

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

MAY 04 2017

APPEAL FROM ORANGEBURG COUNTY

James B. Jackson, Jr. Master-in-Equity
Trial Court Case No. 2012-CP-38-453

SC Court of Appeals

Appellate Case No. 2016-002350

Le Feather, LLC, and Son Van Le
Respondents,

vs.

Tuyet L. White
Appellant,

RECORD ON APPEAL

Russell A. Blanchard IV, Esquire
WILLIAMS & WILLIAMS
Post Office Box 1084
Orangeburg, S. C. 29116-1084
(803) 534-5218
(803) 928-5191 (fax)
Attorney for Appellant

Lewis C. Lanier, Esquire
Lanier & Burroughs, LLC
P.O. Box 2789
Orangeburg, SC 29116
Phone: 803.268.9800
Attorney for Respondents

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

MAY 04 2017

APPEAL FROM ORANGEBURG COUNTY

James B. Jackson, Jr. Master-in-Equity
Trial Court Case No. 2012-CP-38-453

SC Court of Appeals

Appellate Case No. 2016-002350

Le Feather, LLC, and Son Van Le
Respondents,

vs.

Tuyet L. White
Appellant,

RECORD ON APPEAL

Russell A. Blanchard IV, Esquire
WILLIAMS & WILLIAMS
Post Office Box 1084
Orangeburg, S. C. 29116-1084
(803) 534-5218
(803) 928-5191 (fax)
Attorney for Appellant

Lewis C. Lanier, Esquire
Lanier & Burroughs, LLC
P.O. Box 2789
Orangeburg, SC 29116
Phone: 803.268.9800
Attorney for Respondents

INDEX

I.	Order to Transfer Case dated March 19, 2012.....	3
II.	Order of Reference.....	5
III.	Order on Motion for Bond of May 19, 2014.....	6
IV.	Final Order of July 18, 2016.....	8
V.	Order on Motion to Reconsider of October 26, 2016.....	12
VI.	Rule to Vacate or Show Cause/Application for Ejectment.....	14
VII.	Answer and Counterclaim.....	19
VIII.	Reply to Answer and Counterclaim.....	26
IX.	Motion to Dismiss.....	29
X.	Motion to Strike.....	30
XI.	Motion for Payment of Delinquent Rent and Future Accrued Rent.....	32
XII.	Motion to Transfer.....	33
XIII.	Notice of Civil Appeal.....	34
XIV.	Return and Motion to Dismiss.....	35
XV.	Motion for Bond.....	36
XVI.	Motion to Reconsider Order of May 19, 2014.....	38
XVII.	Transcript of April 20, 2016.....	40
A.	Testimony of Richard Bolen	
	Direct by Mr. Lanier, Esq. (pp. 6-16).....	45
	Cross Examination by Mr. Williams, Esq. (pp. 16-30).....	55
	Redirect by Mr. Lanier, Esq. (pp. 30-32).....	69
	Recross by Mr. Williams, Esq. (pp. 32-34).....	71
B.	Testimony of David Jackson "Jack" Rash	
	Direct by Mr. Lanier, Esq. (pp. 34-37).....	73
	Cross Examination by Mr. Blanchard, Esq. (pp. 37-40).....	76
C.	Testimony of Son Van "Feather" Le	

	Direct by Mr. Lanier, Esq. (pp. 44-65).....	83
D.	Testimony of Francis Baxter Culler	
	Direct by Mr. Lanier, Esq. (pp. 65-68).....	104
	Cross by Mr. Williams, Esq. (pp. 68-69).....	107
E.	Testimony of Son Van "Feather" Le	
	Continued Direct of Mr. Lanier, Esq. (pp. 69-82).....	108
	Cross Examination by Mr. Williams, Esq. (pp. 82-163).....	121
	Redirect by Mr. Lanier, Esq. (pp. 163-171).....	202
	Recross by Mr. Williams, Esq. (pp. 171-176).....	210
F.	Defendant's Motion for Directed Verdict (pp. 178-185).....	217
G.	Testimony of Patricia Huff	
	Direct by Mr. Blanchard, Esq. (pp. 186-202).....	225
	Cross Examination by Mr. Lanier, Esq. (pp. 202-210).....	241
	Redirect by Mr. Blanchard, Esq. (pp. 210-211).....	249
H.	Testimony of Tuyet Lanthi White	
	Direct by Mr. Blanchard, Esq. (pp. 212-249).....	251
	Cross Examination by Mr. Lanier, Esq. (pp. 249-288).....	288
	Redirect by Mr. Blanchard, Esq. (pp. 288-295).....	327
I.	Renewal of Defendant's Motion for Directed Verdict (pp. 295).....	334

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF ORANGEBURG

Civil Action No.: 2012-CV-38-
10700179

Le Feather, LLC and Son Van Le,

Plaintiff,

vs.

Tuyet L. White

Unit 1717 St. Matthews Road

Orangeburg, SC 29115,

Defendant.

ORDER

This matter came before the Court on March 5, 2012, pursuant to Defendant's Motion to Transfer and Plaintiff's Motion for Payment of Delinquent Rent and Future Accrued Rent, Motion to Dismiss and Motion to Strike. The first Motion heard was Defendant's Motion to Transfer this matter in its entirety to the docket of the Common Pleas Court for the First Judicial Circuit pursuant to section 22-3-10(12) of the SC Code of Laws and Rule 13(j) of SCRCP and Rule 9(b) of SCMCR.

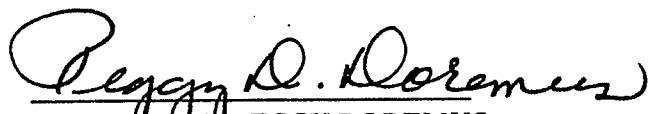
Present were attorneys for the Defendant, David R. Williams and Russell A. Blanchard, IV and attorney for the Plaintiff, James Walsh, Jr.

Defendant moved to transfer on the grounds that the Magistrate's Court lacked jurisdiction to hear Defendant's counterclaims involving Fraud, Constructive Trust, Breach of Fiduciary Duty, Malicious Prosecution, Partnership, and Accounting, and therefore the entire case should be transferred to Circuit Court based on section 22-3-30 of the SC Code of Laws. Plaintiff alleged that the Magistrate's Court had jurisdiction based on section 22-3-10(12) of the SC Code of Laws and provided a case to support his claim. However, the statute and case law only provides for this Court to retain jurisdiction in landlord tenant cases where the counterclaims are solely related to the landlord tenant relationship and the possession of land. The counterclaims in this matter fall outside of the exception and therefore the entire matter should be transferred to the Court of Common Pleas for the First Judicial Circuit.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

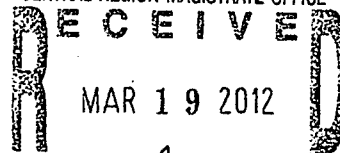
This matter is hereby transferred to the Court of Common Pleas for the First Judicial Circuit.

IT IS SO ORDERED.


HONORABLE PEGGY DOREMUS

March 19, 2012 4:17 pm
Orangeburg, South Carolina

ORANGEBURG COUNTY
CENTRAL REGION MAGISTRATE OFFICE


RECEIVED

MAR 19 2012

BY

BF

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
C/A # 2012-CP-38-453

Le Feather, LLC and Son Van Le,)
Plaintiffs,)
Vs)
Tuyet L. White,)
Defendant.)

ORDER OF REFERENCE

FILED FOR RECORD
CLERK OF COURT
ORANGEBURG COUNTY, SC
JUL 26 PM 4:09

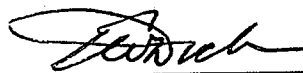
The Complaint in this action seeks to evict the Defendant, and the Defendant has made various counterclaims. The real property at issue is located in Orangeburg County, and it appears to the Court that it is a matter that should be referred; now, upon our motion of Williams & Williams, attorneys for the Defendant, with consent of Plaintiffs, it is

ORDERED that this matter be, and it hereby is, referred to the Master-in-Equity for Orangeburg County, for the purpose of taking such testimony and making such findings of fact and law as is necessary to dispose of the issues raised by the pleadings.

FURTHER ORDERED, that pursuant to Section 15-31-10 of the Code of Laws of South Carolina, 1976, as amended, that the said Master-in-Equity may enter final judgment in the cause with finality and appeal directly to the Supreme Court.

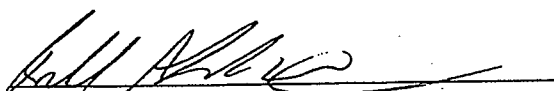
July 24, 2013

Orangeburg, SC



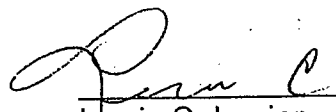
Judge Edgar W. Dickson
Court of Common Pleas, First Circuit

I SO MOVE:



Russell A. Blanchard, IV
Attorney for Defendant

I CONSENT:



Lewis C. Lanier
Attorney for Plaintiffs

CLERK OF COURT
ORANGEBURG COUNTY, SC

Defendant.

ORDER

Wingy B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

Record on Appeal 6

adjudicated. Both parties have reserved the right to seek adjustment of the amount of rent due, based upon a final ruling of the Court, with credit for payments previously made.

THEREFORE IT IS ORDERED that the Defendant shall begin paying rent to the Plaintiff in the amount of \$1,000.00 per month, retroactive to the date of this hearing, December 18, 2013, until further Order of this Court, and/or final adjudication.

AND IT IS SO ORDERED.

Dated: May 19, 2014
Orangeburg, South Carolina

S. B. Jackson
The Honorable James B. Jackson, Jr.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Plaintiff,

v.

Tuyet L. White,

Defendant.

IN THE COURT OF COMMON PLEAS

IN THE FIRST JUDICIAL CIRCUIT

CASE NO.: 2012-CP-38-00453

FINAL ORDER

CLERK OF COURT
ORANGEBURG, SC

2016 JUL 18 P 3:57

FILED FOR RECORD
WINNIE B. CLARK

This matter came before me on April 20, 2016. Present at the hearing were the Plaintiff, Feather Le, represented by his counsel, Lewis C. Lanier. The Defendant was also present, represented by her counsel, David Williams and Russell Blanchard.

The Plaintiff seeks an Order requiring the Defendant to vacate the property located at 1715 St. Matthews Road, Orangeburg, South Carolina, as well as be required to pay to the Plaintiff all rent owed since the filing of this action. The Defendant filed an Answer and Counterclaim asserting a constructive trust, unjust enrichment, breach of fiduciary duties and resulting trust and the matter was removed from Magistrate's Court to Circuit Court.

FINDINGS OF FACT

Based upon the evidence and testimony presented, I make the following findings of fact:

1. I find that this Court has In Rem and In Personam jurisdiction based upon the parties appearances and participation in these proceedings.
2. I find that the Defendant's primary defense to every action she took in this action was that she signed every document put in front of her by the Plaintiff because she was in love

TEST: TRUE COPY
CLERK OF COURT
ORANGEBURG COUNTY, SC

with the Plaintiff unavailing to the Defendant. However, the Defendant acknowledges that she was married and continues to be married to Mark White and he is the father of at least one (1) of her children. The fact that she chose not to read the documents or to understand what they meant or to ask questions about the effect of the documents she signed, is simply not a defense to the ramifications of signing all of these documents. For example, when the Defendant signed her resignation from the Le Feather, LLC, I find that this was an effective resignation from being a member of this particular LLC. Therefore, I would find that she was not a member of the LLC that purchased the real estate in question.

3. I find that the Defendant was not engaged in a partnership with the Plaintiff or the Le Feather, LLC, in any manner. While I find that they did open a clothing store that she sold her clothes together but that the testimony was that she sold her clothes and he sold his clothes and they seemed to share the expenses of that particular business, I do not find that it constitutes a partnership because there was simply no meeting of the minds or written agreement of the parties that they were entering into a partnership. I would further find that they operated what appeared to the public to be a joint business but in effect was a separate business where they each sold their own clothing. Even if this was a partnership, it was a partnership that was operating a business of selling clothes and was not operating a partnership in regards to the ownership of the building. Nevertheless, I particularly find that it could not have been a partnership because there was no meeting of the minds or written agreement of the parties they were entering into a partnership. Additionally, I find that whatever partnership the parties had concerning the operating of the clothing store ended, that business no longer continues and there was no testimony to support any division of assets upon the dissolution of the clothing business. Again,

according to the testimony of the Defendant she did whatever the Plaintiff wanted her to do and signed whatever documents he put in front of her due to her love for him.

4. I find that the building in question, specifically 1713, 1715 and 1717 St. Matthews Road, Orangeburg, South Carolina, is owned by Le Feather, LLC and that this limited liability company is owned in total by the Plaintiff.

5. I find that the Plaintiff has the right to evict the Defendant and that the Defendant should vacate the property within thirty (30) days of the date of this Order.

6. In addition, I find that the Defendant's Motion for Reconsideration of the prior ruling of this Court that the Defendant should pay \$1,000.00 rent during the pendency of this action is denied. I find that the Defendant was a tenant throughout the relationship with the Plaintiff and the Defendant should be required to pay all rent ordered under the prior Order of this Court dated December 18, 2013, as well as pay \$1,000.00 per month rent until she vacates the premises.

7. I find that the evidence presented documents numerous checks written by the Defendant over the years to the Plaintiff for rent and it was clear throughout this process that the Defendant was a tenant in a building owned by the Plaintiff.

8. I find that all monies paid by the Defendant to the Plaintiff or to Le Feather LLC was either rent or was repayment of loans made to the Defendant by the Plaintiff or by Le Feather, LLC.

9. I find that the Plaintiff paid numerous bills over the years on behalf of the Defendant and that she would have been repaying those loans to the Plaintiff and/or would have been paying rent to the Plaintiff throughout her relationship.

10. I find that while the business relationship between the parties is very confusing , there is no evidence that the Defendant has any ownership rights to the building in question.

THEREFORE IT IS ORDERED that the Defendant shall vacate the premises owned by Le Feather, LLC, the same being 1717 St. Matthews Road, Orangeburg, South Carolina, within thirty (30) days of the date of this Order.

IT IS FURTHER ORDERED that the Defendant shall pay to the Plaintiff the sum of \$1,000.00 per month rent retroactive to the previous Order of this Court, the same being December 18, 2013; through the date she vacates the premises, the same being within thirty (30) days of the date of this Order.

AND IT IS SO ORDERED.

Dated: July 18, 2016
Orangeburg, South Carolina

S/ Q30
The Honorable James B. Jackson, Jr.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Plaintiff,

v.

Tuyet L. White,

Defendant.

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO. 2012-CP-38-00453

Winniford B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

ORDER ON MOTION

FILED FOR RECORD
WINNIFORD B. CLARK
2016 NOV -3 A 1:33
CLERK OF COURT
ORANGEBURG, SC

This matter came before on a Rule 59(e) of the South Carolina Rules of Civil Procedure Motion for Reconsideration timely filed by the Defendant's counsel. This Motion was filed on July 29, 2016, after service of this Court's Final Order on July 18, 2016.

The Defendant failed to prove any business between the parties. Practices between the parties were irregular, inconsistent, confusing and contrary to a business arrangement of any kind. No business relation was ever formed other than the "clothing business" which was dissolved prior to this litigation and involved the parties selling their own clothes out of the same rented location.

The Defendant failed to prove any interest in the Rhoad Street property, the Titled residence of the Plaintiff. No credible or probative documentation of loans or titles was presented by the Defendant in support of ownership and the Title to the Rhoad Street property. The Rhoad Street property remains as it was before the subject litigation titled to the Plaintiff. The Defendant failed to prove any interest in said property by the greater weight of the evidence. The Defendant never sought an action asserting the Rhoad Street property until the Plaintiff sought her eviction from the business property. When asked about sums of money transferred to

JP #1

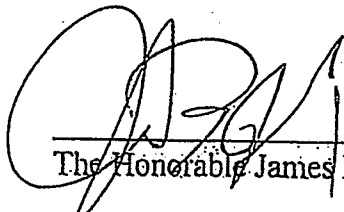
Record on Appeal 12

the Plaintiff without documentation of a loan the Defendant consistently testified she made those transactions because "she loved the Plaintiff." Once again not a business structure or association on proof of a jointly owned business.

The evidence concerning occupancy by the Defendant supported only a tenancy at will supported by monthly payments marked in the memo section of the check payments as rent. The parties paid rent to the prior owner of the property in a similar amount. The Defendant continued to pay rent to the Plaintiff after his purchase. The Defendant failed to prove a single mortgage payment, tax payment or insurance payment on the subject property located at 1717 St. Matthews Road, Orangeburg, South Carolina. The Defendant operated several businesses and currently owns her home and still withdraws from Le Feather, LLC, and consistently failed to assert title, pay mortgage debt, taxes or insurance on the business property. The Defendant was Ordered to pay \$1,000.00 per month after the hearing before this Court on December 18, 2013, and paid only one (1) month rent check, in total disregard of the Court Order. The payments of rent were consistent with rent paid before the property was purchased by the Plaintiff's LLC and the Defendant has failed to pay as Ordered.

The Defendant's Rule 59 Motion is denied. The Defendant is not entitled to continued possession and should immediately vacate the premises having held over with only one (1) payment of \$1,000.00 rent one (1) time since December 18, 2013. This rent payment was Court Ordered and substantially ignored by the Defendant.

Dated: October 26, 2016
Orangeburg, South Carolina


The Honorable James B. Jackson

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

2012CV381000179
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE

Le Feather

Son Van Le

Attorney James F. Walsh, Jr.
1436 Amelia Street
Orangeburg, SC 29115
(803)534-6061

PLAINTIFF(S)

Vs

Tuyet L White
Unit 1717 St. Matthews Road
Orangeburg, SC 29115

DEFENDANT(S)

Upon the application of the Plaintiff(s) listed above, which states:

- ☒ TENANT HAS FAILED TO PAY RENT WHEN DUE OR DEMANDED.
☒ THE TERMS OF THE TENANCY OR OCCUPANCY HAVE ENDED
☐ THE TERMS OR CONDITIONS OF THE LEASE HAVE BEEN VIOLATED.

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the: Central Region Magistrate Court, 1540 Ellis Avenue, P. O. Box 9000, Orangeburg, SC 29116, (803) 533-5844, within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Thursday, January 12, 2012

Regina D. Doremus
JUDGE, Central Region Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on Tuyet L White on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA	)	CIVIL CASE NUMBER
	)	2012CV3810700179
COUNTY OF ORANGEBURG	)	IN THE MAGISTRATE'S COURT
Le Feather, LLC and Son Van Le	)	
PLAINTIFF(S)	)	
VS.	)	APPLICATION FOR
	)	EJECTMENT
	)	(Eviction)
Tuyet L. White	)	
DEFENDANT(S)	)	

Le Feather, LLC and Son Van Le, plaintiffs in this action, state that they are the landlords-lessors of premises within the jurisdiction of Magistrate of the Central Region which is described as:

Building Unit #1717 St. Matthews Road, Orangeburg, South Carolina located on all that certain piece, parcel or lot of land with improvements thereon, situate, lying and being near the northern corporate limits of the City of Orangeburg, Orangeburg County, South Carolina, being bounded on the west by property now or formerly of Gopal Kondapaneni, on the east by Orangeburg-St. Matthews Road, on the south by land now or formerly owned by Dawes Edwards and on the north by land now or formerly owned by M&W Partnership. This property is more particularly shown and delineated on a plat of the property prepared for Joseph K. Rutherford by Donald J. Smith, Jr. Inc. dated June 29, 2005 and filed in the Orangeburg County Register of Deeds Office at Book 079 at page 286 on August 11, 2005. TMS# 0174-14-07-020.000.

They further state that, with regard to the above described premises, a landlord-tenant relationship exists between themselves and the defendant, Tuyet L. White, the tenant-lessee, as evidenced by the following:

A month to month lease ending on October 31, 2011 with rental at the rate of One Thousand and no/100 (\$1,000.00) Dollars per month.

Grounds for this ejectment are one or more of the following:

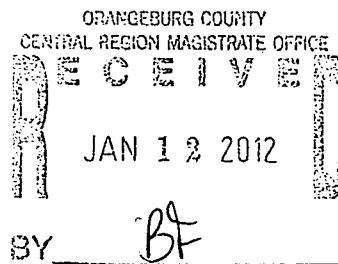
a. The tenant fails or refuses to pay the rent when due or when demanded and is past due in the amount of Twenty Thousand and no/100 (\$20,000.00) Dollars; and

b. The term of tenancy or occupancy has ended per letter to tenant dated October 19, 2011: and attached hereto.

This is a commercial lease subject to the provisions of South Carolina Code Ann. §27-37-155.

Sworn to before me)
this 11th day of January, 2012)
Charles K. Rockenbach)
Notary Public for South Carolina)
My Commission Expires: 2-14-2016)

James F. Walsh, Jr.
James F. Walsh, Jr., Attorney for
Le Feather, LLC and Son Van Le
Plaintiffs
1436 Amelia Street
Orangeburg, South Carolina 29115
803-534-6061



Le Feather, LLC.
1713 St. Matthews RD. • Orangeburg, SC 29118

October 19, 2011

Perfect Nails
Attn: Tuyet L. White
1717 St. Matthews Rd
Orangeburg, SC 29118

Dear Mrs. White:

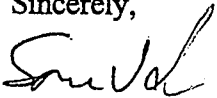
Is there some reason you have not paid your rental bill of \$16,000.00 + \$1,000.00 order by the court? Per our agreement on the rental of the 1717 & 1715 was \$2000.00 per month on month to month bases. Since the clothing store closed as of July 2010, you had not made any payment for rent on 1717 St. Matthews RD address. I was nice enough to give you the discount from \$1,300.00 per building to \$1,000.00 per building.

I sent you letter with no respond. This time I'm sending you with certified sign receipt. So you can't say that you never got my letter.

You agreed to pay off your balance of the rental at 1717 St. Matthews RD. Your total bill is now overdue for sixteen months. Please send \$17,000.00 within 10 days. If you have any questions or concerns regarding this bill, please contact me at 803-937-1895 by Oct 30.

Failure to send the full amount by Oct 31 2011 will mean that your bill will be turned over to my attorney for collection and eviction will follow. Your prompt attention is urgent to protect your space at 1717 St. Matthews Rd.

Sincerely,



Son Le/Le Feather LLC
Owner
CC: My Attorney

Le Feather. LLC
1713 St. Matthews RD. • Orangeburg, SC 29118

October 19, 2011

Attn: Patricia Williams 803-707-1401
1717 St. Matthews Rd
Orangeburg, SC 29118

Dear Ms. Patricia Williams:

Ms. Williams this is a final letters to you in regarding the rental space at 1717 St. Matthews RD, Orangeburg, SC 29118.

Per our agreement that you paid \$100.00 per week for the space rental. Mrs. White collect the payment then she paid me. Mrs. White is terminated from Le Feather LLC. Since all these incidents happen as you know. Mrs. White had not made any payment nor you.

As to date the balance owed Le Feather LLC. \$6,400.00. If I do not hear from you within by Oct 31 2011. Please be advised that this matter will forward to the court svstem for collection and eviction.

Thank you for your time and cooperation on this matter.

Sincerely,



Son Le/Le Feather LLC
Owner
CC: My Attorney

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE MAGISTRATE'S COURT
CASE NO. 2012-CV-38-10700179

Le Feather, LLC and Son Van Le,)
Plaintiff,)

-vs-

ANSWER AND COUNTERCLAIM
(Jury Trial Demanded)

Tuyet L. White)
Unit 1717 St. Matthews Road)
Orangeburg, SC 29115,)
Defendant.)

Defendant, Answering the Petition and making a Counterclaim thereto, would respectfully show unto this Honorable Court:

FOR A FIRST DEFENSE

- 1) All allegations in the Petition not hereinafter admitted, controverted, or denied, are denied and strict proof thereof is demanded.
- 2) Defendant denies all allegations in Plaintiffs complaint.

FOR A SECOND DEFENSE
AND BY WAY OF A FIRST COUNTERCLAIM
(Fraud/ Misrepresentation)

- 3) Defendant denies all allegations in Plaintiffs complaint.
- 4) Defendant reiterates and realleges all defenses in Paragraphs 1 through 2 of as if repeated herein verbatim.
- 5) That the Plaintiff Son Van Le and Defendant are citizens and residents of the County of Orangeburg, State of South Carolina.

ORANGEBURG COUNTY
CENTRAL REGION MAGISTRATE OFFICE
RECEIVED
JAN 8 1 2012
BY sm

6) Plaintiff Le Feather LLC is a limited liability company organized under the laws of South Carolina with its principal place of business in the County of Orangeburg, State of South Carolina.

7) This Court has personal and subject matter jurisdiction and is the proper venue for this action.

8) Plaintiff Le Feather LLC was formed on December 19, 2005, by Defendant and Plaintiff Son Van Le for the purpose of operating the parties' nail salon and seafood store.

9) Plaintiff has dedicated both her time and her financial resources to the operation of Defendant Le Feather LLC since its creation. Plaintiff derives her primary source of income from the operation of the nail salon under the name Perfect Nails.

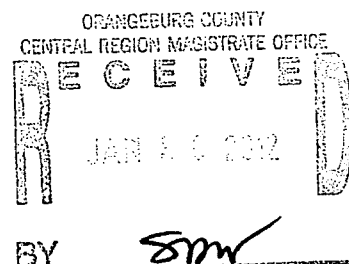
10) The real property at issue in this matter was purchased from the Secretary of Housing and Urban Development for \$101,000.00 on August 15, 2006, as evidenced by the deed filed in the Orangeburg County office of the Register of Deeds in Deed Book 1164 at page 272.

11) Defendant supplied Plaintiff with some or all of the funds necessary to purchase the real property, but she was unable to attend the closing because she was in the hospital.

12) Without Defendant's consent and with the intent to defraud Defendant of the funds she provided, Plaintiff had only his name placed on the deed to the real property.

13) Plaintiff represented to Defendant that if she provided the funds for the purchase of the property, they would own the property together.

14) When Plaintiff made this representation, he knew or should have known that it was false, he intended for Defendant to act on the representation, and he knew that Defendant did not know the representation was false.



15) Defendant had a right to rely on the truthfulness of Plaintiff's representations and did rely on said representations to her detriment.

16) As a result of Plaintiff's fraud, Defendant has been damaged in the amount exceeding One Hundred Thousand and 00/100 (\$100,000.00).

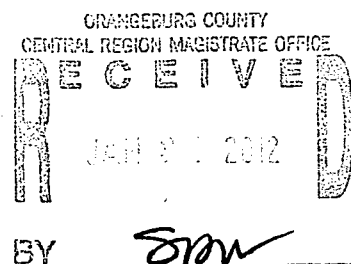
17) Additionally, on or about March 20, 2006, Plaintiff Son Van Le used his superior ability to read and write English to trick and deceive Defendant into signing a document dissociating herself as an owner of Plaintiff Le Feather LLC.

18) Since that time, Plaintiff Son Van Le has allowed Defendant to continue working with the company in essentially the same capacity as she did prior to her dissociation. She has dedicated the same amount of time and financial resources under the belief that she was an owner of the LLC.

19) Plaintiff Son Van Le has represented to Defendant by his words and action that she was still part of the company and allowed her to act as an owner of the company. Plaintiff Son Van Le has made these representations with the intent to defraud Defendant and with the knowledge that Defendant would rely on these representations. Plaintiff Son Van Le further knew that Defendant would not know of the falsity of his representations due to her limited ability to read and speak English.

20) Defendant had a right to rely on the representations made by Plaintiff Son Van Le as a fellow owner of Plaintiff Le Feather LLC, and Defendant did rely on these representations to her detriment.

21) As a result of Plaintiff Son Van Le's fraud, Defendant has been damaged through the loss of her ownership in Plaintiff Le Feather LLC and the loss of past and future income from the company, in an amount to be determined by the trier of fact.



22) In addition to actual damages and compensatory damages Defendant is seeking to recover punitive damages from Plaintiff Son Van Le in an amount to be proven at trial based on the Plaintiff's intentional and deceptive conduct.

FOR A THIRD DEFENSE
AND BY WAY OF A SECOND COUNTERCLAIM
(Constructive Trust)

23) Defendant reiterates and realleges all the allegations in Paragraphs 1 through 21 as if they were repeated herein verbatim.

24) Because of Plaintiff's above described actions, Plaintiff holds the real property at issue in this matter in constructive trust for the benefit of Defendant.

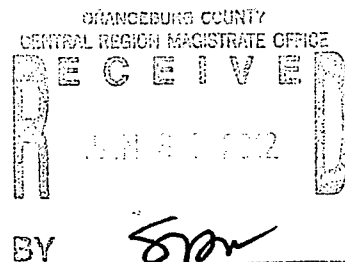
25) Defendant is entitled to an Order of this Court granting Defendant a constructive trust in the real property at issue.

FOR A FOURTH DEFENSE
AND BY WAY OF A THIRD COUNTERCLAIM
(Breach of Trust/ Breach of Fiduciary Duty)

26) Defendant reiterates and reasserts all the allegations contained in Paragraphs 1 through 24 of this Complaint.

27) As the title holder to the real property in which Defendant has an equitable interest, Plaintiff Son Van Le has a fiduciary duty not to interfere with Defendant's use and enjoyment of the property.

28) By attempting to deprive Defendant of the use and enjoyment of the property at issue, Plaintiff Son Van Le has breached the fiduciary duty owed to Defendant. Defendant has suffered actual damages as a result of this breach.



29) Defendant has been forced to retain the services of an attorney to protect her interest, she has suffered extreme emotional distress, and she faces the possible loss of the use and enjoyment of her property.

30) As a result of Plaintiff Son Van Le's breach of fiduciary duty, Defendant has suffered damages in an amount to be determined by the trier of fact.

FOR A FIFTH DEFENSE
AND BY WAY OF A FOURTH COUNTERCLAIM
(Malicious Prosecution)

31) Defendant reiterates and reasserts all the allegations contained in Paragraphs 1 through 29 of this Complaint.

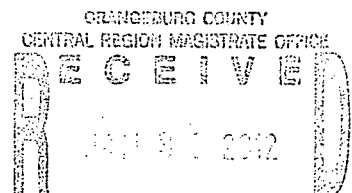
32) On or about October, 2010, Plaintiff Son Van Le reported to the Orangeburg Police Department that Defendant forged his signature to two checks, each in the amount of \$4,000.00. Plaintiff Son Van Le made these allegations knowing that they were false.

33) These false allegations caused the Orangeburg Police Department to charge Defendant with two counts of check fraud and to arrest and book Defendant on said charges.

34) Defendant has been damaged in that she has incurred cost to retain the services of an attorney to defend her against the false charges, and Defendant's character in the community has been damaged. Defendant is entitled to damages in an amount to be determined by the trier of fact in this matter.

FOR A SIXTH DEFENSE
AND BY WAY OF A FIFTH COUNTERCLAIM
(Accounting)

35) Defendant reiterates and reasserts all the allegations contained in Paragraphs 1 through 33 of this Complaint.



36) Plaintiff Son Van Le and Defendant had a confidential relationship with or fiduciary duty to Plaintiff Le Feather LLC because Plaintiff Son Van Le and Defendant were members of the company.

37) As a result of this relationship or duty, Plaintiff Son Van Le is obligated to account to Defendant for the profits received from Plaintiff Le Feather LLC.

