keep asking the same thing
23 when he doesn't answer it, I'm harassing him. So
24 that's my answer. If anybody should be arrested for
25 a crime, it's him. That's my answer. Now we can

1 move on to the next question.

2 Q. You have not been convicted of a crime?

3 Is that your answer?

4 A. I give you my answer. If demanding
5 compensation for him tearing up my property -- does
6 he have a right to get a truck in a drug deal with
7 no license and come tear up my property? I don't
8 think he have the right to tear up my property. And
9 then when I demanding him pay the compensation he
10 say, "Oh, I'm going to" -- say, "I'm going to accuse
11 you of a crime." I'm demanding that he pay me my
12 compensation for coming and tearing up my house and
13 I couldn't get my medication. Look at how I'm
14 deformed.

15 Q. Mr. -- Mr. Taylor, I'm going to move to
16 strike. It's not responsive to the question.

17 A. Let me just show you how I'm deformed and
18 then you can strike whatever. Look at how my joints
19 are deformed. Let me show you the other one. Look
20 at how my joints are deformed and look at how my
21 hands are deformed.

22 Q. Let me ask some more specific questions
23 then, Mr. Taylor. Were you indicted in Sumter
24 County in 1998 for making a false statement on an
25 insurance claim?

1 A. First of all, I put a blanket objection to
2 them kind of questions. I guess you're trying to
3 embarrass me and --

4 Q. No, sir, I'm not.

5 A. -- trying to accuse me of something so you
6 won't have to pay for what they did.

7 Q. No, sir. I'm entitled to that -- know
8 that information because it -- under the rules of
9 evidence it goes to your credibility. So I'm
10 entitled to know that. What we're going to do is
11 I'm going to go to the court and ask them to order
12 you --

13 A. I'm trying to --

14 Q. -- to answer the question.

15 A. I'm -- I'm -- I'm trying to answer your
16 question. What was -- what was your question?

17 Q. Were you indicted in 1998 in Sumter County
18 for making a false statement to an insurance
19 company?

20 A. 19 -- in when?

21 Q. 1998?

22 A. Let me see. How many years -- what it --
23 well, what -- I don't know if I was in Sumter in
24 1998.

25 Q. Okay.

1 A. I can't -- I can't place the dates of
2 what -- of what you -- the date. 1998, what -- what
3 is that date?

4 **Q. I have 1998 as the date of the indictment.**

5 A. 1998 when? Let me see. What -- what's --
6 what's this year here?

7 **Q. This is 2015.**

8 A. So you're talking about how many years?

9 **Q. You do the math.**

10 A. Pardon me?

11 **Q. I said you do the math.**

12 A. I'm -- I'm -- you probably can think
13 though faster than I am. Mine -- I've -- I've --
14 I've told you I'm taking a lot of medication and --
15 and sometimes I can't think as fast as -- as you
16 can. You're probably not taking a lot of
17 medications. And I told you I left the hospital
18 last night to come here.

19 **Q. And I've told you before, Mr. Taylor, if**
20 **you would like --**

21 A. Let me see. How many years is -- what's
22 this? What did you say this is?

23 **Q. 2015.**

24 A. 2015. And what was the year you said?

25 **Q. 1998.**

1 A. So how many years is that? Let me try
2 to -- let me try to calculate that. You said that's
3 -- how many years?

4 **Q. I don't answer the questions, Mr. Taylor.**

5 A. I'm just trying to figure out how many
6 years of what you're talking about.

7 **Q. What's --**

8 A. About how many years is what you're
9 talking about?

10 **Q. Mr. Taylor --**

11 A. I'm just asking you to try to help me
12 let's --

13 **Q. All right.**

14 A. -- calculate in my mind how many years
15 you're talking about. That's all I'm trying to get
16 a handle on.

17 **Q. That would be 17 years, I believe, sir.**

18 A. 17 years?

19 **Q. Yes, sir.**

20 A. What I'm supposed to -- what I -- 17
21 years?

22 **Q. You don't --**

23 A. You -- you -- what -- what date 17 years
24 are you talking about?

25 **Q. Sir, it's -- you don't recall pleading**

1 **guilty to such a charge?**

2 A. What -- in 17 years what are you talking
3 about? It's -- I'm trying to be specific and
4 accurate as to what you say. I just can't just --

5 Q. I understand, sir. What I'm trying to
6 understand, you know, I asked you before if you had
7 been convicted of a crime and you --

8 A. You said something was 17 years ago.

9 Q. Were you indicted in 1998 for making a
10 false claim to an insurance company?

11 A. I don't know. I can't think that far. I
12 don't know if I was in Sumter County 17 -- was 17
13 years ago?

14 Q. Yes, sir.

15 A. I'll have to double-check and -- and see.
16 I don't think I was in Sumter County.

17 Q. How would you double-check that to see?

18 A. I'm -- if you give me some time to think
19 and kind of go back to what it is you're talking
20 about 17 years ago. As I just told you earlier,
21 sometime I can't remember whether I took my medicine
22 yesterday or not.

23 Q. Okay.

24 A. And sometime I -- I -- I -- I -- I take it
25 one hour and then I -- if I'm not -- write it down

1 and put it right in front of me, I might got it.

2 And you --

3 Q. Well --

4 A. You -- you want me to recall everything
5 from a year back 17, 20 year, 30 years ago. I can't
6 do that just sitting on the spot.

7 Q. All right. We'll come back to that. Let
8 me ask you some questions about the property at 332
9 Myrtle Beach Highway where -- you live there, right?

10 A. What? Say that again now.

11 Q. Okay. Do you live at 332 Myrtle Beach
12 Highway?

13 A. At 332?

14 Q. Yes.

15 A. The little house?

16 Q. Yes.

17 A. Yes. Yes.

18 Q. Okay. And --

19 A. 291 -- 2915 -- 29153.

20 Q. Okay. Does anybody live there with you?

21 A. You mean in the little house?

22 Q. Correct. Yes, sir.

23 A. You mean living in the little house with
24 me?

25 Q. Yes, sir.

1 A. You -- you -- you mean -- you mean when?

2 Q. I mean like today, now.

3 A. No. I live there alone.

4 Q. All right. On June 1, 2013, when this
5 incident you allege occurred was anyone living there
6 with you then on June 1, 2013?

7 A. June 1, 2013? In the little house that me
8 and you are talking about?

9 Q. Yes, sir.

10 A. To January or June -- I'm sorry. I'm
11 sorry. I lost my train of thought. Say that again.

12 Q. All right. On June 1, 2013, the date that
13 you allege the incident occurred, was anyone living
14 in the little house at 332 Myrtle Beach Highway with
15 you?

16 A. Just me. I can't -- I don't think anybody
17 was living there with me. It would have been maybe
18 a family member or something might have come stay
19 for a little while, but just -- just me unless it
20 come to me later that a family member might have
21 been there. So I -- I answer that way just to make
22 sure.

23 Q. Okay. Now, are you currently a plaintiff
24 in any other lawsuits?

25 A. I'm trying to -- trying to think back to

1 answer your question. Say that again.

2 Q. Are you currently a plaintiff in any other
3 lawsuit?

4 A. I'll -- I'll -- I'll have to check that.
5 Let me see. Let me -- let me -- let me check that
6 before I can say yes or no. Let me -- let me -- let
7 me check that and I'll get back to you on that.

8 Q. All right. Are you currently a defendant,
9 someone who has been sued, in any other lawsuit?

10 A. I -- I don't know. My mind is so messed
11 up with the medication I'm taking. Let me -- let
12 me -- let me get back to you on that. I've --
13 I've -- I've -- I've lost my train of thought. Let
14 me get back to you on that. I've got to bring my
15 mind back to -- let me -- let me get back to you on
16 that.

17 Q. Mr. Taylor, because of the medication I
18 believe you've taken on two occasions now today
19 since we've been in the depositions has that
20 affected your ability to hear and understand my
21 questions?

22 A. I can -- I can hear you.

23 Q. All right. Can you understand my
24 questions?

25 A. I'm giving -- I'm giving the response from

1 my understanding.

2 **Q. Does it affect your ability to testify**
3 **truthfully -- truthfully in any way?**

4 A. I'm being careful to try to answer your
5 question truthfully and I'm -- I'm -- I -- I -- I
6 guess I'm kind of taking my time because I -- I
7 don't want to say something was a week ago at 10:00
8 and it turned out to be 11:00 and then you're going
9 to say, "Oh, I gotcha." You see -- you know, I'm
10 trying to avoid that, "Oh, I gotcha because you said
11 it was 10:00 and it was 11:00." So I got to -- I'm
12 trying to be accurate into what I say. That's why
13 I'm being very careful.

14 **Q. All right. But you understand just like**
15 **you were entitled to get Mr. Rahal to testify, I'm**
16 **entitled to learn everything you're going to say**
17 **before this case goes to trial? You understand**
18 **that, don't you?**

19 A. I understand that you have the right to
20 deposition me like I did him. That's what we're
21 doing.

22 **Q. All right.**

23 A. Your -- in other words, I'm looking at it
24 as defendant have the right -- I say you, but you're
25 not a party to the suit. You're the lawyer. So the

1 defendant I understand -- my understanding is that
2 they have a right to deposition me under the same
3 rules that I have -- that they have a right to
4 deposition me like I have a right to deposition them
5 under the same rules as I did Mr. Rahal. I
6 understand the rules, that they apply to both of us.

7 **Q. Yes, sir. Now, you've -- you're**
8 **representing yourself in this case. Do you have any**
9 **legal training, sir?**

10 A. What do you mean by --

11 **Q. Did you go to any paralegal classes or any**
12 **kind of law classes?**

13 A. When are you talking about?

14 **Q. All right. I'm talking about at any point**
15 **in your background?**

16 A. You mean over -- since -- since when?

17 **Q. Let's say in the past 15 years?**

18 A. I'm trying to think back for a long time
19 for 15 years. Earlier you asked me something about
20 20 years or whatever. Like I said, from day-to-day
21 I can't sometime remember whether I take my
22 medication or not. So how long ago you said?

23 **Q. I said 15 years.**

24 A. And what was the question?

25 **Q. Have you had any legal training?**

1 A. You mean like from where?

2 Q. Like from tech school, community college,
3 just on your own reading?

4 A. I reads.

5 Q. All right. But you've never had any
6 formal classes?

7 A. When you say formal classes, what do you
8 mean?

9 Q. I mean in that you go to a class say at
10 Central Community Technical College?

11 A. And how long ago are you talking about?

12 Q. Up to 15 years ago.

13 A. Oh, that's a long time.

14 Q. Okay.

15 A. I -- I -- I can't say for sure.

16 Q. Okay. If you don't know, just tell me, "I
17 don't know."

18 A. I can't say for sure.

19 Q. Mr. Taylor, in this case are you receiving
20 any assistance from any legal professional,
21 including anyone who has been disbarred?

22 A. Now, explain that to me what --

23 Q. All right.

24 A. -- you're talking about.

25 Q. Do you have anyone who is helping you

1 write your papers that you are submitting to the
2 court and to the defendants in this case?

3 A. I'm trying to think. I'm trying to think.
4 Say that again.

5 Q. Okay. In this case do you have anyone,
6 legal professional, whether it be a lawyer, someone
7 who used to be a lawyer and got disbarred, that's
8 helping you write the papers that you are submitting
9 in this case?

10 A. And who -- who are you talking about?

11 Q. I don't know. I'm asking is anybody
12 helping you or are you doing all of this on your
13 own?

14 A. Well, if you can tell me what names, I'm
15 trying to figure out who you are getting at.

16 Q. No, sir. I don't know. I'm asking the
17 question because I don't know.

18 A. And what was the question again?

19 Q. Okay. The question --

20 MR. CULBREATH: Can you re-read my
21 question, Mr. Thomas.

22 THE WITNESS: Let me -- go ahead.

23 (The Court Reporter read the record as
24 requested.)

25 THE WITNESS: I mean, you said

1 disbarred. You mean -- you mean what specifically
2 so I can understand what you --

3 BY MR. CULBREATH:

4 Q. Disbarred means someone that the state
5 Supreme Court has taken their law license and said
6 you cannot practice law anymore.

7 A. For what? For what?

8 Q. They can -- you can be disbarred for any
9 number of grounds.

10 A. Like what, for instance?

11 Q. You can be disbarred for taking other
12 people's money. You can be disbarred for being
13 convicted of a crime. That's just two that come to
14 mind, but there are lots of reasons lawyers get
15 disbarred.

16 A. And they can -- somebody can be disbarred
17 for soliciting perjury and that kind of thing is
18 what you're saying?

19 Q. Okay. Let me ask you that because you've
20 accused a lot --

21 A. No. I'm just -- I'm just trying to
22 understand what you're talking about by being
23 disbarred. For any kind of things like that is what
24 -- that's what you're saying?

25 Q. Yes, sir.

1 A. And you -- you're asking me if I got
2 somebody like that helping me do what? Write
3 papers?

4 **Q. Yes, sir.**

5 A. I -- I -- I -- I -- I don't want you to
6 keep saying I'm accusing anything when I'm trying to
7 answer your -- understand you and answer your
8 question.

9 **Q. It's pretty simple, Mr. Taylor. Either**
10 **somebody is helping you write this stuff or you're**
11 **doing it all on your own. If you're doing it all on**
12 **your own, great. That's all I'm asking.**

13 A. Sometimes I -- I -- I -- I ask different
14 people a question. I ask the clerk in the
15 courthouse a question or run to different people and
16 ask them. So it's hard to answer your question
17 because if I say one way, it might turn out that I
18 had asked somebody a question and they might fit in
19 the category you just mentioned. So I'm --

20 **Q. Well, the -- the clerk of court isn't in**
21 **my category. So you can take the clerk of court out**
22 **of that. I don't care about anybody over at the**
23 **courthouse in the clerk's office.**

24 A. Well, sometime I run into other people and
25 so some of them might fit in your category. So I

1 can't say for sure one way or the other to answer
2 your question is the safest way and the correct way
3 as far as I understand it that I can say right now.
4 If something come to mind later, I'll try to answer
5 it better.

6 Q. All right. Now, have you ever sued a
7 rental truck company before?

8 A. Who are -- who are you talking about?

9 Q. I'm talking about you, Charles Taylor,
10 have you ever sued a rental truck company before
11 this case?

12 A. When?

13 Q. I'm -- any time?

14 A. When are you talking about?

15 Q. Sir -- okay.

16 A: I'm trying to -- I'm trying to understand.

17 Q. Okay. Mr. Taylor, I would assume that you
18 remember when you brought lawsuits before. And I'm
19 asking in the lawsuits that you brought before have
20 you ever sued a company that rents trucks?

21 A. Can you tell me when you talk about? Give
22 me some recollection --

23 Q. Okay.

24 A. -- to try to help.

25 Q. All right. In the last ten years have you

1 **brought a lawsuit against a company --**

2 A. Ten years?

3 **Q. -- that rents trucks?**

4 A. Ten years? Ten years? Ten years? That
5 -- that -- that's a long time. I can't say for one
6 way or the other sure right now, but I'll keep your
7 question in mind and try to recollect and then get
8 -- follow up with you on that.

9 **Q. Well, let me ask you did -- in your case**
10 **in Richland County did you sue Budget Truck?**

11 A. I don't -- when are you talking about?
12 Give me some dates and what I -- when you're talking
13 about.

14 **Q. All right. It's the case that was filed**
15 **in Richland County, Charles Taylor versus Thomas**
16 **Davis and State Farm Mutual Automobile Insurance**
17 **Company. At some point in that case did you sue**
18 **Budget Truck?**

19 A. I'm trying to be as specific as to the
20 parties. I -- I -- I can't get the exact parties
21 straight. So I'll have to get back to you on that
22 so I can be very accurate as to the parties. And I
23 just don't have them all right out in mind and I
24 don't want to say the wrong thing. So you'll have
25 to give me some time and think about that. I've got

1 to be very careful with my answers here because,
2 like I said, if I say something was Thursday or I
3 got the name wrong, then you're going to come and
4 say, "Oh, you said this," and -- and I'm trying to
5 avoid that.

6 Q. I know you are. And you are trying to
7 -- you're -- but --

8 A. I'm trying to --

9 Q. I'm also entitled to get an answer to my
10 question and not that you get to kick the can down
11 the road.

12 A. Oh, no. No. No. No. No.

13 Q. So --

14 A. No. No. No.

15 Q. Because I'm -- I've said to you we're not
16 going to finish today.

17 A. We're trying. We're doing our best.
18 We're doing our best.

19 Q. But we're not. Okay. I'm just telling
20 you that right now.

21 A. Well, we're trying our best. We might be
22 able to get it done. Let's try. You don't know how
23 -- what we'll do until we try. Let's -- let's --
24 let's try.

25 Q. Okay. Have you ever rented a vehicle from

1 **U-Haul before?**

2 A. Gee. When?

3 **Q. At any time in your life have you ever --**

4 A. Okay.

5 **Q. -- rented a truck from U-Haul?**

6 A. All right. I -- I -- I -- you -- I'm
7 trying to ask you when because I can imagine
8 everybody mostly who are alive if they have any
9 reason probably have rented a truck, car from some
10 place. I've rented cars, truck over in my lifetime
11 and most everybody else have rented something from
12 somebody, haven't they? I -- I -- I -- I -- I -- I
13 guess that's kind of obvious, I would think.
14 What -- what -- what specific are you -- give me
15 some specifics when and what and then I could try to
16 be more specific.

17 **Q. Mr. Taylor, in your adult life have you**
18 **ever rented a truck from U-Haul?**

19 A. I -- I -- I -- I guess. I guess you could
20 say -- I guess you could say -- over my lifetime?
21 Over my lifetime? I'm getting on down towards 60.
22 I -- I -- I guess everybody had rented.

23 Now, if you ask me specific dates and
24 whatever, because what you're going to do, whatever
25 specific dates and I'm trying to -- but I guess so.

1 Over the year -- over the 60 years, I -- I guess so.

2 Q. All right. Do you have any specific
3 recollection of renting a truck from U-Haul?

4 A. Can we -- my -- my -- my -- my head is
5 about to split in two. My blood pressure is -- is
6 -- is -- is getting quite high. Can we take a
7 little break?

8 Q. Sure.

9 VIDEO OPERATOR: We're going off the
10 record. The time on the monitor is 4:08.

11 (A recess transpired.)

12 VIDEO OPERATOR: We're going back on
13 the record. The time on the monitor is 4:24.

14 BY MR. CULBREATH:

15 Q. All right. Mr. Taylor, in -- during the
16 break from 4:08 to 4:24 did you speak to anyone
17 regarding your testimony?

18 A. You mean when -- you mean -- say that
19 again.

20 Q. Did you -- did you talk to anyone about
21 your testimony during the break?

22 A. Who would I have talked to? I mean, I'm
23 trying to --

24 Q. So I take that as no, you didn't talk to
25 anyone?

1 A. I didn't talk to anyone about any --

2 Q. **It's a yes or no question, Mr. --**

3 A. About my testimony you're talking about?

4 Q. **Yes, sir.**

5 A. No.

6 Q. **Did -- did you talk to anyone about**
7 **anything else between 4:08 and 4:24?**

8 A. Can I clarify one thing here?

9 Q. **Uh-huh. Sure.**

10 A. That we had talked about earlier while
11 it's on my mind because it just came there. You
12 agree that you were going to -- let me -- I just
13 want to make sure you understand the reason while
14 it's on my mind. You agree that you were going to
15 provide me the document to sign. You were going to
16 send it to me so that you can then send me the
17 confidentiality agreement so that you can then send
18 me the -- the agreement -- a copy of the agreement
19 between Rahal and U-Haul?

20 Q. **Yes, sir.**

21 A. And the policies and procedures? You said
22 you were going to send me a document?

23 Q. **I was -- I was going to send you the**
24 **confidentiality agreement. And once you execute**
25 **that we would --**

1 A. Then you would send it to me?

2 Q. -- forward you the dealer agreement.

3 A. Okay, sir.

4 Q. But we've been sitting here all day. So I
5 haven't --

6 A. No.

7 Q. -- had a chance to --

8 A. I'm just trying to understand and make
9 sure you're going to send me the thing to sign is
10 what I'm making clear of today? You are --

11 Q. Yes, sir.

12 A. Okay. And then when I execute it, read
13 and execute it, you are going to send me the copy of
14 the dealership agreement and the rule -- rental
15 rules and policies and procedures?

16 Q. Well, we're going to send you the
17 dealership agreement, which is covered by that.
18 Whether -- not the rules and proceed -- the rules
19 and regulations, that's something different. I'm
20 not sure if they are in there or not.

21 A. If they are, you're going to send me
22 those? Is that what you're telling me?

23 Q. If -- if they are part of the dealer
24 agreement that's part of the confidentiality
25 agreement, yes, sir, we will.

1 A. And if they are not, then you're telling
2 me I can't get those for whatever reason?

3 Q. Well, I will look back and see. Okay?

4 A. Okay. Okay.

5 Q. All right. Now, back to my question. Did
6 you talk to anyone about anything between 4:08 and
7 4:24 today during this last break?

8 A. I -- I'm -- I -- I -- I made sure that
9 there's going to be someone here to pick me up. You
10 said 5:00 was when we've got to be finished here?

11 Q. We've got to actually stop at 4:45 because
12 these gentlemen have to break down all of their
13 equipment to be out of the building by 5:00.

14 A. Okay. So I -- I -- I make sure that
15 someone is going to come here, if that's what you're
16 asking.

17 Q. Okay. Now, I want to talk about the
18 rental house a little bit. Okay. My understanding,
19 and you correct me if I'm wrong, the address for the
20 rental house is 334 Myrtle Beach Highway?

21 A. You're talking about -- that's at issue
22 here, right?

23 Q. Yes, sir.

24 A. 334... That's the house beside my house?

25 Q. Yes, sir.

1 A. What about it? I'm sorry. I did not --
2 what about it?

3 Q. Is the address of the rental house 334
4 Myrtle Beach Highway?

5 A. Yes. That I was renting to Morton?

6 Q. Yes.

7 A. Yes.

8 Q. All right. Now, let me understand. That
9 is, of course, next door to the little house at 332,
10 correct?

11 A. Yeah. That's what I -- I'm trying to --
12 that's what I showed in the other deposition. There
13 are two houses right beside one another.

14 Q. Okay.

15 A. Yeah. It's in -- it's in the -- it's in
16 the -- the documents that I showed him that we
17 discussed earlier.

18 Q. All right.

19 A. They are right beside one another.

20 Q. Are those two separate pieces of property,
21 that is there's a title for 334 and a title for 332,
22 or are they all one big piece of property that you
23 own?

24 A. Say that again.

25 Q. Okay. There's 334 and 332. Are those two

1 separate pieces of property or are they one piece of
2 property with two structures on them?

3 A. I live in the little house as I showed
4 you, 332.

5 Q. Yes, sir.

6 A. The other one, rental house 334, they are
7 right beside one another.

8 Q. I understand that. What I'm asking you if
9 I go in over the -- the courthouse and looked at the
10 property records, would there be a separate deed for
11 334 and a separate deed for 332 or are they all on
12 the same piece of property?

