

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

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

RECEIVED
NOV 14 2016
SC Court of Appeals

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

v.

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

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

v.

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

RECORD ON APPEAL

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

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

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2012CP4500471

CERTIFIED TRUE COPY
Sharon W. Stagers
SHARON W. STAGERS
CLERK OF COURT
WILLIAMSBURG COUNTY

Gaddy Oil Inc vs. George Sr Rishmawi AKA

FILED DEC 11 PM 12:18

CHECK ONE:

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy: ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other: _____

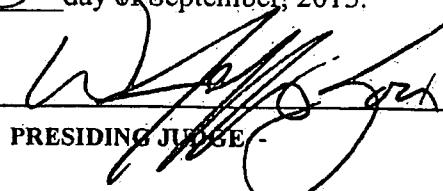
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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

Verdict For the Plaintiff \$34,220.82

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

Court Reporter:


PRESIDING JUDGE

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

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

Mary Amanda Harrelson Shuler PO Box 980
Kingtree, SC 29556

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

Gaddy Oil Inc.

Vs.

George Rishmawi, Sr. a/k/a Issa G.

Rishmawi, George Rishmawi, Jr., a/k/a

George Issa Rishmawi, individually, and

both trading as G & S Transports LLC,

and Dollar and More, Inc., G & S

Transports, LLC and Dollar and More, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRD JUDICIAL CIRCUIT

12 CP45 47 1

SUMMONS AND NOTICE

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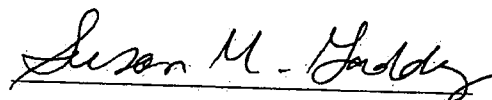
12 SEP -5 PM 12:41

CAROLYN E. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

TO: The Defendants-above named:

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

August 29, 2012



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

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

Gaddy Oil Inc.,

Plaintiff,

Vs.

George Rishmawi, Sr., a/k/a Issa G.

Rishmawi, George Rishmawi, Jr., a/k/a

George Issa Rishmawi, individually,

and both trading as G & S Transports.LLC,

and Dollar and More, Inc. , G & S

Transports, LLC and Dollar and More, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS

THIRD JUDICIAL CIRCUIT

12 CP45 47 1

COMPLAINT

(Non-Jury)

(Liquidated Damages)

(Quantum Meruit – Unjust enrichment)

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CAROLYN F WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

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

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

5. Upon information and belief, Defendant George Rishmawi, Jr. is also known as George Issa Rishmawi. He is a citizen and resident of Florence County, State of South Carolina.
6. Upon information and belief, Defendants George Rishmawi, Sr. and George Rishmawi, Jr. control G & S Transports LLC and Dollar and More Inc.. These businesses are alter egos of the individuals who trade under the names G & S Transports LLC and Dollar and More Inc.
7. Both Rishmawis had dealings with Gaddy Oil Inc. and are known to the plaintiff as father and son "George Sr" and "George Jr."
8. Gaddy Oil Inc. has an open line of credit with a petroleum product vendor known as TransMontaigne Product Services Inc. "TransMontaigne"
9. Beginning in October 2010, Gaddy Oil Inc. entered into a verbal agreement with George Rishmawi, Sr. whereby Rishmawi used the credit of Gaddy Oil Inc. to pick up gasoline products from terminals in North Augusta, Georgia. At various times Gaddy Oil Inc. dealt with George Rishmawi, Jr. to discuss the gasoline purchases on Gaddy Oil Inc. credit for resale at retail convenience stores that the Rishmawis control and own under the business name "Dollar and More Inc." in various places in South Carolina such as the "Coward Truck Stop" in Coward, "Betty's Quick Stop" in Hemingway, "George's Truck Stop and Restaurant" in Kingstree, and "Little Fisher" on Highway 378 near Lake City.
10. The parties conducted business under this agreement from October 2010 until July 2012.
11. The agreement between Gaddy Oil Inc. and the Rishmawis was that the Rishmawis would send a truck to pick up gasoline at two terminals in North Augusta, Georgia where Gaddy Oil Inc. had credit with TransMontaigne. TransMontaigne would fax an invoice to the Rishmawis that indicated an amount and payment due date for electronic debit from

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

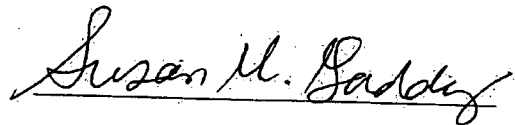
12. Under the agreement between Gaddy Oil Inc. and the Rishmawis, no more than four truckloads of fuel could be loaded per month from the suppliers in North Augusta.
13. The Rishmawis resell the gasoline purchased with the credit of Gaddy Oil Inc. to the public through several retail convenience stores that are titled in the name Dollar and More, Inc. throughout the Pee Dee of South Carolina as specified above.
14. On June 29, 2012, the Rishmawis sent a truck to pick up gasoline products at two terminals in North Augusta, Georgia with a driver named Richard Thornhill. The Bills of Lading for the June 29 purchases are from two terminals: Kinder Morgan Southeast Terminals LLC (**Exhibit A p. 1**) and Magellan Terminal Holdings, LP (**Exhibit A p.2-3**). These Bills of Lading indicate that the carrier is G & S Transports LLC for fuel sold to Gaddy Oil Inc.
15. TransMontaigne issued three (3) invoices for the June 29 fuel purchases to Gaddy Oil Inc. (**Exhibit B pp.1-3**) TransMontaigne issued its EFT Draft Notice to Gaddy Oil Inc. on July 5, 2012 for an ACH Draft Date of July 9, 2012 in the amount of \$32,248.42. (**Exhibit B p.4**).
16. Gaddy Oil Inc. has sustained liquidated damages in the amount of \$32,248.42 as a result of Rishmawi's refusal to pay Gaddy Oil Inc. for the 12,000 gallons of gasoline products.

17. A printout of transactions at The Citizens Bank for Gaddy Oil Inc. from June 1, 2012 to July 20, 2012 (**Exhibit C**) indicates the recent history and custom between the parties. The bank printout documents the TransMontaigne debits along with deposits made for amounts that exceed the TransMontaigne debits (the cost of the "Gaddy Oil credit" to Rishmawi). The printout shows matching dates for deposits and TransMontaigne debits on June 8, June 12, June 28, July 5, and July 6. The July 9 deposit for \$32,000 represents a loan that Gaddy Oil Inc. received from The Citizens Bank to cover the TransMontaigne debit for \$32,248.42 that Rishmawi has refused and failed to pay.
18. Andrew Gaddy has incurred a personal debt on behalf of Gaddy Oil Inc. at The Citizens Bank to pay the three June 29, 2012 Transmontaigne invoices (**Exhibit C**). A copy of the Note (**Exhibit D**) of Andrew Gaddy to The Citizens Bank dated July 9, 2012 in the original amount of \$32,040.00 is attached. The cost of the interest for this Note is part of the actual damages that Andrew Gaddy has sustained on behalf of Gaddy Oil in the amount of \$1922.40 because of the Rishmawis' unjust enrichment and refusal to pay for the June 29 purchases of fuel.
19. The Rishmawis have personally profited from the re-sale of 12,000 gallons of fuel purchased on the Gaddy Oil Inc. credit with TransMontaigne through resale to the public at their retail convenience stores. They have been unjustly enriched.
20. The use of Gaddy Oil Inc.'s credit account with TransMontaigne conferred a benefit upon Dollar and More Inc., G & S Transports, LLC and the Rishmawis individually.
21. All of the Defendants have realized that benefit by refusing to pay for the fuel that they have resold to the public at their retail convenience stores throughout the Pee Dee region of South Carolina.

22. The Defendants' refusal to pay Gaddy Oil Inc. for the 12,000 gallons of fuel that G & S Transports picked up on June 29, 2012 and which cost Gaddy Oil Inc. \$32,248.42 constitute an unjust enrichment because they have retained the benefit of the fuel's value and personally profited from its resale to the general public during July 2012.
23. Gaddy Oil Inc. has sustained actual damages for \$32,248.42 plus \$50 plus \$1922.40 or \$34,220.82.

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

August 29, 2012



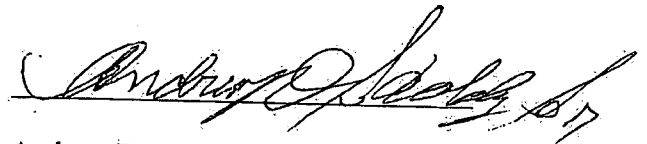
Susan M. Gaddy (SC Bar # 65481)
The Gaddy Law Firm LLC
260 W. Coleman Blvd, Suite B
Mt Pleasant, SC 29464
Tel (843) 388-7062
Fax (843) 971-9966
SGaddy@sgfirm.com

STATE OF SOUTH CAROLINA)

) VERIFICATION

COUNTY OF FLORENCE)

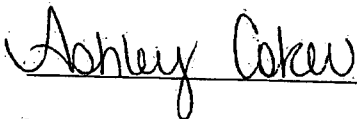
PERSONALLY APPEARED before me Andrew D. Gaddy, Sr, who after being duly sworn states that he is President of Gaddy Oil Inc.; that he has read the Complaint and finds the allegations to be true and correct to the best of his information and belief.



Andrew D. Gaddy, Sr.

SWORN to before me this

24th day of August 2012.



Notary Public for South Carolina

My Commission Expires: 03/26/2018

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

NON-NEGOTIABLE / BILL OF LADING

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

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

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

GASOLINE ADDITIZED TO MEET EPA DETERGENT ADDITIVE REQUIREMENTS.

THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.

SIGN
HERE

DATE

Richard Thornhill

KINDER MORGAN
SOUTHEAST TERMINALS LLC

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

RECEIVED QUANTITIES IN GOOD ORDER

SIGN
HERE

DATE

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

HAZARD INFORMATION

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

Hazard Description

NA1993, DIESEL FUEL, 3, PG III

Gross Gallons

3,000

FINISHED PRODUCT SUMMARY

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

PRODUCT NOTES

UNDYED ULTRA LOW SULFUR DIESEL

SEE NOTE 4 ON BACK OF BOL

DYED ULTRA LOW SULFUR DIESEL

SEE NOTE 5 ON BACK OF BOL

PRODUCT COMPONENTS

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

"SEE BACK FOR HAZARD WARNINGS AND PRODUCT NOTES"



TERMINAL
LOCATION: NORTH AUGUSTA

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

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

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

EPA#

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

DEST CODE: 815

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

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

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

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

NOT - NEGOTIABLE





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

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

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

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321298	2040	448D98	GASOHOL 87 ETHANOL 10% SOJC COOPERATIVE FEE ST GAS TAX OIL SPILL-10% ETHANO INSPECTION FEES PET GASOHOL 10% PET LUST TAX	G & S TRANSPORTS	5000.00	4923.00 4923.00 4923.00 4923.00 4923.00 4923.00	2.310890 .160000 .001714 .007500 .183000 .001000	11,376.51 4.92 787.68 8.44 36.92 900.91 4.92
				GASOHOL 87 ETHANOL 10% This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RINS Transferred. Your bank account will be drafted on 09 Jul 2012 for product discount, and non-deferred taxes -or- drafted on next regular banking day by A.C.B.					\$13,120.30
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY. * EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 * * INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					
*Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law. Federal Identification						1 USD	TOTAL	13,120.30	

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

Federal Identification
84-1477374

'1 USD.

TOTAL

13,120.30

PLAINTIFFS
EXHIBIT
B-21

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

GADDY OIL INC
PO BOX 856
LAKE CITY, SC 29560

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

CUST. CONTRACT		INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN	INVOICE NUMBER	SA: 658364. R	09 Jul 2012
NET BASIS	60°F UOM GAL	CONTRACT	418770	ORIGINAL
PAYMENT TERMS	10 DAYS-EFT (S)			
POINT OF ORIGIN	17464 MAGELLAN N. AUGUSTA # 1 N. AUGUSTA, SC			
DESTINATION	SOUTH CAROLINA			
				68961/61865

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.#	DESCRIPTION	CARRIER	GROSS QTY.	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321297	2039	448D97	GASOHOL 87 ETHANOL 10% SOJC COOPERATIVE FEE ST GAS TAX OIL SPILL-10% ETHANO. INSPECTION FEES FET GASOHOL 10% FET LUST TAX GASOHOL 87 ETHANOL 10% This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RINS Transferred. Your bank account will be drafted on 09 Jul 2012 for product discount, and non-deferred taxes -or- drafted on next regular banking day by A.C.H. YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY. * EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 * * INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *	G & S TRANSPORTS	4000.00	3939.00	2.310890	9,102.60
									3.94
									630.24
									6.75
									29.54
									720.84
									3.94
									\$10,497.85
*Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner. Federal Identification							1 USD	TOTAL	10,497.85

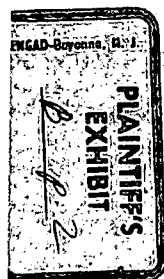
Seller assumes the liability for the motor vehicle fuel tax imposed by the State and shall remit same in a timely manner as provided by law.

Federal Identification
84-1477374

1 USD

TOTAL

10,497.85



TRANSMONTAIGNE

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

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

GADDY OIL INC
PO BOX 856
LAKE CITY, SC 29560

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

CUST. CONTRACT				INVOICE DATE	29 Jun 2012	DUE DATE
DELIVERY TERMS	FOB ORIGIN			INVOICE NUMBER	SA 656856 R	09 Jul 2012
NET BASIS	60°F	UOM	GAL	CONTRACT	418770	ORIGINAL
PAYMENT TERMS	10 DAYS-EFT (S)					
POINT OF ORIGIN	15764 KINDER MORGAN/NORTH AUGUSTA NORTH AUGUSTA, SC					
DESTINATION	SOUTH CAROLINA					
						68961/59192

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

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

Federal Identification
84-1477374



Transmontaigne

8662124636

Page 1 of 1

Fri Jul 13 2012 12:43:04 PM EDT



TO: GADDY OIL INC

ATTN:

FROM: TransMontaigne Product Services Inc. (TPSI)

SUBJ: GADDY OIL INC 68961 GADDY OIL INC

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

CUSTOMER NAME: GADDY OIL INC

CUSTOMER #: 68961

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

TOTAL DRAFT AMT: 32248.42

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

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

THANK YOU

32,248.42
32,298.42





THE CITIZENS BANK

View Transactions for: **GADDY OIL INC****Current Balance: \$25.45****Available Balance: \$25.45**

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

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

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

[Print Preview](#)

ANDREW D GADDY
106 BROCKWOOD DR
LAKE CITY SC 29560

THE CITIZENS BANK
PO BOX 1059
LAKE CITY, SC 29560

COPY

TEG/TEG
Loan Number 4040463
Date 07/09/12
Maturity Date 07/09/13
Loan Amount \$ 32,040.00
Renewal Of

BORROWER'S NAME AND ADDRESS

"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS

"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of

Thirty two thousand forty & no/100

Dollars \$ 32,040.00

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

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

Conditions: The conditions for future advances are _____

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

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

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

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

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

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

☐ **Frequency and Timing:** The rate on this note may change as often as _____.

A change in the interest rate will take effect _____.

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

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

☐ _____

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

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

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

PURPOSE: The purpose of this loan is _____.

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

ADDITIONAL TERMS:

6% interest = \$1922.40



STATE OF SOUTH CAROLINA

COUNTY OF Williamsburg

Gaddy Oil Inc.

Plaintiff(s)

vs.

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

Defendant(s)

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

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

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

DOCKETING INFORMATION (Check all that apply)

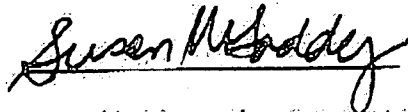
** If Action is Judgment/Settlement do not complete*

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

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☒ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199) quantum meruit	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20-CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) ☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)			

Submitting Party Signature:



Date: 9-4-12

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

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

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

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

) IN THE COURT OF COMMON PLEAS
) THIRD JUDICIAL CIRCUIT
)

Gaddy Oil Inc.,

2012-CP-45-471

PLAINTIFF,

VS.

George Rishmawi, Sr., aka Issa G.
Rishmawi, George Rishmawi, Jr.,
aka George Issa Rishmawi,
individually, and both tradings as
G & S Transports, LLC and Dollar
and More, Inc.,

DEFENDANT.

SUMMONS FOR
COUNTERCLAIM

(Jury Trial Demanded)

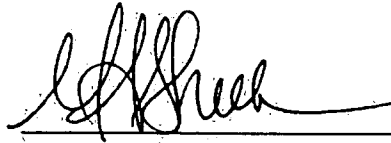
FILED
12 OCT 19 PM 4:28
CATOLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

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

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

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

2012.



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

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

Gaddy Oil Inc.,

VS.

ANSWER AND COUNTERCLAIM

DEFENDANT.

FILED
12 OCT 19 PM 4: 29
CAROLYN F. WILLIAMS
CLERK OF COURT
KINGSTREE, S.C.

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

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

AS FOR A SECOND DEFENSE
(Statue of Frauds)

7. Each and every allegation contained herein is reiterated as if restated verbatim.
8. The claim is barred by the State of Frauds. According to South Carolina Code Ann. Section 32-3-10, any obligation that cannot be fulfilled in one year must be writing. There is no writing to memorialize any alleged agreement for the payment of gas.

AS FOR A THIRD DEFENSE
(Unclean Hands)

9. Each and every allegation contained herein is reiterated as if restated verbatim.
10. The Plaintiff's inequitable conduct constitutes unclean hands and therefore bars the granting of any relief to any claim herein.

AS FOR A FOURTH DEFENSE
(Motion to Dismiss)

11. Each and every allegation contained herein is reiterated as if restated verbatim.
12. The Complaint fails to set forth sufficient facts to constitute a cause of action, and the claims should be dismissed pursuant to Rule 12(b)(6) SCRPC.

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

13. Each and every allegation contained herein is reiterated as if restated verbatim.
14. On or about March 2009, Issa George Rishmawi assisted Gaddy Oil, Inc. (Gaddy) in selling a gas station located in Lake City, South Carolina. Mr. Rishmawi located a buyer for the business and put the buyer in contact with Gaddy.
15. The gas station business in Lake City needed some repairs and improvements to make the station marketable. Mr. Rishmawi provided the funds to make the repairs in the amount of Fifty Thousand (\$50,000.00) dollars. Primarily due to the repairs made by Mr. Rishmawi, Gaddy was able to sell the gas station.
16. Gaddy agreed to reimburse Issa George Rishmawi the sum of Fifty Thousand (\$50,000.00) dollars for the repairs.
17. Gaddy and Issa George Rishmawi agreed to finance the Fifty Thousand (\$50,000.00) dollar obligation by Gaddy paying Five Hundred (\$500.00) dollars per month plus interest for a total of approximately Five Hundred Eighteen (\$518.00) Dollars.
18. That Gaddy sold the business. Over the past three years, Gaddy has paid Issa George Rishmawi Five Hundred Eighteen (\$518.00) dollars per month towards this Fifty Thousand (\$50,000.00) dollar obligation.

19. Gaddy Oil refuses to honor its obligation to Issa George Rishmawi and has made no payments since July 2012. The current balance owed on the obligation is in excess of Thirty Five Thousand (\$35,000.00) Dollars.
20. That as a result of the breach of contract, Issa George Rishmawi has been damaged in an amount to be determined by a jury.

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

21. Each and every allegation contained herein is reiterated as if restated verbatim.
22. That due to the actions of Issa George Rishmawi, Gaddy was able to sell the gas station for Five Hundred Thousand (\$500,000.00) dollars.
23. That Gaddy's property was improved with repairs in the amount of Fifty Thousand (\$50,000.00) Dollars. Gaddy has benefitted from Issa George Rishmawi's funds.
24. Based upon the circumstances, it would be unjust to allow Gaddy to continue to benefit from the sale without fulfilling the obligation to repay Issa George Rishmawi.
25. Issa George Rishmawi has been damaged in an amount to be determined by a jury.

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

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

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

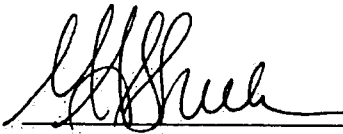
28. That Issa George Rishmawi relied on Gaddy's promise to repay him, and it was expected and foreseeable by Gaddy that he would rely on the promise.

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

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

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

March 18, 2011
Kingstree, South Carolina


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

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

2012-CP-45-471

Gaddy Oil Inc.,

PLAINTIFF,

VS.

SUMMONS FOR AMENDED
ANSWER AND COUNTERCLAIM
AND CROSS-COMPLAINT

George Rishmawi, Sr., aka Issa G.
Rishmawi, George Rishmawi, J
aka George Issa Rishmawi,
individually, and both tradings as
G & S Transports, LLC and Dollar
and More, Inc.,

DEFENDANT.

Issa George Rishmawi,

CROSS PLAINTIFF,

VS.

Andrew Gaddy and Gaddy Rentals,
LLC.,

CROSS DEFENDANTS.

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

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

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

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

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

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



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

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

) IN THE COURT OF COMMON PLEAS
) THIRD JUDICIAL CIRCUIT
)

2012-CP-45-471

Gaddy Oil Inc.,

PLAINTIFF,

VS.

FIRST AMENDED
ANSWER AND COUNTERCLAIM
AND CROSS-COMPLAINT

George Rishmawi, Sr., aka Issa G.
Rishmawi, George Rishmawi, J
aka George Issa Rishmawi,
individually, and both tradings as
G & S Transports, LLC and Dollar
and More, Inc.,

DEFENDANT.

Issa George Rishmawi,

CROSS PLAINTIFF,

VS.

Andrew Gaddy and Gaddy Rentals,
LLC.,

CROSS DEFENDANTS.

FILED
2014 FEB 27 PM 3:06
WILLIAMSBURG
CLERK OF COURT
JAMES H. HARRIS, JR.

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

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

4. The Defendants deny the allegations contained in Paragraph 4 as Issa George Rishmawi is not a Senior.
5. The allegations contained in Paragraph 7 are admitted in that Issa George Rishmawi had various dealings with Gaddy Oil, Inc. over the years but denied in that he is George Sr.
6. Upon information and belief the allegations contained in Paragraph 8 are admitted.

AS FOR A SECOND DEFENSE
(Statue of Frauds)

7. Each and every allegation contained herein is reiterated as if restated verbatim.
8. The claim is barred by the State of Frauds. According to South Carolina Code Ann. Section 32-3-10, any obligation that cannot be fulfilled in one year must be writing. There is no writing to memorialize any alleged agreement for the payment of gas.

AS FOR A THIRD DEFENSE
(Unclean Hands)

9. Each and every allegation contained herein is reiterated as if restated verbatim.
10. The Plaintiff's inequitable conduct constitutes unclean hands and therefore bars the granting of any relief to any claim herein.

AS FOR A FOURTH DEFENSE
(Motion to Dismiss)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AS FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

24. Each and every allegation contained herein is reiterated as if restated verbatim.
25. That, due to the actions of Issa George Rishmawi, Andrew Gaddy and Gaddy Rentals, LLC was able to sell the gas station for Five Hundred Thousand (\$500,000.00) dollars.
26. That Andrew Gaddy's or Gaddy Rentals, LLC's property was improved with repairs in the amount of Fifty Thousand (\$50,000.00) Dollars. Gaddy has benefitted from Issa George Rishmawi's funds and expertise.
27. Based upon the circumstances, it would be unjust to allow Andrew Gaddy and Gaddy Rentals to continue to benefit from the sale without fulfilling the obligation to repay Issa George Rishmawi.
28. Issa George Rishmawi has been damaged in an amount to be determined by a jury.

**AS FOR A THIRD CAUSE OF ACTION
(Promissory Estoppel)**

29. Each and every allegation contained herein is reiterated as if restated verbatim.
30. Andrew Gaddy and Gaddy Rentals promised to pay Issa George Rishmawi the sum of Fifty Thousand (\$50,000.00) Dollars if advanced the funds and used his expertise to repair to enable to sell Gaddy gas station in Lake City. That Issa George Rishmawi expended Fifty Thousand (\$50,000.00) dollars to repair the business in order to consummate the sale.

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

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

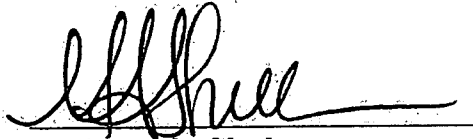
WHEREFORE, after having fully answered the complaint of the Plaintiff, the Defendants pray that

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

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

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

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

A handwritten signature in black ink, appearing to read 'M. Shuler', written over a horizontal line.

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

STATE OF SOUTH CAROLINA)
COUNTY OF WILLIAMSBURG)

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

Gaddy Oil, Inc.,)
Plaintiff,)

Civil Action No.: 2012-CP-45-0471

vs.)

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

**PLAINTIFF'S REPLY TO
THE FIRST AMENDED ANSWER
AND COUNTERCLAIM
AND**

Defendants.)

**ANSWER OF ANDREW GADDY
AND GADDY RENTALS, L.L.C. TO
TO CROSS-COMPLAINT OF ISSA
GEORGE RISHMAWI**

Issa George Rishmawi,)
Cross-Plaintiff,)

vs.)

Andrew Gaddy and Gaddy Rentals,)
L.L.C.,)

Cross-Defendants.)

A CERTIFIED TRUE COPY

Sharon W. Staggers

**SHARON W. STAGGERS
CLERK OF COURT
WILLIAMSBURG COUNTY**

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

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

AS A FIRST DEFENSE

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

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

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

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

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

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

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

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

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

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

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

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

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

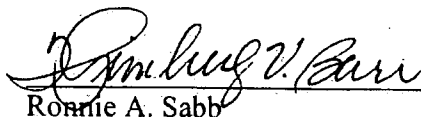
13. That the allegations contained in paragraph twenty-nine (29) do not require a further admission or denial.

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

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

- (a) An order dismissing the answer and cross-complaint;
- (b) An order granting to the plaintiff to relief requested in the complaint;
- (b) And for other and such relief as this Court deems necessary and proper.

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



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

July 31, 2014

Attorneys for the Plaintiff

STATE OF SOUTH CAROLINA)
)
COUNTY OF WILLIAMSBURG)

IN THE COURT OF COMMON PLEAS

THIRD JUDICIAL CIRCUIT

Gaddy Oil, Inc.,)
)
Plaintiff,)

Civil Action No.: 2012-CP-45-0471

vs.)

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

Defendants.)

**PLAINTIFF'S REPLY TO
THE FIRST AMENDED ANSWER
AND COUNTERCLAIM
AND**

**ANSWER OF ANDREW GADDY
AND GADDY RENTALS, L.L.C. TO
TO CROSS-COMPLAINT OF ISSA
GEORGE RISHMAWI**

Issa George Rishmawi,)
)
Cross-Plaintiff,)

vs.)

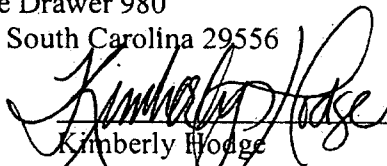
Andrew Gaddy and Gaddy Rentals,)
L.L.C.,)

Cross-Defendants.)

CERTIFICATE OF SERVICE BY MAIL

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

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



Kimberly Hodge
Legal Assistant

STATE OF SOUTH CAROLINA)
COUNTY OF WILLIAMSBURG)

COURT OF COMMON PLEAS

GADDY OIL, INC.)
PLAINTIFF,)

v.)

TRANSCRIPT OF RECORD
12-CP-45-0471

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

DEFENDANT.)

September 08, 2015
Kingstree, South Carolina

B E F O R E :

THE HONORABLE W. JEFFREY YOUNG, JUDGE;
AND JURY

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

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

M. AMANDA SHULER, ESQ.
Attorney for Defendant

FRANCES B. RAY, RPR
Circuit Court Reporter

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EXHIBITS

PLAINTIFF'S:

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

DEFENDANT'S:

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

COURT'S:

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

PW - A. GADDY - DIRECT

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

3 THE COURT: Plaintiff may call its first
4 witness.

5 MS. BARR: We call Mr. Andrew Gaddy.
6 WHEREUPON,

7 **ANDREW D. GADDY,**
8 having been duly sworn by the Clerk, testified
9 as follows:

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

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

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

16 THE COURT: You may.

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

19 THE COURT: All right, you may proceed.

20 MS. BARR: May it please the Court.

21 **DIRECT EXAMINATION**

22 BY MS. BARR:

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

24 A Andrew Dick Gaddy.

25 Q All right. And sir, introduce yourself to the

PW - A. GADDY - DIRECT

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

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

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

12 A I'm 82 years old.

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

15 A I'd been married 55 years.

16 Q And what's your wife's name?

17 A Eloise.

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

20 A Right, she died in 2012.

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

23 A We had three.

24 Q Okay.

25 A And we lost one, 20 months old.

PW - A. GADDY - DIRECT

1 Q Okay. So you have a son and a daughter now?

2 A Yes, I have a son teaching at Myrtle Beach High
3 School, and I have a daughter that's in Neptune
4 Beach, Florida.

5 Q Okay. Now you indicated to me that you purchased
6 the interest of your siblings in an oil company that
7 your father had run. What was the name of that oil
8 company?

9 A Well, he wound up with the name of CF Gaddy. Of
10 course, when he died that was all -- we changed the
11 name to Gaddy Oil Company.

12 Q Okay. And how long did you operate Gaddy Oil
13 Company?

14 A Well, I got out of the army in '59.

15 Q Okay.

16 A And he died in '62 and so I operate it since
17 then.

18 Q Okay, all right. And essentially tell us what
19 the business of Gaddy Oil is.

20 A Well ---

21 Q Or was, I suppose.

22 A Well, we deliver kerosene, fuel home heating oil
23 to homes in Lake City and surrounding areas. We
24 delivered kerosene and fuel oil for farmers for
25 tobacco curing. And so lubricants, motor oil,

PW - A. GADDY - DIRECT

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

PW - A. GADDY - DIRECT

1 Q How long have you known Mr. Rishmawi?

2 A For approximately six years.

3 Q Okay. And tell me what type of business
4 relationship did the two of you have.

5 A Well, we had a pretty good relationship. We had
6 a verbal contract that said that he would buy
7 gasoline in my name and my deal with TransMontaigne,
8 my understanding with them, that they, we had a
9 contract ---

10 Q You had a contract with TransMontaigne ---

11 A Had a contract.

12 Q Okay, what is TransMontaigne, tell the jurors
13 what that is.

14 A TransMontaigne is an oil company supplier just
15 like Exxon, Gulf and Texaco. They own terminals and
16 so we -- I had a contract with them. We'd pull out
17 of their terminal and they would draft on my account
18 in ten days.

19 Q Okay. Now how long had you had this contract
20 with TransMontaigne?

21 A I had it approximately 15 years.

22 Q All right. And so you had a line of credit with
23 them?

24 A Yes.

25 Q Fifteen years?

PW - A. GADDY - DIRECT

1 A Yeah.

2 Q Okay. And the terms of the contract would be
3 that -- lay those out for me again. What were the
4 terms of your contract with TransMontaigne?

5 A My terms of contract were I could buy, I had
6 permission to buy out of Savannah terminal and
7 Charlotte terminal, and then they, I also had
8 permission to assign for them to draft on my
9 checking account in ten days.

10 Q Okay. And you had a checking account with Gaddy
11 Oil, Inc.?

12 A Yes.

13 Q And what bank did you have your checking account?

14 A Well, it started out with Lake City State Bank
15 and then they sold and changed over to Citizen's
16 Bank in Lake City off of Olanta I guess.

17 Q Okay. Now did you ever tell Mr. Rishmawi that
18 you had a line of credit with TransMontaigne
19 terminal?

20 A I'm sure I did.

21 Q Okay, all right. So you told us about the
22 business arrangement that you had with
23 TransMontaigne. Tell us how that relates to
24 Mr. Rishmawi.

25 A Well, I agreed to sell him gasoline. He had

PW - A. GADDY - DIRECT

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

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

9 A Right.

10 Q Purchase fuel?

11 A Right.

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

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

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

21 A That's right.

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

25 A Right.

PW - A. GADDY - DIRECT

- 1 Q And he would pay you about fifty or so dollars
2 extra?
- 3 A Right.
- 4 Q And the extra that he paid to you, what was that
5 for? Why did he pay you extra?
- 6 A That's just my commission on him getting the
7 gasoline, using my line of credit.
- 8 Q That was the, that was for his benefit of using
9 your line of credit?
- 10 A Right.
- 11 Q All right. And how often was he permitted to go
12 and use your line of credit to purchase fuel?
- 13 A Well, I, had unlimited credit with
14 TransMontaigne.
- 15 Q Okay.
- 16 A As long as, my agreement talking to salesmen, as
17 long as you pay the bill in ten days you can get
18 whatever you want.
- 19 Q Okay, all right.
- 20 A But basically I had unlimited.
- 21 Q I got you. And do you remember the approximate
22 time frame in which Mr. Rishmawi first began using
23 your line of credit with TransMontaigne?
- 24 A No, I don't.
- 25 Q Okay. Would it help you to look at your bank

PW - A. GADDY - DIRECT

1 records?

2 A Probably.

3 Q Okay, all right. Now before I do this let me ask
4 you, you said that Mr. Rishmawi would send his
5 drivers to the terminal to pick up the fuel; is that
6 correct?

7 A That's correct.

8 Q What was the name of the company that
9 Mr. Rishmawi operated where he would send drivers to
10 the terminal to pick up the fuel?

11 A Well, he used sometimes George.

12 Q Say again?

13 A Sometimes he would use George Freight, G&S
14 Freight.

15 Q G&S Oil?

16 A I thought it was G&S Transport.

17 Q Okay.

18 A And that was about it.

19 Q Okay.

20 A He owns a store out there in Kingstree named
21 George's truck stop.

22 Q Where is that at?

23 A That's on the bypass from the Pepsi Cola plant
24 to 52.

25 Q Here in Williamsburg County?

FW - A. GADDY - DIRECT

- 1 A Here in Kingstree.
- 2 Q Do you know if he owned any other gas stations in
3 the Pee Dee?
- 4 A Well, he owns or has interest in George's Truck
5 Stop in Coward, South Carolina.
- 6 Q In where?
- 7 A Coward.
- 8 Q Coward, South Carolina, okay.
- 9 A And he owns a place, a truck convenience store on
10 378 that he calls Little Fisher.
- 11 Q Called Little Fisher.
- 12 A Little Fisher. It's close to Lynches River.
- 13 Q Okay.
- 14 A He owns a convenience store on 341.
- 15 Q 341 where?
- 16 A In Lake City.
- 17 Q Okay.
- 18 A It's about five miles out of Lake City.
- 19 Q Okay. Do you know what the name of that
20 convenience store is?
- 21 A I think it's 341 Store.
- 22 Q Okay, all right. And they're all convenience
23 stores?
- 24 A Yes.
- 25 Q They all have gas pumps where customers can come

PW - A. GADDY - DIRECT

1 and purchase fuel?

2 A Yes.

3 Q All right. Let's talk about G&S Oil. Around
4 this time frame, did you have occasion to go to the
5 George's Truck Stop here in Kingstree?

6 A I have been there, yes.

7 Q Did you see a, tractor trailers or gas tankers
8 with G&S on there, on the label?

9 A Well, he usually kept those in Coward.

10 Q Say again?

11 A He usually kept those type transports in Coward.

12 Q In Coward, in the Coward convenience store?

13 A Coward store, yeah.

14 Q Okay. I got to do two things for you, Mr. Gaddy,
15 if you'll bear with me. I'm gonna show you what's
16 been marked as Plaintiff's Exhibit Number 1. Are
17 those the checking account statements for Gaddy Oil,
18 Inc.?

19 A Yes.

20 Q All right. And on this particular exhibit, I'm
21 gonna show -- I redacted your account numbers on the
22 exhibits. Do you see where I have marked those out
23 here?

24 A Yes.

25 Q Okay. Now don't read the account numbers for me,

PW - A. GADDY - DIRECT

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

5 A I think so.

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

11 A Yes.

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

14 A Yes.

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

17 A Yes.

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

23 A Yes.

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

PW - A. GADDY - DIRECT

1 2010 through September the 20th of 2012?

2 A Right.

3 Q All right. And how would you do your banking
4 with regard to your account, the checking account
5 for the oil company at Citizen's Bank?

6 A How did I do it?

7 Q Yes. Would you go in the store, would do it in
8 the bank, would you do it online?

9 A No, I went in the bank.

10 Q Okay, all right.

11 MS. BARR: Judge, we would move
12 Plaintiff's Exhibit Number 1 in at this time.

13 THE COURT: Any objection?

14 MS. SHULER: No, Your Honor.

15 THE COURT: Without objection Plaintiff's
16 Exhibit Number 1 is admitted.

17 (WHEREUPON, Plaintiff Exhibit No. 1
18 was admitted into evidence.)

19 BY MS. BARR:

20 Q Mr. Gaddy, looking at the first page of
21 Plaintiff's Exhibit Number 1, do you see the date on
22 that particular exhibit?

23 A July 27th.

24 Q All right. And do you see any debits for
25 TransMontaigne Company as you previously described

PW - A. GADDY - DIRECT

1 to the jury?

2 A Yes.

3 Q And what is the date on that particular debit?

4 A 7/23.

5 Q And what is the amount of that debit?

6 A \$19,762.58.

7 Q Tell me what that transaction is related to.

8 A That would be for a load of gasoline that
9 Mr. Rishmawi bought.

10 Q That would be for a load of gasoline that
11 Mr. Rishmawi purchased?

12 A Right.

13 Q Okay. What I'm gonna do, you can look at the
14 monitor. I'm gonna publish portions -- if Your
15 Honor please, of the exhibit to the jury.

16 THE COURT: All right.

17 BY MS. BARR:

18 Q Sir, I'm gonna publish the first page of
19 Plaintiff's Exhibit Number 1. Can you see that
20 where you are?

21 A Yep, I see it.

22 Q All right. And again, you indicated that this is
23 a checking account statement for Gaddy Oil, Inc.,
24 right? Is that correct?

25 A That's correct.

PW - A. GADDY - DIRECT

- 1 Q And the date of this statement is what day?
- 2 A July 27, '10.
- 3 Q And we go a little bit further down the page we
- 4 see that there is a debit posted during that bank
- 5 statement period?
- 6 A Yes.
- 7 Q All right. And you testified that that is the
- 8 transaction for TransMontaigne?
- 9 A Right.
- 10 Q All right. I'm sorry, give me the amount of that
- 11 debit again?
- 12 A 19762.58 cents.
- 13 Q All right. During that period of time did you
- 14 receive a deposit to of that debit?
- 15 A Yes.
- 16 Q All right. And when did you receive that deposit
- 17 to cover that debit from TransMontaigne.
- 18 A On July 23rd.
- 19 Q And what was the amount of the deposit to cover
- 20 that debit for July 23rd?
- 21 A \$19,812.58 cents.
- 22 Q Now that appears to be about fifty dollars more
- 23 than what the debit was; is that right?
- 24 A That's right.
- 25 Q All right. And is that the fifty dollars extra

PW - A. GADDY - DIRECT

1 that you charged him for the privilege of using your
2 line of credit?

3 A Right.

4 Q Who posted that deposit to your account for
5 19,812.58 on July the 23rd of 2010? Who posted that
6 19 thousand dollars ---

7 A Most likely Mr. Rishmawi posted it.

8 Q Okay. Let me ask you this, from the summer of
9 2010 through the summer of 2012 -- we're talking
10 about a two year period -- did you have an agreement
11 with any other person or company other than
12 Mr. Rishmawi to use your line of credit at
13 TransMontaigne?

14 A No, I did not.

15 Q He was the sole person you had an agreement with?

16 A He's the only one.

17 Q Okay, all right. Now let me ask you this, you
18 talked about how he used your line of credit. How
19 would he know how much to deposit into your account?

20 A Well, he would get a bill of lading at the
21 terminal.

22 Q He would get what now?

23 A A bill of lading.

24 Q A bill of lading?

25 A At the terminal.

PW - A. GADDY - DIRECT

1 Q Okay.

2 A And then he would get a copy of the invoice. He
3 had it mailed to, faxed to him. He'd get a copy of
4 that faxed and then I would get a copy of when they
5 would make the draft and how much that would be.

6 Q Okay. Now when you were reimbursed for the
7 invoices each month or however often they were
8 billed, from TransMontaigne. How would you get the
9 money from Mr. Rishmawi? Would he meet you in
10 person and give you a cashier's check, or how would
11 he make sure that you were reimbursed for your
12 draft?

13 A Well, he would give me his personal check and
14 then that worked out pretty good so he said I'll
15 just deposit that money in your checking account
16 and, you know, that was it.

17 Q Okay.

18 A His store in Coward is right close to, next door
19 to a branch of the Citizen's Bank.

20 Q I'm sorry, say that part again?

21 A His store in Coward is next door, very close to a
22 branch of Citizen's Bank.

23 Q Yes, sir. So he would go and sometimes deposit
24 the money into your account?

25 A Yes.

PW - A. GADDY - DIRECT

1 Q And he had your permission to do that?

2 A Yes.

3 Q Okay. Let's go to page 2 of that same exhibit.

4 What is the statement date for page 2?

5 A 8/25, August 25, '10.

6 Q All right. And did you see any transaction as
7 relates to TransMontaigne?

8 A Yes.

9 Q Tell us about the first transaction.

10 A The first transaction is July the 30th.

11 Q What is amount of that transaction?

12 A \$3,732.85.

13 Q All right, tell us about the second transaction.

14 A Next one is August 2nd, \$48,653.61.

15 Q All right, tell us about the third transaction.

16 A August 9th for \$18,966.88.

17 Q All right. And the fourth?

18 A August 13th for \$21,792.11.

19 Q All right. And as it relates to all of these
20 transactions, let's talk about the first one, okay.

21 You mentioned that there is the first debit dated
22 July 30th of \$3,732.85. Do you see where I'm there?

23 A Yes, I do.

24 Q Do you see a corresponding deposit into your
25 checking account to cover that debit?

PW - A. GADDY - DIRECT

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

PW - A. GADDY - DIRECT

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

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

6 MS. BARR: Yes, sir.

7 BY MS. BARR:

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

10 A August 26th through September 28th.

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

13 A Yes, sir.

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

16 A I see one on August 27th, August -- September the
17 7th.

18 Q Yes, sir?

19 A September 13.

20 Q Yes, sir.

21 A September 20.

22 Q Yes, sir.

23 A And September 24.

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

PW - A. GADDY - DIRECT

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

PW - A. GADDY - DIRECT

- 1 Q Yes, sir. All right. And then we see the
2 similar transactions for the October 26th, 2010
3 statement?
- 4 A Yes.
- 5 Q Okay. And you see the draft for TransMontaigne
6 during that September, October period?
- 7 A Yes.
- 8 Q And do you have corresponding deposits into your
9 account to cover those drafts?
- 10 A Looks like it, yes.
- 11 Q Okay. The statement for October through
12 November, are you with me?
- 13 A Yes.
- 14 Q All right. Do you see drafts again during that
15 month, or that period of time from TransMontaigne?
- 16 A Yes.
- 17 Q Do you see corresponding deposits to cover those
18 drafts?
- 19 A Yes.
- 20 Q Sir, I believe this one is the December
21 statement?
- 22 A Okay.
- 23 Q Do you see where I am?
- 24 A Yes.
- 25 Q Is that the December statement?

PW - A. GADDY - DIRECT

1 A December 28.

2 Q Yes, sir. And again, do you see the
3 transactions, the drafts during that period from
4 TransMontaigne?

5 A Yes.

6 Q And do you see corresponding deposits to cover
7 those drafts?

8 A Yes.

9 Q Okay. All right, we're in January of 2011. You
10 follow me?

11 A Okay.

12 Q Is that correct?

13 A January 25, '11.

14 Q All right. Again, do we have TransMontaigne
15 drafts and corresponding deposit to cover those
16 drafts during that period?

17 A Yes, apparently so. It's pretty blurry here.

18 Q Is that better?

19 A Yeah.

20 Q February 2011, again, do you see debits and
21 drafts from TransMontaigne and corresponding
22 deposits to cover those drafts?