38) The financial transactions in dispute in this case involve long or complicated accounts which make it impracticable for a jury to comprehend the issues and determine the amount of the obligation owed to Defendant.

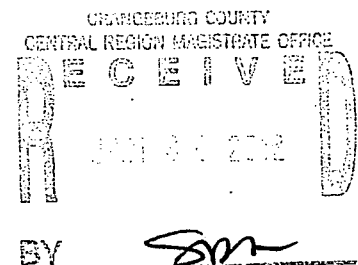
39) Defendant accordingly is entitled to the entry of an order requiring Plaintiffs to account to Defendant for the full range of financial transactions undertaken in the enterprise, the profits therefrom, and a judgment against Plaintiffs for all monies owed to Defendant as a result of the breach of the relationship or duty.

FOR A SEVENTH DEFENSE
AND BY WAY OF A SIXTH COUNTERCLAIM
(Partnership)

40) Defendant reiterates and realleges all the allegations in Paragraphs 1 through 38 as if they were repeated herein verbatim.

41) In the event that Defendant is no longer a member of the LLC, Defendant would show that the parties entered into a partnership and have operated said business as a partnership since its creation.

42) Accordingly, the court should declare Defendant's equitable interest in Plaintiff Le Feather LLC under partnership principles.



FOR A EIGHTH DEFENSE
(Improper Venue)

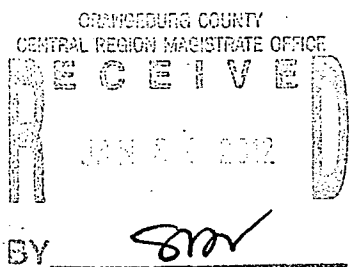
43) Defendant reiterates and realleges all the allegations in Paragraphs 1 through 40 as if they were repeated herein verbatim.

44) The issues raised in this matter involve the ownership of real property and involve amounts exceeding the jurisdictional limit of \$7,500.00.

45) Therefore, Defendant moves for transfer of this action as required under Rule 13(j) of the South Carolina Rules of Civil Procedure and Rule 9(b) of the South Carolina Magistrates Court Rules.

WHEREFORE, Defendant prays this honorable court

1. Dismiss Plaintiffs' Complaint and award a judgment against Plaintiff Son Van Le for actual, compensatory and punitive damages as may be determined by the triers of fact; for the costs of this action; order an accounting; and for such other and further relief as the court may deem just and appropriate.
2. Transfer this action to Circuit Court as required under Rule 13(j) of the South Carolina Rules of Civil Procedure and Rule 9(b) of the South Carolina Magistrate's Court Rules.



January 30, 2012

Orangeburg, South Carolina

David R. Williams
WILLIAMS & WILLIAMS
1281 Russell Street (29115)
Post Office Box 1084
Orangeburg, South Carolina 29116
Tel: 803.534.5218
Fax: 803.928.5190
Email: williamsdr@williamsattys.com

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
Le Feather, LLC and Son Van Le,

Plaintiffs,

vs.

Tuyet L. White
Unit 1717 St. Matthews Road
Orangeburg, S.C. 29115

Defendant.

IN THE MAGISTRATE'S COURT
CASE No. 2012-CV-38-10700179

REPLY TO THE RETURN
(ANSWER AND
COUNTERCLAIM)

The Plaintiffs, reserving all rights under pending motions, replying to the above mentioned pleading would respectfully allege:

AS TO THE FIRST DEFENSE

1. The Plaintiffs reaffirm and reiterate all of the allegations contained in the Application for Ejectment.

AS TO THE SECOND DEFENSE

2. The Plaintiffs admit the allegations of Paragraphs 5, 6 and 7 of the Second Defense.

3. The Plaintiffs deny the allegations of Paragraph 8 of the Second Defense.

4. The Plaintiffs neither deny nor admit the allegations of Paragraph 9 of the Second Defense because of the interchange of the words Plaintiff and Defendant.

5. The Plaintiffs deny the allegations of Paragraphs 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of the Second Defense.

6. For a further defense, Plaintiff would allege that said cause of action is barred by statute of limitations.

AS TO THE THIRD DEFENSE

7. The Plaintiffs deny the allegations of Paragraphs 23, 24 and 25 of the Third Defense.

AS TO THE FOURTH DEFENSE

8. The Plaintiffs deny the allegations of Paragraphs 26, 27, 28, 29 and 30 of the Fourth Defense.

AS TO THE FIFTH DEFENSE

9. The Plaintiffs deny the allegations of Paragraphs 31, 32, 33 and 34 of the Fifth Defense.

AS TO THE SIXTH DEFENSE

10. The Plaintiffs deny the allegations of Paragraphs 35, 36, 37, 38 and 39 of the Sixth Defense.

AS TO THE SEVENTH DEFENSE

11. The Plaintiffs deny the allegations of Paragraphs 40, 41 and 42 of the Seventh Defense.

AS TO THE EIGHTH DEFENSE

12. The Plaintiffs deny the allegations of Paragraphs 43, 44 and 45 of the Eighth Defense.

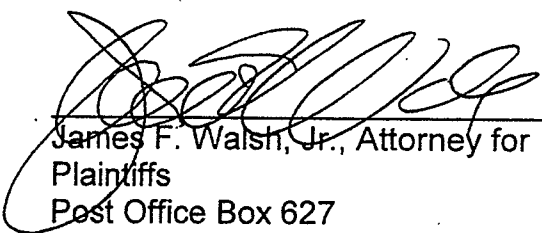
AS TO ALL DEFENSES AND COUNTERCLAIMS

13. The Plaintiffs would deny each and every other allegation contained in the Defenses and Counterclaims of the Defendant not hereinabove admitted, controverted or denied.

14. Further answering said counterclaims, the Plaintiff would allege that the Defendant has failed to state a cause of action and failed to state a legal defense to ejectment.

WHEREFORE, having fully replied to the allegations of the defenses and counterclaims of the Defendant, the Plaintiffs pray that same be dismissed with cause, and that the Plaintiffs be given judgment on the Petition of Ejectment, and for such other and further relief as this Court may deem just and proper.

February 1st, 2012
Orangeburg, South Carolina



James F. Walsh, Jr., Attorney for
Plaintiffs
Post Office Box 627
Orangeburg, South Carolina 29116
(803) 534-6061

C:\Documents and Settings\James F. Walsh.MAIN\Desktop\Beth's Documents\Misc\Le Feather Reply.wpd

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Plaintiffs,

vs.

Tuyet L. White
Unit 1717 St. Matthews Road
Orangeburg, S.C. 29115

Defendant.

IN THE MAGISTRATE'S COURT
CASE No. 2012-CV-38-10700179

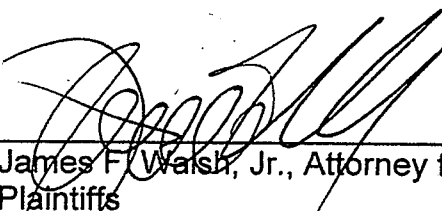
NOTICE OF MOTION AND
MOTION TO DISMISS

TO: DAVID R. WILLIAMS, ESQUIRE, ATTORNEY FOR THE DEFENDANT:

PLEASE TAKE NOTICE that the Plaintiffs, through their undersigned attorney, will move before the presiding Judge for the Magistrate's Court for the County of Orangeburg, State of South Carolina, in the Magistrate's Office, at 10:00 o'clock AM on the tenth (10th) day after service hereof, or at such other time and place as is convenient to the Court and counsel, as follows:

To dismiss the within action on the grounds that the Defendant has alleged damages exceeding the jurisdiction of the Magistrate Court, or in the alternative, require the Defendant to waive the excess of the claim for damages over the jurisdictional maximum of this Court.

February 7th, 2012
Orangeburg, South Carolina


James F. Walsh, Jr., Attorney for
Plaintiffs
Post Office Box 627
Orangeburg, South Carolina 29116
(803) 534-6061

C:\Documents and Settings\James F. Walsh\MAIN\Desktop\Beth's Documents\Misc\Le Feather motion to dismiss.wpd

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Plaintiffs,

vs.

Tuyet L. White
Unit 1717 St. Matthews Road
Orangeburg, S.C. 29115

Defendant.

IN THE MAGISTRATE'S COURT
CASE No. 2012-CV-38-10700179

NOTICE OF MOTION AND
MOTION TO STRIKE

TO: DAVID R. WILLIAMS, ESQUIRE, ATTORNEY FOR THE DEFENDANT:

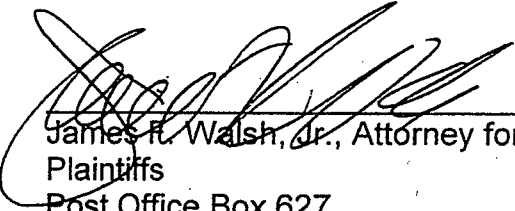
PLEASE TAKE NOTICE that the Plaintiffs, through their undersigned attorney, will move before the presiding Judge for the Magistrate's Court for the County of Orangeburg, State of South Carolina, in the Magistrate's Office, at 10:00 o'clock AM on the tenth (10th) day after service hereof, or at such other time and place as is convenient to the Court and counsel, as follows:

1. To strike Answer and Counterclaim of the Defendant on the grounds that the subject proceedings are summary in nature and limited to findings that the (a) Landlord-Tenant relationship existed between the parties (b) breach of the relationship because of non-payment of rent or (c) the term of the tenancy or occupancy has ended. In the alternative, the Answer and Counterclaim filed by the Defendant should be properly designated as a Return in response to the Rule to Show Cause.

2. To strike the Second Defense and Counterclaim of the Defendant on the grounds that the allegations of fraud and misrepresentation occurred on March 20, 2006 and the Defendant is barred by the statute of limitations to institute said Counterclaim.

3. Strike the Eighth Defense of Improper Venue pursuant to S.C. Code Ann. §22-3-10 (12).

February 7th, 2012
Orangeburg, South Carolina



James F. Walsh, Jr., Attorney for
Plaintiffs
Post Office Box 627
Orangeburg, South Carolina 29116
(803) 534-6061

C:\Documents and Settings\James F. Walsh.MAIN\Desktop\Beth's Documents\Misc\Le Feather Motion to Strike.wpd

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Plaintiffs,

vs.

Tuyet L. White
Unit 1717 St. Matthews Road
Orangeburg, S.C. 29115

Defendant.

IN THE MAGISTRATE'S COURT
CASE No. 2012-CV-38-10700179

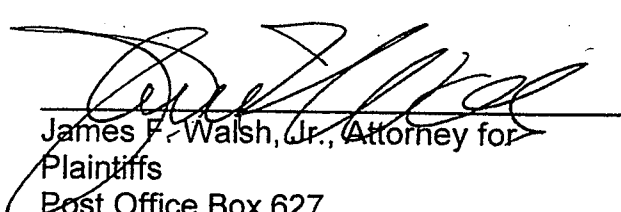
NOTICE AND MOTION FOR
PAYMENT OF DELINQUENT
RENT AND FUTURE ACCRUED
RENT

TO: DAVID R. WILLIAMS, ESQUIRE, ATTORNEY FOR THE DEFENDANT:

PLEASE TAKE NOTICE that the Plaintiffs, through their undersigned attorney, will move before the presiding Judge for the Magistrate's Court for the County of Orangeburg, State of South Carolina, in the Magistrate's Office, at 10:00 o'clock AM on the tenth (10th) day after service hereof, or at such other time and place as is convenient to the Court and counsel, as follows:

1. Payment of delinquent rentals and future accrued rentals on the grounds that the lease in question is commercial and the Defendant is required to comply with S.C. Code Ann. §27-37-155.

February 7th, 2012
Orangeburg, South Carolina


James F. Walsh, Jr., Attorney for
Plaintiffs
Post Office Box 627
Orangeburg, South Carolina 29116
(803) 534-6061

C:\Documents and Settings\James F. Walsh\MAIN\Desktop\Beth's Documents\Misc\Le Feather Motion for rent.wpd

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE MAGISTRATE'S COURT
Civil Action No.: 2012-CV-38-10700179

Le Feather, LLC and Son Van Le,

Plaintiff,

vs.

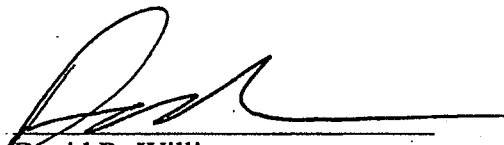
Tuyet L. White
Unit 1717 St. Matthews Road
Orangeburg, SC 29115,

Defendant.

**NOTICE OF MOTION AND
MOTION TO TRANSFER**

PLEASE TAKE NOTICE that the Defendant, through her undersigned attorneys, will move before the presiding Judge for the Magistrate's Court for the County of Orangeburg, State of South Carolina, in the Magistrate's Office at 10:00 o'clock a.m. on the fifth (5th) day after service hereof, or at such other time and place as is convenient to the Court and counsel, as follows:

1. To transfer this matter in its entirety to the docket of the Common Pleas Court for the First Judicial Circuit pursuant to section 22-3-10. Defendant would show that transfer of this matter is mandatory because Defendant's counterclaims exceed the Magistrate Courts civil jurisdiction.



David R. Williams
Russell A. Blanchard, IV
WILLIAMS & WILLIAMS
1281 Russell Street (29115)
Post Office Box 1084
Orangeburg, South Carolina 29116
Tel: 803.534.5218
Fax: 803.928.5190
Email: williamsdr@williamsattys.com

March 5, 2012

Orangeburg, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

Le Feather, LLC, and Son)
Van Le)
APPELLANTS,)

vs.)

Tuyet L. White)
RESPONDENT)

COMMON PLEAS CASE NUMBER

2012-CV-38-10700179
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

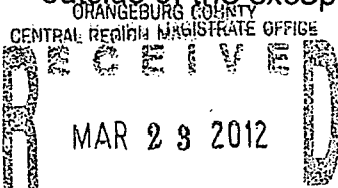
2012 MAR 23 AM 10:56

The Plaintiffs, Le Feather, LLC and Son Van Le hereby give Notice of Appeal from the Order of the Magistrate's Court in the above action, Case No: 2012-CV-38-10700179, to the Circuit Court of Common Pleas, in the County of Orangeburg.

This Notice of Appeal is made subsequent to personal notice of the Order which was received on the 20th day of March, 2012.

The appellant's exceptions to the Order of the Magistrate are set forth as follows:

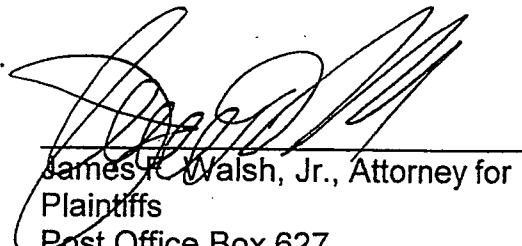
The lower court erred in finding that S.C. Code Ann. §22-3-10 (12) applies only when counterclaims are solely related to the landlord/tenant relationship and the possession of land and erred in finding the counterclaims filed in the within action "fall outside of the exception" of the above cited section.



BY S. Edwards

Dated: March 23, 2012
Orangeburg, South Carolina

ATTEST: A TRUE COPY
MAGISTRATE, ORANGEBURG COUNTY
SOUTH CAROLINA


James R. Walsh, Jr., Attorney for
Plaintiffs
Post Office Box 627
Orangeburg, S.C. 29116
(803) 534-6061

ATTEST: TRUE COPY


CLERK OF COURT
ORANGEBURG COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Appellants,

-vs-

Tuyet L. White

Respondent.

IN THE COURT OF COMMON PLEAS
CASE NO. 2012-CP-38-453

2012-CV-38-10700179

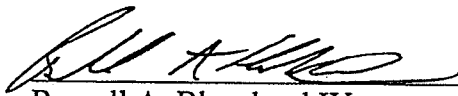
MAGISTRATE CIVIL CASE NUMBER

Return and Motion to Dismiss

The Respondent, Tuyet L. White, moves this Court to dismiss the appeal that was filed in this case on March 23, 2012. This appeal is from an interlocutory order and as such should be dismissed.

April 30, 2012

Orangeburg, SC


Russell A. Blanchard IV
David R. Williams
Williams & Williams
P.O. Box 1084
Orangeburg, SC 29116
803.534.5218
Attorneys for Respondent

2012 May 30 PM 4:10

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Le Feather, LLC and Son Van Le,

Plaintiff,

v.

Tuyet L. White,

Defendant.

IN THE COURT OF COMMON PLEAS

IN THE FIRST JUDICIAL CIRCUIT

CASE NO.: 2012-CP-38-00453

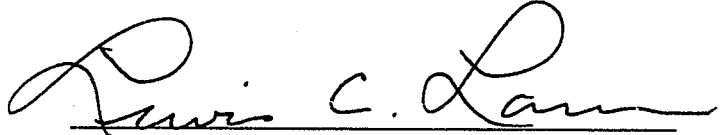
NOTICE OF MOTION AND MOTION

You are hereby notified that the undersigned will move for an Order requiring the Defendant, Tuyet L. White, to post a security and/or bond in the amount of the rent the Plaintiff is deprived of retroactively and prospectively until the anticipated date of trial. This Motion is based upon the previous rulings in the appeal granted to the tenant, which has had the effect of granting a temporary Restraining Order restraining the Plaintiff from collecting rent. This Motion is made pursuant to Rule 65(a) and (c), which states specifically that no Restraining Order or other temporary injunction shall issue except of giving of a security by the Applicant in such sum as the Court deems proper for payment of such costs and damages and may be incurred or suffered by any party who has found to have been wrongfully enjoined or restrained. This matter proceeded as an eviction. The Defendant moved to transfer the Magistrate's case by counterclaim asserting the counterclaim exceeded the jurisdiction limits of Magistrate's Court. The effect of the appeal to Circuit Court has stayed and/or granted a Restraining Order restraining the Plaintiff's ability to collect rent and therefore constitutes a temporary Restraining Order which, upon information and belief, requires the Defendant, the non-moving party herein,

BEST TRUE COPY
Winnyia B. Clark
CLERK OF COURT
ORANGEBURG COUNTY

to post bond in an amount sufficient to cover damages the Plaintiff may sustain if upon subsequent application it is determined that the Restraining Order was granted and the Plaintiff has been wrongfully enjoined and restrained.

LANIER & BURROUGHS, LLC

A handwritten signature in black ink, appearing to read "Lewis C. Lanier", is written over a horizontal line.

Lewis C. Lanier, Esquire
ATTORNEY FOR THE PLAINTIFF
250 Gibson Street
PO Drawer 2789
Orangeburg, SC 29116
(803) 268-9800

Dated: 6-3-13

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
Case No. 2012-CP-38-453

LE FEATHER, LLC, and SON VAN LE,)
PLAINTIFFS,)

-vs-

TUYET WHITE,)
DEFENDANT.)

MOTION TO RECONSIDER

FILED FOR RECORD
CLERK OF COURT
ORANGE COUNTY
JUN 20 2014

2014 JUN 20 PM 2:08

TO: Lewis C. Lanier, Attorney for Plaintiff:

The Defendant, by and through the below named attorney, gives notice of her intent to move at such time and place as the Court may direct, and does now move to have the following issues reconsidered and to have the Order in this matter rescinded. This motion is made pursuant to SCRCP 59.

A hearing was held on Plaintiffs' Motion for Bond in this matter on December 18, 2013, and an Order was signed by the Court on May 19, 2014. Defendant received a copy of the signed Order on June 11, 2014.

The Court's decision to require Defendant to pay rent to Plaintiffs is outside the discretion of the Court and not the type of relief allowed to Plaintiffs under SCRCP 65. Plaintiffs filed their motion for relief pursuant to SCRCP 65, and this Rule deals with the posting of a bond in certain circumstances. The posting of a bond is entirely different than an order to pay money directly the Plaintiffs. A bond would protect Plaintiffs if they prevailed at trial, but does not prejudice the Defendant on any of the issues raised in the dispute. One of the central issues in this matter is the existence of a rental agreement. Since Plaintiffs have provided no written agreement to pay rent they base their claim on one individual's word against another.

Wing B. Clark
CLERK OF COURT
ORANGE COUNTY

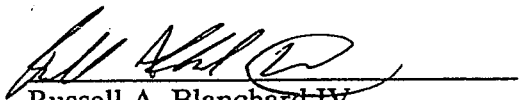
Requiring Defendant to pay rent prejudices her position on that issue without having a full hearing of all the facts. Plaintiffs claim to have checks from Defendant which are "proof" of a rental agreement. Because of the intertwined relationship, Plaintiff Son Van Le could have simply written anything he wanted on checks allegedly received from Defendant. Prior to filing this action, Plaintiff Son Van Le made allegations that Defendant was forging checks. Handwriting experts confirmed that the checks were not signed by Defendant. Plaintiff has a history of creating evidence to fit his allegations. If the existence of a rental agreement was the only issue disputed in this case, a bond may be appropriate, but an order to pay rent would still not be appropriate based only on the word of the Plaintiff.

This case involves a complicated business and personal relationship that cannot be unraveled in a fifteen minute hearing. The ownership of Le Feather, LLC is in dispute, and Defendant has asserted claims against a second property. Because of the voluminous amounts of documentary evidence involved in this case, a decision to order rent be paid at this time is premature and prejudicial to Defendant's rights in the property. Because the relief granted to Plaintiffs is outside the Court's discretion and not allowable under SCRCP 65, Defendant requests that this Court set a hearing on this motion, reconsider its previous decision, and rescind the Order signed May 19, 2014.

Based on SCRCP 59(f) this motion stays the time within which appeal can be filed in this matter.

June 19, 2014

Orangeburg, SC



Russell A. Blanchard IV
David R. Williams
WILLIAMS & WILLIAMS
P.O. Box 1084
Orangeburg, SC 29116
803.534.5218
Attorneys for Defendant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	C/A No. 2012-CP-38-00453
	)	
Le Feather, LLC and Son	)	
Van Le,	)	
	)	
Plaintiffs,	)	
	)	TRANSCRIPT
vs.	)	
	)	OF
Tuyet L. White,	)	
	)	HEARING
Defendant.	)	
	)	

The within hearing, commencing at the hour of 11:10 a.m., Wednesday, April 20, 2016, before The Honorable James B. Jackson, Jr., presiding as Master-in-Equity at the Orangeburg County Courthouse, 151 Docket Street, Third Floor Courtroom, Orangeburg, South Carolina, was taken before Gretchen H. Wise, a professional court reporter and notary public in and for the State of South Carolina.

 ORIGINAL

 Reported by
 Gretchen H. Wise
 WISE COURT REPORTING, LLC
 102 Sandy Run Court
 Gaston, South Carolina 29053
 (803) 290-1988
 wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

APPEARANCES

Presiding: The Honorable James B. Jackson, Jr.
 Orangeburg County Courthouse
 151 Docket Street, Room 305
 Orangeburg, South Carolina 29115

For the Plaintiffs: Lewis C. Lanier, Esquire
 Lanier & Burroughs, LLC
 250 Gibson Street
 Orangeburg, South Carolina 29115

For the Defendant: Russell A. Blanchard IV, Esquire
 David R. Williams, Esquire
 Rebekah F. Durr, Paralegal
 Williams & Williams
 1281 Russell Street
 Orangeburg, South Carolina 29115

Also present: Seated at Plaintiffs' table:
 Son Van "Feather" Le
 Justine Culler

Seated in public gallery behind Defendant's table:
 Tuyet Lanthi White

INDEX

Proceedings.....5

PLAINTIFFS' WITNESSES:

Richard Bolen (sworn).....5
 Direct Examination by Mr. Lanier.....6
 Cross Examination by Mr. Williams.....16
 Redirect Examination by Mr. Lanier.....30
 Recross Examination by Mr. Williams.....32
 David Jackson "Jack" Rash (sworn).....34
 Direct Examination by Mr. Lanier.....34
 Cross Examination by Mr. Blanchard.....37

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 41

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1	Son Van "Feather" Le (sworn).....	40
	Direct Examination by Mr. Lanier.....	44
2	Francis Baxter Culler (sworn).....	65
	Direct Examination by Mr. Lanier.....	65
3	Cross Examination by Mr. Williams.....	68
4	Son Van "Feather" Le	
	Continued Direct Examination by Mr. Lanier.....	69
5	Cross Examination by Mr. Williams.....	82
	Redirect Examination by Mr. Lanier.....	163
6	Recross Examination by Mr. Williams.....	171
7	Defendant's Motion.....	176
8	DEFENDANT'S WITNESSES:	
9	Patricia Huff (sworn).....	185
	Direct Examination by Mr. Blanchard.....	186
10	Cross Examination by Mr. Lanier.....	202
	Redirect Examination by Mr. Blanchard.....	210
11	Tuyet Lanthi White (sworn).....	211
	Direct Examination by Mr. Blanchard.....	212
12	Cross Examination by Mr. Lanier.....	249
	Redirect Examination by Mr. Blanchard.....	288
13		
	Renewal of Defendant's Motion.....	295
14		
	Certificate.....	298
15		
16		
17	EXHIBITS	
18	PLAINTIFFS' EXHIBITS:	MARKED ADMITTED
19	Plaintiff's Exhibit 1.....	11 11
	(Member Statement of Dissociation)	
20	Plaintiff's Exhibit 2.....	12 12
	(General Warranty Deed dated 5/9/06)	
21	Plaintiff's Exhibit 3.....	13 13
	(Mortgage dated 5/9/06)	
22	Plaintiff's Exhibit 4.....	62 62
	(Letters)	
23	Plaintiff's Exhibit 5.....	74 74
	(Checks)	
24	Plaintiff's Exhibit 6.....	166 166
	(Statement by Mr. Le regarding loans to Mrs. White)	
25	Plaintiff's Exhibit 7.....	167 167

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1	(Documentation regarding loans to Mrs. White)		
2	Plaintiff's Exhibit 8.....	171.....	171
3	(Documentation regarding loans to Mrs. White)		
4	Plaintiff's Exhibit 9.....	254.....	254
5	(Bill of Sale)		
6	Plaintiff's Exhibit 10.....	258.....	258
7	(Lease)		
8	Plaintiff's Exhibit 11.....	271.....	271
9	(Mrs. White's tax returns, 2006 through 2014)		
10	Plaintiff's Exhibit 12.....	288.....	288
11	(Copy of credit cards)		
12	DEFENDANT'S EXHIBITS:	MARKED	ADMITTED
13	Defendant's Exhibit 38.....	19.....	
14	(Mortgage)		
15	Defendant's Exhibit 3.....	102.....	103
16	(Lease Agreement)		
17	Defendant's Exhibit 20.....	102.....	106
18	(New account credit application)		
19	Defendant's Exhibit A.....	107.....	
20	(Original deposition transcript of Mr. Le)		
21	Defendant's Exhibit 35.....	112.....	112
22	(Copy of credit card ending in 8424)		
23	Defendant's Exhibit 36.....	152.....	*156
24	(Bank of America documents)		
25	(*as stated)		
26	Defendant's Exhibit 23.....	156.....	158
27	(Check)		
28	Defendant's Exhibit B.....	172.....	
29	(U.S. Bank statement)		
30	Defendant's Exhibit 5.....	pre.....	189
31	(Copy of Bank of America safe deposit box records)		
32	Defendant's Exhibit 31.....	pre.....	191
33	(Bank of America account statements)		
34	Defendant's Exhibit 13.....	pre.....	202
35	(LLC's statements)		
36	Defendant's Exhibit 2.....	pre.....	226
37	(LLC document, Articles of Organization)		
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			
101			
102			
103			
104			
105			
106			
107			
108			
109			
110			
111			
112			
113			
114			
115			
116			
117			
118			
119			
120			
121			
122			
123			
124			
125			
126			
127			
128			
129			
130			
131			
132			
133			
134			
135			
136			
137			
138			
139			
140			
141			
142			
143			
144			
145			
146			
147			
148			
149			
150			
151			
152			
153			
154			
155			
156			
157			
158			
159			
160			
161			
162			
163			
164			
165			
166			
167			
168			
169			
170			
171			
172			
173			
174			
175			
176			
177			
178			
179			
180			
181			
182			
183			
184			
185			
186			
187			
188			
189			
190			
191			
192			
193			
194			
195			
196			
197			
198			
199			
200			
201			
202			
203			
204			
205			
206			
207			
208			
209			
210			
211			
212			
213			
214			
215			
216			
217			
218			
219			
220			
221			
222			
223			
224			
225			
226			
227			
228			
229			
230			
231			
232			
233			
234			
235			
236			
237			
238			
239			
240			
241			
242			
243			
244			
245			
246			
247			
248			
249			
250			
251			
252			
253			
254			
255			
256			
257			
258			
259			
260			
261			
262			
263			
264			
265			
266			
267			
268			
269			
270			
271			
272			
273			
274			
275			
276			
277			
278			
279			
280			
281			
282			
283			
284			
285			
286			
287			
288			
289			
290			
291			
292			
293			
294			
295			
296			
297			
298			
299			
300			
301			
302			
303			
304			
305			
306			
307			
308			
309			
310			
311			
312			
313			
314			
315			
316			
317			
318			
319			
320			
321			
322			
323			
324			
325			
326			
327			
328			
329			
330			
331			
332			
333			
334			
335			
336			
337			
338			
339			
340			
341			
342			
343			
344			
345			
346			
347			
348			
349			
350			
351			
352			
353			
354			
355			
356			
357			
358			
359			
360			
361			
362			
363			
364			
365			
366			
367			
368			
369			
370			
371			
372			
373			
374			
375			
376			
377			
378			
379			
380			
381			
382			
383			
384			
385			
386			
387			
388			
389			
390			
391			
392			
393			
394			
395			
396			
397			
398			
399			
400			
401			
402			
403			
404			
405			
406			
407			
408			
409			
410			
411			
412			
413			
414			
415			
416			
417			
418			
419			
420			
421			
422			
423			
424			
425			
426			
427			
428			

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

P R O C E E D I N G S

THE COURT: Madam Court Reporter, we're now on the record, the case of Le Feather, LLC and Son Van Le, Plaintiff, versus Tuyet L. White, Defendant, Case Number 2012-CP-38-453. I've had an opportunity to review the file and pleadings, and also had an opportunity to have a brief pretrial meeting with the attorneys, and so we're ready to proceed with trial. Mr. Le is present with his attorney, Lewis Lanier, representing the plaintiff. Ms. White is present, represented by Russ Blanchard and David Williams of the Williams and Williams firm. So we're ready to proceed. Mr. Lanier, I'll turn it over to you to call your first witness.

MR. LANIER: Your Honor, the plaintiff calls Richard Bolen.

THE COURT: Mr. Bolen, if you'd come on around right up here, if you would. And before you sit down, if you'd raise your right hand for me.