13 A. I -- I -- I can't be certain to answer
14 that right now. I --

15 Q. What would you need to be able to answer
16 that question?

17 A. Let me -- let me -- let me -- if I
18 understand you correctly, let me -- let me -- let me
19 double-check and see. Let me make sure. You want
20 to know if there's -- they are different altogether
21 is what you're asking?

22 Q. Right. Is one -- if I was going to go to
23 the courthouse, would there be a different title for
24 each house?

25 A. I don't know how they've got it recorded

1 there.

2 Q. All right. Did you buy both of those
3 pieces of property at the same time?

4 A. Yes. I bought the whole piece and paid
5 for it.

6 Q. Okay. And is -- other than the -- and I
7 take whole piece, I'm going to just operate under
8 the assumption right now that it's all one big piece
9 of property. You're going to look and you'll
10 correct me if I'm wrong. Is there any other
11 structure on that property other than the little
12 house and the rental house?

13 A. The -- the -- the garage.

14 Q. Okay. Let me --

15 A. I don't know if you can see it in the
16 pictures or not.

17 Q. And do you recall --

18 A. Look at the picture and let me --

19 Q. That's --

20 A. -- let me look at that there.

21 Q. That's what I'm looking for, but while I'm
22 looking for the picture let me ask you this. Do you
23 recall when you bought those pieces of property?

24 A. If you look at it there, you can see that
25 structure in the back.

1 Q. Okay. And I'm looking at the top picture
2 and we're looking at the Exhibit No. 3 from the
3 Rahal deposition. Is that the structure you're
4 talking about --

5 A. Yeah.

6 Q. -- right there?

7 A. Yeah. Right in the center there.

8 Q. And that's a garage?

9 A. Well, you -- you asked me was there
10 another structure there.

11 Q. Right.

12 A. The little house and the big one. That's
13 another structure back there.

14 Q. Okay. And my question that I asked you,
15 do you recall when you bought these pieces of
16 property?

17 A. Give me -- be -- be a little more specific
18 than what --

19 Q. Well, you bought the piece -- you told me
20 you bought them together, you bought them. And I
21 just want to know what year did you buy them?

22 A. Oh, gee. I -- I can't recall the exact
23 year.

24 Q. If I told you that it looked like from the
25 record I saw it was 2006, would that sound right?

1 A. I -- I don't know for sure. I don't know
2 for sure. I can't -- I don't know for sure. I
3 don't know what you saw. I -- I just can't be for
4 sure.

5 **Q. All right.**

6 A. Could I -- could I -- before I forget?

7 **Q. Yes, sir.**

8 A. This is very important for this case. I
9 want to show you the cancer that's in my back.

10 **Q. Yes, sir. And I'm going to get to that,**
11 **but we're not going to get to it right now. All**
12 **right. I get --**

13 A. I want to --

14 **Q. -- to ask the --**

15 A. I want to do it before I -- so I can show
16 you and put it on the camera because you will -- you
17 -- you'll -- I want you to understand what kind of
18 condition I'm in. That's why sometime when you was
19 asking me can you come back and whatever. Let me --
20 let me show you what I'm suffering with with cancer,
21 the hole that's in my back and I want to -- I want
22 you to see that so you will know what -- what --
23 what -- what I'm going through here that was induced
24 by the stress of him -- Roy Rahal, defendant,
25 renting him a truck with no license and he come and

1 tear up my property and I couldn't get my medicine
2 and I want to show you what I'm suffering with with
3 the cancer.

4 Q. I understand, Mr. Taylor. Just like you
5 got to ask Mr. Rahal questions, I get to ask the
6 questions in the order I want to ask them and not
7 when you want -- what you want to show me. Now,
8 trust me, I'm going to ask you about all that, but
9 that's not where I'm going right now. I have ten
10 minutes left and I want to go over some of the
11 questions about the property, but we'll get to that
12 tomorrow. Okay?

13 A. Let's try to see how far we get today.

14 Q. Okay. Well --

15 A. I just wanted to make sure that you would
16 get that in so you will see with your own two eyes
17 because I -- I -- I -- I -- the hole in my back from
18 the cancer and I'm dying from cancer and I want you
19 to see that. And I want it on the video tape here
20 that I'm -- I'm -- I'm -- I'm basically dying from
21 cancer. And I want you to see it with your own two
22 eyes so that you can't think that, oh, well, he's
23 just saying that. So I -- I wanted you to see it,
24 but if you don't want me to put that on there now,
25 then we'll go on.

1 Q. Well, sir, understand I get to ask the
2 questions. You don't get to dictate what I do and
3 when I do it.

4 A. I just want to make it clear what I was
5 trying to make sure you get on the record. I
6 understand you're asking the questions for Roy Rahal
7 today. Let me ask you while I'm at it are you
8 asking questions just for Roy Rahal today --

9 Q. No, sir.

10 A. -- or what?

11 Q. I'm asking questions for both defendants
12 today. I represent both defendants, as I indicated
13 when we went on the record this afternoon at 13 --
14 at 1:41 in this deposition. I'm asking questions
15 for both defendants.

16 Now, turning back to the property. You
17 don't -- you don't recall as we sit here today
18 specifically when you bought the property?

19 A. Sitting here I can't -- I can't --

20 Q. Okay.

21 A. -- be specific on the date.

22 Q. All right.

23 A. I -- I -- I can guess at it, but I don't
24 want to guess at anything if I --

25 Q. Okay. You bought the property whenever.

1 After buying the property have you always rented out
2 the 334 property, used it as rental property?

3 A. Say that again.

4 Q. Okay. Let me -- let me see. After buying
5 the property, the 334 house, have you always rented
6 that out?

7 A. You mean since I bought it?

8 Q. Yes, sir.

9 A. My head is about to split open here. Let
10 me -- let me think. Say that again.

11 Q. All right.

12 MR. CULBREATH: Can you re-read that,
13 please, Mr. Thomas.

14 (The Court Reporter read the record as
15 requested.)

16 THE WITNESS: I had -- I had -- I had
17 to fix it up.

18 BY MR. CULBREATH:

19 Q. All right. Prior to the Morton --

20 A. Renovating it and -- and fixing it up to
21 live in.

22 Q. Prior to renting it to the Mortons how
23 many people lived there before?

24 A. When do you mean?

25 Q. Well, you know, the -- the Mortons lived

1 in it for a period of time. Was there anyone that
2 lived in it before the Mortons after you fixed it
3 up?

4 A. It took me awhile to fix it up. I mean,
5 from -- you mean from the time I bought it I -- I
6 spent a long time trying -- I'm trying to be
7 accurate and give you a timeline. It took me
8 awhile, I don't know exactly how long, to -- you
9 know, I had to buy the material and get people
10 and -- and fix it up. I spent a lot of money in it
11 after I paid for it. I spent an awful lot of money
12 in it fixing it up.

13 And let me see how long a time it took me.
14 It took -- I can't -- I'm trying to think how long.
15 Let's see. I'm trying to think how long that it
16 took. I can't recall exactly how long it took to
17 fix that up there, but be where it -- where it --
18 where it would be livable. I can't -- I'm -- I'll
19 have to check on the timeline. I just can't do it
20 off the top of my head.

21 Q. But you don't -- you don't recall anyone
22 other than the Mortons living in that house?

23 A. When? When? What period of time are you
24 talking about?

25 Q. If -- if you bought it let -- just for the

1 **purpose of my question assume you bought it in 2006.**
2 **Other than the Mortons, did anyone else live in that**
3 **house?**

4 A. Well, I -- I -- I don't know about the
5 date what you're giving. That's -- that's -- I hear
6 what you're saying. I am -- I'm not -- specifying
7 the date, I hear what you're saying, but I -- I'm
8 not confirming that date because I'm not certain of
9 that date.

10 **Q. But you don't remember anyone else living**
11 **there other than the Mortons?**

12 A. Let me see what those -- what those
13 people's name was. I'm trying to think. The name
14 will come back. You -- let me see. I'm trying to
15 think. What? I think Shanns or Shands. People
16 named Shanns might have lived there before.

17 **Q. Okay. Was there a Davis family lived**
18 **there before that you sued to evict?**

19 A. I'm trying to think. Say that again.

20 **Q. Was there a Davis family that lived there**
21 **before that you sued to evict from the property?**

22 A. So what -- what -- what -- what -- what --
23 what -- what time are you talking about?

24 **Q. I'm just -- I don't have a time frame,**
25 **sir. I'm just asking you don't recall bringing an**

1 eviction action against a family named Davis from
2 that property?

3 A. What -- what's -- Davis what?

4 Q. That's the name that I -- I've been
5 able --

6 A. Give me a full name of who it was.

7 Q. I don't have a full name. That was the
8 name that was on the Sumter County system. If you
9 don't remember it, then you don't remember it.

10 A. Did you get a full name is what I'm
11 asking? If you looked at something what you're
12 trying to tell me about, you didn't look at the full
13 name or whatever?

14 Q. No, sir, I don't have a full name. I'll
15 tell you what. We're going to be back tomorrow.
16 I'll get the full name tonight. We can go over that
17 tomorrow.

18 A. I'll -- I'll -- let me see can I try
19 to answer, but you're not giving me a full name. I
20 can't be sure what you're talking about. If you saw
21 something, you could at least give me the full name
22 or whatever, but anyway.

23 Q. All right. Are you claiming lost rental
24 income in this case as a damage?

25 A. I think the damages are -- the damages are

1 in the lawsuit?

2 Q. Yes, sir. But I'm entitled to know the
3 components of the damages.

4 A. When you say components, what are you
5 talking about?

6 Q. Well, for example, I know you're asking
7 for \$25 million in this suit and then you've got a
8 \$150,000, I believe, in property damage.

9 A. For the damage -- the damage that --
10 that's the house damage is what you're talking
11 about?

12 Q. I'm asking you because all I know is I see
13 I've got a \$150,000 in what's called property damage
14 and then \$25 million you're claiming in other
15 damages.

16 A. What other damage are you talking about?

17 Q. Well, I don't know, sir. They are your
18 damages.

19 A. Well, the -- from the infliction of
20 emotional distress is --

21 Q. I'm not -- and I'm not worried -- I'm not
22 talking about that now.

23 A. Well, you said \$25 million.

24 Q. That's -- that's -- yeah. That -- I'm
25 saying you put two big categories of damages out

1 there for us and haven't broken them down. So I
2 want to know your property damages that you're
3 claiming, what are those composed of? What makes up
4 the different things that come up to \$150,000?

5 A. You want me to explain that off the top of
6 my head here today?

7 Q. Yes, sir. This isn't an exercise where
8 you get to bring documents. It's what you know.
9 This is your lawsuit. You brought it.

10 A. Yes, sir. Yes, sir.

11 Q. And presumably when you brought it you had
12 a good faith basis to do it.

13 A. Yes. Yes.

14 Q. And you had a good faith basis for those
15 numbers and you can explain those numbers to us.

16 A. They are in the lawsuit.

17 Q. Okay. Sir, I don't want to know what's in
18 the papers. I want to know what you say they
19 consist of.

20 A. What I say they consist of is in the
21 lawsuit in writing.

22 Q. Okay. And, sir, I understand that you --

23 A. I'm trying to understand you --

24 Q. Okay.

25 A. -- and trying --

1 Q. I want to know what Charles Taylor can
2 testify to under oath, not looking at his documents,
3 but I -- go back to my original question.

4 Are you claiming lost rental income as
5 part of that property damage number? Your lawsuit
6 doesn't say that, but I don't want to be surprised
7 at trial that you come and say that's part of your
8 damage when it doesn't say that now.

9 A. I'm trying to -- I'm trying to under --
10 I'm trying to understand you. There's ample house
11 damages there, as you saw. And then the IIE
12 damages. I didn't break it down dollar by dollar.

13 Q. And I'm not talking about -- I don't want
14 to -- I'm not talking about the IIED damages. We're
15 going to talk about those.

16 A. And then there's the punitive damages that
17 I'm asking for.

18 Q. Okay. And I want to know how you
19 calculated your \$150,000 of property damage. What
20 makes up that \$150,000?

21 A. I'm trying to understand. It's there in
22 the lawsuit. It's the -- I've got it all detailed
23 in the lawsuit. You hadn't read it?

24 Q. Mr. Taylor, I want to know what you're
25 going to testify to --

1 A. Well, you can --

2 Q. -- because -- well, Mr. Taylor, let me
3 finish.

4 A. Okay. I'm sorry. I will let --

5 Q. Let me finish.

6 A. I'm sorry.

7 Q. When you go to trial I'm willing to bet
8 that your memory is going to be a lot better at
9 trial than it is here today and you're going to
10 rattle off some -- some numbers.

11 A. Well, I --

12 Q. And it's -- and let me finish.

13 A. Okay. I'm sorry.

14 Q. And so what I want to know -- what I want
15 to know here today under oath you either know what
16 those components are or you don't know what those
17 components are?

18 A. I -- I hear you say that and you guess
19 when I get to trial it will be one thing and
20 whatever. I just hear what you're saying. And
21 that's why I wanted to show you the cancer and
22 things what I'm under today and I want to show you
23 how I got out of the hospital and all the things on
24 my body. I wanted to show you here today, but you
25 say you don't want me to show that here.

1 Q. Sir, I get -- I've told you before -- and
2 we're running out of time now. I get to answer the
3 -- ask the questions in the order I want to ask
4 them, not the way you want it presented. All right.
5 That's the right I have just like you got to ask
6 your questions in --

7 A. You mean the right the defendant has?

8 Q. Yeah. Just any party. You got the right
9 to ask the questions in the order you wanted to
10 write them or ask them today and I'm doing the same
11 thing. I'm not telling you we're not going to get
12 to that because we are. Trust me, we're going to --
13 I have plenty of questions for you about your
14 medical condition tomorrow. And don't worry. We're
15 going to hit every piece of that.

16 A. Well, be trying to get in what we can
17 today because I --

18 Q. Because we -- we're actually --

19 MR. CULBREATH: What time do you
20 have, Mr. Court Reporter or Mr. Videographer?

21 VIDEO OPERATOR: 4:47, sir.

22 BY MR. CULBREATH:

23 Q. All right. We're at 4:47. We're going to
24 have to stop today so these gentlemen can break it
25 down so we can vacate this building before Sumter

1 County evicts us at 5:00.

2 A. So you're -- you're -- you're -- you're
3 concluding this now?

4 Q. We're -- we are adjoining for the day. We
5 have this room tomorrow. I am willing to start at
6 any time tomorrow you want to start, Mr. Taylor. We
7 can start early. We can start middle of the day.
8 It just depends on -- I know some people on
9 medication, they do better at certain parts of the
10 day than others. And so I don't know if there's a
11 particular part of the day that's better for you
12 than others and I'm willing to work with you. I
13 don't think the building opens until 8:30 maybe.

14 A. Let me make sure that I put this on the
15 record again because I told you that they was trying
16 to admit me to the hospital last night because they
17 -- what they see --

18 Q. Yes, sir.

19 A. -- from my heart condition.

20 Q. And if --

21 A. And they was trying to admit me in the
22 hospital that I couldn't leave. The doctor said I
23 couldn't leave. And I -- I was under the impression
24 from you guys that I had to be here today. And that
25 was my understanding. And I defied their orders

1 that I should be admitted in the hospital. So I --
2 I promised them that, "Okay. I'm coming back. And
3 let me go now to do this and I'm coming back and
4 being readmitted in the hospital."

5 Q. All right.

6 A. That's what I promised them.

7 Q. Okay. So you're telling me -- and look,
8 Mr. Taylor, I'm not going to interfere with your
9 doctors. If your intention is to leave here and be
10 readmitted to Tuomey and be in the hospital, okay,
11 but I get to finish the deposition because you spent
12 three hours and five minutes on the record with
13 Mr. Rahal. I've probably had with your breaks today
14 less than an hour and a half on the record.

15 A. I don't agree with that, but I -- I don't
16 agree with that, but I --

17 Q. All right.

18 A. I hear what you're saying.

19 Q. But I get to ask my questions too, but if
20 you're going to go to the doctor, you need to go to
21 the doctor. I'm --

22 A. No. I'm -- I was just explaining to you
23 because you was asking me about, you know, trying to
24 finish up here today and I was just telling you that
25 I -- I -- what I went through with to be here today

1 given my cancer in the back. I'm dying from cancer.
2 I wanted to show it to you so you can see it with
3 your own two eyes. I'm dying with cancer. And let
4 me just show you here before we go on the record --

5 **Q. I'm going to move to strike this as**
6 **nonresponsive.**

7 A. I just want to show how I'm bleeding out
8 of the back here. This is one shirt where every day
9 I have to change up here because I'm bleeding out
10 the back. I just wanted to show you that what I'm
11 going through here and then we'll get to --

12 **Q. Okay. So are you going to go -- let's --**
13 **are you going to go back in the hospital tonight?**

14 A. I'm -- I'm -- I'm -- I'm -- I'm -- I'm
15 going to leave here and try to go home and get
16 myself together to see what I'm going to do because,
17 like I say, in addition to from what they done now
18 I'm having a heart problem from all the stress and
19 cancer. I -- I can't think from one hour to the
20 next hour. I'm going to -- I'm supposed to be in
21 the hospital. I ain't supposed to be here, but in
22 order to try to satisfy the defendant and get this
23 done I defied all that to be here today.

24 And so let me -- let me try to re-collect
25 and -- and -- and see about admitting to the

1 hospital or whatever. I can't answer that sitting
2 right here right now.

3 Q. Let's do this then. Let's say for now
4 we're adjourning the deposition to resume tomorrow
5 at 1:00. And if by 1:00 you should know something,
6 either you or someone can contact us because I have
7 to let these gentlemen know to pay for them to come
8 to Sumter.

9 And do you think you would be able to let
10 us know before 1:00 if you're not going to be able
11 to attend so I can make sure that we don't incur the
12 expense of that?

13 A. I -- I -- I -- I don't know. I have to
14 check the hospital and see -- see what's what. I
15 can't answer those things right here. We -- that's
16 why I wanted to try to get everything in. We both
17 -- may have mostly covered basically everything. I
18 just wanted to, as I did, try to get whatever in.
19 So we tried that. I've got to check with them.
20 I -- I -- I can't answer. I don't know right now.
21 So let me -- let me see what I need to do and
22 then --

23 Q. You'll E-mail Mr. Brogdon?

24 A. Let me see what I need to do and I'll
25 communicate to Mr. Brogdon.

1 Q. All right.

2 A. We'll conclude for -- for now.

3 MR. CULBREATH: We're off for the
4 record. We're adjourned for now.

5 VIDEO OPERATOR: We're going off the
6 record. The time on the monitor is 4:51.

7 Further Deponent sayeth not.

8 (Whereupon, the taking of the
9 deposition was adjourned at 4:51 p.m.)

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Certificate of Reporter

I, Brad H. Thomas, Certified Realtime Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the deposition of CHARLES TAYLOR on the 2nd day of June, 2015; that the witness was first duly sworn by me, and that the foregoing 93 pages constitute a true and correct transcription of the said deposition.

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

I further certify that the original of said transcript shall be hereafter sealed and delivered to GRAY T. CULBREATH, ESQUIRE, Gallivan, White & Boyd, P.A., 1201 Main Street, Suite 1110, Columbia, South Carolina 29201. This sealed original transcript shall be retained by the above party, who shall be responsible for filing same with Court prior to trial or any hearing which might result in a final order on any issue.

In witness whereof I set my hand and seal this 5th day of June, 2015.

My Commission
expires 12/12/17

Brad H. Thomas, CRR
and Notary Public for the
State of South Carolina

1 Verification of Deponent

2
3 I, CHARLES TAYLOR, have read the
4 foregoing deposition testimony, which was reported
5 by Brad H. Thomas, CRR and Notary Public in and for
6 the State of South Carolina, on June 2, 2015.

7 I find the transcript of the deposition to
8 be a true and accurate transcript according to my
9 testimony on that date, with the exception of
10 _____ corrections as listed on the attached
11 errata page, which was filled in by me.

12
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14 _____
15 CHARLES TAYLOR

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17 _____, 20____.
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STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

CHARLES TAYLOR,)

Plaintiff,)

vs.)

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

(2) Specific U-haul Dealer herein)
Sumter, SC identity yet)
unknown;)

(3) U-haul driver/Reginald Morton;)

(4) U-haul truck driver/Dana Goins;)

Defendants.)

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

Civil Action No. 2013-CP-43-1808

DEFENDANT STOP 'N' SAVE, INC.,
d/b/a EL CHEAPO PLUS #7'S
SUPPLEMENTAL ANSWERS TO
PLAINTIFF'S INTERROGATORIES

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Defendant Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo"), by and through its undersigned counsel, hereby serves these Supplemental Answers to Plaintiff's Interrogatories.

GENERAL OBJECTIONS

El Cheapo asserts the following General Objections to the Plaintiff's Interrogatories. Each objection shall be deemed asserted with respect to each Interrogatory. On occasion, El Cheapo has asserted specific objections as to certain Interrogatories. That other specific objections are not stated in response to those Interrogatories shall not be construed as a waiver of any other applicable objections, either as to that Interrogatory or as to other Interrogatories.

El Cheapo has also reserved the right to supplement, revise, correct, or clarify its responses to these Interrogatories as investigation continues.

El Cheapo asserts the following General Objections:

1. El Cheapo objects to the extent that any Interrogatory seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable evidentiary privilege. Should El Cheapo inadvertently disclose any privileged information, Plaintiff must hold that information in the strictest confidence and return such information upon demand.
2. El Cheapo objects to the extent that any Interrogatory seeks information that is not properly discoverable under the South Carolina Rules of Civil Procedure, or to the extent that any Interrogatory attempts to impose any obligation on El Cheapo that is inconsistent with or is not required by the South Carolina Rules of Civil Procedure.
3. El Cheapo objects to the extent that any Interrogatory seeks confidential business information, trade secrets, or competitive business or proprietary information.
4. El Cheapo objects to the extent that any Interrogatory seeks information that is not within El Cheapo's knowledge, or to the extent that any Interrogatory may seek documents or other tangible things that are not within El Cheapo's possession, custody, or control.
5. El Cheapo objects generally to these Interrogatories to the extent they seek information regarding incidents which are not substantially similar to the event described in the Complaint on the grounds that such requests are overly broad, unduly burdensome, and seek information that is not relevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

6. El Cheapo's answers to these Interrogatories are subject to change as investigation continues. Consistent with the South Carolina Rules of Civil Procedure, El Cheapo will supplement its responses as necessary.

Subject to these General Objections, El Cheapo hereby serves these Supplemental Answers to Plaintiff's Interrogatories as follows:

SUPPLEMENTAL ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: El Cheapo objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving the foregoing and general objections, El Cheapo states that the following persons may have information concerning the facts and circumstances of the incident described in Plaintiff's Complaint:

(a) Charles Taylor

Charles Taylor is the Plaintiff in this case and is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(b) Reginald Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Reginald Morton is a Defendant in this case and is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(c) Odell Morton
824 Maury Avenue
Fort Washington, MD 20749

Upon information and belief, Odell Morton is the father of Defendant Reginald Morton and is the person that presented his driver's license and signed for the subject U-Haul truck on June 1, 2013.