23 A Yes.

24 Q Okay. Do you see the same thing in March of
25 2011?

PW - A. GADDY - DIRECT

1 A March 24, yeah.

2 Q Again, do you see the TransMontaigne drafts and
3 deposits to cover those drafts?

4 A Yes.

5 Q All right. Does the same hold true for the
6 month of April of 2011?

7 A Yes.

8 Q Again, TransMontaigne drafts and deposits to
9 cover those drafts?

10 A Yes.

11 Q Okay. May of 2011?

12 A Yes, May 24.

13 Q Yes, sir. We have TransMontaigne drafts and
14 deposits to cover those drafts?

15 A Right.

16 Q Is that correct?

17 A That's right.

18 Q About a year to go, okay. You're good?

19 A Okay.

20 Q Do you see that as well for the month of June of
21 2011?

22 A Yes, June 23, '11.

23 Q All right. Again, do we have drafts and debits
24 to cover -- I'm sorry, deposits to cover those
25 drafts?

PW - A. GADDY - DIRECT

- 1 A Yes.
- 2 Q And again, the drafts are from TransMontaigne?
- 3 A Yes.
- 4 Q Do you see the same thing in the month of July?
- 5 A Yes.
- 6 Q Montaigne drafts, deposit to cover those drafts;
- 7 is that correct?
- 8 A That's correct.
- 9 Q Looks like the next statement date is dated when?
- 10 A December 28th, '11.
- 11 Q December 11, okay. Again, is there, are there
- 12 TransMontaigne debits and drafts and deposits to
- 13 cover those debits and drafts?
- 14 A Right.
- 15 Q Now in January of 2012?
- 16 A Yes.
- 17 Q All right. Again, are there TransMontaigne
- 18 drafts and deposits to cover those drafts?
- 19 A Yes.
- 20 Q Okay. We're in February of 2012; is that
- 21 correct?
- 22 A That's right.
- 23 Q All right. And then do we have debits, drafts
- 24 from TransMontaigne and deposits to cover those
- 25 drafts?

PW - A. GADDY - DIRECT

- 1 A Yes.
- 2 Q Okay. March of 2012, are you with me?
- 3 A Yes.
- 4 Q Again, do we have debits from TransMontaigne and
- 5 deposits to cover those drafts?
- 6 A Yes.
- 7 Q Okay. April of 2012?
- 8 A Okay, April 20th.
- 9 Q Do you again have TransMontaigne drafts and
- 10 deposits to cover those drafts?
- 11 A Yes.
- 12 Q Same thing holds true in May of 2012?
- 13 A Yes.
- 14 Q Okay. TransMontaigne drafts, several of them?
- 15 A Yes.
- 16 Q And deposits to cover those drafts?
- 17 A Right.
- 18 Q All right, June?
- 19 A June 20, '12.
- 20 Q Again, we have TransMontaigne drafts?
- 21 A Correct.
- 22 Q And deposits to cover those drafts?
- 23 A Right.
- 24 Q All right now, this particular statement I'm
- 25 gonna talk a little bit more about, okay. What's

PW - A. GADDY - DIRECT

- 1 the date listed on that particular statement?
- 2 A July 20.
- 3 Q Okay. Now again, we have drafts from
- 4 TransMontaigne?
- 5 A Right.
- 6 Q Okay. And the first draft from TransMontaigne is
- 7 draft from your account of what date?
- 8 A On June 28th.
- 9 Q All right, what's the amount of that draft?
- 10 A \$4,191.17.
- 11 Q Okay. And what's the second draft from
- 12 TransMontaigne?
- 13 A \$17,933.08.
- 14 Q Okay. What is the third TransMontaigne draft?
- 15 A \$12,533.76.
- 16 Q All right. What is the fourth draft?
- 17 A \$32,248.42.
- 18 Q When is that last draft posted?
- 19 A July 9.
- 20 Q Okay. Now the draft that's posted on June 28th,
- 21 of \$4,191.17, is there a corresponding deposit
- 22 that's made to cover that draft?
- 23 A Yes, on June 28th.
- 24 Q Okay. And who made that payment for 4,199.17?
- 25 A I did.

PW - A. GADDY - DIRECT

- 1 Q You made that payment?
- 2 A No, he made the payment.
- 3 Q He who?
- 4 A Ms. Ronnie.
- 5 Q Ms. Rishmawi?
- 6 A Yeah.
- 7 Q The second draft that you got listed there,
- 8 17,933.08, is there a corresponding deposit that's
- 9 made to cover that?
- 10 A Yes.
- 11 Q And when was that posted?
- 12 A July 5.
- 13 Q Okay. And what was the amount that was paid to
- 14 your account to cover that draft?
- 15 A 17,963.08.
- 16 Q And who made that deposit?
- 17 A He did, Mr. Rishmawi.
- 18 Q All right. And the third draft for posted on
- 19 July the 6th for \$12,533.76, do you see the
- 20 corresponding deposit ---
- 21 A Yes.
- 22 Q ---to cover that?
- 23 A July 6.
- 24 Q All right. And the amount of that deposit is?
- 25 A 12,556.26.

PW - A. GADDY - DIRECT

- 1 Q Okay. Now who posted that deposit? Who
2 deposited that amount?
- 3 A He did.
- 4 Q Mr. Rishmawi?
- 5 A Yeah.
- 6 Q Okay. Then we've got the last one for the month
7 of July. That debit for TransMontaigne of 32,248.42
8 on July 9th, do you see a corresponding deposit to
9 cover that?
- 10 A I see one for 32,000.
- 11 Q Okay, 32,000 even?
- 12 A Even.
- 13 Q Now where did that 32,000 come from?
- 14 A Probably came from a note I borrowed from the
15 bank.
- 16 Q Okay. You borrowed a note to cover that 32,000
17 dollar transaction from TransMontaigne?
- 18 A Yes.
- 19 Q Why is that?
- 20 A Well, he didn't make the payment to pay for the
21 gasoline.
- 22 Q Okay.
- 23 A And I'm responsible for it and I had to borrow
24 the money to pay it.
- 25 Q So if you had not borrowed that 32,000dollars

PW - A. GADDY - DIRECT

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

4 A The draft probably would have gone back on tape.

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

7 A That's right.

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

10 A Right, August 20.

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

13 A No, it's not.

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

16 A September 20th, yes.

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

19 A No.

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

23 A That's right.

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

PW - A. GADDY - DIRECT

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

4 A He's the only one that used it.

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

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

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

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

18 All right, Court is at ease.

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

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

PW - A. GADDY - DIRECT

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

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

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

8 THE COURT: Let's bring our jury in.

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

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

18 You may proceed, Ms. Barr.

19 MS. BARR: Thank you, Your Honor.

20 BY MS. BARR:

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

PW - A. GADDY - DIRECT

- 1 A Yes.
- 2 Q Okay. Don't tell me what it is. You recognize
- 3 it?
- 4 A Yes.
- 5 Q Now sir, you remember me telling you earlier that
- 6 I had redacted your account number from the previous
- 7 exhibit?
- 8 A Right.
- 9 Q I've done the same thing with regards to this
- 10 particular exhibit. Do these two exhibits appear to
- 11 be the same thing?
- 12 A Yes.
- 13 Q Okay. Now what's been marked as Plaintiff's
- 14 Exhibit Number 2, is that the same thing that I'm
- 15 holding in my hand with the exception of the
- 16 redaction of an account number?
- 17 A Yes.
- 18 Q All right. And do you recognize that particular
- 19 account number?
- 20 A That looks like mine.
- 21 Q The checking account from Gaddy Oil, Inc.?
- 22 A Gaddy, yeah.
- 23 Q So that's the only thing that's changed; is that
- 24 correct?
- 25 A Yeah.

FW - A. GADDY - DIRECT

1 Q All right.

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

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

6 MS. SHULER: No, Your Honor.

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

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

11 MS. BARR: Thank you, Your Honor.

12 BY MS. BARR:

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

17 A Yes.

18 Q Let's go through Plaintiff's Exhibit Number 1, a
19 portion of Plaintiff's Exhibit Number 1 and
20 Plaintiff's Exhibit Number 2. Do you remember me
21 asking you about the TransMontaigne transactions on
22 your accounts for the statement period ending in
23 June up until the period of the middle of July of
24 2012?

25 A Yes.

PW - A. GADDY - DIRECT

- 1 particular deposit?
- 2 A \$40,333.86.
- 3 Q And do you see a corresponding debit or draft
- 4 that was supposed to be designed to cover?
- 5 A I assume the one on June 8th.
- 6 Q And what was that amount of that draft?
- 7 A 40,268.86.
- 8 Q All right. And I asked you previously who made
- 9 that payment. Do you remember that?
- 10 A Yes.
- 11 Q I'm gonna publish page 1 of Plaintiff's Exhibit
- 12 Number 2. Can you tell us the amount of that
- 13 deposit?
- 14 A 40,333.86.
- 15 Q And that was deposited where, into what account?
- 16 A That was deposited in Gaddy Oil.
- 17 Q And that is your checking account?
- 18 A Yes.
- 19 Q With Citizen's Bank?
- 20 A Yes.
- 21 Q And you see the Citizen's Bank logo there?
- 22 A Yes.
- 23 Q All right. Now you remember I asked you earlier,
- 24 I asked you to verify the account numbers on your
- 25 statements, which are in Plaintiff's Number 1 versus

PW - A. GADDY - DIRECT

1 Q Do you remember me asking you a series of
2 questions about who made which deposits to cover
3 those transactions?

4 A Yes.

5 Q And I think according to your testimony you made
6 one deposit to cover those transactions, but
7 Mr. Rishmawi made the rest of the deposits to cover
8 those transactions?

9 A Yes.

10 Q Let's go back to that for just a quick moment if
11 we can. According to -- I publish the June 20th,
12 2012 statement from Plaintiff's Number 1. Do you
13 see that particular statement?

14 A Yes.

15 Q All right. And, of course I asked you about
16 several transactions during that period of time.

17 A Yes.

18 THE COURT: You may want to move your pen.

19 BY MS. BARR:

20 Q One of the deposits that was made during that
21 period of time that I'm particularly focused on is
22 the one dated June the 8th of 2012. Do you see
23 where I'm pointing there?

24 A Yes.

25 Q All right. And what is the amount of that

PW - A. GADDY - DIRECT

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

4 A Yes.

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

7 A Yes.

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

10 A Yes.

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

13 A January 8th.

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

17 A Made by Mr. Rishmawi.

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

20 A G&S Transports, LLC.

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

23 A Mr. Rishmawi.

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

PW - A. GADDY - DIRECT

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

4 A G&S Transports.

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

8 A Yes.

9 Q Dated June 8, 2012?

10 A Yes.

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

12 A Yes.

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

16 A Yes.

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

19 A Yes, on June 12th.

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

22 A Yes.

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

PW - A. GADDY - DIRECT

1 particular exhibit?

2 A Yes.

3 Q All right. And what was the date that deposit
4 was made?

5 A June 12th.

6 Q All right. And the amount of that deposit?

7 A 21,969.46.

8 Q And who deposited that money into Gaddy Oil,
9 Inc., checking account?

10 A G&S Transport, LLC.

11 Q Okay. I'm gonna go back again and publish the
12 June statement from your checking account. Do you
13 see a TransMontaigne debit or draft in the amount of
14 4,191.17?

15 A Yes.

16 Q When was that drafted?

17 A June 28.

18 Q All right. Do you see a corresponding deposit
19 that would cover that draft?

20 A June 28th, 41---

21 Q And I'm sorry, what was the amount of the
22 deposit?

23 A 4,199.17.

24 Q All right. And sir, I'm gonna show you page 3 of
25 Plaintiff's Exhibit Number 1. Is that a deposit

PW - A. GADDY - DIRECT

- 1 statement from G&S Transport, LLC?
- 2 A Yes.
- 3 Q All right. And it's posted on June 28th of 2012?
- 4 A Yes.
- 5 Q All right. And the amount of that deposit equals
- 6 the 4,199.17 deposit that was posted to your account
- 7 on that day?
- 8 A Yes.
- 9 Q And who deposited that money into Gaddy Oil
- 10 account?
- 11 A G&S Transport.
- 12 Q Okay. I'm gonna go back to this July statement,
- 13 again, from Gaddy Oil's checking account. Do you
- 14 see a transaction from TransMontaigne in the amount
- 15 of \$17,933.08?
- 16 A Yes.
- 17 Q And what was the date that draft was made?
- 18 A July 5.
- 19 Q All right. Do you see a corresponding deposit on
- 20 that date to cover that draft?
- 21 A Yes.
- 22 Q And what date was that made and the amount?
- 23 A July 5.
- 24 Q All right. What was the amount?
- 25 A 17,963.08.

PW - A. GADDY - DIRECT

- 1 Q All right. Sir, I call your attention to page 4
2 of Plaintiff's Exhibit Number 2. Is that a deposit
3 slip representing that transaction?
4 A Yes.
5 Q All right. Deposit of \$17,960.80?
6 A Yes.
7 Q On June 5th, 2012?
8 A July 5.
9 Q July 5th, I'm sorry, of 2012?
10 A Yes.
11 Q And who deposited this \$17,000 sum into your
12 account?
13 A G&S Transport, LLC.
14 Q Okay. And another look on your account in
15 July 2012. Do you see a TransMontaigne draft in the
16 amount of \$12,583.76?
17 A Yes.
18 Q What date was that drafted?
19 A 6, July 6.
20 Q Do you see a corresponding deposit into your
21 checking account to cover that draft?
22 A Yes.
23 Q What was the amount of that deposit?
24 A \$12,556.26.
25 Q All right. And sir, I'm gonna show you the last

PW - A. GADDY - DIRECT

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

4 A Yes.

5 Q And that date was July 6, 2012?

6 A Right.

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

9 A G&S Transport.

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

17 A That's right.

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

19 A That's right.

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

24 A This is 9 of July, 2012.

25 Q What is it?

PW - A. GADDY - DIRECT

1 A The amount is \$13,120.30.

2 Q Tell me what the document is. Don't tell me the
3 amounts in the document. Do you recognize what the
4 document is?

5 A The document is for gasoline, South Carolina road
6 tax.

7 Q Okay. Is that the bill of lading that you talked
8 about earlier?

9 A That would be an invoice.

10 Q An invoice, okay. So would you typically receive
11 these invoices from TransMontaigne as a part of the
12 transactions in the contract that you had with them?

13 A Well, they mail the invoice actually to Mr.
14 Montaigne.

15 Q To Mr. who?

16 A Him (pointing).

17 Q Mr. Rishmawi?

18 A Rishmawi, yeah.

19 Q So he would get the invoices from ---

20 A He got the actual invoice. I would get a notice
21 faxed they were drafted on my account so much money
22 and the date they were drafted.

23 Q Okay. Is this the invoice that reflects the
24 \$32,000 that was drafted from your account on July
25 the 9th of 2012? And you can make sure and look

PW - A. GADDY - DIRECT

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

4 A It seems to be.

5 Q Sir?

6 A Seems to be the same one.

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

9 THE COURT: Any objection?

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

12 MS. BARR: I'm sorry.

13 MS. SHULER: No objection, Judge.

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

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

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

19 THE COURT: Publish please.

20 BY MS. BARR:

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

25 A Yes.

PW - A. GADDY - DIRECT

1 Q All right. And you can see that your name is
2 listed here, or the company's name is listed here
3 Gaddy Oil, Inc.?

4 A Right.

5 Q And those numbers are kind of small so I'm gonna
6 try to make them as large as I can. Do you see the
7 date that that is posted? Can you read that here?

8 A No, I can't. Drop it down.

9 Q Sir?

10 A Drop it down some. A little bit more. Okay.

11 Q Can you see that date? Is that large enough for
12 you to see?

13 A Well, June 29 was the date.

14 Q Yes, sir.

15 A Due date is July 9.

16 Q Yes, sir. That's the date of the invoice,
17 correct?

18 A Well, the date of invoice is 29.

19 Q Okay, all right. And in terms of the description
20 that's listed on this particular invoice, what was
21 the product that was purchased that day? Can you
22 read that there?

23 A It looks like regular gasoline.

24 Q Okay, all right. And looks like there is the net
25 quantity of gasoline that was purchased that day?

PW - A. GADDY - DIRECT

1 A That's right.

2 Q And it looks like price for gallon?

3 A Right.

4 Q All right. And total amount of this invoice --
5 see if I can move it up a little bit. Can you see
6 that there?

7 A Yes, \$13,120.30.

8 Q Is that a part of the \$32,000 debit that was
9 taken out of your account?

10 A Yes.

11 Q All right. Let's go to page 2. Does that
12 invoice date the same there?

13 A Drop it down some.

14 Q I'm sorry.

15 A 29 June, yes.

16 Q And the items or items that was purchased that
17 day, is that essentially still gasoline fuel?

18 A That's regular gasoline.

19 Q All right. And looks like 4,000 gallons
20 purchased. Am I reading that correctly?

21 A 4,000 gallons gross.

22 Q And who was the carrier that purchased that fuel
23 that day? Can you see that there?

24 MS. SHULER: Objection, Your Honor.

25 THE COURT: What's your objection?

PW - A. GADDY - DIRECT

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

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

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

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

9 BY MS. BARR:

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

12 A G&S Transport.

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

16 A G&S Transport.

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

19 A 10,497.85.

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

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

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

25 A 29 June.

PW - A. GADDY - DIRECT

1 Q All right. And the quan-- well, the item that
2 was purchased that day began with the fuel?

3 A Fuel, yeah.

4 Q Okay. And the carrier is listed?

5 A G&S Transport.

6 Q All right. And how much fuel was purchased that
7 day?

8 A Looks like 3000 gallons.

9 Q And what is the total for?

10 A 8,630.27.

11 Q Okay. And did you add those three sums together:

12 The \$8,638.27; the \$10,497.85, and the \$13,120.30

13 transactions that were made on June 29th of 2012?

14 Did you add those three transactions, those three
15 amounts together?

16 A Yeah, you get 32,000.

17 Q 32,000---

18 A 290 -- wait.

19 Q Can you read it there?

20 A \$32,238.42.

21 Q Is it 42 cents? Let me make sure. Does this
22 exhibit reflect as the total of those three numbers
23 is \$32,248.42?

24 A Correct.

25 Q All right. And does it show when that, those

PW - A. GADDY - DIRECT

1 amount were drafted from your account?

2 A Draft date is July 9.

3 Q Of 2012?

4 A 2012, yeah.

5 Q And that \$32,248.42 sum, that's the amount that
6 you are alleging that the defendants are obligated
7 to pay you back?

8 A Yes.

9 Q Did you typically keep \$30,000 in that particular
10 checking account to cover the transactions if it
11 didn't go through?

12 A No.

13 Q All right. In the two year period of time that
14 you've been dealing with Mr. Rishmawi did you ever
15 have a transaction from him that didn't go through?

16 A No, I don't think so.

17 Q You also had a good business relationship?

18 A Yes.

19 Q Okay, all right. Now you told us earlier about a
20 \$32,000 deposit that was made on your account in
21 July where you took out a loan at the Citizen's
22 Bank.

23 A Right.

24 Q You remember telling me about that?

25 A Yes.

PW - A. GADDY - DIRECT

1 Q I'm gonna show what's been marked Plaintiff's
2 Exhibit 3 and ask you if you recognize that
3 particular document.

4 A Yes, that's the note.

5 Q Is that the note you took out?

6 A Yes.

7 Q Okay, from the Citizen's Bank?

8 A Yes.

9 Q All right. And does that note contain your name
10 and your signature?

11 A Yes.

12 Q And you're promising to repay a loan to Citizen's
13 Bank?

14 A Yes.

15 Q All right.

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

18 THE COURT: Any objection?

19 MS. SHULER: No objection, Your Honor.

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

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

24 BY MS. BARR:

25 Q Mr. Gaddy. I'm gonna publish Plaintiff's Exhibit

PW - A. GADDY - DIRECT

1 Number 3. And this is the promissory note you
2 signed with Citizen's Bank; is that correct?

3 A Yes.

4 Q All right. And is your name and address
5 reflected here?

6 A Yes.

7 Q All right. And I didn't show you this earlier,
8 let me do this right quick. The date of the loan or
9 the promissory note is what date?

10 A July 9.

11 Q All right. And the loan was supposed to be for
12 how long a period of time?

13 A I think 12 months.

14 Q For a year?

15 A Yes.

16 Q So it was due to mature on July 9 of 2013?

17 A Yes.

18 Q All right. And what is the amount listed here as
19 the loan amount?

20 A \$32,040.

21 Q Now in this loan agreement it looks like you
22 promised to repay the loan with interest?

23 A Yes.

24 Q And what's your interest rate?

25 A 6 percent.

PW - A. GADDY - DIRECT

1 Q Okay. Now I was curious because it listed the
2 loan amount as \$32,040, and I notice that there was
3 a deposit into your account of \$32,000 but they've
4 got the loan amount \$32,040. Is that what you see
5 here?

6 A Yes.

7 Q Did they charge you an application fee?

8 A Yes.

9 Q What was the amount of the application fee?

10 A Forty dollars.

11 Q So that's why it's \$32,040?

12 A Yes.

13 Q And sir, I asked you earlier did the promissory
14 note contain your name and your signature. You see
15 that on page 2?

16 A Yes.

17 Q Have you paid the loan back in full?

18 A No.

19 Q You still paying on it?

20 A Yes.

21 Q Okay. Now it indicated that it was due in July
22 of 2013. What happened when you didn't have all the
23 money to pay it in July of 2013?

24 A I paid interest and renewed the note.

25 Q How much have you paid in in-- how much did you

PW - A. GADDY - CROSS

1 pay in interest by the time you renewed it in 2013?

2 A About \$1900s.

3 Q About 1900? All right, sir -- beg the Court's
4 indulgence. Now sir, you filed this lawsuit in
5 August of 2012.

6 A I think so.

7 Q All right.

8 MS. BARR: Judge, may I approach?

9 THE COURT: You may.

10 BY MS. BARR:

11 Q And did you sign a verification as it relates to
12 the lawsuit and the amounts that you received?

13 A Yes.

14 Q Okay, that's your signature?

15 A Yes.

16 Q All right. And you are requesting that you be
17 reimbursed \$32,248.42?

18 A Yes.

19 Q And you're also seeking interest based on the
20 interest that you paid on the note?

21 A Right.

22 Q All right. What is the amount of interest that
23 you're seeking?

24 A \$1,922.40.

25 Q And that's what you -- you said, you told me

PW - A. GADDY - CROSS

1 earlier you made about 1900-dollars in interest on
2 this loan. Is that what you're talking about?

3 A Yeah.

4 Q So we add those two figures together, what would
5 be the total amount you would be seeking today?

6 A \$34,220.82.

7 Q Okay. And you asked Mr. Rishmawi to pay you
8 those amounts?

9 A Yes.

10 Q Has he paid you those amounts?

11 A He hadn't paid anything or agreed to.

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

14 THE COURT: Ms. Shuler.

15 **CROSS-EXAMINATION**

16 BY MS. SHULER:

17 Q Mr. Gaddy, Gaddy Oil, Inc., when was the last
18 time that you operated that company as an oil
19 company?

20 A Probably about 2009, '10.

21 Q So that's whenever you quit delivering petroleum
22 products to farmers and things like that?

23 A Yes.

24 Q And that was in what year?

25 A Probably about 2'10.

PW - A. GADDY - CROSS

1 Q 2010. Do you remember what month that would have
2 been?

3 A No, I don't.

4 Q You've been in the oil business for some time,
5 right?

6 A Yes.

7 Q And so you're pretty familiar with that?

8 A I hope so.

9 Q TransMontaigne is like Texaco, right? Or ---

10 A They're refiners.

11 Q BP oil, all those other companies, right?

12 They're all kind of the same thing. So the way it
13 works is you can go to TransMontaigne and buy a
14 tanker load of gasoline, right?

15 A Yes.

16 Q And then that tanker load of gasoline can be sold
17 to the public for whatever use really you want it
18 for, right?

19 A Yes.

20 Q And with TransMontaigne you had a line of credit?

21 A Yes.

22 Q Through Gaddy Oil?

23 A Yes.

24 Q And it's been your testimony that the only person
25 you let use your line of credit was Mr. Rishmawi?

PW - A. GADDY - CROSS

- 1 A Right.
- 2 Q Now did you see Mr. Rishmawi go and make these
- 3 deposits for you?
- 4 A No.
- 5 Q Did you check the account to find out who was
- 6 making those deposits every month?
- 7 A I just saw they were made because I got some.
- 8 Q So you don't know if G&S Transports made that
- 9 deposit every month or if I made that deposit every
- 10 month to you?
- 11 A Not really. I just had the money.
- 12 Q The money was in there?
- 13 A Yeah.
- 14 Q And in fact, you made -- you didn't really have
- 15 any active duty in regards to this business
- 16 relationship that you described, do you? You didn't
- 17 have to do anything at all?
- 18 A Yeah.
- 19 Q You did?
- 20 A Yeah.
- 21 Q Okay. And what was that that you had to do?
- 22 A Well, I go in and do bookkeeping work, and I had
- 23 a bookkeeper and we do payroll and...
- 24 Q So Gaddy oil has employees?
- 25 A Yeah, we have a bookkeeper.

PW - A. GADDY - CROSS

1 Q Let's look at that second deposit. That second
2 deposit is \$48,803.61, right?

3 A Right.

4 Q And the debit was 48,653.61. What's the
5 difference there?

6 A 150.

7 Q So that was 150-dollars on that one. The next
8 deposit and debit is the same amount, the 18,966.88,
9 right?

10 A Right.

11 Q Look at the fourth one. The deposit was
12 \$21,912.11, and the debit was \$21,792.11. What's
13 the difference on that one?

14 A 120.

15 Q So that month you made 270 dollars, right?

16 A Yeah.

17 Q Just by letting G&S Transports use your line of
18 credit, right?

19 A Right.

20 Q And you called it your commission that you got
21 off each load. Wasn't that what you said it was
22 earlier? They paid you extra for your commission?

23 A Yeah.

24 Q So that amount varied from transaction to
25 transaction, right?

PW - A. GADDY - CROSS

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

PW - A. GADDY - CROSS

1 to, do you?

2 A No.

3 Q You don't know where, when at all?

4 A No.

5 Q You don't know that it went to his stores, do
6 you?

7 A No.

8 Q Yet, it could have gone to the Shell station here
9 in Kingstree?

10 A Yes.

11 Q It could have gone over to Tanners Money Saver
12 here in Kingstree?

13 A Yes.

14 Q It could have gone to the Kings Express on 52,
15 right?

16 A Could have gone on to George Truck Stop.

17 Q Right, but nonetheless you don't know where it
18 went?

19 A No, wasn't my concern.

20 Q This last load that you say that G&S Transport
21 picked up and received the benefit of, you don't
22 know where that went, do you?

23 A No, I don't.

24 Q You don't know if G&S Transports benefited in any
25 way, do you?

PW - A. GADDY - CROSS

1 A No, I don't.

2 Q You don't know if Mr. Rishmawi benefited from it
3 in any way, do you?

4 A Yes.

5 Q You do?

6 A Yes.

7 Q How do you know he bene---

8 A Because he owns the G&S Transports and they
9 picked up the gasoline, and when they load the
10 gasoline on his truck title changes hands.

11 Q But you just testified that you don't know if G&S
12 Transports benefited from it at all.

13 A No, I don't, but it's loaded on his truck. It's
14 up to his drivers to put it somewhere.

15 Q You didn't have a gas station operating in 2012,
16 did you? You yourself were not operating a gas
17 station in 2012, were you?

18 A I don't think so.

19 Q You don't think so. Do you not remember?

20 A Well, I operated Gaddy Oil Company and Gaddy
21 Convenience Store.

22 Q Okay. Did you operate Gaddy Convenience Store in
23 2012?

24 A I don't think so.

25 Q You don't think so. When do you think you closed

PW - A. GADDY - CROSS

1 Gaddy Convenience Store?

2 A When I sold it to the brothers.

3 Q Okay. When did you sell it to the brothers?

4 A I'd have to look it up.

5 Q You entered into a contract to sell it to the
6 brothers, right?

7 A Yes.

8 Q And you had some documents drafted up?

9 A Yes.

10 Q Is that correct? So would it help you if you
11 looked at some of those documents?

12 A I guess.

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

15 BY MS. SHULER:

16 Q I'm going to show you what's been marked
17 Defendant's Exhibit 1 and ask if you recognize this
18 document.

19 A That's a promissory note.

20 Q Okay, do you recognize this particular promissory
21 note?

22 A Yes.

23 Q What's the date on it?

24 A January 23rd, '09.

25 Q Okay. Does this document have your signature on

PW - A. GADDY - CROSS

1 it?

2 A Not the promissory note.

3 Q Okay. What about the contract, do you recognize
4 the contract, that's the second part of that
5 exhibit?

6 A Yeah.

7 Q So is this the promissory note and the contract
8 for the sale of the Gaddy Convenience Store, as you
9 call it?

10 A Yes, it's a contract for sale.

11 Q Was it for the convenience store that you call
12 Gaddy Convenience Store?

13 A Right.

14 Q Okay.

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

17 THE COURT: Any objection?

18 MR. SABB: No objection, Your Honor.

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

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

23 MS. SHULER: Permission to publish, Your
24 Honor.

25 THE COURT: Yes.

PW - A. GADDY - CROSS

1 BY MS. SHULER:

2 Q At the top of this document it has contract for
3 sale on it, right?

4 A Right.

5 Q And it says that Gaddy Rentals, LLC, with an
6 office at 106 Brockwood Drive, Lake City, owns
7 property in Lake City; is that right?

8 A That's right.

9 Q Gaddy Rentals, LLC, is your real estate company
10 as you testified earlier; is that right?

11 A Right.

12 Q It's your holding company for your real property?

13 A Right.

14 Q And you had it that way for estate planning
15 purposes?

16 A Yes.

17 Q So Gaddy Rentals owned a piece of property in
18 Lake City on Highway 52, right?

19 A Right.

20 Q Iso says on the western side. And this is a
21 contract for sale of that piece of property, right?

22 A Right.

23 Q That piece of property was the Gaddy Convenience
24 Store?

25 A Right.

PW - A. GADDY - CROSS

1 Q The date, what's the date that you entered into
2 that contract to sell your convenience store?

3 A Twenty-third day of January.

4 Q Of what year?

5 A 2009.

6 Q You weren't operating your convenience store at
7 that time, were you?

8 A Not me personally, no.

9 Q In fact, it had been closed for several months,
10 right?

11 A No.

12 Q No?

13 A Four or five weeks maybe.

14 Q Four or five weeks. When did the tenant vacate
15 the property?

16 A Probably in October.

17 Q Okay. So from October to January is about two,
18 three months, right?

19 A Right.

20 Q So that's more than five weeks?

21 A Okay.

22 Q You wouldn't disagree with me that two to three
23 months is more than five weeks, right?

24 A I agree with you.

25 Q You agree with me on that. So you were selling

PW - A. GADDY - CROSS

1 your vacant convenience store in January of 2009,
2 right?

3 A Right.

4 Q And you yourself weren't operating the
5 convenience store at that time?

6 A No.

7 Q You were retired for the most part, right?

8 A Mostly.

9 Q And the contract price was for how much?

10 A Five hundred thousand.

11 Q And the convenience store needed some repairs;
12 did it not?

13 A Not a lot.

14 Q But it needed repairs, right?

15 A Right.

16 Q And needed some gas pumps, right?

17 A Well, modernize, yeah.

18 Q To be able to sell the three grades of gasoline
19 it needed new gas pumps, right?

20 A No.

21 Q It needed to be upgraded in order to seel the
22 three grades of gasoline, right?

23 A It needed to be upgraded but I had operational
24 dispensers that worked.

25 Q Okay. And needed some repairs in the inside of

PW - A. GADDY - CROSS

- 1 the building, right?
- 2 A Not much.
- 3 Q But it did need repairs, right?
- 4 A Yes, ma'am.
- 5 Q Some repairs?
- 6 A Some repairs.
- 7 Q And the canopy over the top needed to be
- 8 repaired, right?
- 9 A No.
- 10 Q No? It was fine?
- 11 A Yes, ma'am.
- 12 Q Okay. Needed some new coolers to make the drinks
- 13 cold on the inside, the beer cold, right?
- 14 A Well, what I had was operational and working.
- 15 Q It was?
- 16 A Operational and working.
- 17 Q But you weren't running the store?
- 18 A We had the coldest beer in town.
- 19 Q You were like the store in Nesmith, the coldest
- 20 beer in Nesmith, the Gaddy Exxon with the coldest
- 21 beer in town?
- 22 A Do what now?
- 23 Q I said like the store in Nesmith, that at the
- 24 time had the coldest beer in town. Gaddy Exxon had
- 25 the coldest beer in Lake City?

PW - A. GADDY - CROSS

1 A I don't know about Nesmith.

2 Q Gaddy Oil had the coldest beer in Lake City?

3 A We didn't advertise. We had good beer because
4 the customers said it was cold.

5 Q So it's your testimony that the store needed very
6 little repair?

7 A Right.

8 Q But it had been vacant since October?

9 A Yeah.

10 Q And you didn't get a contract for sale until
11 January, right?

12 A Okay.

13 Q How many people went and looked at your store?

14 A I think about three.

15 Q And you met Mr. Rishmawi through a friend of
16 yours, right?

17 A Through Larry Dennis.

18 Q Y'all were drinking coffee at Hardees and y'all
19 were discussing the sell of your store and Mr.

20 Dennis puts you in touch with Mr. Rishmawi?

21 A Yeah.

22 Q And you entered into a contract then for the sale
23 of the store, right?

24 A In January.

25 Q You didn't require any money upfront for the

PW - A. GADDY - CROSS

- 1 brothers to purchase the store, did you?
- 2 A I thought they paid something.
- 3 Q Let's look at the first page of the promissory
- 4 note. How much is the promise to pay?
- 5 A 500,000.
- 6 Q And how much was the contract price for the sale
- 7 of the store?
- 8 A 500,000.
- 9 Q So that says they didn't put any money down,
- 10 right?
- 11 A Okay.
- 12 Q You financed that for them, right?
- 13 A Right.
- 14 Q You did owner financing?
- 15 A That's right.
- 16 Q Who signed off on that promissory note?
- 17 A Well, it looks like George signed it and Abu and
- 18 Issa signed it.
- 19 Q Okay, Abuaita and Issa Abuaita.
- 20 A Yes.
- 21 Q And George Rishmawi?
- 22 A He endorsed it.
- 23 Q So he was a co-signor on the promissory note,
- 24 right?
- 25 A Right.

PW - A. GADDY - CROSS

1 Q You see the whereas statement about the third
2 paragraph that's in that block?

3 A Yes.

4 Q It says that George Rishmawi who resides at 227
5 Magnolia Drive, Lake Drive -- I'm sorry, Magnolia
6 Drive in Lake City furnishes consulting services to
7 the Abuaita brothers there; is that right?

8 A Yes.

9 Q That's what it states there?

10 A Yes.

11 Q Is that right?

12 A Right.

13 Q So Mr. Rishmawi played some role in getting this
14 contract executed and signed; is that right?

15 A Yes, I would think so.

16 Q "Cause he signed a promissory note; is that
17 right?

18 A Yes.

19 Q And his name appears on the contract; is that
20 right?

21 A Yes.

22 Q And you know that he played a role in
23 facilitating repairs to the store, right?

24 A Right.

25 Q He provided consulting ---

PW - A. GADDY - CROSS

- 1 A Say that again.
- 2 Q That he played a role in bringing about the
- 3 repairs to the store, right?
- 4 A I don't know about that.
- 5 Q You don't know about that. You don't know ---
- 6 A That's between he and the brothers.
- 7 Q Okay. So you don't know if he played any part in
- 8 making those repairs?
- 9 A No, I don't.
- 10 Q Somebody made repairs to the store, right?
- 11 A Yeah.
- 12 Q You saw them doing work out at the store, right?
- 13 A Yes.
- 14 Q Who made the first note payment to you on that
- 15 note?
- 16 A Possibly George did.
- 17 Q How about the second payment?
- 18 A He made a couple of payments.
- 19 Q He made a couple of payments on the note to you,
- 20 right? He was involved?
- 21 A Yeah.
- 22 Q In fact, he was involved to -- you paid him
- 23 \$512-dollars a month every month for two-and-a-half
- 24 years, right?
- 25 A As commission, yeah.

PW - A. GADDY - CROSS

1 Q That's what you call it is a commission; is that
2 right?

3 A Yes, what else could it be.

4 Q Well, the money on, over on top of the gasoline
5 you characterize as to a commission, right?

6 A Right.

7 Q So you characterize it as a commission?

8 A Right.

9 Q You paid him \$518 a month every month like
10 clockwork, right?

11 A That's right.

12 Q In fact, he would come to your house and get an
13 envelope off your garage door, right?

14 A Right.

15 Q And it would contain \$518 in cash?

16 A Right.

17 Q That's because you didn't get any money upfront
18 from the Abuaita brothers, did you?

19 A (No verbal response.)

20 Q Is that a no?

21 A No.

22 Q So you didn't have any money to pay Mr. Rishmawi
23 upfront, did you?

24 A No.

25 Q But nonetheless you paid him \$518 a month every

PW - A. GADDY - CROSS

1 month until May of 2012, right?

2 A Till July.

3 Q It was July?

4 A I think so.

5 Q You think so? So you paid from 2009 until 2012
6 \$518 a month?

7 A Yes.

8 Q Every month?

9 A Yes.

10 Q And then you decided you weren't gonna pay him
11 anymore, right?

12 A Right.

13 Q You said I'm not gonna pay you that money, I
14 don't owe you that money?

15 A 'Cause I was told the real estate commission ---
16 MS. SHULER: Objection, Your Honor, as to
17 what the witness was told.

18 THE COURT: Sustained.

19 BY MS. SHULER:

20 Q You decided you weren't gonna pay it anymore?

21 A Right.

22 Q And then you stopped ---

23 A It was illegal to pay him a commission.

24 Q Okay, so you stopped paying him the \$518 a month?

25 A That's correct.

PW - A. GADDY - REDIRECT

1 Q But you had done it for two-and-a-half years?

2 A Yes.

3 Q Actually, three-and-a-half years if we go to 2009
4 to 2012, right?

5 A Okay.

6 Q Three-and-a-half years?

7 A I guess, I hadn't done the figures.

8 Q Every month you would get a payment on the
9 promissory note from the Abuaite brothers, right?

10 A Right.

11 Q And every month that would be deposited into your
12 account; is that right?

13 A Right.

14 Q And that payment was five hundred and -- or
15 \$5,181.98 cents, right?

16 A Right.

17 Q So every month like clockwork you had that five
18 thousand, almost \$5200 coming in, right?

19 A Right.

20 Q From the sale of the convenience store in Lake
21 City, right?

22 A Right.

23 Q And that convenience store was vacant at the
24 time.

25 of the contract, right?

PW - A. GADDY - REDIRECT

1 A Yes.

2 Q And it needed some repairs?

3 A Yes.

4 Q And repairs were made, right?

5 A Yes, I assume so. I was not in charge of the
6 repairs and did not own the store.

7 MS. SHULER: I have no further questions.

8 THE COURT: All right, any redirect?

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

10 **REDIRECT EXAMINATION**

11 BY MS. BARR:

12 Q Mr. Gaddy, you were asked on cross-examination
13 about whether or not, I believe the question was,
14 did you pay Mr. Rishmawi any money upfront? Do you
15 remember Ms. Shuler asking you about that question?

16 A No, I didn't.

17 Q All right. And her question was related to the
18 sale of the Exxon store in Lake City?

19 A Yes.

20 Q Okay. Would you have been required in that
21 transaction to pay him a dime of money for the sale
22 of your store to the Abuaite brothers?

23 A No.

24 Q Did you owe him one red cent for the sale of your
25 convenience store to these gentlemen back here?

PW - A. GADDY - REDIRECT

1 A No.

2 Q Okay. So when she asked you whether or not you
3 had made any payments upfront to Mr. Rishmawi
4 regarding the sale of your store, did you owe him
5 anything for the sale of your store?

6 A No.

7 Q Okay. And as it relates to whether or not any
8 repairs were done on the Exxon in Lake City, who did
9 them, how much they paid for it, did you know
10 anything about that?

11 A No.

12 Q Who would be the best people to tell this jury
13 about whether or not any repairs were made, and if
14 so, who paid for it and when they were done?

15 A Abuaita brothers.

16 Q These gentlemen back here?

17 A Yes, ma'am.

18 Q All right. Now you were testifying about the two
19 businesses, the oil company that you own and the
20 real estate company that you own?

21 A Right.

22 Q Have you ever had a real estate license?

23 A Yes.

24 Q Okay. Were you required by law to be trained or
25 get a license to sell real estate?

PW - A. GADDY - REDIRECT

1 A Yes.

2 Q Okay. Did you have that license at some point in
3 time?

4 A Yes.

5 Q Do you currently have that license?

6 A No.

7 Q Okay. What did you have to do to get a license
8 to sell real estate in South Carolina?

9 A You have to attend classes for 40 hours, take a
10 test in class, and also took a state board test.

11 Q Okay. And in terms of when you had a license,
12 had you ever sold commercial property before?

13 A No.

14 Q Okay. Are you familiar with the legal terms as
15 it relates to commissions when you sell property,
16 particularly -- well, I should say not just property
17 but real estate? When you say commissions in
18 connection with the sale of land, what are you
19 talking about?

20 A I'm talking about if you sell a piece of property
21 you get a commission, percentage of the sale, which
22 is normally a -- commercial it's ten percent.

23 Q So in your experience as owning a real estate
24 company and at one point having a real estate
25 license, when you sell commercial property the

PW - A. GADDY - REDIRECT

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

4 A Normally it's in the contract.

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

9 A No.

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

12 A No.

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

15 A No.

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

19 A Yes.

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

22 A Not to my knowledge.

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

PW - A. GADDY - REDIRECT

1 A Yes.

2 Q Okay. And in that particular contract for sale
3 did you make any guarantees with regard to the
4 property, or did you sell it as is?

5 A Sold it as is.

6 Q Okay. All right, now you testified that you had
7 been paying Mr. Rishmawi about \$518 per month for
8 about three, three-and-a-half years?

9 A Right.

10 Q All right now, in the promissory note what was
11 the amount of the mortgage payments that the Abuaita
12 brothers would pay you per month?

13 A \$5,181.

14 Q Okay. And what was the amount of the payment
15 that you had made to Mr. Rishmawi?

16 A I paid him \$518.

17 Q Okay. Now when you were making these payments to
18 him did you know whether or not he could charge you
19 a real estate commission?

20 A Did I know that he could?

21 Q Yes.

22 A No, he couldn't.

23 Q Hold on, follow me, follow me for a second. If
24 the Abuaita brothers are paying you \$5181 per month,
25 \$5,181 per month, what, is there a percentage from

PW - A. GADDY - REDIRECT

1 that amount that you were paying Mr. Rishmawi per
2 month?

3 A Yes.

4 Q What was ---

5 A I paid ten percent.

6 Q Ten percent, all right. And during this time
7 what did you think you were paying him that money
8 for when you were giving it to him?

9 A As sales commission.

10 Q Okay. All right, now you testified that you
11 stopped the payments during June or July of 2012 to
12 Mr. Rishmawi.

13 A Yes.

14 Q The \$518 per month?

15 A Yes.

16 Q Don't tell me what anybody said, but did you have
17 a conversation with anybody regarding his ability to
18 charge you a real estate commission? Did you talk
19 with anybody about that?

20 A Yes.

21 Q Who did you talk with?

22 A Wilbur Brown and Company.

23 Q Wilbur Brown and Company?

24 A Wilbur Brown.

25 Q Who is Wilbur Brown?

PW - A. GADDY - REDIRECT

1 A Wilbur Brown owns Wilbur Brown and Company
2 Insurance and Real Estate.

3 Q Insurance and real estate? So he's a real estate
4 agent?

5 A Yes.

6 Q Does he have another profession as well?

7 A Just insurance.

8 Q Okay. Do you know whether or not he's a lawyer?

9 A No, he's not.

10 Q Okay. So you had a conversation with him when?

11 A Probably spring, May or June.

12 Q Okay, of 2012?

13 A Yeah, I looked it up in my book, real estate
14 book, and said it was illegal to pay a commission to
15 a person did not hold a real estate license.

16 Q Okay. Is that why you stopped the payments to
17 him?

18 A Yes.

19 Q Did you tell him why you were stopping payments
20 to him?

21 A Yes.

22 Q And what did he say as a result of what you told
23 him?

24 A He told me that he was not going to pay for the
25 gasoline unless I paid him a commission.

PW - A. GADDY - RECROSS

1 Q All right. And when he told you that he was not
2 going to pay you for the gasoline -- I publish
3 State's Exhibit Number 4, Plaintiff's Exhibit Number
4 4, is that the gasoline purchase that we're talking
5 about that was debited from your account in July of
6 '12?

7 A Yes.

8 Q He acknowledged that he received the \$32,000 of
9 fuel from you?

10 A Yes.

11 Q He admitted that?

12 A He never argued about it. He couldn't dismiss it
13 because it was on his truck and his driver who
14 signed for it?

15 Q Say again now.

16 A I said his driver loaded it on G&S Transport, and
17 he was paying the driver and it was his truck.

18 Q And other than you bringing this lawsuit against
19 him to get your \$32,000 back, he never -- did he
20 ever file a separate lawsuit against you for the
21 real estate commission?