Whereupon,

RICHARD BOLEN,

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 44

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 having been duly sworn or affirmed and cautioned to
2 speak the truth, the whole truth, and nothing but the
3 truth, testified as follows:

4 THE COURT: Thank you. Please have a seat, and
5 if you would, give the court reporter your
6 full name.

7 THE WITNESS: All right. My name is Richard
8 Bolen from Lexington, South Carolina. I'm
9 an attorney.

10 THE COURT: B-O-L-A-N-D?

11 THE WITNESS: B-O-L-E-N.

12 THE COURT: B-O-L-E-N. Sorry about that. Thank
13 you.

14 MR. LANIER: Please the Court, Your Honor?

15 THE COURT: Your witness.

16 DIRECT EXAMINATION OF MR. BOLEN

17 BY MR. LANIER:

18 Q. Mr. Bolen, will you state your full name for the
19 record?

20 A. Sure. Richard Bolen, B-O-L-E-N.

21 Q. And you have indicated you're a practicing lawyer in
22 South Carolina.

23 A. That's right. In Lexington.

24 Q. How long have you been admitted to the practice?

25 A. Twenty-one years.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 45

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And is real estate -- are real estate
2 transactions a major part of your practice?

3 A. Yes.

4 Q. What percentage, as a rough estimate?

5 A. Probably 75 to 80 percent.

6 Q. Okay. And did you preside over a real estate closing
7 for Le Feather, LLC?

8 A. Yes.

9 Q. And do you recall my client, who is the owner of the
10 LLC?

11 A. Yes.

12 Q. Feather Le?

13 A. Yes.

14 MR. WILLIAMS: Object. Leading, Your Honor. And
15 just before we get into this, since there
16 clearly is an attorney-client relationship,
17 we want to be clear, if that's going to be
18 waived through his testimony, any and all
19 attorney-client matters, does he waive those
20 as to both parties, which party? I think
21 it's his duty to assert his own privileges,
22 given that the two -- two clients --

23 THE COURT: As far as the leading on these
24 preliminary matters, I'm going to let him
25 have a little leeway with that. In terms of

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 46

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 the privilege argument, Mr. Lanier, are you
2 waiving any attorney-client privilege?

3 MR. LANIER: I am, Your Honor.

4 THE COURT: All right. So that's waived, and --

5 MR. WILLIAMS: All right. And the --

6 THE COURT: -- and so it'll be evidence --

7 MR. WILLIAMS: The question, as phrased by
8 Plaintiff's counsel, is something to the
9 effect of, you know, asking to acknowledge
10 that the plaintiff is the owner of the LLC,
11 and I don't believe that --

12 THE COURT: Well, we'll get into that. We'll get
13 into --

14 MR. WILLIAMS: -- that's been laid yet.

15 THE COURT: -- if he knows. So, Mr. Bolen, you
16 were at a closing for this LLC; is that
17 correct?

18 THE WITNESS: That's right.

19 THE COURT: Do you know who the owner of the LLC
20 is?

21 THE WITNESS: I was -- I -- if I remember
22 correctly, this closing happened in 2006, so
23 it was ten years ago now. I reviewed my
24 files. I did not see a specific articles of
25 incorporation or LLC documents. But on

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 discussion with Feather Le, he instructed
2 that -- or informed me that he was the owner
3 and sole member of the LLC.

4 THE COURT: So you didn't see any of the
5 paperwork setting up the LLC; he just told
6 you that, and you took him at his word; is
7 that correct?

8 THE WITNESS: That's right. I may have checked
9 -- I probably did check the Secretary of
10 State's documents online and would have seen
11 that he was the agent for service of
12 process. And I may have even seen some of
13 the documents. I just don't have copies of
14 them in my file and I don't specifically
15 remember. But my impression was that he was
16 authorized to act on behalf of the LLC and
17 he was the only necessary party to act on
18 behalf of the LLC. And I was comfortable
19 with that analysis at that time.

20 THE COURT: All right. Go ahead, Mr. Lanier.

21 BY MR. LANIER:

22 Q. Mr. Bolen, I want to show you, see if you can
23 identify this document.

24 A. Well, I'm not exactly sure. This is the first time
25 I've seen this document. As it turns out, I used to

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 be the general counsel at the Secretary of State's
2 Office, so I know what this is. I can't vouch for
3 its authenticity other than it's certified. But it
4 says basically that it's a --

5 MR. WILLIAMS: Object to any testimony if he
6 can't testify as to its authenticity. He's
7 never seen it before --

8 MR. LANIER: Your Honor, I haven't moved to
9 introduce it yet. I'm simply asking him to
10 identify the document.

11 THE COURT: Well, he's about to read part of it.
12 So, Mr. Bolen, can you identify?

13 THE WITNESS: Yes. It's the -- a member
14 statement of dissolution of a limited
15 liability corporation or a company.

16 THE COURT: And that's a standard form with the
17 Secretary of State?

18 THE WITNESS: Yes. And it is for Le Feather,
19 LLC.

20 BY MR. LANIER:

21 Q. And who is -- who is disassociating, if anyone, on
22 that document?

23 A. It is Tuyet L. White.

24 Q. Okay. Your Honor, now I'd like to offer this into
25 evidence. Plaintiff's --

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Any objection?

2 MR. WILLIAMS: You know, objection just to the
3 testimony that he doesn't -- he can't
4 testify as to its authenticity, there's no
5 one here that has testified to its
6 authenticity, so I don't think it is
7 admissible for the purpose of establishing
8 evidence on itself, other than merely his
9 reciting what this type of document is. So
10 its admission at this point I think is not
11 proper.

12 THE COURT: Do you want to be heard on that, Mr.
13 Lanier?

14 MR. LANIER: Your Honor?

15 THE COURT: You want to be heard on it?

16 MR. LANIER: Your Honor, I believe he's
17 identified the document, said he acted as
18 counsel for the Secretary of State. He's
19 familiar with the document. I think that's
20 all I need to do.

21 THE COURT: All right. I'm going to overrule the
22 objection and allow it to be admitted. Mark
23 it as Plaintiff's Exhibit 1.

24 (Plaintiff's Exhibit 1 is marked and admitted into
25 evidence.)

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. LANIER:

2 Q. Now, Mr. Bolen, you presided over the closing of this
3 transaction?

4 A. Yes. And just for clarification, that's the purchase
5 of the property on St. Matthews Road.

6 Q. That's right.

7 A. Right.

8 Q. The purchase of the property. The purchase of the
9 property involved two mortgages?

10 A. Well, there were two mortgages that were paid off and
11 there were two mortgages that were created.

12 Q. Right. Is this the general warranty deed in that
13 closing? Or can you identify that as a general
14 warranty deed?

15 A. Yes. This was a deed created by my office
16 transferring the property to Le Feather, LLC.

17 Q. Okay.

18 A. And it's dated May 9th, 2006.

19 Q. All right. Your Honor, we'd offer this as
20 Plaintiff's Number 2.

21 THE COURT: Any objection?

22 MR. WILLIAMS: No objection.

23 THE COURT: So admitted.

24 (Plaintiff's Exhibit 2 is marked and admitted into
25 evidence.)

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. LANIER:

2 Q. I'll show you, see if you can identify this real
3 estate -- real estate mortgage. Sorry, Richard.

4 A. Yeah. This is the mortgage from the LLC as the new
5 owner of that property to Orangeburg National Bank,
6 and this would have been filed by my office as a
7 first mortgage against the property, a purchase money
8 mortgage. And it also is dated May 9th, 2006.

9 Q. Okay. And can you look at that mortgage and tell me
10 if you can identify who witnessed that mortgage?

11 A. Yes. I was one of the witnesses and the notary,
12 which is standard procedure. And then Truyet [sic]
13 White, I believe, is the second signature.

14 Q. Okay. Your Honor, we'd like to offer this as
15 Plaintiff's Number 3.

16 THE COURT: Any objection?

17 MR. WILLIAMS: No objection. I mean, let me just
18 glance at it to make sure it matches the one
19 we've got, if you don't mind. No objection.

20 THE COURT: So admitted as Plaintiff's Exhibit 3
21 without objection. It probably is a better
22 idea, Mr. Lanier, to show it to him, just to
23 make sure.

24 (Plaintiff's Exhibit 3 is marked and admitted into
25 evidence.)

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. LANIER:

2 Q. Did you have -- how did you select Mrs. White to be a
3 witness to the mortgage?

4 A. Well, when I did the closing, made arrangements to do
5 the closing, I went and met Feather at his place of
6 business there on St. Matthews Road, and it was at
7 the nail salon. And if -- if I'm remembering
8 correctly, I believe that's where it was. And I told
9 him ahead of time that I would need a witness in
10 addition to myself, and it would have to be someone
11 who was not involved in the closing, obviously. And
12 so he asked if she could do it and we had that
13 discussion. And I said, yeah, if she's going to be
14 there, as long as she's a third-party witness, that'd
15 be fine. So when I came to the closing, she was
16 there. I can't remember if the seller was there or
17 if I had met with him separately. But of course
18 Feather was there, and we executed the documents, and
19 then she acted as the third-party witness.

20 Q. Okay.

21 A. And at the time, I was aware of their personal
22 relationship and I was comfortable that she was not a
23 relevant party through the auspices of the LLC.

24 Q. Did you or anybody in the closing make any
25 representation to Mrs. White that she would be an

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 owner in this LLC?

2 A. No. I would have -- I wouldn't have addressed that
3 in relation to her role in the LLC. I would have
4 explained that it's owned by the LLC.

5 Q. Right.

6 A. And that the LLC is a separate entity from Feather
7 and from her. And I'm pretty sure, at the time, as I
8 said, I was comfortable with her being a witness, so
9 I'm sure I would have told her, you know, she doesn't
10 own the LLC, and then she'll -- you know, they --
11 they can add her. And I probably explained that to
12 her. But I didn't -- I'm sure I didn't tell her she
13 was the owner.

14 Q. Okay.

15 A. Or Feather.

16 Q. And she didn't sign the mortgage, did she?

17 A. She didn't sign as a mortgagor; she signed as a
18 witness.

19 Q. The witness. And she didn't sign a note, did she?

20 A. She did not.

21 Q. And she didn't do a -- sign the mortgage or the note
22 on the second mortgage to Mr. Rutherford?

23 A. That's correct.

24 Q. Okay. So she had -- based upon that, she had no
25 legal responsibility under the loan that was --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 54

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. That's correct.

2 Q. -- just created?

3 A. And she was not a personal guarantor, either.

4 Q. And Mr. Le signed that, as well?

5 A. That's right.

6 Q. The personal guaranty?

7 A. That's right.

8 Q. Okay.

9 MR. LANIER: That's all the questions I have at
10 this moment.

11 THE COURT: Cross examination?

12 MR. WILLIAMS: Yes, Your Honor, if it may please
13 the Court.

14 CROSS EXAMINATION OF MR. BOLEN

15 BY MR. WILLIAMS:

16 Q. Mr. Bolen, who is your client in this case?

17 A. The LLC was actually the client.

18 Q. Okay. Do you know who out of the two parties, the
19 plaintiff and the defendant, who actually hired you
20 for your services?

21 A. Feather Le.

22 Q. Okay. Have you ever represented Ms. White before?

23 A. No.

24 Q. Okay.

25 A. Not that --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 55

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. So you --

2 A. Not that I remember, anyway.

3 Q. Okay. So you don't recall her reaching out to set up
4 your relationship?

5 A. No.

6 Q. You don't recall giving her any legal advice?

7 A. Not specifically for the purposes of being her
8 attorney, but I may have addressed it if it came up.
9 I don't -- I don't remember having any in-depth
10 conversations with her at all, to tell you the truth.
11 And frankly, I don't -- as I sit here right now, I
12 don't remember how well she even speaks English.

13 Q. Okay.

14 A. I'm seeming to remember that she wasn't real good at
15 it.

16 Q. Did you hire an interpreter to protect her or any
17 interest she might have had?

18 A. No. I didn't have any -- I didn't feel I had any
19 obligation to her.

20 Q. You didn't feel you had any obligation. If I showed
21 you some documents where you've represented her in
22 the past, would that change that feeling whether you
23 had any obligation to her?

24 A. Sure.

25 Q. I'd like to present --

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: Your Honor, I'm going to object to
2 that. I haven't been produced that in
3 discovery, and I'm going to object to it.

4 MR. WILLIAMS: This is for impeachment purposes,
5 Your Honor.

6 MR. LANIER: It still has to be --

7 MR. WILLIAMS: And it's public record.

8 MR. LANIER: -- still has to be produced in
9 discovery, even if it's for impeachment
10 purposes. Just like the videotape thing on
11 a activity surveillance.

12 MR. WILLIAMS: I believe the rule -- and we just
13 got this, I believe last night, Your Honor.
14 Is that correct? We just found it last
15 night when doing a background on -- of the
16 witness today. And I assure you, if I'd had
17 it before last night, I would have brought
18 it up. Had he admitted to having prior
19 representation of the defendant, I would
20 have, you know, obviously not used it. It's
21 a public record. It's a mortgage. You
22 know, all I can tell you is that we, by
23 doing a search, uncovered this last night.

24 MR. LANIER: Your Honor, this case has been going
25 on since 2012.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: I understand it's been going on a
2 long time. I'm going to overrule your
3 objection, Mr. Lanier. I'm going to allow
4 it for what it's worth. There's no jury
5 here. And I'll take all that into
6 consideration in making the ultimate
7 decision.

8 MR. WILLIAMS: And if it's not too big of a -- I
9 might go out of order. Can I mark this as
10 Defendant's 38?

11 MR. LANIER: Marked for ID, Your Honor?

12 MR. WILLIAMS: Yes.

13 THE COURT: Yes.

14 (Defendant's Exhibit 38 is marked.)

15 THE COURT: Is that the same one? The same
16 document?

17 MR. WILLIAMS: Yes. That's the same document as
18 I handed Mr. Lanier.

19 BY MR. WILLIAMS:

20 Q. I'd like to show you this document.

21 THE COURT: And, for the record, I'll state that
22 that document is admitted over Mr. Lanier's
23 objection, 38.

24 MR. WILLIAMS: Okay. And I haven't even offered
25 it into admission yet.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 58

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Okay.

2 MR. WILLIAMS: But I wanted to make sure he --

3 THE COURT: For ID, okay.

4 MR. WILLIAMS: -- recognizes this, this document
5 or set of documents.

6 BY MR. WILLIAMS:

7 Q. Do you recall preparing these documents for Ms.
8 White?

9 A. I don't specifically recall preparing them, but I
10 don't deny that my office did them.

11 Q. Okay.

12 A. I'm trying to identify the parcel.

13 Q. Specifically, does this document identify you as the
14 attorney in fact for Tuyet White?

15 A. Attorney in fact, or just her attorney?

16 Q. Are you her attorney pursuant to --

17 A. Yeah, yeah. I wasn't her power of attorney; I was
18 her attorney.

19 Q. All right. And you don't recall the fact that you
20 had represented Ms. White before today?

21 A. Well, this was in 2005, apparently. So I didn't
22 specifically search to see whether I had -- I didn't
23 do a conflicts search or anything like that prior to
24 my testimony. But if you were to ask me yesterday, I
25 would say I don't really remember.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 59

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay.

2 A. I wouldn't deny that I was. I just didn't remember.

3 Q. We're dealing with a closing today that took place
4 less than a year after this closing that you handled
5 for Ms. White, correct?

6 A. Right. Right.

7 Q. Okay. Do you think it's more likely -- had you ever
8 represented the plaintiff in a prior case, prior to
9 this closing?

10 A. I don't think so.

11 Q. Okay.

12 A. But again, I'm -- I'm just looking back on my memory
13 from ten years ago, so.

14 Q. Do you think that the person that sought your
15 services would likely be your current client/former
16 client or a person out of the blue who had never
17 retained you in the past?

18 A. Well, you know, when you do real estate closings, you
19 -- you know, I get hundreds of clients every year.
20 And I have a relationship with them, and then -- it's
21 primarily for the very limited purposes of closing
22 the loan. And then I don't necessarily have any more
23 interaction with them, possibly ever, but frequently
24 for years and years. Now, it may be that I met
25 Feather Le during this closing and we had a

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 relationship, you know, a casual relationship and he
2 called me after that. I just don't specifically
3 remember while I sit here today.

4 Q. You don't know if Feather Le was involved at all with
5 Tuyet White at the time of this closing, do you? I
6 mean, nothing -- are you testifying today that you
7 have specific recollection of some prior dealing with
8 Feather Le -- or Son Le prior to this closing?

9 A. No, I'm not testifying I specifically remember now.
10 I'm just --

11 Q. Okay.

12 A. -- proposing that could be a possibility of how I got
13 to know him. But --

14 Q. Well, we're --

15 A. -- I don't see that he was involved in this closing
16 at all.

17 Q. We're dancing around a lot of possibilities. I'm
18 asking what is more likely, the person that hired you
19 in the past to have sought your services for the next
20 closing within a year, or someone that had never
21 hired you in the past that you don't know whether you
22 had a prior relationship or not. Who's the more
23 likely person to reach to you for your services?

24 A. They're not mutually exclusive. I mean, I don't see
25 -- they're not even connected. I mean, Feather could

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 have got my name from her or he could have just got
2 my name from some other source.

3 Q. Okay.

4 A. I may never have made any connection with those two,
5 and there's no reason I would have pursued that. I
6 was doing a -- a specific job for Feather, I did a
7 specific job for Ms. White, and the -- the two
8 weren't connected in any way, shape or form at that
9 time. So I wouldn't have had any reason to think I
10 need to include her in a closing for another client.

11 Q. Do you know if --

12 A. So that's --

13 Q. -- if you've done -- I didn't mean to cut you off.

14 A. That's all right.

15 Q. Anything else?

16 A. Well, that's what I'm saying. I don't -- when I used
17 her as a witness, I didn't say I'm going to get one
18 of my former clients to be a witness. I am not sure
19 I made the connection even then.

20 Q. Okay.

21 A. A year earlier, I may or may not have remembered that
22 I had done that closing for her.

23 Q. Are you aware of ever doing any other closing besides
24 this one in Orangeburg County?

25 A. Oh, yeah. I've done hundreds of them.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. So you've done hundreds of closings. So if I
2 did a search on the Register of Deeds in Orangeburg,
3 your name would pop up on hundreds of closings?

4 A. Yes.

5 Q. Okay.

6 A. Absolutely.

7 Q. And it's your testimony that it's just as likely some
8 other person hires you as someone that hired you in
9 the past?

10 A. Yes.

11 Q. Okay.

12 A. Absolutely.

13 Q. Okay. Prior to this closing, do you know whether or
14 not you gave Ms. White any advice as to the LLC or
15 any corporate entity that was involved in this?

16 A. This 2005 closing?

17 Q. That's right. No, 2006. Excuse me. The one that's
18 subject to this litigation. Are you aware of whether
19 you gave her any advice regarding an LLC or
20 corporation or partnership in its relation to this
21 piece of property?

22 A. I can't specifically remember giving her any advice.
23 If she had casually asked me a question about LLCs
24 while I was doing this closing in 2005, I may have
25 given her some general advice. But I certainly

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 didn't develop a relationship as her attorney for the
2 purposes of preparing an LLC or managing an LLC or
3 what her rights were. It would have been a casual
4 conversation.

5 Q. Okay. But and I'm more -- I want to know what you
6 absolutely know. Not potentials, not anything else.
7 Do you absolutely recall giving any advice as to the
8 LLC or any kind of partnership or any kind of
9 agreement between the plaintiff and the defendant?

10 A. No.

11 Q. Okay. Are you aware of who owned the \$60,000 in cash
12 that was deposited in your trust account?

13 A. No, other than who gave it to me, I don't know where
14 -- what the source of it was.

15 Q. Okay. Was it odd that someone would bring \$60,000
16 cash?

17 A. Yes.

18 Q. Okay. Had you ever had a closing where that had
19 happened before?

20 A. I've had closings with fairly large amounts of cash,
21 but I don't -- that may be the largest one.

22 Q. Okay. When closing on a piece of property for an
23 LLC, do you typically have the operating agreement to
24 show the authority to sign?

25 A. Yes.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. If someone with an LLC wishes to purchase a
2 piece of property through an LLC, do you typically
3 advise them to form an operating agreement prior to
4 the purchase of said property?

5 A. Yeah, there is a default operating agreement under
6 the South Carolina statute. So there is a -- there
7 is an operating agreement even if there is not one
8 written.

9 Q. Okay.

10 A. Essentially. But if there's an issue or there's a
11 reason that there needs to be more clarity, I will
12 frequently at least do some kind of corporate
13 resolution.

14 Q. Okay. Were you aware of the business relationship
15 between the plaintiff and the defendant at the time
16 of this closing?

17 A. I don't -- I don't remember specifically making any
18 kind of independent inquiry or investigation. My
19 understanding at the time and what I based the
20 closing on was what information I got from Feather,
21 and perhaps from Ms. White, and whatever records I
22 looked at. I'm just having a hard time remembering
23 exactly what I did.

24 Q. Did anything in your records, or can you recall
25 anything that suggested these two, whether Son Le

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 personally or the Le Feather, LLC, Tuyet White or
2 Tuyet White in any capacity, had some kind of
3 partnership or were running a business together?

4 A. I hate to -- I hate to say, because I just don't
5 really remember.

6 Q. Okay.

7 A. My impression was that Feather Le was the sole owner
8 and sole decision maker.

9 Q. And what did you base that impression on?

10 A. Well, as I said, I'm having a little trouble
11 remembering what documents. I know, obviously, he
12 would have told me that. But I -- I feel confident
13 that I would have done more due diligence to confirm
14 that when he was acting, in particular because I have
15 a duty to the bank as well when they're putting a
16 mortgage against the property with an LLC. I just
17 can't specifically remember what documents I saw as I
18 sit here today.

19 Q. Well, obviously the judge is going to rely on your
20 statement.

21 A. Right.

22 Q. So is your statement that you can't testify as to
23 that relationship or that you can testify as to that
24 relationship?

25 A. I will say that in my normal course of business and

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 66

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 in my years of experience and my consciousness of my
2 ethical obligations, I was comfortable that he was
3 the authorized agent and was authorized to conduct
4 this transaction. So I would say that I'm -- I, at
5 the time, knew that he was the appropriate person to
6 do this transaction.

7 Q. Okay. And you keep using the word "the". Is it fair
8 to say you knew that he was a appropriate person,
9 that you didn't know for sure whether or not another
10 person could be a -- had the ability to buy in this
11 corporation at the time?

12 A. No. I think "the" is the right article. My memory
13 and my feelings are that Feather was the only person.

14 Q. And what is that based on, if you didn't have an
15 operating agreement, if you didn't -- if you didn't
16 look at any records of the business, if you have
17 nothing in your file that establishes the business
18 relationship and you can't recall whether you talked
19 to Tuyet White or not? How can you make that
20 statement?

21 A. Well, that's what I'm telling you, is that I -- as
22 I'm remembering it, and my feelings, and my normal
23 practice, I'm comfortable saying that. But I'm --
24 I'm not going to stand here under oath and tell you I
25 remember every detail.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Well, you're under oath right now and --

2 A. Right. That's why I'm not -- I'm not going to tell
3 you I remember every detail. But I do know how I
4 feel and how I'm remembering it now. And I'm -- I'm
5 comfortable saying that, at the time, it was clear to
6 me that Feather was the authorized agent to act on
7 behalf of the LLC and there were no questions about
8 the validity of these documents that I was preparing
9 and filing in the public record.

10 Q. Okay. Can a LLC partner with an individual?

11 A. Yes.

12 Q. Okay. So there's nothing that prevents -- whether or
13 not my client is a member of the LLC, there's nothing
14 that would prevent her from having a partnership with
15 the LLC, correct?

16 A. Right.

17 Q. Okay. The further -- I guess the last question: So
18 a lot of this testimony you're offering today is
19 based on your recollection of discussions with the
20 plaintiff, correct?

21 A. Right, and my normal practice.

22 Q. Okay. And earlier you testified that you'd never
23 represented the defendant in this action, correct?

24 A. Well, I think I said I didn't specifically remember.

25 Q. Okay. Well, is it fair to say that your memory at

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 68

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 all these hundreds of closing you handled, that you
2 don't really have a good memory as far as the
3 details?

4 A. Yes.

5 MR. WILLIAMS: Okay. Nothing further.

6 THE COURT: Redirect, Mr. Lanier?

7 REDIRECT EXAMINATION OF MR. BOLEN

8 BY MR LANIER:

9 Q. Mr. Bolen, you testified on cross examination that
10 this closing stuck out a little bit because it may
11 have been the largest cash --

12 A. correct.

13 Q. -- transaction, which was a portion of the purchase
14 price.

15 A. That's right.

16 Q. Did you see Mrs. White hand Mr. Le any cash in that
17 closing?

18 A. No.

19 Q. Who handed you the cash?

20 A. Feather.

21 Q. Okay.

22 A. Let me say it this way: He attempted to hand me the
23 cash. I --

24 Q. Well, tell the Court why you insisted on a deposit.

25 A. I just didn't want to be responsible for taking cash

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 69

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 and putting it into my account. I wanted my client
2 to do it, similarly if it were a wire.

3 Q. Okay.

4 A. I wanted it to be a third-party transaction that I
5 would have no responsibility for.

6 Q. And your memory refreshed, you did do a house
7 closing, I believe, for Mrs. White?

8 A. Yes. That's what this is, is a mortgage.

9 Q. And that was in -- did she seem to have any problem
10 with that closing or any questions about it?

11 A. No, I'm sure that this was so routine that I don't
12 remember. This was a Bank of America, I think it's
13 an equity line, and it's very routine. That's
14 probably why I don't remember it. I do -- at the
15 time, I was doing hundreds of closings for Bank of
16 America very -- exactly like this.

17 Q. Okay. And so you did one transaction she had no
18 questions concerning?

19 A. Not that I'm -- not that I recall.

20 Q. Okay. And at any time during the closing of the
21 property that we're here today on, the Old St.
22 Matthews Road property, at any time did Mrs. White
23 have any questions concerning the transaction?

24 A. Not that I recall.

25 Q. Okay.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: Nothing further.

2 MR. WILLIAMS: Just briefly on recross.

3 THE COURT: Go ahead.

4 RECROSS EXAMINATION OF MR. BOLEN

5 BY MR. WILLIAMS:

6 Q. So now that you remember some of the details of this
7 closing, do you -- would it change your opinion as to
8 the relationship between Plaintiff and the defendant
9 if the very closing you did here opened up a line of
10 credit that then was transferred to Le Feather, LLC?

11 A. I suppose. It's kind of a hypothetical. But yeah,
12 if the money came from the equity line, that would be
13 a separate question. But that was a question I --
14 wasn't relevant to what I was doing at the time.

15 Q. If this closing ended up having a transfer of \$50,000
16 to an account, Le Feather, LLC, would that tend to
17 suggest that my client had an interest in this
18 property?

19 A. I suppose. I mean, that's just reading it from the
20 surface, I would say yes.

21 MR. WILLIAMS: Nothing further, Your Honor.

22 THE COURT: Thank you.

23 MR. LANIER: I'd like him to show the document
24 that he's cross examining him on to Mr
25 Bolen.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. WILLIAMS: And I'm confused. I hadn't
2 offered any document into evidence, but I've
3 got a bunch of documents I plan to --

4 MR. LANIER: He cross examined him on it. It
5 wasn't produced to me. I think the witness
6 is entitled to look at the document.

7 THE COURT: Well, he sort of asked him a
8 hypothetical, and while --

9 MR. WILLIAMS: That's right. That's --

10 THE COURT: And so, again, I'll take your point
11 that there's no document, so. And it's a
12 hypothetical question, so.

13 MR. WILLIAMS: I haven't offered to introduce the
14 document at this point, but --

15 THE COURT: And I think really it's a
16 hypothetical question that I'm going to have
17 to answer, and not the witness, either way.
18 So let's --

19 MR. LANIER: Okay, that's fine.

20 THE COURT: All right. Anybody have any
21 objections to Mr. Bolen being excused? I
22 imagine he's got to get back to work.

23 MR. LANIER: Not from the plaintiff, Your Honor.

24 MR. WILLIAMS: No from the defendant, Your Honor.

25 THE COURT: All right. Thank you, Mr. Bolen.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 72

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE WITNESS: Thank you.

2 THE COURT: Good luck to you.

3 THE WITNESS: All right. Thank you.

4 THE COURT: All right. Mr. Lanier, you want to
5 call your next witness?

6 MR. LANIER: Yes, Your Honor. We call Jack Rash.

7 THE COURT: All right. Mr. Rash. How you doing?

8 MR. RASH: Good, Judge.

9 Whereupon,

10 DAVID JACKSON "JACK" RASH,

11 having been duly sworn or affirmed and cautioned to
12 speak the truth, the whole truth, and nothing but the
13 truth, testified as follows:

14 THE COURT: Just have a seat and give your full
15 name to the court reporter, please, Mr.
16 Rash.

17 THE WITNESS: David Jackson Rash.

18 MR. LANIER: Please the Court, Your Honor?

19 THE COURT: Your witness.

20 DIRECT EXAMINATION OF MR. RASH

21 BY MR. LANIER:

22 Q. Mr. Rash, what is your current employment?

23 A. I'm unemployed right now.

24 Q. Oh, I thought you were working with a tax company.

25 A. Up until Monday I was employed with Jackson Hewitt

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 73

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Tax Service.

2 Q. I'm sorry. I didn't know that. So how long you been
3 working with Jackson Hewitt Tax?

4 A. This was my third year.

5 Q. Okay. And previous to that, what was your
6 employment?

7 A. I was a revenue officer with the State Department of
8 Revenue.

9 Q. Okay. And is that primarily in the sales tax
10 division?

11 A. Well, they combined us into all taxes. At one time I
12 was just sales tax, but at the end I was a multi-tax
13 person.

14 Q. Okay. And did you ever have an occasion to meet with
15 Tuyet White and my client Mr. Son Van Le?

16 A. Yes.

17 Q. Okay. I want to ask you specifically, did you ever
18 tell Mrs. White that she should get out of the LLC
19 that Mr. White and she were involved -- Mr. Le and
20 Mrs. White were involved in?

21 A. I don't remember ever giving anybody advice about an
22 LLC, because they're formed through the Secretary of
23 State and I was with the Department of Revenue.

24 Q. Okay. Do you have any recollection as to whether or
25 not Ms. White owed any sales tax through another

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 business?

2 A. Yes.

3 Q. Okay. Did you give her any advice or counsel
4 concerning the sales tax she owed through another
5 business?

6 A. Yes.

7 Q. And what did you tell her?

8 A. That -- well, I think a retail license was involved,
9 and that if she wanted to get a retail license, we
10 would have to put her on a payment plan for those
11 back taxes.

12 Q. Okay.

13 A. And then she would be able to get one.

14 Q. Do you remember how much that back taxes sales tax
15 was?

16 A. No.

17 Q. Do you remember what company it came from?

18 A. It was a business in Charleston is all I remember.

19 Q. And is your testimony you never told her to
20 disassociate from the LLC?

21 A. That's right.

22 Q. Le Feather?

23 A. That's right.

24 MR. LANIER: Nothing further, Your Honor.

25 THE COURT: Cross examination?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. BLANCHARD: Yes, Your Honor. Thank you.

2 CROSS EXAMINATION OF MR. RASH

3 BY MR. BLANCHARD:

4 Q. Mr. Rash, you said you worked for Jackson Hewitt
5 preparing taxes?

6 A. That's right.

7 Q. How long have you been there?

8 A. Three years.

9 Q. All right. Have you had the occasion to prepare Ms.
10 White's taxes at Jackson Hewitt?

11 A. No.

12 Q. Okay. Had you -- do you have any familiarity with
13 her current tax lien status?

14 A. No.

15 Q. Okay. And the instance you were talking about was in
16 two thousand when?

17 A. I don't know.

18 Q. You don't remember?

19 A. No.

20 Q. So you don't know --

21 A. It's been years ago.

22 Q. So you don't know when this tax lien existed?

23 A. No.

24 Q. Do you have anything today that documents that it did
25 exist?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 76

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. No.