(d) Roy Rahal
El Cheapo
390 Guignard Drive
Sumter, SC 29150

Roy Rahal is the manager of El Cheapo and the person who rented the U-Haul truck to Odell Morton. Mr. Rahal is expected to testify regarding his knowledge of the incident that forms the basis of Plaintiff's Complaint.

(d) Dana Goins

Dana Goins is a Defendant in this case and is expected to testify regarding her knowledge of the incident that forms the basis of Plaintiff's Complaint.

El Cheapo reserves the right to call any or all of the individuals identified in response to Interrogatory No. 1 as well as any witnesses listed by Plaintiff in his discovery responses. At this time, El Cheapo is unaware of written or recorded statements taken from the individuals identified in response to Interrogatory No. 1. As discovery is ongoing, El Cheapo will supplement this response in the event additional witnesses are identified.

2. Set forth a list of photographs, plats, sketches and other prepared documents in possession of the parties that relate to the claim or defense in this case.

ANSWER: El Cheapo objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the

work product doctrine. Subject to and without waiving the foregoing and General Objections, El Cheapo directs Plaintiff to El Cheapo's Responses to Plaintiff's Request to Produce and Second Request to Produce and documents produced by other parties to this matter.

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage related to the claim and set forth the number of policies involved and the amount(s) of liability coverage provided in each policy.

ANSWER: El Cheapo objects to this Interrogatory on the grounds it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing and General Objections, El Cheapo states that it is insured for general liability. Answering further, El Cheapo will produce a copy of the declarations page at a mutually convenient time.

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at trial of the case.

ANSWER: El Cheapo objects to this Interrogatory on the grounds it is premature. Subject to and without waiving the foregoing and General Objections, El Cheapo has not yet retained an expert or experts for use at the trial of this case, but reserves the right to do so as discovery develops, and will provide such information in accordance with the South Carolina Rules of Civil Procedure and any scheduling Order entered by the Court.

5. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth a summary sufficient to inform the other party of the important facts observed by such witness and provide a copy of any written or recorded statements taken from

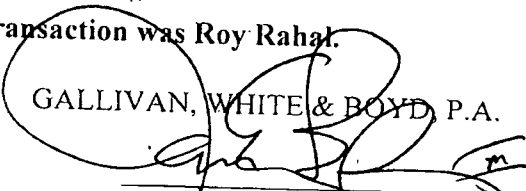
such witnesses.

ANSWER: El Cheapo objects to this Interrogatory on the grounds that it is duplicative of Interrogatory No. 1. El Cheapo further objects to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving the foregoing and General Objections, El Cheapo directs the Plaintiff to El Cheapo's supplemental answer to Interrogatory No. 1.

6. Give the name and address of defendant #2 listed in this suit and the name(s) of the specific person(s) who handled or are familiar with the subject u-haul rental truck transaction on 6/1/13 and who signed the subject truck out and in on its return.

ANSWER: Subject to and without waiving the General Objections, El Cheapo rented the subject U-Haul truck on June 1, 2013. The El Cheapo employee that handled this rental transaction was Roy Rahal.

GALLIVAN, WHITE & BOYD, P.A.



Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendant U-Haul Co. of South Carolina,
Inc.

Columbia, South Carolina

March 11, 2014

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SUMTER	)	FOR THE THIRD JUDICIAL CIRCUIT
)	
Charles Taylor,	)	Civil Action No.: 2013-cp-43-01808
)	
Plaintiff,)	
)	
vs.	)	DEFENDANT STOP 'N' SAVE, INC.
	)	D/B/A EL CHEAPO PLUS #7'S AND
Stop 'N' Save, Inc. d/b/a El Cheapo	)	ROY RAHAL'S SUPPLEMENTAL
Plus #7 and Roy Rahal,	)	ANSWERS TO PLAINTIFF'S
	)	INTERROGATORIES
)	
Defendants.)	

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Defendants Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo") and Roy Rahal ("Rahal") (collectively "Defendants"), by and through undersigned counsel, hereby serve these Supplemental Answers to Plaintiff's Interrogatories.

GENERAL OBJECTIONS

Defendants assert the following General Objections to the Plaintiff's Interrogatories. Each objection shall be deemed asserted with respect to each Interrogatory. On occasion, Defendants have asserted specific objections as to certain Interrogatories. That other specific objections are not stated in response to those Interrogatories shall not be construed as a waiver of any other applicable objections, either as to that Interrogatory or as to other Interrogatories.

Defendants have also reserved the right to supplement, revise, correct, or clarify its responses to these Interrogatories as investigation continues.

Defendants assert the following General Objections:

1. Defendants object to the extent that any Interrogatory seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, or

any other applicable evidentiary privilege. Should Defendants inadvertently disclose any privileged information, Plaintiff must hold that information in the strictest confidence and return such information upon demand.

2. Defendants object to the extent that any Interrogatory seeks information that is not properly discoverable under the South Carolina Rules of Civil Procedure, or to the extent that any Interrogatory attempts to impose any obligation on Defendants that is inconsistent with or is not required by the South Carolina Rules of Civil Procedure.

3. Defendants object to the extent that any Interrogatory seeks confidential business information, trade secrets, or competitive business or proprietary information.

4. Defendants object to the extent that any Interrogatory seeks information that is not within Defendants' knowledge, or to the extent that any Interrogatory may seek documents or other tangible things that are not within Defendants' possession, custody, or control.

5. Defendants object generally to these Interrogatories to the extent they seek information regarding incidents which are not substantially similar to the event described in the Complaint on the grounds that such requests are overly broad, unduly burdensome, and seek information that is not relevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

6. Defendants' answers to these Interrogatories are subject to change as investigation continues. Consistent with the South Carolina Rules of Civil Procedure, Defendants will supplement their responses as necessary.

Subject to these General Objections, Defendants hereby serve these Supplemental Answers to Plaintiff's Interrogatories as follows:

SUPPLEMENTAL ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: Defendants object to this Interrogatory to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving the foregoing and general objections, Defendants state that, in addition to the persons named in their original answer, the following persons may have information concerning the facts and circumstances of the incident described in Plaintiff's Complaint:

- (a) Harry McCloud, Sr.
Address Unknown
(803) 972-1655
(803) 316-0621

Harry McCloud, Sr. has knowledge regarding the condition of Plaintiff's rental property before and after the date of the alleged incident that gave rise to this lawsuit.

- (b) Harry McCloud, Jr.
Address Unknown
(803) 972-1655
(803) 316-0621

Harry McCloud, Jr. has knowledge regarding the condition of Plaintiff's rental property before and after the date of the alleged incident that gave rise to this lawsuit. Harry McCloud, Jr. is also believed to have knowledge regarding pertinent facts that occurred on the date of the alleged incident that gave rise to this lawsuit.

(c) **Tomeka Thomas**
Columbia, South Carolina (Specific Address Unknown)

Upon information and belief, Ms. Thomas has knowledge regarding the condition of Plaintiff's rental property before and after the date of the alleged incident that gave rise to this lawsuit. Ms. Thomas is also believed to have knowledge regarding pertinent facts that occurred on the date of the alleged incident that gave rise to this lawsuit, specifically, that the subject rental truck never struck Plaintiff's rental property.

Defendants reserve the right to call any or all of the individuals identified in response to Interrogatory No. 1, as well as any witnesses listed by Plaintiff in his discovery responses. As discovery is ongoing, Defendants will supplement this response in the event additional witnesses are identified.

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at trial of the case.

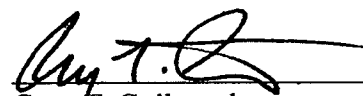
ANSWER: W. Burke Watson, Jr.
772 West Liberty Street
Sumter, South Carolina 29150

Subject to and without waiving the general objections, Defendants identify W. Burke Watson, a real estate appraiser, as an expert witness in this case. Mr. Watson may offer testimony at trial related to the property value of Plaintiff's property. If Defendants are permitted to inspect Plaintiff's property at a future date, as has been requested, Mr. Watson may offer additional opinions as to the amount of damages incurred on Plaintiff's property, to the extent any damages exist.

Respectfully submitted,

GALLIVAN WHITE & BOYD, P.A.

By:



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Post Office Box 7368(29202)
Columbia, South Carolina 29201
(803) 779-1833
(803) 779-1767 (f)

Attorneys for Defendants

Columbia, South Carolina
September 11, 2015.

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
 COUNTY OF SUMTER) THIRD JUDICIAL CIRCUIT

CHARLES TAYLOR,) Civil Action No. 2013-CP-43-1808
)

Plaintiff,)

vs.)

(1) U-HAUL CORPORATION,)
 U-Haul Co. of South Carolina, Inc.;)

(2) Specific U-Haul Dealer herein)
 Sumter, SC, identity yet unknown;)

(3) U-haul driver/Reginald Morton;)

(4) U-haul truck driver/Dana Goins;)

Defendant.)

DEFENDANT STOP 'N' SAVE, INC.,
d/b/a EL CHEAPO PLUS #7'S
SUPPLEMENTAL ANSWERS TO
PLAINTIFF'S REQUESTS TO
ADMIT

Pursuant to Rules 26 and 36 of the South Carolina Rules of Civil Procedure, Defendant Stop 'N' Save, Inc., d/b/a El Cheapo Plus #7 ("El Cheapo"), by and through its undersigned counsel, hereby serves these Supplemental Answers to Plaintiff's Requests to Admit.

GENERAL OBJECTIONS

1. El Cheapo objects to each Request to the extent that it purports to impose requirements beyond the scope of the obligations imposed by the South Carolina Rules of Civil Procedure.

2. El Cheapo objects to each Request to the extent that it calls for El Cheapo to admit or deny the truth of matters as to which it cannot form a reasonable belief without undertaking unduly burdensome inquiries.

3. All of El Cheapo's responses to the Requests are based upon information presently available under reasonable inquiry. El Cheapo reserves the right to amend and/or supplement the information set forth in these responses.

4. These General Objections are incorporated by reference to the extent applicable into the specific responses set forth below and are neither waived nor limited by the specific responses. El Cheapo reserves the right: (a) to rely on any facts, documents, or other evidence that may develop or subsequently come to its attention; (b) to assert additional objections or supplemental responses should El Cheapo discover additional information or grounds for objections; and (c) to supplement or amend these responses at any time.

5. These responses are made solely for the purpose of responding to discovery requests promulgated in this action, and should not be construed as an admission of relevancy, materiality, or admissibility.

SUPPLEMENTAL ANSWERS TO REQUESTS TO ADMIT

1. Admit that the defendants #3 & 4 used your u-haul moving truck to move on 6/1/13.

RESPONSE: El Cheapo denies Request No. 1. El Cheapo states that, upon information and belief, Odell Morton, the father of Defendant Reginald Morton, presented his driver's license and signed for the subject U-Haul truck on June 1, 2013, and was the only driver of the subject U-Haul truck during the time of the rental.

2. Admit that such truck came from defendant #2 a Sumter, S.C. u-haul dealer.

RESPONSE: El Cheapo admits that it is an authorized U-Haul dealer located in Sumter, South Carolina. El Cheapo further admits that the subject U-Haul truck was rented from El Cheapo on June 1, 2013. El Cheapo denies to the remainder of this Request, if any.

3. Admit that defendants #3 & 4 did not have a valid S.C. Drivers License on 6/1/13.

RESPONSE: El Cheapo admits that, upon information and belief, Defendant Reginald Morton did not have a valid South Carolina driver's license on June 1, 2013. El Cheapo lacks sufficient knowledge as to whether Defendant Dana Goins possessed a valid South Carolina driver's license on June 1, 2013, and therefore denies the same. El Cheapo further states that, upon information and belief, Odell Morton, the father of Defendant Reginald Morton, possessed a valid Maryland driver's license at the time of the subject rental and presented that driver's license at the time that he signed for the subject U-Haul truck from El Cheapo on June 1, 2013.

4. Admit that the defendants #3 & 4 did not return and take care of the damages they caused.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same.

5. Admit that plaintiff-Taylor sent a letter dated 7/1/13 to U-Haul Corporation with attachments pages 1-8 diagramming and showing the subject damages caused among other things.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to U-Haul Co. of South Carolina, Inc. ("UHSC"), El Cheapo refers Plaintiffs to UHSC's response to this Request.

6. Admit that u-haul corporation then direct plaintiff to a Mr. Spenser Sussman for taking care of the matter.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiffs to UHSC's response to this Request.

7. Admit that plaintiff have sent numerous letters demanding payment to make subject repairs.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiffs to UHSC's response to this Request.

8. Admit that no defendant herein have compensated plaintiff for the subject damages of 6/1/13.

RESPONSE: El Cheapo admits that Plaintiff has not been compensated by El Cheapo because El Cheapo denies Plaintiff's claim that he is entitled to damages from El Cheapo. El Cheapo denies all remaining inferences or statements contained in this Request.

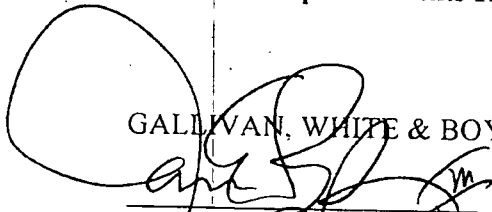
9. Admit that u-haul had-have been warned of the continuing rain damages to the subject house unless and until such compensation is paid with which to make the needed repairs.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiff to UHSC's response to this Request.

10. Admit that u-haul corporation received plaintiff's letter dated 9/28/13 with attachments.

RESPONSE: Based on the information presently available and after reasonable inquiry, El Cheapo lacks sufficient knowledge or information to admit or deny this Request and therefore denies the same. As this Request is directed to UHSC, El Cheapo refers Plaintiff to UHSC's response to this Request.

GALLIVAN, WHITE & BOYD, P.A.



Gray T. Culbreath
James E. Brogdon, III
1201 Main Street, Suite 1200
Columbia, SC 29201
Tele: (803) 779-1833
Fax: (803) 803 779-1767

Attorneys for Defendant U-Haul Co. of South Carolina,
Inc.

Columbia, South Carolina

March 11, 2014

AFFIDAVIT OF ROSA MCBRIDE
Re: Odell Morton on the Morning of
June 1, 2013 and Otherwise as I Saw Him

Personally, appeared before me, having been duly sworn, Rosa McBride, deposes and avers as follows:

1. That on the morning of June 1, 2013, when Reginald Morton and Dana Goins went to; [my friend Charles Taylor and I thought to get someone to move them out of his house he rented them]; Charles and I went over to look in the window to see how his house was being kept inside, and we (I) saw old man Odell Morton in the back bed room--as before in a hospital stretcher bed.

2. That I also had been in that house before, sometime after they moved in, when Reginald Morton and Dana Goins left old man Odell Morton alone all day by himself with the door unlock and Charles (a nice man) took him food and something to drink from his home, late that afternoon after noticing that the others hadn't return since leaving that morning. Charles and I found old man Odell Morton in the house all messed up, hungry and thirsty.

3. Charles handed the food and drink to me and he helped old man Morton up (it was hard) to the bathroom; (it all was a mess and smelt awful and I sit the food and drink down and I left at that point); and Charles knows what he did next which he can say best since I did not witness anymore of that, (other than), old man Morton wearing (huge) baby pampers.

4. Old man Morton is a very big tall (because his feet hung out foot of the stretcher hospital bed) over 300 pounds light skinned African American man, as he appeared to me.

Anymore I do not say;


Rosa McBride

Sworn to Before Me This

27 day of August 2014


Notary Public For S. C.

My Commission expires:

May 2015

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

CHARLES TAYLOR)

PLAINTIFF)

vs.)

(1). STOP "N" SAVE, INC.)

• d/b/a)

El Cheapo Plus #7 and)

(2). ROY RAHAL;)

DEFENDANTS)

RECORDED

IN THE COURT OF COMMON PLEA

2015 NOV 30 PM 3:56

3rd JUDICIAL CIRCUIT

JAMES C. CAMPBELL

CLERK OF COURT

SUMTER COUNTY, S.C. C/A No: 2013-CP-43-1808

Plaintiff's 10-26-15 Affidavit

Re: Reginald Morton's 4-24-15

Baltimore Deposition

Plaintiff's Affidavit re: Reginald Morton's 4-24-15 Baltimore Deposition

Personally appeared before me, having been duly sworn, Plaintiff Charles Taylor, deposes and says:

1. That Reginald Morton's video deposition was taken 4-24-15 in Maryland by Defendants participation only; *see p.3-4 attached*; and
2. That because I'm disable & further suffering from Defendants IIED since 6-1-13, I couldn't go there; &
3. That to prevent Plaintiff's participation by phone &/or obtaining a copy thereafter, pursuant to SCRCP &/or simple fairness, defendants refused to provide plaintiff the court reporter &/or videographer's name, phone number or address etc., so that he could not contact them; again to arrange to participate by phone or obtain a copy thereafter to prepare for dispositive hearing(s); and defendants further refused to list the information in notice of said deposition; *see p.5 attached*; as was requested; *see p.6 attached*; and
4. That the 1st time plaintiff receive a copy of Morton's deposition was the late evening mail of 10-13-15 before dispositive hearing 10am next morning 10-14-15;

1.

5. That a micro copy of said deposition (minus 4 ex. 's) to me, was attached to defendants' memorandum of law supporting their summary motion and opposing plaintiff's with Morton's deposition as defendants' exhibit C; see bottom p.3 attached; and

6. That because the matter couldn't be adequately addressed at the 10-14-15 dispositive hearing due to the court copies-(defendant's memorandums of law etc. p.7-8)-from defendants had not been received to the court as of the hearing; and

7. That given the court's instructions at the conclusion of the 10-14-15 dispositive motion hearing to all parties not to file anything further until the order is received, thus this affidavit is plaintiff's only way to adequately address the matter, & object once again, to be clearly on the record objecting to the use of said deposition in this case for reason stated but not limited thereto; & preserve the issue for appeal; &

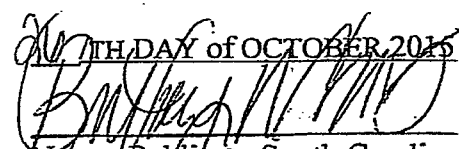
8. That finally, a 3rd person, Dana Goins, was allowed to testify in the Morton deposition without even being sworn, see p.9 attached; but sworn notwithstanding—such blatantly violated applicable SCRCF and are further reasons why this Morton deposition should be barred from being used in this case at all.

FURTHER AFFIDANT SAYS NOT


Charles Taylor

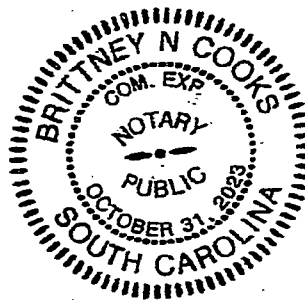
SWORN TO BEFORE ME THIS

20TH DAY of OCTOBER, 2015


Notary Public for South Carolina

MY COMMISSION EXPIRES

ON: 10/31/2023



RECORDED
2015 NOV 30 PM 3:59
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

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IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

CHARLES TAYLOR, :

Plaintiff, :

vs. : Civil Action No.:

(1) STOP 'N' SAVE, INC., : 2013-CP-43-1808

D/B/A EL CHEAPO PLUS #7 AND :

(2) ROY RAHAL, :

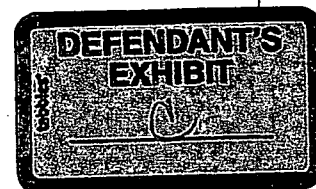
Defendants. :

Friday, April 24, 2015

VIDEOTAPED DEPOSITION OF REGINALD ODELL
MORTON, taken at Oxon Hill Branch Library, 6200
Oxon Hill Road, Oxon Hill, Maryland 20745,
commencing at 10:57 a.m., before Marney Alena
Mederos, Registered Professional Reporter,
Certified Realtime Reporter, and Notary Public.

ROA
p.1153

EVERYWORD, INC.
P.O. Box 1459
Columbia, South Carolina 29201
803-212-0012



1 APPEARANCES :

2

3 GALLIVAN, WHITE & BOYD, P.A.
4 BY: GRAY T. CULBREATH, ESQUIRE
5 JAMES E. BROGDON, III, ESQUIRE
6 1201 Main Street
7 Suite 1200
8 Columbia, South Carolina 29201
9 (803) 779-1833
10 GCulbreath@GWBlawfirm.com
11 Representing the Defendants

8

9

10 ALSO PRESENT:

11 James Bullock, Videographer
12 Dana Goins

12

13

14

15 (INDEX AT REAR OF TRANSCRIPT.)

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STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

Charles Taylor,

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

Plaintiff,

**DEFENDANTS STOP 'N' SAVE D/B/A EL
CHEAPO PLUS #7 and ROY RAHAL'S
AMENDED**

vs.

**NOTICE OF TAKING VIDEO
DEPOSITION OF
Odell Morton
and
Reginald Morton**

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

(2) Roy Rahal,

Defendants.

**TO: ODELL MORTON AND REGINALD MORTON; CHARLES TAYLOR, PRO SE
PLAINTIFF; AND BRIAN A. COMER, ESQUIRE:**

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

DEPONENT: Odell Morton
DATE: Friday, April 24, 2015
TIME: 10:00 a.m.
LOCATION: Oxon Hill Branch Library 6200 Oxon Hill Rd. Oxon, MD 20745 Conference Room

DEPONENT: Reginald Morton
DATE: Friday, April 24, 2015
TIME: 11:30 a.m. or immediately following the deposition of Odell Morton
LOCATION: Oxon Hill Branch Library 6200 Oxon Hill Rd. Oxon, MD 20745 Conference Room

April 1, 2015

Mr. James E. Brogdon, III., Esq.
Mr. Gray T. Culbreath, Esq.
P O Box 7368
Columbia, S. C. 29202

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

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

Dear Sir:

If I may, this is just a friendly reminder, to copy me with any-all correspondences and/or a letters about any oral communications, whatsoever, with, anyone, outside of your clients-(defendants), as to any matter re this litigation.

I understand from your intent to video deposition Odell Morton and Reginald Morton, before any officer who would video such and administer the oaths, that you would have necessarily had to communicate with them prior to, and I should have been copied accordingly as stated in the 1st paragraph above. I would just ask that you see to this in the future. Also, please include the name and address in any official notice of the person who is to administer the oath at Morton's depositions as well as the same for the video cameraman:

Just so you will know. I will want, per the rules, the video and transcribed stenographic-plaintiff's copy, so as to prepare for perjury prosecutions of Odell Morton, et al., if he perjurs himself, & in the case of Reginald Morton, if / when he perjurs himself—again—as he has already done, in his previous interrogatory answers: As for 1 example—see attached—& everyone knew it, beforehand, or now for sure, if not previously!; Of course, if they tells the truth, and I know we all want that, then there is nothing to worry about!!

Sincerely,



Charles Taylor,
Plaintiff

Cc: Defendants' Counsels:

Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309.)



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

October 9, 2015

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

p.7

W/ Plaintiff's Affidavit
Re Reginald Morton's
4-24-15 Baltimore Deposition

The Honorable George S. James, Jr.
Judge, Sumter County
Post Office Box 1716
Sumter, SC 29150

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

Dear Judge James:

Please find enclosed for your review a copy of the following:

1. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum in Opposition to Plaintiff's Motion for Sanctions Pursuant to Rule 11 and S.C. Code Ann. 15-36-10;
2. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum in Opposition to Plaintiff's Motion for Summary Judgment;
3. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Support of Defendants' Motion for Summary Judgment.
4. Defendant Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Opposition to Plaintiff's Motion for Sanctions
5. Defendant Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Opposition to Plaintiff's Motion for Leave to Amend Pleadings.