22 A No.

23 Q Okay. It was only after you sued him?

24 A Yeah.

25 Q Okay. And sir, did you give a deposition in this

PW - A. GADDY - RECROSS

1 case?

2 A Yes.

3 Q Okay. Did he give a deposition in this case?

4 A Yes.

5 Q Have you ever seen any invoices that related to
6 any repairs that Mr. Rishmawi supposedly did to the
7 Exxon in Lake City?

8 A I saw some in the deposition ---

9 Q Okay.

10 A ---that he said were repairs.

11 Q Okay. But again, as relates to that, you would
12 rely on the testimony of the Abuaita brothers?

13 A Yeah.

14 MS. BARR: Beg the Court's indulgence.

15 THE COURT: Yes, ma'am.

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

18 THE COURT: Any recross?

19 MS. SHULER: Yes, Your Honor.

20 **RECROSS-EXAMINATION**

21 BY MS. SHULER:

22 Q Mr. Gaddy, you are actually not only just a real
23 estate agent, you're a real estate broker, right?

24 A I have a broker's license.

25 Q So a broker's license somewhat of a step above

PW - A. GADDY - RECROSS

- 1 just a real estate salesperson, right?
- 2 A Right.
- 3 Q You have supervisory duties as a broker, right?
- 4 A Yes.
- 5 Q Now you said that for commercial ---
- 6 A Assuming you have somebody to supervise.
- 7 Q Right, you have supervisory duties as a broker?
- 8 A Yeah.
- 9 Q Right?
- 10 A Okay.
- 11 Q Is that right?
- 12 A Yes.
- 13 Q You're the broker?
- 14 A Yes.
- 15 Q Okay. So, and you at one point in time were
- 16 selling real estate, right?
- 17 A I was listed as a sales agent, yeah.
- 18 Q You were listed as a sales agent?
- 19 A Right.
- 20 Q Agent. So you had a listing as a real estate
- 21 agent?
- 22 A I never had a listing.
- 23 Q You never had a listing?
- 24 A No.
- 25 Q You never acted as a real estate agent?

PW - A. GADDY - RECROSS

- 1 A No.
- 2 Q Not one time?
- 3 A No.
- 4 Q You never worked at Brown and Company as a real
5 estate agent?
- 6 A I was listed there as a sales agent, but I never
7 got a listing.
- 8 Q Okay. But you have a broker's license and a real
9 estate license?
- 10 A Yeah, right.
- 11 Q So you've done your duties and your requirements
12 to get licensed within the state, right?
- 13 A Yes.
- 14 Q And at one point in time you had an office at
15 Brown and Company, right?
- 16 A Not really, I had a key to his office.
- 17 Q You had a key to his office. Your diploma in
18 your real estate license didn't hang on the wall in
19 there?
- 20 A Yeah.
- 21 Q Okay. So you had an office in there with your
22 diploma hung on the wall; is that fair to say?
- 23 A Where the diploma hung on the wall is a reception
24 room.
- 25 Q Okay. Nonetheless, your diploma, your license

PW - A. GADDY - RECROSS

1 hung on the wall ---

2 A Yes.

3 Q ---in Brown and Company?

4 A Yes.

5 Q And it was your testimony a few minutes ago that

6 the -- you never had a commercial real estate

7 listing, right?

8 A Never did.

9 Q But it was your experience that commercial real
10 estate sales commission was ten percent, right?

11 A No.

12 Q That wasn't your testimony?

13 A That's on commercial real estate.

14 Q Right. But it can vary, right, from anywhere

15 from two percent, four percent, six percent,

16 whatever the people contractual come up with a

17 contract for. Am I right?

18 A Right.

19 Q So it can vary from any amount?

20 A Right.

21 Q Of a commission, right? Not just ten percent?

22 A Right.

23 Q It wasn't ten percent across the board for

24 everybody under the sun, right?

25 A Whatever you agree with the client.

PW - A. GADDY - RECROSS

1 Q Would be the amount of the commission, right?

2 A Right.

3 Q And that can be any number that you may came up
4 with, right?

5 A Right.

6 Q So that's not standard, is it?

7 A I don't know.

8 Q 'Cause you didn't, you didn't deal in commercial
9 real estate?

10 A I didn't deal in any real estate.

11 Q But you had a real estate license?

12 A Yes.

13 Q And a broker's license?

14 A Yes.

15 Q Now you sold the property as is, right?

16 A Right.

17 Q But it needed some repairs so that's why you sold
18 it as is?

19 A Yes.

20 Q And it wasn't open, wasn't operating when you
21 sold it?

22 A Right.

23 Q And you knew that it was in need of some repairs,
24 right?

25 A A few repairs.

PW - A. GADDY - RECROSS

1 Q Now Mr. Rishmawi owns a number of stores; isn't
2 that right? Or did ---

3 A Yes.

4 Q ---at some point in time own some stores?

5 A Yes.

6 Q And so he knew a little bit about the convenience
7 store business; is that right?

8 A Yes.

9 Q If something needed to be done to bring the store
10 up to make it marketable or to make it competitive
11 in the market he would probably know how to do,
12 right?

13 A Probably.

14 Q And some repairs were done after you entered into
15 a contract for the sale of the store, right?

16 A Yes.

17 Q Now you didn't do a real estate closing whenever
18 y'all entered into that real estate sales contract,
19 did you?

20 A No, we just signed an agreement.

21 Q You didn't deed the property over to Abulaita
22 brothers, did you?

23 A They signed my back, two years ago I did.

24 Q Two years ago you signed the deed over to their
25 name, right?

1 A Right.

2 Q And they have a conventional mortgage with you
3 now; isn't that right?

4 A That's right.

5 Q But that was two years ago that ---

6 A Approximately two years ago.

7 Q It was approximately two years ago the deed was
8 put in their name?

9 A Yeah. They wanted the deed in their name and I
10 agreed to do it.

11 Q When the repairs were made the deed was still in
12 your name; isn't that right?

13 A Yes.

14 MS. SHULER: I have no further questions.

15 THE COURT: Thank you. You may step down.

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

23 Have a nice evening, ladies and gentlemen.

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

PW - I. ABUAITA - DIRECT

1 THE COURT: Y'all be back here tomorrow.

2 (Court was adjourned at 5:30 p.m. and resumed on

3 September 9, 2015.)

4 THE COURT: Anything we need to bring up
5 before we bring the jury back in?

6 (There was no response.)

7 THE COURT: All right, let's bring our
8 jury in.

9 (WHEREUPON, the jury was returned to the
10 courtroom at approximately 10:05 a.m.,
11 and the following proceedings commenced
12 in open court.)

13 THE COURT: Good morning, ladies and
14 gentlemen, hope you had a nice evening. It seems to
15 be a nicer day today than it was yesterday so we
16 will continue with the testimony.

17 Anything from the State, I mean, from the
18 plaintiff before we start?

19 MS. BARR: Judge, we're ready to begin.

20 THE COURT: Well, you may call your next
21 witness.

22 MR. SABB: Thank you. We call Issa
23 Abuaita.

24 THE CLERK: Place your left hand on the
25 Bible and raise your right hand.

FW - I. ABUAITA - DIRECT

1 WHEREUPON,

2 **ISSA ABUAITA,**

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

5 THE CLERK: Just step around to the
6 witness box.

7 MS. BARR: May it please the Court.

8 THE COURT: Yes, ma'am.

9 **DIRECT EXAMINATION**

10 BY MS. BARR:

11 Q Good morning, Mr. Abuaita.

12 A Good morning.

13 Q How are you doing today?

14 A Good, how are you?

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

17 A First name is Issa. Last name is Abuaita.

18 Q Okay, spell your first name for us.

19 A I-S-S-A.

20 Q Okay. Spell your last name for us.

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

22 Q You live in Florence County?

23 A Yes, ma'am.

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

PW - I. ABUAITA - DIRECT

- 1 A 15, 15, 16 years.
- 2 Q Okay. And of course you know Mr. Andrew Gaddy?
- 3 A Yes.
- 4 Q And you also know Mr. Issa Rishmawi?
- 5 A Yes.
- 6 Q How long have you known Mr. Rishmawi, the
7 gentleman seated there at the table?
- 8 A A long time.
- 9 Q Okay, more than ten years?
- 10 A Yes.
- 11 Q Okay. All right, how did you come to know him?
- 12 A We from the same back home.
- 13 Q Same back home?
- 14 A Yes.
- 15 Q And both of you all were born in Bethlehem?
- 16 A Yes.
- 17 Q Okay, all right. You all over the years
18 developed a business relationship?
- 19 A No ---
- 20 Q He helped you in your business?
- 21 A Yes, when we start convenience store business.
- 22 Q Yes, sir. Now you and your brother operate the
23 Exxon gas station in Lake City?
- 24 A Yes.
- 25 Q And we've seen exhibits in this case indicating

PW - I. ABUAITA - DIRECT

1 that you all purchased that business in January of
2 2009; is that correct?

3 A Uh-huh, yes. Correct.

4 Q And you purchased that business from Mr. Gaddy?

5 A Yes.

6 Q Okay. How did you come to learn about that
7 business being sold? How did you learn that Mr.
8 Gaddy was interested in selling the business?

9 A My brother used to pass from there and he saw the
10 property.

11 Q I'm sorry, say that again.

12 A He used to pass by there, you know, and he saw
13 the property vacant, and he got in touch with
14 Mr. Rishmawi and, you know.

15 Q Okay.

16 A Then Mr. Rishmawi, I don't know whether he
17 contacted Mr. Gaddy.

18 Q Okay. So your brother would pass by the store
19 frequently ---

20 A Yeah.

21 Q ---and saw that it was vacant?

22 A Yes.

23 Q And then in turn got in touch with Mr. Rishmawi?

24 A Yeah, they was talking and they mentioned the
25 property that they see.

PW - I. ABUAITA - DIRECT

- 1 Q Now at that time had you all owned or operated
2 any businesses or convenience stores that belonged
3 to Mr. Rishmawi?
- 4 A No, we was leasing Little Fisher from
5 Mr. Rishmawi.
- 6 Q You all were leasing the -- you said a restaurant
7 or a gas station?
- 8 A It's a convenience store.
- 9 Q Convenience store?
- 10 A Yes.
- 11 Q And it's called Little Fisher?
- 12 A Yes.
- 13 Q And where is it located?
- 14 A On 378.
- 15 Q And how long had you and your brother been
16 leasing that business from Mr. Rishmawi?
- 17 A Like two years.
- 18 Q Okay.
- 19 A Two or three.
- 20 Q All right. So your brother had a conversation
21 with Mr. Rishmawi and that as a result you all
22 entered into this agreement with Mr. Gaddy?
- 23 A Uh-huh.
- 24 Q Is that correct? Make sure, sir, if you can make
25 sure to give me a verbal response. She's going to

PW - I. ABUATTA - DIRECT

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

5 A Okay.

6 Q Okay, thank you. Now we've also seen exhibits in
7 the case that indicate that the purchase price was
8 \$500,000?

9 A Yes.

10 Q Is that correct?

11 A Yes.

12 Q All right.

13 A Correct.

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

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

20 Q Okay.

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

23 Q Okay.

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

PW - I. ABUJAITA - DIRECT

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

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

5 A MECO.

6 Q MECO?

7 A MECO, Florence.

8 Q MECO in Florence?

9 A Uh-huh.

10 Q Is that a yes? MECO in Florence?

11 A Yes.

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

14 A Yes, ma'am.

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

17 A Yes.

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

21 A Yes.

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

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

PW - I. ABUAITA - DIRECT

- 1 Q Who was the contractor, the contractor?
- 2 A TRACO.
- 3 Q TRACO?
- 4 A Yeah.
- 5 Q T-R-A-C-O?
- 6 A Uh-huh.
- 7 Q Is that a yes?
- 8 A Yes.
- 9 Q And so Mr. Rishmawi put you into contact and your
- 10 brother, in contact with people who could handle the
- 11 construction part of it?
- 12 A Yes.
- 13 Q All right. Now in exchange for him giving you
- 14 the contact names and the numbers for MECO, to do
- 15 the dispensers ---
- 16 A Yes.
- 17 Q ---and for TRACO to do the construction, did he
- 18 charge you anything for giving you that information?
- 19 A No.
- 20 Q Okay. Was he essentially trying to help you all
- 21 out?
- 22 A Yes.
- 23 Q All right. Now if you signed a contract in
- 24 January of 2009 how long after that was Lake City
- 25 Exxon open for business? How long did it take you

PW - I. ABUJITA - DIRECT

1 all to complete with construction with the
2 dispensers and any improvements that you made?

3 A I think we opened back in March.

4 Q In March?

5 A Yes.

6 Q Okay.

7 A If I'm not mistaken, you know, I got through with
8 that.

9 Q Okay, all right. And how much money did you all
10 spend for the repairs, the improvements, and for the
11 dispensers?

12 A I'm not sure.

13 Q Okay. But more or less---

14 A It was a lot of money.

15 Q More or less than fifty thousand dollars?

16 A No, it's more than fifty.

17 Q Now where did you all get this money from? Did
18 somebody give you the money to make these repairs or
19 those -- was that your money and your brother's
20 money to make the repairs and ---

21 A We borrowed money and we wrote checks.

22 Q You borrowed money and wrote checks?

23 A Yes, ma'am.

24 Q Okay, all right. Did you get any money from
25 Mr. Gaddy for the repairs or for the dispensers or

PW - I. ABUAITA - DIRECT

1 the canopy?

2 A No, nothing.

3 Q Did you get any money from Mr. Rishmawi for the
4 improvements, the repairs, the canopy, the
5 dispensers, the coolers, anything along those lines?

6 A No, he was helping us pay and we paid him back.

7 Q Okay, all right. Now one of the things that it
8 looks like you all were a part of was getting a fee
9 from Exxon to brand the store as an Exxon franchise.

10 A Yes.

11 Q Are you familiar with that?

12 A Yes.

13 Q How much money were you to receive from Exxon for
14 them to brand that store Exxon?

15 A I'm not sure, but we got first payment was
16 35,000.

17 Q \$35,000?

18 A Yes, uh-huh.

19 Q And what was that money used for?

20 A To upgrade the store, you know. You got to
21 change -- you got to order, you know, their sign
22 have to be, their canopy have to be their name on
23 the pumps, you know.

24 Q Okay, all right. Now did you all actually
25 receive that check from Exxon or did someone else

PW - I. ABUATTA - DIRECT

- 1 receive that check from Exxon?
- 2 A Somebody else received it.
- 3 Q Who received the \$35,000 check from Exxon?
- 4 A If I'm not mistaken Mr. Rishmawi.
- 5 Q Rishmawi?
- 6 A Rishmawi, yeah.
- 7 Q Did he then turn around and give that money back
- 8 to you and your brother?
- 9 A No, they pay it for the, for the canopy and the
- 10 coolers, and you know.
- 11 Q Okay.
- 12 A Yeah.
- 13 Q So Mr. Rishmawi used the \$35,000 that you all
- 14 were supposed to get from Exxon?
- 15 A Uh-huh.
- 16 Q To pay for the canopy and what else?
- 17 A The cooler, and I think -- I can't remember.
- 18 Q So you know for sure the canopy. You know for
- 19 sure the cooler. Just one cooler or two?
- 20 A Yes, it's a big cooler. It's a big cooler.
- 21 Q Okay, all right. Now do you know how much it
- 22 cost for Mr. Rishmawi to pay for the cooler and the
- 23 canopy?
- 24 A Yes.
- 25 Q How much did it cost?

PW - I. ABUATTA - DIRECT

1 A I don't know, I have to look at the invoice. I
2 don't know. I think the canopy is 18 something.

3 Q 18,000?

4 A Yes.

5 Q Okay. And what about the cooler?

6 A The cooler was 15, 16, I'm not, I don't know
7 either. I can't tell you. I got to look at the
8 papers. I'm not ---

9 Q Okay, all right. Did he pay for anything else --
10 when I say "he" I mean Mr. Rishmawi. Did he pay for
11 anything else in that store?

12 A No.

13 Q You're nodding your head. Is that a no?

14 A No. Yeah, no. I'm just trying to remember.

15 Q I understand. I understand.

16 A It's been a long time.

17 Q So we've got about 18,000 for the canopy and
18 about 15 to 16,000 for the cooler; is that correct?

19 A (No verbal response.)

20 Q Is that a yes?

21 A I can't -- like I told you, I can't, I can't give
22 you the exact numbers, you know.

23 Q Okay.

24 MS. BARR: Judge, may I approach the
25 witness?

PW - I. ABUAITA - DIRECT

1 THE COURT: Certainly.

2 BY MS. BARR:

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

5 A Uh-huh.

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

10 A This is just for the dispenser.

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

13 A All that dispenser.

14 Q Okay.

15 A This is from the TRACO, the contractor.

16 Q The contractor, okay.

17 A Yeah.

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

20 A To repair the property.

21 Q I'm sorry?

22 A To repair the property for the bathroom and take
23 ---

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

PW - I. ABUAIITA - DIRECT

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

5 THE COURT: Ms. Barr.

6 MS. BARR: Judge, I —

7 THE COURT: Rephrase your question.

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

9 BY MS. SHULER:

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

13 A Yes.

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

17 A Yes.

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

23 A What you mean? I can't understand.

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

PW - I. ABUAITA - DIRECT

- 1 paid for?
- 2 A No, he don't pay for it. He -- we pay for it.
- 3 Q You paid for that?
- 4 A But he contacted the contractor.
- 5 Q He contacted the contractor?
- 6 A Yeah.
- 7 Q Okay. And put you, your brother, in touch with
- 8 him?
- 9 A Uh-huh.
- 10 Q Is that a yes?
- 11 A Yes.
- 12 Q Okay. Now you and your brother, your brother's
- 13 name is Awni?
- 14 A Yes.
- 15 Q A-W-N-I?
- 16 A Yes.
- 17 Q And the two of you own the Lake City Exxon
- 18 together?
- 19 A Yes, ma'am.
- 20 Q Now I showed you another invoice and I believe
- 21 you told me that that was for the dispenser? All
- 22 those for dispensers?
- 23 A Yes.
- 24 Q Who paid the cost to have the dispensers
- 25 installed?

PW - I. ABUAITA - DIRECT

1 A We paid.

2 Q You and your brother?

3 A Yes.

4 Q Did Mr. Rishmawi ever tell you that you or your
5 brother owed him any money for being a consultant
6 and helping you and your brother to purchase the
7 Exxon store?

8 A No.

9 Q Did he ever tell you or your brother that -- when
10 I say "he" I mean Mr. Rishmawi -- that you or your
11 brother, or the business, owed him a fee for
12 allowing you to get in contact with the
13 representatives at TRACO and MECO?

14 A No.

15 Q Okay. Now I asked you about the branding or
16 licensing fee that Exxon allows for anyone who's
17 operating a convenience store under that brand name,
18 and you said the first one was for \$35,000?

19 A Yes.

20 Q Was there another check that came from Exxon?

21 A That's later, you know. That's nothing have to
22 do with the case, you know.

23 Q Okay. Does it, is it with regard to this store?

24 A Yeah, it's for the store, yeah, but...

25 Q Now did you and your brother receive that or did

PW - I. ABUAITA - DIRECT

1 Mr. Rishmawi receive that?

2 A No, me and my brother.

3 Q You and your brother received that, okay.

4 MS. BARR: Beg the Court's indulgence.

5 THE COURT: Yes.

6 BY MS. BARR:

7 Q Quick question, sir, does the company you and
8 your brother own, do you all purchase fuel from
9 Mr. Rishmawi?

10 A No.

11 Q And you all get your fuel from separate supplier
12 or separate carrier?

13 A Yes, uh-huh.

14 Q Have you ever purchased fuel from Mr. Rishmawi?

15 A No.

16 Q Do you know the businesses that Mr. Rishmawi
17 owns, any other convenience stores that Mr. Rishmawi
18 owns?

19 A I don't know.

20 Q You mentioned the Little Fisher?

21 A It's like a family business but I don't know if
22 he owned it or not.

23 Q All right. You mentioned the Little Fisher ---

24 A Yes.

25 Q ---convenience store?

PW - I. ABUJAITA - CROSS

1 A Yes.

2 Q Okay. Have you ever seen any fuel trucks when
3 you go by the family owned business that Mr.
4 and Ms. Rishmawi has?

5 A What you mean, I cannot...

6 Q The fuel trucks with the company logo on it, have
7 you ever seen any of those parked at the business
8 that Mr. Rishmawi's family owns?

9 A I can't answer this. I can't understand. What
10 kind of fuel truck, their fuel truck?

11 Q Did you ever see a fuel truck that had G&S
12 Transport on it that Mr. Rishmawi or his family
13 owned?

14 A They be parking at the Coward Truck Stop, I don't
15 know.

16 Q They park at Coward Truck Stop?

17 A Uh-huh.

18 Q Is that a yes?

19 A Yes.

20 Q Okay. Sir, I believe that's all the questions I
21 have. Hold on, please answer any questions
22 Ms. Shuler or the judge have for you. You're not
23 out of the hot seat just yet.

24 THE COURT: Ms. Shuler.

25 MS. SHULER: Thank you, Your Honor.

PW - I. ABUAIITA - CROSS

CROSS-EXAMINATION

1
2 BY MS. SHULER:

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

6 A Uh-huh.

7 Q Is that a yes?

8 A Yes.

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

11 A Yes.

12 Q And it was in really bad shape?

13 A Yes.

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

15 A Yes.

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

18 A Yes.

19 Q You did have the money?

20 A No, no.

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

23 A Yes.

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

PW - I. ABUAITA - CROSS

- 1 A Yes.
- 2 Q He loaned it to you guys?
- 3 A Yes.
- 4 Q And you guys later on down the road repaid him,
- 5 right?
- 6 A Yes.
- 7 Q And the repairs that were done on the store, it
- 8 was in excess you said of fifty thousand dollars,
- 9 right, the value?
- 10 A It's more I think.
- 11 Q Okay. Now the coolers, do you remember what
- 12 company put those coolers in?
- 13 A The guy's name is Henry. I don't know what's his
- 14 company.
- 15 Q Okay. Does the name Dixon Coolers sound
- 16 familiar?
- 17 A Dixon Coolers, yes, yes.
- 18 Q So Dixon Coolers put the coolers in?
- 19 A Yes.
- 20 Q And Mr. Rishmawi loaned y'all the money to pay
- 21 for that, right?
- 22 A He paid direct.
- 23 Q I'm sorry?
- 24 A He paid him direct, you know.
- 25 Q He paid him directly?

PW - I. ABUATTA - CROSS

- 1 A Yeah.
- 2 Q Okay. And the canopy was in bad shape and
- 3 Mr. Rishmawi paid for that, got that set up, right?
- 4 A Yes.
- 5 Q The dispensers, y'all call what we call gas pumps
- 6 dispensers, right?
- 7 A Yes.
- 8 Q And the dispensers that were there needed to be
- 9 upgraded, right?
- 10 A Yes.
- 11 Q Because the way that it was set up you would have
- 12 had to have four types of fuel, right?
- 13 A Yes.
- 14 Q You would have had to have 87, and 89 and 93 and
- 15 kerosene, right?
- 16 A Yes.
- 17 Q But by upgrading the pumps you only had to have
- 18 three types of fuel then, right?
- 19 A Yes.
- 20 Q 'Cause then you can have the 87, 93, and that
- 21 mixes to do the 89, right?
- 22 A Yes.
- 23 Q And then you had kerosene?
- 24 A Yes.
- 25 Q And so that saves you money on insurance

PW - I. ABUJAITA - CROSS

1 premiums, right?

2 A Insurance?

3 Q By upgrading you had saved money on your
4 insurance premiums, right?

5 A Yes, yes.

6 Q And then you saved money on the fuel that you buy
7 too, right?

8 A The fuel I buy?

9 Q The fuel that you supply to your customers, you
10 save money on that by upgrading those dispensers,
11 right, because you don't have to stock the three
12 types of gasoline anymore?

13 A Yes. Yes, okay.

14 Q Does that make sense?

15 A Yeah.

16 Q Okay. And it took y'all at least six weeks to
17 get the store up and running?

18 A More than six weeks.

19 Q More than six weeks. So it's not incorrect for
20 me to say it took y'all at least six weeks, right?

21 A Yes.

22 Q But nonetheless you took, y'all took a store that
23 was in really bad shape and got it up and running
24 and ready to operate in over six weeks, less than
25 two months, right?

PW - I. ABUATTA - CROSS

- 1 A Yes.
- 2 Q And now you guys pay mortgage payments every
- 3 month to Mr. Gaddy, right?
- 4 A Yes.
- 5 Q Y'all got a deed in your name about two years
- 6 ago?
- 7 A Yes.
- 8 Q Y'all did a real estate closing at that point,
- 9 right?
- 10 A Yes.
- 11 Q And you guys insisted on that, right?
- 12 A Yes.
- 13 Q That was something that y'all went to Mr. Gaddy
- 14 and said we need the deed in our name, right?
- 15 A Yes.
- 16 Q And that was about two years ago?
- 17 A Yes.
- 18 Q So you got the contract in 2009 so about 2013 is
- 19 whenever y'all had the real estate closing, right?
- 20 A Yes.
- 21 Q But y'all have made your monthly payments every
- 22 month since 2009?
- 23 A Yes.
- 24 Q About 52 hun-- just under \$5200?
- 25 A Yes.

PW - I. ABUAITA - CROSS

1 Q The first two monthly payments Mr. Rishmawi paid
2 for you guys, right?

3 A Yes.

4 Q Your store is doing really well now; isn't it?

5 A It's good, not bad. Yes.

6 Q You're blessed, right?

7 A Yes, yes.

8 Q Y'all sell the most lottery tickets in the area,
9 right?

10 A Yes.

11 Q Y'all were on that list for the most lottery
12 tickets sold in the area?

13 A That's okay, I don't know.

14 Q And you guys sell a lot of beer now too; don't
15 you?

16 A Yes, ma'am.

17 Q Sell more beer than the IGA?

18 A Oh, my God.

19 Q You guys have a good business now?

20 A We have a good business, yes, ma'am. Thanks to
21 God we're blessed, okay.

22 Q You do a good business. You and your brother,
23 like you said earlier, didn't have the money alone
24 to pay for the renovations and Mr. Rishmawi worked
25 with y'all to tell y'all what you needed to do to

PW - I. ABUATTA - CROSS

- 1 make the store a successful store, right?
- 2 A Yes.
- 3 Q And because of him you were able to make the
- 4 mortgage payments, right?
- 5 A Yes.
- 6 Q Got the store up and running, right?
- 7 A Yes.
- 8 Q And now you're blessed?
- 9 A Yes, ma'am.
- 10 Q Right?
- 11 A Yes.
- 12 Q Now the check from Exxon that you guys got for
- 13 branding, for contracting with Exxon, that money you
- 14 said went to Mr. Rishmawi, right?
- 15 A Yes.
- 16 Q Now he didn't pocket that money and use it for
- 17 himself, did he?
- 18 A I don't think so.
- 19 Q Okay, 'cause somebody made the payments for the
- 20 repairs on your store?
- 21 A Yes.
- 22 Q Have you ever had G&S Transport deliver fuel for
- 23 your company.
- 24 A No.
- 25 Q Okay. So G&S Transport has never delivered fuel

PW - I. ABUATTA - REDIRECT

1 to your Exxon station or the Little Fisher?

2 A No.

3 Q Who delivered fuel for you whenever you were
4 running the Little Fisher? Who was your normal
5 supplier or normal delivery company?

6 A It was BE&T fuel, then after that JH Seale.

7 Q JH Seale?

8 A Yes.

9 Q Did you pay JH Seale directly for your fuel?

10 A Yes.

11 Q Okay.

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

14 THE COURT: Yes.

15 BY MS. SHULER:

16 Q Whenever your store purchased the gas from
17 Mr. Seale, G&S Transports didn't ever deliver that
18 to your stores?

19 A Maybe once or...

20 Q Okay. So they have delivered fuel G&S Transport
21 has delivered fuel for one of your companies in the
22 past, right?

23 A Yeah, but it's JH Seale, you know. The deal was
24 JH Seale. We don't know how the G&S. We just see
25 the trucks parking outside. They say JH Seale

PW - I. ABUATA - REDIRECT

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

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

4 A Yeah.

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

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

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

10 THE COURT: Any redirect?

11 MS. BARR: Just a couple, Judge.

12 **REDIRECT EXAMINATION**

13 BY MS. BARR:

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

21 A Yes.

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

25 A Yeah, uh-huh, yes.

PW - I. ABUJITA - REDIRECT

1 Q So you, the business, you -- neither you, your
2 brother, or the business owed Mr. Rishmawi any money
3 for the mortgage payments that he initially made to
4 Mr. Gaddy for you?

5 A No.

6 Q Okay, all right. And you testified previously
7 that you've known Mr. Rishmawi for a long time?

8 A Yes.

9 Q The first time you knew Mr. Gaddy was when you
10 all went to purchase the Exxon in Lake City? Is
11 that the first time you met with him?

12 A Met who?

13 Q Mr. Gaddy?

14 A Yeah, by Mr. Issa, we don't know Mr. Gaddy.

15 Q You didn't know him, he wasn't a friend of yours?

16 A No?

17 Q He was just somebody you bought a store from?

18 A Yes.

19 Q Okay. So when you are deciding to purchase the
20 business who are you relying on? Whose counsel are
21 you seeking? Who are you looking to kind of help
22 guide you through that process?

23 A I say Mr. Issa.

24 Q You're looking for Mr. Rishmawi to guide you and
25 your brother through that process?

PW - I. ABUJAITA - REDIRECT

1 A Yeah.

2 Q Okay. Other than this purchase of Lake City
3 Exxon and operating Little Fisher that you leased
4 from Mr. Rishmawi, did you and your brother have any
5 other experience in the convenience store business?

6 A Yes.

7 Q Okay, you did have prior experience?

8 A Yeah. When we bought Lake City Exxon?

9 Q Yes, sir.

10 A Yeah.

11 Q Did you have any experience before you bought ---

12 A Yeah, we had another convenience store, yeah.

13 Q No, I mean before you purchased the Lake City
14 Exxon from Mr. Gaddy in January of 2009, did you
15 have any other experience in the convenience store
16 business?

17 A Yes.

18 Q Where? From where?

19 A We got a store in Benedict, South Carolina.

20 Q Okay. You told me that you and your brother have
21 paid Mr. Rishmawi all the money that you owe him for
22 the mortgage payment. What about any money that he
23 paid on your behalf or gave to you for repairs on
24 improvements to Lake City Exxon store, have y'all
25 paid that back?

1 A Yeah.

2 Q Don't owe him anymore money for improvements?

3 A No.

4 Q Were you aware that Mr. Rishmawi was receiving
5 money each month from Mr. Gaddy after you purchased
6 the ---

7 A Did I know?

8 Q Yes, did you know?

9 A No.

10 Q When is the first time you learned about that?

11 A Yesterday.

12 Q Yesterday was the first time?

13 A (No verbal response.)

14 Q Is that a yes?

15 A Yes.

16 Q And when you and your brother went to Mr. Gaddy
17 and said you all wanted a deed to the store, did he
18 sign the deed?

19 A Yes.

20 Q He gave you the deed?

21 A Yeah, we did the closing here.

22 Q That's all the questions I have. Thank you, sir.

23 THE COURT: Any recross?

24 MS. SHULER: Nothing further from the
25 Defense, Your Honor.

PW - G. RISHMAWI - DEPOSITION

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

7 BY MR. SABB:

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

10 A My wife and my kids.

11 Q What are their names?

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

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

16 A I don't own the Dollar and More.

17 Q You don't have any shareholder interest?

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

19 Q All right, sir, if you will go to page 7. My
20 question will begin at line 5 and the answer at line
21 14 and then we'll go to another page after that.

22 "Now by agreement we designated the location in
23 which we are now sitting as a location of the
24 deposition so I didn't read that out loud because
25 that changed since the notice of deposition was

PW - G. RISHMAWI - DEPOSITION

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

6 A Yes, ma'am.

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

14 A All right.

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

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

PW - G. RISHMAWI - DEPOSITION

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

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

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

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

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

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

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

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

19 A Uh-huh.

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

22 A Yes, ma'am.

23 Q All right. What else?

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

PW - G. RISHMAWI - DEPOSITION

1 Q "What are the names of the two corporations for
2 Coward's Truck Stop?"

3 A "Southside and Dollar and More. Then I own
4 Little Fisher and this is strictly Dollar and More.
5 And I already mentioned that in the first question
6 you asked. But the address on this one is 2105 Half
7 East Myrtle Beach Highway, Hemingway. I did buy
8 that property two years ago and it's mine. There's
9 no store on it now. I'm building a new one. That
10 gives you all and we own a lot of one half acres on
11 Highway 52 and I don't have the address on that."

12 Q Okay, good. Finish that one. "It is in Coward?"

13 A "It is in Coward."

14 Q Okay, good. Now if we can just go to the next
15 page please, and which is page 10. And I will start
16 my question at line 3. "I believe that before the
17 break you were telling us that you have a vacant lot
18 that is an acre-and-a-half in Coward on Highway 52?"

19 A "Yes."

20 Q "What else?"

21 A "And we have G&S Transport Corporation and my
22 corporation owns half of that. It's a partner with
23 another corporation."

24 Q "Who is the other corporation?"

25 A "GAC Corporation, GAC Investments."

PW - G. RISHMAWI - DEPOSITION

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

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

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

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

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

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

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

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

21 A "Ten days to two weeks maybe."

22 Q "When did you close it for renovations?"

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

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

1 LLC?"

2 A "Dollar and More and GAC."

3 Q Thank you, sir.

4 MR. SABB: Thank you, Your Honor.

5 THE COURT: Ms. Shuler, is there any areas
6 of the deposition that you want to have published?

7 MS. SHULER: No, Your Honor.

8 THE COURT: All right, you may step down.
9 Mr. Sabb.

10 MR. SABB: Judge, if Your Honor please,
11 the plaintiff would rest its case at this time.

12 THE COURT: All right, thank you.

13 Ladies and gentlemen, we have a few
14 matters of law to take up with the attorneys. If
15 you will please go back to your jury room for just a
16 few minutes. Please do not discuss anything about
17 the case.

18 (WHEREUPON, the jury was removed from the
19 courtroom at 11:08 a.m.)

20 THE COURT: Mr. Sabb, Ms. Barr.

21 MR. SABB: We'd love to ask for directed
22 verdict on the issues as relates to our claim
23 against Mr. Rishmawi, but that would be the only
24 thing that we would hesitantly ask the Court to
25 consider.

1 THE COURT: Ms. Shuler.

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

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

13 MS. SHULER: To Mr. Rishmawi individually?

14 THE COURT: Uh-huh.

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

25 THE COURT: Well, did the gasoline just

1 vanish? What happened to the gasoline?

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

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

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

24 THE COURT: Ms. Barr.

25 MS. BARR: Judge, and I think we

1 stipulated earlier, perhaps not on the record.

2 THE COURT: Mr. George would be out.

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

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

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

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

11 THE COURT: Yes, ma'am.

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

1 and Dollar and More.

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

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

8 THE COURT: All right, very good.

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

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

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

17 MS. SHULER: Yes, Your Honor.

18 THE COURT: You may call your first
19 witness.

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

22 THE COURT: Come forward please and be
23 sworn.

24 WHEREUPON,

25 **GEORGE RISHMAWI,**

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

3 THE CLERK: Please step around to the
4 witness box.

5 **DIRECT EXAMINATION**

6 BY MS. SHULER:

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

9 A Issa Rishmawi.

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

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

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

15 A Ever since I remember, since 1980 something.

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

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

21 Q Where were you born?

22 A In Bethlehem.

23 Q And you moved here when?

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

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1 Q And you've been working in the United States
2 since that time?

3 A I went to college for the first four years and
4 then I started business. It's a little bit more
5 profitable than working for people.

6 Q Where did you go to college?

7 A In Spokane, Washington.

8 Q What school?

9 A It's a real good school. It's a Presbyterian
10 College. It's a private one.

11 Q Do you, are you married?

12 A Yes, ma'am.

13 Q What's your wife's name?

14 A Betty.

15 Q Do you have any children?

16 A I have four.

17 Q Okay. And what are your children's names?

18 A I have two boys and two girls: George and
19 Johnny, and I have two girls, Candy and Deanne.

20 Q And you have a handful of grandchildren too;
21 don't you?

22 A I got three now and two more on the way so it's
23 time, it's coming.

24 Q You've been in the convenience store business for
25 how long?

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1 A Probably since 1975, '74.

2 Q So for about 40 years?

3 A Almost, yes, ma'am.

4 Q Do you have any ownership interest in any
5 corporations?

6 A No, ma'am, I don't. I don't expect myself to
7 live too long so I keep things in my wife and kids'
8 name as much as I can. I don't think they're gonna
9 throw me away; I think they'll keep me around. So
10 I'm not interested what they do legally; this is
11 fine.

12 Q What corporations do your family members have
13 ownership interest in?

14 A We own Dollar and More, Inc., which is an
15 incorporated business. It's not an LLC. It's an
16 incorporated which means it's a small corporation
17 what they call larger corporations which means you
18 can have it in your family within three, four
19 people. These three or four people decide what they
20 want to do with it. They designate who is their
21 agent. They designate who is the president. They
22 designate who the vice president and whoever can
23 conduct the business in that name.

24 Q Okay. What's the name of the businesses that
25 your family has ownership interest in?

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1 A As of today or as of the time of the court?

2 Q As of today.

3 A As of today. As of today Dollar and More only
4 owns — well, we don't own, we receive payments. We
5 sold it. There's a church in Kingstree here; it's
6 Word of God Church. And we sold it to the church
7 because we were planning to do something with it,
8 but then a preacher in Kingstree approached me and
9 he says I'd like to put my church in there. I told
10 him if you want it you can have it so I sold it to
11 him. At the time that was probably eight, nine
12 years ago. And that stayed like that so it's almost
13 paid for, maybe a third of it. So actually we still
14 own it till he finish paying. And I own Little
15 Fisher Store which is a newly remodeled store. We
16 put up a new building just in the last two years,
17 and we have a beautiful store. And we also have
18 ownership in two other stores or two other
19 businesses which is Southside and G&S Transport
20 Corporation.

21 Q When you say "we" who are you talking about?

22 A My family.

23 Q All right.

24 A Dollar and More, excuse me, because they
25 designate me to talk to them and to talk on their

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

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

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

9 Q So whenever you say "we," it's because you are
10 ---

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

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

17 A As shares I do not.

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

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

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

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1 A I was on the taxes of the corporation been done
2 every year.

3 Q Okay, you don't get paid now but you did?

4 A No, I'm actually retired. I'm not supposed to
5 work so I have all the time you want me to do I want
6 I can do.

7 Q Let's talk about the Lake City Exxon Station.
8 You're familiar with the Lake City Exxon Station,
9 right?

10 A Yes, ma'am.

11 Q How did you come to find out that that's -- did
12 you at some point in time know that that store was
13 available for purchase?

14 A If you will please, I can tell you the story and
15 then you can try to ---

16 Q Well, if you'll answer my question.

17 A I did not know nothing about it.

18 Q Okay. How did you -- at some point in time did
19 you come to find out that it was available for sale?

20 A Yes, ma'am.

21 Q How did you find out that it became available?

22 A Mr. Gaddy came to my store in Kingstree. I owned
23 a store in Kingstree. At the time he came with
24 Mr. Brown, a real estate agent, and he told me he
25 wanted to see me. I didn't even know Mr. Gaddy.

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

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

12 A Yes, ma'am.

13 Q Did you believe it was worth a million dollars?

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

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

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

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

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

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

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

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

18 Q Okay, so did you ---

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

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1 build whatever you want on it, it's not good for us.

2 Q Okay.

3 A But we're willing to pay five hundred thousand
4 dollars for it.

5 Q Who was willing to pay five hundred thousand
6 dollars for it?

7 A The Abuaita brothers because I have discussed it
8 with them and I told them the store, if you fix it
9 and you pay up to five hundred thousand dollars for
10 it, it's not gonna be too bad, it will bring the
11 money back in less than two years.

12 Q What was the agreement as you understood it, the
13 purchase price and what would your role be in that,
14 if any?

15 A Okay. When me and Mr. Gaddy spoke about this
16 deal he said, I'll go for five hundred thousand
17 dollars. I told him we'll go with five hundred
18 thousand dollars but this store needs at least three
19 good months to work so what are you willing to offer
20 in order to do that somebody, me, or anybody else.
21 He says what you think? I told him I think fifty
22 thousand dollars for somebody to do all the work in
23 the store as services for Gaddy to make sure that
24 store, that store sells, that would be worth it. If
25 you don't think it's worth it we don't have a deal.

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1 Q So the agreement was that somebody needed to do
2 some work, in exchange for that work Mr. Gaddy would
3 pay 50,000-dollars?

4 A All -- we're not talking about work that he has
5 to pay for any work. He has to pay me \$50,000 to
6 get the proper people to bring the store up to the
7 point it can sell for 500,000.

8 Q So he was paying you for your services as a con--
9 as a person in ---

10 A Whatever you want to call it. I mean, he call it
11 something, I call it something. This is my
12 business. I take old stores, I renovate them, and I
13 charge people for doing it if they want to keep the
14 store. If they want to sell the store, that's fine;
15 they pay me, they sell the store. So that's what
16 the agreement was. But Mr. Gaddy said, I don't have
17 no money to pay you. I told him, okay, then my
18 people, I trust them, they will make the payment to
19 you every day. If they don't, I will, and you will
20 get all your money. In the meantime you can pay me
21 every time they pay you ten percent of your payments
22 so you're done in ten years so you don't have to
23 lose or gain anything; you get your money and I get
24 mine. It's that simple.

25 Q Were you getting a real estate commission?

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

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

7 A Yes, ma'am.

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

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

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

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

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

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

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

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

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

12 Q Who put the coolers in?

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

19 Q Who put those coolers in?

20 A Dixon Refrigeration.

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

24 A Yes, ma'am.

25 Q Who did that work?

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- 1 A TRACO, it's a construction company.
- 2 Q Who put the Abuaita Brothers in touch with TRACO?
- 3 A I don't think they even talked to them. I did
- 4 all the talking. I sent everybody there to do
- 5 whatever needed to be done. I was in the store with
- 6 them for the first three months to make sure that
- 7 store starts and get ready and open. I don't know
- 8 if they have enough experience with construction
- 9 people. You have to hound them to get an
- 10 electrician over there. You can't just call them
- 11 and say, okay, let's do it, and they do it. I mean,
- 12 in South Carolina you need to have no gall bladder
- 13 at all to get something done. You have to be pushy
- 14 all the time.
- 15 Q Who put the Abuaita Brothers in touch with the
- 16 cooler company?
- 17 A I did.
- 18 Q Okay. Did you deal with the cooler people or did
- 19 the brother, Abuaita Brothers deal with the people?
- 20 A No, I dealt with everybody that did all that work
- 21 in that store.
- 22 Q Who put in the new dispensers?
- 23 A MECO of Florence.
- 24 Q Who dealt with MECO?
- 25 A I did.

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1 Q Why were you dealing with TRACO, MECO, and Dixon?

2 A Well, the experience of my friends and my cousins

3 -- I mean, I call them my cousins because we're from

4 the same area over there. We were all -- I knew

5 them from when they were born, all of them. I know

6 their daddy, I know everybody. I really didn't

7 think they know enough and how to do things with the

8 right price because I've done it all my life. I

9 know how to handle construction people and Dixon

10 Refrigeration put up 20 refrigerators for me in the

11 past two years. I know I can get them to do the

12 right thing.

13 Q How many hours did you spend working in the store

14 getting it up and ready to run?

15 A I believe we stayed there at least four hours a

16 day for the first three months to get it ready.

17 Q How long did it take you and the brothers to get

18 the store ready to open to the public?

19 A I really can't remember exact dates but I know

20 it's more than two months. Maybe a week before or

21 week after, but it was, I mean, it was a lengthy

22 period of time 'cause we actually started all over,

23 new. All we used was outside walls.

24 Q Did you ever loan them any money? Did you ever

25 loan the Abulaita brothers any money?

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

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

12 A I believe all the -- I believe all the
13 improvements that we did you can probably mark them
14 down and I can tell you almost a round dollar
15 figure. We have 70,000-dollars for MECO. We have
16 20,000-dollars for Dixon, about 18,000-dollars for
17 TRACO, and you have maybe 30, 32 or 33 for the
18 canopy and sign, electric sign that they had Dixon
19 put in the facing on. And a lot of other little
20 small things but they were paying for that, you
21 know. I only handled the big things.

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

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

25 Q 20,000-dollars to TRACO?

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

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

6 Q And was that a real estate commission?

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

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

18 A I believe the Lake City Exxon store in my
19 judgment as a store and I know how they run it,
20 probably between gas and groceries and beer and
21 cigarettes, I think they do better than
22 300,000-dollars a month. And I believe they do
23 maybe, I mean, the lottery I can see the figures
24 because the lottery state people give us the figures
25 on a piece of paper for the number one or number two

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

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

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

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

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

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

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

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

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1 thousand dollars?