2 Q. It's just your recollection that it may have?

3 THE WITNESS: Jay, Your Honor, would you please
4 ask me to answer his question? Because by
5 you doing that, it takes care of the
6 disclosure problem.

7 THE COURT: Yes. Please answer the question, Mr.
8 Rash.

9 THE WITNESS: Okay. Say it again about the
10 liens.

11 BY MR. BLANCHARD:

12 Q. You don't have any documentation today of those liens
13 to show us?

14 A. No.

15 Q. Okay. So you don't know whether they still exist or
16 not?

17 A. Right.

18 Q. You do not know if someone paid them off, you don't
19 know who paid them off?

20 A. Right.

21 Q. Okay. You don't know whether she -- Ms. White paid
22 them off, somebody else paid them off, nothing to
23 show us today?

24 A. Right.

25 MR. BLANCHARD: Nothing further, Your Honor.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Anything on redirect?

2 MR. LANIER: No further questions, Your Honor.

3 THE COURT: Thank you, Jack. You can be excused.

4 Good seeing you.

5 THE WITNESS: Okay.

6 THE COURT: No objection to him being excused, is
7 there?

8 MR. LANIER: No objection from the plaintiff,
9 Your Honor.

10 THE COURT: Thank you. You can go now.

11 MR. LANIER: Your Honor, I have a witness that I
12 told to come at 12:30. Maybe real quickly I
13 can call my client now and perhaps adjourn
14 and take the short deposition of Mr. Baxter
15 Culler during his examination?

16 THE COURT: Deposition?

17 MR. LANIER: I'm sorry, take -- can we adjourn
18 his testimony when Baxter Culler gets here
19 at 12:30?

20 THE COURT: Okay. I don't have any problem.

21 MR. LANIER: Do you have any objection?

22 MR. WILLIAMS: I have no objection to that, Your
23 Honor.

24 THE COURT: That's fine. That's fine. I'd like
25 -- would like to keep going. Let's do that.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 78

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: I'm ready. Your Honor, we call
2 Feather Le.

3 THE COURT: Mr. Le, if you'd come sit that down
4 and raise your right hand for me.

5 Whereupon,

6 SON VAN "FEATHER" LE,

7 having been duly sworn or affirmed and cautioned to
8 speak the truth, the whole truth, and nothing but the
9 truth, testified as follows:

10 THE COURT: Have a seat and give your full proper
11 name to the court reporter, if you would,
12 please.

13 THE WITNESS: Son, S-O-N, Le, L-E.

14 MR. WILLIAMS: Your Honor, if the witness is
15 going to rely on some notes, we'd like the
16 opportunity to review those prior to his
17 testimony. I see he's got a notebook full
18 of --

19 THE WITNESS: You're welcome to.

20 MR. WILLIAMS: -- documents.

21 THE WITNESS: You're welcome.

22 MR. LANIER: Your Honor, nothing he has -- it's
23 not work product. I think he can examine
24 the notes.

25 THE COURT: I think he can, too.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 79

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: But not -- not before he testifies.

2 After he testifies. If you recall, just
3 recently, Your Honor ruled that I didn't get
4 to see his notes, and they were put into
5 evidence from --

6 THE WITNESS: I don't mind. I don't mind.

7 MR. LANIER: All right. Let him look at them,
8 Judge, if my client has no objection to it.

9 THE COURT: All right. Sometimes --

10 MR. LANIER: I thought we were moving on.

11 MR. WILLIAMS: And if it speeds things up --

12 THE COURT: Why don't we --

13 MR. WILLIAMS: I'm not trying to be a bother, but
14 -- if he's going to rely on those from the
15 get out. But if he can't remember something
16 and is going to rely on them, obviously
17 that's different. But if he's going to rely
18 on those throughout his testimony --

19 THE WITNESS: Well, just dates and things like
20 that.

21 THE COURT: Well, let's see what he relies on.

22 MR. WILLIAMS: Sure.

23 THE COURT: And then --

24 THE WITNESS: Okay. Thank you. I got dates and
25 the amounts and things like that. That's

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 80

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 about it.

2 MR. WILLIAMS: The notes right here, obviously I
3 can't read them. And I don't --

4 THE WITNESS: Well -- well, you can tear this off
5 if you want.

6 MR. WILLIAMS: I just want --

7 THE WITNESS: I can tear it off and leave it out
8 if you want.

9 MR. WILLIAMS: Sure. You want to leave that out?

10 THE WITNESS: Sure.

11 MR. WILLIAMS: Is that just your thought process?
12 Okay.

13 THE WITNESS: Sure. That was my thought process.
14 Those are just my notes. I remember. Dates
15 and events.

16 MR. WILLIAMS: Sure. Do we need to make a copy
17 of this or we need to --

18 MR. BLANCHARD: That'd be nice, if we could.

19 MR. WILLIAMS: Is there anyway we can make a copy
20 of this?

21 THE COURT: Run back and ask Renee to do it.

22 MR. WILLIAMS: Thank you.

23 MR. BLANCHARD: I'll do that.

24 THE COURT: Well, get Rebecca to do it.

25 MR. WILLIAMS: Yeah.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 81

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Let's go ahead and get started. And
2 then if he needs them -- just, yeah, go
3 through there. Just ask Renee to make a
4 copy of it.

5 THE WITNESS: I can close that.

6 MR. WILLIAMS: Okay. These are some other
7 things, I assume, that have been turned
8 over. Are you using these or no?

9 THE WITNESS: I -- I mean, you know, I just have
10 them --

11 MR. WILLIAMS: Okay.

12 THE WITNESS: -- just to have them. If you --

13 MR. WILLIAMS: If you'll let us know if you're
14 using anything else besides this document --

15 THE WITNESS: I'm not even using that. Okay.
16 Well, I just bring notes.

17 THE COURT: It's okay. Go ahead.

18 MR. LANIER: Your Honor, I can't. They've just
19 taken his notes.

20 THE COURT: Well, he doesn't need them yet. He
21 just said he didn't need them. So let's
22 start, and if he needs them, we'll get them
23 back.

24 MR. LANIER: Now, Your Honor recalls, I'm sure,
25 the fact that we had a witness on the stand

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 82

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 that they cross examined without providing
2 him the document, it wasn't produced in
3 discovery. And now his notes are not
4 present for his examination.

5 THE COURT: Well, he offered them up.

6 MR. LANIER: All right.

7 THE COURT: Do you want to wait on them?

8 THE WITNESS: Sure.

9 MR. WILLIAMS: And just for the record, Your
10 Honor, and in an abundance of caution, I
11 didn't provide the documents prior to
12 questioning the witness on the particular
13 documents for impeachment purposes. Thank
14 you.

15 THE WITNESS: Thank you.

16 THE COURT: Go ahead.

17 DIRECT EXAMINATION OF MR. LE

18 BY MR. LANIER:

19 Q. Mr. Le, would you state your full name for the
20 record?

21 A. Son Van Le.

22 Q. Okay. And do you also go by --

23 A. Feather.

24 Q. -- a name you have taken? And what is that?

25 A. That's Feather.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 83

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Feather Le?

2 A. That's correct. Feather Le.

3 Q. Will you spell your name for the record?

4 A. S-O-N, V-A-N, L-E.

5 Q. Okay.

6 A. Feather, F-E-A-T-H-E-R, L-E.

7 Q. Okay. Thank you. How long have you lived in
8 Orangeburg County?

9 A. Since mid of '05.

10 Q. Okay. And when did you meet Tuyet L. White?

11 A. October of '04.

12 Q. Can you explain to the Court how you met her, what
13 are the circumstances surrounding your initial
14 meeting?

15 A. I spoke to her on the phone for a short period of
16 time. And then a lady who babysit her children,
17 which is Myho Yeckley --

18 Q. You might want to spell that, as well, for the court
19 reporter.

20 A. M-Y-H-O, Y-E-C-K-L-E-Y.

21 Q. Who is she?

22 A. She -- she's like my mother and their babysitter.

23 Q. Okay. Is she your mother? You said she was like
24 your mother.

25 A. Well, as -- as far as I know.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 84

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. I think I'm going to have to ask you a few
2 questions so you can explain that to the Court. Do
3 you know who your mother is?

4 A. I'm not really sure.

5 Q. Okay. Will you explain to the Court how that came to
6 be?

7 A. Well, because my father, Ralph Yeckley, who was in
8 the military and in Vietnam and supposedly met her,
9 and somehow during that time, during the war, either
10 I was sent off to here to be with her, so that way I
11 -- I could get out of the situation I was in Vietnam,
12 I suppose. I was young.

13 Q. Okay. And can you tell the Court a little bit about
14 your background and where you were before you came to
15 South Carolina.

16 A. I was in California. I had a computer business. I
17 built, sell, repair. A lot of attorneys' office I
18 put in network system. And when I find out that she
19 got a child, so she told me --

20 Q. You're going to have to say who she is.

21 A. Oh, Mrs. White. Mrs. White, when I found out that
22 she is pregnant and she said that it was my child,
23 and I decided, okay, I'm going to come here and do
24 the right thing and support the child.

25 Q. Did you ever have any type of ceremony that y'all

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 were married?

2 A. No, sir. Because Mrs. White's married. And at that
3 time I was single. But she met me in Las Vegas for a
4 gambling and a fun trip somewhere in the end or
5 beginning of '05. And we had, you know, a good time
6 gambling and just time at the casino.

7 Q. Okay. You hadn't moved to South Carolina at that
8 time?

9 A. No, sir.

10 Q. And to your knowledge, is Ms. White still married to
11 Mr. White?

12 A. That's correct.

13 Q. How many children does she have?

14 A. She have Kevin White, Andre White, Christine, Houston
15 White, and Feather White.

16 Q. Okay. You have had, by DNA testing, some paternity
17 information?

18 A. Yes.

19 Q. And as a result of the DNA testing, who is the father
20 of --

21 A. I -- I am the father of -- of the last child.

22 Q. Okay.

23 A. Which is Feather White.

24 Q. And who is the father of the other children?

25 A. The first one's Kevin; he is the son of Mr. White,

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 86

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Mark White. And then Andre, I believe, was some
2 other guy, Filipino, Vietnamese or something like
3 that; I do not know. And then Houston, Christine is
4 from Hi Lam, but yet the -- they end up signing birth
5 certificate for White.

6 Q. Okay.

7 A. And then of course mine, Feather White, also Mr.
8 White signed birth certificate saying that's his
9 child.

10 Q. Okay. Now, what brought you to South Carolina?

11 A. Like I stated, Mrs. White state that she was
12 pregnant. And like I said, I decided to move here to
13 support the child.

14 Q. And when was that?

15 A. I was here mid '05.

16 Q. Okay.

17 A. She had a robbery or something like that when I was
18 in California. I don't have exact date, but anyhow
19 that's why I was going to rely on the note. But all
20 right. So they call me. So I believe, at that time,
21 Sergeant Robinson called me and stated --

22 Q. Don't tell me what Robinson said.

23 A. Okay. Well, anyway, so she got a robbery. So I
24 said, okay, well, I'll -- I guess I'll move there
25 completely.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Why?

2 A. Because she needed someone to be around, one. Two,
3 you know, my child. That's what I'm -- I'm
4 expecting.

5 Q. Okay. And where did you move into when you --

6 A. When I first got here, I stayed temporarily at
7 Lakeside house, Mrs. White's. And then shortly after
8 that, I rented a place from Mildred Rice, an
9 apartment on Grace Living, which was the apartment
10 which is a -- a street -- I know where it's at. It's
11 hard to describe. But --

12 Q. Okay. And how long did you stay with Mrs. White?

13 A. Off and on, not that long. It was off and on.
14 Because I travel a lot.

15 Q. Yeah. Did you also buy a house in South Carolina?

16 A. Yes, I did. In '06, I purchased a home. Matter of
17 fact, her client, which is Mildred Rice, she's a
18 realtor, saw I was looking for a home and she asked
19 me to fill out a checklist of what you're looking
20 for, initials. And I did all that. And so I went
21 and look at the house with Mildred Rice. And I said
22 it's close to where the building I have and worked
23 at; why not purchase that one. And got a nice yard.
24 So I purchased it.

25 Q. And where is that house?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 88

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. It is 1585 Rhoad Street here in Orangeburg.

2 Q. All right. I think it's important that you tell the
3 Court what is your relationship with Tuyet White.

4 A. Well, she have many paramour and relationship with
5 other men. So off and on, you know, like I said, I
6 -- I still, you know, see her. And because we're --
7 have a working relationship next door, and of course
8 she's the mother of my child, so, you know, I -- I
9 see her as a close -- close friend.

10 Q. Okay. Now, you travel to Vietnam regularly?

11 A. Yes.

12 Q. How regularly?

13 A. I got my passport right here if you want to copy
14 them.

15 Q. Average a couple times a year?

16 A. Sometime a couple times a year. Sometimes once a
17 year. Some years none.

18 Q. Okay. Now, have you ever taken Feather Le White --

19 A. Since the day that boy was born, I care for him; I
20 took him everywhere. And if you compare passport to
21 passport, everywhere I go, he goes.

22 Q. Okay. How old is he now?

23 A. He's ten.

24 Q. Okay. What -- did you ever work with Mrs. White?

25 A. Yes, I did. I did fill-in at the nail salon. I went

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 89

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 to cosmetology school in the '80s. So I did
2 pedicures for her and fill-ins.

3 Q. What other work did you and she do together?

4 A. Off and on, she -- by I'm doing helping her, she
5 helped me with the fish market. You know, and then
6 the clothing store in the middle, which half of the
7 inventory is hers; half the inventory is mine. And
8 then but, yet, you know, I get stuck with the tax
9 bill and all the -- the goodies until I purchase the
10 building. She decided she wanted to rent both sides.
11 So I still help out with the clothing store.

12 Q. You glossed over that fairly quickly. I want you to
13 explain to the Court how you got involved --

14 THE WITNESS: Can I get something to drink? Can
15 I get something to drink?

16 MR. LANIER: Sure.

17 THE WITNESS: Water or something? I'm thirsty.

18 THE COURT: Ask Renee to get a bottle of water
19 out.

20 THE WITNESS: Go ahead.

21 BY MR. LANIER:

22 Q. I'd like for you to describe to the Court how you got
23 involved with the Old St. Matthews Road property.

24 A. At first we rented from Mr. Rutherford. He charged
25 1,100 a month and we both -- she rented one side; I

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 90

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 rent the other side. We both are renters. And he
2 gave us one free month because the building was brand
3 new and it was -- part of it was not complete. Your
4 question again?

5 Q. All right. You started off as tenants --

6 A. Right.

7 Q. -- from Mr. Rutherford?

8 A. Correct. We both renters.

9 Q. And the property has actually three addresses; does
10 it not?

11 A. That's correct.

12 Q. And what are the three addresses?

13 A. It's 1713, 1715 -- thank you -- and 1717.

14 Q. Okay. And who was renting what, and what was going
15 on in those different units on Old St. Matthews Road?

16 A. Mrs. White rented 1717, and I rented 1715, which is
17 next door, for the clothing store.

18 Q. And the third unit?

19 A. Was vacant at that time.

20 Q. Okay. Now, was the third unit on the end?

21 A. In the far, if you're facing the building, it's the
22 left.

23 Q. To the far left?

24 A. Yeah, the far left.

25 Q. Mrs. White was to the far right?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 91

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. To the far right.

2 Q. And the rent was \$1,000 a month per unit, or for the
3 whole --

4 A. No, sir.

5 Q. Eleven hundred?

6 A. It's 1,100 per unit.

7 Q. Okay.

8 A. Per month. And you have to sign a lease six months.
9 And then after six months, it goes up.

10 Q. Okay. Now, what happened to change you from a
11 landlord -- I mean, from a renter to a landlord?

12 A. Well, after -- what happened was the LLC, I got the
13 LLC for the clothing store.

14 Q. Okay.

15 A. And that way we both protect our interest, because
16 half the inventory is hers; half the inventory is
17 mine. And since she got out of the LLC because she
18 owes so much tax and she couldn't get the loan to
19 invest in the LLC, so she decided to get out of the
20 LLC. And then an opportunity arise that Mr.
21 Rutherford put the building up for sale. And I gave
22 her an opportunity. I said, hey, you know, we're
23 both renters; I'll give you an opportunity to
24 purchase the building, and if you want to jump on the
25 bandwagon and -- and be owners than a renter. And

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 she opt out because she was in a couple lawsuit, I
2 believe Walong and Denise Bryant during that time.
3 She didn't want her assets to be tied up and someone
4 can, you know, put a lien against it or whatever; the
5 tax people come and take her -- half her stuff or
6 whatever. I said that's fine. So that's when I
7 decided to go ahead and went to the Orangeburg
8 National to borrow some money to purchase the
9 building. And then what I borrowed wasn't enough.
10 So then Rutherford said he'd carry a second for me,
11 which is \$75,000.

12 Q. Okay. Tell the judge what the transaction was.

13 A. Transactions?

14 Q. How was the transactions -- who was buying what?

15 A. I was -- at that time, Rutherford and Ms. Spencer,
16 they sell the building. So I -- I told them, okay, I
17 purchase the building. And then I believe the bank
18 got the -- the attorney, which is Mr. Bolen. I've
19 never seen him before. And he says this is a closing
20 attorney, it will be fine. I guess there's a list.
21 And basically got him. And I said that's fine. And
22 I don't recall -- Ms. Spencer wasn't there, but
23 Rutherford was there, and Mrs. White, and the closing
24 attorney. And then when we -- when we done the --
25 signed the documentation for Rutherford there,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 whatever it was. And then we went to the bank, Mrs.
2 White, and signed a witness -- as a witness to the
3 purchase.

4 Q. She was a witness on the mortgage; is that correct?

5 A. On the mortgage.

6 Q. And that would be the big mortgage or the first
7 mortgage?

8 A. The first mortgage.

9 Q. Okay.

10 A. Yes, sir.

11 Q. And she was present the whole time?

12 A. She was present the whole time with Rutherford, and
13 then we went to the bank, of course, with Baxter
14 Culler.

15 Q. Okay. All right. Now, at any time during that
16 closing or at any time between the time you
17 transitioned from a renter to an owner, did Mrs.
18 White indicate any interest in being involved in the
19 corporation after the -- after the disassociation?

20 A. No, sir. And matter of fact, we spoke regarding
21 that. And, you know, I said, well, hell, now that
22 I've got the building, I own the building, you know,
23 she'll pay me rent. But she want to rent two sides
24 instead of one. And I said fine. And she want -- at
25 that time, she wanted to expand her nail business.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 That's why she wanted the second building.

2 Q. Okay.

3 A. And she held on that second building for forever.

4 Q. Okay. Did she pay rent?

5 A. She pay rent? Yeah. No, she claim she doesn't pay
6 rent, so that's kind of funny. But yeah, she pay
7 rent every month until I did the eviction of my home.
8 In July of 2010, when I left for Vietnam, when I came
9 back, she refused to move out of my home. Her and
10 her Mexican boyfriend that -- that I know at the flea
11 market -- he's like 26 or so, somewhere around there
12 -- you know, she moved him into my home and she
13 refused to get out. And so I called the law. I had
14 the deed. And then she start telling them that she
15 own my home. And so I have to do eviction. So I
16 went to the Judge, I believe, Jerome -- I believe
17 Jerome Anderson is whatever it was, his name. Yeah,
18 Jerome Anderson did the eviction for me.

19 Q. Was she evicted?

20 A. And she was evicted. Judge Robinson ordered her to
21 pay \$1,000 for the couple months she was in, \$500 a
22 month. She made a \$200 payment and then she stop.
23 Matter of fact, I got a note in there that Russ
24 talked to Jerome that here's the payment and she --

25 MR. BLANCHARD: And I'm going to object to --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 95

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. LANIER:

2 Q. Don't say what Jerome told you.

3 A. Okay. Okay. All right.

4 Q. All right. So --

5 A. Well, it's in the thing there, and he sent a letter.

6 Q. Did you -- did Mrs. White appeal from that decision?

7 A. No, sir.

8 Q. And what property was that?

9 A. That is 1585 Rhoad Street.

10 Q. Okay. All right. And you still reside there?

11 A. I still live there.

12 Q. Has Mrs. White ever paid a mortgage payment on that
13 property?

14 A. No, sir. None.

15 Q. And has she ever paid a mortgage payment on the
16 property located at the Old St. Matthews Road?

17 A. No, sir. Nor taxes. No mortgage, no nothing.

18 Q. Has she ever given you any money toward either your
19 real estate that you live in or the St. Matthews
20 property?

21 A. No, sir.

22 Q. Okay. And y'all have had transactions back and forth
23 during the course of your relationship?

24 A. Yes, sir.

25 Q. Can you explain to the Court those transactions?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 96

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Well, in the beginning, she -- I have some funds
2 deposit, of course. And she needed some funds, so I
3 just transfer over and give her some loan, 20,000
4 here, 14-something there. And off and on, I have my
5 bank records that have all those. And then she
6 merely pay me back for, you know, the loan that I
7 gave her.

8 Q. Do you know whether or not Mrs. White has paid you
9 any rent recently?

10 A. No, sir. Like I said, when I came back, and during
11 the eviction, things went sour and she just stop
12 payment. I sent her at least six demand letters to
13 pay rent. Of course, she drags out a promise
14 tomorrow. Tomorrow never come. Next week, next
15 week, never there. And so I finally file for the
16 eviction. And this takes six years. So I've not
17 received a dime in rent since --

18 Q. When was --

19 A. Matter of fact, Judge Jackson order her to pay 1,000
20 a month in 2013, the end of 2013. She made one
21 payment of \$1,000 and then that's it.

22 Q. She filed a motion for reconsideration when she was
23 required to pay rent?

24 A. I --

25 Q. You don't know?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 97

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I don't know. Because all I know is I receive 1,000
2 since then.

3 Q. All right.

4 A. So she have not paid. Same thing she -- Judge
5 Robinson ordered her to pay 1,000; she paid 200.

6 Q. That being on your home?

7 A. On my home.

8 Q. Okay. Now, when's the last time she paid you any
9 rent?

10 A. Back to my note, I believe it's July 2010. I need to
11 look, exact date there. The last payment. July
12 2010. Somewhere in mid-July or so, like that.
13 Somewhere around there in 2010. Yeah, somewhere
14 around that time. I --

15 Q. You have mentioned that you had -- you had written
16 several letters for rent?

17 A. Yes, sir.

18 Q. I'm going to ask you if you can identify these
19 letters.

20 A. Certified.

21 MR. WILLIAMS: Can I look at them before you hand
22 them up?

23 BY MR. LANIER:

24 Q. Can you identify this letter, Mr. Le?

25 A. Yes, sir. I sure did. Matter of fact, one of these

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 98

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 were certified letter to her, yes.

2 Q. What -- what date is that letter?

3 A. That's August 20th, 2010.

4 Q. You're asking her to pay the rent?

5 A. I'm asking her to pay the \$1,000 that the -- the one
6 side that she's occupied, yes.

7 Q. Okay. At one time she was occupying two units,
8 correct?

9 A. That's correct.

10 Q. But all you're asking for is the --

11 A. All I'm asking for is one.

12 Q. Okay.

13 A. One side.

14 Q. And that was the rent that was paid previous to Mr.
15 Rutherford?

16 A. That's correct.

17 Q. Okay.

18 A. But actually cheaper, because Rutherford would have
19 been much more because of the 1,000 --

20 Q. The escalation clause?

21 A. Yes, escalation. Not only that, we started out with
22 a 1,100 per month, and anyway, I -- you know, because
23 I know her and we have a child in common, I'm not
24 going to rip her off, you know, increase or anything.
25 I just --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 99

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: All right. Now, this -- Your Honor,
2 we'd like to offer these. I'm going to
3 offer them en banc and just have him
4 identify the letters.

5 THE COURT: All right.

6 BY MR. LANIER:

7 Q. And this is a similar letter with increased debt owed
8 dated October 25th?

9 A. That's correct. That's mine.

10 Q. December 20th?

11 A. That's correct.

12 Q. Same collection letter?

13 A. Yes, sir.

14 Q. February the 21st --

15 A. That's correct.

16 Q. -- 2011? April 19th, 2011?

17 A. That's correct.

18 Q. It goes up because she's not paying rent?

19 A. That's correct, sir.

20 Q. June 20th, 2011?

21 A. Yes, sir.

22 Q. August 20th, 2011?

23 A. And --

24 Q. October 19th, 2011?

25 A. That's correct.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 100

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. And these are your attempts to collect your rent?

2 A. That's correct, sir.

3 Q. Did you ever get any response?

4 A. No, sir.

5 Q. Nothing in writing?

6 A. Nothing.

7 Q. Okay.

8 MR. LANIER: Your Honor, we'd like to offer
9 these.

10 MR. WILLIAMS: No objection.

11 MR. LANIER: Plaintiff's, I think Number 4.

12 (Plaintiff's Exhibit 4 is marked and admitted into
13 evidence.)

14 THE WITNESS: Another water? I had too much
15 coffee this morning. I've been up since
16 5:00 a.m., so. Sorry.

17 MR. LANIER: May I see Plaintiff's 2?

18 MR. WILLIAMS: You marked that as Plaintiff's 2;
19 is that right?

20 MR. LANIER: Yes.

21 THE COURT: That was Plaintiff's --

22 COURT REPORTER: Four.

23 THE COURT: -- 4.

24 MR. LANIER: That's Plaintiff's 4.

25 MR. WILLIAMS: Four, okay.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 101

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: He's asking for Plaintiff's 2.

2 MR. WILLIAMS: Gotcha.

3 BY MR. LANIER:

4 Q. Mr. Le, I'm going to show you what has been
5 previously marked as Plaintiff's Number 1, a member
6 statement of disassociation from a limited liability
7 company.

8 A. Yes, sir. I remember this.

9 Q. Okay. And that's the one Ms. White signed?

10 A. That's correct.

11 Q. And what is the date of that?

12 A. It's 3/20/06.

13 Q. And when did you purchase the property on Old St. --

14 A. May 9th.

15 Q. Old St. Matthews Road?

16 A. Old St. Matthews Road, yes, sir.

17 Q. Okay. Has Ms. White paid a single mortgage payment?

18 A. No, sir. Not one cent.

19 Q. On the Old St. Matthews property?

20 A. No, sir.

21 Q. Has Mrs. White paid any taxes?

22 A. No, sir.

23 Q. Has she paid any insurance on that property?

24 A. No, sir. I do. Matter of fact, she claims she don't
25 pay rent, but in her -- the recent tax return that

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 102

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 she gave us the last couple days there, she claimed
2 taxes -- credit on her tax return on the month that
3 she paid rent.

4 THE WITNESS: Your Honor -- Your Honor, can I get
5 another water? I had too much coffee.

6 THE COURT: All right.

7 MR. LANIER: Judge, can I have --
8 (Briefly off the record.)

9 MR. LANIER: Judge, can we have about a five-
10 minute recess?

11 THE COURT: Sure. That's fine.

12 (A recess is taken from 12:13 p.m. until 12:15 p.m.)

13 THE COURT: Lewis, do you see Mr. Culler here?

14 MR. LANIER: I do. Your Honor, can I adjourn
15 this --

16 THE COURT: This is an appropriate time to --

17 MR. WILLIAM: No objection from me.

18 THE COURT: He can do it on cross if he does.

19 All right, Mr. Le, you can --

20 MR. LANIER: Step down.

21 THE COURT: -- step down.

22 THE WITNESS: Okay.

23 THE COURT: And you obviously can't talk to Mr.
24 Lanier while we're on this little break,
25 okay.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE WITNESS: Okay.

2 THE COURT: Just sit there and don't --

3 THE WITNESS: You got it.

4 THE COURT: Mr. Culler, would you come on up?

5 Mrs. Culler sent me a set of questions to
6 ask Mr. Culler while he's under oath.

7 MR. LANIER: I have a book also, Your Honor.

8 THE COURT: Raise your right hand for me.

9 Whereupon,

10 FRANCIS BAXTER CULLER,

11 having been duly sworn or affirmed and cautioned to
12 speak the truth, the whole truth, and nothing but the
13 truth, testified as follows:

14 THE COURT: Thank you. Please have a seat. Mr.

15 Culler, state your full name for the benefit
16 of the court reporter, please.

17 THE WITNESS: Francis Baxter Culler.

18 COURT REPORTER: Can you spell your name, sir?

19 THE WITNESS: F-R-A-N-C-I-S, B-A-X-T-E-R, C-U-L-
20 L-E-R.

21 THE COURT: Your witness.

22 DIRECT EXAMINATION OF MR. CULLER

23 BY MR. LANIER:

24 Q. Mr. Culler, will you state your full name for the
25 record?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 104

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Francis Baxter Culler.

2 Q. And you're currently retired, I believe.

3 A. That's correct.

4 Q. What was your former employment?

5 A. I was a lending officer for Orangeburg National Bank.

6 Q. And subsequently?

7 A. Community Resource Bank, and then First Citizens
8 Bank.

9 Q. Okay. You had -- I had given you some documents.
10 Have you reviewed those documents?

11 A. Yes, I did.

12 Q. Okay. And did you preside over a loan closing
13 concerning this property on St. Matthews Road?

14 A. Yes.

15 Q. And what documents have you reviewed?

16 A. Have I reviewed?

17 Q. Have you reviewed?

18 A. The note.

19 Q. Okay. And that's the -- that's the note on the
20 larger loan, the one the bank made?

21 A. Correct.

22 Q. That transaction also had a second mortgage loan
23 where the seller was taking back a second mortgage?

24 A. Yes.

25 Q. About 75,000, I think.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 105

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Right.

2 Q. Okay. Did you see Mrs. White when that transaction
3 took place?

4 A. To be honest with you, I don't know.

5 Q. It's been a long time, hasn't it?

6 A. Right.

7 Q. All right. And had you done business with Mr. Le
8 before?

9 A. Yes.

10 Q. Okay. And do you know anything else about this case,
11 other than that you witnessed the note?

12 A. Other than all my dealings were with Mr. Le.

13 Q. On the -- on the mortgage?

14 A. On the purchase of the property. Yeah.

15 Q. Did you ever receive payment in cash from anyone?

16 A. Not that I'm aware of.

17 Q. Okay. So every mortgage payment that you're aware of
18 was made by Mr. Le?

19 A. Yes.

20 Q. You ever have any business dealings with Mrs. White
21 in regards to this property?

22 A. Which one is Mrs. White? Don't think so.

23 MR. LANIER: Okay. Nothing further, Your Honor.

24 THE COURT: Cross examination?

25 MR. WILLIAMS: Sure.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 106

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

CROSS EXAMINATION OF MR. CULLER

BY MR. WILLIAMS:

Q. Mr. Culler, you wouldn't be aware of what the business relationship is between the plaintiff and defendant, would you?

A. No.

Q. Okay. And you wouldn't have been present for all of the discussions regarding this property between the plaintiff and the defendant, would you?