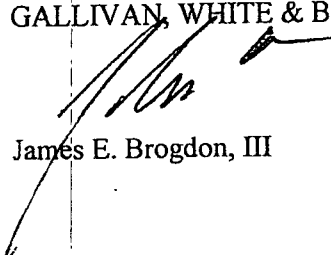
By copy of this letter, we are informing Charles Taylor, pro se Plaintiff, of this communication with the Court.

Please do not hesitate to contact me if you have any questions.

With kind regards, I am

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.


James E. Brogdon, III

ROA
p.1157

JEB/ct
Enclosures

The unshaded 1-2 above
was not enclosed with shaded
ones when received.



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

1201 Main Street, Suite 1200
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Columbia, South Carolina 29201
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

October 9, 2015

p.8
W/ Plaintiff's Affidavit
Re Reginald Morton's
4-24-15 Baltimore Deposition

The Honorable James C. Campbell
Sumter County Clerk of Court
215 N. Harvin St., Rm 303
Sumter, SC 29150

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

Dear Mr. Campbell:

Please find enclosed for filing the original and one copy of the following:

1. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Opposition to Plaintiff's Motion for Sanctions Pursuant to Rule 11 and S.C. Code Ann. 15-36-10;
2. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Opposition to Plaintiff's Motion for Summary Judgment;
3. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Support of Defendants' Motion for Summary Judgment.
4. Defendant Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Opposition to Plaintiff's Motion for Sanctions
5. Defendant Stop "N" Save, Inc. d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Opposition to Plaintiff's Motion for Leave to Amend Pleadings.

Please return clocked-in copies to me in the self-addressed, stamped envelope provided for your convenience.

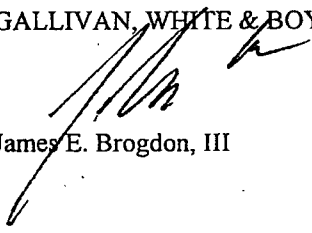
By copy of this letter, we are serving Charles Taylor, pro se Plaintiff, with a copy of the same.

Please do not hesitate to contact me if you have any questions.

With kind regards, I am

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.


James E. Brogdon, III

JEB/ct
Enclosures
cc: Charles Taylor, Pro Se

ROA
p.1158

Page 23

1 have.
2 A. What are you --
3 Q. I'm right here (indicating).
4 Do you see that?
5 A. Right.
6 Q. What does that look like? It looks like
7 27233?
8 A. Yes, that's what it look like, 27233.
9 Q. All right. And if you look at the -- on
10 Exhibit 4, there's an area -- kind of a block, do you
11 see, where it's got the two lines --
12 A. Right here (indicating)?
13 Q. -- and it says -- the second block, it
14 says MI Out right here (indicating).
15 What is that number?
16 A. Which one? Right -- you said right here
17 (indicating)?
18 Q. Right there.
19 A. It says 27 -- it says 27233.
20 Q. All right. The same number as on 7?
21 A. Uh-huh.
22 Q. All right. So y'all rented -- or your
23 father rented the truck, and who drove the truck from
24 El Cheapo to the house on Myrtle Beach Highway?
25 A. My dad did.

Page 24

1 Q. All right. And how long did it take
2 y'all to load the truck?
3 A. We started loading -- did we load it
4 that day, or was it --
5 MS. GOINS: It was the next day.
6 THE WITNESS: Yeah, we didn't load it
7 till the next day.
8 BY MR. CULBREATH:
9 Q. And who all loaded the truck?
10 A. Me, Dana, Mr. Harry, Jr., and my niece
11 came, and her husband came, and they helped us load
12 the truck.
13 Q. What is your niece's name?
14 A. Tomeka -- Tomeka Thomas.
15 Q. And I think you -- when we were talking
16 earlier, you told us that Tomeka lives in Columbia
17 now?
18 A. Yes, she lives in Columbia now.
19 Q. And what's her husband's name?
20 A. Marcus -- I forgot his last name. I
21 forgot Marcus' last name. I know his first name is
22 Marcus. I forgot his last name.
23 Q. And what does Tomeka do in Columbia; do
24 you know?
25 A. She's a nurse. She's a -- she's a

Page 25

1 nurse. I forgot at which hospital she works at.
2 Q. Okay. But she works at one of the
3 Columbia hospitals?
4 A. Yes. Uh-huh.
5 Q. Okay. So she and her husband and then
6 Mr. Harry, your neighbor, helped you move?
7 A. Uh-huh. Yes.
8 Q. Now --
9 A. Matter of fact, Mr. Harry, Jr. -- Harry,
10 Jr., he -- he -- he helped us more than anyone.
11 Q. Now, at the time, did your dad help move
12 some of the stuff?
13 A. No, my dad didn't.
14 Q. Okay. But he was able to drive?
15 A. Yes, he was able to drive.
16 Q. Now, you understand that part of the
17 lawsuit that Mr. Taylor has is he claims that the
18 truck hit the house?
19 A. Yeah, claims.
20 Q. Did the truck hit the house?
21 A. No, it did not.
22 Q. Where do you understand that the truck
23 allegedly hit the house?
24 A. It never hit the house.
25 Q. Okay. Did Mr. Taylor ever confront you,

Page 26

1 or Ms. Goins, or your father, or anybody --
2 A. No, he did not.
3 Q. -- about that?
4 A. No, he did not.
5 Q. Did you ever tell Mr. Taylor that --
6 A. No.
7 Q. -- someone hit the house with the truck?
8 A. We didn't hear anything about that until
9 we got the mail about him suing us about hitting the
10 house.
11 Q. All right.
12 A. We didn't know anything about that.
13 Q. Did you ever submit a claim to U-Haul?
14 A. No, I didn't.
15 Q. All right. So loaded the truck, and
16 then who drove the truck from Sumter to Maryland?
17 A. My dad did.
18 Q. And was the next time that you saw
19 anything or heard anything about this is when
20 Mr. Taylor sued you?
21 A. Yes, that's when I first heard about it.
22 Q. All right.
23 A. He was supposed to be suing me and my
24 dad, I guess.
25 Q. And did Taylor ever -- strike that.

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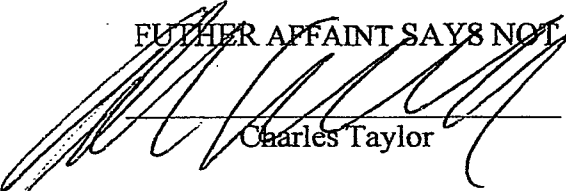
Plaintiff's 10-26-15 Affidavit
re: Defendants' Dispositive
10-14-15 Hearing
Memorandums

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

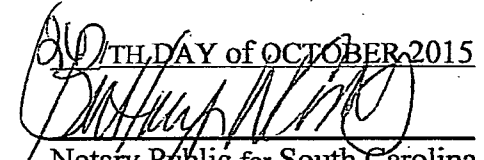
Personally appeared before me, having been duly sworn, Charles Taylor deposes and says essentially:

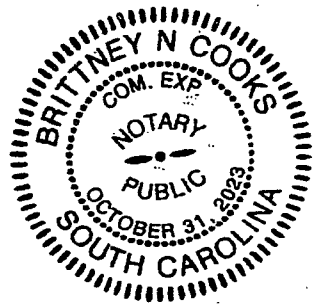
1. That as to memorandums #1 and #2 unshaded on p.1 attached, I never received those; because they were not enclosed with the shaded items on p.1 of which I did received in the late evening U.S. Mail on 10-13-14 before the dispositive motions hearing 10am next morning 10-14-15; and
2. That I tried to address the matter to the court at the 10-14-15 dispositive motions hearing, but the court instructed to wait until it received its copies; Defendants said was sent by courier; and
3. That the court copies was never received at hearing, at the end of which, the court instructed all parties not to file or send anything else etc. until dispositive order is receive from the court; and
4. Thus the missing memorandums couldn't be addressed w/the court at the dispositive hearing, because it copies too, on p.1, hadn't been received before or during the dispositive hearing; and
5. That this October 26, 2015 affidavit is the only way known to address the matter in the meantime, to be certain the issue is preserve for appeal, once the dispositive order is receive from the court.

FURTHER AFFAINT SAYS NOT


Charles Taylor

SWORN TO BEFORE ME THIS

20TH DAY of OCTOBER 2015

Notary Public for South Carolina
MY COMMISSION EXPIRES
ON: 10/31/2023





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

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

October 9, 2015

The Honorable George S. James, Jr.
Judge, Sumter County
Post Office Box 1716
Sumter, SC 29150

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

Dear Judge James:

Please find enclosed for your review a copy of the following:

1. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum in Opposition to Plaintiff's Motion for Sanctions Pursuant to Rule 11 and S.C. Code Ann. 15-36-10;
2. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum in Opposition to Plaintiff's Motion for Summary Judgment;
3. Defendants Stop "N" Save, Inc., d/b/a El Cheapo Plus #7 and Roy Rahal's Memorandum of Law in Support of Defendants' Motion for Summary Judgment.
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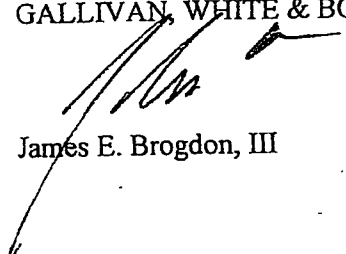
By copy of this letter, we are informing Charles Taylor, pro se Plaintiff, of this communication with the Court.

Please do not hesitate to contact me if you have any questions.

With kind regards, I am

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.


James E. Brogdon, III

JEB/ct
Enclosures

ROA
p.1161

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER) 3RD JUDICIAL CIRCUIT

RECORDED
2015 OCT 16 PM 2:10

Charles Taylor,

Plaintiff,

v.

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


Defendants.

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

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

The undersigned, Leslie Priester, legal assistant to Gray T. Culbreath, Esq., hereby certifies that she served the AFFIDAVIT OF STEPHEN WINKELMAN upon the below listed by depositing a copy of the same in the United States mail, on October 14, 2015, with sufficient postage annexed thereto, addressed as follows:

Charles Taylor, pro se
332 Myrtle Beach Highway
Sumter, SC 29153

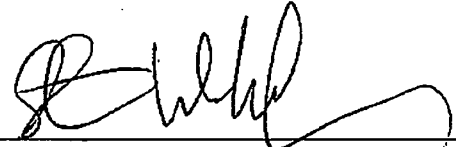


Leslie Priester

with that company. For example, all truck rentals in the state of South Carolina are made by U-Haul Co. of South Carolina, Inc. or independent dealers who have dealership agreements with U-Haul Co. of South Carolina, Inc.

FURTHER AFFIANT SAYETH NOT.

This 9th day of October, 2015.



STEPHEN WINKELMAN
ASSISTANT SECRETARY
U-HAUL INTERNATIONAL, INC.

Sworn to and subscribed before me
this 9th day of October, 2015.



Notary Public

My commission expires: 7-2-2019



RECORDED

AFFIDAVIT OF MARY MITCHELL

What I Saw Reginald Morton Do

On the Morning of June 1, 2013

JUL 5 2015 -3 PM 3:39

JAMES C. CAMPBELL
CLERK OF COURT
SOUTH CAROLINA

Personally appeared before me having been duly sworn, MARY MITCHELL, deposes and says the

FOLLOWING:

BASICALLY:

- 1. I was at Charles Taylor's house at 332 Myrtle Bch Hwy Sumter SC 29153 on the morning of 6/1/13;
- 2. I came up just as Mrs. Rosa McBride was leaving, as I came to get the clothes he wanted washed;
- 3. As to the conduct of Reginald Morton on morning of 6/1/13; I saw him come driving a U-Haul truck;
- 4. I then turned and went into Mr. Taylor's kitchen with my plate, when shortly thereafter, I heard Mr. Taylor screamed a horrible scream like someone was attempting to kill him, (which it scared me almost into a heart attack as I dropped my plate), and when I shouted what's wrong, he said, that dope head is trying to tear up my rental house;
- 5. By that time I made it to the window that Mr. Taylor was looking out, holding his chest; I saw Reginald Morton back the U-Haul truck into the porch end of Mr. Taylor's Rental house repeatedly like a mad man and looking like one;
- 6. By the time Mr. Taylor and I managed to get to and out of his front door and somehow over to near where Reginald Morton was; you could smell the marijuana, alcohol, and smoke, and so on;
- 7. I feared violence from Morton so I told Mr. Taylor, just lets go back into the house, while Mr. Taylor screamed, in a rage; how did you get that truck and Morton ran his hand across his nose and smell it; and said, it will get you what you want. I understood it to mean he got it with drugs;
- 8. We went back into Mr. Taylor's house as he, disable, was obviously very sick from Reginald Morton's outrageous conduct and he have been getting worse from it day-by-day ever since that morning 6/1/13;
- 9. I to was outrage and nervous from Reginald Morton's conduct and sick but eventually got better.

SWORN TO BEFORE ME
This 5th Day of July 2015
Betty Windsor
NOTARY PUBLIC for SC
MY COMMISSION EXPIRES

Oct 29, 2016

I Say No More;
Mary Mitchell
Mary Mitchell

ROA
p.1165

p.4
w/ plaintiff's 9-25-15 final
dispositive brief for Oct. 14, 2015
dispositive hearing.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVET

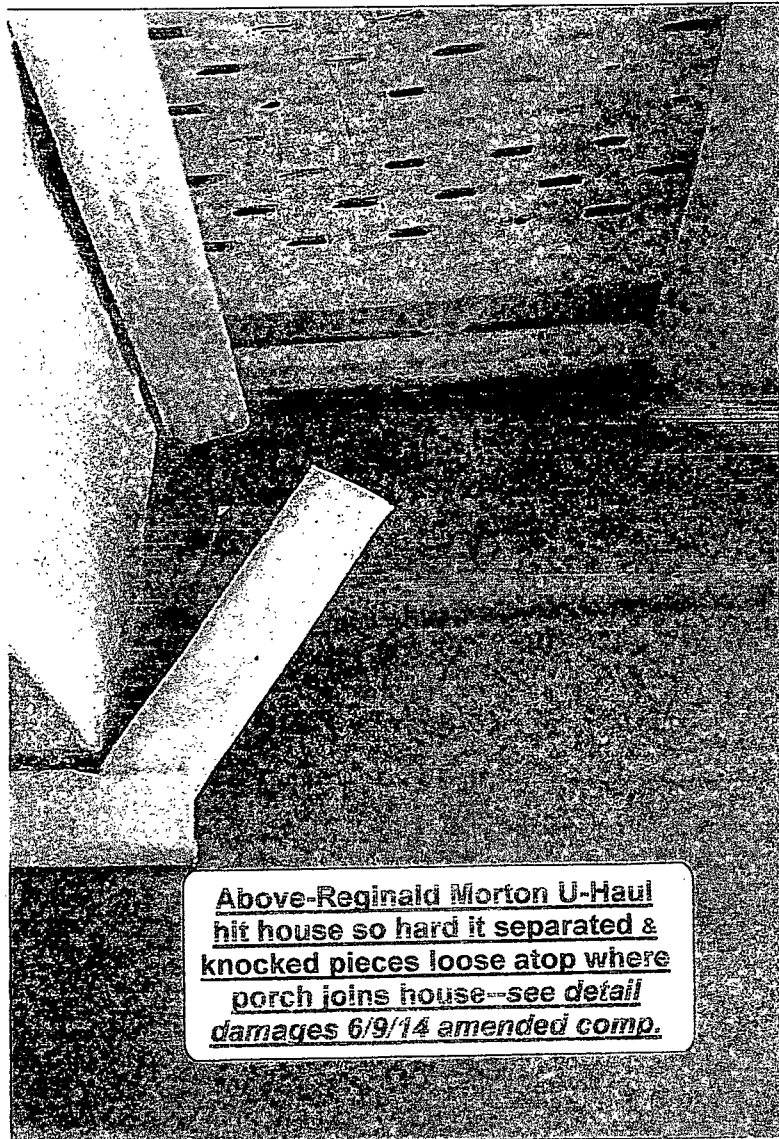
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: PROPERTY DAMAGE--HOUSE--AT 334 MYRTLE BCH HWY
IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

RECORDED
2015 SEP 21 PM 3:17
CLERK OF COURT
SUMMER COUNTY, S.C.

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1. I saw--with other witness whose statements are in the file--Reginald Morton 6/1/13 w-U-Haul truck **intentionally** hit the subject house so hard--that it separated and knocked pieces loose as shown below where the porch joins the house--see--the-detail damages in the 6-9-14 amended complaint.



Above-Reginald Morton U-Haul hit house so hard it separated & knocked pieces loose atop where porch joins house--see detail damages 6/9/14 amended comp.

CERTIFIED TRUE COPY
OF ORIGINAL FILED

Sharon H. ...
DEPUTY CLERK OF COURT
SUMMER COUNTY
SOUTH CAROLINA

FURTHER AFFAINT SAYS NOT
(HEREIN)

Charles Taylor
CHARLES TAYLOR

SWORN TO BEFORE ME THIS
21 /TH DAY OF SEPT 2015

Soyla Rice
Notary Public of South Carolina
MY COMMISSION EXPIRES
ON: October 12, 2023

water leaks in at 1 of the damage locations-see 6-9-14 amended complaint

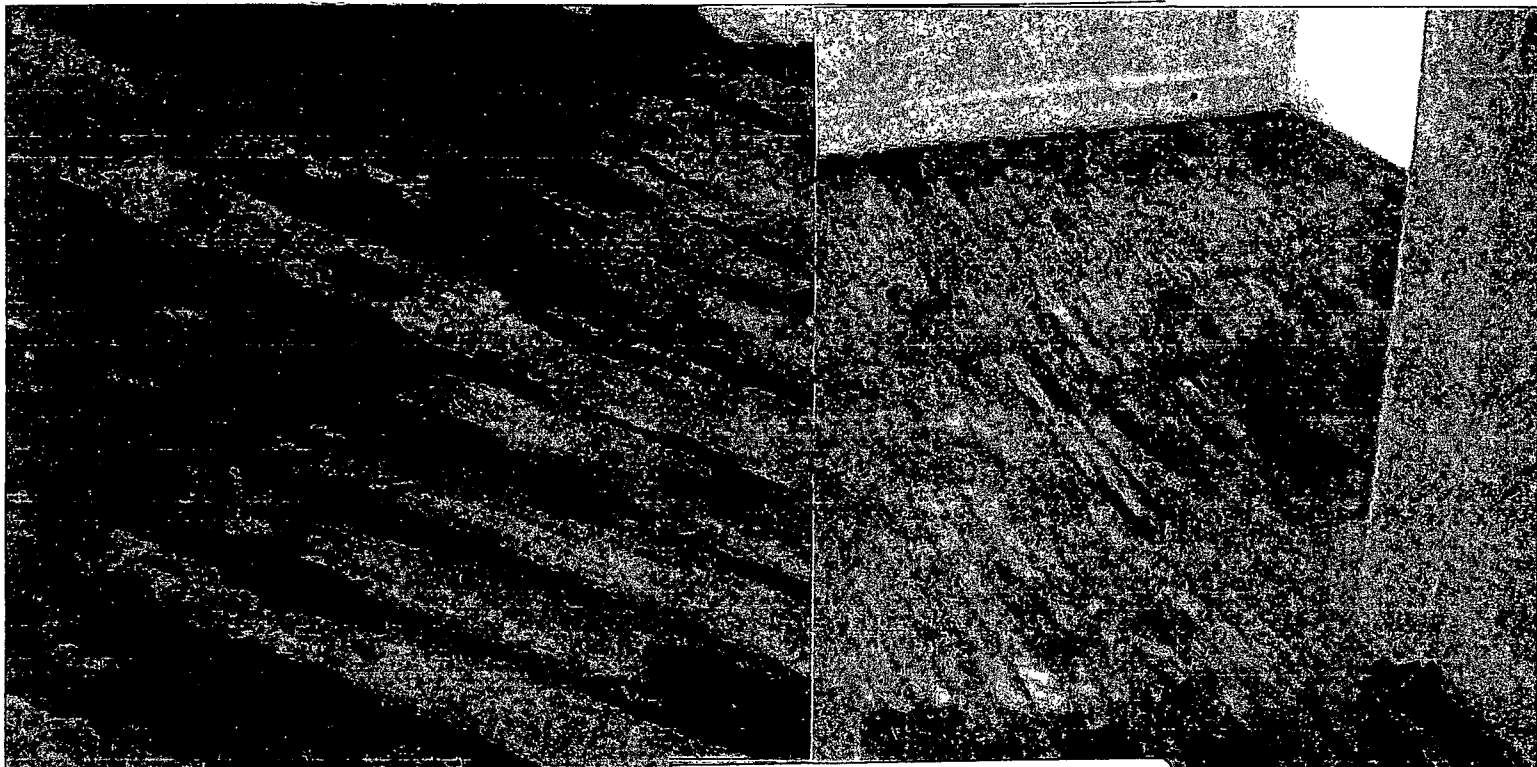
CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon A. Dussan
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)
re: ROTTEN OUT FLOOR-FOUNDATION-LOSS 334 MYRTLE BCH HWY
IN THE CASE OF CHARLES TAYLOR V. U-HAUL ET AL. 2013-CP-43-1808

RECORDED
2015 SEP 25 AM 9:30
JAMES P. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1. These show rotten out floor-foundation re loss house 334 Myrtle Bch Hwy re Reginald Morton damage.



FURTHER AFFAINT SAYS NOT
(HEREIN)
[Signature]
CHARLES TAYLOR

From leaking water damage since Reginald Morton tried to destroy house w/ his U-Haul truck 6-1-13-see-damage details in the 6/9/14 amended complaint

SWORN TO BEFORE ME THIS

25 /TH DAY OF SEPT 2015
[Signature]
Notary Public of South Carolina

MY COMMISSION EXPIRES
ON: *[Signature]*
SOUTH CAROLINA
EXP. 09-06-2017

ROA
p.1167

p.9
w/ plaintiff's 9-25-15 final
dispositive brief Oct. 14, 2015
dispositive hearing.

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge 2.w/admissible trial facts-evidence 3.is competent)

RECORDED
2015 SEP 11 PM 2:50

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

Re: THE DAMAGE I SAW TO BACK OF MORTON'S TRUCK AS IT LEFT 6-1-13
IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon [unclear]
CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1. That as to the damage I saw to the back of Reginald Morton's U-Haul truck as it left on 6-1-13 from 334 Myrtle Bch Hwy Sumter-after smashing back into my house there attempting its destruction;
2. That because the back truck bumper protrudes-further enough out from the truck, to protect it from damage-to the truck itself on impact-with the bumper absorbing all the thrust etc-as it was made of tough metal for that specific purpose;
3. Thus the damages that I could see with my own eyes from my window was the bright red paint that had embedded on bumper from where it had impact the red brick porch-steps etc; see color below;
4. Whatever other damages, if any much to the tough metal-(appeared to be steel)-bumpers, I was not able to see from where I was, the house right beside at 332 Myrtle Bch Hwy Sumter SC 29153.