2 A Yes, ma'am, he did. He used to give me
3 518-dollars. After he gets his check from those
4 people he would give me my money. He did that for
5 maybe two-and-a-half years, maybe two and nine
6 months. And ---

7 Q How would he give you that money?

8 A He brings in cash every time.

9 Q Do you know why he was giving you cash?

10 A No, ma'am, that's what he wants to do. For me it
11 was a payment anyway; it didn't make any difference.

12 Everything I get I always deposit in a corporation
13 and I declare it on my taxes regardless who it come
14 from.

15 Q How would you get the money from him?

16 A He actually lived two blocks down from me so I
17 can just on my way home I stop by his garage. He
18 tell me the money is on the garage door. I go there
19 and I find an envelope taped on the outside garage
20 door like this with 518-dollars in it.

21 Q And he did that from the year that the store
22 sold?

23 A Yes, ma'am.

24 Q Is that right?

25 A From the first payment he did, he did that.

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1 Q Until May of 2012?

2 A I don't even think it's May. I'm not quite sure.

3 I was actually going to go to marry my daughter
4 overseas and I told him I'm going, if he can give me
5 a couple of months in advance. He said, I'll see
6 you when you get back, so I said okay.

7 Q How long did you stay gone?

8 A Forty days.

9 Q Do you know when your daughter got married?

10 A In June sometime of that year.

11 Q Okay, so was it in June?

12 A I think in May I asked him for a couple of
13 payments, and I don't know if he paid me or not; but
14 I think he told me -- I traveled in July because my
15 wife left in June ahead of me and we can't all leave
16 the store at the same time so I stayed working. She
17 was there a month ahead. The only two weeks we
18 stayed together over there is the two weeks of the,
19 you know, the ceremony and all that stuff. But she
20 came back and I stayed over there.

21 Q So you think the last payment was made was July
22 of 2012?

23 A No, ma'am. No, it wasn't -- July wasn't made. I
24 know July wasn't made 'cause I asked for it and I
25 never got it.

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1 Q So you did not get paid in July?

2 A Either July or, I mean, or June. I can't really
3 remember for sure.

4 Q So you think June or July was the last time that
5 — that May was the last time you received payment?

6 A In May I did receive the money, I know that, but
7 I don't know June or July.

8 Q Okay. What did you ask Mr. Gaddy about the
9 payments to you whenever you returned from marrying
10 off your daughter?

11 A He told me my attorney advised me that ---

12 Q Well, I don't -- you don't have to say what he
13 said but did you ask him about it?

14 A Yes, ma'am, I actually -- I asked him the next
15 week I came back. A lot of times he told me, he
16 said, Mr. Gaddy, his wife was sick and he would be
17 in Myrtle Beach and I really didn't want to pressure
18 him so I called him, leave him a message most of the
19 time. I know when he feels like answering he would
20 eventually he would answer it.

21 Q Did he ever indicate to you that he wasn't going
22 to pay you?

23 A He did the last time I spoke to him.

24 Q Okay. And as result of that what did you do?

25 A I didn't really do anything. There was nothing I

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1 could do.

2 Q Did you give him some time to change his mind?

3 A I asked him maybe two or three times after that.

4 Q And what ---

5 A We met actually in his office to talk about it.

6 He said, my attorney say I can't pay you.

7 MR. SABB: Objection, Your Honor.

8 THE COURT: Sustained, hearsay.

9 BY MS. SHULER:

10 Q As a result of your conversation with him what
11 did he lead you to believe?

12 A He led me to believe that he wasn't going to pay
13 me another penny.

14 Q Okay. How long did you give him to get straight
15 with you?

16 A I really didn't even argue with him. There was
17 no sense in arguing 'cause he sat on his mind and
18 the only way I could get it is if I beat him up and
19 I did not want to do that. I mean, I'm not in
20 business to do that.

21 Q So as a result of him not paying you what did you
22 do?

23 A Well, he tried to sue us for this load of
24 gasoline that he says that our drivers picked up.
25 We paid him all the way, even after June for, even

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

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

17 A Yes, ma'am.

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

22 A I never did that.

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

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

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1 Q And what did, did MECO do work at the Lake City
2 Exxon Store?

3 A Yes, ma'am, they did. According to this
4 quotation they replaced all four pumps and they
5 replaced all the fiber lines because the lines were
6 old, they had to be replaced. And they opened the
7 store and they put the new roofing system in there.
8 And they downloaded it with a computer and with
9 everything that needs to be done. I mean, it should
10 be all explanatory in the thing. If you want me to
11 read it I can read it.

12 Q How did the Abuaita Brothers get into contact
13 with MECO?

14 A Actually they didn't. I carried the quotation
15 with the man George, the agent, and I went to Awni
16 and he says really doesn't get into these things.
17 Awni, his brother, is the one that really handle the
18 financial matters. And he, I told him this is the
19 quotation and that's the best prices these people
20 can give you. Is that good enough for you? He
21 said, yeah, if you think it's good let it go.

22 Q Did you get a good price for the work from MECO?

23 A I think it was at least 20 percent cheaper than
24 what it is 'cause they, I mean, they really know me
25 good. Like, I just did this store with them like

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

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

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

8 Q And MECO put in dispensers, right?

9 A Yes.

10 Q Which ---

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

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

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

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

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

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

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

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

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

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

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

23 A No problem.

24 THE COURT: Mr. Sabb, cross-examination.

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

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1 Q That's right. We had to get the perfect price,
2 right?

3 A That's right, me and Abuaitya.

4 Q That's right? You came into this to negotiate on
5 behalf of the Abuaitya brothers?

6 A No, sir, that wasn't the case. The case was ---

7 Q Well, ---

8 A I negotiated that deal with Mr. Gaddy and I give
9 him the offer as me buying the store, whether they
10 bought it or not. I would buy it, but they said
11 they're interested so I told them you have this
12 ready for you on the table.

13 Q And that's another point and I guess I'm gonna
14 fast forward to it, you were interested?

15 A Of course, I was.

16 Q Right. And the reason why it was easy for you to
17 sign the guarantee is because if the Abuaitya
18 brothers didn't pay, you could buy it for the same
19 five hundred thousand dollars?

20 A No, I just finished the papers. That's how it
21 go.

22 Q Well, no, that's not how it go. You wouldn't pay
23 five hundred dollars and get nothing in return,
24 would you?

25 A No, sir, the price of it was 450,000. He and Mr.

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1 Gaddy ---

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

4 A I understand.

5 MS. SHULER: Objection, Your Honor.

6 THE COURT: Overruled.

7 THE WITNESS: I understand that.

8 BY MR. SABB:

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

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

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

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

20 Q Because it doesn't exist.

21 A Well ---

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

24 THE COURT: Yeah, let him finish his
25 sentence.

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1 MR. SABB: I apologize, Judge.

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

9 BY MR. SABB:

10 Q No, sir.

11 A Okay.

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

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

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

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

20 Q Okay.

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

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1 Q I see.

2 A I had six line of credits with six different
3 companies.

4 Q Okay, you know, I was curious about why when
5 Mr. Gaddy made fifty dollars one month and then he
6 made 270-dollars another month, I was wondering why
7 you all were emphasizing that so much. So let me
8 get -- make sure I'm clear. So he wanted to -- you
9 to use his credit?

10 A Yes, sir.

11 Q So that he could make -- I think he made
12 50-dollars one month, 270-dollars another month.
13 How much money do you think he made in toto by
14 letting you use his credit?

15 A The verbal agreement with us was ---

16 Q Would you answer my question please. I don't
17 mind you explaining.

18 A I'm gonna lead to that if you don't mind. The
19 verbal agreement was we pay him a dollar a gallon.
20 So if you look at all the sites, you look at the
21 gallons you'll see a dollar against the gallon
22 exactly the same. And we deposit that money for him
23 every time we had bought a load from him.

24 Q A dollar a gallon?

25 A Yes, sir.

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1 Q You paid Mr. Gaddy a dollar a gallon?

2 A We paid him -- we paid him like 80, 90-dollars.

3 I mean, not dollars a gallons, I'm sorry, I -- I

4 meant that I had to pay him -- if it's

5 33,000-dollars it's like 8,000 gallons we would give

6 him 80-dollars. It's like ten cents a gallon. But

7 that's, I mean, it was just simple that we are going

8 to pay him for doing that. I apologize, I made a

9 bad calculation. It's like more ten cents gallon,

10 let's say it this way.

11 Q Well...

12 A And you didn't ask me how much the money

13 translated to.

14 Q Yeah.

15 A His line of credit would only allow us in ten

16 days to pull a hundred thousand dollars. That's

17 three tankers. It wouldn't allow us to pull no

18 more.

19 Q Say what now?

20 A His line of credit allows you to pull three

21 tanks, a hundred thousand dollars worth of fuel. We

22 could not pull more than a hundred thousand on his

23 line of credit until the next time come after ten

24 days and you make the payment, then you can pull

25 again. So in a month time you're allowed to pull,

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

5 Q Whose price wasn't the best?

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

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

9 A No ---

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

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

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

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

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

24 A I don't ---

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

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- 1 A Well, I'm not gonna call it exactly run. As I
2 explained, in the declaration of our corporation I'm
3 the acting agent. I'll do the advising. The kids
4 pay me for my expertise. They actually run the
5 businesses and they do it. I do not sit on the
6 phone and ask for a tank of gas. I simply give them
7 advice of what they can do.
- 8 Q You organized these companies; didn't you,
9 Mr. Rishmawi?
- 10 A Yes, I did.
- 11 Q And you organized them in somebody else's name
12 for several reasons; isn't that right?
- 13 A Not really, just for reason that I want to share
14 with my kids, I want them to be with me. I don't
15 want them to be out lost in the world so I give them
16 a business. When they feel like they own a business
17 they will work for it.
- 18 Q So it's nothing for you, everything for your
19 children at this point?
- 20 A I did not say that. My wife owns fifty of that
21 corporation.
- 22 Q Your children and your wife?
- 23 A Yes, sir. I said my wife. My wife is with me,
24 and she can handle everything else. I don't need to
25 own myself.

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1 Q All right. So several businesses own that you're
2 involved in, but you don't own them, your family
3 does?

4 A I'm the acting agent of Dollar and More which
5 owns portions of a lot of businesses out there.

6 Q Right.

7 A Part of the businesses my wife owns as a
8 shareholder fifty percent of that and the rest
9 belong to my kids, and I am the acting agent. This
10 is how designated in the estate?

11 Q And when you met with Mr. Gaddy about the
12 companies using his line of credit, did you explain
13 to him that Dollar and More, that my wife, my
14 children own everything?

15 A I did, and I told him that he would have to deal
16 with the man that's handling the dispatch, Saher, my
17 cousin that's over there in the other store. I
18 don't know the prices. I never made the holdings.
19 I never got the faxes. They all went to G&S in
20 Coward, which is the center for G&S Oil.

21 Q So you set it up and then others are involved so
22 at this point you have no idea where those
23 12,000-gallons of gas that Mr. Gaddy had to pay for
24 went; is that right?

25 A I don't think they -- I never seen the bill of

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1 lading to be presented to me. I never got his bill.
2 He gets his own mail.

3 Q Mr. Rishmawi, you didn't pay that bill because
4 you believe that he owes you 30 something thousand
5 dollars?

6 A No, sir. I paid him three bills after he did not
7 pay me and I can show you that on my own. If you
8 look, he did not pay me in May. He paid me the
9 first of June for the month of May. In the month of
10 June and July I still paid him more than
11 300,000-dollars worth of material and he knows that.

12 Q Show me your receipt book?

13 A I don't have it. Whatever his bank statement
14 says it's fine. I don't have a receipt book. You
15 can ask ---

16 Q Can I finish my question?

17 A Yes, sir.

18 Q All right. Show me your receipt book that
19 indicates the payments that he made to you?

20 A I can show you my tax records.

21 Q All right, show them to me.

22 A Okay. Next time I'll get them for you.

23 Q No, sir, there won't be a next time.

24 A Well you didn't ask me that you were going to ---

25 Q Well, you were supposed to bring all of those

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

9 A That's true.

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

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

22 Q All right.

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

25 THE COURT: You may.

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- 1 BY MR. SABB:
- 2 Q Mr. Rishmawi.
- 3 A Yes, sir.
- 4 Q You see that this is an answer and a
- 5 counterclaim?
- 6 A Yes, sir.
- 7 Q Right. And this answer and counterclaim is sent
- 8 to Gaddy Oil, Incorporated, the plaintiff.
- 9 A Yes, sir.
- 10 Q And their attorney, Ms. Gaddy?
- 11 A Yes, sir.
- 12 Q And of course, it has several pages, right?
- 13 A Uh-huh.
- 14 Q It says one of five.
- 15 A Yes.
- 16 Q There's a second defense, right?
- 17 A Okay.
- 18 Q On page 2. There's a third defense on page 2,
- 19 right?
- 20 A Yes, sir.
- 21 Q There's a fourth defense on page 2.
- 22 A Okay.
- 23 Q Right. And then it says as for a fifth defense
- 24 by way of counterclaim ---
- 25 A Yes, sir.

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1 Q ---a breach of contract. You see that?

2 A Yes, sir.

3 Q That's you suing Mr. Gaddy for your money.

4 A Okay.

5 Q Now, didn't it say on line 15, which is the third
6 line in this particular answer and counterclaim.

7 A Yes.

8 Q It says the gas station business in Lake City
9 needed some repairs and improvements to make the
10 station marketable.

11 A Right. Right.

12 Q Mr. Rishmawi provided the funds to make the
13 repairs in the amount of fifty thousand dollars?

14 A Okay.

15 Q I mean, no, not okay, that's what ---

16 A No, I see. I see ---

17 Q That's what the document says.

18 A I see what the documents but the repairs in here
19 is the wording of an attorney which I never did -- I
20 mean, you normally did those, you do these things.
21 We have don't have to read the last thing, but my
22 deposition in all the times that we did, I said I
23 never paid the fifty thousand. I said I use my
24 money to pay more than that much money in building
25 that station.

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1 Q Yeah, but what you didn't say is that you got all
2 your money back.

3 A I did say I got my money back. You just asked me
4 ---

5 Q You're not owed a dime.

6 A Do what now?

7 Q You're not owed a dime relating to any money that
8 you put in this business, ---

9 A That's not true.

10 Q ---are you?

11 A I got my money from the Abuaitas but I didn't get
12 the money from Mr. Gaddy.

13 Q Tell me one single bill you paid on this repair
14 that Mr. Gaddy owes you reimbursement on, one single
15 bill.

16 A There's no bill, sir. This again is a gentleman
17 agreement shake, we did it, and we sold the store
18 and if Mr. Gaddy is gonna say that he didn't, that's
19 another problem.

20 Q Mr. Rishmawi.

21 A Yes, sir.

22 Q My question is a specific one.

23 A Okay.

24 Q Show me one single repair bill that Mr. Gaddy
25 owes you reimbursement for?

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

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1 business yourself? Did you not say that?

2 A Of course. I'm still interested in it.

3 Q And did you not say that you would have bought it
4 for five hundred thousand dollars but the Abuaita
5 brothers wanted to buy it?

6 A No, I said I offered it to the Abuaitas. They
7 said we'll offer you 500,000. I came to Mr. Gaddy

8 ---

9 Q Stop.

10 A Okay.

11 Q One point. Okay, that's my point. That's my
12 main point.

13 A Okay.

14 Q That's my main point. When they offered to buy
15 this business for five hundred thousand dollars.

16 That was the offer, wasn't it?

17 A Can I finish the offer?

18 Q Answer the question first.

19 A Yeah, but -- no, no, no. You see, you ---

20 THE COURT: Answer the question and then
21 you may explain.

22 BY MR. SABB:

23 Q Answer the question please.

24 A Yes, sir, they did offer five hundred thousand
25 dollars providing -- can I finish now, Judge?

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- 1 Q Go ahead, go.
- 2 A That all these things were made by Mr. Gaddy.
- 3 Q Okay, now ---
- 4 A All the improvements should be made by Mr. Gaddy.
- 5 Q All right, stop there.
- 6 A I did.
- 7 Q All right. Let me just make sure we are all
- 8 understanding your point.
- 9 A Yes, sir.
- 10 Q Your point is, the Abuaity brothers now, said to
- 11 you that we will pay Mr. Gaddy five hundred thousand
- 12 dollars on the condition that Mr. Gaddy make certain
- 13 repairs. Is that your testimony?
- 14 A Yes, sir.
- 15 Q Now tell this jury specifically -- 'cause that's
- 16 the first time I heard that one.
- 17 A Well, I'm trying ---
- 18 Q Tell this jury specifically what repairs the
- 19 Abuaity brothers told you had to be made by
- 20 Mr. Gaddy.
- 21 A They really wanted the whole store renovated and
- 22 they would bring it back to par. They asked me what
- 23 needs to be done and I told them that what needs to
- 24 be gone is the coolers, what needs to be done is
- 25 more room for storage, and they need new compressor

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- 1 for cooler and they need to do the store. So I
2 saved him 70,000-dollars but hooking him up with
3 Exxon which only left about 60,000-dollars of their
4 money to have to put in and I told him this way you
5 all can get the deal going. And I did that a Mr.
6 Gaddy's agreement that he's gonna reimburse me fifty
7 thousand dollars for my work.
- 8 Q What did -- you ain't paid no money for no
9 repairs.
- 10 A I did, sir.
- 11 Q You got every penny back. Didn't you testify
12 earlier that you got every penny back that you paid?
- 13 A But I did pay and then I received it back from
14 them, whatever my part with them was finished.
- 15 Q Mr. Rishmawi, you can't have your cake and eat it
16 too on this. And if I'm confusing you or you're not
17 understanding my question, then I want you to tell
18 me that you didn't understand my question and I will
19 rephrase it 'cause I need to understand this with
20 you.
- 21 A Yeah, yeah, rephrase it please.
- 22 Q The store needed repairs.
- 23 A Yes, sir.
- 24 Q And you're telling this jury that the Abulaita
25 brothers told you that Mr. Gaddy needed to pay the

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

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1 A That's not their business. They don't owe it.

2 If they owed they paid it. And it's ---

3 Q It's not their business because this is just you.

4 A Of course, it's just me.

5 Q In trying to make fifty thousand dollars when
6 actually, but for taking advantage of a 76 year old.

7 MS. SHULER: Objection, Your Honor, as to
8 the characterization of taking advantage of a 76
9 year old.

10 THE COURT: He's on cross-examination.

11 I'm gonna give him latitude. Overruled.

12 BY MR. SABB:

13 Q And so when the papers that you filed in court
14 say that you're being reimbursed for expenses, those
15 papers are wrong, that's just lawyer stuff, right?

16 A No, sir, I just didn't give Mr. Gaddy a bill and
17 he never requested one from me.

18 Q Okay, hold on now. You're taking me around for
19 something else. Now what kind of bill you didn't
20 give Mr. Gaddy, a bill for what?

21 A To make sure all the repairs got done and
22 following up the repairs and paying for it because
23 he didn't want to pay for it; neither did the
24 Abuaita brothers. I'm the only one that paid for
25 it. And I have to charge him some money for using

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1 my money just like he charged me money for using his
2 credit. It's natural; nobody does nothing for free.

3 Q Whoa, whoa, whoa whoa, you've done shifted gears
4 on me. So now he needs to be paying you money for
5 you using your money?

6 A He's paying me money because I fix the store for
7 him so he can sell. Mr. ---

8 Q Okay, which one is it now? I just heard you say
9 that he needs to be paying you money because you
10 used your money just like you paid him money because
11 you used his credit. Didn't you just say that?

12 A Okay, I'm gonna rephrase what I'm ---

13 Q No, answer my question first?

14 A Ask it one more time.

15 Q If you don't mind please.

16 A One more time.

17 Q If you don't mind please.

18 A I'm not gonna answer ---

19 THE COURT: Sir, answer his question.

20 THE WITNESS: I'm trying to.

21 THE COURT: Well, you're interrupting him.

22 Don't do that anymore.

23 BY MR. SABB:

24 Q Mr. Rishmawi, I promise, I'm not gonna try to
25 talk over you or anything like that. I want to get

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

9 A Well, yes, I did.

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

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

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

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

21 Q So the Abuaitya brothers ---

22 A Yes, sir.

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

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1 A No, —

2 Q For use of your money I guess I should say.

3 A The Abuaita brothers, yes, sir, because the
4 Abuaita brothers are people that buying a business
5 trying to get in business without money they can't
6 operate. And Mr. Gaddy is getting money for a
7 closed store that could have been closed for two
8 more years. He needs to pay to get that thing
9 going. They don't need to do that. The buyers
10 always the one that gets the benefit, not the
11 seller. If he'd have fix that store he'd have got a
12 million dollars for it. He didn't want to do that.
13 He just chose to sell it like it is.

14 Q All right. Now is it your position that you all
15 didn't get those 12,000 gallons of gas? Is that
16 your position under oath here today?

17 A Yes, sir. I am under oath and I don't know what
18 happened to that gas, to which store it went, and
19 which store got delivered that gas.

20 Q All right.

21 A And if they find out or you find out, I'm always
22 open for any time you want me to leave, I'm in town.

23 Q Okay. Tell me ---

24 MR. SABB: Your Honor, for the record this
25 is Plaintiff's Exhibit Number 1.

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1 THE COURT: All right.

2 BY MR. SABB:

3 Q Mr. Rishmawi, do you agree with me that G&S
4 Transport is the one that used to pick up the gas
5 from the two terminals in north Augusta?

6 A Yes, sir.

7 Q And they picked up the gas for you?

8 A Not necessarily. They picked up the gas as per
9 instructions of each customer where to get the gas
10 and where to get the gas. You get the gas with a
11 credit card and you use the credit card of the
12 customer. They sign for the oil and they go
13 directly where the dispatcher send them.

14 Q Did they pick up the gas for the business, yes or
15 no?

16 A According to the bill, yes, they did.

17 Q All right. And I'm holding in my hand what's
18 Plaintiff's Exhibit Number 1 and I represent to you
19 that these are bank statements of Gaddy Oil. You're
20 familiar with them; aren't you?

21 A Yes, I am. I seen that.

22 Q And these statements contain several deposits
23 made by y'all's company for the payment of G&S
24 Transport; do they not?

25 A They do.

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1 Q And what I have in my hand, sir, is the July the
2 27th, 2010, bank statements. Would it surprise you
3 to know that on July the 23rd of 2010 you all
4 deposited \$19,812.58 into this account, would that
5 surprise you?

6 A No, sir.

7 Q Tell the jury where that gas went.

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

11 Q I have in my hand ---

12 A Okay.

13 Q ---page 2 dated August 25th, 2010, with four
14 deposits being made by your company totaling
15 \$99,415.45. Do you have any reason to dispute that
16 your company deposited all that money in Gaddy Oil
17 accounts?

18 A No, I don't know ---

19 MS. SHULER: Your Honor, if ---

20 MR. SABB: Tell ---

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

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

25

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1 BY MR. SABB:

2 Q And you want to see them while I go over them?

3 A No, I mean, if you're reading correct ---

4 THE COURT: Overruled.

5 THE WITNESS: ---I don't have no problem.

6 BY MR. SABB:

7 Q Tell the jury where all of that gasoline was
8 delivered.

9 A I don't have any idea; I'm not the driver. I
10 just pay when I get a bill from any company I owe.
11 If it's my driver sign for it I pay for it.

12 Q And let me ---

13 A I did not get a bill for that.

14 Q And -- you didn't get a bill for what?

15 A That piece of invoice that you're talking about,
16 the 12,000 gallons.

17 Q We're gonna talk about that one last.

18 A Oh, okay, I mean.

19 Q And I guess my point, Mr. Rishmawi, is that all
20 of these pages of these documents that I have here
21 reflect that every withdrawal that TransMontaigne
22 made, there was a deposit from your company, every
23 single one of them. Does that surprise you?

24 A No, it doesn't surprise me.

25 Q Except the one after you refused to continue to

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1 pay this money that he didn't owe.

2 A If it happens to be -- no, he refused to pay that
3 money in May, this is in July.

4 Q And the reason why you refused to pay it is not
5 because you have some concern about whether or not
6 the folks at G&S Transport took it someplace, the
7 reason you refuse to pay it is because you are suing
8 for your money?

9 A No, sir, that's not the case.

10 Q Now you've mentioned to the jury that the reason
11 why you're not paying is because Gaddy's Oil name is
12 on the invoice.

13 A That's what appears on the invoice that I see.

14 Q And that every other invoice that y'all paid
15 Gaddy's Oil name was on it; wasn't it?

16 A But he was to send the invoice himself the next
17 day when he needs the money and we would make sure
18 it's deposited.

19 Q You have seen these invoices ever since 2012 when
20 you were in this litigation.

21 A Yes, sir, I did.

22 Q These invoices ain't nothing new to you, are
23 they?

24 A No, sir, they're not knew but this is ---

25 Q So isn't it -- I'm sorry, I didn't mean to cut

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1 you off. Were you finished?

2 A No, no. What I was trying to answer you back is
3 we have another accounts for each different company
4 that we deal with, a bank account, because this is
5 big money, we cannot confuse it with something else.
6 So it is requested for us to do that. And I think
7 Mr. Gaddy, which I can't speak for him, but I think
8 it was just his personal account for us to deposit
9 that money when he thinks that we owe him that
10 money, and that's what we did. He give us an
11 account number to deposit it.

12 Q Finished?

13 A That, I mean, it could be somebody else, somebody
14 deposit the money in other account. I don't know
15 who get paid for this. I did not get paid for it;
16 if I did I would have paid it.

17 Q But it's disingenuous of you to say that you
18 didn't see the invoices. You don't mean that?

19 A I did not see the invoice. I don't see any of
20 these invoices. They go to G&S. I don't control
21 every paper that comes in my corporation, do you? I
22 mean...

23 Q Well, let me ask you this question, Mr. Rishmawi.
24 Where is everybody else? Where is all the members
25 of Dollar and Moore, where are they?

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1 A Everybody's doing his job.

2 Q Where are the members of G&S Transport? Where
3 are they?

4 A They're doing their job.

5 Q So for you to come in here and say that you
6 haven't seen the invoices when y'all didn't bother
7 to bring anybody else in here, that's not fair to
8 Mr. Gaddy, is it?

9 A You could have called them if you wanted to.

10 Q I could have called them?

11 A I don't need them. I'm telling you what I know.

12 Q You know -- well, sorry. Now Mr. Gaddy has filed
13 a lawsuit against you and two of the companies,
14 right?

15 A I guess.

16 Q Come on now, Mr. ---

17 A I mean, I don't see the paper in front of me. I
18 don't know who the other companies. You got ten
19 names on that. I don't know what they are. You
20 chose to do it.

21 Q Well ---

22 A I just hand it to my lawyer; they handle that.

23 Q The lawyer that puts stuff in the pages that you
24 don't want in there?

25 A Sir, I did not see how many names is on there. I

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1 know there's a lot of names on there.

2 MS. SHULER: Objection, Your Honor.

3 THE COURT: Overruled. Let him answer the
4 question.

5 THE WITNESS: I really ---

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

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

10 BY MR. SABB:

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

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

15 Q Well ---

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

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

19 A Yes, sir, I am.

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

22 A Okay.

23 Q You're the person that they sent here?

24 A Okay.

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

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1 case?

2 A Okay.

3 Q You're the one that's supposed to bring all the
4 documentation on behalf of the corporation to defend
5 it?

6 A Okay.

7 Q Because the corporation itself can't move, it's
8 the entities that run the corporations that move,
9 right?

10 A I do not have any papers concerning that bill of
11 lading. The only bill of lading I seen is one you
12 presented today.

13 Q All right.

14 A And that we had it from the deposition, I mean,
15 you know, from that time.

16 Q Mr. Gaddy, you all were served with a copy of
17 this lawsuit; weren't you?

18 A Yes, sir.

19 Q Would it surprise you to know that the original
20 lawsuit that was filed in September of 2012 that you
21 were served with, that's filed in this court, has a
22 copy of that document on it?

23 A I did not know that. All I know is when I came
24 to the deposition they asked me for it, and I told
25 them I don't have it. He provided the lawsuit; I

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1 didn't.

2 Q Mr. Gaddy ---

3 A My name is Rishmawi; Gaddy is over there.

4 Q I apologize, sir. Thank you. Mr. Rishmawi.

5 A Yes, sir.

6 Q Do you deny that you were served with this
7 lawsuit?

8 A I was served with the lawsuit.

9 Q Did you look at it, sir?

10 A No, sir.

11 Q You were served with a lawsuit and didn't bother
12 to look at it as a representative of the
13 corporation?

14 A No, sir ---

15 Q That's your testimony under oath?

16 A I see all the names. I called, first I called
17 Mr. Sam Floyd; he referred me to Amanda and I went
18 to Amanda, hand her the papers and tell her you take
19 care of that 'cause I can't read all the legal
20 documents. I don't know nothing about it.

21 Q You know about bills of lading; don't you?

22 A Of course I do.

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

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

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1 at it; it's right there.

2 MR. SABB: Thank you, Your Honor.

3 THE COURT: Yes.

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

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

8 Sit right there for ---

9 THE WITNESS: Okay.

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

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

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

17 THE WITNESS: Yes, sir.

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

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

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

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

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

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

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

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

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

18 THE COURT: I understand.

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

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

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

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

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

10 Mr. Sabb, you may continue.

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

13 THE COURT: Yes.

14 BY MR. SABB:

15 Q Mr. Rishmawi.

16 A Yes, sir.

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

20 A Okay.

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

23 A Yes, sir.

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

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1 A Those bills are on file. I don't know if they're
2 are in file two years ago, they're still in file.

3 Q Those documents don't exist, do they? Not from
4 Mr. Gaddy.

5 A When it comes from his office it does.

6 Q Because that wasn't the system.

7 A He used to send us his bill of lading from his
8 office every time by fax.

9 Q Your drivers are the ones that picked up the
10 bills of lading when they got loaded; didn't they?
11 Those are your drivers.

12 A The bill of lading is different than the one you
13 got. This is an invoice what you got. What you
14 have there is an invoice, sir.

15 Q Mr. ---

16 A A bill of lading, it says Kinder Morgan on top
17 of; it doesn't say TransMontaigne.

18 Q Mr. Rishmawi.

19 A Yes, sir.

20 Q Your drivers, every time they picked up gasoline
21 got a bill of lading; didn't they?

22 A From every company, yes, sir.

23 Q And they turned those bill of ladings in to the
24 company; didn't they?

25 A Yes, sir.

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- 1 A Yes, sir.
- 2 Q And all he asked for is \$1,922 that he paid in
3 interest before, right?
- 4 A Yes, sir.
- 5 Q And you know that the interest continues to
6 accumulate until he pays it in full?
- 7 A True.
- 8 Q Didn't even ask you for that, right?
- 9 A It's his right.
- 10 Q Taking that as a loss, just want to do the right
11 thing get on out of here. Does it surprise you that
12 in the 53 years that he's been in business he's not
13 sued anybody?
- 14 A I don't know that but I do the same thing. I
15 never sued anybody.
- 16 Q Would it surprise you, sir, that he's never been
17 sued?
- 18 A No, I wouldn't be surprised.
- 19 Q And you know, he's not even suing you for the
20 16,000-dollars that he doesn't believe you
21 rightfully deserve?
- 22 A I guess it's his prerogative.
- 23 MR. SABB: Beg the Court's indulgence.
24 Thank you.
- 25 THE COURT: Ms. Shuler, any redirect?

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1 MR. SABB: I apologize, Judge. I always
2 have to check with my lawyer over there before I sit
3 down and she reminded me of one more thing I need to
4 ask about. I apologize.

5 THE COURT: Okay.

6 MR. SABB: I'd like to have this marked,
7 Your Honor, as Plaintiff's Exhibit Number 5.

8 THE COURT: Any objection?

9 MS. SHULER: Not to the marking, Your
10 Honor. As long as he goes through what needs to be
11 gone through as having admitted.

12 THE COURT: All right.

13 (WHEREUPON, Plaintiff Exhibit No. 5 was
14 marked for identification only.)

15 BY MR. SABB:

16 Q Mr. Rishmawi, I thought I was finished. I've got
17 a couple of more questions. Let me hand you this
18 document that's marked as for identification and it
19 has three pages to it.

20 A Okay.

21 Q Have you had a chance to look at it? I know not
22 reading it thoroughly but you've at least looked it
23 over?

24 A Yes, sir, I did.

25 Q Okay. Now who is Richard Thornhill?

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1 A At that point maybe the driver that we have, I
2 don't remember them. It's been two-and-a-half years
3 you're talking about.

4 Q Didn't you testify in your deposition that
5 Richard Thornhill is one of G&S Transports
6 drivers?

7 A I did at the time; that means he was.

8 Q You had two trucks and two drivers, right?

9 A No, I have three trucks and four drivers.

10 Q Now I want to go back, I'm talking about back in
11 ---

12 A Oh, December.

13 Q 2012?

14 A Yeah, okay.

15 Q I mean, you had two drivers then and two trucks,
16 right?

17 A Yes, sir. If I said that he was my driver he's
18 my driver.

19 Q Yes, sir. And when we're talking about this
20 debt -- hold on to that for me -- that's owed by Mr.
21 Gaddy, your driver is the one that signed the
22 invoice dated June the 29th of 2012?

23 A Okay.

24 Q That means your driver got that gas?

25 A He probably could have.

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1 Q So you're not telling this jury that if your
2 driver is the one that picked up the gas that
3 Mr. Gaddy is responsible for paying it? That's not
4 your testimony, is it?

5 A No, that's not what I'm gonna say. If you ask me
6 I'll answer you but I'm not gonna cut you short.

7 Q Okay, and I appreciate that. You and I have been
8 trying to do a little better with each other so.

9 A Okay.

10 Q Okay, go ahead.

11 A The driver's job is to go pick up gas according
12 to dispatch where he wants him to go. This gas
13 could go to Coward. It could go to Exxon station.
14 It could go to Florence. It could go to Markette;
15 it could go to anybody. But it's pulled under the
16 name that is given the credit of the gas. Now this
17 is just a bill of lading right here. This is the
18 invoice that come out. This is what we have to get
19 from Gaddy in order for us to know that we had to
20 pay them for the gas. This here was picked up by
21 our driver. We picked up a lot of gas from other
22 companies besides Mr. Gaddy's. We pick up gas for
23 JH Seale. We deliver at least now maybe 20 loads a
24 week for JH Seale. We just charge him freight. He
25 handed his own account.

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1 Q Yeah, but Mr. Rishmawi, go on now, you're not
2 saying that your driver picks up the gas but we're
3 the ones that ought to explain where the gas went?

4 A I already answered you one time. I don't have
5 the documents where it says where the gas went.

6 Q Mr. Rishmawi, we have been involved in this case
7 for three-and-a-half years. You haven't researched
8 this issue, talk with your driver, been in a
9 position to bring the documents and lay it out as to
10 what your driver did with this gas?

11 A It really wasn't my concern. I never did get a
12 bill for it, why should I look for it? We have a
13 lot of bills that come to us. We don't have nothing
14 to do with them.

15 MR. SABB: Move it into evidence, if Your
16 Honor please.

17 MS. SHULER: No objection.

18 THE COURT: Without objection Plaintiff's
19 Exhibit Number 5 is admitted.

20 (WHEREUPON, Plaintiff Exhibit No. 5
21 was admitted into evidence.)

22 MR. SABB: No further questions, Your
23 Honor.

24 THE COURT: Any redirect?

25 MS. SHULER: Yes, Your Honor.

DW - G. RISHMAWI - REDIRECT

- 1 right?
- 2 A I really didn't pay that much attention. I know
- 3 we paid a little bit more.
- 4 Q Okay. But he made money off of that arrangement,
- 5 really didn't have to do much, right?
- 6 A No, he didn't have to.
- 7 Q Now Mr. Gaddy paid you cash on that fifty
- 8 thousand dollar obligation, right?
- 9 A Yes, ma'am.
- 10 Q So you don't have any paperwork to back up those
- 11 cash payments, right?
- 12 A No, I don't know what kind of paperwork I need.
- 13 I'm saying I did.
- 14 Q And he doesn't ---
- 15 A I'm not lying.
- 16 Q And he doesn't dispute paying you that
- 17 518-dollars from January, or sorry, February of 2009
- 18 until May of 2012, right?
- 19 A Not sure he didn't stop paying me in May.
- 20 Q Okay. So if he started paying you in May of two
- 21 thousand ---
- 22 A On the business when the people start paying for
- 23 the payment.
- 24 Q He started paying you in may of 2009. And then
- 25 he stopped paying you in May of 2012, right?

DW - G. RISHMAWI - REDIRECT

- 1 A I really can't swear to May or June. I told you
2 I can't recollect because we were busy trying to get
3 ready to take my daughter overseas; we went to get
4 her married. And I was alone in the store and, I
5 mean, I can't really remember.
- 6 Q Okay.
- 7 A But I know he had -- whatever he says he paid up
8 to is fine; I'm not disputing that.
- 9 Q So either May or June, right?
- 10 A Something.
- 11 Q From '09 to 2012 is three years, right?
- 12 A Yes, ma'am.
- 13 Q So that is how many months?
- 14 A Thirty-six.
- 15 Q Okay. Thirty-six months at 512-dollars a month
16 is how much?
- 17 A If my math is correct it's 18,000-dollars.
- 18 Q You want a ---
- 19 A 18,000.
- 20 Q ---piece of paper to do the math on?
- 21 A No, I think it's 18,000.
- 22 Q So he paid you 18,000-dollars and he owes you how
23 much?
- 24 A Thirty-two more.
- 25 Q So he owed you 50 so 50 minus 18 is 32. He owed

DW - G. RISHMAWI - REDIRECT

1 you 32,000 more dollars, right?

2 A Yes, ma'am, plus 20-dollars on each payment.

3 Q \$20 ---

4 A \$18.19 on each payment.

5 Q Okay. Now Mr. Sabb asked you about the
6 counterclaim that you filed, right?

7 A Yes, ma'am.

8 Q On February 27th of 2014 you filed an amended
9 counterclaim, right?

10 A Yes, ma'am.

11 Q Let's take a look at paragraph number 18. Just
12 read that paragraph to yourself.

13 (Pause.)

14 THE WITNESS: Okay.

15 BY MS. SHULER:

16 Q So with the amended counterclaim you are asking
17 for, to be reimbursed for the fifty thousand dollars
18 for the money you put in and for your experience and
19 expertise in telling the Abuaita brother what needed
20 to be done; is that right?

21 A That's what I asked for.

22 Q And that's in your amended counterclaim?

23 A That's what I see here, yes, ma'am.

24 Q Okay. Why did you tell the Abuaita brothers what
25 needed to be done to the store?

DW - G. RISHMAWI - REDIRECT

1 A Well, businesses are really something that's
2 really, needs somebody to know what they do? In
3 order to get a business that will pay for itself you
4 have to bring the business to a point where it can
5 hold enough inventory and hold enough sales to pay
6 for it. The sales of a place like it was maybe, I
7 judge it was maybe 8 or 900-dollars a day they were
8 selling in that store at the time that they leased
9 the store from Mr. Gaddy. Those people as Mr. Gaddy
10 told me, again, I mean, that's, they couldn't make
11 the payments so that's why they left. They closed
12 the store and gave him the key.

13 MR. SABB: I object to that. That calls
14 for speculation.

15 THE COURT: Sustained. Jurors, strike
16 that last comment.

17 BY MS. SHULER:

18 Q Based on your experience in the gas station
19 convenience store business, as you stated earlier
20 that you had a number of years of experience, was
21 that why you were able to tell the Abulaita brothers
22 what needed to be done in the store?

23 A That was my suggestions to them, yes, ma'am.
24 That's what I thought.

25 Q How old are you, Mr. Rishmawi?

DW - G. RISHMAWI - REDIRECT

- 1 A Sixty-six.
- 2 Q Okay. At any point in time did you take
- 3 advantage of Mr. Gaddy?
- 4 A No, I never did, no, ma'am.
- 5 Q Mr. Gaddy has always been sharp; hadn't he?
- 6 A He's a nice man. I don't have nothing against
- 7 him, he's okay.
- 8 Q He knows his business, right?
- 9 A Definitely, I'm sure he does. He's been in
- 10 business for at least 40 years too, I don't know.
- 11 Q He never gave you any indication that he had any
- 12 sort of problems with his mental capacity based on
- 13 his age, did he?
- 14 A No, ma'am, I never had that problem.
- 15 Q In fact, he was a real estate agent and a broker
- 16 and he had business sense about him, and you felt
- 17 like he had business sense about him?
- 18 A He is a business man. I have nothing but respect
- 19 for him.
- 20 Q Whenever your drivers picked up the gas from the
- 21 terminal what document were they given?
- 22 A The Court's document he showed me on that exhibit
- 23 that's the bill of lading.
- 24 Q That's the one that the drivers get when they
- 25 pick up the gasoline is the bill of lading, right?

DW - G. RISHMAWI - REDIRECT

1 A Yes.

2 MS. SHULER: Permission to publish, Your
3 Honor?

4 THE COURT: Yes.

5 BY MS. SHULER:

6 Q This is Plaintiff's Exhibit Number 5. If your
7 drivers picked up something from the terminal they
8 would get a document that looked like this, right?

9 A Yes, ma'am.

10 Q Did G&S Transport pay for gasoline to
11 TransMontaigne or anybody else based on this
12 document alone?

13 A There's no price on here. You can't buy it.
14 That's just a bill of lading. That's the amount --
15 you can't pay according to the bill of lading if you
16 don't get an invoice.

17 Q Now this is the second page.

18 A That would be the invoice.

19 Q Is that a bill of lading or an invoice?

20 A This is an invoice.

21 Q Okay. Well, at the top it says bill of lading,
22 right? Can you read it?

23 A No, it says, probably the second page indicating
24 each load which one it is. It might be two
25 different gases on there so it comes with the second

EW - G. RISHMAWI - REDIRECT

1 page. If it doesn't, if has on the first page just
2 one kind of gas they issue another page for the
3 other type of gas as the diesel have to be disbursed
4 separate. I mean, if it only has gas it has to
5 have, it's just a bill of lading. The invoice is
6 what have the amount of gas and the money. See,
7 this is another, that's a mix of them.

8 Q That doesn't have a price on it, does it?

9 A No, not none of these have.

10 Q When you get and your drivers pick up a bill of
11 lading it would not say how much was due, would it?

12 A No, no, the bill comes in afterwards.

13 Q Did G&S Transport ever haul gasoline for any
14 other company?

15 A Yes, ma'am, we do.

16 Q Okay. Is that a common occurrence?

17 A Every day we do that.

18 Q You say every day you do that?

19 A Yes, ma'am.

20 Q So every day G&S Transports will go to terminals
21 much like the one in Augusta, pick up gas, and haul
22 it for other companies?

23 A Yes, ma'am.

24 Q For example, you do that for JH Seale, right?

25 A We do at least two loads a day for JH Seale.

DW - G. RISHMAWI - REDIRECT

1 Q Do you work for any other company?

2 A We used to work with Stucco but they closed. I
3 mean, they're not in anymore. We used to work
4 for -- when I had the store here I used to work
5 with -- what's his name, the man that's, I'm trying
6 to remember, Shell Oil. We worked for them, we haul
7 some gas for them. I mean, there's -- we really
8 don't have that much time. We only haul for JH
9 Seale because we have a commitment with them on
10 hauling for them for their stores.

11 Q That's now, right?

12 A We've been hauling all the time.

13 Q Do you have any documents in G&S Transports,
14 LLC's possession or Dollar and More's possession
15 about where that gasoline went?

16 A I don't have it now, no, ma'am.

17 Q Do you have it at all?

18 A I can make my big effort to look for it if you
19 want me to.

20 Q Have you looked for it during the course of this
21 litigation?

22 A We did.

23 Q Did you find anything?

24 A No, ma'am, but I have to call the driver and I
25 have to remember and see what time and where he went

DW - G. RISHMAWI - REDIRECT

1 and maybe he'll let me know.

2 Q And Mr. Sabb asked you about your income tax
3 returns for your company. You've never been asked
4 for income tax returns, have you?

5 A No, ma'am, I don't remember that they did. I was
6 asking -- actually, I offered to show the five
7 hundred dollars that the man was paying me off the
8 table, but I was not considering off the table.
9 That was money that belongs to -- it's on my income
10 sheet.

11 Q The notice of deposition that was read into the
12 record a few minutes ago says for you to, that you
13 were to bring all documents related to the claims
14 against Gaddy Oil and all the records possessed in
15 your possession concerning fuel sales during June of
16 2012. At any point in time does that translate to
17 you to bring your income tax returns?