A. No.

Q. You wouldn't know who -- where the pot of money came from; you just knew that the mortgage got paid; is that right?

A. That's correct.

Q. And you wouldn't have been there personally to supervise every time a payment was made at your bank, would you?

A. No.

Q. So if -- you don't know whether Ms. White made some of the payments?

A. No, sir. I have no idea who made them.

Q. And --

MR. WILLIAMS: Nothing further, Your Honor.

Thank you.

THE COURT: Any redirect?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 107

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: No redirect, Your Honor. I'd ask
2 that this witness be excused.

3 THE COURT: Let's please excuse him. I'm sure
4 he's got a tee time here any minute. Thank
5 you, Mr. Culler. Appreciate it.

6 THE WITNESS: Thank you.

7 THE COURT: All right, Mr. Le --

8 MR. LANIER: Are we going to break anytime for
9 lunch, or are we going to go -- try to go
10 through this case?

11 THE COURT: Well, what do y'all want to do?

12 MR. WILLIAMS: I definitely think we need to get
13 through Plaintiff's testimony before we
14 break, Your Honor.

15 THE COURT: That's fine. I think that's fine.

16 MR. LANIER: That's fine.

17 THE COURT: Let's do that, see if we can --

18 MR. LE: Oh, may I get up there?

19 THE COURT: Come on, Mr. Le. May the record
20 reflect that Mr. Le is back on the stand and
21 he's still under oath.

22 CONTINUED DIRECT EXAMINATION OF MR. LE

23 BY MR. LANIER:

24 Q. I'm going to show you photocopies of some checks
25 written on Perfect Nail. I guess I'm going to have

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 to show them one at a time. Some are a little bit
2 different. Can you identify this check?

3 MR. LANIER: You got a copy of these in
4 discovery. Do you want to see them before I
5 --

6 MR. WILLIAMS: Why don't you go through them and
7 mark them and let me just --

8 MR. LANIER: Okay.

9 MR. WILLIAMS: -- glance at them before you admit
10 them, if that's all right.

11 MR. LANIER: All right. We're going to mark
12 these for identification.

13 BY MR. LANIER:

14 Q. What is that?

15 A. This is Mrs. Tuyet White Account 7200. This
16 particular check here is the rent from May '06, which
17 was when I purchased the building, and it's only
18 1,500 because part of the month is gone, so kind of
19 prorated. She hand me a check and she -- because she
20 does nails all day long, her hand hurt, so she asked
21 me to go ahead and fill it out and sign it. And I
22 said okay.

23 Q. So you actually signed --

24 A. Yes, I did.

25 Q. -- that check?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes, I did.

2 Q. Okay. And what is this check?

3 A. This is Mrs. White's business check she signed, pay
4 rent on 1717, but she didn't put the 1715, which is
5 \$2,000. That's correct.

6 Q. July 1st?

7 A. July 1st.

8 Q. And what is this?

9 A. This is -- she did the internet pay or something like
10 that. And it just mailed directly to me. And then,
11 of course, I deposit that. And this is her rent
12 payment.

13 Q. What's the date?

14 A. This is February 26th, 2007.

15 Q. Okay. What is this?

16 A. This is another payment I received from Mrs. White
17 March 30th, 2007, and for rent payment.

18 Q. Okay. In the amount of?

19 A. Two thousand dollars for two buildings.

20 Q. What is that?

21 A. That's the same thing. This is out of her account,
22 Perfect Nails, on May 25th, '07, for \$2,000, for the
23 two buildings.

24 Q. Okay. What is this?

25 A. Again, this one, it says rent on the top left here.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 And it's \$2,000, and I can barely make out '08 or
2 '06, something there, but anyway.

3 Q. Okay. That would be March 2nd?

4 A. That's what it looks like, yeah, March 2nd.

5 Q. Yeah. Now, this one that is dated May 25th, did you
6 sign that?

7 A. No, sir.

8 Q. Okay.

9 A. That's the -- I guess she -- she mail it or however
10 she does.

11 Q. What is this?

12 A. This is Ms. White, she pay rent. It says rent right
13 there. From her Perfect Nail account. And it's
14 \$2,000, April 21st, '08.

15 Q. Okay. That's after you purchased the property?

16 A. Yes, sir.

17 Q. Okay. What is this?

18 A. This is another one. She -- this is all in her
19 handwriting. Her signature here. May 3rd, '08. She
20 pay rent for two building, \$2,000.

21 Q. Okay. And what is this?

22 A. Again, this is another check that she wrote 5/6/08
23 for \$2,500 because there was some discussion of money
24 that she was owed, so.

25 Q. What is this?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 111

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. This is June 2nd, '08, Perfect Nail account. She
2 paid rent for two building. And this is her check
3 again.

4 Q. What is this?

5 A. On 7/19/08, \$2,000, rent for the building. It says
6 rent on the memo.

7 Q. Okay. What is this?

8 A. This is another check that she mailed to me. And on
9 the top, it says rent, \$2,000, like what she's
10 supposed to pay every month.

11 Q. Okay.

12 A. And that's August 13, and it look like '08.

13 Q. Okay. And it's for 2,000?

14 A. That's for 2,000.

15 Q. And what is this?

16 A. This is another rent check from her nail business.
17 And it's for rent. And she said pay loan or
18 something. But anyway.

19 Q. Okay.

20 A. That's just rent.

21 Q. Payment of loan?

22 A. Payment -- payment of something. Loan?

23 Q. It's dated March 1st, 2010?

24 A. Yes, sir.

25 Q. Okay.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I just get a check and deposit it because she write
2 me \$2,000 and it's rent money.

3 MR. WILLIAMS: No objection, Your Honor.

4 THE COURT: Thank you, Mr. Williams. We'll admit
5 those as Plaintiff's Exhibit Number 4
6 without objection -- 5, excuse me. Thank
7 you.

8 (Plaintiff's Exhibit 5 is marked and admitted into
9 evidence.)

10 BY MR. LANIER:

11 Q. You have paid off the first mortgage by refinancing
12 the property on Old St. Matthews Road?

13 A. That's correct.

14 Q. Did Mrs. Tuyet White, did she help you with any
15 payment or any payoff of that mortgage?

16 A. None whatsoever, sir.

17 Q. But you've still got a mortgage?

18 A. Yes, sir.

19 Q. You paid off Mr. Ratchford?

20 A. Rutherford.

21 Q. Rutherford?

22 A. Yes, sir.

23 Q. And you paid, 75,000 was the original loan?

24 A. That's correct.

25 Q. You paid that off in how many years?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 113

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Three years.

2 Q. Okay. Now, you had some money when you came to South
3 Carolina?

4 A. Yes, sir.

5 Q. What were the sources of that money?

6 A. I had a computer business in South Carolina. And I
7 -- I sold the business. And the agreement was, you
8 know, lump sum cash and make some payments when I get
9 there several years later.

10 Q. Okay. And what other sources of funds did you have?

11 A. Money in my accounts from California.

12 Q. Okay. Any other source of funds? Did you sell any
13 property in California?

14 A. No. I rent it out.

15 Q. Okay.

16 A. I rent the property in California.

17 Q. Okay. Now, you have accumulated back rent. How much
18 back rent does Mrs. White owe you?

19 A. She owes about \$76,000, minus \$1,000 that the judge
20 ordered her to pay, which was about 76,000.

21 Q. Okay. Now, you didn't have a lease agreement with
22 her?

23 A. I had a lease agreement. But because she have the
24 key to my business and the key to my home, at that
25 time I trust her because she's the mother of my

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 114

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 child, that I didn't think it was going to be an
2 issue, it is gone. So do I have one? Yes. Do I
3 have it now? No.

4 Q. Okay. Well, tell me about that.

5 A. I copied the lease from Mr. Rutherford, basically,
6 and just add my name and hers. And we sign and went
7 to her bank and got notarized. And I just kept the
8 original at the shop there and all my document at the
9 shop. And she was helping me while I was gone.
10 During the last year, which is 2010, in July, that's
11 when she started forging checks. She started taking
12 money out of the credit card, which I -- I put her
13 name on so she can purchase things that need for the
14 shop. And that document's gone.

15 Q. Okay. Have you had any problems with the middle
16 unit, the one that I believe you said -- was that the
17 clothing store or was that --

18 A. Yeah, it was the clothing store. I tried to rent it
19 out several times. And, of course, all the
20 prospective tenants shows up and, you know, talk to
21 her. She told them she owned the building and no,
22 she don't want nobody next door or whatever. And
23 they in turn flew the coop. They didn't -- they
24 didn't rent.

25 Q. Have you been able to rent the second unit?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. No, sir. It's been rough with her.

2 Q. Why?

3 A. She's been a very hostile tenant.

4 Q. Why have you been unable to rent the second unit?

5 A. I guess when I -- I had prospective renter and they
6 talked to the neighbor which is next door to her, and
7 for some reason they just turned off and they didn't
8 want to rent because she just had words.

9 Q. How many businesses do you know personally that Mrs.
10 White has run?

11 A. She owns at least five nail salon. She owns Saigon
12 market in Charleston. So, you know, she's -- she has
13 five successful nail business that I know of.

14 Q. Okay. Do you know where these places were located?

15 A. I know one in Santee. And then -- you know, do I
16 know them all? No. I don't recall where they are,
17 but I just know of one in Santee.

18 Q. You testified that one of the reasons you moved in
19 with Mrs. White was she was robbed?

20 A. Yes, sir. When I got the call that she was scared
21 and she was pregnant. And, you know, and I said,
22 okay, well, I'll move there and then --

23 Q. What business was she operating then?

24 A. She was at Wingate.

25 Q. Okay.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 116

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I know where it's at. It's the last building on
2 Wingate, anyhow, at that time. And she was doing
3 nails.

4 Q. Okay. And what other locations besides Santee and
5 Wingate?

6 A. My understanding, her and Hi Lam used to have a place
7 across the street from where I'm at now, which is one
8 of the buildings on that side. They rent it. She
9 always rent it.

10 Q. Okay. Has she ever been sued?

11 A. She's been sued by Walong, which is the grocery
12 market in Charleston. And Denise Bryant, which nails
13 -- something happened to her feet, and she was trying
14 to settle that, and I believe she settled for \$5,000.

15 Q. Okay.

16 A. At that time, that, you know, the --

17 Q. Did you have anything to do with that nail business?

18 A. No, sir.

19 Q. Okay. Do you know what the sales tax that Mrs. Le
20 owned on the Saigon market?

21 A. Mrs. White?

22 Q. I'm sorry, Mrs. White.

23 A. Thank you.

24 Q. I apologize.

25 A. Thank you. Mrs. Le is sitting right there.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 117.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. I know. That wasn't good.

2 A. Yeah, that's not good.

3 Q. Do you know what the sales tax was owed?

4 A. Yes, I -- I do. It's approximately \$93,000 or some
5 large lump sum. But it was a big amount of dollars.
6 Yeah.

7 Q. Do you know what, if anything, has been done with
8 that?

9 A. I do not know. At that time, you know, that's why
10 she needs some money back and forth. So that's why I
11 loaned her some money, to --

12 Q. Did Mrs. White bring any cash to the closing when you
13 originally purchased the property on the Old St.
14 Matthews Road?

15 A. No, sir. Absolutely none. Matter of fact, I did
16 offer her to, you know, go in to -- to buy the
17 building there. And she -- she's -- was worried
18 about, you know, her assets been -- going to be
19 seized by the tax people or something. You know, and
20 she didn't want to get nothing tied down, or nor she
21 could even get a loan, because she said that, you
22 know, she won't be able to qualify, a loan, because
23 her income is very low.

24 Q. Okay. Has she ever done any improvements to the
25 property?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 118

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. No.

2 Q. Ever paid any taxes on the property?

3 A. Not one cent.

4 Q. The property I'm referring to is the Old St. Matthews
5 Road.

6 A. None.

7 Q. Ever gave you anything on a mortgage payment?

8 A. No, sir.

9 Q. Insurance?

10 A. No.

11 Q. Okay. What did she pay in connection with the
12 building that she -- the part of the building she
13 occupied?

14 A. She just pay rent. You know, she decided she wanted
15 the two sides, so I just charged her 1,000 a month.
16 And that's what I agreed on. And I'm not going to
17 raise her, you know, rent or anything because she's
18 the mother of my child. So, you know, I just said
19 fine, you can keep the two side, and 1,000 a month it
20 is, you know, for each side.

21 Q. So she's paid no mortgage payment?

22 A. No mortgage payment whatsoever.

23 Q. She pays no taxes?

24 A. None. I pay all my taxes.

25 Q. She pays no insurance?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 119

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. No insurance.

2 Q. And she pays no rent?

3 A. Well, yeah, since -- it's been six years coming up.
4 She's got no rent. And matter of fact, a couple
5 times, deposition there, she didn't show up and drags
6 out time. And I believe Judge Jackson here ordered
7 her to go to her deposition. She just drag out time
8 just so she can stay there for rent free.

9 Q. And you got one \$1,000 payment after we had our
10 motion concerning request for bond?

11 A. That's -- that's what Judge Jackson ordered, and
12 that's all I got, was \$1,000.

13 Q. What are you asking the Court to do?

14 A. What am I asking the Court to, you know, get a
15 verdict today, so that way this matter can, you know,
16 be over with, one; two, make Ms. White responsible
17 for the court costs, attorney fee, and my back rent.

18 Q. Would you like her out of the building?

19 A. As soon as possible. She's a very hostile tenant.

20 MR. LANIER: Your Honor, I'm sure I'll have some
21 more on redirect, but I conclude my direct
22 examination at this time.

23 THE COURT: Mr. Williams or Mr. Blanchard,
24 whichever one.

25 MR. WILLIAMS: Yes, Your Honor. May it please

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 120

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 the Court.

2 CROSS EXAMINATION OF MR. LE

3 BY MR. WILLIAMS:

4 Q. You testified earlier, and I'm not quite sure where
5 this goes, but Feather is your son; is that right?

6 A. Yes.

7 Q. And you and Mr. Lanier and Tuyet and another attorney
8 have fought over some custody and visitation issues;
9 is that right?

10 A. Yeah, after -- what happened was, after I evict her
11 from my home, that's when things went sour. And she
12 started to stop paying rent, and then once I filed
13 for the eviction here, she started to file for
14 paternity suit, yes.

15 Q. I'm going to ask questions that tend to be yes/no,
16 except for a few open-ended. And if I do, if we can
17 kind of stick to the yes/nos, it'll be a lot quicker
18 and more efficient.

19 MR. WILLIAMS: Judge, if you could help me a
20 little bit with this.

21 THE COURT: That's fine. He can explain his
22 answer, of course. But go ahead.

23 BY MR. WILLIAMS:

24 Q. So, again, you've maintained an action for child
25 custody, child support, visitation, etcetera, where

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 you were seeking to pay child support and have
2 visitation; is that right?

3 A. I'm not -- I'm not quite get your -- your question.
4 It's kind of lengthy there. I -- I do make child
5 support.

6 Q. Okay.

7 A. And I try to get my son when she let me get him.

8 Q. In that action, all of your, I guess, answers to
9 interrogatories, answers to questions from the other
10 attorney, they were all answered truthfully?

11 A. In other attorney, which -- which one are you talking
12 about?

13 Q. When you answered questions regarding your
14 relationship with your child, were you answering
15 truthfully at that time?

16 A. At that time, yes.

17 Q. Okay. Today you've testified before the Court about
18 this relationship you had with Feather where he
19 travels all over the world with you, that you provide
20 financial support, that you nurture and tender to his
21 care. Is that truthful?

22 A. That's very truthful, because if you look at his
23 passport and you look at mine, everywhere I go, I
24 take that boy.

25 Q. Okay. And, you know, like all of these trips out of

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 the country over the past couple years, you've been
2 taking him each time?

3 A. Not -- not now. Because since -- here we go. Since
4 2010, she cut off the relationship. I don't even see
5 Feather.

6 Q. Okay. Okay. So to be clear, that relationship,
7 since 2010, you -- when you answered that you don't
8 contact him, you don't provide financial
9 contributions, you don't -- he resides in another
10 residence, that you basically have very limited
11 relationship with the child, that would be the truth
12 since 2010; is that right?

13 A. I -- I guess.

14 Q. Okay. Tell me, was Tuyet a member of Le Feather,
15 LLC?

16 A. Say again.

17 Q. Was Tuyet White a member of Le Feather, LLC?

18 A. When I first applied for the LLC, she had an LLC
19 already, which is the Perfect Nail, LLC. And so when
20 I applied for the LLC, I wanted to be protected, my
21 business and hers, because half of the inventory is
22 hers, half the inventory is mine on the clothing
23 store. And that was what the LLC was formed for.

24 Q. It was for your protection or for both of y'all's
25 protection?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 123

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. For both.

2 Q. Okay.

3 A. For both.

4 Q. So you don't deny that when you first came to South
5 Carolina, your business venture was with Tuyet White?

6 A. I didn't have no intention of business with Mrs.
7 White. It just -- the opportunity arise that the
8 clothing store, when we traveled to Vietnam, we'd
9 purchase stuff and bring back here, and that's when
10 the idea came to.

11 Q. Okay. But you formed this LLC, considered her a
12 member; is that right?

13 A. At that time.

14 Q. Okay.

15 A. For the clothing store.

16 Q. And you're saying she was disassociated at a certain
17 time. When was she --

18 A. She wanted out of the LLC because she didn't want any
19 tie to another LLC, one; two, she didn't want her
20 asset to be taken by whatever she had at that time
21 and she was worried about that, yes.

22 Q. So if you were becoming a sole proprietor, why not
23 dissolve the LLC?

24 A. Since it's open already, she's already out, so why
25 not keep it and use it?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay.

2 A. Because the name.

3 Q. So it's your testimony that tax issues were why she
4 wanted -- she wanted to be disassociated?

5 A. She wanted out, yes.

6 Q. Okay. And it's for tax reasons?

7 A. I -- I don't know what the reason is at that time.

8 She did not want to invest in the LLC. Because I put
9 some funds in, opened the account from a personal
10 account to open the business. She promised me that
11 she had something going on with Charleston, she was
12 going to have some funds, and then, you know, the LLC
13 continue and all of that. And then finally she just
14 said no, I'm not going to invest in the LLC; I'm not
15 going to put money in there.

16 Q. Let's clarify that quickly. So the Saigon market,
17 are you aware that that doesn't belong -- that she
18 did not -- that was not her business?

19 A. As far as I know, it was her.

20 Q. Okay. Well, are you aware, have you been told, that
21 another individual used her Social Security number
22 and then was held responsible for the restitution to
23 the State?

24 A. No, sir, because she goes down there and collect
25 money from those people, and I was with her.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 125

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Are you aware that the tax -- the alleged tax lien
2 got paid off by another individual that was
3 prosecuted for fraud?

4 A. I have no idea on that. But all I know is it's her
5 owing the tax. That's all I know.

6 Q. Okay. And you're telling me that she paid nothing
7 into the LLC?

8 A. Nothing.

9 Q. She had no interest in the LLC when she was
10 disassociated?

11 A. That's correct.

12 Q. Okay. And you didn't pay her anything in
13 consideration for her stepping aside from her
14 interest in the LLC; is that right?

15 A. No, because when we formed the LLC, there was nothing
16 there.

17 Q. Okay.

18 A. It was just her, and I agree, you know, we want -- I
19 want to make sure that we're protected for the
20 clothing store. And then so, you know, when I want
21 to open up an account to have some funds, purchase
22 and pay bills and things like that, she don't want to
23 be part of that.

24 Q. So it would be your testimony that the accounts for
25 Le Feather, LLC show no contribution from Tuyet White

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 prior to her disassociation?

2 A. None.

3 Q. Okay. Regardless of Tuyet's alleged tax issue, she
4 was able to get a retail -- y'all were able to get a
5 retail business license, correct?

6 A. I suppose. I didn't cross that.

7 Q. You got a retail business license for the clothing
8 store; is that right?

9 A. I did, and after she was out.

10 Q. Not before she was out?

11 A. No, sir.

12 Q. So y'all never opened the doors? Never did any --
13 any business?

14 A. No, sir.

15 Q. Okay. Because the only business that was running
16 under Le Feather, LLC was the nail salon?

17 A. No. Nail salon's got nothing to do with the Le
18 Feather, LLC. It's for the clothing store.

19 Q. So we won't find any -- any payments made from Le
20 Feather, LLC, or made to Le Feather, LLC by Tuyet
21 White that were made from the nail salon?

22 A. She -- she repaid me money out of her account that I
23 loaned her some funds, yes, prior.

24 Q. Okay. Do you have any proof that Tuyet's tax issues
25 affected the LLC?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I don't have any proof at all. I don't know if --
2 you know, what her business is.

3 Q. Do you have any proof that the LLC was not formed for
4 -- to separate the personal from the business?

5 A. One more time. What?

6 Q. Do you think that the LLC was formed to separate
7 personal from business?

8 A. I was trying to protect the clothing store when the
9 LLC was formed. That's all I know. She have an LLC.
10 She know what an LLC is.

11 Q. But it's your testimony the clothing store wasn't in
12 existence at the time?

13 A. No. It was for to open the clothing store.

14 Q. Okay. And do you know, did you know that Tuyet's
15 personal tax issues would not affect the LLC?

16 A. I wouldn't know that. I'm not a tax person or a
17 professional in that field. No, I wouldn't know.

18 Q. Did you tell Tuyet that these -- this ID fraud could
19 harm the LLC? Did you tell her that?

20 A. No, sir, never.

21 Q. Okay. So you wouldn't because that would be untrue;
22 is that right?

23 A. I wouldn't because I wouldn't even know about
24 anything like that. I'm not an attorney or anything
25 like that.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. The building that is owned by the LLC, who found it?

2 A. Mr. Rutherford approach me -- who found the building?

3 Q. Yeah.

4 A. What do you mean, find it? It's there.

5 Q. Who was the first person out of you and the defendant
6 to determine this was the best spot for a nail salon?

7 A. I drove by one day when it was in construction. I
8 stopped and I spoke to a gentleman there, and because
9 the building was up for sale, I'm looking to open a
10 business, and I spoke to him. And one of the guys
11 that was working in there, I think the guy that
12 worked for O'Kane -- I forgot his name. Anyway, long
13 story short, I informed Mrs. White, hey, they're --
14 got a building there and I think there's space
15 available. And where she was at was down at Wingate.
16 I don't recall the address. And so she said, you
17 know, this is kind of big; it would be small; you
18 know, let's look into renting a place. And I said,
19 yeah, that sounds good. And so, yeah, I'm the one
20 that found it first because I drove by there.

21 Q. Early on when you first alleged -- when you said you
22 found it, not Tuyet found it, did y'all already
23 engage in discussions about what it would cost to buy
24 the building?

25 A. No. No. We were renting.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. When did y'all first engage --

2 A. There's no y'all.

3 Q. -- in discussions?

4 A. There's no y'all discussion or anything. I decided
5 to buy the building. But when -- when the
6 opportunity arise to buy the building after I rented
7 it, several months later, Rutherford came and he
8 said, you know, do you want to buy the building? You
9 know, because I guess him, and Spencer is the name of
10 a lady, and whoever it was involved, they wasn't
11 happy with whatever situation this building was built
12 or whatever. And I said, that's fine, you know,
13 because it's up for sale. And I offered it to her.
14 I said, you know, hey, the building was up for sale.
15 Instead of renting, you know --

16 Q. When did this business -- when did that building
17 first come up for sale?

18 A. I think -- you know, the top of my head, I don't
19 recall.

20 Q. Was it sometime before the decision to purchase the
21 property was made?

22 A. He came and he -- he asked me -- you know, we were
23 renting. About a month or so. Maybe two months or
24 so, somewhere. A month maybe.

25 Q. Okay.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. And then he -- he offered to -- to sell the building.

2 Q. Did you -- the first -- when you first negotiated,
3 was it you or Tuyet that negotiated the rental on --
4 for the nail salon the very first time with Mr.
5 Rutherford?

6 A. Okay. Say again.

7 Q. Was it you or Tuyet that negotiated the rent the --
8 the only thing that was rented at the very beginning
9 was the nail salon, correct? Just one -- one -- one
10 of the three locations; is that right?

11 A. No, sir. Both of them were rent together.

12 Q. So you rented both of them --

13 A. Not together, excuse me. We rent at the same time.

14 Q. Okay.

15 A. She rented her side; I rented mine.

16 Q. Okay. Did you negotiate the rental of the two?

17 A. Did I -- you know, it's been so long. She -- she
18 negotiated her side and I negotiated my side, as far
19 as I remember. And then we agreed to a number, to
20 the 1,100 bucks a month. And then he said, if you
21 pay in advance six months, I'll give you one month
22 free.

23 Q. Sure.

24 A. That's when -- that's when I said, that sounds good;
25 I'm going to jump on it. And then, of course, she

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 131

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 wanted to move her location from where she was at,
2 and she agreed to move.

3 Q. Okay. But as far as the lease, did y'all sign it
4 together?

5 A. You know, I don't remember. It's been so long.

6 Q. Okay. Did you in your deposition testify that y'all
7 were in business together running the two businesses?

8 A. It's not together. But, you know, she help me out; I
9 help her out, yes.

10 Q. Okay. You didn't testify that you were partners in
11 that business?

12 A. Only in clothing store.

13 Q. Okay. So at the time the rental occurred, we had two
14 businesses that were starting up; one you said didn't
15 ever open.

16 A. Not yet, yeah.

17 Q. Okay.

18 A. A later date.

19 Q. So you're saying it never opened. So really there
20 was only one business opened, and so you were
21 partners with Tuyet White --

22 A. No, no, we never were partners, because her business
23 is her business; it's the Perfect Nail. I just help
24 her when we got real busy.

25 Q. Okay. But if I look at your deposition, I can't find

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 where you testified y'all were partners in the
2 clothing business?

3 A. I -- we were partners in the clothing store, because
4 half the inventory is hers; half is mine.

5 Q. Okay.. At the time of purchase, y'all were still
6 running the clothing store together, correct?

7 A. At the time of the purchase?

8 Q. Yes.

9 A. At the time of the purchase, I -- you know, it's been
10 so long. At the time of the purchase of the
11 building, the business, I think, had just barely
12 opened.

13 Q. Okay. So but you were partnered with her at the time
14 of purchase?

15 A. She's -- she's got her stuff in my building, and I'm
16 selling it and I'm giving her the funds, yes.

17 Q. Okay.

18 A. We didn't sell that much.

19 Q. Sharing in profits and losses?

20 A. She did not -- the -- the LLC got dissolved, okay.
21 She got out.

22 Q. We're not talking about the LLC dissolution. We're
23 talking about the business.

24 A. Well, hold on. Yes, it is. Yes, it is. Because
25 they're tied together here.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. WILLIAMS: Your Honor, it's a simple -- I'm
2 not asking about the LLC. I'm asking about
3 the business, what they were engaged in, the
4 purpose of their venture together. And I'll
5 get to the LLC and have ample time to talk
6 about that.

7 THE COURT: Let me ask, Mr. Le: When was the
8 clothing store opened?

9 THE WITNESS: I -- I have my notes. And I don't
10 have that. It's -- it's --

11 THE COURT: Was it before you purchased the
12 building?

13 THE WITNESS: Yes, before I purchased the
14 building.

15 THE COURT: All right. And you said that she
16 owned half the inventory and you owned half
17 the inventory?

18 THE WITNESS: That's correct, Your Honor.

19 THE COURT: So as far as the clothing store is
20 concerned, it was a partnership as far as
21 the operation of the clothing store; is that
22 correct?

23 THE WITNESS: Well, I -- the license under my
24 name. The -- the lease under my name.

25 THE COURT: Well --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 134

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE WITNESS: But the inventory is hers.

2 THE COURT: Half the inventory is hers?

3 THE WITNESS: Half. Half is mine.

4 THE COURT: And half is yours?

5 THE WITNESS: Yes.

6 THE COURT: So did y'all share the profits and
7 loss in that business?

8 THE WITNESS: That's correct.

9 THE COURT: Okay. And then when you created the
10 LLC --

11 THE WITNESS: No, no. The LLC was created prior
12 to the clothing store opening.

13 THE COURT: Okay. It was -- the LLC was created
14 prior to you buying the --

15 THE WITNESS: Yes.

16 THE COURT: -- buying the building?

17 THE WITNESS: Yes, sir.

18 THE COURT: And --

19 THE WITNESS: And she got out before I purchased
20 the building.

21 THE COURT: Okay. All right.

22 BY MR. WILLIAMS:

23 Q. All right. And again, when she allegedly got out,
24 there was no consideration paid to her, no value paid
25 to her, correct?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 135

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. She didn't have nothing in the LLC.

2 Q. Okay. Is it also true that you and Ms. White filed a
3 lawsuit subsequent to the purchase of this property
4 against the former owner of this property?

5 A. Yes, because he didn't refund our money.

6 Q. Okay. Our money, correct?

7 A. Because her -- her side was hers and my side was
8 mine. And because he did not refund his -- I mean
9 mine and hers at that time, so when we did the
10 lawsuit, I believe Mr. --- M -- M -- M -- M --
11 McGuire, I believe he's the one that did the lawsuit.

12 Q. All right. In your testimony in your deposition, you
13 testified, "We rented the building, we sued him, and
14 we got money back." Is that right?

15 A. At that time.

16 Q. What was your answer one more time?

17 A. Your question again?

18 THE COURT: You answered that at that time it was
19 correct.

20 MR. WILLIAMS: Okay. Okay.

21 BY MR. WILLIAMS:

22 Q. And this was because you and Tuyet were business
23 partners, right?

24 A. If you consider that.

25 Q. I'm sorry?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 136

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. If you consider that half the inventory hers, half
2 mine at that time, yes.

3 Q. You ran the nail salon together, right?

4 A. No.

5 Q. So you didn't testify that you worked in the nail
6 salon?

7 A. I helped her. I did not work there.

8 Q. Okay.

9 A. I did not get paid for her nor --

10 Q. Did she run the clothing store at times?

11 A. Yeah. She --

12 Q. Did, even after, well down the road, did she run the
13 seafood market a fair amount of times?

14 A. When I was gone, she helped me run the market because
15 I took the child to Vietnam and purchased more
16 clothing.

17 Q. In fact, at the time, you had no other employees; she
18 was the only person assisting you running that
19 seafood market?

20 A. We had -- we had a boy named Michael Ruthosky that
21 was helping. I believe there was a lady named Debbie
22 that helped out. I'm trying to think. Bertha Riley
23 was the other one that was helping out.

24 Q. Okay. When you went out -- would you explain to the
25 Court, you'd go out of town for a month at a time, a

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 month plus at a time; is that right?

2 A. Yes, sir.

3 Q. Multiple times a year?

4 A. Yes, sir.

5 Q. Okay. And the only person that had the check writing
6 authority, the only person that could receive goods,
7 the only person that could sell goods was the
8 defendant; is that right?

9 A. And -- and Dan Mishu.

10 Q. Okay. So Dan Mishu had check writing authority to
11 pay bills?

12 A. No, no, no. She never had a check writing authority.
13 She had a credit card that I left. Anything that
14 needed to be purchase with my shop put on the credit
15 card.

16 Q. Tuyet White had a credit card?

17 A. I gave each employees or a person that helped or what
18 have you, you know, but I don't have any, so what I
19 do is I create a card.