FURTHER AFFAIRT SAYS NOT
(HEREIN)

[Handwritten Signature]
CHARLES TAYLOR

SWORN TO BEFORE ME ON THIS

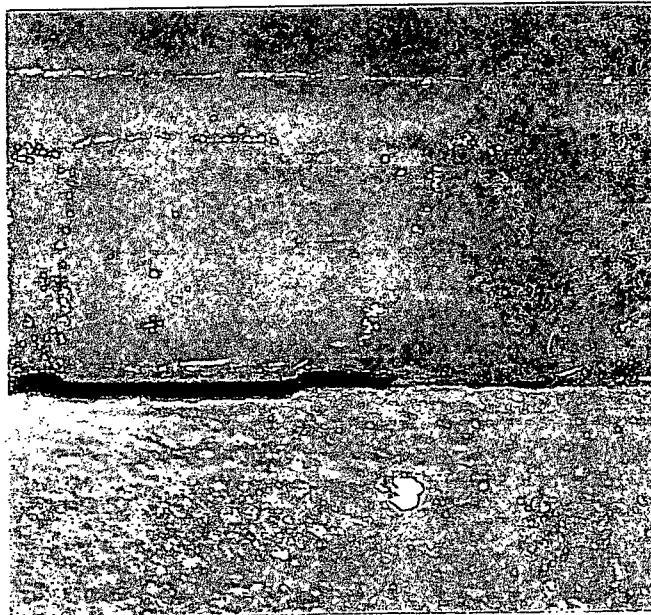
11th /TH DAY OF SEPTEMBER 2015

Sofia Rice

Notary Public of South Carolina

MY COMMISSION EXPIRES

ON October 18, 2023



color porch steps painted above / damages see amended complaint

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: PROPERTY-HOUSE-TOTAL RUIN LOSS VALUATION

IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

RECORDED
2015 SEP 18 PM 4:45
JAMES CAMPBELL
CLERK OF COURT
SUMMER COUNTY, S.C.

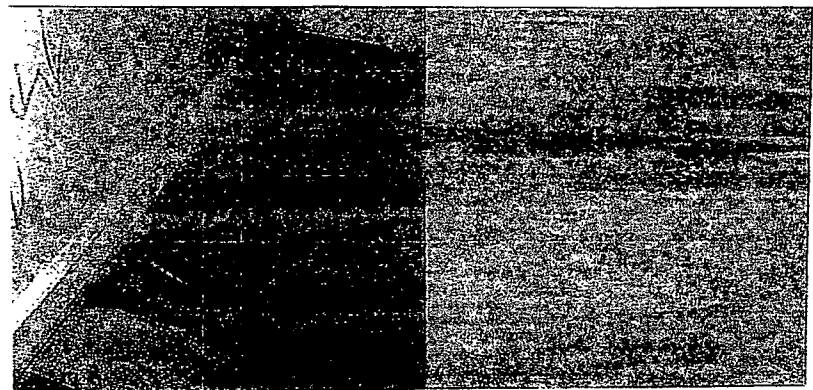
Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says FILED TRUE COPY OF ORIGINAL FILED

Sheron H. Dubois
DEPUTY CLERK OF COURT
SUMMER COUNTY
SOUTH CAROLINA

1. That I have been in the *individual* real property purchase & resale business for over 30 years;
2. Over that time I've evaluated & valued hundreds of residential mostly & commercial properties;
3. That my expertise mainly is in older (w/some historic value) house purchase, restoration & resale;
4. THAT IN A NUTSHELL; there are some others, but 3, primary standard ways to value a property;
 - a. by what you have total invested in it;
 - b. by the amount of income it can earn-if that's what it was purchase for;
 - c. by what similar property of the same caliber in area recently sold for;
5. That by whichever method a property is valued depends on the one that's most applicable;
6. That in the instant case, the former is most applicable, for a variety of reasons, including it was not purchase to rent but for resale after restoration, but rented due to a well-known down turn in the market and because it had one of a kind-approx. 100 years old-hickory hardwood floors etc. & none known just like it in area; & was purchased cash & top dollars invested expecting high return-see-cash purchase price & restoration invested all I had receipts all in file \$150,000 total;
7. And it's all totally ruin as stated in 6-9-14 amended complaint & throughout court file to date and now must be bulldozed--all due to the stated actions of Defendants and Reginald Morton 6-1-13.

FURTHER AFFAINT SAYS NOT (HEREIN)

[Signature]
CHARLES TAYLOR



water damage rotten out floors foundation-see 6-9-14 amended complaint

JOANNE B. REED
Notary Public of South Carolina
MY COMMISSION EXPIRES 09-06-2017
SOUTH CAROLINA

ROA
p.1169

p.8
w/ plaintiff's 9-25-15 final
dispositive brief for Oct. 14, 2015
dispositive hearing.

WHICH WILL COST \$7,500.00 TO TEAR DOWN

AND DISPOSE OF.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon A. Dussell
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

803-968-1076 1695306

RECORDED
SEP 18 PM 4:45
SUMTER COUNTY S.C.

Statement		DATE	9-18-15	TERMS	
TO	MR. CHARLES TAYLOR				
	334 MYTLE BEACH AY.				
	SUMTER, S.C. 29150				
IN ACCOUNT WITH	TIM'S TREE SERVICE				
	2200 NIMS RD.				
	SUMTER, S.C. 29153				
	TAKE DOWN				
	HOUSE & CLEAN				
	UP & HAND OFF				
	TOTAL DUE				
	\$7500.00				
	HOLE UP				
	FRONT				
	2ND HALF WHEN				
	FINISHED				
	<i>[Signature]</i>				
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT		

RECORDED

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
CHARLES TAYLOR

2015 SEP 22 PM 2:34

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

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

PLAINTIFF

VS.

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

DEFENDANT

AMENDMENT OF 9-22-15 TO:
Plaintiff's 7-20-15 Dispositive Memorandum #7
Re: The *Property* Damage Total Loss Amounts

For Dispositive Motions Hearing Oct. 14, 2015

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

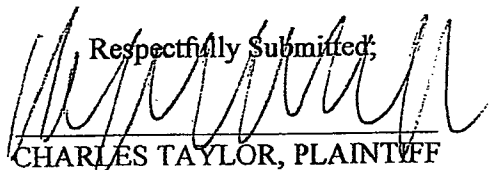
AMENDMENT OF 9-22-15 TO:

Plaintiff's 7-20-15 Dispositive Memorandum #7 re: The Property Damage Total Loss Amounts:

COMPENSATORY

1. House Total Loss	\$150,000.00--see p.1 attached.
2. To Bulldoze, Clean Up & Dispose Of	\$ 7,500.00--see p.2 attached.
3. Rental Income Loss	\$ 18,200.00--see p.3 attached.
<hr/> Total Loss	<hr/> \$ 175,700.00 ***Grand Total
Miscellaneous Pages-----	-----See--p.4-7 attached.

Respectfully Submitted;


CHARLES TAYLOR, PLAINTIFF
332 Myrtle Bch Hwy Sumter, SC 29153
803-609-7990

Sumter, South Carolina
September 22, 2015

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: RENTAL INCOME LOSS 6-1-13 TO 10-1-15 FROM 334 MYRTLE BCH HWY

IN THE CASE OF CHARLES TAYLOR v. U-HAUL ET AL. 2013-CP-43-1808

RECORDED
2015 SEP 21 PM 3:18
JAMES H. CALHOUN
CLERK OF COURT
SUMTER COUNTY, S.C.

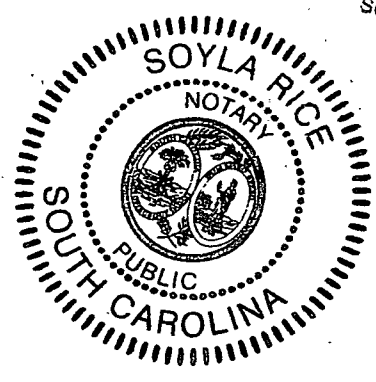
Personally, appeared before me, having been duly sworn, Charles Taylor, deposes & says:

1. That the rental income loss from 6-1-13 to 10-1-15 is \$18,200.00 and continues at the rate of \$650.00 per month for 11-1-15 until.

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon A. Dussan
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

FURTHER AFFAINT SAYS NOT
(HEREIN)

[Handwritten Signature]
CHARLES TAYLOR



SWORN TO BEFORE ME THIS

21 /TH DAY OF SEPT 2015

[Handwritten Signature]
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: October 18, 2023

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: Reginald Morton's Initial IED Conduct

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

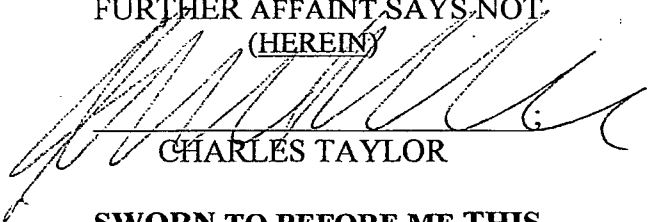
RECORDED
2015 SEP 25 AM 9:31
JANELL CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1. That I screamed in horror & outrage from my house as I watched helplessly-Reginald Morton's atrocious etc. **conduct** (*high up on pot, drugs, marijuana, etc.*) as he intentionally & spitefully backed his U-Haul truck hard, (*meaning--as in attempting to destroy*), into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage; & that but for the house being approx. 100 years old and hard as old hickory hardwood--which age and hardwood gave it-its unusual character and value--it would have been destroyed, instead of just damage--then, where after the leaking water eventually did, in effect, destroy it--rotting out the floor & foundation & such leaking water damages has now rendered it useless & valueless since 6-1-13.

2. That Reginald Morton's, *seething mad*, above **conduct** was motivated by his thirst for revenge for my having had the Honorable Judge Kristy F. Curtis evict them for non-rent payment & for Reginald Morton's drug dealing and illegal gun running, from the rental house I rented to them.

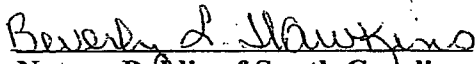
FURTHER AFFAINT SAYS NOT
(HEREIN)


CHARLES TAYLOR

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon H. Duse
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

SWORN TO BEFORE ME THIS

8 /TH DAY OF JULY 2015


Notary Public of South Carolina

FOR: THE OTHER-MAIN-AFFIDAVIT DETAILS:
(see-plaintiff's 6-15-15 sum. motion & 6-22-15 memorandum)

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

ROA
p.1173

p.16
w/ plaintiff's 9-25-15 final
dispositive brief for Oct. 14, 2015
dispositive hearing.

MARY MITCHELL'S AFFIDAVIT

RECORDED

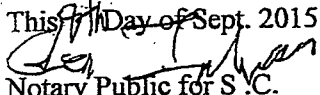
About the Damages I saw on Back
of U-Haul Truck as it Leaved 6-1-13

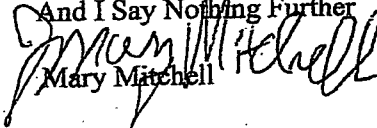
1 PM 2:50

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

Personally appeared before me having been sworn duly, Mary Mitchell, deposes and say this:

- #1. On 6-1-13, I was at Charles Taylor's house; on 332 Myrtle Beach Highway in Sumter, S. C.;
- #2. I saw the same red paint damages as Mr. Taylor, onto the back bumper of Reginald Morton's U-Haul truck, which paint obviously came from Morton's ramming back into Mr. Taylor's rental house/porch, as I saw the truck leaving that house, because I remember saying at that time, to Mr. Taylor, "you will have to fix and paint it again", in kind of an off handed way, as the truck left.
- #3. Reginald Morton's extremely creepy conduct, I had never see from no one before quite like it, and I hope I never have to encounter him again, or anyone like him, because it was really scary.

SWORN TO BEFORE ME
 This 7th Day of Sept. 2015

 Notary Public for S.C.
 My Commission Expires:
Nov 18 2017

And I Say Nothing Further

 Mary Mitchell

AFFIDAVIT

RECORDED

2014 MAY 28 PM 2:48

JAMES C. CAMPBELL

SUMTER COUNTY, S.C.

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1. That as to Defendant Odell Morton, Plaintiff Charles Taylor, is not aware of any pleading in this case of whatever kind, where Defendant Odell Morton have himself stated anything in this case--and;

2. That if he (plaintiff-Charles Taylor) is in err, let any of the Defendants in this case--swear in an affidavit under the Penalty of Perjury to the contrary and present it to this Court-case.

FURTHER AFFAINT SAYS NOT

[Handwritten Signature]
Charles Taylor

SWORN TO BEFORE ME THIS

28 /TH DAY OF MAY 2014

[Handwritten Signature]
Notary Public for South Carolina

MY COMMISSION EXPIRES

ON: 04.09.2023



PLAINTIFF CHARLES TAYLOR'S AFFIDAVIT RE ODELL MORTON

2015 FEB -9 AM 8:53

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

Personally, appeared before me having been duly sworn, Plaintiff Charles Taylor deposes & says:

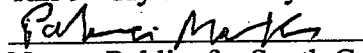
- (1). That Odell Morton rented my rental house and lived there at 334 Myrtle Bch Hwy, in Sumter S.C., right beside me at 332 Myrtle Bch Hwy, Sumter, S.C. 29153, until they were evicted out by 6-1-13; at which address they lived for over a year going back, and; before that, lived on Plowden Mill Road here in Sumter County for years before moving here, and;
- (2). That as of 6-1-13 when they were evicted (see eviction document attached hereto) Odell Morton was almost 6 ft. 5 in. tall, weighing almost 350 plus pounds, and;
- (3). That Odell Morton was bed ridden from prostate cancer surgery and suffering from a variety of other illnesses, including diabetes, heart troubles, high blood pressure, & poor vision etc., and;
- (4). That Odell Morton couldn't even help himself to and from the bathroom without help and thus had to wear those huge adult baby pampers, etc. etc., and;
- (5). That Odell Morton said he did not have a valid driver's license when he moved here, and;
- (6). That even if he did, Odell Morton was here at his home in the back bedroom bed ridden on the morning of 6-1-13 when Reginald Morton went to get and came back driving the u-haul truck gotten from Defendants Roy Rahal and El Cheapo.

Further Affiant Says Not,



Charles Taylor

SWORN TO BEFORE ME

This 9th day of February 2015
Notary Public for South C.

My Commission Expires

On: July 7, 2015

HOVEROUND®
Personal Mobility Solutions

Odelle Morton
334 Myrtle Beach Hwy
Sumter SC 29153-5010



ROA
p.1177

PRESORTED
STD
US POSTAGE
PAID
PERMIT 1007
ORLANDO, FL



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

1201 Main Street, Suite 1200
Post Office Box 7368 (29202)
Columbia, South Carolina 29204
Telephone 803.779.1833
Facsimile 803.779.1767
www.GWBlawfirm.com

April 3, 2015

VIA U.S. MAIL

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

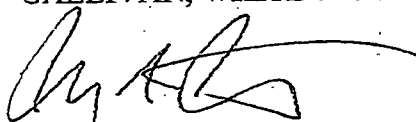
Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808
GWB File No.: 8566-1

Dear Mr. Taylor:

In response to your letter of March 26, 2015, please be advised of the following. Neither Gallivan, White & Boyd nor Bryan Cave LLP represents Odell Morton or Reginald Morton. Further, neither firm has ever represented either of those two gentlemen.

Sincerely,

GALLIVAN, WHITE & BOYD, P.A.



Gray T. Culbreath

GTC/lla

ROA
p.1178

p.10
w/ plaintiff's 9-21-15 reply to
defendants 9-17-15 motion to
dismiss for "vexatious conduct"

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)
)
)
)
)

2013CV4310102361
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER

Charles Taylor
332 Myrtle Beach Hwy
Sumter, SC 29153
(803) 883-7005
PLAINTIFF(S)

RECEIVED
IN
SUMMARY COURT
115 N. HARVIN ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 5-23-13
FILE 2:14

Vs

Odell Morton
334 Myrtle Beach Hwy
Sumter, SC 29153
DEFENDANT(S)

On 5-22-13 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Sumter County Summary Court**, is as follows:

CHECK ONE:

A. I contest the jurisdiction of the court based on the following: (use additional pages if necessary)
Rent is always payed on time

B. I admit everything in the complaint and do not want a trial.
C. I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. I deny that I am responsible at all because: (use additional pages if necessary)

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 5-23-13
Odell Morton
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

**IF MORE THAN ONE DEFENDANT, ALL MUST F.

PLEASE RETURN TO:

Sumter Magistrate
115 North Harvin Street, Post Office Box 1428
Sumter, SC 291511428
Phone: (803) 436-2280 Fax: (803) 436-2789

ROA
p.1179

One-Way Rental (OUT) - Saturday, 6/1/2013 8:31 AM Contract No.: 98200861
ROADSIDE ASSISTANCE: myuhaul.com or 1-800-528-0355- TM 1891F
Dispatched From: 033654 - Safe-Protection:(NO)



Customer:
REGINALD MORTON
824 maury ave
Fort Washington, MD 20749

803-565-5985
202-400-5326
DL: xxxxxxxxxxx5810, MD,
1014

Renting Location:
El Cheapo Plus # 7 - (033654)
390 S Guignard Dr
SUMTER, SC 29150 (803)499-1088

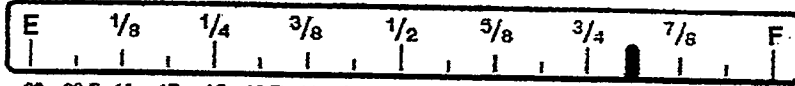
Destination: SUITLAND, MD Due Date/Time: 6/4/2013 8:31 AM
DROP OFF EQUIPMENT U-Haul at Allentown 4599 Allentown Rd . SUITLAND , MD (301) 736-7300
AT:

Days Allowed: 3 MI Allowed: 530.0

Extra Day Rate for the TM \$40.00 Per Day \$0.40 Per MI

Equipment	MI Out	Coverage	Rental Charge	Total Charge
TM 1891F AE40765 AZ	27233.0		\$0.00	\$305.00
				\$305.00

FUEL TANK CAPACITY: 33 GALLONS



Estimated gallons needed to return to dispatched level of 13/16

Card Type:
MASTERCARD

Account:
XXXXXXXXXXXXXXXXX0903

Auth-
AA0SEB

Environmental Fee: \$5.00
SubTotal: \$310.00
Drop-off Location Incentive: -\$15.00
SubTotal: \$295.00
Rental Tax: \$38.35
Rental Deposit Paid: \$0.00
Total Rental Charges (including Deposit): \$333.35
Credit Card Payment: \$333.35
Net Paid Today: \$333.35

SafeMove Declined for Equipment TM 1891F .

I agree to verify my truck's fuel level is 13/16 before leaving the premises. I agree to return this truck with this amount of fuel or pay a \$30.00 fueling fee and a minimum of \$5.00 per gallon for fuel used. U-Haul does not reimburse if this truck is returned with more fuel than when it was dispatched.

U-Haul pays for oil (save receipts).

U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.

I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.

I understand that the equipment rented is water resistant and not water proof.

I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.

I understand that I am financially responsible for all damages to equipment.

I agree to submit all claims against U-Haul in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from your local U-Haul representative.

I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.

Customer Signature (REGINALD MORTON)

Agent Signature - (33654)

Discount Savings on Motel and Hotel Rooms
10% OFF at La Quinta Inns and Suites: 1-800-753-3757 Online @ www.lq.com/uhaul
20% OFF at Days Inn, Ramada and Super 8 Motels: 1-877-670-7088 Online @ www.wyndhamrewards.com/uhaul

Questions or need help? Call me.

(803)499-1088

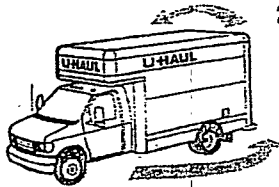
ROA
p.1180

p.12

START WITH #1. INCOMING CUSTOMER'S EVALUATION ON REVERSE SIDE OF TAG.

EQUIPMENT NO. 701 1891 F

2. CHECK-IN CONDITION
CENTER/DEALER DISPATCH COPY



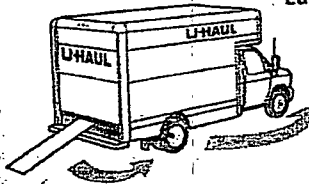
2a. CHECK REAR LIGHTS:

- Tail/Running
- Turn (Left/Right)
- Brakes
- Reverse
- License
- Dome

2b. SRI RETURNED:

- UD FD
- KO# _____

PO QUANTITY _____



2c. SEALS BROKEN?

- Pads Yes No
- UD Yes No

2d. CHECK FRONT LIGHTS:

- Running
- Turn (Left/Right)
- Headlights (Bright/Dim)

CAB/BOX CLEAN
RETURN CLEAN OM
OR PAY FEE CUST. INITIAL

- NO NEW DAMAGE
- NEW DAMAGE DESCRIBE: _____

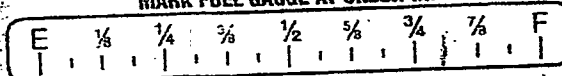
DESCRIBE DAMAGE: _____

3. VERIFY EQUIPMENT INFORMATION:

ODOMETER: 70233

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACTS

MARK FUEL GAUGE AT CHECK-IN:



Interior/Cargo Cab Dirty (\$25 Minimum Charge) Clean (No Charge)

157310422

9. [Signature]
CUSTOMER ACCEPTS RESPONSIBILITY FOR DAMAGE

SAFEMOVE® CUSTOMER SIGNATURE

I CERTIFY THE ABOVE INFORMATION TO BE COMPLETE AND CORRECT.

10.

DISPATCHING SIGNATURE: _____

DEALER/CENTER NO. 31671

RECEIVING CUSTOMER SERVICE REP. SIGNATURE _____

DEALER/CENTER NO. DATE _____

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACT OR PAY FUEL CHARGES AND SERVICE FEE AS SHOWN AND AGREED TO ON THE RENTAL CONTRACT.

8. ▽

DETACH HERE WHEN READY ▽

ROA
p.1181

p.13

U-HAUL EQUIPMENT DAMAGE RESPONSIBILITY REQUIREMENT

WARNING!

1. CREDIT CARDS AND MOST AUTO POLICIES **DO NOT** COVER U-HAUL RENTALS.
2. YOU ARE RESPONSIBLE FOR ALL DAMAGE **BEGARDLESS OF FAULT** INCLUDING WINDSHIELDS, TIRE DAMAGE, TOWING AND STORAGE FEES AND DOWNTIME (LOSS OF USE) WHILE THE VEHICLE IS BEING REPAIRED.

I WILL IMMEDIATELY REIMBURSE U-HAUL FOR ALL DAMAGE AND LOSSES INCURRED UPON RETURN OF THE RENTAL EQUIPMENT AND WHEN APPLICABLE SEEK REIMBURSEMENT FROM ANY THIRD PARTY'S INSURANCE COMPANY.