18 A No, ma'am.

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

21 THE COURT: Yes, ma'am.

22 BY MS. SHULER:

23 Q You just testified a little, a few minutes ago,
24 that you were owed how much money?

25 A I owe to?

DW - G. RISHMAWI - RECROSS

1 Q How much money Mr. Gaddy owes? How much money is
2 that that Mr. Gaddy owes you?

3 A I believe from the figure we figured
4 32,000-dollars plus the interest on it.

5 Q Okay. And the interest is what?

6 A \$18.19 a month. I can't figure that out but
7 that's close to 225-dollars, I mean, \$2,200 a year
8 on each one.

9 Q Okay.

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

12 THE COURT: Any recross?

13 MS. BARR: Your Honor, please.

14 **RECROSS-EXAMINATION**

15 BY MS. BARR:

16 Q Mr. Rishmawi, I just want to address a couple of
17 points. If you will please put on the publish the
18 page with Mr. Thornhill's signature on it. All
19 right, this is Plaintiff's Exhibit Number 5, the
20 first page. Mr. Gaddy -- strike that, I'm sorry.
21 Mr. Rishmawi, you see the signature of Mr. Thornhill
22 on there? Can you see?

23 A I see it.

24 Q Okay. And there's a date on there; is there not?

25 A There's a date.

DW - G. RISHMAWI - RECROSS

- 1 Q Is that June 29th of 2012?
- 2 A That's what it appears.
- 3 Q And how many gross gallons does this indicate?
- 4 A Okay. There's all diesel 1500. Die Aludra
- 5 constitutional fur diesel 1500 that's the first page
- 6 of this.
- 7 Q Right. That's ---
- 8 A That's 3000.
- 9 Q 3,000 gallons that your driver picked up on
- 10 June 29th, right?
- 11 A It should be another part for this.
- 12 Q Sir?
- 13 A There should be another part on the same bill of
- 14 lading.
- 15 Q I understand, but you're not questioning whether
- 16 or not this is an accurate document, are you, this
- 17 page?
- 18 A No, no, I'm not questioning that. I'm reading it
- 19 for you, what you asked for.
- 20 Q Thank you, sir. Now I want to publish the
- 21 invoice that is of the same date and has the same
- 22 amount of gas on it. Plaintiff's Exhibit Number 4.
- 23 Now here's an invoice, right?
- 24 A Yes.
- 25 Q How much gallons of gas?

DW - G. RISHMAWI - RECROSS

1 MS. SHULER: Your Honor, I would object to
2 this line of questioning as it's beyond the scope of
3 my ---

4 THE WITNESS: 1500.

5 THE COURT: Overruled.

6 THE WITNESS: 1500 premium.

7 BY MR. SABB:

8 Q Plus? Plus? 1500 plus?

9 A You mean the next line?

10 Q Yes, sir.

11 A 1500 more.

12 Q Yes, sir, that's 3,000.

13 A Yes, sir.

14 Q And what's the date on that?

15 A That's all on the same date. That's what they
16 had on the other one before; it's the same thing.

17 Q That's right. Now we're gonna go to the other
18 page.

19 A Okay.

20 Q And what's the amount that's on there?

21 A The amount of money is \$8630.27.

22 Q All right. Now we're gonna go to the other page
23 real quick; I'm not gonna belabor the point.

24 MS. BARR: Plaintiff's Number 5, second
25 page.

DW - G. RISHMAWI - RECROSS

1 BY MR. SABB:

2 Q 4,000 gallons?

3 A Yes, sir. It says gasahol, which is gas with
4 ethanol, 4,000 gallons gross.

5 Q And, yes, sir, and --

6 A The next is 3939. That's the percentage of the
7 octane. That's the percentage of the gravity, has
8 the temperature, and it reads as 4,000 gallons.

9 Q Okay, 4,000 gallons. And what -- the date on
10 that is also 6/29/2012?

11 A Yes, sir.

12 Q And the cost of this one?

13 A It's not there. I don't see.

14 Q I'm looking for it. I don't see it either.

15 MS. BARR: Plaintiff's Exhibit Number 4.

16 BY MR. SABB:

17 Q Plaintiff's Exhibit Number 4, we're gonna put it
18 up there with the cost on it.

19 A Okay, it's not a problem.

20 Q Okay. 4,000 gallons?

21 A Yes, sir. That's a gross. You'll be billed for
22 the net quantity which is 39. I see the date.

23 Q All right, stay with me.

24 A Uh-huh.

25 Q June 29th, right?

DW - G. RISHMAWI - RECROSS

1 A Yes.

2 Q Ten thousand four hundred---

3 A 497.85.

4 Q And 85 cents. So we've got 3000-gallons plus
5 4,000-gallons brings us up to 7,000-gallons.

6 A Yes.

7 Q Right? And what we're talking about in this case
8 is 12,000-gallons that Mr. Gaddy claims that you owe
9 him for, right?

10 A So there has to another bill of lading.

11 Q Yes, sir. We're getting to it right now.

12 A Okay. I mean, it's natural but---

13 MS. BARR: Plaintiff's Exhibit Number 5.

14 BY MR. SABB:

15 Q Would it surprise you, sir, that on the final
16 bill on June 29th of 2012 when your driver picked it
17 up is for 5,000-gallons of gasoline?

18 A That's a different bill of lading, right?

19 Q Yes, sir, it's the number three bill of lading.
20 One for 3000, another for 4,000, and this final one
21 for 5,000.

22 A Okay. I can't believe that because the truck
23 only can hold 7500 gallons. It will not hold
24 12,000. There's no truck in this United States that
25 holds 12,000.

DW - G. RISHMAWI - RECROSS

- 1 there's a time when they pick up.
- 2 Q All right.
- 3 A I'm trying to cooperate with you so you can see.
- 4 Q You are.
- 5 A Okay.
- 6 Q I'm not complaining. Let me just do this real
- 7 quick.
- 8 A Okay.
- 9 Q Well, for the 5,000-gallons the cost is
- 10 \$13,120.30, right? Is that right?
- 11 A I see here -- the bill you showed me is 11,000.
- 12 Plus all the taxes comes to \$13,120.30.
- 13 Q That's right.
- 14 MR. SABB: Permission to approach.
- 15 THE COURT: Yes, sir.
- 16 BY MR. SABB:
- 17 Q Okay, Mr. Rishmawi, when you were telling me
- 18 about times ---
- 19 A Yes, sir.
- 20 Q ---that are on some of these bills of lading?
- 21 A Uh-huh, the loading time, yes, sir.
- 22 Q So that's 8:38 a.m.?
- 23 A Right.
- 24 Q Okay. And then the loading time on this one is
- 25 12:24?

DW - G. RISHMAWI - RECROSS

1 A So that's another load.

2 Q Yes.

3 A Okay. I didn't say -- I wasn't disputing that; I
4 just told you a truck can only hold 7,000 gallons.
5 It cannot hold 12.

6 Q Yes, sir.

7 A They had to fill it a different time.

8 Q Yes, sir. Nothing further.

9 A So it can't be the same drivers 'cause he can't
10 make it to Augusta between that time and that time
11 in six hours. It takes him four hours to reach from
12 his destination to here and an hour to drop and four
13 hours to go back; that is, if you don't take a
14 break.

15 THE COURT: Any other questions?

16 MR. SABB: No, sir.

17 THE COURT: Thank you. You may step down.

18 THE WITNESS: Okay.

19 THE COURT: Ladies and gentlemen, let me
20 send y'all for a lunch break. Be back here probably
21 about 3:00. This is a small town so you don't have
22 to go too far to eat so. Be back here at 3:00.
23 Please do not discuss anything about the case while
24 you're there.

25 (WHEREUPON, the jury was removed from the

DW - A. GADDY - DEPOSITION

1 told you earlier, a party to a matter, their
2 deposition which was taken under oath at another
3 time and place can be published and my able law
4 clerk is now going to change roles and now become
5 Mr. Gaddy for the purposes of this testimony.

6 You may proceed.

7 **DIRECT EXAMINATION**

8 BY MS. SHULER:

9 Q This is Andrew Gaddy's deposition taken on
10 September 3rd, 2013, at 2:00 p.m. in the
11 Williamsburg County courthouse. This was taken
12 pursuant to 30(b)(6). If you'll please turn to page
13 3 for me. Starting at line 7 this is your 30(b)(6)
14 deposition and that this is pursuant to South
15 Carolina Rules of Civil Procedures 30(b)(6) which
16 says you're the person that's most familiar with the
17 operations of both Gaddy Oil, Company, and Gaddy
18 Rentals, Incorporated, so I'm gonna ask you some
19 questions about this corporation. Are you the
20 person that's most familiar with those two
21 corporations?

22 A Yes.

23 Q Please turn to page 6. Beginning at line 2, what
24 is the corporate structure of Gaddy Oil? Do you
25 have shareholders?

DW - A. GADDY - DEPOSITION

1 A My kids are shareholders.

2 Q Are you currently a shareholder?

3 A Yes.

4 Q Who is the president?

5 A Me.

6 Q Do you have a secretary and vice president and
7 that sort of thing?

8 A I'm everything.

9 Q You're everything, okay. How much by way of
10 percentage do you own in shares of Gaddy Oil, Inc.?

11 A I think I own 70 percent.

12 Q Page 7, beginning at line 8. And are you the
13 sole owner in Gaddy Rentals?

14 A No, my kids are part owners.

15 Q By way of percentage who owns what in Gaddy
16 Rentals?

17 A They might own 10 percent.

18 Q So you own 80 percent and your children own 10
19 percent?

20 A Probably.

21 Q Please turn to page 27. Beginning at line 13, at
22 any point in time did you ever leave cash in an
23 envelope on Mr. Rishmawi's garage door?

24 A Not on his garage door.

25 Q Where did you leave money?

DW - A. GADDY - DEPOSITION

- 1 A On my garage door.
- 2 Q How much money did you leave?
- 3 A Approximately five one hundred dollars.
- 4 Q Five hundred?
- 5 A 5,100-dollars.
- 6 Q Five hundred for a total of 5100-dollars?
- 7 A Five hundred and ten dollars.
- 8 Q Okay. So you left five hundred and ten dollars
- 9 in an envelope on your garage door?
- 10 A Yes.
- 11 Q Did you do that every month?
- 12 A Yes.
- 13 Q For how many months did you put that money in an
- 14 envelope on your garage door?
- 15 A Probably 15. He convinced me that I owed him a
- 16 real estate commission, and I later found out that
- 17 was illegal. I couldn't pay him a real estate
- 18 commission.
- 19 Q How much, how much total did you pay?
- 20 A Offhand approximately 15,000.
- 21 Q How much did you agree to pay him?
- 22 A I really never agreed to pay him anything. He
- 23 convinced me that I owed him a real estate
- 24 commission.
- 25 Q If you will flip to page 56 please. And Dollar

DW - A. GADDY - DEPOSITION

1 and More, what kind of business dealings has Gaddy
2 Oil, Inc. had with Dollar and More?

3 A Zero.

4 Q Has Dollar and More purchased gasoline on Gaddy
5 Oil, Inc.'s account?

6 A No.

7 Q On page 68. Beginning at line 7, before y'all
8 came to terms on the sales price what price had you
9 hoped to get for the Exxon store?

10 A 650,000.

11 Q And what conversations or what convinced you to
12 take 500,000-dollars as opposed to 650,000-dollars.

13 A I needed to sell it and I wanted to sell it and I
14 had rented it for a period of five years and they
15 had closed the store. The renters closed the store
16 and they took everything out. All the stock, all
17 the inventory was gone, and I didn't have anybody to
18 operate the store so I didn't want to go back in
19 there and buy inventory and probably run the store
20 myself.

21 Q Did the store need to be remodeled?

22 A Somewhat.

23 Q Is that why you, Gaddy Rentals, LLC, took
24 150,000-dollars less than what you would initially
25 asked?

1 A I took less because I really wanted to sell it
2 and I didn't want to go back in there and open it
3 back. I didn't have the money to buy inventory and
4 all that stuff. A load of gasoline is about
5 30,000-dollars.

6 Q So you said that conversation that took place
7 between you and Mr. Rishmawi about the money that
8 you had been paying took place on or about July 7th?

9 A Right.

10 Q It was a Saturday, right?

11 A Saturday morning.

12 Q And historically you had been paying him five
13 hundred dollars in cash?

14 A Right.

15 Q And he would come and pick it up off your garage
16 door at your house?

17 A Right.

18 Q What was the source of that five hundred dollars?
19 Where did those funds come from?

20 A The mortgage was \$5,190.

21 Q Right, so the cash money that you would leave
22 came out of Gaddy Rentals, LLC?

23 A I would deposit the check and get \$510 in cash.

24 Q I have no further questions.

25 THE COURT: All right. Mr. Sabb, is there

1 any other parts you would like to add in?

2 MR. SABB: Nothing, Your Honor.

3 THE COURT: All right, thank you.

4 MS. SHULER: Your Honor, at this time the
5 Defense rests.

6 THE COURT: All right. Mr. Sabb, does the
7 plaintiff wish to put up reply testimony?

8 MR. SABB: Nothing in reply, you know.

9 THE COURT: All right, ladies and
10 gentlemen, that is all the evidences that you're
11 gonna hear in this case; and rather than keeping
12 y'all here late tonight I'm going to let you go for
13 the afternoon. Get a good night sleep again and
14 then tomorrow morning at 10:00 we will reconvene
15 where the attorneys will give you their closing
16 arguments and then I will charge you the law. All
17 right, thank you, ladies and gentlemen, have a nice
18 evening. As always, please do not discuss the case.

19 (WHEREUPON, the jury was removed from the
20 courtroom at 3:28 p.m.)

21 THE COURT: All right, any motions to be
22 made at this time?

23 MR. SABB: Your Honor please, we would
24 renew our motion for directed verdict on the issue
25 of two things. One, that the evidence supports that

1 the employee of G&S Transport that's owned by More,
2 Dollar and More, and part of a what I call this
3 corporate conglomerate, picked up the gas as they
4 had routinely done, and the evidence in this case
5 shows that there's nothing presented by the defense
6 that there was anything done any different than what
7 had been done all along. The evidence simply shows
8 that when Mr. Gaddy refused to continue to pay this
9 money that he had convinced was somehow owed as a
10 result of some commission by this defendant that the
11 defendant in retribution of Mr. Gaddy's
12 unwillingness to continue to pay that money just
13 refused to pay that bill. And so, Judge, we believe
14 the evidence in the case is clear that we are owed
15 that money and that the interest that Mr. Gaddy
16 testified to relating to it is uncontroverted. In
17 fact, Mr. Rishmawi himself conceded that when you
18 borrow money that interest has to be paid on the
19 money, that he recognized how much money was
20 borrowed in this case and that the money was
21 borrowed at 6 percent; and so they don't dispute the
22 fact that my client borrowed that money, paid that
23 bill for gasoline that they got. And if Your Honor
24 please, Judge, it borders on asserting that they
25 would take the position that somehow Mr. Gaddy is

1 supposed to know what their employee does with the
2 gas that they got. And he takes the position that
3 because we are not in a position to come before this
4 court and tell the court what his employee did with
5 the gas, then they're not responsible for it.

6 Judge, we think that argument falls on its
7 face and that the evidence in the case is clear on
8 that issue and that the Court should direct a
9 verdict in favor of the plaintiff in the amount of
10 \$34,220.82 and, Judge, we'd ask you to please
11 consider ruling on that motion and then we have one
12 more after that.

13 THE COURT: All right, Ms. Shuler.

14 MS. SHULER: Thank you, Your Honor, may it
15 please the Court. Mr. Rishmawi testified that, of
16 course, he did not know where this gasoline went to.

17 THE COURT: What difference would that
18 make?

19 MS. SHULER: Because Your Honor, they have
20 ---

21 THE COURT: I mean, his trucks picked it
22 up. What difference does it make? Does he know
23 where everyone of them goes before then?

24 MS. SHULER: Your Honor, they have pled a
25 cause of action for quantum meruit. There has to be

1 shown that one of the defendants in some way
2 benefited in some shape or form for the retention of
3 this gasoline. Nobody has been able to show that
4 these individuals, these defendants have ---

5 THE COURT: I mean, am I supposed to
6 believe it just evaporated? They left the door open
7 and it just went into the air? No question that his
8 trucks picked it up.

9 MS. SHULER: Right, Your Honor, but that's
10 part of the plaintiff's burden is to show who
11 retained the benefit of this gasoline. Nobody has
12 able to prove in this court today or yesterday any
13 point in time that Dollar and More, G&S Transports
14 or Issa George Rishmawi benefited from the gasoline
15 in any way.

16 THE COURT: How could G&S not have
17 benefited by the having an entire truck load of gas?

18 MS. SHULER: No ---

19 THE COURT: I mean, did they burn it, that
20 have a forest fire or something like that?

21 MS. SHULER: Could have spilled out on the
22 highway, Your Honor, I mean.

23 THE COURT: Oh.

24 MS. SHULER: I mean, Your Honor, I'm
25 not -- but that's the plaintiff's case. The

1 plaintiff has to prove their case and that's problem
2 is that they have not proven their case. So for
3 Your Honor to direct a verdict in their favor would
4 be improper because that's an issue of fact for the
5 jury to determine. Have they proven that these
6 individuals have benefited in anyway from the
7 retention of the gasoline, that would be an issue of
8 fact for the jury to determine.

9 MR. SABB: Judge, I would respectfully
10 disagree with counsel because there is value in
11 possession, and there's no question that they
12 possess the gasoline. My client has testified
13 unequivocally that he don't know what they did with
14 the gas, where they delivered the gas, but we
15 believe benefit in this case is the mere fact that
16 they possessed it and we've established the value of
17 what they possess which is consistent, if Your Honor
18 please, with all of these other times and we believe
19 that when you look at the course of dealings in this
20 case, that's why Ms. Barr was so methodical in going
21 through each of these transactions where every time
22 TransMontaigne would issue an invoice, they would
23 come in and they'd make the payment. And that is
24 the course of dealings established. Never has there
25 been a time over that entire course where anybody

1 has ever questioned whether or not G&S Transport
2 ever did anything for the benefit of Mr. Gaddy. So
3 when you look at the course of dealings in this
4 case, Judge, we would submit to the Court that there
5 is but one conclusion and one conclusion alone.
6 Everything went exactly the way it had been going
7 the entire time but for the fact that he claims we
8 owe him money, and that's the only reason, Your
9 Honor, why they are really refusing to admit and
10 actually I think they have admitted. I think when
11 they say, yeah, we got the gas but we don't know
12 what happened to the gas, we think that that is
13 possession, that that is a benefit particularly to
14 an individual that is simply in the business of
15 earning money from gasoline. He's testified clearly
16 that he's got all of these businesses, all over the
17 places delivering gases, gas all over these places;
18 and so, that is his business. And we submit to the
19 Court that, quite frankly, he's being disingenuous
20 when he comes before this court and says, oh, by the
21 way, yeah, we got all of these records, they're
22 somewhere at one of our corporations, yeah, we can
23 come in, we can tell the court, we can let the jury
24 know what happened to it; but you know, by the way,
25 we're three years out and I'm not sure where they

1 are and I just didn't bring them with me to court.
2 Judge, we just submit to the Court that the benefit,
3 and that's the crux of counsel's argument at this
4 point, that there is benefit and value of both
5 benefit in possessing 12,000-gallons of gasoline
6 which they essentially admit that their employees
7 picked up.

8 THE COURT: Ms. Shuler, you're not denying
9 that your client had possession of a truck with
10 12,000-gallons of fuel that was worth
11 32,000-dollars, are you?

12 MS. SHULER: Your Honor, my client's
13 testimony if I recall was that his client signed --
14 his driver signed one bill of lading with Richard
15 Thornhill that equated the 3,000-gallons of
16 gasoline. That is the only signed bill of lading
17 that we've got.

18 THE COURT: So he at least admits he had
19 3000-gallons.

20 MS. SHULER: The 3,000-gallons of
21 Ultra-Low, so for diesel.

22 THE COURT: So he doesn't dispute that?

23 MS. SHULER: He does not dispute that his
24 driver picked up that load. But Your Honor, apart
25 from all of that, Mr. Gaddy's own testimony that we

1 just, that I just read into the record was, and
2 Dollar and More, what kind of business dealings has
3 Gaddy Oil had with Dollar and More? Zero. None.
4 Has Dollar and More purchased gasoline on Gaddy Oil
5 account? No, there were no business dealings number
6 one from Gaddy Oil, Inc. And there's been no proof
7 whatsoever that Dollar and More, Incorporated
8 benefited from this in any way. There's been no
9 proof that the mere possession of the gasoline by
10 G&S Transports benefited G&S Transports.
11 Mr. Rishmawi testified that his, his company G&S
12 Transports, would routinely go pick up gasoline for
13 other companies and charge for the mere freight. So
14 I don't see how just the possession of gasoline
15 itself benefits Mr. Rishmawi.

16 THE COURT: Am I supposed to believe he
17 just gave it away to somebody on the street who
18 wants gas?

19 MS. SHULER: Your Honor, I think that that
20 misses the point. Just because I have possession of
21 somebody's Ferrari automobile does not mean that I
22 benefit from that Ferrari automobile.

23 THE COURT: Let's put it in a different
24 way. Let's say you have possession of the Ferrari
25 and they never get it back. Wouldn't that ---

1 MS. SHULER: Well, how -- and I'm sorry, I
2 did not mean to ---

3 THE COURT: I mean, wouldn't that be kind
4 of presumed that you still had it or did something
5 with it, but they never got it back?

6 MS. SHULER: That would be possession
7 session. Your Honor, I'll use a real situation. My
8 husband has possession of my savings accounts but he
9 does not have the benefit of that savings account by
10 mere possession because he can't go to it, he
11 doesn't know where it is. However, that does not
12 mean that they have benefited in anyway by mere
13 possession of something.

14 MR. SABB: Judge, what's interesting on
15 that argument, assume hypothetically that Johnathan
16 who we all love, goes to the bank and takes all the
17 money out. Further assume that the money never
18 comes back.

19 THE COURT: But he's got an invoice
20 showing that he got it.

21 MR. SABB: That he got it, yeah. So that
22 really in our mind ---

23 THE COURT: I'm gonna let you make that
24 ---

25 MR. SABB: I understand, Judge. Your

1 Honor, on the other point that you ---

2 THE COURT: I'll you make that argument to
3 the jury.

4 MR. SABB: Yes, sir, I understand, Judge.
5 On the other point we would submit to the Court that
6 for him to claim a commission on this \$50,000 is a
7 violation of the law and because it is, the Court
8 ought to direct a verdict in our client's favor on
9 the issue of a unpaid balance that they're claiming.

10 THE COURT: Ms. Shuler.

11 MS. SHULER: Thank you, Your Honor, may it
12 please the Court. My client is not claiming a
13 commission. My client is claiming moneys due to him
14 for his experience and expertise in the gas station
15 convenience store business. He is claiming a fee
16 for the use of his funds. Your Honor, he testified
17 at length about that. And not only did he testify
18 that the commission was what Mr. Gaddy has
19 characterized it as. Three years later, three years
20 later he characterizes it as a commission. It seems
21 all too convenient that now he's saying three --
22 after paying that amount for two-and-a-half, three
23 years, that it is now a real estate commission, it's
24 illegal, I'm not gonna pay it. That is not what my
25 client is claiming. My client is claiming his time,

1 experience, his money, things of that nature
2 although he was reimbursed for the money expended
3 into it, the use of his money nonetheless.

4 THE COURT: What kind of interest rate was
5 he charging? I mean, \$50,000, are you kidding me?

6 MS. SHULER: Well, Your Honor, he's worked
7 in the store for three months. For three months he
8 worked in the store. He left everything else and
9 dedicated his time and effort to this store. It's
10 now a good thriving business to which Mr. Gaddy is
11 able to collect a \$5,198 mortgage payment every
12 month. And Your Honor, the case law on point with
13 that is we have part performance of an oral
14 contract. There was an agreement to pay and he
15 paid.

16 THE COURT: But if it's something possibly
17 illegal then how can you have partial portion of an
18 illegal act?

19 MS. SHULER: If it was a commission it
20 would be illegal, Your Honor, but it's not a
21 commission.

22 MR. SABB: I had a thought and yeah that
23 was my thought. Juror number you know, what's
24 interesting about their argument is this claim
25 somehow benefits our guy. The fact that they're

1 making all of this money somehow helps Mr. Gaddy.
2 Actually, what he did, helped, and I say this with
3 affection, that Mr. Rishmawi I say helped his home
4 boys and I got no problem with that, that's what we
5 all ought to do. I've got some guys that are my
6 thens for life and we help each other out every time
7 we get a chance. But what he's discussing benefits
8 them it doesn't benefit Mr. Gaddy at all. So I
9 think the whole argument that they're making on all
10 of what he did, he did that to help the Abuaita
11 brothers. Of course, we don't have any problem with
12 that. We're happy they're successful; but to
13 somehow claim that them being successful is
14 benefiting us, we'll take issue with that, Judge.

15 MS. SHULER: Your Honor, how does it not
16 benefit? Their successful business enables them
17 to ---

18 THE COURT: That's such an ancillary
19 thing. I'm gonna grant summary judgment on that
20 issue or not direct a verdict on that, so I'm gonna
21 throw out your counterclaim. You will -- now do you
22 have a motion?

23 MS. SHULER: Not since you're granting a
24 directed verdict in your ---

25 THE COURT: No, I'm directing verdict on

1 your counterclaim. You have a motion concerning his
2 claim?

3 MS. SHULER: Yes, Your Honor. I would
4 move for directed verdict as to his claims. Your
5 Honor, there's been no evidence that to suggest, as
6 I heard, that these plaintiffs -- or these
7 defendants, benefited in any way from the load of
8 gasoline. There's been absolutely no testimony in
9 that regard. There's been no testimony that Dollar
10 and More, Incorporated benefited in any way.
11 There's been no testimony that Mr. Issa George
12 Rishmawi benefited in any way. He was not a
13 shareholder in any of the corporations. He was
14 acting agent for the corporation. So we would ask
15 that Your Honor direct a verdict in favor of Dollar
16 and More and Mr. George Rishmawi in regards to those
17 issues. And in addition, we ask that Your Honor
18 grant a directed verdict because there has been no
19 evidence at all to suggest that these individuals
20 benefited from the retention of that gasoline.

21 THE COURT: All right. Mr. Sabb.

22 MR. SABB: Judge, I think that, I think to
23 make things the evidence is clear that Dollar and
24 More owns 50 percent of G&S. So if the company that
25 they own is the one that has possession of the

1 goods, ultimately that money flows to the top. And
2 so to suggest that they are the half owners but yet
3 they are somehow in no way responsible, we think
4 that we have established why they are defendants in
5 this case by virtue of their ownership of this
6 entity. With regard to Mr. Rishmawi, Judge, he has
7 been the agent in it all. He's the one that went to
8 Mr. Gaddy on a handshake, as he described it, where
9 he then got Mr. Gaddy, he not G&S, not Dollar and
10 More, he went to Mr. Gaddy and he says in his
11 testimony, a little surprised by it, but he said
12 that he explained to Mr. Gaddy that Dollar and More
13 was one of the owners of G&S and that Mr. Gaddy
14 under he was the agent for them. And so to the
15 extent that he is their agent, but they are not in
16 court indicating that he acted on their behalf, we
17 think that the jury could conclude that it's all
18 George Rishmawi's doing. That all of this came
19 about because they don't really see the direct
20 contact between Mr. Gaddy and Dollar and More. In
21 fact, Dollar and More is not even here, nor is G&S
22 here all we see is the individual who approached my
23 client and got him involved in this deal. So Judge,
24 we believe that all three of the defendants in the
25 case are proper defendants and that their actions

1 are in concert with each other and that the jury
2 ought consider awarding a judgment joint and
3 severally against all three of those defendants.

4 THE COURT: All right. All right,
5 Ms. Shuler, I'm gonna deny your motion. We will go
6 forward to the jury tomorrow on the issue of unjust
7 enrichment. All right.

8 MS. SHULER: Your Honor, that would be as
9 to all three individuals.

10 THE COURT: Yes, ma'am.

11 MS. SHULER: And Your Honor, if I may be
12 heard, just ---

13 THE COURT: As a matter of law I've heard
14 enough.

15 MS. SHULER: Would you mind let me know
16 what evidence there is.

17 THE COURT: I think there's enough
18 evidence tying your client with the other defendants
19 as to his course of actions in this matter, the
20 agents who owns this appears that he may just be an
21 alter ego so I'm gonna let it go to the jury. I've
22 not guilty or innocence grant your motion to dismiss
23 them all, but I am going to allow you to argue it
24 tomorrow on those issues. All right, thank you.
25 Court is adjourned till 10:00 tomorrow morning. My

1 law clerk will send you drafts of the charge for
2 tomorrow y'all may review. Please if you have any
3 changes you want to make please email them back to
4 me. Thank you, ma'am.

5 (WHEREUPON, the proceedings were concluded
6 for the day to be reconvened on
7 September 10, 2015.)

8 THE COURT: Okay. Ms. Barr and Ms.
9 Shuler, have y'all had opportunity to look at the
10 proposed charge, if there are any additions you want
11 to place on the record?

12 MS. BARR: Judge, I believe the only two
13 additions that consent is Ms. Chandler concerning
14 instruction regarding deposition testimony, and then
15 I would request a charge on adverse inference,
16 failure of a party to call a witness who would
17 purportedly be beneficial to that party, that the
18 jury can infer that that witness would offer
19 testimony that would be adverse to the party, all
20 that ones those are the only two additional ones
21 that we request.

22 THE COURT: Okay, Ms. Shuler.

23 MS. SHULER: I'm curious as to what
24 witness they're talking about.

25 MS. BARR: We would be talking about the

1 driver that picked up the gasoline that they claim
2 that they didn't know what happened to it. We would
3 be talking about the people that he claims has all
4 of the documents somewhere, so those...

5 THE COURT: Wouldn't that be just part of
6 your normal argument though? I mean, would you get
7 a charge on that?

8 MR. SABB: Well, Judge, the case that
9 we're asking the Court to consider dealt with the
10 very same issue.

11 THE COURT: Okay. Ms. Shuler, this is a
12 civil trial. You can make reference to people who
13 aren't here.

14 MS. SHULER: Well, absolutely, Your Honor,
15 but I don't, I don't see how you draw the inference
16 that the driver would have some negative
17 information.

18 THE COURT: Well, the driver would have
19 information as to what happened with the gasoline
20 when your guy says they don't know what happened to
21 it; and that's that. Therefore, they don't have a
22 case that was your argument yesterday because flaw
23 don't know what happened to it, that it's, you know,
24 that therefore it can't have unjust enrichment
25 because it just evaporated.

1 MS. SHULER: Okay. We would ask for a,
2 charge of unclean hands unanimous, the unanimous
3 verdict charge and actual damages.

4 THE COURT: I think we already got the
5 unanimous in there. I tell them they have to be
6 unanimous. It should be at the very end. It can't
7 be based on compassion, prejudice, or anything else
8 that's not in evidence and it must be, all twelve of
9 you must be agree, that's in there.

10 MS. BARR: And Your Honor, for the record
11 the plaintiff would object to a jury instruction on
12 unclean hands. I don't believe there's any,
13 testimony in the record, evidence in the record, or
14 any inferences that can drawn from the evidence in
15 the record that the plaintiff acted improperly, or
16 unlawfully, thus entitling the defendant an
17 instruction on unclean ---

18 THE COURT: I guess what they're talking
19 about is the fact that he was given the payments.
20 Is that what you're talking about? That he was
21 unlawfully acting by giving the payments of \$5,018
22 dollars to your client?

23 MS. SHULER: No, Your Honor.

24 THE COURT: Oh, okay.

25 MS. SHULER: Our position is that

1 Mr. Gaddy acted unreasonably and inequitably in
2 failing to abide by his side of the agreement to pay
3 the fifty thousand dollars from Mr. Rishmawi's role
4 and the sale of the Lake City Exxon station.

5 THE COURT: No, I'm not going to do that.
6 That's not part of ---

7 MS. SHULER: Your Honor, if it's an
8 equitable -- unjust enrichment is an action in
9 equity that we have presented equitable defenses
10 that I feel that our client should be entitled to a
11 charge on unclean hands.

12 THE COURT: I don't know that there's
13 anything in the record that Mr. Gaddy did anything
14 improper so I'm not going to put that in there. All
15 right.

16 MS. SHULER: Your Honor, can I have one
17 other matter placed on the record.

18 THE COURT: Yes, sure.

19 MS. SHULER: Yesterday Your Honor granted
20 the plaintiff's motion for directed verdict.

21 THE COURT: Yes, ma'am.

22 MS. SHULER: In an effort to preserve the
23 record for appellate purposes ---

24 THE COURT: Yes, ma'am.

25 MS. SHULER: And you know, as in my duty

1 as advocate for my client, my client has pled three
2 different claims, claims for breach of contract,
3 unjust enrichment, and promissory estoppel. Your
4 Honor, the only issues are questions of law that are
5 presented then it would be proper for the Court to
6 grant a directed verdict. Your Honor, we have pled
7 those three causes of action. We have presented
8 evidence of a promise to pay and actual payment for
9 three years. And it's Your Honor's duty to present
10 the, to view the evidence in a light most favorable
11 to the nonmoving party. Mr. Rishmawi used his
12 experience, expertise, knowledge, money, all of
13 those things to make improvements for the store.
14 The improvements to the store were made, without
15 question they were made. Without question he was
16 involved in those improvements in the store. And
17 those were done while Mr. Gaddy held title to the
18 store. Title to the store did not pass for nearly
19 two years after the contract was executed, I mean,
20 two years after the contract was executed. Two
21 years after the renovations were made, he did not
22 deed the store over to the Abuaita brothers. So
23 Your Honor, we feel like it is proper that our claim
24 for unjust enrichment, breach of contract and
25 promissory estoppel gets presented to the jury.

1 THE COURT: All right, let me hear from
2 the plaintiff. Well, actually I don't need to hear
3 from plaintiff. I've already ruled. My ruling is
4 the same, but now you got that on the record. Okay,
5 very well. When all the jurors get here we will --
6 the charge will be as we just stated, and therefore,
7 y'all can prepare to argue on those.

8 MS. SHULER: Your Honor.

9 THE COURT: Yes, ma'am.

10 MS. SHULER: I apologize. I did email
11 Mr. Chandler on the verdict form. George Rishmawi,
12 Jr. and George Issa Rishmawi are listed on the ---

13 THE COURT: Yeah, I think y'all agreed.

14 MS. SHULER: Omitted.

15 THE COURT: The other George is out.

16 MR. SABB: We agreed George Junior is out.

17 THE COURT: Right, that's correct. Okay.
18 It probably just says judgment for the defendant
19 and/or for the plaintiff in the amount of.

20 MS. SHULER: Your Honor, if we can have
21 the defendants listed out separately.

22 THE COURT: Yes, we -- the jury finds the
23 defendant was unjustly enriched? Yes or no. No,
24 stop deliberations. If yes go on to question two:
25 We, the jury find restitution in the amount of

1 blank. What would you want to change on that?

2 MS. SHULER: If we could list the
3 defendant out separately. We find that the
4 defendant ---

5 THE COURT: Isn't this joint several
6 liability?

7 MS. BARR: We're requesting a verdict
8 joint and several with each defendant. And Judge,
9 we think it would be cleaner if you list all three
10 of them together because the jury might think that
11 ever -- if jury finds in favor of the plaintiff they
12 might think that they should award our plain amount
13 against each defendant.

14 THE COURT: It says joint and several.
15 I'm just going to leave it as it is; I'm satisfied.
16 All right, thank you. Y'all ready to argue?

17 MS. SHULER: Yes, Your Honor.

18 THE COURT: All right, bring them in.

19 (WHEREUPON, the jury was returned to the
20 courtroom at approximately 10:05 a.m.,
21 and the following proceedings commenced
22 in open court.)

23 THE COURT: All right, ladies and
24 gentlemen, I hope you had a good night's rest. As I
25 told you, all the evidence that you're gonna hear in

1 this case has been delivered to you. Now is the
2 time where the attorneys will give you their closing
3 arguments and I will then charge you the law that is
4 applicable to this case and then you will be sent
5 back and then you can start discussing your case and
6 deliberate amongst yourselves.

7 All right, plaintiff ready to proceed?

8 MS. BARR: Plaintiff's ready.

9 THE COURT: Defense ready?

10 MS. SHULER: Yes, Your Honor.

11 THE COURT: All right.

12 MR. SABB: Judge, might we approach on one
13 issue first please.

14 THE COURT: You may.

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

17 THE COURT: All right, let me add one
18 thing, the defendant has made a counterclaim at the
19 close of the testimony yesterday. I, as a matter of
20 law, denied the defendant's counterclaim so the only
21 thing that will be before the Court is the
22 plaintiff's claim and then the defendant will defend
23 on that. So there's -- that's the posture of the
24 case at this point in time.

25 All right, you may proceed.

1 MS. BARR: May it please the Court,
2 Ms. Shuler, Mr. Sabb, ladies and gentlemen of the
3 jury, good morning. I want to take this opportunity
4 to thank you all for being with us this week; and
5 when I thank you all, I recognize that obviously you
6 didn't volunteer to come up here. And probably the
7 last thing you all imagined yourself doing this week
8 was sitting on jury duty in civil case, but I really
9 want you to know that we certainly appreciate your
10 service and the time and the attention that you've
11 given this case. There are not a whole lot of
12 things that the plaintiffs and the defendants in
13 this case agree on; but we certainly agree that we
14 could not do what we do as lawyers without good
15 folks of the community willing to come in and serve
16 on jury duty so we thank you all.

17 I don't know whether or not you all have
18 ever been involved in a criminal case as a juror.
19 In criminal cases the burden of proof is beyond a
20 reasonable doubt. Some of you may have seen it from
21 a different crime shows you watch on television, and
22 I'm gonna to tell you a little bit about how the
23 burden of proof is different in this case shortly.
24 Let me just tell you, give you highlight and
25 overview of all of the evidence and all of the

1 testimony that you heard today. You all are here
2 because Andrew Gaddy as president of Gaddy Oil filed
3 a lawsuit against George Rishmawi against Dollar and
4 More, Incorporated and against G&S Transport, LLC.
5 And it is important that I make sure that you all
6 understand why these three individual defendants are
7 in this case.

8 You heard the evidence. Mr. Rishmawi and
9 Mr. Gaddy had a business relationship that standed
10 two or three years. That during the course of those
11 two to three year period of times that the plaintiff
12 Mr. Gaddy allowed George Rishmawi and his company to
13 use his line of credit at a gas terminal. And
14 during these period of times Mr. Gaddy, I mean Mr.
15 Rishmawi and his various companies and convenience
16 stores, benefited and profited from that
17 relationship. And for month after month after month
18 after month for two years these defendants profited
19 from that relationship. Every month the defendants
20 would send drivers to the TransMontaigne terminal.
21 Every month they would get thousands and thousands
22 and thousands of gallons of gas, and every month
23 they would pay their bill and a little extra for the
24 privilege and convenience of using Mr. Gaddy's line
25 of credit. And everything was going fine.

1 Everything was going smoothly till one thing
2 happened. Mr. Gaddy by this time in '09 I imagine
3 he would have been in his mid to late 70s, found out
4 for the first time, wait a minute, I'm not supposed
5 to be paying this guy some money, he doesn't have a
6 real estate license. He doesn't have a brokers
7 license. You can't earn a commission when you're
8 sell commercial property when you don't have a
9 brokers license. He was told that by another real
10 estate agent and he wanted to confirm it so he goes
11 and does the research and realizes, oh, my God, you
12 really aren't supposed to do that. So he told
13 Mr. Rishmawi, sir, well I'm sorry, I didn't know
14 that what I was doing, I wasn't supposed to be doing
15 that and you're not allowed to earn a fee on that
16 because you're not licensed by the State. And
17 folks, that is important because I'm quite sure Ms.
18 Shuler is going to argue very eloquently to you
19 that, wait a minute, he made his payments for three
20 years. But the importance of having that real
21 estate brokers license is so that you are trained by
22 the State not only to know what to do, but also so
23 the folks that you're dealing with, your buyers and
24 your sellers, they'll know whose side you're on.
25 But see, Mr. Gaddy was under the mistaken impression

1 that George Rishmawi was on his side in that
2 transaction. The scene that Mr. Rishmawi paid up
3 for Mr. Gaddy was, you know, you have a hard time
4 with this business, it's not opening, you know, the
5 people who were running it before were stealing from
6 you, you had to close it down. He saw him coming a
7 mile long. This guy is desperate. He wants to get
8 rid of this place. See, Mr. Gaddy thought the
9 business should sell for the 650,000-dollars. No
10 you're not gonna get that, you want it I'll help you
11 get it, I'll help you get it. So the whole time
12 he's relying on this guy, trusting this guy the
13 entire time. But guess who else was relying on
14 trusting and depending on this guy? The Abuaita
15 brothers. They were relying on him too. See, they
16 came in here, Issa Rishmawi came in here and told
17 you, I didn't know he was getting ten percent of my
18 mortgage payment. And that's the important thing
19 that I want you to remember about all of those
20 transactions. I wanted to talk about that first,
21 lay the scene out for you so you can have an
22 appreciation for why the law requires you to be
23 licensed. So that buyers know whose side you're on
24 and sellers know whose side you're on. This guy was
25 playing both. He was playing both, and the law

1 doesn't permit that. When Mr. Gaddy became aware
2 that the law doesn't permit that he says, wait a
3 minute, I can't do this anymore, I'm not supposed to
4 do this anymore.

5 Now let's bring it back to why we are
6 here. Folks, this is really in my estimation a
7 simple issue. One question is, did the man get the
8 gas, did the defendants get the gas? Well, if we
9 were to just to rely on Mr. Rishmawi's testimony we
10 wouldn't know the answer to that question. It was
11 like pulling teeth to get that information out of
12 him. Well, sir, didn't your company get the gas? I
13 don't know, I don't know where it went, I don't
14 know, I don't know. So, good thing that we had
15 these bills of lading, god bless them. Plaintiff's
16 Exhibit Number 5. Mr. Rishmawi wants to come in
17 here and argue, wait a minute now, that says that
18 sold to Gaddy Oil, can't prove that I got any gas,
19 you can't prove that G&S Transport got any gas, you
20 can't prove that Dollar and More got any gas.
21 That's another sold to Gaddy Oil. And see, if you
22 didn't know the whole story and if you didn't know
23 what Mr. Gaddy had testified about, you'd believe
24 him. But see, the problem is, the documents that
25 these folks have been relying on for two years to

1 document the transactions back and forth, they tell
2 you who got the gas. Carrier, G&S Transport, LLC.
3 So on yesterday when Mr. Rishmawi says, well, I
4 don't know where it went, it could have went to this
5 place or it could have went to that place, Mr. Sabb
6 says, wait a minute, sir, who is this Richard
7 Thornhill person, who is that? Oh, well, I think
8 that might have been my driver. Richard Thornhill,
9 as you can see from that exhibit, was the driver who
10 picked up that, those gallons of gasoline that day.
11 Now I'm sure that Mr. Rishmawi would have you all to
12 believe that all this stuff is just a big
13 coincidence because I think after he concedes the
14 point when he's confronted by these documents, okay,
15 yeah, you got me, my driver picked it up, yeah, he
16 was using my company's truck, okay, you got me. But
17 the only reason I didn't pay it is what he wants you
18 to believe, I never got a bill, how am I supposed to
19 pay it if I never got a bill, I didn't even know how
20 much it was due. And so when Mr. Sabb has to them
21 come and show him a copy of the lawsuit that was
22 served on him two-and-a-half years ago that had the
23 bill on it attached to the lawsuit, oh, now he
24 remembers.

25 Folks, do we really believe that in the

1 three year period of time since this transaction
2 occurred that he had no idea how much all that
3 gasoline cost? That this week in court is the first
4 time he had any idea that he had taken
5 32,000-dollars worth of gasoline. I submit to you
6 that it is not true. When he says, okay, well my
7 company got the gasoline, my driver signed the
8 invoice but I didn't know how much the bill was,
9 part of me thought, well, if he concedes that his
10 driver signed bill of lading, if he concedes that
11 the gas went into his company's truck but does not
12 concede that he knew the amount of the bill, I
13 started thinking, I said, well hum, well how did he
14 get the bills for the last two years 'cause it's
15 mighty odd to me folks. I mean, you just can't,
16 it's might odd to me that you never had a problem
17 getting the bills for two years, two and three and
18 four times a month we had transactions going on for
19 two years, never had a problem with the bill. All
20 of a sudden Mr. Gaddy says, wait a minute, I'm not
21 gonna pay you something I'm not obligated to pay
22 you, oh we didn't get the bill. And I started
23 looking through some of those bank transactions,
24 particularly the ones that were done the month
25 before.