20 Q. Uh-huh.

21 A. A credit card, so that they can use to pay for the
22 purchase that week or whatever come in.

23 Q. Did you provide a copy of any other card other than
24 the card that was provided to Tuyet White, any other
25 employee had a name on the card?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I don't have any other employee --

2 Q. Okay. Any other partner --

3 A. -- that I trust. Because she's the mother of my
4 child, so yes, I gave her a card.

5 Q. So she was the only one with a card in her name?

6 A. Every time you add somebody on, this is a card that
7 that's the only name that is put on it.

8 Q. Okay. But she was the only one added?

9 A. No, Michael Ruthosky had one.

10 Q. Do you have a copy of his card that -- where he was
11 on it?

12 A. It's been so long. It's been so long. No.

13 Q. Okay. But you were able --

14 A. The account -- the account would be closed.

15 Q. Okay. We're able to see the card that you provided
16 to Tuyet, allegedly?

17 A. Say again.

18 Q. Did anybody other than Tuyet have the ability to
19 write checks on the Le Feather, LLC accounts?

20 A. Nobody write checks. Only me.

21 Q. So you're saying that in your deposition you didn't
22 testify that you gave the bank instructions to allow
23 her to write checks?

24 A. I gave her permission to deposit money. Okay. As
25 far as purchase, though, we always put it on the

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 credit cards, as far as I remember.

2 Q. All right. But it's your testimony that she never
3 had the authority to write checks?

4 A. You know, it's been so long. I -- I -- you know,
5 sometimes, when I'd leave the country, I'd write a
6 note to the bank saying to give her permission to pay
7 certain bills or whatever. You know, I -- I don't --
8 it's been so long.

9 Q. Okay. And I'm going to regress briefly. I'm going
10 to show you a lease agreement. If you will look at
11 that and tell me what you -- tell the Court what it
12 is.

13 MR. LANIER: Can I see it?

14 MR. WILLIAMS: This is what he's looking at now.

15 A. This is the same one I did the lease for Mrs. White.
16 And yes, I know this at that time, because he said he
17 only got one copy, we'll put it all combined, make it
18 all together at once. I said that's fine.

19 Q. And that lease agreement is between Rutherford and
20 Feather Le, LLC, correct?

21 A. Yeah, at that time, she was in the LLC. That's
22 correct.

23 Q. Okay. But that was the initial lease --

24 A. For renting the building.

25 Q. -- for this property? There's no other lease other

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 than this for that property, correct?

2 A. None.

3 Q. Okay. So the only lease that ever existed with my
4 client and Rutherford was a lease that you and she
5 signed as Le Feather, LLC, and in fact I think you
6 only signed it, right?

7 A. I don't -- I don't remember.

8 Q. Okay.

9 MR. WILLIAMS: I'd like to mark this as
10 Defendant's Exhibit 3.

11 (Defendant's Exhibit 3 is marked.)

12 A. I think we both signed it. But I don't remember.

13 THE COURT: Any objection, Mr. Lanier?

14 MR. LANIER: I'm just looking at it, Your Honor.
15 Just give me just a moment, please.

16 A. See, at that time, she was in the LLC. And that's
17 why it's created. I mean, it was under the LLC. I
18 had leased the building. Because he --

19 MR. WILLIAMS: I would like to offer this into
20 evidence as Exhibit 3.

21 THE COURT: Let's see if Mr. Lanier has an
22 objection.

23 MR. WILLIAMS: And I'm going to pre-mark this as
24 20. That's the one I just gave him before
25 that.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 (Defendant's Exhibit 20 is marked.)

2 MR. LANIER: Where's the signatures?

3 MR. WILLIAMS: It doesn't have the signatures on
4 it, I don't think. It looks like a notary
5 signed it. But we have the lease here with
6 the signature on it. That's -- and we got
7 that from them? Okay. That's the one y'all
8 provided to us.

9 MR. LANIER: Okay. Doesn't have any signatures
10 on it?

11 MR. WILLIAMS: That's right.

12 MR. LANIER: Okay.

13 THE COURT: Is that a no objection, Mr. Lanier?

14 MR. LANIER: Huh?

15 THE COURT: No objection?

16 MR. LANIER: No objection. I just noted that --

17 THE COURT: No signatures.

18 MR. LANIER: -- apparently we produced this in
19 discovery and it didn't have any signatures
20 on it.

21 THE COURT: All right.

22 (Defendant's Exhibit 3 is admitted into evidence.)

23 BY MR. WILLIAMS:

24 Q. All right. I'm going to hand you what's marked as
25 Defendant's Exhibit 20. Do you recognize that form?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes, I do.

2 Q. In that form, you indicate your officers include the
3 defendant, correct?

4 A. Well, there's -- okay, because this is a form and
5 then you have to fill in the spot here, so whatever
6 they have there I just fill it in. And whoever,
7 contact, first person, second part. Yes, I did. And
8 name a reference. It's just a regular form, so I
9 can't alter it or anything. But yes.

10 Q. Okay. Lana White, that is another way to describe
11 Tuyet White; is that right?

12 A. I -- I have right here, Michael --

13 MR. WILLIAMS: That's the one I handed you a
14 minute ago. Do you need to look at it
15 again?

16 MR. LANIER: Okay. I got it. I got it.

17 THE WITNESS: It's Michael and Lana, that's
18 correct. Michael Ruthosky.

19 BY MR. WILLIAMS:

20 Q. Lana is the defendant in this action, correct?

21 A. That's correct.

22 Q. Okay. And on this form, which is dated in '07 --

23 A. That's correct.

24 Q. Subsequent to the purchase of the property, correct?

25 A. That's correct.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 143

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. It says officer is Michael and Lana. Contact person,
2 Lana White or Feather Le.

3 A. That's correct.

4 Q. So on this form, you indicated to Imex Trading
5 Company that Lana was authorized as an officer of the
6 -- of the entity, the seafood business, the Le
7 Feather, LLC and Seafood on this form, correct?

8 A. Because at that time Michael and her did the order
9 off and on when I was gone. And because the form
10 says the officer, so I just left the way it is, yes.

11 Q. Okay.

12 A. And contact person, because half the time I'm not
13 there; sometime I'm there, Michael took care of the
14 business, and her, so I went ahead and put her name
15 and mine. That's correct.

16 Q. Okay.

17 A. And if you look, it says, authorized to place order,
18 it says Feather, Lana and Mike.

19 Q. Okay. And I got that. So she in 2007 is operating
20 as an officer of Le Feather, LLC?

21 A. No. Not as an officer of the LLC, no.

22 Q. Okay.

23 A. Because it's just a form.

24 Q. Okay. You testified earlier that she doesn't -- she
25 wasn't a part of the seafood -- she wasn't a manager

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 of the seafood.

2 A. No. I -- I said when I leave the country, she help
3 me out, yes.

4 Q. Okay.

5 A. And so the only way this company is going to let her
6 order is to have this form filled out. And because
7 this form says that, I just leave it the way it is,
8 yes.

9 Q. Okay.

10 MR. WILLIAMS: I'm going to admit this as
11 Plaintiff's 20 -- or Defendant's 20. Excuse
12 me.

13 THE COURT: Any objection, Mr. Lanier?

14 MR. LANIER: None, Your Honor.

15 THE COURT: So admitted.

16 (Defendant's Exhibit 20 is admitted into evidence.)

17 MR. WILLIAMS: I'm going to hand you the original
18 so I can open it for the Court. Your Honor,
19 at this time, I'm going to offer in the
20 deposition of Mr. Le. I'm going to make it
21 Defendant's Exhibit A, the sealed copy of
22 that deposition.

23 MR. LANIER: Why don't we do this? That's not
24 normally how we do it, but if they have no
25 objection, I'll just offer her deposition as

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 well.

2 MR. WILLIAMS: I'm only offering it for the --
3 for impeachment, the specific items that he
4 says. Excuse me. I'm not offering the
5 entire deposition into evidence. But I -- I
6 want to note that it's sealed. I want to
7 mark it as Exhibit A. I want to read the
8 excerpts from the sealed deposition.

9 MR. LANIER: Okay.

10 MR. WILLIAMS: I'm not suggesting we admit into
11 evidence the full deposition.

12 THE COURT: That's fine. That's fine.

13 MR. WILLIAMS: Is that a fair --

14 MR. LANIER: That's fine.

15 MR. WILLIAMS: Okay.

16 MR. LANIER: Are you going to do that now?

17 MR. WILLIAMS: I am.

18 MR. LANIER: Okay.

19 (Defendant's Exhibit A is marked.)

20 BY MR. WILLIAMS:

21 Q. If you'll open the -- what's been marked as
22 Defendant's Exhibit A.

23 MR. WILLIAMS: And I guess the proper phrase
24 would be, Your Honor, I'm not offering it
25 into evidence, but I'm asking that it be

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 marked as an exhibit for reference purposes
2 for today.

3 Q. If you'll turn to page 42..

4 A. Forty-two. Okay.

5 Q. On the prior -- and I should have referenced 41. On
6 the prior page, you indicate that you weren't aware
7 whether or not there was anyone else authorized on
8 the signature card with Bank of America for the Le
9 Feather, LLC account; is that correct?

10 A. Where is it now?

11 Q. Bottom of page 41.

12 A. Line?

13 Q. The question is on line 21.

14 A. Okay.

15 Q. And then if you'll read your response on line 23 and
16 the question on 25.

17 A. Okay.. "Did you sign a signature card with Bank of
18 America for that bank account?" I -- I don't
19 remember. Like I said, it's been so long. I'm not
20 sure.

21 THE COURT: He's asking you to read the -- read
22 your answer --

23 THE WITNESS: Okay. Read.

24 THE COURT: -- out loud, Mr. Le, for the record.

25 THE WITNESS: Okay.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 147.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: So if you'd do that.

2 A. "It's been so long, but I'm not sure every bank will
3 make you sign one, yes."

4 Q. Okay. And I asked, "Are you aware of anyone else
5 signing a signature card, either the First Citizens
6 account or the Bank of America account?" And what is
7 your answer?

8 THE COURT: If you'd read that answer again, Mr.
9 Le.

10 Q. On line 3, on page 42.

11 A. Oh, on line 3.

12 Q. On page 42. The following page.

13 A. Oh, the following page. Which one? Line 3?

14 THE COURT: Yes, sir.

15 Q. That's right.

16 A. "I don't recall. It's been so long."

17 Q. Okay. And then you're asked, "Is it possible someone
18 else did?" And, you know, your response is, "What do
19 you mean, is it possible someone else did?"

20 A. Uh-huh.

21 Q. And then in the question starting on line 7, "Is
22 there anyone else who would have given -- or is there
23 anyone else you would have given authority to sign on
24 the First Citizens or Bank of America accounts?" And
25 if you'll read your answer on line 15.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 148

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. "When I'd leave, I would write a note to the bank,
2 you know, whom I leave, so that they can write a
3 check and pay for the product and order, yes. But as
4 far as that goes, I don't recall. It's been so
5 long." That's correct. I -- I don't recall.

6 Q. Okay. And then I asked you, "So what you're telling
7 me is you've given other people specific authority to
8 sign on certain amounts or certain checks?" And your
9 answer on page 43, line 1 and 2, is what?

10 A. You never asked me these questions.

11 Q. Well, Mr. Russ --

12 A. Yeah.

13 Q. The plaintiff -- the defendant asked you these
14 questions.

15 A. Okay. Now, what -- where was that again?

16 Q. So your answer is on page 43, line 1.

17 A. "Certain period of and certain amount on the check,
18 yes." Like I said, I didn't recall.

19 Q. Okay.

20 A. So I just answer.

21 Q. On line 5, you were asked, "Who would you have given
22 authority to during these periods of time?" What's
23 your answer, starting on --

24 A. "When I leave the country, I give Mrs. White a letter
25 to the bank stating that have authority to go into an

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 account and pay wherever she needed."

2 Q. Okay. So your testimony that Ms. White did not have
3 authority to write checks on the account is not
4 correct, correct?

5 A. I -- I told you a lot, this has been so long, I do
6 not remember.

7 Q. Okay.

8 A. But like I told you earlier, when I leave, I do leave
9 a note with the bank.

10 Q. Okay.

11 A. And then that way, you know, they have authority to
12 go in and out of the account. But I do not recall.

13 Q. Okay. But on December 21st of 2015, you recalled
14 that, "When I leave the country, I give Mrs. White a
15 letter to the bank stating she have authorization to
16 go into my account and pay whatever she needed."

17 A. Yeah.

18 Q. Okay.

19 A. I did say that.

20 Q. All right. And again that goes back, because you and
21 Tuyet were running these businesses together; is that
22 right?

23 A. Well, she help me out when I help her out, yes.

24 Q. Okay. All right. As a partner of the LLC, Tuyet was
25 given that credit card, and it's -- I'm going to give

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 you a copy of it. I guess I can mark the original,
2 but I'll -- here's a copy.

3 MR. WILLIAMS: If I can mark this as 35.

4 (Defendant's Exhibit 35 is marked.)

5 Q. I'm going to hand you a card that says it's valid
6 08/08 through January of 2010. So from August of
7 2008 through January of 2010, Tuyet White has a
8 credit card with her name and Le Feather, LLC; is
9 that right?

10 A. That's correct. I leave her credit card so she can
11 pay for items that needed, yes.

12 Q. This is the business card for Le Feather, LLC?

13 A. That's correct.

14 MR. WILLIAMS: Okay. I'd like to introduce that
15 copy of the front image as Exhibit 35.

16 MR. LANIER: No objection.

17 THE COURT: Without objection, so admitted.

18 (Defendant's Exhibit 35 is admitted into evidence.)

19 BY MR. WILLIAMS:

20 Q. When you and Ms. White -- you testified y'all
21 received money back from Mr. Rutherford; is that
22 right?

23 A. Sixty-six hundred dollars for her side; \$6,600 for
24 mine, yes.

25 Q. All right. And you received all of that money,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 though, right?

2 A. Yeah. Because she owed me money, she told me to go
3 ahead and take out of that.

4 Q. So you took her \$6,600 and the \$6,600 that you allege
5 was yours all from Le Feather, LLC, and you put that
6 in your personal bank account?

7 A. I -- yeah, I don't remember, but probably, yeah.

8 Q. Okay. Doesn't it make sense that if someone believed
9 they were partners in an LLC, had a credit card
10 issued for the corporation, was a contact person on
11 the credit applications, that they were in fact a
12 partner of the LLC?

13 A. No, sir. She was clearly -- she did not want to get
14 involved in the LLC. She understood because she have
15 an LLC. She run five businesses for God's sake. She
16 got driver's license. She got -- passed a U.S.
17 citizenship. She -- a cosmetology course, and pass
18 the state board examination. She know what she was
19 doing.

20 Q. Okay. But y'all continued to operate with her
21 running basically all three stores at one point,
22 correct?

23 A. No, because the clothing store was closed down, and
24 then she decide to keep that building because she was
25 planning to expand the nail salon. The fish market,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 because, you know, I'm taking care of the child, she
2 willing to help out, keep the market open, because
3 other things that I was doing overseas, it to get
4 clothe -- you know, some of the stuff I had over
5 there.

6 Q. Do you recall amending the registered agent of Le
7 Feather, LLC in 2012?

8 A. Registered agent 2012?

9 Q. Do you recall going to the Secretary of State or
10 requesting that they change --

11 A. Oh, I changed the address, yeah. Because what
12 happened was I finally realized, at that time, I was
13 using her address when I first got here, so I changed
14 to my address.

15 Q. Okay. So any registered mail directed to Le Feather,
16 LLC would have gone to Tuyet White's home address?

17 A. I -- you know, that's -- that's one of the thing I
18 overlooked, and that's why I changed the address.

19 Q. All right. In 2006, it's your testimony earlier that
20 you recognize the purchase of this building was an
21 opportunity for both of y'all; is that right?

22 A. I gave her an opportunity to get in, but she opt not
23 to.

24 Q. Okay. You -- it's your testimony that you paid the
25 \$160,000 for the closing to occur?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 153

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. That is correct.

2 Q. Okay. In your deposition -- well, first let me ask
3 you this: Did Tuyet White not give you any money for
4 the closing of that property?

5 A. Zero, sir.

6 Q. Okay. In your deposition, on page 49 -- and if
7 you'll read 49 and 52 for me real quick.

8 A. Forty-nine and what?

9 Q. I'm going to get you to read page 49, line 11.

10 A. Line 11.

11 Q. Your answer to the -- the -- to the -- to a prior
12 question. Start with line 11, "She paid me," and
13 read that.

14 A. This -- this is the -- she owe me --

15 Q. That's not your answer. Read your answer.

16 A. Okay.

17 THE COURT: Read your answer, Mr. Le.

18 A. All right. The answer is, "She paid me \$40,000
19 because I demand it back. Because the opportunity
20 arise for the building, yes."

21 Q. Okay. And you said she paid you \$40,000. You said
22 you demanded it back, alleging it was a loan, in your
23 deposition. And it just happens to be that that
24 happened at the same time the opportunity arose to
25 purchase this building?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Sir, when the opportunity arise, I demanded all my
2 money back and she paid me back. That is correct.

3 Q. Okay.

4 A. Before I purchased, because I need my money to buy my
5 building.

6 Q. And this money, there's no -- you know, you reference
7 bank records to show that you had loaned her money or
8 gave her money, but you've not been able to produce
9 any bank records suggesting you gave her any loans;
10 you've not produced any document, any promissory
11 note, no document that suggests you had any loans to
12 Tuyet White; is that right?

13 A. I have transfer to her, yes.

14 Q. Okay. Do you have a document to show where you
15 transferred to her, prior to her giving you this
16 \$40,000, money?

17 A. Yes. Yes, I do.

18 Q. Okay.

19 A. Yes, I do.

20 Q. And what exhibit are those or what -- can you produce
21 those right now?

22 A. I -- I don't know what exhibit, but it's coming right
23 now.

24 Q. And while she's digging it up, shortly after -- your
25 testimony, shortly after she paid you that \$40,000,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 she paid you another \$50,000?

2 A. You know, at that time, I do recall that, yes.

3 Q. Okay. So right around the time this -- this \$160,000
4 had to be paid at closing, Tuyet gave you \$90,000 at
5 least?

6 A. Because I demanded my money back. That's correct.

7 Q. Okay. Your Le Feather, LLC account will show where
8 the forty and fifty thousand dollars were made via
9 wire transfer from Tuyet's personal account, correct?

10 A. I'm pretty sure, yeah.

11 Q. They were made on lines of credit, like the \$50,000
12 line of credit she had with Bank of America, correct?

13 A. I don't recall what account she have, but I loan her
14 to put in the line of credit prior to that, as I
15 remember.

16 Q. Okay. I believe your assistant here is looking for
17 some document to suggest where you loaned this --
18 this \$100,000 to Tuyet White.

19 A. Plus, yes.

20 Q. Okay. You didn't turn over your personal banking
21 records in discovery; is that right?

22 A. I don't remember.

23 Q. Okay.

24 A. You got whatever that I had, I believe.

25 Q. In fact, your personal banking records would reveal

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 somewhere just in -- in cash -- in transfer from bank
2 accounts, somewhere around \$140,000 transferred from
3 Tuyet White to --

4 A. I -- I don't recall right this second, talking
5 numbers.

6 Q. Do you --

7 A. I -- I -- I have -- everything I have is on my bank
8 records.

9 Q. Did you also go with Tuyet White to her bank to look
10 in the contents of her safety deposit box?

11 A. Off and on. We did that quite often.

12 Q. When attempting to fund further operation of this
13 LLC, Tuyet White turned over all of the cash, sold
14 all of the diamonds she had, sold everything so that
15 she could help fund this business venture; is that
16 correct?

17 A. No, sir.

18 Q. Okay.

19 A. Diamond, that's something new.

20 Q. Okay. So no cash was ever -- you've never received
21 cash from Tuyet White?

22 THE COURT: You've got to answer verbally.

23 THE WITNESS: Oh.

24 A. No. Sorry.

25 Q. Going back to your prior testimony, how much was her

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 alleged rent per month?

2 A. How much is -- say what again?

3 Q. You allege she owed you rent for the rental of one
4 unit --

5 A. Approximately 76,000.

6 Q. Okay. What was it per month?

7 A. A thousand per month.

8 Q. Okay. But one of those was a area that y'all
9 operated together?

10 A. Because I took that side back.

11 Q. Okay.

12 A. When -- when I -- in 2010, I took the -- the key for
13 that side and Le Feather Seafood from her.

14 Q. How did she pay you all this rent?

15 A. Say it again, sir.

16 Q. How did she pay you all this rent?

17 A. Through her bank account.

18 Q. Okay. And most of the transfers were electronic
19 transfers from a computer, correct?

20 A. I -- you know, as long as I get paid, I don't care
21 where it came from.

22 Q. Were you the one that would make the electronic
23 transfers on her computer?

24 A. No.

25 Q. Did you ever make an electronic transfer using a-

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 computer from her account?

2 A. No. She does that.

3 Q. Okay. When in 2010 did she no longer have the -- the
4 -- I guess the clothing store opened?

5 A. When that what?

6 Q. When did -- in 2010 did y'all close the clothing
7 store?

8 A. The clothing store was closed way before 2010.

9 Q. So what was there that she was allegedly paying rent
10 on?

11 A. She wanted to keep the building so she can expand the
12 nail salon for the longest time. What she had in
13 there was her one pedicure chair, some other
14 clothing, and -- let's see what else. They came to
15 pick all that up.

16 Q. Okay. I'm going to hand you what you produced in
17 your discovery.

18 MR. WILLIAMS: Lewis, I'm going to reference
19 this. Can you also give me Exhibit 17?

20 Q. I'm going to give you another document that is also
21 marked as "Rent Received from Perfect Nail" that you
22 provided. These are just typed-up Word documents, I
23 believe.

24 A. Yes, I do remember those.

25 Q. Are these your notes of what you claimed that -- rent

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 159

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 that you received from Tuyet White's business to Le
2 Feather, LLC?

3 A. Yes, sir.

4 Q. For instance, in August of 2006, on the one that's
5 typed up in an Excel spreadsheet, you allege that you
6 received two payments in September to make up for the
7 August 2006 rent payment.

8 A. That's what I recall.

9 Q. Okay. But do you see that it doesn't reference that
10 on this typed-up Excel spreadsheet?

11 A. What do you mean, reference? I don't understand.

12 Q. So one you say that you were receiving these two rent
13 payments in September of 2006. And then you say no
14 rent was received in August of 2006. But yet I've
15 got a receipt provided that you say a cash payment
16 was made for \$2,000 on August 4th, 2006.

17 A. This what happened, was when she pay in the month
18 after, so I made a receipt for it. That's for the
19 record, yeah.

20 Q. Would you agree with me that your receipt book that
21 you provided shows that this spreadsheet where you
22 calculate the \$76,000 or whatever of rent --

23 A. Uh-huh.

24 Q. -- that it's not accurate?

25 A. No, it is accurate, because she missed one month.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 160

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 She paid for that month, so I write a receipt for
2 that month to keep in my book, yes.

3 Q. Okay. So then on this document, August 1st, 2006,
4 zero dollars. No rent received on the 1st.

5 A. On 2006? Now, what --

6 Q. That's right. The very -- third -- the third line
7 down at the very beginning.

8 A. Oh. Third line down.

9 Q. Third line down.

10 A. One, two, three. Yeah.

11 Q. But this receipt you provided, if you'll look at
12 that, you handed her a cash receipt.

13 A. No. Because what happened, like I said, she paid the
14 month after for that month, and that's why I gave her
15 a receipt for that month, yes, because she done paid
16 for that month, even though a month late.

17 Q. But you dated the date as August 4th, 2006.

18 A. For that month. She paid for that month, sir.

19 Q. All right. Is it a true statement --

20 A. Here. Another one.

21 Q. -- that Tuyet White and you had worked out an
22 agreement how to help each other on your taxes, your
23 personal taxes, in order to collect rents through the
24 LLC?

25 A. No, sir. Never.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 161

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And these distributions that Tuyet White made
2 from her account to Le Feather, LLC, what -- where
3 did they come -- why are they -- why were you getting
4 distributions like \$35,000, receipt -- you know,
5 transfers of \$100,000? Why are you getting those
6 receipts into Le Feather, LLC?

7 A. What do you -- what are you -- clarify your question
8 there.

9 Q. Did Le Feather, LLC, in any of the documents -- I
10 think your secretary has been looking through them.
11 You've been unable to find any payments, loans made
12 to Tuyet White prior to her giving you this hundred-
13 plus thousand dollars, yet your bank, Le Feather, LLC
14 shows where well in excess of \$100,000 was
15 transferred from her personal account to the Le
16 Feather LLC account.

17 A. I do have it.

18 Q. Okay. Well, could you provide those?

19 A. Well, I'm not there, so I'd let them work on it.

20 Q. Do you need me to come down here and find them?

21 A. She just organized it already, so I'll let her find
22 it.

23 MR. WILLIAMS: Your Honor, I'd like to give them
24 a break to see if they can find some
25 document that, you know, they weren't able

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 to produce in discovery. I'd like to see if
2 they're able to produce it now.

3 THE COURT: That's fine.

4 MR. WILLIAMS: So we'll take a couple minute
5 recess.

6 THE WITNESS: Go down there and I can talk to
7 them?

8 THE COURT: That's fine. See if they've got it.
9 You can just talk about the documents,
10 though.

11 THE WITNESS: Got you.

12 (A recess is taken from 1:23 p.m. to 1:26 p.m.)

13 MR. WILLIAMS: This was what y'all -- he's
14 intending to go by.

15 MR. LANIER: Okay.

16 MR. WILLIAMS: Okay.

17 MR. LANIER: And so it hadn't been produced in
18 discovery and now he's going to continue his
19 cross examination.

20 MR. WILLIAMS: Sure.

21 THE WITNESS: Okay.

22 BY MR. WILLIAMS:

23 Q. All right. So I've got a document here that you
24 produced giving dates of certain transactions. And
25 it's your testimony that this, like where you're

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 saying that you bought Priceline -- all these
2 airplane tickets and stuff, these are loans?

3 A. Yes, sir.

4 Q. To my client?

5 A. Yes, sir. Because she -- she repay me.

6 Q. Okay. And -- and just to be clear, you didn't
7 provide all the -- these -- this bank account ending
8 in 6930 where you're buying all these airline tickets
9 and, you know, some of them are for children. You
10 know, I guess --

11 A. These are all --

12 Q. -- some of them are for your children?

13 A. These are for her -- hers.

14 Q. And these are your loans?

15 A. Yes. She repay me.

16 Q. Okay.

17 A. We agreed on that.

18 Q. And you're going by a summary saying, like for
19 instance, like buying these tires, that these were
20 loans to Ms. White?

21 A. Yeah.

22 Q. Okay.

23 A. Because she knew when I bought the tires, she said
24 she's going to pay me back, yes.

25 Q. Okay. And all of these disbursements, these payments

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 164

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 from back in like 2004 forward, it's your testimony
2 that despite no promissory notes, despite no -- no
3 evidence to suggest they're any kind of loan, that
4 because you put on a -- on a spreadsheet that somehow
5 she may have benefitted, whether indirectly or
6 directly, that that was a loan?

7 A. She and I agreed --

8 Q. Okay.

9 A. -- that I get this stuff, she'll pay me back. And
10 that's what she did.

11 Q. Okay. And it just so happens that this all happened
12 where she paid you back at the time that the business
13 was bought?

14 A. Because I demand it back, yes.

15 Q. Okay.

16 A. I need the money to buy my building, yes.

17 Q. And there's no written documentation of this request;
18 there's no -- no witness that would suggest that that
19 was any kind of repayment of the loan, no evidence
20 other than you drafting this spreadsheet from back in
21 2004 with all of your expenses on it?

22 A. In '4 all the way through '6. You're talking about
23 '6. I got them.

24 Q. Okay. All the way back from 2004, though?

25 A. Yes.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 165

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. And in 2004, you were living in California, correct?

2 A. No. I was here first. I completely moved here in
3 '05.

4 Q. Okay. So we're talking about a lot of -- a lot of
5 things, expenses for airfare and what not, and you're
6 living in California at the time, and you're --

7 A. I took care of her two children in California because
8 -- for a short period of time because of she's worry
9 about Hi Lam kidnapping them.

10 Q. Okay. And at the time this is happening, you're
11 actually working for a computer sales, CKE, right?

12 A. No, Son Le Enterprise Computer Sales and Service.

13 Q. If I did a background of CKE, who owned that?

14 A. CKE?

15 Q. Yeah.

16 A. There's no CKE.

17 Q. Or is it a CK -- C something? What's the name of
18 that enterprise that you used to work with?

19 A. CMK Enterprise you're talking about. That would be
20 Leslie Koo.

21 Q. Okay. And that's where you were working in
22 California, correct?

23 A. No. I changed it to Son Le Enterprise.

24 Q. Okay. And you purchased that business from them?

25 A. Do I purchase --

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Did you purchase that business?

2 A. I started that business.

3 Q. Okay. So at the time, that CK Enterprise or
4 whatever, that was your business from the outset?

5 A. Yes, sir.

6 Q. Were you the registered agent of that business?

7 A. No. It's Leslie Koo.

8 Q. Were you on the articles of incorporation for that
9 business?

10 A. No, sir.

11 Q. Okay. So similar to this, you weren't on the
12 articles of incorporation, you weren't a registered
13 agent, you weren't identified as a member, but you
14 had an interest. How big was your interest in that
15 business?

16 A. No, no, no. What happened was all -- what happened
17 was, when -- during the flood -- it was a flood, and
18 so I helped a lot of people get their computer up and
19 running for free. There was an ad, also. And she
20 said I'll help you, and what we're going to do is go
21 ahead and use this for now just so you have a name.
22 And that's how I started. And then when we were all
23 done and over with, it's Son Le Enterprise.

24 Q. Okay. And they just graciously changed it and gave
25 it to you since you were in business?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 167

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. No, no. That -- that's her stuff. That's her name.
2 I didn't bother with that. I just agreed with her
3 and that was it.

4 Q. Okay. And what did -- what was the agreement? What
5 were the terms of y'all's dissolution of CK
6 Enterprise?

7 A. That has been sold long -- I -- I -- it -- it became
8 Son Le Enterprise.

9 Q. Did you pay the -- the listed members and officers of
10 CK --

11 A. No.

12 Q. -- Enterprise anything for --

13 A. No, no, no, none of that.

14 Q. Okay. But it's your testimony today that this Son Le
15 Enterprise, it was never registered as a business,
16 correct? Never been -- never -- you never filed with
17 the Secretary of State of California?

18 A. No.

19 Q. You never --

20 A. No.

21 Q. You never obtained a business license? You never did
22 anything to formalize the business entity?

23 A. Just like we're here in the county, we don't need a
24 business license.

25 Q. Okay. All right. So there was no -- there's no

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 record to suggest that business existed, and what are
2 you -- you're here today to tell the Court that you
3 sold it for how much?

4 A. I sold it for \$75,000.

5 Q. To who?

6 A. Various people.

7 Q. Various people bought this business for \$75,000 cash?

8 A. Fifty in cash and then 25 in -- I -- you know, it's
9 been so long. It's done paid for, so I just ignored
10 it.

11 Q. Okay. But you don't know anybody -- you can't even
12 tell us who gave you all this cash, gave you these
13 assets?