Customer Signature: *Deep Muston* Date: *June 1, 2013*



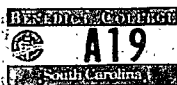
South Carolina Department of Motor Vehicles

SCDMV

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- ▶ [SCDMV Leadership](#)
- ▶ [Agency Reports](#)
- ▶ [Office Locations](#)
- ▶ [Moving to SC..](#)
- ▶ [Forms and Manuals](#)
- ▶ [Vehicle Plate Gallery](#)
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- ▶ [For Attorneys](#)
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- ▶ [SCDMV Job Opportunities](#)
- ▶ [SCDMV Historical Information](#)
- ▶ [SCDMV Fraud Hotline](#)
- ▶ [Procurement and Contract Services](#)
- ▶ [SC Illegal Immigration Reform Act](#)
- ▶ [Contact Us](#)
- ▶ [Links](#)

Buy a plate today



Moving?

Welcome to South Carolina

If you come into South Carolina from another state and establish a permanent residence, you must apply for a South Carolina driver license. If you own any vehicles they must also be registered in our state.

If you have a valid driver's license issued by the state from which you moved, you can use it for 90 days, after which time you must surrender it and obtain a South Carolina driver license. You have 45 days to transfer your out of state vehicle registration to South Carolina.

Depending on the class license you hold, you must complete a [Form 447-NC](#) or [Form 447-CDL](#), [Application for South Carolina Credential](#). See [Accepted Forms of Identification](#) for documents needed to obtain the license.

▶ [Back to Top](#)

For New Residents Licensed in Another State

Military Personnel (and their dependents) and students temporarily in South Carolina are not required to obtain a South Carolina Driver's license. However, you must have a driver's license from your home state to operate in South Carolina.

If you are a new resident, you may use a valid driver's license from your former state for up to 90 days. However, you must convert to a South Carolina driver's license before the end of the 90-day period. If your name has changed since birth, you must provide all legal documents (adoption records, marriage certificate, certificate of naturalization, court ordered name change) supporting all name changes from birth to present. For more information about documents you will need to get a S.C. license, see [Accepted Forms of Identification](#). If your driver's license from your home state has expired more than nine months, you must also pass the knowledge and road tests. To schedule a road test, you should call the DMV office where you would like to take the skills test.

Each qualified driver can have only one driver's license. You may not have a valid license from South Carolina and another state. To qualify for a SC driver's license, you must pass the eye exam given at all DMV offices or submit a statement of visual acuity from an eye care professional. A South Carolina license is valid for ten years and must be renewed by your birthday in the tenth year.

Note that Section 23-3-460 of the SC Code of Laws states that a person who has been convicted anywhere of an offense listed in 23-3-430 must register with the county sheriff within 10 days of establishing residency in South Carolina. A copy of the [Sex Offender Registry Law](#) is available upon request.

▶ [Back to Top](#)

Transferring Your CDL License From Another State

After establishing residency in South Carolina, you must apply to transfer your CDL license within 30 days.

On This Page

- [Welcome to South Carolina](#)
- [For New Residents Licensed in Another State](#)
- [Transferring Your CDL License From Another State](#)
- [Transferring Your Out of State Vehicle License](#)
- [Moving to Another State from South Carolina](#)
- [Returning a SC License Plate](#)

Related Sites

- [Donate Life South Carolina](#)
- [SC Watercraft Titles and Registration](#)
- [SC Department of Insurance](#)

ROA
p.1183

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
CHARLES TAYLOR)

RECORDED IN THE COURT OF COMMON PLEAS
3rd JUDICIAL CIRCUIT
2015 JUN 22 PM 1:30 C/A No: 2013-CP-43-1808

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

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

PLAINTIFF'S NOTICE
to Defendants
5TH

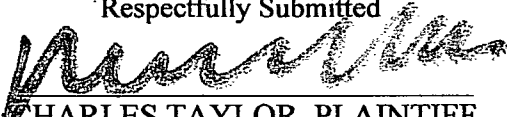
To the Court; and to The Law Firms of Gallivant, White, and Boyd, PA., and Bryan Cave, LLP.
Attn: Gray T. Culbreath, Esq.; (w/ pro hac vice Mr. Randy J. Soriano, Esq. of Bryan Cave-St. Louis) &
James E. Brogdon, III.; (w/ pro hac vice Mrs. Julia L. Fenwick, Esq., of Bryan Cave--Atlanta, Ga.)
LAW FIRMS-ATTORNEYS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

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

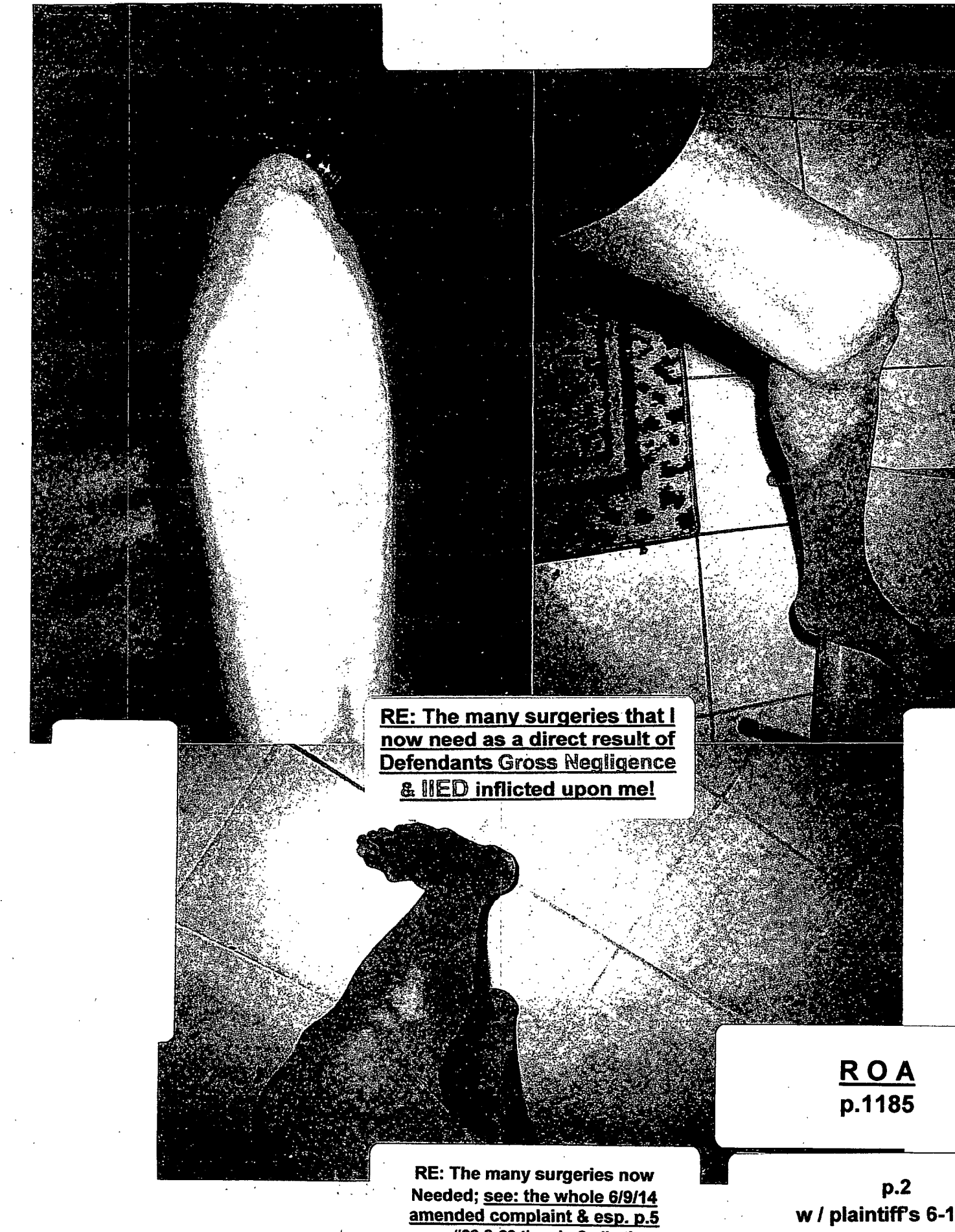
(2). That I'm pleading & begging Defendants to pay (without anymore-further litigation)-voluntarily
pay the just compensation immediately-for all the damages their outrageous and torturous conduct
have cause me--to date; so that I can get the necessary surgeries and all other such medical care
that's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

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

I will just plead my case to the jury at coming trial;
for up to the \$100 Million + other in damages re p.2-15!

Respectfully Submitted

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

Sumter, South Carolina
June 17, 2015

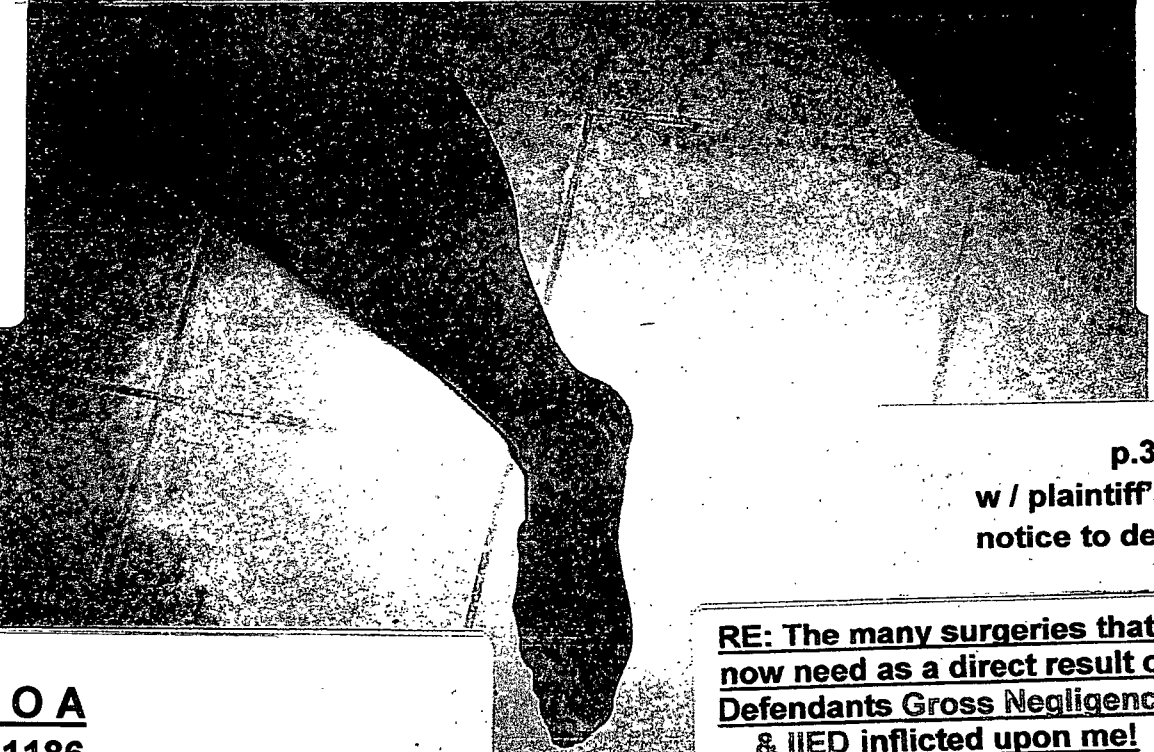


**RE: The many surgeries that I
now need as a direct result of
Defendants Gross Negligence
& IIED inflicted upon me!**

ROA
p.1185

**RE: The many surgeries now
Needed; see: the whole 6/9/14
amended complaint & esp. p.5
para. #28 & 29 therein & all other.**

**p.2
w / plaintiff's 6-17-14
notice to defendants**



p.3
w / plaintiff's 6-17-15
notice to defendants

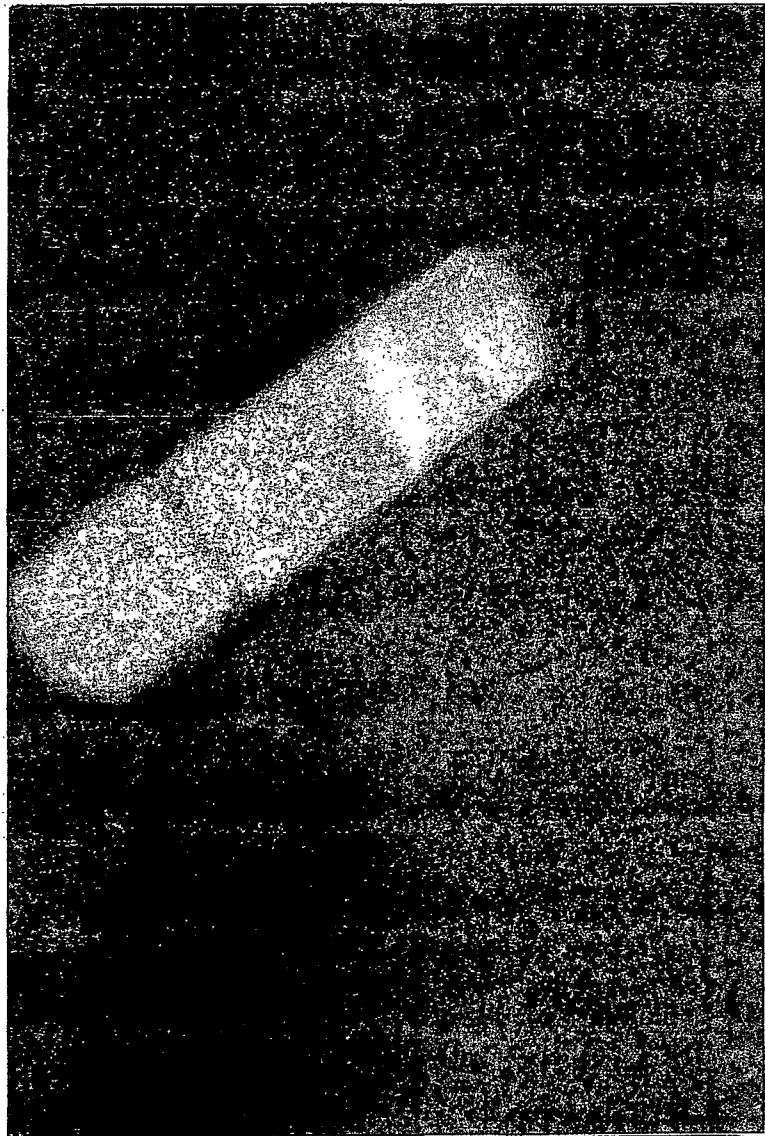
RE: The many surgeries that I
now need as a direct result of
Defendants Gross Negligence
& IIED inflicted upon me!



RE: The many surgeries that i
Now need as a direct result of
Defendants Gross Negligence
& IIED inflicted upon me!

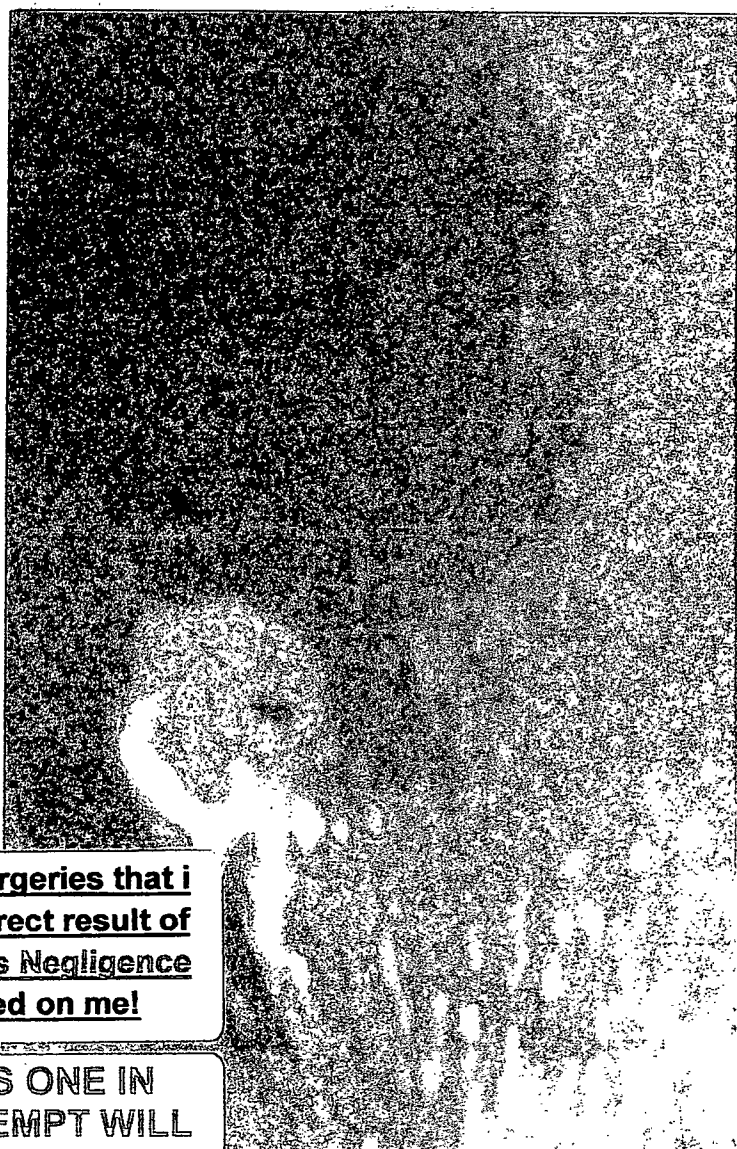
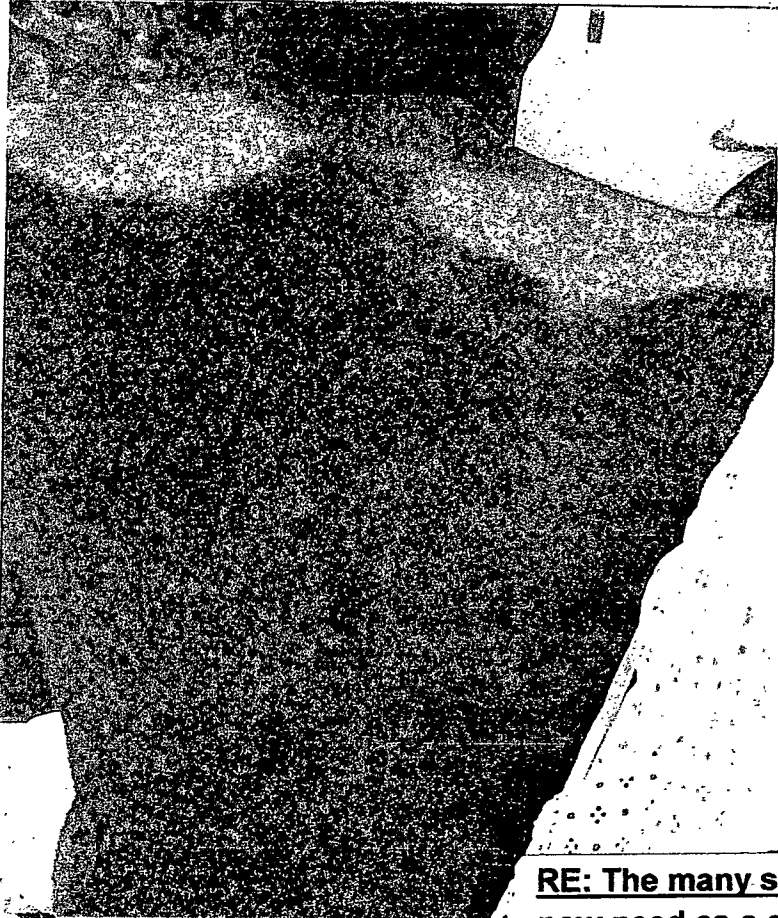
ROA
p.1187

p.4
w / plaintiff's 6-17-15
notice to defendants



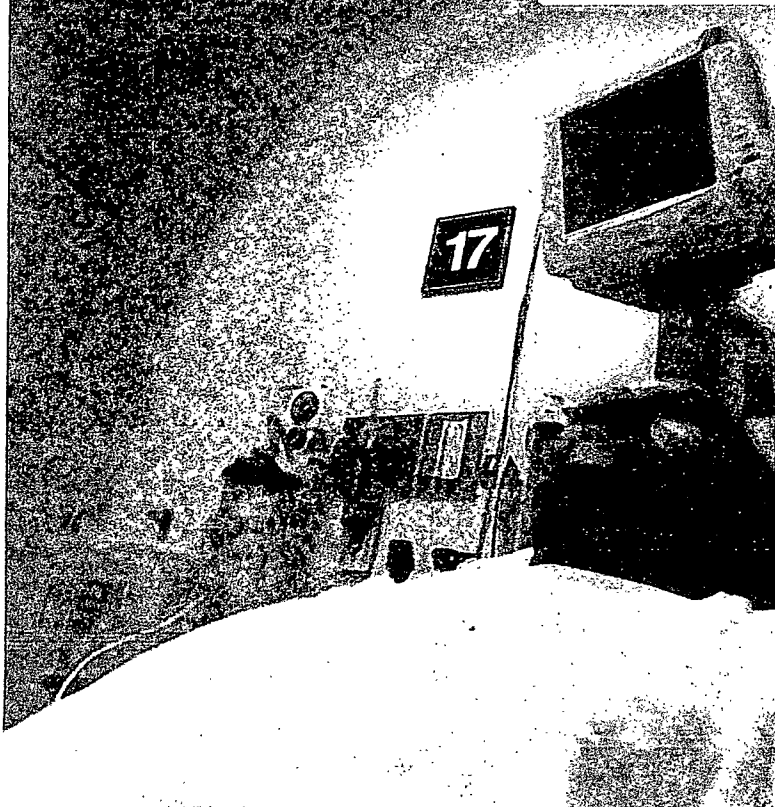
**RE: The many surgeries that i
now need as a direct result of
Defendants Gross Negligence
& IIED inflicted on me!**