1 I'm gonna publish Plaintiff's Number 2.
2 That's one of the checks. That's the 40,000-dollar
3 check that G&S Oil or G&S Transport deposited to
4 Gaddy Oil's checking account. I wonder how he got
5 that bill, how he got that invoice. How did his
6 company know to pay that invoice? Now when you look
7 at the date, folks, on that check that check is
8 posted June 8, 2012; it's \$40,033.86.

9 Let's go back and look at his bank
10 statements around that time. I'm gonna publish
11 relevant portions of Plaintiff's Exhibit Number 1.
12 These are Gaddy Oil's checking account statements.
13 And again, I want you to be mindful of that date
14 June 8, 2012; and I want you to be mindful of the
15 amount of that check, \$40,033.86. We publish the
16 June statement from Gaddy Oil's checking account we
17 see that, folks, on June 8th there's a customer
18 debit from TransMontaigne. You see that? June 8,
19 2012. The amount of that debit is \$40,268.86.
20 Y'all remember Mr. Gaddy testifying that
21 Mr. Rishmawi and his companies would pay a little
22 extra beyond the billings? Well, look folks, when
23 is that 40,000-dollar check deposited into Gaddy
24 Oil's account? The exact same day. So Mr. Rishmawi
25 wants you to believe, well, wait a minute, we had to

1 go through this fancy system where TransMontaigne
2 was supposed to send an invoice to Mr. Gaddy and
3 then it was Mr. Gaddy's responsibility to get the
4 payment to my company. If that were true, if that
5 were true, how in the world was that company able to
6 pay, put 40,000-dollars into Gaddy Oil's account the
7 same day of the transaction? How is that able to be
8 done? Because his drivers, his drivers got the
9 invoice and they turned it around and gave it to
10 him. That's how that was done.

11 Mr. Gaddy said that what the company would
12 do, he would let them know, listen, Mr. Rishmawi,
13 you can use my credit, whatever he needs he has.
14 And folks, God bless him, when you work the hard
15 life that he has, a long life and you work in
16 business for a long time and you have good business
17 relationship with folks, you get this situation
18 where you can have unlimited credit. When Mr. Gaddy
19 got up and testified that he has limited credit with
20 TransMontaigne I said, wow, that's a testament to
21 his hard work and his longevity in his career. But
22 he told him, listen, give them what they want, and
23 actually had TransMontaigne to fax the invoices
24 directly to the company. But no, he, Mr. Rishmawi
25 would have you believe that the only reason why he

1 didn't pay this bill is because he never got a copy
2 of the invoice. Then I would then be curious, how
3 did he get a copy of this invoice? This is
4 21,000-dollar check just four days later, just four
5 days after the first one. How did he know to pay
6 that bill?

7 Folks, on June 28th G&S Transport deposits
8 almost 4200-dollars into Gaddy Oil's account. How
9 did he get that bill? How did he know to pay that
10 invoice? A few days later G&S Transport deposits
11 another check, almost 18,000-dollars into
12 Mr. Gaddy's account. Where'd he get that invoice?
13 You see, folks, unlike Mr. Rishmawi, we brought our
14 documents to court. We didn't have anything to
15 hide. We knew this case was coming up. So we have
16 our evidence here. He's had it from day one.
17 Mr. Rishmawi, on the other hand, all these years
18 have gone by. He's been to deposition, he's been to
19 court for three days, not one single document. That
20 is telling.

21 Mr. Gaddy has come into this courtroom
22 only asking for one thing, give me my money back,
23 man, that's all I'm asking for. I don't want any
24 more or any less than what I'm entitled to. You
25 know, 16 to 18-thousand dollars that he paid that he

1 didn't know he was supposed to pay, I'm not even
2 worried about that. He's telling us I just want my
3 money back. The interest that I had to pay on this
4 loan, what he's telling you all, I'm not even
5 worried about that, I just want my money back.

6 Mr. Rishmawi -- and it's something quite
7 brilliant actually in terms of how he structured
8 these businesses. He will have you all to believe
9 that, hum, well, I really don't have anything to do
10 with Dollar and More, the business, that
11 corporation, hum, no, I really don't have anything
12 to do with G&S Transports, that's somebody else,
13 somebody in my family owns that, I really don't have
14 anything to do with that. But who's the one at
15 every turn in the midst of all this? It's not his
16 daughter, it's not his son, it's not his wife; it's
17 him. He's the one. George Rishmawi is essentially
18 Dollar and More, Inc. and essentially G&S
19 Corporation because let me tell you how you can be
20 sure that this is, in fact, the case. G&S Transport
21 didn't have anything to do with the sale of that
22 Exxon store in Lake City to the Abuaita brothers,
23 right? They had -- that corporation had nothing to
24 do with that sale. Dollar and More, another
25 corporation that owns the corporation, had

1 absolutely nothing to do with the sale of that
2 business in Lake City. So if Mr. Rishmawi really
3 had nothing to do with those corporations and he
4 felt like, okay, well since you, Mr. Gaddy, stopped
5 paying me my money I'm gonna stop paying you my
6 money. Why didn't the corporations just pay the
7 bill? If he's truly separate as he wants you to
8 believe, why didn't he just as a private individual
9 file a lawsuit against Mr. Gaddy and let his company
10 pay that 32,000-dollar bill just like his company
11 had paid all the other bills for the two year period
12 of time before. The reason why he didn't, folk,
13 because they're all one and the same. And when he
14 shuts it down and he says no, it gets shut down and
15 it's a no.

16 Our law does not permit an unjust prosper,
17 and that's essentially what Mr. Rishmawi has done.
18 He has prospered very well. He was able to keep
19 32,000-dollars worth of fuel and sell it to whomever
20 presumingly at a premium and make a profit, and he
21 is not held to account for anything.

22 When Mr. Sabb told you all earlier that
23 the courtroom is a place of peace, I agree with him
24 one hundred percent. This is truly the place in our
25 county, in our state, in our country where parties

1 can come in and seek justice. Mr. Gaddy on behalf
2 of Gaddy Oil, Inc., folks, just seeks justice in the
3 case. Folks, we would submit to you that justice in
4 this case demands a verdict in favor of the
5 plaintiff in the amount of \$32,248.41 cents and we
6 ask you to return a verdict in that favor. Thank
7 you so much, appreciate again your time and your
8 attention.

9 THE COURT: Ms. Shuler, for the defendant.

10 MS. SHULER: Thank you, Your Honor, may it
11 please the Court, Mr. Sabb and Ms. Barr.

12 MR. SABB: Yes, ma'am.

13 MS. SHULER: Good afternoon, ladies and
14 gentlemen, thank y'all so much for your attention
15 over the last three years. We took you from your
16 homes and your jobs and you have much more important
17 things to do I'm sure than to sit here today, but
18 today is an important day just like the other two
19 days have been for Mr. Gaddy and for Mr. Rishmawi.
20 Ladies and gentlemen, the judge is gonna charge you
21 on the law on this case in just a few minutes. He
22 is the judge of the law and you guys are the judge
23 of the facts in this case. It is your job to apply
24 the facts to the law as the judge charges you in
25 just a few minutes.

1 Now the burden of proof in this case is a
2 greater weight of the preponderance of the evidence,
3 and I know that that probably sounds like Chinese to
4 you guys. But what that means is, if you take the
5 scales of justice out and the plaintiff tips the
6 scales ever so slightly in their favor, then
7 there's -- you find in their favor. Now Mr. Gaddy
8 has pled a cause of action for unjust enrichment,
9 and the judge is gonna tell you what that is but I'm
10 also gonna tell you what that is right now. And
11 what that means is that there was a benefit
12 conferred on the defendant by the plaintiff. That
13 the defendant realized that benefit, that he took
14 that benefit, and that based on the circumstances,
15 him retaining that benefit, is unfair. So what you
16 have to decide, ladies and gentlemen, is whether
17 there was a benefit conferred on G&S Transport,
18 Mr. Rishmawi, and Dollar and More, whether Mr. Gaddy
19 and Gaddy Oil Company conveyed that benefit on him
20 and whether it's right for him to retain the benefit
21 of whatever he may have been given. That is your
22 job; that's what you guys have to determine.

23 Now I'll submit to you today that
24 Mr. Gaddy, Gaddy Oil, has not proven their case.
25 Let's take a look at these bank records.

1 Plaintiff's Exhibit Number 4 is an invoice and the
2 date of that invoice if you will look is June 29th,
3 of 2012, and it says that the due date is July 9th
4 of 2012. The ship to address is Gaddy Oil Company.
5 The address on the invoice was Mr. Gaddy's P.O. Box.
6 So this invoice was generated on the 29th and sent
7 to Gaddy Oil Company at P.O. box 856 in Lake City.
8 So why is it so difficult to believe Mr. Rishmawi
9 whenever he says Mr. Gaddy got the invoices and he
10 sent them to me and I didn't get this invoice.
11 That's not difficult to believe. Look at the dates
12 on the invoice, look at where that invoice was sent.
13 Mr. Rishmawi testified that his drivers would get a
14 bill of lading. It looks like that right there.
15 There's no amount due on that bill of lading. His
16 drivers would pick that up. There's no amount due.
17 How is he supposed to know what to pay by the bill
18 of lading? When we look at Mr. Gaddy's bank records
19 there's a deposit for \$40,033.86 on June 8th, and
20 Mr. Gaddy has given us a check for June the 8th that
21 was deposited in his account. Have you seen any
22 other checks or deposits? You've just seen
23 notations that it was done. You haven't seen the
24 back of where the other deposits came from.
25 Mr. Gaddy says he wasn't doing business with anybody

1 else. Why didn't he give you the backup
2 documentation to all those other deposits?

3 You'll also notice on this bill of lading
4 it says sold to Gaddy Oil, shipped to Gaddy Oil.
5 The carrier is G&S Transport, LLC. This bill of
6 lading, carrier G&S Transport, LLC, destination,
7 Joel Street, South Carolina. Why should it be
8 Mr. Rishmawi's job to prove Mr. Gaddy's case? It
9 shouldn't be. They want you to believe that not
10 bringing in a driver was Mr. Rishmawi's fault. They
11 certainly could have brought the driver in here.
12 They certainly could have subpoenaed him and had him
13 come to trial. They could have brought in anybody
14 else they wanted to bring in. It's not all on
15 Mr. Rishmawi to do that. Yet Mr. Sabb, his
16 signature saying I say is the devil is in the
17 details. And ladies and gentlemen, you look at the
18 details on this case; there's something lacking.
19 You have two very business savvy men. They want for
20 you to believe that Mr. Gaddy was a 82 year old man,
21 based on his age he was taken advantage of. You
22 didn't gather that impression one bit when he was on
23 that witness stand. He knew his stuff. He knew it
24 just as well as I knew it. He testified and
25 recalled every single event just like it happened

1 yesterday. He is not some poor old man that's here
2 taking, being taken advantage of; that's certainly
3 not the case. He was sharp and he is sharp today.
4 These men as you can see do business on a handshake
5 and a promise. There is no contract between these
6 two parties. There was nothing along those lines at
7 all. It was a handshake and a promise. And what
8 Mr. Rishmawi relied on was a handshake and a promise
9 on that Exxon Oil Station gas sale or gas station
10 sell. He relied on a handshake and a promise.

11 Mr. Gaddy with Gaddy Rentals entered into
12 a contract with the Abuaite brothers to sell his
13 store in Lake City. This contract for sell is dated
14 January 23rd of 2009. He did not deed that store
15 over to the Abuaite brothers for two years after, at
16 least two years after that contract was signed. He
17 retained title to that store for at least two years
18 after he said he was gonna sell the store to the
19 Abuaite brothers.

20 Ladies and gentlemen, what happened in
21 that store during those two years? It went from a
22 store that was closed that didn't have a renter,
23 that was not operating, that did not have adequate
24 gas pumps or equipment to a booming business. You
25 have two gentlemen that are operating a store and

1 operating very successfully; and because of that,
2 Gaddy Rentals gets \$5,189 a month every month like
3 clock work. You heard a lot of evidence and
4 testimony about a promise, about what Mr. Rishmawi
5 said was a promise, a promise to pay for his role in
6 that sale. And you heard that those, that promise
7 was fulfilled for three years, two-and-a-half to
8 three years. Mr. Rishmawi extended his credit, his
9 time, his money, his expertise in that store. He
10 did what he could do to get that business rolling.
11 He used his contacts, talked to people at the
12 coolers company and TRACO and MECO, all of those
13 things.

14 Ladies and gentlemen, you have, you have
15 something very powerful and that's your good common
16 sense. And you can take that good common sense back
17 to that jury room when you begin deliberations and
18 you can apply every bit of the evidence and
19 testimony that you heard in this courtroom to the
20 facts and circumstances in this case. Mr. Gaddy
21 wants you to believe that Mr. Rishmawi was trying to
22 take advantage of him and get a commission. You
23 heard him yesterday say it was not a commission;
24 those were Mr. Gaddy's words. Mr. Gaddy said that
25 every month when G&S Oil Company would purchase on.

1 his account he got a commission. The commission was
2 his word. The deposit 40,333.86. The debit is
3 40,286.86. On each one of those transactions
4 Mr. Gaddy made a little bit of money, a commission
5 is what he called it. Those were his words.

6 Mr. Sabb asked Mr. Rishmawi where
7 everybody else was yesterday, where all of his other
8 people were. And I would disagree with Ms. Barr in
9 that Mr. Rishmawi said that he didn't have anything
10 to do with those companies. That's certainly not
11 what he said. It was, if I recall his testimony
12 correctly, he said that he was not the owner of G&S
13 Transport, LLC, he was not the owner of Dollar and
14 More, that he was the acting agent for those
15 companies. So he was here representing the two
16 companies in court. He is their acting agent. That
17 was his words. He's not here telling you that he
18 doesn't have anything to do with this case. His
19 testimony was is he didn't have any documents,
20 nothing on paper that backed up his claims, nothing.
21 It's just the way it was.

22 I'm sure that you guys have seen faxes
23 before and typically with a fax there's a line on
24 there that ways this is the number that it was to or
25 where it was came from. There's no indication that

1 that document, it was faxed. There's no indication
2 that that invoice was faxed. Neither is that.
3 You'll see at the top of that, it does — there is a
4 fax on top of that. So why is it so hard to
5 believe — and that was Mr. Gaddy's hand writing.
6 So again, why is it hard to believe that
7 Mr. Rishmawi did not get the invoices. Because I
8 tell you that it's the truth they were made.

9 Ladies and gentlemen of the jury, I thank
10 you for your attention. I'm not gonna take up
11 anymore of your time. I'm gonna ask for you to
12 listen to Ms. Barr and listen to the judge.
13 Whenever you go back into that jury room use your
14 good common sense, use that to apply the facts of
15 this case and I am confident that you will come back
16 with a verdict in favor of Mr. Rishmawi, G&S
17 Transports, LLC, and Dollar and More. Thank you.

18 THE COURT: Thank you, Ms. Shuler.
19 Mr. Sabb, reply?

20 MR. SABB: Thank you, Your Honor. If it
21 please the Court, Judge, folks, good morning. And
22 I'm not gonna be up here long. I just want to
23 respond to just a couple of things that my colleague
24 whom I respect greatly and admire her for all that
25 she does, not only what she's doing in this case but

1 all that she's done throughout her professional
2 career. Kimberly and I have nothing but admiration
3 for our colleague. But you know, this case really
4 is not about the lawyers and in some instances it's
5 really not about the litigants; it's all about the
6 facts of the case. This may come as breaking news
7 to you all, I'm not sure, but everybody who takes
8 that witness stand don't tell the truth. That might
9 be shocking to you all. Well what you're gonna hear
10 in the judge's charge on the law and what you all
11 are to consider in every case is it's called
12 credibility of witnesses, believability of
13 witnesses. You can believe all of what a witness
14 says or none of what a witness says. You can see
15 whether or not a witness' testimony is corroborated,
16 that is, whether or not it's buttressed, whether or
17 not there's conformation in other evidence as to
18 what they're telling is the truth, or whether or not
19 what they're saying is inconsistent. You can
20 consider whether or not a witness says on the
21 witness hand, well, I paid for repairs; on the other
22 hand, well, I was getting money on what I was
23 getting. On the other hand, well, I was getting
24 money because of my expertise. You can consider
25 whether or not a witness is hesitant, all of those

1 things. But the reason why the Court will give you
2 all those tools as guidance is because we know
3 everybody who takes that witness stand doesn't tell
4 the truth. Oftentimes they tell just what they have
5 to tell. They concede only what they must concede.

6 Let me just ask a question. If this case
7 is all about the fact that he hadn't seen the bill
8 until yesterday, why didn't he say, okay, I got the
9 bill and I'll pay it. If that's really the truth.
10 It's not the truth. The reality is he will never
11 pay that bill. This company that he absolutely
12 controls. Kimberly is absolutely right. If he says
13 no, the companies say no. The essence of it, folks,
14 is that he simply will not do it, Mr. Foreman,
15 unless there is a number on that verdict with your
16 signature that speaks the truth of this case.

17 You know, Ms. Barr and Ms. Shuler talked
18 about -- and it was important and I'm glad they both
19 did -- they talked about this side transaction that
20 is no longer before you all and there's a reason
21 why. You know, the law is a beautiful thing and the
22 beauty of the law is that it is designed, folks, to
23 protect the weak as well as the strong, to protect
24 those who are learned and those who are
25 knowledgeable and not as learned, protects the old

1 and the young. I mean, the law is a beautiful
2 thing. And so because the law is the way the law is
3 we don't have to worry about that transaction. It
4 is simply gone because the law has dealt with it.
5 And so I just wanted to make clear that that is no
6 longer an issue for consideration, although it was
7 important for both of the lawyers to discuss it.

8 Now Ms. Shuler takes the position that we
9 have not proven our case, okay, that's what she told
10 you all. Ms. Barr talked a little bit about the
11 difference in a criminal case and civil case from a
12 burden of proof standpoint, but I want to give you
13 all an analogy. It's football season, and here's
14 how it goes. Our burden of proof in this case is by
15 what we call the greater weight or the preponderance
16 of the evidence. You know, football is all about
17 getting across the goal line. Either you're going
18 to score a touch down, a field goal or extra point,
19 but it's all about going across the goal line. Not
20 in a civil case. In a civil case it's all about
21 getting beyond the fifty yard line. So if you get
22 one inch beyond the fifty yard line as far as the
23 civil cases are concerned it's touchdown; we have
24 met our burden of proof. Some people used to call
25 it like having the scales of justice and if the

1 scales were to ever tip so slightly in the
2 plaintiff's favor, then they've proven their case.
3 We submit to you all the evidence in this case is
4 actually a touchdown. It's a touchdown. It's a
5 touchdown because we know the truth, and that's
6 really what it's all about. At the end of the day
7 the purpose of the court proceedings -- and His
8 Honor told you all at the beginning, it is a search
9 for the truth. And the truth is G&S Transport was
10 getting gas all along. They got it in this case,
11 Rishmawi got mad because his scheme was no longer
12 gonna work and he says I ain't gonna pay you. And
13 you know, what's appalling about it, the company got
14 boat loads of money, boat loads. Look at those
15 invoices: 40,000-dollars one day, 20,000-dollars
16 another day, 18,000-dollars another day, boat loads
17 of money. But you know what big companies do to
18 little people, they squish 'em. That's what the
19 real business world is like sometimes, you know,
20 because I can do it, because I got it, I'll show
21 you. So then the little guy got to go borrow
22 32,000-dollars. He can't just go in any one of his
23 corporations and get it out. He's got to borrow it.
24 Then he's got to pay interest on it. What are they
25 doing? Living high on the hog, selling the gas and

1 making profit while this guy is struggling making
2 his payments. It ain't right and it ain't fair.

3 And you know, but, I want to be able to
4 live like him. You know, I want to be able to live
5 in a graceful way where you don't want anymore than
6 what you're entitled to; and rather than being
7 greedy and going for every single penny, he said
8 look, I just want it over, I just want what's coming
9 to me and let me go on about my business. He's not
10 envious of the Abuaita brothers and their success.
11 God bless 'em. He doesn't want anything from them.
12 They came to him and they said, well, we started
13 this transaction this way, we're paying you like
14 we're supposed to, you have any problems giving us
15 the deed? What'd he say? No, everything is going
16 fine, I'm happy. All he's living for, he just want
17 to treat people like he wants to be treated. And
18 all he's asked for in this case and I hope you all
19 can see it, he wants the \$32,228.42 that they took
20 out of his account. That's all he's asking for.
21 That G&S Transport, the gas that they got, that they
22 had been paying for before Mr. Rishmawi got mad.
23 All he wants is his money back. And then he asked
24 this one other thing of you all as jurors. He says,
25 folks, if y'all don't mind please, what I had to pay

1 when I got this was \$1,922.40. He said that's what
2 I had to pay the first time to renew this note. And
3 so he asks you all -- and let me tell y'all one more
4 thing. I just put that up there but this man not
5 used to asking people for anything. That's not how
6 he has lived his life. The idea of coming into
7 court, I mean, think about it. The man's been in
8 business for 50 something years. Now y'all know how
9 we are, we don't always pay our bills. I bet you
10 numbers of accounts that he's had to right off over
11 the years rather than bringing people into court.
12 That's not the way he lived; that's not the way he
13 lives. And quite frankly, he said to me one day,
14 look, I spent more time on the earth than I got
15 left, and I'm certainly not going to change the way
16 that I'm living now because I need to be closer to
17 where I want to go. And so this whole idea of
18 coming before you all and asking you to award a
19 verdict is not something that he prefers to do; but
20 guess what, he's got no choice. It ain't about them
21 not getting the bills; it's about them punishing him
22 and not paying him. And so he's asking, I'm asking
23 as his lawyer, that you all bring back a verdict in
24 this case for \$34,220.82, \$34,220.82 cents. That's
25 \$3,4220.82 folks. That's the verdict that speaks

1 the truth in this case.

2 You know, two more points and then I'm
3 gonna sit down. There's a Holiday Inn commercial on
4 television that involves some jurors. The jurors
5 were taking a long time so the judge sent the
6 bailiff back in the room and the bailiff went back
7 there and knocked on the door and they were all
8 business, all studying the case while the bailiff
9 was in there and so then the bailiff went back and
10 told the judge, Your Honor, they're still
11 deliberating. The second the bailiff left, then
12 they broke out the pizza and the sodas and they were
13 just having a good time because they were at the
14 Holiday Inn and they were having fun and that was
15 the whole thing of the commercial. Folks, really we
16 believe in this case that you shouldn't have to take
17 a long time. Take whatever time you need, but we
18 really believe the evidence in this case is clear
19 and so we're asking for you to please, ma'ams and
20 sirs, consider swift justice. After you've listened
21 to the law that the Court will give you we'd ask
22 that you please ma'ams and sirs consider swift
23 justice and bring back a verdict for \$34,220.82.

24 Lastly, lastly, let me say thank you again
25 to this court, to our clerk, to all of our bailiffs

1 for the courtesies that they've extended in this
2 case. I want to thank you jurors for what I
3 consider giving your almost infinite patience to us.
4 Mr. Gaddy sits there as an individual. Mr. Gaddy
5 sits there with all he has. He sits there with all
6 he loves. He sits there as a man of all who loves
7 him; and all of that, we now place in your hands.
8 Thank you, Mr. Foreman, ladies and gentlemen.

9 THE COURT: Thank you.

10 All right, ladies and gentlemen, all the
11 testimony has been presented. The attorneys have
12 given you their summation. Now is the time where I
13 will charge you the law that is applicable to this
14 case. And ladies and gentlemen, I remind you that
15 during this trial you and I have certain duties to
16 perform. As the trial judge it's my responsibility
17 to preside over the trial of this case and I also
18 have the duty to rule on the admissibility of
19 evidence that has been offered during this trial.
20 You are to consider only the evidence that is before
21 you. If there was any testimony ordered stricken
22 from the record during this trial you must disregard
23 that testimony. You are to consider only the
24 testimony that has come from the witness stand and
25 any exhibits which have been made a part of the

1 record and any stipulations of counsel.

2 Now ladies and gentlemen, I have the
3 additional duty to charge you the law that is
4 applicable to this case, and it is your duty as
5 jurors to accept and apply the law exactly as I now
6 state it to you. If you think you have an idea as
7 to what the law is or what the law ought to be and
8 it does not agree with what now I tell you the law
9 is, you must forget that idea because, ladies and
10 gentlemen, you took an oath and you are sworn to
11 accept and apply the law exactly as I now state it
12 to you.

13 In every case tried before a jury, you the
14 jury, become the sole and exclusive judges of the
15 facts; and as a trial judge, I cannot comment on or
16 make any statement about the facts in a case. As I
17 said, you are the jurors and you're the sole judges
18 of the facts and do not think by anything that I've
19 said during the trial that I have any opinion about
20 the facts of the case. The law simply does not
21 allow me to have an opinion about the facts.

22 Now ladies and gentlemen, as we've said,
23 the burden of proof in this case is by a
24 preponderance of the evidence. And a preponderance
25 of the evidence simply means the greater weight of

1 the evidence and it is evidence which as a whole
2 shows that the facts sought to be proved is more
3 likely true than not true. As we told you before,
4 this can be illustrated by a traditional set of
5 scales. When the case begins the scales are
6 absolutely even. After all the evidence has been
7 presented, if the scales remain even or tip ever so
8 slightly in favor of the defendants, then the
9 plaintiff will have failed to meet its burden and
10 would not be entitled to recover in this case. If,
11 on the other hand, if the scales should tip ever so
12 slightly in favor of the plaintiff, then the
13 plaintiff will have met the burden of proof and you
14 should return a verdict for the plaintiff.

15 Now ladies and gentlemen, the
16 preponderance of the evidence is not determined by
17 the number of witnesses; instead, it must be
18 determined by the greater weight of all of the
19 evidence in this case. Now ladies and gentlemen,
20 there are two types of evidence that are generally
21 presented during a trial. There's direct evidence
22 and there's circumstantial evidence. Direct
23 evidence is the testimony of a person who claims to
24 have actual knowledge of a fact such as an
25 eyewitness. It is evidence which immediately

1 establishes the main fact to be proved.
2 Circumstantial evidence is proof of a chain of facts
3 and circumstances indicating the existence of a
4 fact. It is evidence which immediately establishes
5 collateral facts from which the main fact may be
6 proved or may be inferred. And circumstantial
7 evidence is based on inference and not on personal
8 knowledge or observation, but the law makes
9 absolutely no distinction between the weight or
10 value to be given to either direct or circumstantial
11 evidence; nor is a greater degree of certainty
12 required for circumstantial evidence than of direct
13 evidence. Ladies and gentlemen, you should weigh
14 all of the evidence in this case. The facts and
15 circumstances should be considered in light of
16 ordinary experience and your common sense, and the
17 existence of a fact cannot be based on speculation,
18 surmise, or conjecture.

19 Now ladies and gentlemen of the jury,
20 necessarily, you must determine the credibility of
21 the witnesses who have testified in this case and
22 credibility means believability. And it becomes
23 your duty as jurors to evaluate the evidence and
24 determine which evidence convinces you of its truth.
25 And in determining the believability of witnesses

1 who have testified in this case, you may believe one
2 witness over several witnesses or several witnesses
3 over one witness. You may believe part of the
4 testimony of a witness and reject the remaining
5 parts of the testimony of that same witness, and you
6 may believe the testimony of a witness in its
7 entirety or reject the testimony of a witness in its
8 entirety. And you may consider whether the witness
9 has an interest in the result of this trial, whether
10 the witness is prejudiced towards either the
11 plaintiff or the defendant and the opportunity for
12 the witness to have seen the matters and things
13 about which the witness may testify. And you may
14 consider the way the witness acts on the witness
15 stand.

16 Now ladies and gentlemen, during this
17 trial we had testimony by way of deposition of
18 witnesses taken outside of the courtroom. A witness
19 may or may not appear personally before you in a
20 deposition, was taken in a manner prescribed by law
21 and you will consider the testimony that deposition
22 just as if the witness was here on the stand
23 testifying. And you may take the testimony, the
24 deposition testimony, in conjunction or in
25 connection with other testimony as you assess the

1 credibility of that witness from anything that might
2 be in the record and that will aid you in doing so.
3 And you -- you may consider the deposition evidence
4 along with the testimony of the witnesses who have
5 appeared in person and you determine from all the
6 evidence in this case whether the witness presented
7 or by deposition or whether exhibits in this case
8 what the truth of this controversy is according to
9 you as you find them and then apply the law as I
10 give it to you.

11 And now, ladies and gentlemen, when a
12 party fails to produce the testimony of an available
13 material witness who is within some degree of
14 control of a party it may be inferred that the
15 testimony of such witness if presented would be
16 adverse to the party who failed to call the witness.
17 The unfavorable inference arising from the failure
18 of a party to call an available material witness may
19 be drawn only where under the circumstances of a
20 case the failure to produce such witness creates
21 suspicion of a willful attempt to withhold competent
22 evidence when the presumption is drawn it cannot be
23 treated as independent evidence of a fact, otherwise
24 unproven but can only be considered in determining
25 the credibility of probative force of the evidence

1 presented and the inference has the effect only of
2 authorizing the jury, you the jury, to give greater
3 weight to the evidence of the adverse party or to
4 give less weight to the evidence of the party who
5 failed to call the witness than it might otherwise
6 have done.

7 Now ladies and gentlemen, the plaintiff
8 alleges that the defendant was unjustly enriched. A
9 parties may be unjustly enriched when it has and
10 retains benefits of money which in justice and
11 equity belong to another. In order to prove the
12 defendant was unjustly enriched the plaintiff must
13 prove that by a preponderance of the evidence. It
14 must prove that by a preponderance of the evidence
15 as I stated. The remedy for unjust enrichment is
16 restitution and restitution permits recovery of that
17 amount when the defendant has benefited at the
18 expense of plaintiff in order to include unjust
19 enrichment. And to recover restitution in the
20 context of unjust enrichment the plaintiff must show
21 one, that he conferred a non-gratuitous benefit to
22 the defendant; two, that the defendant realized some
23 value from the benefit and it would be inequitable
24 for the defendant to retain benefit without paying
25 the plaintiff for its value.

1 Now ladies and gentlemen, there are two
2 possible verdicts which you may find in this case.
3 And number one is we find: We, the jury, find that
4 the defendant was unjustly enriched and there'll be
5 a blank that says yes. And if you check yes you go
6 to question two. If you check no, then you would
7 stop your deliberation. And then number two would
8 be: We, the jury, find restitution in the amount of
9 blank for the plaintiff, and that will be in your
10 consideration. Now ladies and gentlemen, there's no
11 significance whatsoever in the order in which to
12 state the possible verdicts; it's just that one must
13 be stated first.

14 Now ladies and gentlemen, all twelve of
15 you must agree on the verdict. Your verdict cannot
16 be based on sympathy, passion, prejudice, emotion,
17 or any other consideration that is not in evidence
18 in this case.

19 Mr. Foreman, when the jury does reach a
20 verdict please check the box as I just said, sign
21 your name at the bottom. It's already dated for
22 you. We assume you're gonna end today sometime so.
23 Then please knock on the jury room door, let the
24 bailiff know that you have reached a verdict and
25 then you will be received back here in the courtroom

1 for publication of your verdict. So ladies and
2 gentlemen, I ask that you go to your jury room now
3 but do not begin your deliberations as there are
4 some matters that I still must take up with the
5 attorneys. All right, thank you.

6 (WHEREUPON, the jury was removed from the
7 courtroom at 11:13 a.m.)

8 THE COURT: Are there any other objections
9 to be placed on the record, and I think you've got
10 something you want to place on there as well.

11 MS. SHULER: Thank you, Your Honor, may it
12 please the Court. Prior to beginning our closing
13 arguments, Your Honor, there was a side bar
14 conference where Your Honor ruled that I would not
15 be allowed to present evidence of the nonpayment of
16 the ---

17 THE COURT: Yes, ma'am.

18 MS. SHULER: ---agreed upon money that
19 Mr. Rishmawi had presented evidence.

20 THE COURT: That was based upon my ruling
21 yesterday.

22 MS. SHULER: That's correct, Your Honor.
23 And Your Honor, that, the ability to argue that goes
24 into the crux of payment or nonpayment. It is a
25 defense that we have presented to the Court. There

1 was evidence of that presented from the witness
2 stand so, Your Honor, just for the record we would
3 like to place our objection to Your Honor's ruling
4 on the record as we should have been allowed to go
5 into that during closing statements.

6 THE COURT: All right, very well. Are
7 there any other objections from the plaintiff?

8 MS. BARR: Judge, we don't have any
9 exceptions or objections to the Court's jury
10 charges. We would just place on the record that
11 even if the defense takes the position that they
12 were entitled to present their counterclaim or
13 cross-complaint to the jury, one, I believe the crux
14 of the counterclaim and cross-complaint is that the,
15 this defendant did repairs and/or offered his
16 services to the now owners of the Lake City Exxon,
17 and therefore, that was a benefit that was realized
18 as a result of his expertise. One, Judge, at
19 relates to any repairs that were done, there was
20 testimony by the brothers that they reimbursed
21 Mr. Rishmawi for all the repairs so as to that
22 issue, the defendant would not be entitled to
23 submission of any dollar amount to the jury for
24 repairs that they expended. As I understand, that
25 testimony regarding those repairs being repaid to

1 defendant was uncontradicted. Two, if the defendant
2 is seeking reimbursement for his expertise, Judge,
3 there was no testimony presented as to the value of
4 that expertise. It would simply be up to the jury
5 if they believe it to be credible to speculate as to
6 what that value was; and again, that was not a value
7 that was realized by the plaintiff. It was a value
8 that was realized by the Abulaita brothers so we just
9 want to place those arguments on the record to in
10 support of the Court's denial or the granting of our
11 directed verdict motion on that counterclaim.

12 THE COURT: All right, thank you. Here's
13 the verdict form. If y'all want to get together and
14 make sure all the proper exhibits go back to the
15 jury and then once they do we can tell them they can
16 begin their deliberations. Thank you. Do y'all
17 have any objections to sending the jury charge to
18 the jury?

19 MS. BARR: I don't.

20 THE COURT: Do you have any objection, Ms.
21 Shuler?

22 MS. SHULER: Your Honor, that falls within
23 your discretion.

24 THE COURT: Okay, we'll go ahead and send
25 it to them if you got a printed copy.

1 (WHEREUPON, jury began deliberations at
2 11:17 a.m. and a recess was taken from
3 the proceedings.)

4 THE COURT: Let's bring our jury in.

5 (WHEREUPON, the jury was returned to the
6 courtroom at approximately 12:00 p.m.,
7 and the following proceedings commenced
8 in open court.)

9 THE COURT: Mr. Foreman, has the jury
10 reached a verdict?

11 THE FOREMAN: Yes, we have, Your Honor.

12 THE COURT: Is it unanimous?

13 THE FOREMAN: Yes, sir, it is.

14 THE COURT: Please pass it to the bailiff
15 or the clerk.

16 (Verdict form was tendered to the Court.)

17 THE COURT: Please publish.

18 THE CLERK OF COURT: In case number
19 2012-CP-45-471 Gaddy Oil, Incorporated versus George
20 Rishmawi, Sr. a/k/a Issa G. Rishmawi, individually
21 and trading as G&S Transport, LLC, and Dollar and
22 More, Incorporated, G&S Transport, LLC, and Dollar
23 and More, Incorporated, as defendants. We, the
24 jury, find that the defendant was unjustly enriched:
25 Yes. Two: We, the jury, find restitution amount of

1 \$34,220.82 for the plaintiff. It is signed by the
2 foreperson Ronald Jenkins dated September 10th,
3 2015.

4 THE COURT: Ladies and gentlemen, if this
5 is your verdict and still your verdict please raise
6 your right hands.

7 (All jurors complied by raising their hand.)

8 THE COURT: Let the record reflect that
9 all jurors raised their right hand. Would the
10 defendant request polling of the jury?

11 MS. SHULER: No additional polling, Your
12 Honor.

13 THE COURT: All right, then the verdict
14 stands. Ladies and gentlemen, I want to take the
15 opportunity to thank you for reaching a verdict.
16 You know, it's not always easy to reach a verdict,
17 but y'all did and that's what y'all were asked to
18 do. So ladies and gentlemen, thank you. As always
19 as you were going out I told you couldn't discuss
20 the case with anyone. Well, you can it with anyone
21 and for long as you want to in this matter or as
22 little as you want to. This counts as your jury
23 service so I'm gonna excuse you.

24 (Jury was excused.)

25 THE COURT: Do you want ten days to file

1 your motions?

2 MS. SHULER: Your Honor, I can put them on
3 the motion. At this time I would move for a
4 judgment notwithstanding the verdict or in the
5 alternative new trial. The defendant was denied his
6 day in court. He was denied his ability to present
7 his defense. Your Honor, we think that that
8 entitles him to a new trial. In addition, Your
9 Honor, he was denied his right to present his
10 counterclaim. He was denied his ability to put that
11 in front of the jury and enable them to make a
12 decision on that issue. And, Your Honor, based on
13 those things we would ask for Your Honor to set
14 aside the verdict or in the alternative grant the
15 defendant a new trial.

16 THE COURT: Mr. Sabb or Ms. Barr?

17 MS. BARR: Your Honor, we would
18 respectfully disagree with counsel. Again, I would
19 simply reiterate the arguments I made previously.
20 Your Honor, as to the defendant's claim for breach
21 of contract indicated can be cross-complaint that
22 the defendant Mr. Rishmawi expended fifty thousand
23 dollars for repairs to Lake City Exxon. Your Honor,
24 the uncontroverted evidence at trial was that all
25 moneys expended by Mr. Rishmawi to assist in the

1 repairs of Lake City Exxon were repaid by the
2 eventual purchasers of that business, the Abuaite
3 brothers.

4 In addition, Your Honor, any repairs that
5 were made to that store did not inure to the benefit
6 of plaintiff or the crossclaim defendant Gaddy
7 Rentals, LLC, because, Judge, the promissory note
8 and the contract for the sale of the business was
9 signed in January of '09; and Your Honor, it was
10 after January of 2009 that these purported repairs
11 and renovations were made. By that time
12 Mr. Rishmawi had already signed the promissory note
13 guaranteeing paying the payment of five hundred
14 thousand dollars. So therefore, Mr. Gaddy on behalf
15 of Gaddy Rentals was gonna get the five hundred
16 thousand dollars regardless of his promissory notice
17 had already been executed so he did not, he was not
18 the beneficiary of any benefit for the repairs made.
19 Further, as another part of the cross-complaint,
20 there is an allegation or claim from quantum merit
21 again as Mr. Gaddy on behalf of his rental company
22 had already sold the property to the Abuaite
23 brothers as is. He did not reap the benefits of any
24 of the improvements or the value of those
25 improvements made to the business. Those type

1 claims, I would submit, would have had to have been
2 brought against the Abuaita brothers, and so we
3 would just respectfully disagree with counsel and
4 assert that the grant of a directed verdict is
5 appropriate.

6 THE COURT: All right.

7 MR. SABB: Judge, also, any value that was
8 received as result of his experience in business
9 would have been too speculative. There is no, there
10 was no testimony regarding what the value of his
11 experience and his expertise was and how that
12 purported value and expertise assisted with the
13 purchase of the business.

14 THE COURT: Yes, ma'am.

15 MS. SHULER: Your Honor, if I may, the
16 agreement was that Mr. Rishmawi be paid fifty
17 thousand dollars. That takes the value of his
18 services out of question because that was the
19 agreement, and that agreement was operated under by
20 monthly payments of five hundred dollars every month
21 for nearly three years. In addition, Your Honor,
22 the property was merely under contract for sale.
23 The closing did not happen. It's undisputed that
24 the closing did not happen until merely two years
25 after the contract for sale was made. The title was

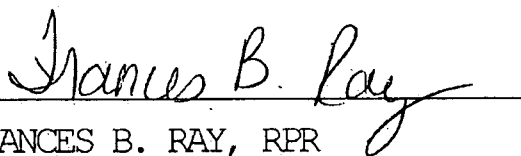
C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

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

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

Witness my hand at Florence, South Carolina, this 2nd day of March, 2016.


FRANCES B. RAY, RPR

Receipt for Exhibits

Case # 12-CP-45-471

Plaintiff Gaddy Oil

Defendant George Rishmaui, et. al.

Date Trial Started 9-08-15

Judge W. Jeffrey Young

Plt's Atty Marie Sabb, Kimberly Bar.