14 A. Well, that's -- that's over ten years.

15 Q. Okay.

16 A. And I don't have to disclose that.

17 Q. Okay. You don't have to disclose? What do you mean?

18 A. They don't want me to disclose them.

19 Q. Well, I don't think they're protected in any way. If
20 you know who they are, please do disclose who you
21 purchased this business from or sold it to. If you
22 can give me the name of who you sold it to, that'd
23 add some credibility; would you agree?

24 A. Yeah.

25 Q. Okay. But you can't tell me?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 169

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Well, I told them I'm not going to say it. So, you
2 know, I don't think I should, because, when we did
3 the transaction --

4 MR. WILLIAMS: Judge, if you would order him to
5 answer if he knows.

6 THE COURT: Do you have any reason why we can't
7 disclose that, Mr. Lanier?

8 THE WITNESS: Okay.

9 THE COURT: So you're going to have to tell us,
10 Mr. Le.

11 THE WITNESS: Rod Daugherty.

12 BY MR. WILLIAMS:

13 Q. Rod Daugherty purchased this for \$75,000, and 50,000
14 of which was cash?

15 A. Uh-huh.

16 Q. And does he continue to operate this business?

17 A. I don't know. I mean, it's been a long time.

18 Q. Okay. And this business does computer repair and
19 sells computers?

20 A. At that time.

21 Q. Okay. And you don't know what it does now, and it's
22 still not incorporated or --

23 A. No.

24 Q. -- still has no business license?

25 A. No.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 170

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And what did you do with all this cash that
2 you had from that?

3 A. When I cash the guy's checks, Mr. Phan, I gave him
4 the cash. I cash people's checks, you know.

5 Q. Okay. And I believe it was your testimony in your
6 deposition that you walked around with a backpack
7 with \$100,000 in it; that's where you kept all your
8 assets.

9 A. When I first got here. When I first got here --

10 Q. Okay.

11 A. -- like I stated, I did.

12 Q. Because there's no record showing you had any --
13 these bank accounts don't show any balance of any
14 magnitude, correct?

15 A. I have cash from my business also.

16 Q. Okay.

17 A. When I move here, that's what I carried it in to get
18 here, yes.

19 Q. But your testimony in your deposition was that your
20 asset was this \$100,000 cash and that's it basically,
21 correct?

22 A. Somewhere around the neighborhood.

23 Q. Okay. Yet, you want the Court to believe that you
24 loaned my client \$100,000, still had \$160,000 left to
25 put down on a down payment on this, had another

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 171

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 \$100,000 to pay for the Rhoad Street property that
2 was bought through Le Feather, LLC, and start a
3 business, get inventory, and acquire what's necessary
4 to run a functioning market, correct?

5 A. Because I had some funds from overseas also. That's
6 why I've been back and forth overseas. But anyway,
7 long story short, yes, I do have the cash.

8 Q. But your testimony was just a minute ago that you
9 only had \$100,000 cash.

10 MR. LANIER: Your Honor, I believe his testimony
11 was --

12 Q. Now --

13 MR. LANIER: -- he had \$100,000 cash from the
14 transaction in California.

15 MR. WILLIAMS: I believe I asked him all -- what
16 other -- do you have any other assets --

17 THE WITNESS: No.

18 THE COURT: Well, he's --

19 MR. WILLIAMS: -- other than the \$100,000 cash.

20 He said --

21 THE COURT: He testified much earlier about that
22 he had assets in Vietnam.

23 BY MR. WILLIAMS:

24 Q. Okay. What assets did you have in Vietnam?

25 A. Before we went into business in the clothing store, I

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 have people that sell clothes in Vietnam.

2 Q. Okay. And your -- how did you liquify your assets in
3 Vietnam to be able to have cash to come here?

4 A. Well, that's why I fly there a lot, so I can bring
5 some cash back here, because in Vietnam, they only
6 deal in cash.

7 Q. How much cash at a time were you bringing over to
8 amount to such a surplus in cash?

9 A. Just legally. The legal amount.

10 Q. Do you know what that is?

11 A. Nine thousand or so.

12 Q. Okay. So you would take --

13 A. As long as it stay under 10,000, you're fine.

14 Q. Okay. Did you ever declare the cash?

15 A. You don't have to if it's under 10,000.

16 Q. So you say you don't have to declare it if it's under
17 10,000?

18 A. Yeah.

19 Q. Okay. And that cash was stock -- how much cash do
20 you have, or did you have, at the greatest amount,
21 over in Vietnam?

22 A. To name a number -- depends what I could sell it for.
23 I -- I just came back from there.

24 Q. Can you give me a round about number?

25 A. Can I ask my wife?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 173

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Well, she's not on the stand. But if you can
2 estimate. If you can't, if you don't know how much,
3 I mean, you know --

4 A. Over a couple hundred thousand.

5 Q. Okay.

6 A. Estimate. Rough estimate.

7 Q. And your \$100,000 you had in cash that was in this
8 backpack when you would go over there to get your
9 other cash, what would you do with it?

10 A. Like I said, one of the gentlemen had eighty-some
11 thousand dollars and he wanted cash. It's in my bank
12 statement there. And I cashed it for him and I gave
13 him cash, you know.

14 Q. Okay. So that was before your first trip to Vietnam,
15 you swapped somebody a check for \$80,000 cash?

16 A. Yeah, when I cash it for him.

17 Q. Okay. And when was that?

18 A. At Bank of America. It was -- I have it in my notes.

19 MR. WILLIAMS: Do you know the date he's alleging
20 there?

21 Q. What did you do with the other \$20,000 in cash?

22 A. I put it in it when I need to.

23 Q. I know. But --

24 A. Off and on.

25 Q. -- what did you do with the other 20,000 before you

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 went to Vietnam to go -- you didn't take the 20,000
2 in cash with you to Vietnam, did you?

3 A. No. No.

4 Q. Okay. So who did you leave it with?

5 A. I didn't leave it with no one. I just, off and on, I
6 put it in my accounts.

7 Q. So you deposited all of the \$100,000 in a bank
8 account?

9 A. No, not -- not all, no.

10 Q. Okay. Can you tell me where, what bank account, and
11 do you have any records showing you had this \$100,000
12 in a bank account?

13 A. When I cashed the guy's eighty-something thousand
14 dollars, and then off and on I put money in when I
15 need to.

16 Q. Okay.

17 A. It's on my deposit.

18 MR. WILLIAMS: I beg your indulgence for one
19 second.

20 THE COURT: Sure.

21 BY MR. WILLIAMS:

22 Q. Okay. All right. So all of -- any deposit would
23 have been made after Le Feather was created? Any
24 substantial deposit was after Le Feather, LLC
25 existed, and you put it in Le Feather, LLC's account?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. You know, it's been so long, I do not recall exact,
2 you know, numbers or the date or anything.

3 Q. Okay.

4 A. Because, you know, I didn't think it was going to be
5 an issue. So, no, that I don't -- right off the top
6 of my head, I do not know.

7 Q. So up until Le Feather, LLC was created and Tuyet
8 White deposited roughly \$90,000 in that account,
9 there was no other -- no other money in Le Feather,
10 LLC until after that?

11 A. No. It was there.

12 Q. Okay.

13 A. There's some funds in there.

14 Q. But like a couple thousand dollars or a hundred
15 thousand dollars?

16 A. Oh, I don't know. Can you give --

17 Q. If you don't know, then --

18 A. I mean, off the top of my head, I don't have that
19 number.

20 Q. Okay.

21 A. I don't have that magic number off the top of my
22 head.

23 Q. But again, there's no bank accounts that you had
24 prior to the Le Feather, LLC account where any cash
25 was deposited in those accounts? Is that right?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 176

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Say again.

2 Q. No money was in any account in your name up until the
3 Le Feather, LLC account?

4 A. No, my personal and Le Feather, LLC, I had --

5 Q. About \$3,000 in your personal account?

6 A. No, I had more than that.

7 Q. In 2005 --

8 A. Well, right off the top of my head, I don't remember,
9 yeah.

10 Q. Okay. Is -- when you say you don't remember, roughly
11 how much money was in your personal account prior to
12 the formation of Le Feather, LLC?

13 A. I don't remember.

14 Q. Okay. I'm going to show you a document. And is that
15 your bank record there?

16 A. This is in Son Le in '05, yes.

17 Q. How much money did you have in your account in '05?

18 A. Thirty-two hundred right there.

19 Q. Okay. But yet you're walking around with \$100,000
20 cash money at this time? Okay.

21 A. When I first got here.

22 Q. All right. And you didn't deposit any money in that
23 account until you made withdrawals from Le Feather,
24 LLC account?

25 A. I loaned Ms. White first a lump sum out of the

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 177

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 account.

2 Q. Well, your records would show that you've loaned her,
3 you say \$100,000 in 2005, but you only had \$3,000 in
4 the bank account?

5 A. Out of Le Feather, LLC?

6 Q. No, I'm talking your -- your Le Feather, LLC account
7 didn't exist then, correct?

8 A. That's correct.

9 Q. Okay. The only account was your personal account,
10 correct?

11 A. When I first got here.

12 Q. Okay. And it's your testimony you want the judge to
13 believe this document you've created saying that
14 you've loaned her \$100,000, but yet you only have
15 \$3,000 in your bank account?

16 A. I have my California account, which I have not closed
17 yet at that time. It's been so long I don't have any
18 record of the California account from my Son Le
19 Enterprise Computer Sales and Service.

20 Q. Okay. This business that there's no record of its
21 formation, no record of its dissolution, no record of
22 its sale, that you were agreeing to keep secret up
23 until --

24 A. You know, I --

25 Q. -- a minute ago?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 178

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I have attorneys that I did work for and sold
2 computer for in California, and you guys are welcome
3 to call them and verify.

4 Q. All right. Is it fair to say --

5 A. I'm not sure if I have my taxes from California for
6 Son Le Enterprises exists.

7 Q. So other than the -- the clothing business that you
8 share with Tuyet, you had no other business entity in
9 South Carolina at the time?

10 A. At the time.

11 Q. Okay. And when you bought, through Le Feather, LLC,
12 when you bought this building, you had no other
13 business other than the businesses --

14 A. I rent --

15 Q. -- you shared with her?

16 A. I rent it first.

17 Q. Okay.

18 A. I didn't buy anything --

19 Q. Y'all -- y'all rented it together?

20 A. I rent my side; she rent her side.

21 Q. And when you did this, you're doing this with \$3,000
22 in a checking account, and you're saying that you
23 came to closing with \$160,000 of your money and none
24 of it came from Tuyet White?

25 A. I had my funds --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 179

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay.

2 A. -- in my accounts.

3 Q. Do you think you built a trusting relationship with
4 Tuyet?

5 A. A trust relationship?

6 Q. That's right.

7 A. All we had is -- she had a lot of men in and out of
8 her life. So I just had a child with her. And --

9 Q. Okay. Do you think she trusted you?

10 A. I trusted her.

11 Q. Okay. Do you think she trusted you and wanted -- you
12 know, wanted you to be a part of her life?

13 A. No.

14 Q. So you don't think she trusted you?

15 A. I don't think she -- you know, I mean, now, sitting
16 right here, no.

17 Q. All right. Did you write a will in 2008 and show it
18 to Tuyet?

19 A. We both did a will. What happened was, in '07, there
20 was a plane crash, I believe in August, a China
21 Airline. And that put a scare, because I travel a
22 lot. And I don't have family members here or anyone,
23 really, except my daughter and Feather. So we did a
24 will just in case. And I hope she does the right
25 thing by, you know, taking care of my son and my

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 daughter. And of course I would do the same for her
2 two children at that time, which is Houston and
3 Christine, which I took care of them in California
4 when she was worried about Hi Lam kidnapping her.

5 Q. Okay. And in that --

6 MR. WILLIAMS: Do you have it? Okay.

7 Q. All right. In your -- this will that you drew up in
8 2008, you leave everything to your partner, my
9 client, the defendant in this case; is that right?

10 A. It's just a form that I fill out, yes. And I just
11 fill in the blank.

12 Q. Okay.

13 A. She didn't want --

14 Q. And you leave any interest -- all your interest in
15 said property is left to your partner?

16 MR. LANIER: Object, Your Honor. I don't believe
17 it says partner.

18 THE COURT: I haven't seen it.

19 BY MR. WILLIAMS:

20 Q. I'm asking -- I'm asking you a question. Did you
21 leave everything to who you considered your partner
22 to be?

23 A. No. Not partners.

24 Q. Okay.

25 A. I mean, she -- she dated with so many guys.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. You would not, at the time of executing this
2 will, consider her to be your partner?

3 A. No. What happened was, like I said, there was a
4 scare when the airline, China Airline, blew up, I
5 believe it was in August of '07 if I recall
6 correctly. So she did -- I did a will, she did a
7 will, because travel a lot. And I believe at that
8 time we travel somewhere.

9 Q. But you would suggest to the Court that y'all were
10 merely in this friendly relationship, that y'all were
11 just beyond acquaintance, when in fact you were
12 leaving everything that you could have an interest to
13 to her?

14 A. For her to take care of the children, because she's
15 -- she's smart.

16 Q. Okay.

17 A. I have a will in California for a friend of mine who
18 would take care of my home, and a power of attorney.
19 I think he just email me the power of attorney,
20 because it's been over ten years, and I told him I
21 got a new will for my wife, so that exceed this one,
22 so he burned it. But if not, he would have it. His
23 name is James Thompson. And I have -- if we have
24 Internet, I can open that power of attorney for you
25 to see.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Who found the attorney that came and testified
2 earlier today?

3 A. I -- you know, I don't recall. I believe it was the
4 bank that recommended.

5 Q. Okay. So you don't think that Tuyet encouraged y'all
6 to go see this guy?

7 A. No, no, no. I don't know the whole thing, but now
8 that I see that from sitting here listening, but all
9 I remember was that the bank that pull his name out
10 of a hat or something, that says this -- how about
11 this guy here? And I said, okay, that's fine.

12 Q. Okay. Would you agree that the LLC, Le Feather, LLC,
13 owns the Rhoad Street property?

14 A. No.

15 Q. The funds to purchase the Rhoad Street property, did
16 they come from the LLC?

17 A. You know, she's already out. That's why I did what I
18 did. But no.

19 Q. Okay. Did you take an additional mortgage of
20 \$100,000 out of the LLC interest in the property in
21 order to purchase that Rhoad Street property?

22 A. Did I -- one more time.

23 Q. Did you take \$100,000 equity line on the business, Le
24 Feather, LLC, in order to -- to finance the purchase
25 of that Rhoad Street property?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 183

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I knew I had the funds, so all I remember is
2 purchasing the property at that time. Do I borrow
3 money at the time, I -- I don't recall. But the
4 funds out of my account.

5 Q. Okay. Did you buy this Rhoad Street property for
6 about \$100,000?

7 A. Somewhere in that neighborhood, 112 or 15, somewhere
8 around there.

9 Q. Okay. And just before you bought that piece of
10 property -- sorry -- is it your testimony that you
11 pulled \$100,000 out of the business -- starting on
12 page 73, how much money did you get out of the
13 refinance? You said a hundred and something. If
14 you'll read --

15 A. I thought that was for the business at that time. I
16 believe that's what it was, but let me see.

17 Q. Okay.

18 A. Finance --

19 Q. I'm on page 73 and 74. Do you agree with me that
20 your testimony in your deposition was that you pulled
21 a hundred and something thousand dollars out of the
22 LLC and then bought the Rhoad Street property shortly
23 thereafter?

24 A. You know, I still -- I still don't recall exactly
25 what --

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Is that what you said in your deposition, is what I'm
2 asking you.

3 A. What I said here is -- what I said is I refinanced
4 the business a couple years back, which is 2012.
5 "And was that loan on St. Matthews Road property?" I
6 said, "Yes, that's correct." "And did you refinance
7 the loan?" That's what I did, refinance the loan,
8 because the -- the old -- the first -- paid for the
9 first. And then I borrowed some money from it. And
10 that was a couple years ago.

11 Q. All right. I'm going to show you a document, which
12 you provided me.

13 MR. WILLIAMS: I'm going to show it to Lewis.
14 I'll show you that.

15 Q. All right. This is dated 8/1/2006. When did you
16 purchase the property on Rhoad Street?

17 A. In '06.

18 Q. Okay. Was it August 16th of '06 that you closed on
19 it?

20 A. Somewhere around there.

21 Q. Okay. Tell me if this document shows that you
22 transferred from Le Feather, LLC, \$105,000 on August
23 1st to your personal account.

24 A. I did.

25 Q. Okay. And the purchase price for the Rhoad Street

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 property was 105; is that what your testimony was?

2 A. I believe 105 or 115. Somewhere around there.

3 Q. But you testified 105 in your deposition; is that
4 right?

5 A. Somewhere around there. Like I said, I'm not sure.
6 It's been so long. I didn't think it was going to
7 become an issue.

8 Q. Okay. And that would be on page 74 of your
9 deposition, line 12, that you testified to that,
10 correct?

11 A. Yeah.

12 Q. Okay.

13 A. I think 105, 115, yeah.

14 Q. Would you not agree that the -- it would suggest that
15 Rhoad Street property was paid for out of the Le
16 Feather, LLC?

17 A. The funds, yeah.

18 Q. Okay. What about the 21 acres that you purchased
19 from your assistant here?

20 A. She needed some funds, so I acquired part of that,
21 yes.

22 Q. Okay. And that was through Le Feather, LLC funds
23 again, correct?

24 A. I don't remember.

25 Q. Okay.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 186

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I'd have to look at that. I don't know whether it's
2 personal or --

3 Q. And around this same time, my client is making
4 transfers to Le Feather, LLC for fifteen and twenty
5 thousand dollars and providing cash; is that correct?

6 A. Say again.

7 Q. At the time of -- of when you're loaning money to
8 your secretary, is Tuyet White still putting money
9 into the Le Feather, LLC account?

10 A. At that time?

11 Q. Yep.

12 A. I don't recall.

13 Q. Okay.

14 A. No, she did not put money in my account. She paid me
15 back what I had loaned her.

16 Q. Okay. These additional transfers, do you know how
17 much total she transferred into your -- into the Le
18 Feather, LLC account?

19 A. Right top of my head, I don't recall, but --

20 Q. Okay.

21 A. -- the funds that -- that she repay me for the amount
22 that she owed me.

23 Q. Okay. All right. It's your testimony that Tuyet
24 White and Perfect Nails has no interest in Le
25 Feather, LLC in 2007?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Interest? What do you mean by interest?

2 Q. Do they have any interest in the -- in the value of
3 Le Feather, LLC?

4 A. No. Not that I know of.

5 Q. Why was Perfect Nails distributing money -- well,
6 first I should ask, do you recognize, can you
7 identify that document?

8 A. First of all, this right here does not exist on this
9 page right here, this -- this notary right here.

10 Q. Okay. Well, look at the bank account following it.
11 Does it show that it's deposited into the account?

12 A. Yes. I'm aware of that. She just repaid me the
13 amount she owed me.

14 Q. Okay. And that was the -- the nail salon also
15 borrowed money from you?

16 A. Yes, sir. Because whatever she paid me, that's what
17 I take, either personal or her business.

18 Q. And that actually says on it right there, loan to Le
19 Feather, LLC.

20 MR. LANIER: Your Honor, I'm going to object to
21 that. Ms. Huff's here. I'd like to -- I
22 can't wait to examine her on that.

23 THE WITNESS: First -- first of --

24 MR. LANIER: I've never seen a bank transfer that
25 had a jurat on it that says it's a loan

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 188

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 without the alleged debtor signing it.

2 MR. WILLIAMS: And I'm not -- I'm asking him if
3 he knows what it's regarding. And I -- you
4 know, without getting into too much of a
5 speaking objection, I kind of want to, you
6 know --

7 THE WITNESS: That's --

8 MR. WILLIAMS: -- be able to cross examine my --
9 my witness, Your Honor.

10 BY MR. WILLIAMS:

11 Q. Can you tell me what that may have intended to --

12 A. She was repaying her loan to me that I loaned her in
13 cash lump sum and she repaid me. This was never
14 there. This notary right here was never there. Her
15 signature was never there that I know of, at all,
16 whatsoever.

17 Q. Okay.

18 A. And then yesterday you provided me with one of mine.
19 That notarized --

20 Q. That's this one here that's not notarized?

21 A. No. One of them that notarized. Where is one that's
22 just my account to me?

23 Q. Okay.

24 A. This looks like it's done way after. I got no idea
25 what this is right here. But, I mean, you know --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 189

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 you -- okay.

2 Q. Okay.

3 A. There's one with my name only. Where's that one?

4 Q. Oh, I don't know. I have no idea. Maybe --

5 A. I think you have it.

6 Q. But again, these disbursements, whether they're loans
7 or whether they're repayment of loans, there's
8 nothing -- nobody's got any promissory notes;
9 nobody's got anything in writing to suggest these are
10 anything more than disbursements to the entity Le
11 Feather, LLC?

12 A. She's just repay me, and however I get it, I get it.

13 Q. Okay.

14 A. Can I have my folder right there, my black folder, if
15 you don't mind? I believe that's in there.

16 Q. How much -- earlier you said that you loaned her
17 \$20,000; your testimony before that document I got.
18 How much have you loaned her in any lump sum --

19 THE COURT: Let's let him look for a second in
20 that before you ask him another question.

21 THE WITNESS: Where is that one with just mine?

22 It was just hand yesterday. These are yours
23 here, I think.

24 MR. WILLIAMS: Are you ready?

25 THE WITNESS: Sure.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 190

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. WILLIAMS:

2 Q. Okay. Did you find whatever you're looking for?

3 A. I think we got it right here.

4 Q. What is it exactly you're looking for?

5 A. Well, this particular page is bothering me that you
6 guys provided yesterday.

7 MR. WILLIAMS: I guess I'll mark those as 36. It
8 would be -- what number were these supposed
9 to be?

10 MS. DURR: Thirty-six.

11 MR. WILLIAMS: Thirty-six. Collectively?

12 MS. DURR: Yes.

13 MR. WILLIAMS: I guess collectively as 36.

14 THE WITNESS: This right here particularly --

15 THE COURT: Well, just -- are you offering them
16 into evidence?

17 MR. WILLIAMS: I'm about to. But I think he's
18 going to explain one of them, which is the
19 same one that I'm marking. He's just got a
20 different copy.

21 (Defendant's Exhibit 36 is marked.)

22 THE WITNESS: Well, I didn't see it in there.

23 You just didn't show me that one. You
24 couldn't find it in there. This is the one
25 you provided yesterday.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. WILLIAMS:

2 Q. Okay. This is a different one? Different amount.

3 Okay. Well, I'll mark this one, too. And let's
4 include this in 36, because it's the same type stuff.

5 A. Well, can I --

6 Q. Sure.

7 A. This mark right here was never there. Because when I
8 go to the bank and transfer to my account, from my
9 personal to my business, I never have it notarized.
10 The only time I notarize is a will or a power of
11 attorney.

12 Q. Okay. And this is -- what is this exactly? This is
13 you --

14 A. That's what you provided me yesterday.

15 Q. -- writing a transfer of \$5,000 --

16 A. From my personal to my business.

17 Q. -- from your personal to your business. And you
18 wrote loan to your business for Le Feather Seafood
19 and --

20 A. I don't -- I don't --

21 Q. Is that your writing?

22 A. I don't recall. That's my handwriting, it looks
23 like. But that's not my signature. That's my
24 signature right there. That's not -- that's what I
25 remember.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Well, I mean, I guess the intention of this document
2 is to suggest that you loaned -- that you distributed
3 money to Le Feather, LLC from your personal account,
4 \$5,000 in --

5 A. But that -- that notary was never there.

6 Q. Okay.

7 A. That notary's stamp is never there.

8 Q. Okay. I don't know the significance of the notary
9 stamp. I don't know that it matters to me. But
10 these two would indicate 35,000 transferred by Tuyet
11 into that account on or about the same time you
12 transferred 5,000 into it?

13 A. Uh-huh.

14 Q. Okay.

15 A. But the -- the -- like I said, those notaries were
16 never there. They never existed

17 MR. WILLIAMS: And if I could mark this as the
18 Defense --

19 THE COURT: Are we offering those?

20 MR. WILLIAMS: -- 3. I'm offering those for --

21 THE COURT: All right. Let's mark those first.
22 What number?

23 MR. WILLIAMS: That was number 36, which was
24 these transfer documents.

25 THE COURT: All right. Do you have any

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 objection?

2 MR. LANIER: I object, Your Honor, on several
3 grounds. One of which it obtained -- it --
4 it contains, on a bank transfer, a jurat
5 signed by a party who -- by a person who may
6 be a witness in the case. I would like that
7 to be held out of evidence until I have a
8 chance to examine the jurat, because the
9 jurat, it's not just a jurat. It also says
10 there's a loan. And it's notarizing the
11 defendant's signature saying it's a loan.
12 And therefore I think that I have the right
13 -- it's hearsay, for one, by identifying it
14 as a loan. And it's basically a two-fold
15 instrument with a jurat. It's added to a
16 bank transfer which is not normally there.

17 MR. WILLIAMS: And, Your Honor, I'm not offering
18 it for purposes to -- to suggest --

19 THE COURT: I'll admit it --

20 MR. WILLIAMS: Okay.

21 THE COURT: -- subject to I won't consider the
22 handwritten --

23 MR. WILLIAMS: Fair enough.

24 THE COURT: -- things on it unless they're
25 brought into evidence some other way later.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 What number was that?

2 MS. DURR: Thirty-six.

3 THE COURT: Thirty-six, thank you.

4 (Defendant's Exhibit 36 is admitted into evidence as stated
5 above.)

6 MR. WILLIAMS: Can we mark this as thirty -- or,
7 excuse me, as 23?

8 (Defendant's Exhibit 23 is marked.)

9 BY MR. WILLIAMS:

10 Q. Do you recognize this account?

11 A. I sure do.

12 Q. And that's in February of 2010; is that right?

13 A. That's correct, before everything went south in July,
14 yes.

15 Q. Okay. And this is a check signed by Tuyet White on
16 behalf of Le Feather, LLC, correct? That document
17 you're looking at?

18 A. That's correct.

19 Q. And she was able to write a \$1,271.01 check, appears
20 to pay bills on behalf of Le Feather, LLC?

21 A. I believe this is when I -- I'm not sure whether this
22 -- was this out of town or not. But, you know, when
23 -- when she'd order stuff, you know, she'd call me.
24 If it's okay, then I told her go ahead, because I'm
25 not there, so she can go ahead and sign for me, then

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 yes.

2 Q. All right. And you're not paying her -- she's not
3 receiving anything other than distributions? She's
4 not receiving any employee -- you don't W-2 her, I
5 guess would be the proper, or 1099 her, or do
6 anything to suggest that she's working in any
7 capacity other than as a partner?

8 A. No. She just help me and I help her. And as to the
9 fish market, she'd take things in trade. You know,
10 she'd take fish or crab legs or whatever, and, you
11 know, and I said that's fine.

12 Q. For months at a time, she's running this business pro
13 bono for some crab legs every so often?

14 A. And I also help her business doing nails. I don't
15 take money for her.

16 Q. Okay.

17 A. I did pedicure and manicures and fill-ins for people.

18 Q. But we've got distributions to and from to both of
19 y'all, correct?

20 A. Distributions?

21 Q. From Le Feather, LLC.

22 A. I don't understand the --

23 Q. Was money paid from Le Feather, LLC by Tuyet to Le
24 Feather, LLC and from Le Feather, LLC to Tuyet?

25 A. Because I had loaned her quite a lump sum and quite a

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 bit of money, yes.

2 Q. Okay.

3 THE COURT: All right. Is the check going into
4 evidence, the --

5 MR. WILLIAMS: I'd offer it into evidence; yes,
6 sir.

7 THE COURT: What number?

8 MR. WILLIAMS: It's 23.

9 THE COURT: Any objection, Mr. Lanier?

10 MR. LANIER: No objection.

11 THE COURT: So admitted.

12 (Defendant's Exhibit 23 is admitted into evidence.)

13 BY MR. WILLIAMS:

14 Q. Okay. And around the time of this check, you filed a
15 police report alleging that Tuyet White did not have
16 permission to -- you'd prosecuted a case against her
17 alleging that she was fraudulent in endorsing checks?

18 A. That's around July when I left the country. I called
19 the bank. I told the bank that she does not have
20 permission to write my check. That is correct.

21 Q. Okay.

22 A. I revoke -- I revoke Mrs. White there for using or
23 signing my check. And I called Bank of America. I
24 spoke to one of the tellers that picked up, and Ms.
25 Diane Weeks is aware of that.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 197

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Did you ever send any correspondence to Tuyet,
2 you know, to let her know that she no longer had the
3 ability to write checks on behalf of the business?

4 A. Do I write a letter?

5 Q. Did you ever write any letter or in any way allow her
6 to have notice that she lost the right to write
7 checks?

8 A. You know, I write notes, and I'm sure it's not going
9 to be here.

10 Q. Okay. So it's your testimony that you have no record
11 to show that you removed her authority from the bank
12 card to sign?

13 A. I called the bank.

14 Q. Okay.

15 A. I called the bank physically.

16 Q. Okay.

17 A. The day that I left, which is -- I believe was the
18 6th or the 7th -- the 6th, I believe. And I called
19 the bank, spoke to the teller. And the teller
20 forward that to Diana Weeks, and she's aware of that.

21 Q. And you, despite that issue, continued -- despite her
22 having had the authority in the past and no
23 communication to her revoking the authority, you
24 chose to prosecute her criminally?

25 A. I called the bank. I told the bank to revoke her

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 from getting into my account.

2 Q. Okay.

3 A. And by the way, she had never written a check to
4 herself ever, ever, in cash amount that she took out.

5 Q. Okay. And this case -- earlier, you testified she
6 had authority to do whatever.

7 A. When I leave.

8 Q. Okay.

9 A. I wrote a note to the bank.

10 Q. And you were gone at this time, correct?

11 A. I was gone this time, but I -- I called the bank. I
12 made sure.

13 Q. And you continued to prosecute the case, and
14 ultimately she was found not guilty; is that right?

15 A. I didn't know she was found not guilty. I thought it
16 was going to continue until after this matter.

17 Q. Okay. Okay. In fact, you took her checks and
18 endorsed them to yourself, her --

19 A. No, I did not. She signed that pay to the order of
20 me right there. All right.

21 Q. Okay.

22 A. She signed that check.

23 Q. All right.

24 A. Endorsed it to me. And I deposit this check. Yes, I
25 did.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 199

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Did she sign this to you or to deposit in her
2 -- what she thought was going to be a deposit in the
3 bank account?

4 A. No, sir. She made sure that amount that I loaned her
5 prior to that, she repay me that amount back.
6 Actually she still owe me some.

7 Q. Right. How much did you -- was this loan for that
8 she's paying on this particular time? This would
9 have been --

10 A. I believe it was like fourteen something, in that
11 neighborhood.

12 Q. So that was in 2009 you also loaned her money?

13 A. Off and on, she needed cash.

14 Q. Okay. And this is the woman that's running five
15 businesses, and you're running a fish market at this
16 time, and she needs cash, and you have ample cash?