**. CANCEROUS ONE IN
BACK 1ST ATTEMPT WILL
BE TO CUT IT OUT PER
THE DOCTORS.**



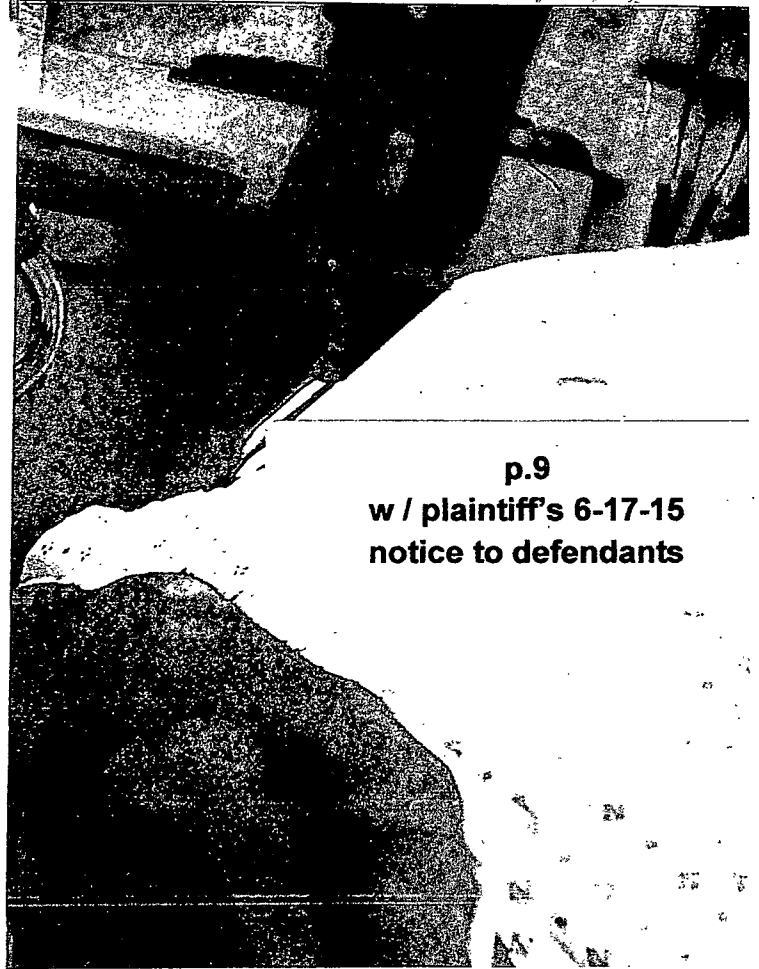
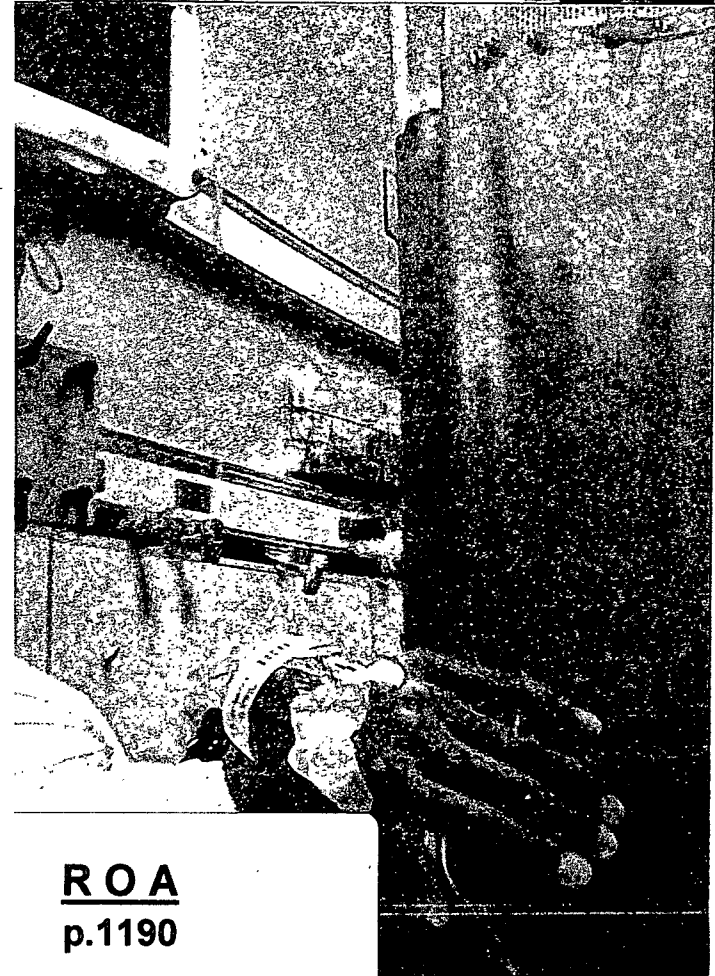
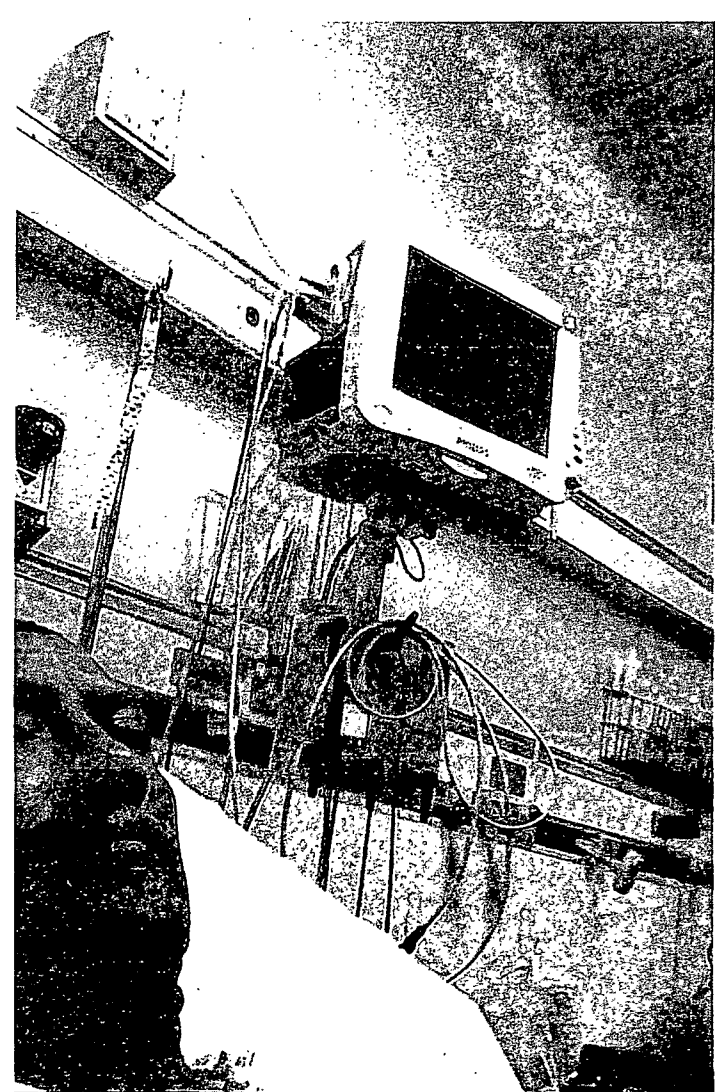
**RE: The many surgeries that i
now need as a direct result of
Defendants Gross Negligence
& IIED inflicted on me!**

**CANCEROUS ONE IN
BACK 1ST ATTEMPT WILL
BE TO BE CUT IT OUT
PER THE DOCTORS.**



ROA
p.1189

p.8
w / plaintiff's 6-17-15
notice to defendants



p.9
w / plaintiff's 6-17-15
notice to defendants

CPT 4	OFFICE SERVICES	FEE	CARDIOLOGY		CARDIOLOGY	
99212	Brief Office Visit		Abnormal EKG	794.31	Mitral Stenosis	394.0
99213	Office Visit		Abnormal Stress Test	794.30	Mitral Valve Prolapse	394.2
99214	Detailed Office Visit		Acute Myocardial Infarction	410.90	Palpitations	785.1
99215	Comprehensive Office Visit		Anemia	280.0	Pericardial Effusion	423.9
99202	Initial Exam, Limited		Angina	413.9	Pericarditis	420.90
99203	Initial Exam, Brief		Aortic Insufficiency	424.1	Peripheral Vascular Dis.	443.9
99204	Initial Exam, Comprehensive		Aortic Stenosis	396.0	Pre-Op Cardiovascular Exam	V72.8
99205	Initial Exam, High Comp.		Arrhythmias	427.9	Pulmonary Emboli	415.19
99243	Brief Consultation		Atrial Fib	427.31	PVCs	427.69
99244	Consultation		Atrial Septal Defect	745.5	RBBB	426.4
99245	Consultation, High Risk		Atypical Chest Pain	786.51	Sick Sinus Syndrome	427.81
99211	Nurse Visit		Cardiomyopathy	425.4	Supraventricular Tachycardia	427.0
G8553	E-Prescribe		Carotid Stenosis	433.10	Syncope	780.2
			Chronic Obstructive Pulmonary Disease	491.20	Tachycardia	785.0
	CLINICAL TESTS		Claudication	442.3	Tobacco Dependence	305.1
83880	BNP		Congenital Heart Defect	746.9	Transic Ischemia Attack	435.9
93000	Electrocardiogram		Congenital Heart Disease	746.3	Other	
93701	ICG		Congestive Heart Failure	428.0		
93293	Pacemaker/Reprogram (Single)		Coronary Artery Disease	414.01		
93280	Pacemaker/Reprogram (Dual)		CVA	436		
85610	Protime		Deep Vein Thrombosis	453.42		
93015	Treadmill		Diabetes Mellitus	250.00		
			Dizziness	780.4		
			Dyspnea/Cardiac	428.1		
			Edema	782.3		
			Fatigue, Weakness	780.79		
			HCVD	402.10		
			Heart Murmur	785.2		
			Heart Valve Replacement	V43.3		
			Hyperlipidemia	272.4		
			Hypertension, Controlled	401.1		
			Hypertension, Pulmonary	416.0		
			Hypertension, Uncontrolled	401.0		
			Hypotension, Orthostatic	458.0		
			LBBB	426.3		
			Malfunction Defibrillator	996.04		
			Malfunction Pacemaker	996.01		
			Mitral Insufficiency	396.3		
			Mitral Regurgitation	424.0		

SCHEDULE	
Labs	_____
Holter Monitor	_____
Event Monitor	_____
2-D Echo	_____
Aorta U/S	_____
LE Segmental	_____
Carotid Study	_____
Arterial Study	_____
Venous Study	_____
Catherization	_____
Treadmill	_____
PEST	_____
Nuclear Stress	_____
Other	_____

Patient Information
 Ticket#: 34177981
 Pat#: 2121588
 Chart#: _____
 Prior Diagnoses:
 401.1
 272.4
 786.50

Date	06/11/15	Group	98	Dept.		Doctor	JACOCKS MD, MITCHELL	Time	03:30P	Today's Charge		
Patient	CHARLES E TAYLOR		D.O.B.	10/08/55	Sex	M	Soc. Sec. #	XXX-XX-XXXX	Prior Balance	0.00		
Res p o a r t i b l e	CHARLES TAYLOR		332 MYRTLE BEACH HWY		SUMTER, SC 29153		803-609-7990		Adjustment	1361.00		
	Location		SUMTER CARDIOLOGY		Reason For Visit		MYOVIEV STRESS TEST		Today's Payment	0		
	Referring Doctor		JACOCKS MD, MITCHELL		Current		0.00	Over 30 Days	0.00	Over 60 Days	0.00	Total Due	0.00

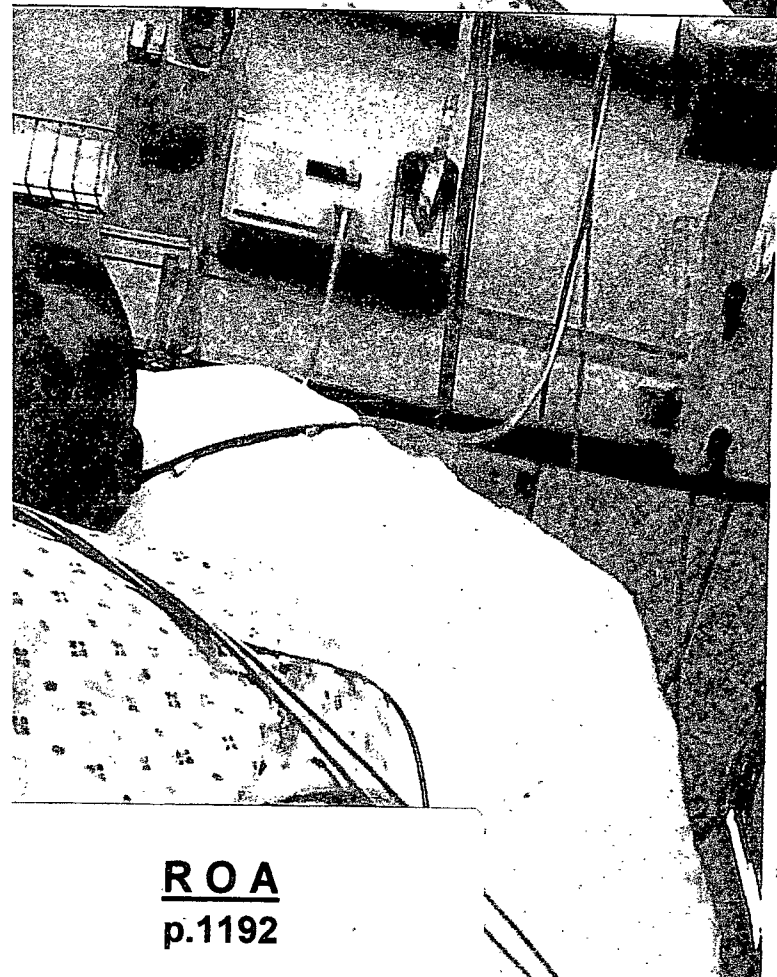
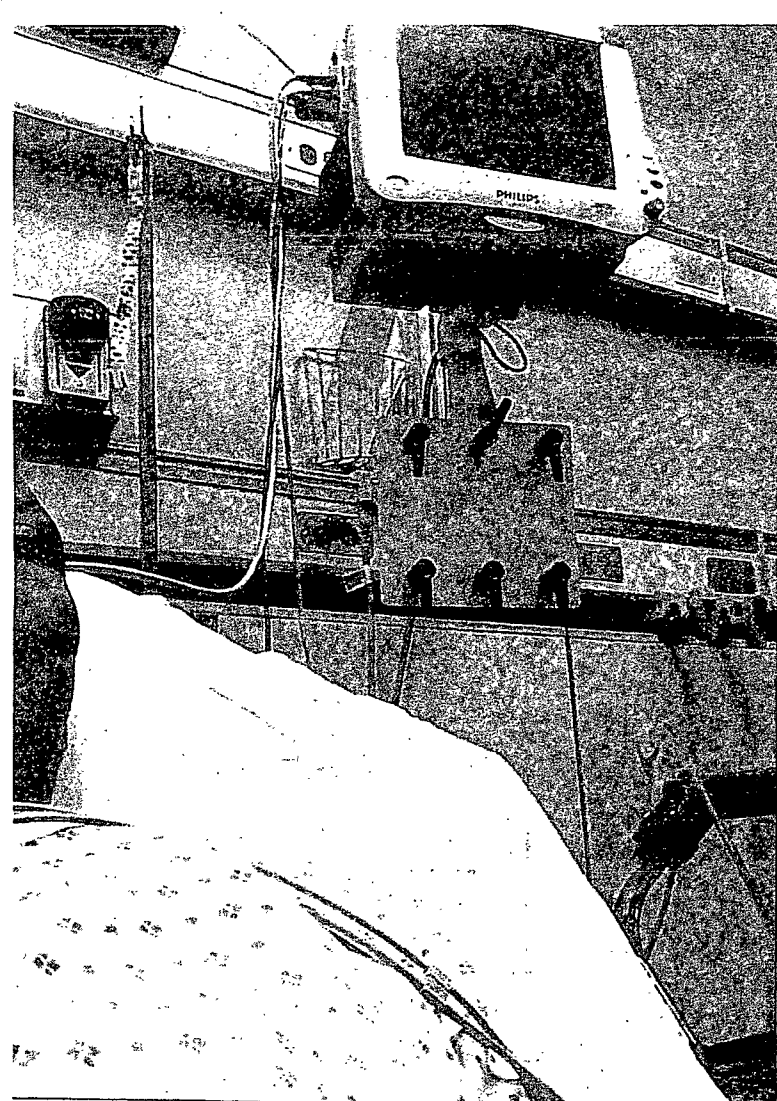
**FOR 1 VISIT
 & TESTS
 \$1,361.00**

**ROA
 p.1191**

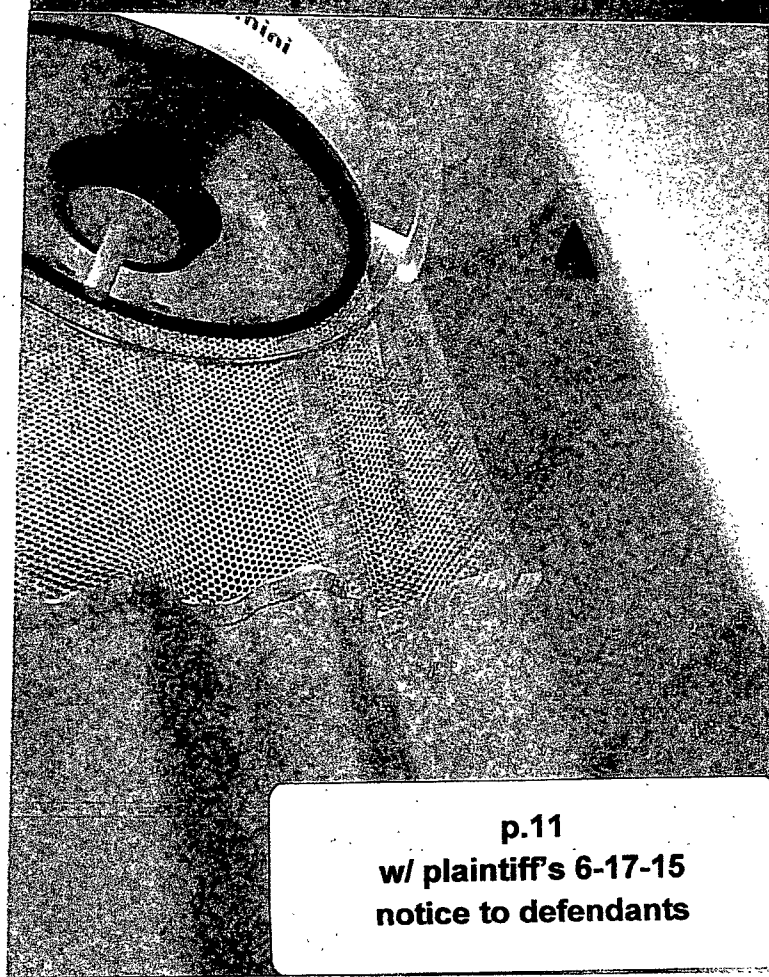
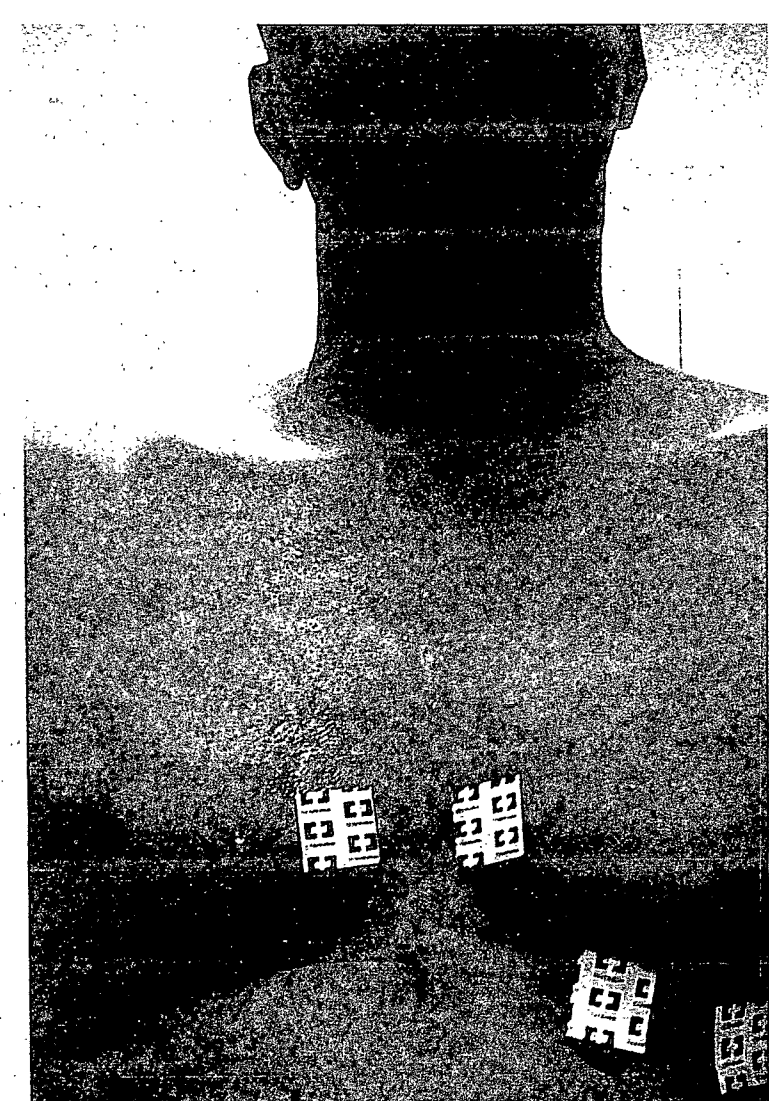
Diagnosis _____
 Return Appointment: _____
 _____ days _____ weeks _____ months _____ PRN

 SIGNATURE

**p.10
 w / plaintiff's 6-17-15
 notice to defendants**



ROA
p.1192



p.11
w/ plaintiff's 6-17-15
notice to defendants

PLAINTIFF CHARLES TAYLOR'S TESTIMONY AFFIDAVIT
(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

Re: Effects of Drug Dealer & Bail Jumper Reginald Morton and the Defendants' et al. s' IIED on Me from 6-1-13 to Present and Ongoing.

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL., 2013-CP-43-1808

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1. That First: I am disable and live alone @: 332 Myrtle Beach Hwy in Sumter-County SC. 29153; and that my claim for the specific IIED damages--arose out of Defendant Roy Rahal; the manager of Defendant Stop 'N' Save, d/b/a El Cheapo Plus #7; and the Agent of U-Haul; (hereafter Rahal /El Cheapo--the "Defendants"); getting together with, & renting a U-Haul Truck to, a third party, drug dealer and bail jumper--Reginald Morton, (hereinafter "Morton" or "Reginald Morton"), with no driver's license, and assisting him in forging father's name, (a fact that was lied about until 6-2-15), on the U-Haul truck rental documents, in a drug deal. That he--Reginald Morton, just fresh out of jail on bail, for having committed still another crime, then came; (because he was seething mad & looking for revenge, because I had the Honorable Judge Kristy F. Curtis, evict them for non-rent payment, and, for his drug dealing & illegal gun running, from the house I rented to them); came w/ his illegally rented U-Haul truck from Defendants--to move & intentionally, wantonly, w/ malice, & evil planning, etc. (high on marijuana pot / drugs, etc.) & inflicted on me the following severe IIED;
Manifesting itself into severe Physical Distress Also;

(TO INCLUDE EXTENT OF ALL DAMAGES: \$150,000.00 PROPERTY-HOUSE & \$25 up to \$100 MILLION SEVERE IIED et al. AS BEST STATED HEREIN IN SUMMARY FROM 6-1-13 TO PRESENT & ONGOING INTO FUTURE TO SHORTEN-ING LIFETIME--EXCLUDING ANY PUNITIVE DAMAGES)

2. That I screamed in horror & outrage from my house as I watch helplessly--drug dealer & bail jumper, Reginald Morton's atrocious conduct, as he intentionally and spitefully backed hard--his U-Haul truck into the porch end of my (rental house @ 334 Myrtle Bch Hwy Sumter-Co. So. Carolina 29153) repeatedly, obviously to do damage.