Def's Atty Amanda Shuler

Date Trial Ended 9-10-15

Received of James B. Ray

, Court Reporter for the above case, these exhibits:

1. checking account bank statements
2. copies of checks
3. Note
4. Trans Mountain invoice
5. Bill of lading
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. Def
15. 1. promissory note
16. 2. invoice
17. 3. Meco contract
18. _____
19. _____
20. _____

Court's
1. deposition of Rishmaui
2. deposition of Gaddy

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

2015 SEP 10 PM 12:28

This 10th day of September, 20 15

Page 1 of 1

Williamsburg County Clerk of Court
By: Sharon W. Stagers

Date 7/27/10 Page 1
 Primary Account
 Enclosures 7

GADDY OIL INC

LAKE CITY SC 29560-0856



***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING
 Account Number [REDACTED] Image Statement 7
 Previous Balance 879.29 Statement Dates 6/24/10 thru 7/27/10
 2 Deposits 20,292.07 Days in This Statement Period 34
 7 Checks/Charges 20,304.89 Average Ledger 745
 Service Charge .00 Average Collected 1,002-
 Interest Paid .00
 Current Balance 866.47

----- Deposits and Additions -----
 Date Description Amount
 7/23 DDA DEPOSIT 479.49
 7/23 DDA DEPOSIT 19,812.58

----- Withdrawals and Deductions -----
 Date Description Amount
 6/28 Bill paid-VERIZON 122.90
 7/23 CUST DEBIT TRANSMONTAIGNE 19,762.58
 1841477374 07/23/10
 ID #-
 TRACE #-091000011939453

----- Summary by Check Number -----
 7/08 2707 18.67 7/15 2710 111.25
 7/16 2708 59.05 7/26 2711 190.44
 7/13 2709 40.00

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----
 Date Balance Date Balance Date Balance
 6/24 879.29 7/13 697.72 7/23 1,056.91
 6/28 756.39 7/15 586.47 7/26 866.47
 7/08 737.72 7/16 527.42

A CERTIFIED TRUE COPY
Sharon W. Stagers
 SHARON W. STAGERS
 CLERK OF COURT
 WILLIAMSBURG COUNTY

Date 8/25/10 Page 1.
Primary Account
Enclosures 6

GADDY OIL INC

LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING

Image Statement

Statement Dates 7/28/10 thru 8/25/10

Days in This Statement Period 29

Average Ledger 6,954

Average Collected 368

Account Number
Previous Balance 866.47
4 Deposits 93,415.45
6 Checks/Charges 93,193.27
Service Charge .00
Interest Paid .00
Current Balance 1,088.65

----- Deposits and Additions -----

Date	Description	Amount
7/29	DDA DEPOSIT	3,732.85
7/30	DDA DEPOSIT	48,803.61
8/09	DDA DEPOSIT	18,966.88
8/12	DDA DEPOSIT	21,912.11

----- Withdrawals and Deductions -----

Date	Description	Amount
7/30	CUST DEBIT TRANSMONTAIGNE 1841477374 07/30/10 ID #- TRACE #-091000012743513	3,732.85
8/02	CUST DEBIT TRANSMONTAIGNE 1841477374 08/02/10 ID #- TRACE #-091000010829396	48,653.61
8/09	CUST DEBIT TRANSMONTAIGNE 1841477374 08/09/10 ID #- TRACE #-091000010219360	18,966.88
8/13	CUST DEBIT TRANSMONTAIGNE 1841477374 08/13/10 ID #- TRACE #-091000012731312	21,792.11

----- Summary by Check Number -----

8/12	2712	18.67	8/13	2713	29.15

* Indicates Break in Check Number Sequence

Date 9/28/10 Page 1
 Primary Account
 Enclosures 12

GADDY OIL INC
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	12
Account Number	29560-0856	Statement Dates	8/26/10 thru 9/28/10
Previous Balance	1,088.65	Days in This Statement Period	34
5 Deposits	109,454.29	Average Ledger	1,049
12 Checks/Charges	109,582.22	Average Collected	3,867-
Service Charge	.00		
Interest Paid	.00		
Current Balance	960.72		

----- Deposits and Additions -----

Date	Description	Amount
8/27	DDA DEPOSIT	21,083.35
9/07	DDA DEPOSIT	38,831.20
9/13	DDA DEPOSIT	19,431.67
9/20	DDA DEPOSIT	22,311.56
9/24	DDA DEPOSIT	7,796.51

----- Withdrawals and Deductions -----

Date	Description	Amount
8/27	CUST DEBIT TRANSMONTAIGNE 1841477374 08/27/10 ID #- TRACE #-091000011392749	21,023.33
9/07	CUST DEBIT TRANSMONTAIGNE 1841477374 09/07/10 ID #- TRACE #-091000010766714	38,741.20
9/13	CUST DEBIT TRANSMONTAIGNE 1841477374 09/13/10 ID #- TRACE #-091000010225239	19,371.67
9/20	CUST DEBIT TRANSMONTAIGNE 1841477374 09/20/10 ID #- TRACE #-091000010436509	22,251.56
9/24	CUST DEBIT TRANSMONTAIGNE 1841477374 09/24/10 ID #- TRACE #-091000011871244	7,796.51

Date 10/26/10 Page 1
 Primary Account
 Enclosures 14

GADDY OIL INC
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	14
Account Number	██████████	Statement Dates	9/29/10 thru 10/26/10
Previous Balance	960.72	Days in This Statement Period	28
7 Deposits	131,200.78	Average Ledger	1,040
14 Checks/Charges	131,141.58	Average Collected	7,366-
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,019.92		

----- Deposits and Additions -----

Date	Description	Amount
9/29	DDA DEPOSIT	8,847.59
9/30	DDA DEPOSIT	21,010.04
10/05	DDA DEPOSIT	20,871.63
10/08	DDA DEPOSIT	21,586.44
10/12	DDA DEPOSIT	15,720.43
10/18	DDA DEPOSIT	20,842.78
10/22	DDA DEPOSIT	22,321.87

----- Withdrawals and Deductions -----

Date	Description	Amount
9/29	CUST DEBIT TRANSMONTAIGNE 1841477374 09/29/10 ID #- TRACE #-091000010266431	8,817.59
9/30	CUST DEBIT TRANSMONTAIGNE 1841477374 09/30/10 ID #- TRACE #-091000011978899	20,950.04
10/05	CUST DEBIT TRANSMONTAIGNE 1841477374 10/05/10 ID #- TRACE #-091000010398801	20,801.62
10/08	CUST DEBIT TRANSMONTAIGNE 1841477374 10/08/10 ID #- TRACE #-091000011978960	21,526.44
10/12	CUST DEBIT TRANSMONTAIGNE 1841477374 10/12/10	15,680.43

Date 10/26/10 Page 2
 Primary Account
 Enclosures 14

SMALL BUSINESS CHECKING- 2667878 (Continued)

----- Withdrawals and Deductions -----

Date	Description	Amount
	ID #-	
	TRACE #-091000010235291	
10/18	CUST DEBIT TRANSMONTAIGNE	20,787.78
	1841477374 10/18/10	
	ID #-	
	TRACE #-091000010244054	
10/22	CUST DEBIT TRANSMONTAIGNE	22,261.87
	1841477374 10/22/10	
	ID #-	
	TRACE #-091000012193017	

----- Summary by Check Number -----

Date	Check Number	Amount
10/01	2719	20.35
10/04	2721*	86.81
10/08	2723*	18.67
10/15	2724	23.04
10/15	2725	80.75
10/25	2726	82.48
10/25	2727	3.71

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
9/29	990.72	10/05	1,013.57	10/18	1,046.11
9/30	1,050.72	10/08	1,054.90	10/22	1,106.11
10/01	1,030.37	10/12	1,094.90	10/25	1,019.92
10/04	943.56	10/15	991.11		

Date 11/23/10 Page 1
 Primary Account
 Enclosures 8

GADDY OIL INC
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING
 Account Number [REDACTED] Image Statement 8
 Previous Balance 1,019.92 Statement Dates 10/27/10 thru 11/23/10
 5 Deposits 137,658.76 Days in This Statement Period 28
 7 Checks/Charges 137,417.60 Average Ledger 2,983
 Service Charge .00 Average Collected 7,393-
 Interest Paid .00
 Current Balance 1,261.08

----- Deposits and Additions -----

Date	Description	Amount
10/27	DDA DEPOSIT	4,008.43
10/29	DDA DEPOSIT	23,801.67
11/12	DDA DEPOSIT	17,265.08
11/15	DDA DEPOSIT	46,095.56
11/19	DDA DEPOSIT	46,488.02

----- Withdrawals and Deductions -----

Date	Description	Amount
10/27	CUST DEBIT TRANSMONTAIGNE 1841477374 10/27/10 ID #- TRACE #-091000010245345	3,998.43
10/29	CUST DEBIT TRANSMONTAIGNE 1841477374 10/29/10 ID #- TRACE #-091000013041438	23,741.67
11/15	CUST DEBIT TRANSMONTAIGNE 1841477374 11/15/10 ID #- TRACE #-091000010662824	63,195.64
11/19	CUST DEBIT TRANSMONTAIGNE 1841477374 11/19/10 ID #- TRACE #-091000011683081	46,368.02
11/23	DDA INCOMING CASH LETTER FRONTIER 8585	81.25

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 Primary Account
 Enclosures 17

GADDY OIL INC

LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING

Account Number		Image Statement	17
Previous Balance	1,261.08	Statement Dates 11/24/10 thru 12/28/10	
11 Deposits	297,258.10	Days in This Statement Period	35
16 Checks/Charges	296,792.49	Average Ledger	1,504
Service Charge	.00	Average Collected	12,656-
Interest Paid	.00		
Current Balance	1,726.69		

----- Deposits and Additions -----

Date	Description	Amount
11/29	DDA DEPOSIT	44,587.71
12/03	DDA DEPOSIT	44,509.06
12/07	DDA DEPOSIT	22,683.08
12/09	DDA DEPOSIT	27,246.74
12/10	DDA DEPOSIT	41,830.00
12/13	DDA DEPOSIT	22,877.39
12/20	DDA DEPOSIT	24,863.68
12/24	DDA DEPOSIT	17,747.66
12/27	DDA DEPOSIT	5,854.85
12/27	DDA DEPOSIT	32,730.70
12/28	DDA DEPOSIT	12,327.23

----- Withdrawals and Deductions -----

Date	Description	Amount
11/29	CUST DEBIT TRANSMONTAIGNE 1841477374 11/29/10 ID #-	44,467.71
	TRACE #-091000010421676	
12/03	CUST DEBIT TRANSMONTAIGNE 1841477374 12/03/10 ID #-	44,389.06
	TRACE #-091000011679930	
12/07	CUST DEBIT TRANSMONTAIGNE 1841477374 12/07/10 ID #-	22,623.08
	TRACE #-091000010280478	
12/09	CUST DEBIT TRANSMONTAIGNE 1841477374 12/09/10	27,186.74

Date 12/28/10 Page 2
 Primary Account
 Enclosures 17

SMALL BUSINESS CHECKING

2667878 (Continued)

----- Withdrawals and Deductions -----		
Date	Description	Amount
	ID #-	
	TRACE #-091000010370429	
12/10	CUST DEBIT TRANSMONTAIGNE	41,730.00
	1841477374 12/10/10	
	ID #-	
	TRACE #-091000012160626	
12/13	CUST DEBIT TRANSMONTAIGNE	22,817.39
	1841477374 12/13/10	
	ID #-	
	TRACE #-091000010217555	
12/20	CUST DEBIT TRANSMONTAIGNE	24,803.68
	1841477374 12/20/10	
	ID #-	
	TRACE #-091000010325744	
12/24	CUST DEBIT TRANSMONTAIGNE	17,697.66
	1841477374 12/24/10	
	ID #-	
	TRACE #-091000011768438	
12/27	CUST DEBIT TRANSMONTAIGNE	38,485.05
	1841477374 12/27/10	
	ID #-	
	TRACE #-091000010666342	
12/28	CUST DEBIT TRANSMONTAIGNE	12,297.22
	1841477374 12/28/10	
	ID #-	
	TRACE #-091000010341315	

----- Summary by Check Number -----

11/26	2730	89.74	12/10	2733	12.61
12/02	2731	21.05	12/27	2734	100.00
12/03	2732	20.00	12/27	2735	51.50

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
11/24	1,261.08	12/07	1,430.29	12/24	1,747.68
11/26	1,171.34	12/09	1,490.29	12/27	1,696.68
11/29	1,291.34	12/10	1,577.68	12/28	1,726.69
12/02	1,270.29	12/13	1,637.68		
12/03	1,370.29	12/20	1,697.68		

Date 1/25/11 Page 1
 Primary Account
 Enclosures 13

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	13
Account Number	[REDACTED]	Statement Dates 12/29/10 thru	1/25/11
Previous Balance	1,726.69	Days in This Statement Period	28
10 Deposits	267,336.58	Average Ledger	1,893
17 Checks/Charges	266,904.90	Average Collected	17,962-
Service Charge	.00		
Interest Paid	.00		
Current Balance	2,158.37		

----- Deposits and Additions -----

Date	Description	Amount
12/30	DDA DEPOSIT	18,641.35
12/31	DDA DEPOSIT	24,473.30
1/05	DDA DEPOSIT	9,068.30
1/07	DDA DEPOSIT	28,180.50
1/11	DDA DEPOSIT	24,873.02
1/13	DDA DEPOSIT	12,129.74
1/14	DDA DEPOSIT	41,872.39
1/18	DDA DEPOSIT	25,409.99
1/21	DDA DEPOSIT	31,374.25
1/24	DDA DEPOSIT	51,313.74

----- Withdrawals and Deductions -----

Date	Description	Amount
12/30	CUST DEBIT TRANSMONTAIGNE 1841477374 12/30/10	18,581.35
	ID #-	
	TRACE #-091000011174256	
12/31	CUST DEBIT TRANSMONTAIGNE 1841477374 12/31/10	24,413.30
	ID #-	
	TRACE #-091000012030352	
1/03	Bill paid-FRONTIER 8585	77.05
1/05	CUST DEBIT TRANSMONTAIGNE 1841477374 01/05/11	9,058.30
	ID #-	
	TRACE #-091000010455819	
1/07	CUST DEBIT TRANSMONTAIGNE 1841477374 01/07/11	28,110.50

Date 1/25/11 Page 2
Primary Account
Enclosures 13

SMALL BUSINESS CHECKING 2667878 (Continued)

----- Withdrawals and Deductions -----		
Date	Description	Amount
	ID #-	
	TRACE #-091000011787441	
1/10	NSF PAID ITEM(S) CHARGE	28.00
1/11	CUST DEBIT TRANSMONTAIGNE	24,813.02
	1841477374 01/10/11	
	ID #-	
	TRACE #-091000010490504	
1/13	CUST DEBIT TRANSMONTAIGNE	12,099.74
	1841477374 01/13/11	
	ID #-	
	TRACE #-091000010435002	
1/14	CUST DEBIT TRANSMONTAIGNE	41,772.39
	1841477374 01/14/11	
	ID #-	
	TRACE #-091000011878270	
1/18	CUST DEBIT TRANSMONTAIGNE	25,345.99
	1841477374 01/18/11	
	ID #-	
	TRACE #-091000010568104	
1/20	NSF PAID ITEM(S) CHARGE	28.00
1/21	CUST DEBIT TRANSMONTAIGNE	25,266.36
	1841477374 01/21/11	
	ID #-	
	TRACE #-091000012244574	
1/21	CUST DEBIT TRANSMONTAIGNE	6,004.89
	1841477374 01/20/11	
	ID #-	
	TRACE #-091000010756996	
1/24	CUST DEBIT TRANSMONTAIGNE	51,193.74
	1841477374 01/24/11	
	ID #-	
	TRACE #-091000010259169	

----- Summary by Check Number -----

1/05	2736	15.58	1/18	2738	70.46
1/06	2737	26.23			

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
12/29	1,726.69	1/06	1,737.83	1/14	1,969.83
12/30	1,786.69	1/07	1,807.83	1/18	1,963.37
12/31	1,846.69	1/10	1,779.83	1/20	1,935.37
1/03	1,769.64	1/11	1,839.83	1/21	2,038.37
1/05	1,764.06	1/13	1,869.83	1/24	2,158.37

Date 2/23/11 Page 1
 Primary Account
 Enclosures 13

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	13
Account Number	[REDACTED]	Statement Dates	1/26/11 thru 2/23/11
Previous Balance	2,158.37	Days in This Statement Period	29
10 Deposits	250,659.11	Average Ledger	1,900
14 Checks/Charges	251,779.40	Average Collected	14,630-
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,038.08		

----- Deposits and Additions -----

Date	Description	Amount
1/27	DDA DEPOSIT	3,785.75
1/31	DDA DEPOSIT	37,279.88
2/01	DDA DEPOSIT	13,567.12
2/02	DDA DEPOSIT	14,172.69
2/04	DDA DEPOSIT	24,487.29
2/07	DDA DEPOSIT	28,937.91
2/10	DDA DEPOSIT	51,426.35
2/11	DDA DEPOSIT	9,209.13
2/14	DDA DEPOSIT	13,999.49
2/18	DDA DEPOSIT	53,793.50

----- Withdrawals and Deductions -----

Date	Description	Amount
1/26	Bill paid-FRONTIER 8585	77.64
1/27	CUST DEBIT TRANSMONTAIGNE	3,775.75
	1841477374 01/27/11	
	ID #-	
	TRACE #-091000010493973	
1/31	CUST DEBIT TRANSMONTAIGNE	37,159.88
	1841477374 01/31/11	
	ID #-	
	TRACE #-091000011618895	
2/01	CUST DEBIT TRANSMONTAIGNE	13,537.12
	1841477374 02/01/11	
	ID #-	
	TRACE #-091000010912314	
2/02	CUST DEBIT TRANSMONTAIGNE	14,142.69
	1841477374 02/02/11	

Date 2/23/11 Page 2
 Primary Account
 Enclosures 13

SMALL BUSINESS CHECKING 2667878 (Continued)

----- Withdrawals and Deductions -----		
Date	Description	Amount
	ID #-	
	TRACE #-091000010323265	
2/04	CUST DEBIT TRANSMONTAIGNE	24,427.29
	1841477374 02/04/11	
	ID #-	
	TRACE #-091000012290332	
2/07	CUST DEBIT TRANSMONTAIGNE	28,867.91
	1841477374 02/07/11	
	ID #-	
	TRACE #-091000010610061	
2/10	CUST DEBIT TRANSMONTAIGNE	51,306.35
	1841477374 02/10/11	
	ID #-	
	TRACE #-091000010663671	
2/11	CUST DEBIT TRANSMONTAIGNE	9,189.13
	1841477374 02/11/11	
	ID #-	
	TRACE #-091000011558128	
2/14	CUST DEBIT TRANSMONTAIGNE	13,969.49
	1841477374 02/14/11	
	ID #-	
	TRACE #-091000010224560	
2/15	DDA INCOMING CASH LETTER	1,611.87
	NATIONAL BANK OF SOUTH CAROLINA	
2/18	CUST DEBIT TRANSMONTAIGNE	53,673.50
	1841477374 02/18/11	
	ID #-	
	TRACE #-091000012090958	

----- Summary by Check Number -----

2/10	2739	27.45	2/15	6014*	-See above-
2/11	2740	13.33			

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
1/26	2,080.73	2/02	2,270.73	2/11	2,499.95
1/27	2,090.73	2/04	2,330.73	2/14	2,529.95
1/31	2,210.73	2/07	2,400.73	2/15	918.08
2/01	2,240.73	2/10	2,493.28	2/18	1,038.08

Date 3/24/11 Page 1
 Primary Account
 Enclosures 16

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	16
Account Number	[REDACTED]	Statement Dates 2/24/11 thru 3/24/11	
Previous Balance	1,038.08	Days in This Statement Period	29
9 Deposits	278,771.62	Average Ledger	1,438
16 Checks/Charges	278,258.63	Average Collected	434
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,551.07		

----- Deposits and Additions -----

Date	Description	Amount
2/24	DDA DEPOSIT	28,311.62
2/25	DDA DEPOSIT	8,532.71
3/04	DDA DEPOSIT	71,485.03
3/07	DDA DEPOSIT	411.99
3/07	DDA DEPOSIT	33,995.44
3/11	DDA DEPOSIT	25,709.92
3/14	DDA DEPOSIT	52,546.02
3/17	DDA DEPOSIT	28,431.68
3/18	DDA DEPOSIT	29,347.21

----- Withdrawals and Deductions -----

Date	Description	Amount
2/24	CUST DEBIT TRANSMONTAIGNE 1841477374 02/24/11 ID #-	28,251.62
	TRACE #-091000010684659	
2/25	CUST DEBIT TRANSMONTAIGNE 1841477374 02/25/11 ID #-	8,512.71
	TRACE #-091000011744116	
3/04	CUST DEBIT TRANSMONTAIGNE 1841477374 03/04/11 ID #-	71,325.03
	TRACE #-091000013169985	
3/07	CUST DEBIT TRANSMONTAIGNE 1841477374 03/07/11 ID #-	33,935.44
	TRACE #-091000010655821	
3/11	CUST DEBIT TRANSMONTAIGNE 1841477374 03/11/11	25,649.92

Date 3/24/11 Page 2
 Primary Account
 Enclosures 16

SMALL BUSINESS CHECKING 2667878 (Continued)

----- Withdrawals and Deductions -----		
Date	Description	Amount
	ID #-	
	TRACE #-091000012434301	
3/14	CUST DEBIT TRANSMONTAIGNE	52,441.02
	1841477374 03/14/11	
	ID #-	
	TRACE #-091000010275195	
3/15	Bill paid-FRONTIER 8585	79.04
3/17	CUST DEBIT TRANSMONTAIGNE	28,371.68
	1841477374 03/17/11	
	ID #-	
	TRACE #-091000010581210	
3/18	CUST DEBIT TRANSMONTAIGNE	29,287.21
	1841477374 03/18/11	
	ID #-	
	TRACE #-091000012992720	

----- Summary by Check Number -----					
2/25	2741	33.75	3/10	2745	97.00
3/09	2742	24.52	3/18	2746	82.00
3/10	2743	13.80	3/23	2747	68.69
3/14	2744	85.20			

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----					
Date	Balance	Date	Balance	Date	Balance
2/24	1,098.08	3/09	1,691.80	3/15	1,581.76
2/25	1,084.33	3/10	1,581.00	3/17	1,641.76
3/04	1,244.33	3/11	1,641.00	3/18	1,619.76
3/07	1,716.32	3/14	1,660.80	3/23	1,551.07

Date 4/26/11 Page 1
 Primary Account
 Enclosures 11

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	11
Account Number	[REDACTED]	Statement Dates	3/25/11 thru 4/26/11
Previous Balance	1,551.07	Days in This Statement Period	33
7 Deposits	280,771.04	Average Ledger	1,088
11 Checks/Charges	281,103.38	Average Collected	1,088
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,218.73		

----- Deposits and Additions -----		
Date	Description	Amount
3/25	DDA DEPOSIT	28,947.74
3/28	DDA DEPOSIT	55,430.54
4/04	DDA DEPOSIT	19,370.76
4/11	DDA DEPOSIT	90,216.39
4/21	DDA DEPOSIT	25,061.92
4/22	DDA DEPOSIT	29,829.26
4/25	DDA DEPOSIT	31,914.43

----- Withdrawals and Deductions -----		
Date	Description	Amount
3/25	CUST DEBIT TRANSMONTAIGNE 1841477374 03/25/11 ID #- TRACE #-091000011905377	28,887.14
3/28	CUST DEBIT TRANSMONTAIGNE 1841477374 03/28/11 ID #- TRACE #-091000010363389	55,310.54
4/04	CUST DEBIT TRANSMONTAIGNE 1841477374 04/04/11 ID #- TRACE #-091000010354310	19,340.57
4/11	CUST DEBIT TRANSMONTAIGNE 1841477374 04/11/11 ID #- TRACE #-091000010416124	90,036.39
4/21	CUST DEBIT TRANSMONTAIGNE 1841477374 04/21/11	25,011.92

Date: 4/26/11 Page 2
 Primary Account
 Enclosures 11

SMALL BUSINESS CHECKING 2667878 (Continued)

----- Withdrawals and Deductions -----		
Date	Description	Amount
	ID #-	
	TRACE #-091000010782826	
4/22	CUST DEBIT TRANSMONTAIGNE	29,769.26
	1841477374 04/22/11	
	ID #-	
	TRACE #-091000012216364	
4/25	CUST DEBIT TRANSMONTAIGNE	31,854.61
	1841477374 04/25/11	
	ID #-	
	TRACE #-091000010592962	

----- Summary by Check Number -----					
3/25	2748	600.00	4/12	2750	16.40
3/30	2749	156.55	4/21	2751	120.00
* Indicates Break in Check Number Sequence					

----- Daily Balance Information -----					
Date	Balance	Date	Balance	Date	Balance
3/25	1,011.67	4/04	1,005.31	4/21	1,098.91
3/28	1,131.67	4/11	1,185.31	4/22	1,158.91
3/30	975.12	4/12	1,168.91	4/25	1,218.73

Date 5/24/11 Page 1
 Primary Account
 Enclosures 11

GADDY OIL INC

LAKE CITY SC 29560-0856

For added security, we are blocking international transactions on your Visa Check card as of June 13, 2011. To help ensure uninterrupted use of your card call your local branch to notify us of your upcoming international travel.

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	11
Account Number	[REDACTED]	Statement Dates	4/27/11 thru 5/24/11
Previous Balance	1,218.73	Days in This Statement Period	28
7 Deposits	182,153.06	Average Ledger	1,272
11 Checks/Charges	181,947.91	Average Collected	1,272
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,423.88		

----- Deposits and Additions -----

Date	Description	Amount
4/29	DDA DEPOSIT	16,495.53
5/06	DDA DEPOSIT	7,414.86
5/09	DDA DEPOSIT	20,566.46
5/16	DDA DEPOSIT	45,220.58
5/18	DDA DEPOSIT	9,691.22
5/19	DDA DEPOSIT	30,553.04
5/20	DDA DEPOSIT	52,211.37

----- Withdrawals and Deductions -----

Date	Description	Amount
4/29	CUST DEBIT TRANSMONTAIGNE 1841477374 04/29/11 ID #- TRACE #-091000013675464	16,460.53
5/06	CUST DEBIT TRANSMONTAIGNE 1841477374 05/06/11 ID #- TRACE #-091000011845093	7,399.49
5/09	CUST DEBIT TRANSMONTAIGNE 1841477374 05/09/11 ID #- TRACE #-091000010245696	20,526.46
5/16	CUST DEBIT TRANSMONTAIGNE 1841477374 05/16/11	45,130.30

Date 5/24/11 Page 2
 Primary Account
 Enclosures 11

SMALL BUSINESS CHECKING 2667878 (Continued)

----- Withdrawals and Deductions -----

Date	Description	Amount
	ID #-	
	TRACE #-091000010641593	
5/18	CUST DEBIT TPSI	9,671.22
	1841477374 05/18/11	
	ID #-	
	TRACE #-091000010365161	
5/19	CUST DEBIT TRANSMONTAIGNE	30,493.04
	1841477374 05/19/11	
	ID #-	
	TRACE #-091000010602444	
5/20	CUST DEBIT TRANSMONTAIGNE	52,111.37
	1841477374 05/20/11	
	ID #-	
	TRACE #-091000012073634	

----- Summary by Check Number -----

5/06	2753	50.00	5/09	2755	42.42
5/10	2754	13.08	5/19	2756	50.00

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
4/27	1,218.73	5/09	1,216.68	5/18	1,313.88
4/29	1,253.73	5/10	1,203.60	5/19	1,323.88
5/06	1,219.10	5/16	1,293.88	5/20	1,423.88

Date 6/23/11 Page 1
 Primary Account
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GADDY OIL INC

LAKE CITY SC 29560-0856

For added security, we are blocking international transactions on your Visa Check card as of June 13, 2011. To help ensure uninterrupted use of your card call your local branch to notify us of your upcoming international travel.

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	8
Account Number		Statement Dates	5/25/11 thru 6/23/11
Previous Balance	1,423.88	Days in This Statement Period	30
2 Deposits	49,426.75	Average Ledger	958
9 Checks/Charges	49,966.41	Average Collected	958
Service Charge	.00		
Interest Paid	.00		
Current Balance	884.22		

----- Deposits and Additions -----		
Date	Description	Amount
6/03	DDA DEPOSIT	28,467.55
6/13	DDA DEPOSIT	20,959.20

----- Withdrawals and Deductions -----		
Date	Description	Amount
5/25	Bill paid-FRONTIER 8585	79.56
6/03	CUST DEBIT TRANSMONTAIGNE 1841477374 06/03/11 ID #-	28,407.55
6/06	TRACE #-091000012794437 DDA INCOMING CASH LETTER MORNING NEWS	73.50
6/13	CUST DEBIT TRANSMONTAIGNE 1841477374 06/13/11 ID #- TRACE #-091000010231561	20,914.20

----- Summary by Check Number -----					
5/25	2757	350.00	6/15	2761*	84.21
6/07	2758	14.39	6/22	2762	23.00
6/02	2759	20.00	6/06	6015*	-See above-

* Indicates Break in Check Number Sequence

Date 7/26/11 Page 1
 Primary Account
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GADDY OIL INC

LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING	Image Statement	14
Account Number	Statement Dates 6/24/11 thru 7/26/11	
Previous Balance 884.22	Days in This Statement Period	33
6 Deposits 106,879.91	Average Ledger	516
16 Checks/Charges 106,956.77	Average Collected	516
Service Charge 7.50		
Interest Paid .00		
Current Balance 799.86		

----- Deposits and Additions -----

Date	Description	Amount
6/24	DDA DEPOSIT	10,335.69
6/27	DDA DEPOSIT	18,837.82
7/01	DDA DEPOSIT	29,951.77
7/08	DDA DEPOSIT	26,822.72
7/18	Xfer from GADDY RENTALS	1,000.00
7/18	DDA DEPOSIT	19,931.91

----- Withdrawals and Deductions -----

Date	Description	Amount
6/24	CUST DEBIT TRANSMONTAIGNE 1841477374 06/24/11 ID #- TRACE #-091000013570228	10,315.69
6/27	Bill paid-FRONTIER 8585	78.85
6/27	CUST DEBIT TRANSMONTAIGNE 1841477374 06/27/11 ID #- TRACE #-091000010358771	18,797.82
7/01	CUST DEBIT TRANSMONTAIGNE 1841477374 07/01/11 ID #- TRACE #-091000012950418	29,881.77
7/08	CUST DEBIT TRANSMONTAIGNE 1841477374 07/08/11 ID #- TRACE #-091000012166064	26,762.72
7/14	BOUNCE PAID ITEM(S) CHARGE	28.00
7/18	CUST DEBIT TRANSMONTAIGNE 1841477374 07/18/11	19,891.91

Date 12/28/11 Page 1
 Primary Account
 Enclosures 6

GADDY OIL INC
 13-201-856
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING Image Statement 6
 Account Number 29560-0856 Statement Dates 11/29/11 thru 12/28/11
 Previous Balance 273.75 Days in This Statement Period 30
 2 Deposits 32,486.71 Average Ledger 197
 6 Checks/Charges 32,641.09 Average Collected 197
 Service Charge 7.50
 Interest Paid .00
 Current Balance 111.87

----- Deposits and Additions -----
 Date Description Amount
 12/19 DDA DEPOSIT 25,965.35
 12/27 DDA DEPOSIT 6,521.36

----- Withdrawals and Deductions -----
 Date Description Amount
 12/19 CUST DEBIT TRANSMONTAIGNE 25,920.35
 1841477374 12/19/11
 ID #-
 TRACE #-091000010297707
 12/27 CUST DEBIT TRANSMONTAIGNE 6,511.36
 1841477374 12/27/11
 ID #-
 TRACE #-091000010394552
 12/28 SERVICE CHARGE 7.50

----- Summary by Check Number -----
 12/12 2783 22.90 12/13 2785 13.68
 12/15 2784 149.80 12/27 2786 23.00
 * Indicates Break in Check Number Sequence

----- Daily Balance Information -----
 Date Balance Date Balance Date Balance
 11/29 273.75 12/15 87.37 12/28 111.87
 12/12 250.85 12/19 132.37
 12/13 237.17 12/27 119.37

Date 1/20/12 Page 1
 Primary Account
 Enclosures 5

GADDY OIL INC.
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	5
Account Number	[REDACTED]	Statement Dates 12/29/11 thru 1/22/12	
Previous Balance	111.87	Days in This Statement Period	25
7 Deposits	136,984.51	Average Ledger	1,288
7 Checks/Charges	135,961.95	Average Collected	1,288
Service Charge	7.50		
Interest Paid	.00		
Current Balance	1,126.93		

----- Deposits and Additions -----

Date	Description	Amount
12/30	DDA DEPOSIT	26,246.27
1/09	Xfer from GADDY RENTALS	1,000.00
1/09	DDA DEPOSIT	26,869.66
1/10	DDA DEPOSIT	15,912.72
1/17	Xfer from GADDY RENTALS	5,100.00
1/17	DDA DEPOSIT	6,094.50
1/20	DDA DEPOSIT	55,761.36

----- Withdrawals and Deductions -----

Date	Description	Amount
12/30	CUST DEBIT TRANSMONTAIGNE 1841477374 12/30/11 ID #- TRACE #-091000013801508	26,201.27
1/09	CUST DEBIT TRANSMONTAIGNE 1841477374 01/09/12 ID #- TRACE #-091000010280619	26,824.66
1/10	CUST DEBIT TRANSMONTAIGNE 1841477374 01/10/12 ID #- TRACE #-091000010521360	15,882.72
1/11	Bill paid-FARMERS TEL/2494	190.74
1/17	CUST DEBIT TRANSMONTAIGNE 1841477374 01/17/12 ID #- TRACE #-091000010411529	6,086.20
1/20	Xfer to GADDY RENTALS	5,100.00
1/20	CUST DEBIT TRANSMONTAIGNE 1841477374 01/20/12	55,676.36

Date 2/17/12 Page 1
 Primary Account
 Enclosures 7

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING Image Statement 7
 Account Number [REDACTED] Statement Dates 1/23/12 thru 2/20/12
 Previous Balance 1,126.93 Days in This Statement Period 29
 4 Deposits 76,106.77 Average Ledger 1,197
 8 Checks/Charges 75,916.57 Average Collected 1,197
 Service Charge .00
 Interest Paid .00
 Current Balance 1,317.13

----- Deposits and Additions -----
 Date Description Amount
 2/03 DDA DEPOSIT 19,157.06
 2/06 Xfer from GADDY RENTALS 500.00
 2/06 DDA DEPOSIT 28,774.58
 2/13 DDA DEPOSIT 27,675.13

----- Withdrawals and Deductions -----
 Date Description Amount
 2/03 CUST DEBIT TRANSMONTAIGNE 19,127.06
 1841477374 02/03/12
 ID #-
 TRACE #-091000013927241
 2/06 CUST DEBIT TRANSMONTAIGNE 28,729.58
 1841477374 02/06/12
 ID #-
 TRACE #-091000010696680
 2/07 Bill paid-FTC 287.97
 2/13 CUST DEBIT TRANSMONTAIGNE 27,630.13
 1841477374 02/13/12
 ID #-
 TRACE #-091000010277818

----- Summary by Check Number -----

Date	Check Number	Amount	Date	Check Number	Amount
1/25	2787	25.10	1/31	2789	13.56
2/02	2788	63.69	1/31	2790	39.48

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----
 Date Balance Date Balance Date Balance
 1/23 1,126.93 1/25 1,101.83 1/31 1,048.79

Date 3/20/12 Page 1
 Primary Account
 Enclosures 11

GADDY OIL INC
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	11
Account Number		Statement Dates 2/21/12 thru 3/20/12	
Previous Balance	1,317.13	Days in This Statement Period	29
6 Deposits	94,682.78	Average Ledger	1,365
11 Checks/Charges	95,027.45	Average Collected	1,357
Service Charge	.00		
Interest Paid	.00		
Current Balance	972.46		

----- Deposits and Additions -----

Date	Description	Amount
2/24	DDA DEPOSIT	7,291.34
2/27	DDA DEPOSIT	39,980.94
2/28	DDA DEPOSIT	118.16
3/13	DDA DEPOSIT	10,546.18
3/16	DDA DEPOSIT	6,594.50
3/19	DDA DEPOSIT	30,151.66

----- Withdrawals and Deductions -----

Date	Description	Amount
2/24	CUST DEBIT TRANSMONTAIGNE 1841477374 02/24/12 ID #- TRACE #-091000013818713	7,281.34
2/27	CUST DEBIT TRANSMONTAIGNE 1841477374 02/27/12 ID #- TRACE #-091000010527613	39,920.94
3/13	CUST DEBIT TRANSMONTAIGNE 1841477374 03/13/12 ID #- TRACE #-091000010336155	10,531.18
3/16	CUST DEBIT TRANSMONTAIGNE 1841477374 03/16/12 ID #- TRACE #-091000013348541	6,584.50
3/19	CUST DEBIT TRANSMONTAIGNE 1841477374 03/19/12 ID #- TRACE #-091000010380273	30,106.66
3/20	Bill paid-FTC	391.16

Date 4/20/12 Page 1
 Primary Account
 Enclosures 9

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	9
Account Number	[REDACTED]	Statement Dates	3/21/12 thru 4/22/12
Previous Balance	972.46	Days in This Statement Period	33
6 Deposits	121,671.87	Average Ledger	918
10 Checks/Charges	121,747.38	Average Collected	918
Service Charge	.00		
Interest Paid	.00		
Current Balance	896.95		

----- Deposits and Additions -----

Date	Description	Amount
3/22	DDA DEPOSIT	8,975.18
3/23	DDA DEPOSIT	29,118.02
4/02	DDA DEPOSIT	3,328.97
4/03	DDA DEPOSIT	11,027.94
4/05	DDA DEPOSIT	11,224.39
4/12	DDA DEPOSIT	57,997.37

----- Withdrawals and Deductions -----

Date	Description	Amount
3/22	CUST DEBIT TRANSMONTAIGNE	8,960.18
	1841477374 03/22/12	
	ID #-	
	TRACE #-091000011008363	
3/23	CUST DEBIT TRANSMONTAIGNE	29,078.02
	1841477374 03/23/12	
	ID #-	
	TRACE #-091000015148503	
4/02	CUST DEBIT TRANSMONTAIGNE	3,323.97
	1841477374 04/02/12	
	ID #-	
	TRACE #-091000011104664	
4/03	CUST DEBIT TRANSMONTAIGNE	11,012.94
	1841477374 04/03/12	
	ID #-	
	TRACE #-091000010549751	
4/05	CUST DEBIT TRANSMONTAIGNE	11,209.39
	1841477374 04/05/12	
	ID #-	
	TRACE #-091000012008190	
4/09	Bill paid-FTC	102.02

Date 4/20/12 Page 2
 Primary Account
 Enclosures 9

SMALL BUSINESS CHECKING 2667878 (Continued)

----- Withdrawals and Deductions -----
 Date Description Amount
 4/12 CUST DEBIT TRANSMONTAIGNE 57,917.37
 1841477374 04/12/12
 ID #
 TRACE #-091000011030116

----- Summary by Check Number -----
 3/22 2796 97.00 4/19 2799* 26.49
 4/02 2797 20.00
 * Indicates Break in Check Number Sequence

----- Daily Balance Information -----
 Date Balance Date Balance Date Balance
 3/21 972.46 4/02 915.46 4/09 843.44
 3/22 890.46 4/03 930.46 4/12 923.44
 3/23 930.46 4/05 945.46 4/19 896.95

Date 5/18/12 Page 1
 Primary Account
 Enclosures 9

GADDY OIL INC.
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	9
Account Number	[REDACTED]	Statement Dates	4/23/12 thru 5/20/12
Previous Balance	896.95	Days in This Statement Period	28
5 Deposits	79,885.58	Average Ledger	880
10 Checks/Charges	79,962.28	Average Collected	880
Service Charge	.00		
Interest Paid	.00		
Current Balance	820.25		

----- Deposits and Additions -----

Date	Description	Amount
4/23	DDA DEPOSIT	31,074.16
4/27	DDA DEPOSIT	10,467.67
5/07	DDA DEPOSIT	6,744.96
5/11	DDA DEPOSIT	18,596.60
5/18	DDA DEPOSIT	13,002.19

----- Withdrawals and Deductions -----

Date	Description	Amount
4/23	CUST DEBIT TRANSMONTAIGNE 1841477374 04/23/12 ID #- TRACE #-091000010487330	31,007.91
4/27	CUST DEBIT TRANSMONTAIGNE 1841477374 04/27/12 ID #- TRACE #-091000013682138	10,452.67
5/07	CUST DEBIT TRANSMONTAIGNE 1841477374 05/07/12 ID #- TRACE #-091000010815573	6,734.96
5/09	Bill paid-FTC	52.36
5/11	CUST DEBIT TRANSMONTAIGNE 1841477374 05/11/12 ID #- TRACE #-091000014274495	18,571.60
5/18	CUST DEBIT TRANSMONTAIGNE 1841477374 05/18/12 ID #- TRACE #-091000013804817	12,997.19

Date 6/20/12 Page 1
 Primary Account
 Enclosures 10

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	10
Account Number	[REDACTED]	Statement Dates 5/21/12 thru 6/20/12	
Previous Balance	820.25	Days in This Statement Period	31
4 Deposits	94,705.71	Average Ledger	604
11 Checks/Charges	95,104.61	Average Collected	604
Service Charge	7.50		
Interest Paid	.00		
Current Balance	413.85		

----- Deposits and Additions -----

Date	Description	Amount
5/25	DDA DEPOSIT	20,004.93
5/29	DDA DEPOSIT	12,397.46
6/08	DDA DEPOSIT	40,333.86
6/12	DDA DEPOSIT	21,969.46

----- Withdrawals and Deductions -----

Date	Description	Amount
5/25	CUST DEBIT TRANSMONTAIGNE 1841477374 05/25/12 ID #- TRACE #-091000014026020	19,974.93
5/29	CUST DEBIT TRANSMONTAIGNE 1841477374 05/29/12 ID #- TRACE #-091000010429932	12,377.46
6/08	CUST DEBIT TRANSMONTAIGNE 1841477374 06/08/12 ID #- TRACE #-091000013633229	40,268.86
6/12	CUST DEBIT TRANSMONTAIGNE 1841477374 06/12/12 ID #- TRACE #-091000010448178	21,929.46
6/13	Bill paid-FTC	96.29
6/20	SERVICE CHARGE	7.50

----- Summary by Check Number -----

5/23	2803	100.00	6/01	2804	25.00

* Indicates Break in Check Number Sequence

Date 7/20/12 Page 1
 Primary Account
 Enclosures 7

GADDY OIL INC
 LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	7
Account Number	2863773	Statement Dates	6/21/12 thru 7/22/12
Previous Balance	413.85	Days in This Statement Period	32
4 Deposits	66,718.51	Average Ledger	235
8 Checks/Charges	67,106.91	Average Collected	235
Service Charge	7.50		
Interest Paid	.00		
Current Balance	17.95		

----- Deposits and Additions -----

Date	Description	Amount
6/28	DDA DEPOSIT	4,199.17
7/05	DDA DEPOSIT	17,963.08
7/06	DDA DEPOSIT	12,556.26
7/09	DDA DEPOSIT	32,000.00

----- Withdrawals and Deductions -----

Date	Description	Amount
6/28	CUST DEBIT TRANSMONTAIGNE 1841477374 06/28/12 ID #- TRACE #-091000011302971	4,191.17
7/05	Bill paid-FTC	145.61
7/05	CUST DEBIT TRANSMONTAIGNE 1841477374 07/05/12 ID #- TRACE #-091000011242361	17,933.08
7/06	CUST DEBIT TRANSMONTAIGNE 1841477374 07/06/12 ID #- TRACE #-091000013058482	12,533.76
7/09	CUST DEBIT TRANSMONTAIGNE 1841477374 07/09/12 ID #- TRACE #-091000010418241	32,248.42
7/22	SERVICE CHARGE	7.50

----- Summary by Check Number -----

7/02	2809	20.00	7/16	2810	16.26

* Indicates Break in Check Number Sequence

Date 7/20/12 Page 2
Primary Account
Enclosures 7

SMALL BUSINESS CHECKING

2667878 (Continued)

----- Summary by Check Number -----

7/13 2811 18.61

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
6/21	413.85	7/05	286.24	7/13	41.71
6/28	421.85	7/06	308.74	7/16	25.45
7/02	401.85	7/09	60.32	7/22	17.95

Date 7/20/12 Page 2
Primary Account
Enclosures 7

SMALL BUSINESS CHECKING

2667878 (Continued)

----- Summary by Check Number -----

7/13 2811 18.61

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
6/21	413.85	7/05	286.24	7/13	41.71
6/28	421.85	7/06	308.74	7/16	25.45
7/02	401.85	7/09	60.32	7/22	17.95

Date 8/20/12 Page 1
 Primary Account
 Enclosures 6

GADDY OIL INC
 [REDACTED]
 LAKE CITY SC 29560-0856

Effective, September 5th, 2012, we will be changing the look of our Online Banking website. Online Banking customers will notice the change when they login. In addition, to better protect our Online Banking customers, we will be adding security enhancements to our Online Banking website.

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING		Image Statement	6
Account Number	[REDACTED]	Statement Dates	7/23/12 thru 8/20/12
Previous Balance	17.95	Days in This Statement Period	29
3 Deposits	5,000.00	Average Ledger	727
6 Checks/Charges	4,659.66	Average Collected	727
Service Charge	7.50		
Interest Paid	.00		
Current Balance	350.79		

----- Deposits and Additions -----

Date	Description	Amount
7/23	Xfer from A D GADDY	1,000.00
7/31	Xfer from GADDY RENTALS	200.00
8/06	Xfer from GADDY RENTALS	3,800.00

----- Withdrawals and Deductions -----

Date	Description	Amount
8/20	SERVICE CHARGE	7.50

----- Summary by Check Number -----

8/01	2812	144.66	7/30	2815	.20.00
7/25	2813	850.00	8/09	2816	3,600.00
8/20	2814	18.61	8/17	2817	26.39

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
7/23	1,017.95	7/31	347.95	8/09	403.29
7/25	167.95	8/01	203.29	8/17	376.90
7/30	147.95	8/06	4,003.29	8/20	350.79

Date 9/20/12 Page 1
 Primary Account
 Enclosures 4

GADDY OIL INC

LAKE CITY SC 29560-0856

***** CHECKING ACCOUNT *****

SMALL BUSINESS CHECKING

Image Statement

Account Number	186777	Statement Dates	8/21/12 thru 9/20/12	4
Previous Balance	350.79	Days in This Statement Period		31
1 Deposits	1,600.00	Average Ledger		627
5 Checks/Charges	235.92	Average Collected		627
Service Charge	7.50			
Interest Paid	.00			
Current Balance	1,707.37			

----- Deposits and Additions -----

Date	Description	Amount
9/14	Xfer from GADDY RENTALS	1,600.00

----- Withdrawals and Deductions -----

Date	Description	Amount
9/11	Bill paid-FTC	141.76
9/20	SERVICE CHARGE	7.50

----- Summary by Check Number -----

9/04	2818	20.00	9/13	2820	18.61
9/13	2819	25.55	9/04	2821	30.00

* Indicates Break in Check Number Sequence

----- Daily Balance Information -----

Date	Balance	Date	Balance	Date	Balance
8/21	350.79	9/11	159.03	9/14	1,714.87
9/04	300.79	9/13	114.87	9/20	1,707.37



A CERTIFIED TRUE COPY
Sharon W. Stegman
SHARON W. STEGMAN
CLERK OF COURT
WILLIAMSBURG COURT

DEPOSIT TICKET

Name RADDA

Account No. _____

DATE 6-8-2012

67-733/532
DASH

CHECKS

40333.86

CHECKS OR TOTAL FROM OTHER SIDE

SUB TOTAL 40333.86

LESS DASH

NET DEPOSIT \$ 40333.86

THE CITIZENS BANK
www.thecitizensbank.cc

DO NOT WRITE IN THESE SPACES

Date 6/08/12 Ck#

Amt 40,333.86

G&S TRANSPORTS LLC

2036

DATE 6-8-2012

PAY TO THE ORDER OF RADDA

\$ 40333.86

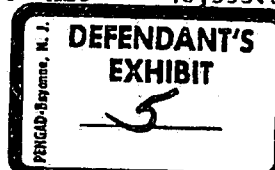
Forty Thousand Three Hundred Thirty Three and 86/100 DOLLARS

THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.cc

FOR _____

Date 6/08/12 Ck#

2036 Amt 40,333.86



The Citizens Bank

IMAGE SNAPSHOT 01/09/2013 1045AM

PA

DEPOSIT TICKET

Name GADDOY 07-723/502

Account No _____ CASH 21,969.46

DATE 6-12-2012

CHECKS OR TOTAL FROM OTHER SIDE _____

SUB TOTAL 21,969.46

LESS CASH _____

NET DEPOSIT \$ 21,969.46

THE CITIZENS BANK
www.thecitizensbank.co

NO POST OFFICE BOXES ACCEPTED FOR DEPOSIT

DATE 6/12/12 Ck# Amt 21,969.46

G&S TRANSPORTS LLC
SUMTER, SC 29160

DATE 6-12-2012 2039

PAY TO THE ORDER OF GADDOY OIL INC \$ 21,969.46

Twenty One Thousand Nine Hundred Sixty Nine and 46/100 DOLLARS

THE CITIZENS BANK
Lake City, SC 29560
www.thecitizensbank.co

FOR _____

31

DATE 6/12/12 Ck# 2039 Amt 21,969.46

DEPOSIT TICKET

Name SCOTT O

Account No.

DATE

FOR DEPOSIT ONLY. NOT AVAILABLE FOR IMMEDIATE WITHDRAWAL.

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

 **THE CITIZENS BANK**
www.thecitizensbank.co

DO NOT WRITE AND PRINT CLEARLY IN THESE SPACES
AUTOMATIC PAYMENT. THIS BOARD OFFICE.

67-732/832
OASH

CHECKS

CHECKS OR TOTAL FROM OTHER SIDE

SUB TOTAL 4199.17

LESS OASH

NET DEPOSIT \$ 4199.17

Date 6/28/12 Ck#

Amt 4,199.17

G&S TRANSPORTS LLC
INCORPORATED
BLANTON, SC 29910

2058
67-732/832

DATE 6-28-12

PAY TO THE ORDER OF CADDOH \$ 4199.17

FOUR THOUSAND ONE HUNDRED NINETEEN DOLLARS

 **THE CITIZENS BANK**
Lake City, SC 29560
www.thecitizensbank.co

FOR

Date 6/28/12 Ck#

2058 Amt 4,199.17

DEPOSIT TICKET

Name GADDOY D L

Account No _____

DATE 7-5-2012

DEPOSIT MUST BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

 **THE CITIZENS BANK**
www.thecitizensbank.cc

IF YOU HAVE A DEPOSIT TICKET BROUGHT IN FOR
AUTOMATIC PAYMENTS, USE THE QR CODE.

67-733/532
98
CASH

CHECKS 17963.08

OHECKS OR TOTAL
FROM OTHER SIDE

SUB TOTAL 17963.08

LESS CASH

NET DEPOSIT \$ 17963.08

Date 7/05/12 Clk#

Amt 17,963.08

G&S TRANSPORTS LLC
2063
2063
2063

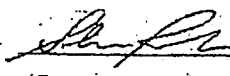
DATE 7-5-2012

PAY TO THE ORDER OF GADDOY D L INC \$ 17963.08

Seventeen Thousand Nine Hundred Sixty Three and 08/100 DOLLARS

 **THE CITIZENS BANK**
Lake City, SC 29560
www.thecitizensbank.cc

FOR _____



Date 7/05/12 Clk#

2063 Amt 17,963.08

DEPOSIT TICKET

Name CADDOY oil 87-728/532
CASH ☒

Account No _____

DATE 7/6/12
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

THE CITIZENS BANK
www.thecitizensbank.co

DO NOT USE A DEPOSIT TICKET ROUTING A FOR
AUTOMATIC PAYMENTS. SEE YOUR CTRCL.

CHECKS OR TOTAL FROM OTHER SIDE _____

SUB TOTAL 12356.26

LESS CASH _____

NET DEPOSIT \$ 12556.26

Date 7/06/12 Clk#

Amt 12,556.26

G&S TRANSPORTS LLC
WITHDRAWAL (FOR CASH)
SUMTER, SC 29166

DATE 7-6-2012 2065
01-21/2012 04

PAY TO THE ORDER OF CADDOY Oil inc \$ 12556.26

Twelve Thousand Five Hundred Fifty Six and 26/100 DOLLARS

THE CITIZENS BANK
Lake City, SC 29600
www.thecitizensbank.co

FOR _____

[Signature]

Date 7/06/12 Clk#

2065 Amt 12,556.26

ANDREW D. GADDY [REDACTED] LAKE CITY SC 29560	THE CITIZENS BANK PO BOX 1059 LAKE CITY, SC 29560	TRG/TEF Loan Number _____ Date <u>07/09/12</u> Maturity Date <u>07/09/13</u> Loan Amount \$ <u>32,040.00</u> Renewal Of _____
BORROWER'S NAME AND ADDRESS	LENDER'S NAME AND ADDRESS	



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

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

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

Conditions: The conditions for future advances are _____

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

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

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

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

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

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

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

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

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

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

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ A payment of \$ _____ will be due _____

_____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

PURPOSE: The purpose of this loan is _____

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

ADDITIONAL TERMS: _____

A CERTIFIED TRUE COPY
Sharon W. Staggars
 SHARON W. STAGGARS
 CLERK OF COURT
 WILLIAMSBURG COUNTY

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products, I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms: farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTING OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "I" means the terms that apply to this loan, "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of South Carolina in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of, this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

SECURITY - References to agreements securing this loan on page 1 shall not be considered an exclusive list of all such agreements. Other agreements you and I have executed or execute in the future which are not referenced on page 1 may secure this loan.

DEFAULT - I will be in default if any one or more of the following occur:

- (1) I fail to make a payment on time or in the amount due;
- (2) I fail to keep the Property insured, if required;
- (3) I fail to pay, or keep any promise, on any debt or agreement I have with you;
- (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings;
- (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided;
- (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you;
- (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority;
- (9) I change my name or assume an additional name without first notifying you before making such a change;
- (10) I fail to plant, cultivate and harvest crops in due season;
- (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may, at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a presuit hearing prior to seizure of any personal property which may secure this transaction.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

ANDREW D. GADDY

SIGNATURE FOR LENDER:

TERESA B. GRAHAM
ASST VICE PRESIDENT

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

- ☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.
- ☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.
- ☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.
- ☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young; along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☐ **Specific Property Description:** The Property includes, but is not limited by, the following:

If applicable, enter real estate description and record owner information: _____

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ _____ purpose.
Borrower/Owner State of organization/registration (if applicable) _____

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state; this agreement may, also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and

your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY - SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations, and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement if you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and, for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance for fail to name you as loss payee you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____



TRANS MONTAIGNE

P.O. Box 3660
Denver, CO 80217-3660
USA

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

GADDY OIL INC
LAKE CITY, SC 29560

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

CUSTOMER CONTRACT	INVOICE DATE	29 Jun 2012	INVOICE
DELIVERY TERMS	FOB ORIGIN	INVOICE NUMBER	SA 658364 R
NET BASIS	60°F UO# GAL	CONTRACT	418770
PAYMENT TERMS	10 DAYS-EFT (S)	ORIGINAL	
POINT OF ORIGIN	17466 MAGELLAN N. AUGUSTA & J		
	N. AUGUSTA, SC		
DESTINATION	SOUTH CAROLINA	68961/61865	

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	321297	2039	448097	GASOLIN 87 ETHANOL 10%	G & S TRANSPORTS	4000.00	3939.00	2.310890	9,102.60
				SOJC COOPERATIVE FEE			3939.00		3.94
				ST GAS TAX			3939.00	.160000	630.24
				OIL SPILL 10% ETHANO			3939.00	.001714	6.75
				INSPECTION FEE			3939.00	.007500	29.54
				PET GASOLIN 10%			3939.00	.183000	720.84
				PET LUST TAX			3939.00	.001000	3.94
				GASOLIN 87 ETHANOL 10%					
				This product does not meet the requirements for reformulated gasoline, and may not be used in any reformulated gasoline covered area. No RIMS transferred.					
				Your bank account will be drafted on 09 Jul 2012 for product discount, and non-deferred taxes.					\$10,497.85
				-or- drafted on next regular banking day by A.C.H.					
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					
						1 USD	TOTAL		10,497.85

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

Federal Identification
84-1477374

READ-Byron, R. J.

PLAINTIFFS
EXHIBIT
B
P. 2

TRANS MONTAIGNE

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

Tel: (303) 626-8300
Fax: (303) 626-8228

GADDY OIL, INC.
P.O. Box 29560
LAKE CITY, SC 29560

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

CUST CONTRACT	INVOICE DATE	29 Jun 2012	DATE
DELIVERY TERMS	POB ORIGIN	INVOICE NUMBER	EA 656856 R
NET BASIS	60% UCM GAL	CONTRACT	418770
PAYMENT TERMS	10 DAYS-EFT (S)	ORIGINAL	
POINT OF ORIGIN	15744 KINDER MORGAN/NORTH AUGUSTA NORTH AUGUSTA, SC		
DESTINATION	SOUTH CAROLINA	46961/59192	

DATE	MANIFEST / TIME	RELEASE	CUSTOMER P.O.	DESCRIPTION	CARRIER	GROSS QTY	NET QTY	UNIT PRICE	AMOUNT
29 Jun	291994	0830	444C73	#2 DF ON-HMY ULTRA LO-SUL	G & S TRANSPORTS	1500.00	1487.00	2.486500	3,994.83
29 Jun	291994	0830	444C73	#2 ULTRA LO SULF DYED	G & S TRANSPORTS	1500.00	1487.00	2.691500	4,002.26
				SOVC COOPERATIVE FEE			2974.00		2.98
				FET DIESEL FUEL			1487.00	.243000	361.34
				ST DIESEL TAX			1487.00	.160000	237.92
				OIL SPILL			2974.00	.001905	5.66
				INSPECTION FEES			2974.00	.007500	22.30
				FET LUST TAX			2974.00	.001000	2.98
				#2 DF ON-HMY ULTRA LO-SUL					
				LOW SULFUR DIESEL FOR ON ROAD USE CONTAINS NO EVIDENCE OF DYE.					
				#2 ULTRA LO SULF DYED					
				NOTICE: DYED DIESEL/FUEL OIL, NR ONLY					
				NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE					
				Your bank account will be drafted on 09 Jul 2012 for product discount, and non-deferred taxes					88,630.27
				-or- drafted on next regular banking day by A.C.H.					
				YOUR BANK ACCOUNT WILL BE DRAFTED ON THE DUE DATE. SATURDAY DUE DATE WILL DRAFT ON FRIDAY AND SUNDAY ON THE NEXT BANKING DAY.					
				* EFT OR DRAFT NOTICE QUESTIONS AND/OR PROBLEMS CALL 800 944 6915 *					
				* INVOICE OR BOL QUESTIONS AND/OR PROBLEMS CALL 800 934 9432 *					
						1 USD	TOTAL		8,630.27

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

Federal Identification
84-1477374

PLAINTIFFS

EXHIBIT
13 p. 3



TO: GADDY OIL INC

ATTN:

FROM: TransMontaigne Product Services Inc. (TPSI)

SUBJ: GADDY OIL INC 68961 GADDY OIL INC

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

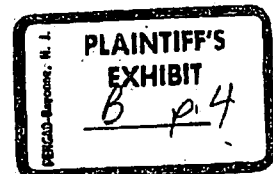
CUSTOMER NAME: GADDY OIL INC CUSTOMER #: 68961

INVOICE DATE	INVOICE NUMBER	GROSS INV. AMT	DISCOUNT AMOUNT	NET INVOICE AMT	ACH DRAFT DATE	ST. TAX NET GAL.
6/29/12	SA656856	8630.27	.00	8630.27	7/09/12	.0
6/29/12	SA658364	10497.85	.00	10497.85	7/09/12	.0
6/29/12	SA658365	13120.30	.00	13120.30	7/09/12	.0
TOTAL DRAFT AMT:				32248.42		

PLEASE REGISTER ON OUR WEBSITE TO VIEW THIS NOTIFICATION ONLINE.
SEE WWW.TRANSMONTAIGNE.COM VIEW THE LINK TO SUPPLY CHAIN LOG IN
REFERENCE YOUR CUSTOMER NUMBER LOCATED ON THIS TRANSMITTAL.FOR INVOICE OR BOL QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE
AT (800) 934-9432.

THANK YOU

32,248.42
32,298.42



12 CP45 471

NON-NEGOTIABLE / BILL OF LADING

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

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

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

GASOLINE ADDITIZED TO MEET EPA DETERGENT ADDITIVE REQUIREMENTS.

THE DRIVER BY SIGNING THIS TICKET HEREBY CERTIFIES THAT TRANSPORT WAS LOADED AS SPECIFIED.

SIGN
HERE →

DATE

Richard Thornhill
KINDER MORGAN
SOUTHEAST TERMINALS LLC

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

RECEIVED QUANTITIES IN GOOD ORDER

SIGN
HERE →

DATE

SOLD TO: GADDY OIL INC LAKE CITY, SC 29560		SHIP TO: GADDY OIL INC VARIOUS, SC							
SUPPLIER: MORGAN STANLEY / TRANSMONTAIGNE 1670 BROADWAY SUITE 3100 DENVER, CO 80202		<table border="1"> <tr> <td>PETROEX/TABS# 59192</td> <td>MANIFEST # 291994</td> <td>MANIFEST DATE 06/29/2012</td> </tr> </table>	PETROEX/TABS# 59192	MANIFEST # 291994	MANIFEST DATE 06/29/2012	<table border="1"> <tr> <td>SPECIAL HANDLING</td> <td>Load #: 291994</td> <td>46999200</td> </tr> </table>	SPECIAL HANDLING	Load #: 291994	46999200
PETROEX/TABS# 59192	MANIFEST # 291994	MANIFEST DATE 06/29/2012							
SPECIAL HANDLING	Load #: 291994	46999200							
CARRIER: G & S TRANSPORTS LLC SUMTER, SC 29150		<table border="1"> <tr> <td colspan="2">DRIVER NAME THORNHILL, RICHARD (971)</td> <td>DRIVER # 971</td> </tr> <tr> <td>TRAILER # 2</td> <td>LOADING TIMES 8:38:54 AM - 9:01:08 AM</td> <td>LOADSPOT 10</td> </tr> </table>		DRIVER NAME THORNHILL, RICHARD (971)		DRIVER # 971	TRAILER # 2	LOADING TIMES 8:38:54 AM - 9:01:08 AM	LOADSPOT 10
DRIVER NAME THORNHILL, RICHARD (971)		DRIVER # 971							
TRAILER # 2	LOADING TIMES 8:38:54 AM - 9:01:08 AM	LOADSPOT 10							

HAZARD INFORMATION

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

Hazard Description

NA1993, DIESEL FUEL, 3, PG III

Gross Gallons

3,000

FINISHED PRODUCT SUMMARY

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

PRODUCT NOTES

UNDYED ULTRA LOW SULFUR DIESEL

SEE NOTE 4 ON BACK OF BOL

DYED ULTRA LOW SULFUR DIESEL

SEE NOTE 5 ON BACK OF BOL

PRODUCT COMPONENTS

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

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

"SEE BACK FOR HAZARD WARNINGS AND PRODUCT NOTES"



MAGELLAN TERMINALS HOLDINGS, LP -- Bill of Lading

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

TERMINAL
LOCATION: NORTH AUGUSTASTART TIME LOADED
06/29/2012 20:41:26- 181SUPPLIER: TMG CONTRACT
P. O. BOX 5660
DENVER, CO 80217END TIME LOADED
06/29/2012 20:53:40- 181

EPA#

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

DEST CODE: 815

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

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

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

BL TRANS STATE TAX NBR	SUPPLIER CODE	PETROX CODE	TIME OUT	DRIVER CODE
321298	815	061865	20:53	002

PRODUCT NAME AND CLASSIFICATION		GROSS GALS/LBS.	NET GALS/LBS. GCF	GRADE/BLN	OCTANE	METER	GRAVITY	TEMP./PSI
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE		2000	1969	NZ	0	87.00	01 04	60.170
GASOHOL, 3, NA1203, PGII UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADDITIZED FOR UP TO 10% ETHANOL MAGELLAN IVD ADDITIVE		3000	2954	NZ	0	87.00	01 05	60.170
SEALS	ICC PERMIT	STATE LICENSE	STATE PERMIT	UNIT	UNIT WATER BAL. CAPACITY	DISTRIBUTOR LICENSE		

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

NOT - NEGOTIABLE



PROMISSORY NOTE

January 23 2009

\$ 500,000⁰⁰



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

For value received, the undersigned promises to pay to the order of Gaddy Rentals, LLC at ~~10515 CROWD DRIVE~~, Lake City, SC 29560, or at such other place as may be designated in writing Five Hundred Thousand (\$500,000) Dollars with interest at four and one-half (4 ½) per cent in monthly installments of \$5,181.98 on the 1st day of each month, beginning on March 1, 2009, and continuing until the entire balance of principal and interest is paid in full ten (10) years from March 1, 2009.

Payment of any installment of interest or principal may be paid in advance without penalty.

The within Promissory Note is given to induce Gaddy Rentals, LCC to enter into a CONTRACT OF SALE with Abu Aita Brothers, Inc. which provides for seller financing with no down payment.

In the event that Abu Aita Brothers, Inc. fails to make a payment or otherwise violates the terms and conditions of such CONTRACT OF SALE and fails to correct the violation as provided in the CONTRACT OF SALE,

Page 2 of Promissory Note

then Gaddy Rentals, Inc. may, at its option, declare the unpaid balance of this Promissory Note, due and payable immediately

In the event that Gaddy turns this Promissory Note over to an attorney for collection, all attorney fees and costs of collection will be added to the unpaid balance owed upon the Promissory Note.

IN WITNESS WHEREOF the undersigned place their signatures on
the day and year first appearing.

Address


George Rishwami

~~CONFIDENTIAL~~
FLORENCE, S.C. 29501


Awni Abuaiti

~~_____~~

Issa Abu Aita
Issa Abuaita

Florence, S.C 29501

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE) CONTRACT FOR SALE

WHEREAS, Gaddy Rentals, LLC ("Gaddy"), a South Carolina Limited Liability Corporation, with an office address of 106 Brockwood Drive, Lake City, South Carolina 29560, owns certain real property in Lake City, South Carolina lying on the western side of Highway 52; and

WHEREAS, Abu Aita Brothers, Inc. ("Brothers"), a South Carolina corporation with an office address of 426 Sterling Drive, Florence, South Carolina 29501, desires to purchase this property from Gaddy; and

WHEREAS, Awni Abuaita, who resides at ~~2270 B Kenton St~~ ²⁹⁵⁰¹ Florence, SC 29501 and Issa Abuaita who resides at ~~426 Sterling Drive~~ ^{Florence, SC 29560} Florence, SC 29501; are shareholders of Abu Aita Brothers, Inc.; and

WHEREAS, George Rishmawi, who resides at 227 Magnolia Dr., Lake City, SC, 29560, furnishes consulting services to Abu Aita Brothers, Inc., as appropriate; and

WHEREAS, the parties desire to enter into this CONTRACT FOR SALE in which they set forth the terms and conditions by which they will purchase the property described below.

NOW, THEREFORE;

1. **Agree To Sell**- Gaddy agrees to sell all those pieces, parcels, or lots of land situate on the west side of U.S. Highway 52 in the City of Lake City, County of Florence, State of South Carolina, being known and designated as lots Nos.

17, 18, 19, 20, and 21, on plat of W.J. Tarte property made by Ervin Engineering Company, December 13, 1953, recorded in the Office of the Clerk of Court of Florence County in Plat Book P at page 23. Said lots being contiguous and together fronting on said U.S. Highway 52 a distance of one-hundred, twenty-two, and seventy hundredths (122.70') feet, extend back in depth there from on their southern boundary a distance of one-hundred, sixty-seven and thirty-five hundredths (167.35') feet, on their western boundary extend a distance of one-hundred, twenty and two-tenths (120.2') feet and are bounded on the North by lands of Zack C. Smith; and on the East by U.S. Highway 52; on the South by lot. No. 16; and on the West by Joel Street.

2. **Consideration-** (a) The purchase price is Five-Hundred Thousand (\$500,000) Dollars. (b) Gaddy agrees to finance the purchase price with the unpaid balance to bear interest at four and one-half (4 ½) percent until the purchase price is paid with the principal and interest payable in monthly installments of \$ 5181.98 with the first payment to begin on March 1, 2009 with payments to continue thereafter on the first of each month until the purchase price plus interest is paid in full. (c) The monthly payment shall be applied first to interest and then to principal.

3. **Late Payment-** In the event that the monthly payment is paid after the 10th day of the month, a late payment charge of thirty-five (\$35.00) Dollars shall be added to the monthly payment. The late payment charge will be retained by Gaddy and will not be credited against the unpaid portion of the purchase price.

4. **Place of Payment**- The monthly payments shall be delivered to Gaddy at ~~33 Brockwood Drive~~ Lake City, SC 29560, or at such other place that Gaddy may designate in writing.

5. **Gaddy Remains Owner**- Until the Brothers make payment to Gaddy of the purchase price, Gaddy will remain the owner of the above described property, including all fixtures, buildings, gas pumps, and structures. The parties contemplate that Brothers will replace the gas pumps, renovate the building, and improve the car wash bays. In no event will such changes or replacements be allowed to damage any existing real property or fixtures so that the gas pumps, fixtures, and car wash bays have a value less than their value at the time when this contract is signed.

6. **Delivery of Title** Upon payment of the purchase price to, Gaddy will deliver a good title in fee simple by means of a general warranty deed properly executed to any entity designated in writing by Brothers.

7. **Insurance**- Brothers agrees to obtain liability and hazard insurance which shall name Gaddy as an insured. A copy of the insurance policy shall be furnished to Gaddy.

8. **Default**- In the event a monthly installment is not made within thirty (30) days of the 1st day of the month, Gaddy, at his option, may declare the outstanding balance due and payable in thirty (30) days. In the event that Brothers fails to pay the outstanding balance within thirty (30) days after the unpaid purchase is declared payable, Gaddy may declare this CONTRACT OF

SALE void and terminated. Any declaration by Gaddy that the CONTRACT OF SALE is void must be in writing and sent by U.S. Mail to Brothers. In the event that the CONTRACT OF SALE is declared void, Gaddy may take possession of the property. All improvements shall become the property of Gaddy upon insgtallion..

9. **Notice In Writing-** All notices given by Gaddy to Brothers must be in writing and mailed to Brothers at: ~~425 Sterling Drive~~ Florence SC, 29501 or to any other location which is given by Brothers to Gaddy. All notices of Brothers to Gaddy and all payments for Gaddy at ~~103 Brockwood Drive~~, Lake City SC, 29560 or at any other location given by Gaddy to Brothers.

10. **Forfeiture/Refund** In the event that the CONTRACT OF SALE is declared void, all payments are forfeited as liquidated damages and rent. In the event that Gaddy cannot deliver a good marketable fee simple title upon tender of the purchase price, he shall be given a reasonable time to correct any problems or eliminate any encumbrances. If such title problems or encumbrances are not eliminated in a reasonable time, Brothers is entitled to a refund of the purchase price.

11. **Condition of Property** Brothers has had an opportunity to inspect the property, including all equipment, to its satisfaction. The real property and all equipment is sold "as is." Gaddy makes no express warranty or implied warranties or representation(s) concerning the quality, use, or state of repair of any of the real property, buildings, or equipment.

12. **Closing Costs** Gaddy will pay for deed preparation, documentary stamps, costs associated with a mortgage payoff (if any). Brothers will pay all recording costs and whatever expenses or charges are incurred by reason of financing. Attorney fees with respect to services rendered in connection with this CONTRACT OF SALE shall be equally divided with Gaddy advancing the fees and obtaining reimbursement of one half of the fee from Brothers.

13. **Taxes** Taxes will be pro-rated as of the date of closing with Brothers being responsible for the payment of the 2009 taxes and taxes of all future years while the CONTRACT OF SALE is outstanding. All taxes, if any, for calendar year 2008 and before shall be payable by Gaddy.

14. **Entire Agreement** This contract contains the complete agreement of the parties. Terms and conditions cannot be changed or modified except in writing with the written consent of both parties.

15. **Non-Assignable** The within CONTRACT OF SALE is non-assignable by Brothers.

IN WITNESS WHEREOF the undersigned place their signature on this

23rd day of January, 2009.

WITNESSES

Ashley O Coker
William A. Brown

Ashley O Coker
William A. Brown

GADDY RENTALS, LLC by

Andrew B. Gaddy
President and Manager

Abu Aita Brothers, Inc by

Abu Aita
ESSA Abu Aita

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF FLORENCE)

PERSONALLY APPEARED before me Ashley O Coker and made
oath that s/he saw the within named parties to the CONTRACT sign the within
written CONTRACT, and that s/he with Wilbur B. Brown witnessed the
execution thereof.

Ashley O Coker

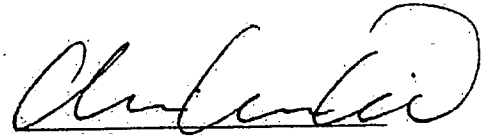
SWORN to before me this 23rd
day of January, 2009.

William A. Brown
Notary Public for South Carolina
My commission expires: 4-6-2010

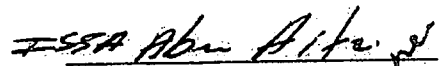
GUARANTY

To induce Gaddy Rentals, LLC to enter into the Contract for Sale, Awni Abuaita and Issa Abuaita do hereby guarantee performance of the CONTRACT FOR SALE by Abu Aita Brothers, Inc. and they will join with George Rishwami in signing a Promissory Note for the purchase price.

IN WITNESS WHEREOF the guarantors hereby place their signatures on this 23rd day of January, 2009.

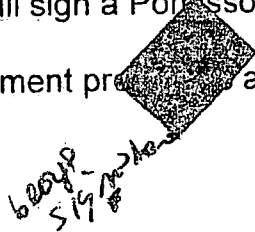


Guarantor



Guarantor

To induce Gaddy Rentals, LLC to enter into this CONTRACT OF SALE, George Rishwami guarantees performance by Abu Aita Brothers, Inc. and in addition, George Rishwami, Awni Abuaita, and Issa Abuaita will sign a Promissory Note payable to Gaddy Rentals, LLC containing the same payment provisions as the CONTRACT FOR SALE.



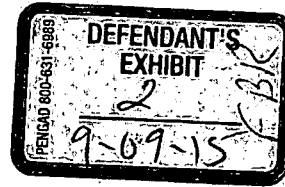
George Rishwami

TRACO CONSTRUCTION, INC.

P.O. Box 229 • 832 Traco Circle

Coward, South Carolina 29539

843-389-3956 • Fax: 843-389-7805



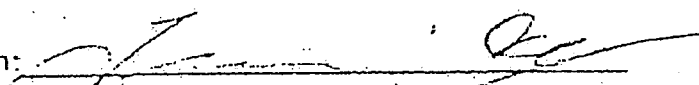
March 18, 2009

Lake City Exxon

Invoice

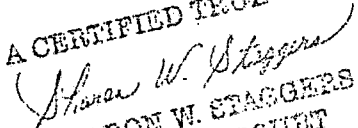
- Move Restroom- \$ 5,800.00
- Tile Floor- \$ 1,600.00
- Tile Ceiling- \$ 2,100.00
- Cooler- \$ 6,200.00
- Repair Brick- \$ 1,650.00
- New Door- \$ 2,000.00
- Insurance & O.H. Profit- \$ 4,250.00

Total= \$23,600.00

Traco Construction: 

Approved By:

**A&S
BUILDING
SYSTEMS, INC.**

A CERTIFIED TRUE COPY

SHARON W. STAGGERS
CLERK OF COURT
WILLAMETTE COUNTY

MECO Incorporated of Florence

904 S Church St, Florence SC 29506 • 1-800-845-4357

Serving North and South Carolina with expert petroleum equipment sales, service, and installation since 1964



Take off
Hanging Hardware
for Dispenser

004

#85 Abnata Br.

George Rishanki
Gaddy's Pure Oil O-Store
Highway 52 - Lake City, SC
843-933-2250

Job #989

114735 - 114740

(29) Terms: 1% - 10, NET 20 days

Abstract: CUSTOMER needs estimate to remove (4) existing MPOs and (1) suction pump and replace with (4) Gilberco blending dispensers, required hanging hardware for new equipment, required communication boxes for Gilberco/Ruby communication, and all required equipment to complete the system.

Underground Tank Equipment - Existing, to remain as is

Dispensing Equipment

Gilberco Encore 300 Multi-Product Dispensers

These models feature proven ATM-style customer interface, soda-button grade selection, electronic meter calibration, corrosion resistant hot-dipped galvanized steel frame, painted & detailed lower doors, and DuraMax sheathing. Blending units feature continuous real-time blend monitoring to ensure precise product mix ratio. Card-reader equipped units include 5.7" diagonal graphics-capable monochrome LCD screens, high-contrast backlighting, and high-speed graphics-capable thermal receipt printers. All units come with a 2-year bumper-to-bumper parts & labor warranty.

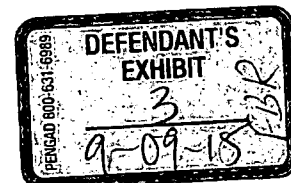
QTY	ITEM	DESCRIPTION OF PRODUCT	AMOUNT	TOTAL
4	ENC300NN1	3-grade two-hose blending dispenser with monochrome card readers	9798.00	39192.00
Encore Premium Image Packages				
4	Gemini	Gemini Image 2000 package - custom painted side sheathing & bezel (required by EncoreMobil)	129.00	516.00
Encore Dispenser Options				
24	Cash/Credit	2-Tier pricing option, one per PPU display	89.00	2136.00
4	EPP	Encrypted PIN Pad- 2 sides (meets TDES and PCI EPP approvals)	998.00	3992.00
1	Brand-View	Brand-View Angled Pump Canopy	269.00	1076.00

Gilberco Rt Surcharge Applies subtotal 45836
\$46,912.00

Install Under Dispenser Containment

QTY	ITEM	DESCRIPTION OF PRODUCT	Amount	TOTAL
1	LDC	Spray - In Containment System	1200.00	4800.00
subtotal				\$4,800.00

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



Hanging Hardware

QTY	ITEM	DESCRIPTION OF PRODUCT	AMOUNT	TOTAL
Nozzles				
8	11AP-0400	3/4" Gas nozzle with BLACK cover (gas), OPW	39.00	312.00
4	11A-0100	3/4" diesel nozzle with GREEN cover (diesel), OPW	39.00	39.00
8	88L-0400	BLACK fill guard, OPW	4.50	36.00
1	8G-0100	GREEN fill guard, OPW	4.50	4.50
Hoses				
9	712458PR108	5/8" x 9' Double bitted hardwall hose (gas/diesel), Parker	28.00	252.00
9	72808FE-B	3/4" Jumper Hose, Parker	12.00	108.00
Fittings				
9	2417PS-0241	3/4" swivel, OPW	21.00	189.00
9	66REC-1000	3/4" Dry reconnect breakaway, OPW	54.00	486.00
		subtotal		\$1,416.80

Electronic Point-Of-Sale Equipment - 2 Console System

QTY	ITEM	DESCRIPTION OF PRODUCT	AMOUNT	TOTAL
VeriFone Ruby SuperSystem				
2	V224-89-00X	Ruby 120-key single terminal, 24 Mhz, 8 meg	Existing, provided by customer	
	P050-01-200	Cash drawer		Included
	Z2839-01	Cash drawer adaptor kit		Included
	P040-08-300	Customer display & stand		Included
1	65526-01	Fuel kit, interface to Gilbarco dispensers and card readers	469.00	469.00
	13836-25	25' shielded RS-232 cable, RJ45-RJ45		Included
	13652-01	PAM adapter, DB9		Included
	13836-100	100' Shielded RS232 cable, RJ48-RJ48		Included
	13870-01	Cable, DCR Distribution (9-pin to 25-pin)		Included
	13976-01	Dispenser Card Reader Converter (B&B connector)		Included
	13542-01	Male DB25 TO 8P6C RJ45 adapter		Included
	13836-01	GEM-III shielded RS-232 cable, RJ48-RJ48		Included
	65028-01	Adapter, GSM-to-PAM		Included
LAN Cabling - for 2 or more terminals				
1	13646-25	25' Cable	30.00	30.00
1	22518-01	Lan Block (for third terminal)	18.00	18.00
<i>VeriFone shipped FOB factory</i>				

Required Gilbarco Hardware

1	PA03820000	PAM 6000, GILBARCO (Maximum 16 fueling positions)	2698.00	2698.00
1	N080378002	CRIND Expansion kit, GILBARCO (Maximum 16 CRIND positions)	799.00	799.00
1	R19000-03	POS to PAM cable, GILBARCO	58.00	58.00
1	PA02580000TDES	Advanced GSM, for TDES debit PIN encryption, w. 10' cable, GILBARCO	636.00	636.00
		subtotal		\$4,706.00

Total Equipment **56768.11**
657,844.50

Installation

CATEGORY	DETAIL	TOTAL
Installation Material		\$1,678.00
Labor	Construction labor Technical labor, startup, programming, training	\$3,870.00
	Installation Total	\$5,548.00

Equipment Total (from page 3) \$57,444.00
Canopy - 1,070.00

Sub total (excluding options below) \$56,768.00
Appropriate sales tax will be added 62416.5

Less 1% Quick Pay Discount \$534.83

Sub total after Quick Pay Discount (excluding frt, options and sales tax) \$52,857.58

Deposit

A 25% deposit of the total amount is required which will be credited toward final invoice balance.

20% of total job is \$11,363.52


Customer's Signature

01-22-09
Date

Installation Scope of Work

Mechanical work Includes:

- MECO to remove (4) existing MPD and (1) K1 suction pump and set to side for disposal by customer
- Customer to change over (2) 10K gallon tanks to regular, (1) 6K gallon tank to premium, & (1) 6K gallon tank to diesel
- MECO to cap off (1) product line at each island and use (1) 10K gal tank for (2) MPDs and (1) 10K gal tank for the other (2) MPDs
- MECO to install Under Dispenser Containment (required by SCDHEC)
- MECO to set and pipe up (4) Gilbarco dispensers & (1) Gilbarco suction pump per attached layout
- MECO to purge and verify/calibrate new dispensers
- MECO to install miscellaneous equipment listed on equipment quote

Electrical work Includes:

- MECO to re-use existing electrical conduits and existing wire for the following:
(4) GILBARCO dispensers, (1) Gilbarco suction pump
- MECO to install required Gilbarco boxes for Verifone Ruby communication
- MECO to route required network LAN cables
- MECO to configure system per site operator's requirements
- CUSTOMER responsible for all electrical in building. New sites must stub out fueling system conduits 10' from building.
- If electrical equipment is not adequate to meet current municipal or manufacturer's electrical codes, additional sub panels, enclosures, and/or other components may be required. CUSTOMER is responsible to upgrade electrical service accordingly.

Including, but not limited to:

- Electrical in building including panel with adequate breakers
- Electrical brough and NEC Class 1 Division 1 rigid metal threaded conduits stubbed out 10' from building
- Explosion-proof seal-offs inside building for forecourt & tank conduit entries
- Switched-neutral circuit breakers, one per dispenser
- Raceway from electrical panel to counter
- Dedicated 110V outlet at checkout
- 2" conduit from sales counter to back room panel area for point-of-sale and other data cables
- 3/4" conduit from sales counter to back room panel area for point-of-sale isolated ground, dedicated power circuit
- All other miscellaneous power and telephone outlets in cashier area as needed, including dedicated phone circuit for modem.

Concrete work: NONE INCLUDED

Permits

- No provision is made in this Contract for special fees, permits, licenses or similar expenses. If MECO is requested to furnish same, such charges will be added to the contract price. Easements, structures, or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- IMPORTANT: TANKS SHOULD BE TESTED BEFORE INSTALLING. ALL TANKS ARE GUARANTEED AGAINST DEFECTS, BUT MECO WILL NOT BE RESPONSIBLE FOR LOSS OF PRODUCT, INSTALLATION COST, DRAYAGE, ETC.

Training

- None included

Warranty

- MECO warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (MECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.)
- MECO's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages.
- The remedies set forth herein are exclusive, and the liability of MECO, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based.
- No MECO employee or representative is authorized to change this warranty in any way or grant any other warranty.
- Equipment furnished as part of this proposal is warranted by the manufacturers of such equipment. MECO makes no warranties whatsoever as to such equipment.
- CUSTOMER shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to MECO.

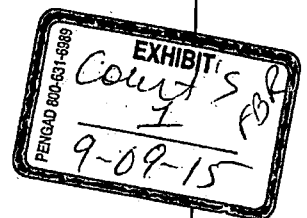
CUSTOMER responsible for the following per MECO specifications:

- CUSTOMER responsible for any engineered drawings that are required.
- CUSTOMER responsible for locating any underground pipes, cable, utilities, or obstructions in work area and notifying MECO. MECO not responsible for any damage or repair to such.
- Property lines and finished grades are to be established and verified by Customer.
- CUSTOMER shall make a storage area available to MECO. Any necessary relocation of equipment or installation materials from the designated area will be at CUSTOMER's expense.
- CUSTOMER responsible for all environmental testing.
- CUSTOMER to remove excavated soils from job site after soil is tested clean

1 This deposition is taken subject to the South Carolina
2 Rules of Civil Procedure, and any formalities not complied with in the
3 taking of the deposition are hereby waived. Also, the reading and signing
4 of the deposition is not waived by the deponent. All objections are
5 reserved until the time of the trial, except as to the form of the questions.

6 GEORGE RISHMAWI, SR., HAVING BEEN
7 DULY SWORN, TESTIFIED AS FOLLOWS:
8 DIRECT EXAMINATION BY MS. GADDY:

9 Q I am Susan Gaddy, and I am an attorney who
10 represents Gaddy Oil, Inc. that is the Plaintiff in this
11 lawsuit. Would you tell us your full name?
12 A I-s-s-a, Issa, George, Rishmawi.
13 Q And would you spell your last name?
14 A R-i-s-h-m-a-w-i.
15 Q What is your date of birth?
16 A ~~April 1, 1956~~
17 Q And that makes this your birthday?
18 A Yes, ma am.
19 Q What is your place of birth?
20 A Bethlehem, that s in Palestine.
21 Q When did you move to South Carolina?
22 A 2004.
23 Q What is the nature of your business?
24 A Convenience stores.
25 Q How long have you been in that business?



- 1 Scranton already has gasoline?
- 2 A Yes, ma'am.
- 3 Q Do you still lease Betty's Quick Stop from Mr.
- 4 Brewer?
- 5 A No, I bought it.
- 6 Q When did you buy it?
- 7 A Last year.
- 8 Q In what name did you purchase it?
- 9 A Dollar and Moore, Inc.
- 10 Q And who are the shareholders of Dollar and Moore,
- 11 Inc.?
- 12 A My wife and my kids.
- 13 Q What are their names?
- 14 A Betty Rishmawi, my wife and George my son. My
- 15 other kids have, but I never did divide the shares
- 16 between anybody. I don't own Dollar and Moore..
- 17 Q I don't understand what you're saying?
- 18 A I don't own the Dollar and Moore.
- 19 Q You don't have any shareholder interest?
- 20 A No, ma'am, I'm just an acting agent.
- 21 Q What do you mean by acting agent?
- 22 A When we incorporated the business I was just
- 23 designed as acting agent on the corporation.
- 24 Q We use the term registered agent, is that what you
- 25 mean?

1 Q It doesn't matter to me either. Let's just put them
2 both in, or we can put them both in as one exhibit.
3 NOTICES OF 30(b)(6) DEPOSITION RECEIVED
4 AND MARKED PLAINTIFF'S EXHIBIT #1.

5 Q Now, by agreement we designated the location in
6 which we are now sitting as the location of the
7 deposition, so I didn't read that out loud, because
8 that's changed since the Notice of Deposition was
9 generated. Your attorney responded to the two
10 Notices of Deposition by indicating that you would be
11 designated by both corporations to be the witness for
12 Dollar and More, Inc. as well as G & S Transports,
13 LLC?

14 A Yes, ma'am.

15 Q Further you are individually named as a party
16 Defendant in this lawsuit as is your son, whom you
17 have previously identified as George, would you tell
18 us your son's full name?

19 A The same last name, George Rishmawi, I in the
20 middle, middle initial I.

21 Q Does the I stand for Issa?

22 A Yes, ma'am. In our country the names have four
23 names, not like here. We don't have a middle initial.
24 We normally go with the name of the son, the father,
25 and the grandfather and the family. Here they

1 require just two names and the family as a middle
2 name, so we really don't call that a middle name but
3 we have to use it because that's how it is on the
4 birth certificate.

5 Q Now that we have reviewed the Notice of Deposition
6 for Dollar and Moore, Inc. have you had time to
7 recollect the names of the properties that Dollar and
8 Moore, Inc. owns?

9 A If you don't need addresses, I can tell you. This is
10 what I was trying to tell you, I know the names, but I
11 can't give you full information as if you are asking me
12 where is this. I know it's in Kingstree, but I don't
13 know the address for Kingstree. I did not say I was
14 denying owning this. I told you I do own as Dollar
15 and More property in South Carolina.

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

18 A Yes, ma'am. I have a church leased in Kingstree on
19 Highway 52, I have a gas store in Coward, and I can
20 give you the address on that because I have it. It's
21 3506 U. S. Highway 52 and that's in Coward.

22 Q What's the name of that property?

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

24 Q Prior to today I understood that the name of the gas
25 store in Coward was called Coward's Truck Stop?

- 1 A It is, but it s Southside Plaza, LLC, doing business as
2 Coward Truck Stop. The legal name is Southside
3 Plaza, LLC.
- 4 Q I think that what you ve just told me is number one; a
5 church leased in Kingstree.
- 6 A Un-huh.
- 7 Q And number two, Coward s Truck Stop that has a
8 corporate name of Southside Plaza, LLC?
- 9 A Yes, ma am.
- 10 Q All right, what else.
- 11 A That s two owners, that s an LLC between two
12 corporations..
- 13 Q What are the names of the two corporations for
14 Coward s Truck Stop?
- 15 A Southside and Dollar and More. Then I own Little
16 Fisher, and this is strictly Dollar and More, and I
17 already mentioned that in the first question you asked,
18 but the address on this one is 2105 ½ East Myrtle
19 Beach Highway, Hemingway. I did buy that property
20 two years ago and it s mine. There no store on it now.
21 I m building a new one. That gives you all, and we
22 own a lot of 1 ½ acres on Highway 52, and I don t
23 have that address on that. It is in Coward. Can I go to
24 the bathroom?
- 25 Q Certainly.

1 (Off the record)

2 A Okay, I m back.

3 Q I believe that before the break you were telling us that
4 you have a vacant lot that is an acre and a half in
5 Coward on Highway 52.

6 A Yes.

7 Q What else?

8 A And we have G & S Transport Corporation and my
9 corporation owns half of that. It s a partner with
10 another corporation.

11 Q Who is the other partner?

12 A GAC Corporation. GAC Investments.

13 Q GAC Investments?

14 A Yes, ma am. The same thing with Southside. The
15 Southside Plaza has two corporations, I own half of it,
16 and GAC Investments owns the other half.

17 Q Are you telling us that you own one half of G & S
18 Transports, LLC?

19 A Yes, ma am, I do.

20 Q And that the partner in G & S Transports, LLC is
21 GAC Investments?

22 A Yes, ma am.

23 Q Who controls GAC Investments?

24 A His name is Saher Rishma wi.

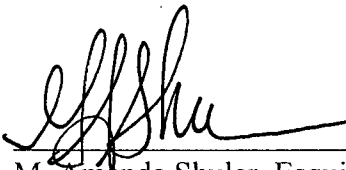
25 Q Would you spell that for us?

- 1 A I thought I stated that, convenience stores.
- 2 Q Does Dollar and More transact business in any place
- 3 other than Coward which is called Coward s Truck
- 4 Stop, Little Fisher in Hemingway?
- 5 A You re asking if I conduct any more business than
- 6 those?
- 7 Q I m asking you does Dollar and More?
- 8 A We are half owners of G & S, and I stated that. We
- 9 are half owners of Southside, and we are full owners
- 10 of Betty s Quick Stop and Little Fisher, and we own
- 11 that property in Kingtree.
- 12 Q Do you have any other convenience stores other than
- 13 the Little Fisher and Betty s and Cowards?
- 14 A Not right now, no, ma am, I don t. I had George s
- 15 Truck Stop in Kingtree, but I sold that two years ago
- 16 but that s before any questions on this issue anyway.
- 17 Q When do you project that Little Fisher will be
- 18 reopening with the new building?
- 19 A Ten days to two weeks maybe.
- 20 Q When did you close it for the renovation?
- 21 A June of last year. I didn t close it, I actually tore the
- 22 building up.
- 23 Q Who operates G & S Transports, LLC?
- 24 A Dollar and More and GAC.
- 25 Q Let me rephrase that question. You have told me that

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 21, 2016



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