3. That I looked through my side window directly at him and the look on his face; my heart sink and skip at least a beat and flutter; I felt I was having a heart attack; my blood pressure shot up until I felt like someone had hit me in the back of the head with a big sludge hammer; my body started to ache all over; my joints started to hurt; it was a cruel--outrageously--paralyzing--feeling, that no one should ever be expected to suffer from conduct of another in a civilized community.

4. Because I was watching my whole life savings be ruined; my life flash before my eyes; if it was damages badly; how would I rent it to get my medication; I would die without it--all these kind of thoughts flashed through my head & my mind instantly; as I lost breath & struggled to breathe.

1.

ROA
p.1193

p.12
w / plaintiff's 6-17-15
notice to defendants

5. That thereafter somehow after collecting myself just enough to stand up & manage to hobble to and out of my front door over towards where Morton was; and I screamed in horror and outrage at his atrocious conduct for intentionally trying to tear up my rental house; saying—how did you get that truck? (knowing he had no driver's license); to which he—looking raven mad and high on marijuana pot / drugs, etc., answered by swiping his hand across his nose; sniffing it to indicate, he got it in a drug deal & (he) saying—it'll get you what you want—in a spiteful manner to me;

6. I had already seen his conduct was very extreme, outrageous, reckless, intentional, malicious, vengeful and egregious, willful, and wanton, etc., with the obvious intent to do maximum harm; (for revenge for having evicted them); by intentionally inflicting extreme & severe (*i.e. substantial & enduring*) emotional & physical distress harm on me by tearing up my rental house----(because he knew from my past telling him so when I went for his always late rent money)—that I was disable & depended on that house rent for supplemental income to pay for must have survival medications, etc.

7. Therefore, Reginald Morton knew I was peculiarly susceptible to his outrageous and atrocious conduct of intentionally damaging my house & was certain or substantially certain that extreme and severe emotional & physical distress, (and possibly-eventual-death), would be the end result from his prior knowledge of my situation—the reason he targeted my rental house—because he intended & knew the end result. He obviously didn't have to be a genius or sober to figure that one out!

8. Thereafter, I could not eat, I lost my appetite on and off for days into weeks; I lost weight; and I had and still have nightmares, on and off all the time, of looking at the whole recreation, in my dreams, and my waking up, screaming, and hollering in horror, and outrage, at Reginald Morton.

9. That then or since—among other things; I suffer-serious-severe-constant & extreme: ulcers; headaches; emotional injury causing forgetfulness ect.; having visits of hurt self-thoughts; bouts of depression; fright; nervousness; grief; anxiety; worry; mortification; shock; indignity; foreboding, inconvenience, mental anguish; health loss; credit loss; humiliation; apprehension; fatigue; isolation; gastro problems; comprehensive IIED manifesting in physical injury; nausea; migraines; degradation; crying; uncertainty; spiteful litigation; joints disfigurements; lack of dental care; lack health care; knots; mobility impairment; as well as physical pains, et al. etc. & otherwise my life was materially & severely disrupted in many ways, (especially by this spiteful litigation, etc.), all caused by the actions of drug dealer & bail jumper Reginald Morton & Defendants' said conduct, & its continuing effect on me—my life & its quality; (look at the *intensity & duration* of said conduct on my life & its quality from 6-1-13 to now re attachments).

10. That Reginald Morton's outrageous, and atrocious conduct, and the results inflicted on me is the kind of thing that no human being should ever have to suffer, even in an uncivilized community.

11. That after the initial horror of drug dealer & bail jumper Reginald Morton's outrageous conduct, I continued to progressively get worse, with Dr. visits, until Morton's IIED eventually lead me to the Tuomey Regional Medical Center ER on 08-06-13 w/ persistent dizziness and falling spells, & continued on & off to Drs. & Hospital ERs since then—to last time 6-3-15; with all other medical treatments in between those dates & since then from a variety of other medical providers, together evidence by any attachments, but not limited thereto, culminating into now back cancer & heart failing.

12. That in between then 6-1-13 and now (present), the lack of being able to afford my must have timely medications with the rent money, (because the damage house leaking water when it rains 6-1-13 to now from Reginald Morton's outrageous conduct, have destroyed my rental house, by it rotting out to the foundation etc., thus no rental income), have led directly, between 6-1-13 to present, causing my medical conditions to worsen to now needing many different surgeries, etc.

13. That the same outrageous conduct of drug dealer & bail jumper Reginald Morton from 6-1-13 have directly caused and led my investment into my rental house being lost--total \$150,000.00; (receipts in the record--filed--date stamp: 2014 SEP 16 AM 9:14; & other detailed in 6-9-14 amended comp.).

14. That the said extreme & outrageous conduct of Reginald Morton from 6-1-13, (w/ it effect continuing all the way to the present), have directly led to extensive medical bills--filed date: 2015 JUN-1 PM 3:17; which effect and bills will continue into the future--shortening my live time-as it is obvious from all the: (a).medicals; & (b).photographs; (ON REQUEST--TO VOLUMINOUS FOR HERE-EXCEPT ANY HEREWITH).

15. That the said extreme & outrageous conduct of drug dealer and bail jumper Reginald Morton and its effects (was)(is)(are) so extreme and outrageous that such exceeds all possible bounds of decency and thus must be regarded as atrocious, and utterly intolerable in a civilized community; which the foregoing would cause the average community member to immediately react in outrage.

16. That no one can (truthfully or credibly) deny that the foregoing said extreme and outrageous conduct of drug dealer & bail jumper Reginald Morton: (a).did not caused me severe emotional and physical distress, or (2).that it was intentional, or (3).with continuing effect, or (4).that such foregoing emotional and physical distress suffered by me was so severe so that no reasonable person could be expected to endure it, or (5).the IIED was the intended or primary consequences of his conduct.

17. That obviously the said extreme & outrageous conduct of drug dealer & bail jumper Reginald Morton could not have been possible, but for, the illegal & outrageous conduct in para. #1 above of Defendants Roy Rahal / El Cheapo--(Hence: this vicarious suit against these Defendants).

(18).RE: THE IIED BY REGINALD MORTON, AS SHOWN ABOVE, DEFENDANTS ROY RAHAL & EL CHEAPO see PARA. #1 ABOVE. NOT ONLY CONTINUED. BUT INTENSIFIED SAME &/OR LIKE KIND CONDUCT TO FURTHER THE IIED ON ME AS FOLLOWS:

19. That essentially I later notified them (& U-Haul) of drug dealer & bail jumper Reginald Morton's said above conduct and damages to that time, (& their illegal conduct that enabled it--see--para. #1), and my demanding compensation for damages to that time, from them (promptly) to mitigate any further damages & their response (conduct) was one of no less outrageous, shocking & horrifying; (not 1 brown penny, essentially saying that all the foregoing above notwithstanding, they didn't care, they were not going to pay one brown penny & there was nothing I could do about it: then suit was filed on 10-9-13 to show what could be done about it, & amended 6-9-14 to present form).

20. That from that date to the present here—their cumulative conduct (that began in para. #1 above) & (continued on to their unjust and odious refusal to compensate me in a just and timely manner so that all my present damages could be mitigated, including most importantly to my health, is sure tantamount to intentional torture on me by their intentional tortious conduct—nothing short of it) & have been no less heinous, malicious, egregious, outrageous, intentional, spiteful, abusive etc. et al; and have caused no less IIED damages than that of the drug dealer and bail jumper Reginald Morton that they rented their U-Haul truck to—illegally in 1st place—as stated in para. #1 above—onward to below.

21. That their basic attitude have been just as vindictive, as that of their license less drug dealer & bail jumper Reginald Morton; but for different reasons; they were more than just a little incensed (ALL BECAUSE I DARED SUE THEM; YOU SUE US—THE U-HAUL PEOPLE—AS ONE PUT IT, i.e., THEIR ATTITUDE).

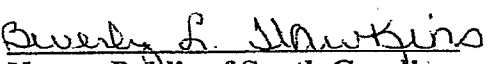
22. That Defendants continuously, (had & held the mountain top view looking down), in that they continuously asked for my medical documentations, etc. to prove my case, and then turn around, & used that information to know my exact financial—especially health—vulnerabilities & susceptibilities & use that information to outrageously further cause & inflict more severe, (i.e. substantial & enduring), maximum & supreme emotional and physical distress upon me, to the point of inducing my now, CANCEROUS CONDITIONS IN CENTER BACK & FAILING HEART CONDITIONS. (by withholding just compensation for heretofore said damages), to wrongfully, evil, and outrageously punish me, for justifiable suing them for the same stated above just damages that they heinously refused rightful payment to me for, after repeated & constant in essence begging them for—from before 10-9-13, all the way up to now, & ALL TO NO AVAIL TO THIS DATE; & TO MY EVERY OUT STRETCHED HAND. IT WAS SLAPPED W/ MORE LITIGATION!

FURTHER AFFAINT SAYS NOT
(HEREIN)


CHARLES TAYLOR

SWORN TO BEFORE ME THIS

15th /TH DAY OF JUNE 2015


Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017

PLAINTIFF CHARLES TAYLOR'S SUPPLEMENTAL TESTIMONY AFFIDAVIT

(1.on personal knowledge, 2.w/admissible trial facts-evidence, 3.is competent)

RE: PLAINTIFF'S RECENT ANEMIC DIAGNOSIS

IN THE CASE OF CHARLES TAYLOR v. U-HAUL, ET AL.; 2013-CP-43-1808

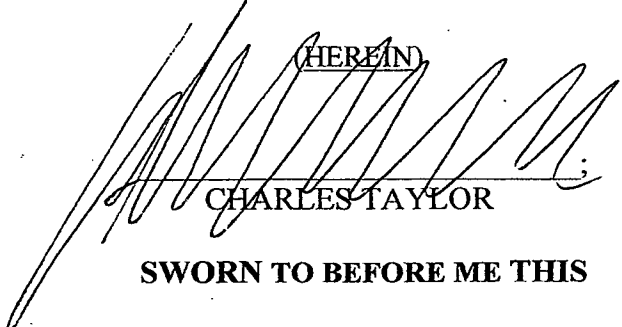
RECORDED
2015 SEP 25
AM 9:31
JAMES CHARBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Personally, appeared before me, having been duly sworn, Charles Taylor, deposes and says:

1. That re my recent anemic diagnosis, means no surgeries, lest I now risk bleeding to death, which means that I will likely have to suffer in my present conditions for the rest of--what is sure now to be an even shorter life--all brought on due to Defendants' actions-conduct-with Reginald Morton's, etc.

FURTHER AFFAINT SAYS NOT

(HEREIN)


CHARLES TAYLOR

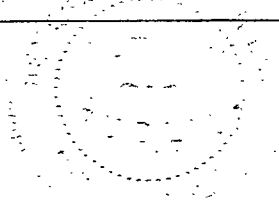
SWORN TO BEFORE ME THIS

30 /TH DAY OF JULY 2015

Beverly J. Jenkins
Notary Public of South Carolina

MY COMMISSION EXPIRES

ON: My commission Expires April 19, 2017



CERTIFIED TRUE COPY
OF ORIGINAL FILED
Sharon H. Dussel
DEPUTY CLERK OF COURT
SUMTER COUNTY
SOUTH CAROLINA

ROA
p.1197

p.17
w/ plaintiff's 9-25-15 final
dispositive brief for Oct. 14, 2015
dispositive hearing.

Current Plans:

- Restarted Indomethacin 50MG, 1 capsule Capsule 3 times a day as needed with food, #90, 30 days starting 07/24/2015, No Refill.

Future Labs:

- 10/15/2015: URIC ACID* (84550) Routine one time ()

Case No: 2013-CP-43-1808

HTN (hypertension)

Today's Impression: Well-controlled on current regimen. Will continue for now.

Denies symptoms of severe hypertension or hypotensive episodes. Patient was instructed to call clinic or go to the ED with any symptoms of severe hypertension such as headache, nausea/vomiting, changes in vision, chest pain, shortness of breath, any weakness, numbness, dizziness, gait disturbances, alteration in mental status, or any symptoms of hypotension, such as lightheadedness, syncope, or any other symptoms concerning to the patient.

Patient was also reminded on importance of maintaining a healthy lifestyle with proper diet (low sodium/salt diet) and exercise (at least 30-45 mins, 3-4 times a week).

Current Plans:

- Patient Education: Salt in the Diet: hypertension

Future Labs:

- 10/15/2015: CBC* (85025) Routine one time ()
- 10/15/2015: CMP* (80053) Routine one time ()
- 10/15/2015: LIPID PROFILE* (80061) Routine one time ()

Anemia

Today's Impression: Unclear etiology. For anemia work up.

No fatigue, chest pain, palpitations, melena, hematochezia, hematuria, lightheadedness or syncope.

Patient was instructed to call clinic or go to the emergency department if with chest pain, shortness of breath, lightheadedness, syncope, severe generalized weakness, severe pain, any form of bleeding, any black stools, high grade fever or chills, or any other symptoms concerning to the patient.

Current Plans:

Chronic, continuous use of opioids

Today's Impression: For DDD. Instructed to take medications only as prescribed, to get it only from one pharmacy, not to get it from any other providers, and to report any adverse reactions from the medication as discussed. Risks, alternatives and benefits of these medications were discussed at length with the patient and he is fully aware.

-pain contract signed and discussed 5/15/15

-DHEC query no. 3674060

Current Plans:

Encounter for prostate cancer screening

Current Plans:

Future Labs:

- 10/15/2015: PSA* (84153) Routine one time ()


Joseph Villanueva MD

p.18
w/ plaintiff's 9-25-15 final
dispositive brief for Oct. 14, 2015
dispositive hearing.

ROA

p.1198

Re: This Page

**see: Plaintiff's 9-25-15 memo p.20
& 10-6-15 @ hearing memo p.3 botm.
& re 6-9-14 amended complaint
esp. p.4-5 para. 28, 29--et al. etc. in it.**


**RE: LATEST CANCEROUS
BACK
OOZING!**



RE: RECENT UNDER ARM
TUMOR

Re: This Page

**see: Plaintiff's 9-25-15 memo p.20
& 10-6-15 @ hearing memo p.3 botm.
& re 6-9-14 amended complaint
esp. p.4-5 para. 28, 29-et al. etc. in it.**



**RE: RECENT 9-29-15 UNDER
ARM TUMOR EMERGENCY
SURGERY**

Re: This Page

**see: Plaintiff's 9-25-15 memo p.20
& 10-6-15 @ hearing memo p.3 botm.
& re 6-9-14 amended complaint
esp. p.4-5 para. 28, 29-et al. etc. in it.**

June 22, 2015

To: All Attorneys
Below on Bottom

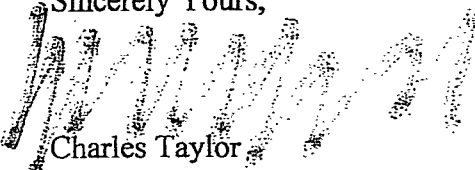
From: Charles Taylor
332 Myrtle Bch Hwy
Sumter, S. C. 29153

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

Dear Sir/Madam:

This letter is to ask that you take a closer look at your Defendants Roy Rahal of Middle East Jordan/Syrian/Palestinian, and Zaher Mohammad—the owner of Stop “N” Save, Inc., d/b/a El Cheapo Plus; and their families and all their Middle Eastern connections, as it preliminarily appears, that they are not who they appears to be. I will want to question them further, in deposition as to their drug connections etc; to be sure, before I go to the authorities at Homeland Security, as I believe US. Federal Law requires of me—if I see/know something; to say something.

Sincerely Yours,



Charles Taylor
Plaintiff;

Cc: Defendants' Counsels:

Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

June 30, 2015

The Honorable Jeh Johnson
Secretary of Homeland Security
Washington, D.C. 20528

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

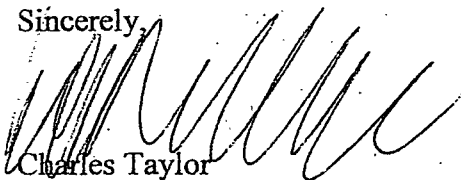
RE: SUSPICION OF POSSIBLE SLEEPER TERRORISM AGENTS-FAMILIES-ETC.

Dear Sir:

Because I have the address above, this letter is directed there and I trust that it will be forwarded to the proper contact person who may look into such matters as can easily be, gleaned, from the enclosed document. With a reply from a contact person I will further & more specifically detail the matter, after receiving the ordered deposition transcript that is being waited on re date above.

That this was prompted by the campaign that: *If you see-know something-to-say something.*

Sincerely,



Charles Taylor
w/1 10 p. Document

June 8, 2015

To: All Attorneys
Below on Bottom

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

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

Dear Sir/Madam:

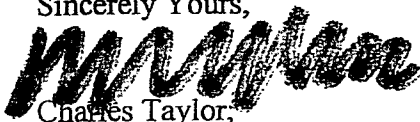
I've not yet obtain a copy of Defendant Roy Rahal's transcript and video deposition; but maybe you have; and thus can confirm for yourselves what I alluded to in my June 2, 2015 letter to you.

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

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

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

Sincerely Yours,



Charles Taylor,
Plaintiff;

Cc: Defendants' Counsels:

Gallivant, White, and Boyd, P. A., P. O. Box 7368 Columbia, S. C., 29202 Gray T. Culbreath, and James E Brogdon, III., Esqs.; & (pro hac vice, Mr. Randy J. Soriano, Esq., of Bryan Cave, LLP., 211 North Broadway, Suite 3600, St. Louis, Mo. 63102) & (pro hac vice, Mrs. Julia L. Fenwick, Esq., of Bryan Cave, LLP., One Atlantic Center, 4th Floor, 1201 W. Peachtree St. NW., Atlanta, Ga. 30309)

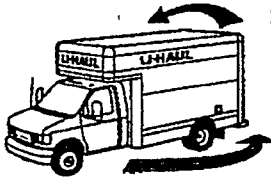
ROA
p.1204

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

START WITH #1. INCOMING CUSTOMER'S EVALUATION ON REVERSE SIDE OF TAG.

EQUIPMENT NO. TM 1-1-1

2. CHECK-IN CONDITION CENTER/DEALER DISPATCH COPY



2a. CHECK REAR LIGHTS:

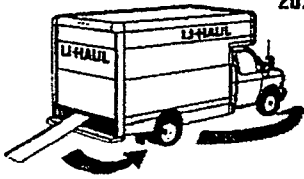
- Tail/Running
- Turn (Left/Right)
- Brakes
- Reverse
- License
- Dome

2b. SRI RETURNED:

UD FD

KO# _____

PO QUANTITY _____



2c. SEALS BROKEN?

Pads Yes No

UD Yes No

2d. CHECK FRONT LIGHTS:

- Running
- Turn (Left/Right)
- Headlights (Bright/Dim)

CAB/BOX CLEAN
RETURN CLEAN
OR PAY FEE CUST. INITIAL

NO NEW DAMAGE NEW DAMAGE DESCRIBE: _____

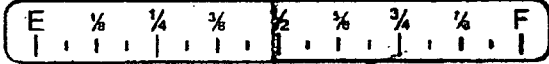
DESCRIBE DAMAGE : _____

3. VERIFY EQUIPMENT INFORMATION:

ODOMETER: 27163

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACT

MARK FUEL GAUGE AT CHECK-IN:



Interior / Cargo Cab Dirty (\$25 Minimum Charge) Clean (No Charge)

156699694

9. CUSTOMER ACCEPTS RESPONSIBILITY FOR DAMAGE

Chris M. Wickes
SAFEMOVE® CUSTOMER SIGNATURE

I CERTIFY THE ABOVE INFORMATION TO BE COMPLETE AND CORRECT.

10. DISPATCHING SIGNATURE _____ DEALER/CENTER NO. 5

RECEIVING CUSTOMER SERVICE-REP SIGNATURE _____ DEALER/CENTER NO. _____ DATE _____

TRUCK MUST BE RETURNED WITH SAME FUEL GAUGE READING AS INDICATED ON RENTAL CONTRACT OR PAY FUEL CHARGES AND SERVICE FEE AS SHOWN AND AGREED TO ON THE RENTAL CONTRACT.

8. ▼ DETACH HERE WHEN READY ▼

ROA
p.1205



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

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

January 8, 2014

The Honorable W. Jeffrey Young
Chief Administrative Judge
Third Judicial District
215 N. Harvin Street
Sumter, SC 29150

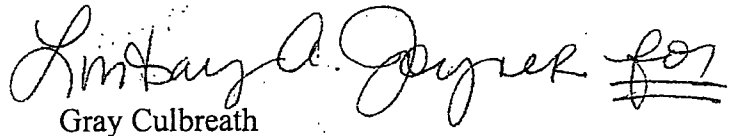
Re: Charles Taylor v. U-Haul Corporation, et al.
Civil Action No.: 2013-CP-43-1808

Dear Judge Young:

Enclosed please find a Substitution of Counsel substituting Gray Thomas Culbreath, Esquire of the law firm Gallivan, White & Boyd, P.A., as attorney for Defendants U-Haul Co. of South Carolina, Inc. and Stop 'N' Save, Inc. d/b/a El Cheapo Plus #7, in place of John F. Kuppens, Esquire of the law firm of Nelson Mullins Riley & Scarborough, LLP. If this order meets with your approval, please sign the order and return it to me so that I may file it with the Clerk of Court.

Thank you for your attention to this matter.

Sincerely,


Gray Culbreath

GTC/lla
Enclosures

Cc: John Kuppens, Esq.
Charles Taylor

ROA
p.1207

P. 14

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

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

Appellate Case No: 2015-002481

Charles Taylor,.....Appellant

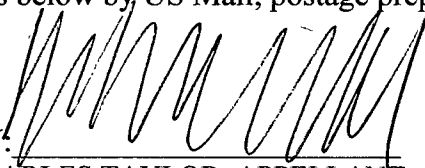
v.

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

PROOF OF SERVICE

Appellant certifies that he served a (3 volume copy) of the Amended Record on Appeal to Respondents' counsel on the date below at his address below by US Mail, postage prepaid.

May 13, 2016

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

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

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

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

Appellate Case No: 2015-002481

RECEIVED
JUN 08 2016
SC Court of Appeals

Charles Taylor,.....Appellant

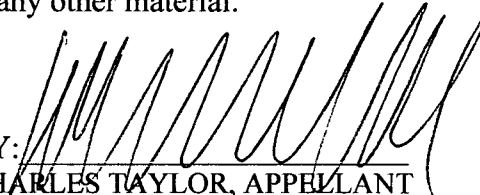
v.

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

CERTIFICATE OF APPELLANT

I certify that the Amended Record on Appeal contains all material designations proposed to be included by any party and not any other material.

May 13, 2016

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

Defendants' Counsels of Record:
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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

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

Appellate Case No: 2015-002481

RECEIVED
JUN 08 2016
SC Court of Appeals

Charles Taylor,.....Appellant


v.

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

PROOF OF FILING

Appellant certifies that he filed 15, (3 volume per), copy-s of the Amended Record on Appeal (1 unbound original & 14 bound copies=15 total) to this court on date below by hand delivery. A copy of this proof of filing was serve to lead counsel listed below at his address listed below.

June 8, 2016

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

Defendants' Counsels of Record:
Lead-Gray T. Culbreath, Esq.,
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