17 A. Sir, all you have to do is look at the account and
18 you'll understand.

19 Q. Explain to Judge Jackson the primary business in this
20 shopping center.

21 A. Say again.

22 Q. What's the primary -- what's the business that
23 attracts people to the shopping center?

24 A. When people drive by, they see and they stop, I
25 guess. What's attract them? What do you mean?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Would you -- would you agree that Le Feather -- or --
2 Le Feather -- that Perfect Nails is the primary
3 business that's attracting customers to this
4 location?

5 A. Very few of her customer purchase anything.

6 Q. Okay.

7 A. It's mainly, you know, the folks that I deal with
8 that are -- they don't have the funds to do nails or
9 pedicure, because, you know, they buy food.

10 Q. Okay. And --

11 A. And majority of it is EBT.

12 Q. Okay. And your gross sales are about what per year?

13 A. You have my tax return. I -- you know, I --

14 Q. Is it fair to say, though --

15 A. Sitting on top of my head, I do not have a number.

16 Q. Is it fair to say it's minuscule in comparison to the
17 type of business that runs through Perfect Nails?

18 A. If that's the case, she don't show it on her taxes.

19 Q. Well, I'm asking you. Is her parking lot generally
20 full of patrons who are seeking services?

21 A. Is it full? I don't know. I mean, I don't keep an
22 eye on her 24/7, no.

23 Q. Because it's fair to say that the seafood market's
24 not even open a good bit of the time?

25 A. Recently, because I have other things I have to deal

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 with.

2 Q. Okay. And that's your sole business that you have
3 open right now?

4 A. At this point in time, and overseas.

5 Q. And back in 2009, it was your sole business and you
6 weren't there half the time?

7 A. I wouldn't say half. But yeah, I got business
8 overseas too, yeah.

9 Q. Okay. And it's your testimony that a five business
10 owner needed to borrow cash from your seafood market
11 here in Orangeburg?

12 A. Well, she only have one business. She run five of
13 them, but in the past. She's a very successful
14 business lady who runs, you know, I guess different
15 salon, and yet she claim that, you know, she --

16 Q. Would you consider yourself a successful businessman
17 in this seafood market?

18 A. I think so.

19 Q. Okay.

20 A. I think I do okay.

21 Q. Okay.

22 MR. WILLIAMS: No further questions, Your Honor.

23 THE COURT: Anything on redirect?

24 REDIRECT EXAMINATION OF MR. LE

25 BY MR. LANIER:

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Mr. Le, this has been placed in as evidence as
2 Defendant's Number 20, Imex Trading Company.

3 A. Yes, sir.

4 Q. Does this give Mrs. White any authority to write
5 checks or conduct your business?

6 A. Well, write checks, no. But this -- this give her,
7 you know, a right to order food or whatever if she
8 need to. Excuse me.

9 Q. Go down to one, two, three -- fifth line of this new
10 account credit application for me. What does it
11 authorize?

12 A. To place/receive order.

13 Q. Okay.

14 A. And that's what I said.

15 Q. Okay. And down at the bottom, who does it indicate
16 is the owner of Feather Le, LLC?

17 A. The only one, Son Le, owner, title, sign, and then
18 date.

19 Q. Okay. Thank you.

20 A. Like I say, just a form I fill out. And the word
21 officer doesn't mean anything to me because it's just
22 another person who was going to place an order.
23 Michael was first in order line.

24 MR. LANIER: Let me see your last exhibit
25 admitted by the defendant. Not that.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 203

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Before that. No, before that. The one
2 before that.

3 A. Which the boy is dead.

4 (Sotto voce discussion between Mr. Lanier
5 and Mr. Williams.)

6 Q. Mr. Le, this is a document I think you were examined
7 on in cross examination, statement of loan --
8 statement by Son Le of loans to Tuyet White.

9 A. Correct.

10 Q. You prepared that?

11 A. Yes, sir.

12 Q. And these are the statements of loans made to her?

13 A. That's correct.

14 Q. Okay. Has she loaned you money?

15 A. Have she loaned me money?

16 Q. Yes.

17 A. No. I started out loaning her money.

18 Q. And it's your -- it's your testimony that those are a
19 statement of the loans that were made from you to
20 Mrs. White; is that correct?

21 A. Yes, that was correct.

22 MR. LANIER: Okay. Your Honor, we'd like to
23 offer this into evidence as Plaintiff's
24 Number --

25 COURT REPORTER: I'd be 6.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 204

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: -- 6.

2 THE COURT: I assume without objection, Mr.
3 Williams.

4 MR. WILLIAMS: No objection, Your Honor.

5 THE COURT: Thank you.

6 (Plaintiff's Exhibit 6 is marked and admitted into
7 evidence.)

8 BY MR. LANIER:

9 Q. Mr. Le, what is this? And look all the way through
10 the back.

11 A. I remember the 29,000 I loaned to her. Yes, sir, I
12 remember all those.

13 Q. What are -- what is this?

14 A. All these are the receipts in the loan that I made
15 Mrs. -- to Ms. White via transfer, cash transfer, via
16 receipt of airline travel, her nail supplies. I -- I
17 don't own a nail salon. Why would I buy nail
18 supplies?

19 MR. WILLIAMS: Okay. What's different about this
20 one than that last one?

21 MR. LANIER: That has the --

22 THE WITNESS: That's a complete --

23 MR. LANIER: -- bank records to support the loan.

24 MR. WILLIAMS: All right. No objection.

25 MR. LANIER: Your Honor, we'd offer this as

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Plaintiff's Number 7.

2 THE COURT: Without objection.

3 (Plaintiff's Exhibit 7 is marked and admitted into
4 evidence.)

5 THE WITNESS: And listen. I've got the date --
6 oh, 6 -- yeah, I've got 6. I need to take a
7 leak.

8 THE COURT: Let's see how close we are to being
9 through. And we'll break, yeah.

10 THE WITNESS: Okay. Your Honor, can I have my
11 note back? Because I didn't use the note
12 that they copied. Can I have those back
13 from them? Because I never used any notes.

14 THE COURT: Well, if they've made copies, I'll
15 make them give you back --

16 THE WITNESS: Okay. All right. Got some
17 personal stuff in there. Okay.

18 THE COURT: It's protected. They're not going to
19 use it.

20 THE WITNESS: Okay. As long as they don't use
21 it.

22 THE COURT: Mr. Lanier, are you just about
23 through? Because I think the witness needs
24 to take a break, and I know I do.

25 MR. LANIER: Yeah.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 206

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: You about through with your --

2 MR. LANIER: Just a few more questions, Your
3 Honor.

4 THE COURT: That's fine.

5 MR. LANIER: You want to take a break?

6 THE COURT: Well, you need to take a break?

7 THE WITNESS: No, no.

8 THE COURT: All right. Let's -- I'd like to
9 finish with him --

10 THE WITNESS: Let's finish up.

11 THE COURT: -- and then take a break, you know.

12 MR. LANIER: Okay. Can I see the last exhibit?
13 Please the Court, Your Honor.

14 BY MR. LANIER:

15 Q. Do you know what this is?

16 A. Sure do. These are mainly all the receipts, the
17 total.

18 Q. Is this a summary of -- of the loans made to Mrs.
19 White?

20 A. That's correct.

21 Q. And that is through --

22 A. '06 to '12.

23 Q. Okay.

24 A. Captain Tang is the -- is the fish market in the -- I
25 mean the -- the -- what you call that? The --

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 207

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Speak up. Because you're testifying. Speak up.

2 A. All right. Captain Tang, the -- at this time is the
3 market that she owned down there in Charleston.

4 There again, that's Captain Tang. That's -- she
5 signed that.

6 Q. Okay.

7 A. Yes.

8 Q. Well, let's start one at a time. Is this a summary
9 of what you assert are loans?

10 A. That's correct.

11 Q. And through December of 2006?

12 A. That's correct.

13 Q. For Mrs. White?

14 A. That's correct.

15 Q. And these are bank statements that support your
16 summary?

17 A. That's correct.

18 Q. And you -- and you have also attached two checks, one
19 for thirteen twenty bearing --

20 A. Palmetto Pride Insurance, which is her insurance,
21 military insurance.

22 Q. And you are asserting those are loans that you made
23 to her?

24 A. That's correct.

25 Q. Then a check for \$300 to Captain Tang.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. That's correct.

2 Q. And what do you assert that is?

3 A. That's the business that she have in the Charleston.

4 Q. Okay.

5 A. Type of market.

6 Q. And you've got the loan as well?

7 A. That's correct.

8 Q. And Captain Tang --

9 A. Tang again for 580. Yes, sir.

10 MR. WILLIAMS: No objections.

11 MR. LANIER: Okay.

12 THE COURT: Admitted without objection. We'll
13 mark that as Plaintiff's Exhibit Number 8, I
14 believe.

15 MR. LANIER: And, Your Honor, I have here --

16 THE COURT: Now, let me ask you this: 6, 7, and
17 8 all seem to be supportive of his evidence
18 that loans were made, right?

19 MR. LANIER: Yeah.

20 THE COURT: They're all different?

21 MR. LANIER: Yeah.

22 THE COURT: Okay. I haven't seen any of them, so
23 I'm just asking.

24 MR. LANIER: All right. And this is a summary
25 which we produced of what he asserts are the

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 loans, a summary of the loan on the top, all
2 the way through 2010. I -- I produced that.

3 MR. WILLIAMS: Is this just the attachments to
4 that first one, basically?

5 MR. LANIER: It is basically --

6 MR. WILLIAMS: Okay.

7 MR. LANIER: -- the same format. A summary on
8 the top, and the bank records in support of
9 his testimony.

10 MR. WILLIAMS: All right. No objection.

11 MR. LANIER: Your Honor, we would place all of
12 these in evidence as Plaintiff's Number 8, I
13 believe.

14 (Plaintiff's Exhibit 8 is marked and admitted into
15 evidence.)

16 MR. LANIER: That's all the questions I have,
17 Your Honor.

18 MR. WILLIAMS: Very briefly, Your Honor, if it
19 may please the Court.

20 THE COURT: If it's going to be brief, because --

21 MR. WILLIAMS: Yes, Your Honor.

22 THE COURT: Okay.

23 RECROSS EXAMINATION OF MR. LE

24 BY MR. WILLIAMS:

25 Q. This -- when we were digging through those documents

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 there, this came up. I don't know if it's part of
2 your documents or that's just stuck in there, but
3 that appears to be a California -- let me see it.

4 MR. WILLIAMS: Can we mark this, I guess, as,
5 just so we don't mark up, maybe Exhibit B?

6 THE COURT: Without objection?

7 MR. LANIER: No objection, Your Honor.

8 (Defendant's Exhibit B is marked.)

9 BY MR. WILLIAMS:

10 Q. Are you familiar with this document?

11 A. U.S. Bank; yes, sir.

12 Q. And that was that California bank account you were
13 talking about?

14 A. Well, this is one of them, yes. This towards the end
15 of '04, I started draining the funds to bring them
16 here.

17 Q. Well, it would show that your balance in that bank is
18 \$1,000?

19 A. I tried to drain it to bring it here; yes, sir.

20 Q. All right. I'm going to admit that into evidence.
21 It shows no -- nothing but a deposit. There's no --
22 no withdrawals on that statement, you realize, right?

23 A. Well, I, like I said, have a -- if I can get a whole
24 bunch of them, then you'll -- you'll see them. But
25 like I said, this is from California.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. These past couple of exhibits, you're telling the
2 Court you got 3,000 in one account, 1,000 in another,
3 but that you've loaned Ms. White a total of
4 \$270,724.92?

5 A. That's everything that Mrs. White borrowed from me.

6 Q. Okay. And you would say that 109,000 of that was
7 between 2005 and 2006 when you had those limited bank
8 accounts, and then after the formation of the LLC
9 that all of these Le Feather, LLC checks, credit card
10 payments, making purchases for one of the businesses
11 in this -- in this particular shopping center were
12 actually loans? Is that what you're alleging?

13 A. That's what I have, all of the receipt and everything
14 there. It -- it's way past ten years. Otherwise I
15 would get some of the California record for you.

16 Q. Okay. But all these payments for things you think
17 are supplies or the DPU bill or whatever on this
18 credit card at Capital One that is also in Tuyet
19 White's name, you don't think that shows that y'all
20 were doing business together?

21 A. No, sir.

22 Q. Okay. But you were -- you were sharing in the
23 expenses of the business?

24 A. Sharing?

25 Q. Correct.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. It's all mine.

2 Q. Okay. Well, you were paying --

3 A. She -- she was out of the LLC, and it was all mine.

4 And she needs funding and I helped her, yes.

5 Q. Okay. But all these --

6 A. Because she --

7 Q. All these -- all these uses, for instance New York
8 City Nail Supply for the business using that Le
9 Feather Capital One account, you're telling me that
10 y'all had an agreement that those were just loans
11 every time she'd come up and you'd create some
12 document creating a revolving line of credit?

13 A. Well, not revolving. But, you know, I mean, if she
14 don't have the funds at that time, she would borrow
15 my money to get it, and then of course she'd pay it
16 back.

17 Q. I saw on here, like for instance, \$11,000 that you
18 pulled out of an equity line on another piece of
19 property. Why is that a loan to her if you pull --
20 if you received \$11,000 from your equity line?

21 A. Show me.

22 Q. Oh, goodness. I'm going to try. I'm not really --

23 A. That would refresh my memory of that one.

24 Q. If I can find it in this stack real quick.

25 A. I know I refinanced my home in California and

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 deposited it in her account.

2 Q. Okay. On 7/6/2010, it says Mr. Le's home equity
3 advance. So this -- the only thing -- it says
4 replaced torn up check. So you gave -- because
5 you're alleging she tore up a check, and so that cost
6 her \$11,000?

7 A. No. Because something happened to the check, I
8 guess. It's -- it's --

9 Q. That's not a loan, is it?

10 A. It's been a while.

11 Q. To tear up a check doesn't mean you're borrowing
12 \$11,000, does it?

13 A. No.

14 Q. Okay. You've mentioned earlier Rod Daugherty bought
15 that business.

16 A. Yes, sir.

17 Q. Is this the guy, he's a sheriff's officer in
18 California? He used to be a neighborhood watch
19 organizer?

20 A. No, not that I know of.

21 Q. What did the Daugherty fellow that you say bought
22 this account, what did he do for a living?

23 A. He was an average -- he work under the table fixing
24 computers and -- and stuff like that.

25 Q. Okay. But it's not Tehama County? Is that where he

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 was?

2 A. No.

3 Q. Okay. Okay.

4 MR. WILLIAMS: Nothing further, Your Honor.

5 Thank you.

6 THE COURT: Thank you. All right. Let's -- do
7 y'all want to take a break for lunch or you
8 want to work through?

9 MR. LANIER: I'd just as soon work through, Your
10 Honor, if it suits everybody.

11 THE COURT: Well, let's take ten minutes, because
12 I've been up here since 11:00. So let's
13 take ten minutes, and then we'll come back.
14 All right?

15 THE WITNESS: Thank you.

16 (A break is taken from 2:35 p.m. until 2:49 p.m.)

17 MR. WILLIAMS: Judge, while we're waiting on the
18 other witness to get here, as a matter of
19 course, we want to make a directed verdict
20 motion for the record. Would you entertain
21 that now, since I believe they're resting?

22 THE COURT: Sure. That's fine. You can go ahead
23 and do that.

24 MR. WILLIAMS: Are you all resting?

25 MR. LANIER: I'm reserving the right to call my

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 215

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 client in reply, depending on what Mrs.
2 White testifies to. I reserve the right to
3 call my client in reply.

4 THE COURT: Oh, sure.

5 MR. WILLIAMS: I can't say I've ever seen that
6 done, but I don't know that I can object to
7 it. He wants to call him in reply. I'm
8 kind of --

9 THE COURT: I think he's --

10 MR. WILLIAMS: I guess I'm confused --

11 THE COURT: Well, he can call him in reply,
12 assuming something new comes up in your
13 case. He can reply to it.

14 MR. WILLIAMS: If we don't call him as a witness
15 in our case in chief, it's not cross
16 examination.

17 THE COURT: Well --

18 MR. WILLIAMS: That would be him calling a
19 witness in our case in chief.

20 THE COURT: No, he's talking about in reply after
21 you've rested.

22 MR. WILLIAMS: I've never -- I've just never seen
23 it happen. I'm not saying it's not. I
24 mean, Lewis has done it before. I'm not --
25 I'm not saying that I'm right.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: It happens all the time.

2 MR. WILLIAMS: I've just never seen it done and
3 don't know of any rule that allows it. But
4 I just want to put my objection on the
5 record.

6 THE COURT: I can assure you that's allowed.

7 MR. WILLIAMS: Okay.

8 THE COURT: I've done it plenty of times. Do it
9 all the time in family court. Anyway, you
10 want to go ahead and make your motion?

11 MR. WILLIAMS: Yes, Your Honor. We move for a
12 directed verdict on the eviction. I believe
13 that's the sole cause of action that they
14 went for, although there may be -- is there
15 any other cause of action, other than
16 eviction, that they've alleged? And so we
17 -- we don't think they've met their burden
18 of proof, and -- and it would be appropriate
19 to direct a verdict in favor of the
20 defendant as to the eviction proceedings. I
21 think it's -- the record's clear that this
22 property, when obtained, was obtained
23 jointly, that they were operating in
24 partnership, and that at one time the
25 defendant was -- at the very least, at one

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 time the defendant was a member of the LLC.
2 We think it's clear that there's been no
3 evidence of any consideration having been
4 paid for her removing herself as a -- as a
5 member. I would ask Your Honor to reference
6 South Carolina Code 33-44-409. This is
7 General Standards of Member's and Manager's
8 Conduct. Specifically, it says that members
9 owe each other fiduciary duties, the duty of
10 loyalty. And that duty of care is actually
11 specifically imposed on subsection (b). And
12 it requires a member to refrain from in
13 essence going after a common interest or a
14 business opportunity. There's been
15 testimony that before he acquired the
16 property, he recognized this as an
17 opportunity for the businesses that they ran
18 together under subsection (b) -- or excuse
19 me, subsection (b)(1). It says that a
20 member's duty of loyalty includes accounting
21 to the company and to hold as trustee for it
22 any property, profit, or benefit derived by
23 the member in the conduct or in winding up
24 the company's business or derived from a use
25 by the member of the company's property,

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 218

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 including the appropriation of a company's
2 opportunity. So because this building is a
3 company's opportunity, at the time of
4 dissolution, Your Honor, I think that it
5 violates subsection (b)(1) under 33-44-409.
6 In the event that Your Honor feels that
7 adequate consideration prior to this
8 business opportunity being made available,
9 adequate consideration for the dissolution,
10 and you agree that the other member properly
11 wound up the company's business in order to
12 effectively disassociate the defendant, I
13 would ask that you look at the Partnership
14 Act, and that would be 33-41-10, et al. You
15 know, it lays out rules of construction,
16 what is a partnership and what is -- how do
17 you determine the existence of a partnership
18 under 33-41-220. I think we meet, if not
19 all of the criteria on here, we meet most of
20 them. And obviously the most important one
21 is the sharing of profits and losses, which
22 I think there's ample evidence to suggest
23 that even if Defendant was not a member of
24 the LLC, she was a partner with the LLC.
25 And under 33-41-230, Partnership Property;

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 219

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Acquisition and Conveyance, all property
2 brought into the partnership or subsequently
3 acquired by purchase or otherwise, on
4 account of the partnership, that this, you
5 know, it's not to be conveyed to anybody
6 else. There's supposed to be an accounting.
7 So I think in addition to, if you read the
8 Partnership Act or the member manager
9 conduct act, I think we have laid through
10 Plaintiff's case in chief a prima facie case
11 that an accounting is necessary of this
12 business, that in fact that this was --
13 she's either still a member of the LLC or
14 she's a partner with the LLC. So the
15 appropriate, I think, method going forward
16 should be that the accounting go ahead and
17 be ordered so that we can determine what are
18 the assets that are either the
19 partnership's, the LLC's, or these
20 individuals', in order to have Your Honor
21 consider what is the appropriate
22 apportionment of the same pursuant to either
23 the 33-44-409 or the Partnership Act.

24 THE COURT: Thank you, Mr. Williams.

25 MR. WILLIAMS: Thank you.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Mr. Lanier, do you have a response?

2 MR. LANIER: Your Honor, obviously there are

3 contested issues of fact. It's

4 inappropriate to grant a motion for summary

5 judgment. Mr. Williams has asserted that he

6 has proven a partnership. He's proved

7 nothing. What they have proved is that she

8 disassociated from the LLC. This is a woman

9 who has operated numerous businesses. She

10 was present during the closing, and in fact

11 witnessed the mortgage debt. She has

12 assumed none of the debt obligations, none

13 of the tax obligations. And they ended up

14 in a series of transactions between

15 themselves which are not normal under my

16 understanding of a business. In addition,

17 she does receive, she did receive

18 consideration. If she wants to come into

19 the equity side of this Court and says I'm a

20 partner, where are her contributions to the

21 partnership, if there is a partnership?

22 There's no partnership established. To

23 establish a partnership, they need some

24 testimony from her. Now, it would be

25 interesting to know, if she's a partner,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 whether or not she has any duty to
2 contribute to the partnership. She's
3 contributed no -- no contributions to the
4 partnership based upon the evidence and
5 testimony present. That there's no document
6 that has been presented by the plaintiff
7 that it was ever either a partnership or a
8 continuation of the LLC. There is no
9 evidentiary issue, in my opinion, but
10 there's certainly not an issue of fact to go
11 forward with the case and allow the
12 plaintiff to put up -- the defendant to put
13 up her case.

14 MR. WILLIAMS: Briefly in reply, Your Honor, if I
15 may.

16 THE COURT: Go ahead.

17 MR. WILLIAMS: I believe, and maybe I'm
18 mischaracterizing, and I'd like you to
19 reference the -- you know, what you heard.
20 But I believe the plaintiff admitted that it
21 was a partnership at the very least,
22 admitted that no consideration was paid for
23 her disassociating herself, and admitted
24 that she contributed in excess of \$100,000
25 to Le Feather, LLC. So I don't think that's

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 contested, and that's my grounds for
2 suggesting that a directed verdict, on at
3 the very least the accounting and the
4 eviction, should be granted.

5 THE COURT: Well, here's the way I look at it,
6 Mr. Williams: I think the only motion for
7 summary judgment you can make at this point
8 is on the eviction.

9 MR. WILLIAMS: Okay.

10 THE COURT: As to that, I'm going to deny that,
11 because I've heard evidence that they agreed
12 that she was going to pay rent and that she
13 hasn't paid rent. I further heard evidence
14 that I ordered her to pay some money which
15 hasn't been paid. So I think for those
16 reasons, if for nothing else, there are
17 contested issues of fact as to whether she
18 should be evicted. Next, I think you're
19 asking me to grant a directed verdict in
20 your favor on the aspect of a partnership or
21 the LLC, and you haven't put up your case
22 yet. So, I mean, I think at the end of your
23 case maybe I'll agree with you, and even if
24 I take it under advisement maybe I'll agree
25 with you, but I don't think we're there yet.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 You're asking me to determine that a
2 partnership exists, and I don't think I can
3 do that yet. I mean, I do think I need to
4 hear from your client and from your side
5 before I can make that decision. So I'm
6 going to deny your motion for summary
7 judgment as to the eviction, and we'll
8 proceed with the defense case.

9 MR. WILLIAMS: Thank you, Your Honor.

10 THE COURT: Thank you. All right. Y'all want to
11 call your next witness?

12 MR. BLANCHARD: Just one moment and we'll be
13 ready, Your Honor. Ready to proceed, Your
14 Honor.

15 THE COURT: Go ahead. Call your next witness.

16 MR. BLANCHARD: We call Ms. Patricia Huff.

17 THE COURT: Ms. Huff, if you'd come up, come
18 right over here, please, ma'am. And before
19 you have a seat, if you'd raise your right
20 hand for me.

21 Whereupon,

22 PATRICIA HUFF,

23 having been duly sworn or affirmed and cautioned to
24 speak the truth, the whole truth, and nothing but the
25 truth, testified as follows:

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 224

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Thank you. You can have a seat. And
2 if you'd give your full name to the court
3 reporter, please, ma'am.

4 THE WITNESS: Patricia Huff.

5 THE COURT: Your witness, Mr. Blanchard.

6 MR. BLANCHARD: Thank you, Your Honor. May it
7 please the Court.

8 DIRECT EXAMINATION OF MS. HUFF

9 BY MR. BLANCHARD:

10 Q. Ms. Huff, where do you work?

11 A. I presently work at Orangeburg Consolidated School
12 District Five.

13 Q. All right. And where did you work before that?

14 A. Bank of America.

15 Q. How long were you with Bank of America?

16 A. Thirty-five years.

17 Q. And over that time period, did you come to know Ms.
18 White?

19 A. I did.

20 Q. Okay. How did you meet Ms. White?

21 A. Coming into the bank approximately 25 years.

22 Q. Okay. Over that 25 years, what kind of a customer of
23 the bank was Ms. White?

24 A. She was a good customer.

25 Q. Okay. What kind of transactions did she enter into

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 with the bank?

2 A. She had a mortgage with us. She had a home equity
3 line of credit with us. She had checking accounts,
4 savings accounts, different types of accounts. Safe
5 deposit box.

6 Q. Okay. And you're generally familiar with her
7 accounts?

8 A. Pretty much, yes.

9 Q. Okay. Do you ever recall her being delinquent on any
10 of her loans?

11 A. No.

12 Q. Okay. And are you also familiar with the records on
13 her safe deposit box?

14 A. Pretty much, yes.

15 Q. Is there a standard form Bank of America uses for
16 safe deposit box records?

17 A. Yes. We had a -- it's called an entry card, where
18 each time someone came to go into their box, they had
19 to sign in and out -- or in, not out.

20 Q. And does a bank employee sign, too?

21 A. Yes. We have to initial, or put our first initial,
22 last name, or just our initials saying that we were
23 the person with the second key.

24 Q. And you indicate the date -- the date and time that
25 entry was made into the box?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes.

2 Q. Okay.

3 MR. BLANCHARD: May I approach, Your Honor?

4 THE COURT: Certainly.

5 BY MR. BLANCHARD:

6 Q. Ms. Huff, can you tell me what that is?

7 A. These are the entry cards, copy of entry cards.

8 Q. And that's -- those are records generally kept by
9 Bank of America?

10 A. Yes, it is.

11 Q. All right. And can you tell me whose box those are
12 -- or that is? Excuse me.

13 A. It was Lana's, and I think her mother's; I'm not
14 sure.

15 Q. Okay. And flip through those for me. Does that look
16 like an accurate copy of the records for that box?

17 A. Yes.

18 MR. BLANCHARD: I'd like to enter that into
19 evidence as Plaintiff's 5.

20 THE COURT: Any objection, Mr. Lanier?

21 MR. LANIER: None, Your Honor. Defendant's.

22 MR. BLANCHARD: I'm sorry. Defendant's 5.

23 MR. LANIER: No objection to that either.

24 THE COURT: It always helps to remember which
25 side you're representing.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. BLANCHARD: That's right. Thank you.

2 (Defendant's Exhibit 5 is admitted into evidence.)

3 BY MR. BLANCHARD:

4 Q. Ms. Huff, can you tell me if Ms. White's box was
5 accessed in -- let's see -- I'm sorry, in 2006,
6 around April or May of 2006?

7 A. Yes.

8 Q. All right. And can you tell me when, based on these
9 records, it was accessed?

10 A. I'm showing April the 5th, 2006; May the 8th, 2006;
11 May the 23rd, 2006.

12 Q. Okay. And can you tell me who accessed the box?

13 A. Ms. White.

14 Q. And then some representative of the bank went with
15 her?

16 A. That's correct.

17 Q. Okay. Do you -- did Mrs. White ever discuss the
18 contents of her box with you?

19 A. She did at one time show me some jewelry that she had
20 in the box. Other than that, we really don't take an
21 approach of wanting to know what's in a box. We
22 would normally turn our back or to the side so that
23 we could not see into the box.

24 Q. Okay. What did Ms. White often do after leaving her
25 safe deposit box?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 228

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. She would go straight to the teller to make a
2 deposit.

3 Q. Okay. What did that lead you to believe was in the
4 box?

5 A. Cash.

6 Q. Okay. Were you also familiar with Ms. White's
7 statements, bank statements?

8 A. Everyone receives statements. Yes, sir.

9 Q. All right. And so if you'll take a look at that for
10 me.

11 A. Yes, sir.

12 Q. All right. Other than the two pages on the top, can
13 you tell me what those documents are?

14 A. These are copies of bank statements.

15 Q. All right. And can you tell me whose account that
16 is?

17 A. It's in the name of Perfect Nails, Tuyet White.

18 Q. Okay. And based on your time at Bank of America, do
19 those appear to be accurate depictions of a Bank of
20 America account statement?

21 A. Yes, they are.

22 Q. Does that appear to be Ms. White's statement?

23 A. Yes.

24 MR. BLANCHARD: We'd ask to enter those in as
25 Defendant's Exhibit 31.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: No objection.

2 THE COURT: So admitted.

3 (Defendant's Exhibit 31 is admitted into evidence.)

4 MR. BLANCHARD: Thank you, Your Honor.

5 BY MR. BLANCHARD:

6 Q. I'm going to have you take a look at a couple of
7 specific transactions with me, with Ms. Huff. And
8 I'll be sure we make a copy.

9 THE COURT: Make sure she's marked those. And
10 you need to hand them to the court reporter,
11 make sure she's got them marked.

12 MR. BLANCHARD: We have marked them, Your Honor.

13 THE COURT: Thank you.

14 BY MR. BLANCHARD:

15 Q. We're looking at Defendant's Exhibit 31. Can you
16 tell me -- and this is the September 1st, 2006
17 through September 30th statement. Can you tell me
18 about these transactions on September 1st, the
19 information that's contained indicating where that
20 money went when it left Ms. White's account?

21 A. All I can say is it's showing as a bill payment to Le
22 Feather, LLC.

23 Q. Okay. And what does a bill payment mean?

24 A. It could mean, of course, a bill going -- a payment
25 going to a company, any type of company.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 230

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Does it mean that a check was written?

2 A. Not necessarily a check. It could be -- it could be
3 a check. It could be just a transfer, electronic
4 transfer. Depending on if the company -- how they
5 bank, if they bank with us, with the Bank of America,
6 whether or not it would go as an automatic transfer
7 or as a -- a check would be mailed to that person.

8 Q. And is there a way you can identify automatic
9 transfers versus checks versus bill pays?

10 A. Normally, on a bill pay like that, it would show like
11 a check being mailed out. But without actually being
12 able to see the actual transaction, I could not say
13 100 percent for sure if it was a check.

14 Q. Okay. Looking at the same month on September
15 twenty- I think it's -ninth, there's a \$2,000
16 transfer that represents an automatic transfer. Can
17 you tell me what that means?

18 A. That means that an automatic transfer was done,
19 normally within the bank, where the individual would
20 come in and say they wanted some money transferred to
21 another account. That's usually how it's handled
22 when it's an automatic transfer. Or if they had an
23 automatic transfer set up ahead of time where it's
24 done -- had it set up electronically where money was
25 automatically transferred the same day of each month.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Can you also tell, based on those records,
2 what account the money was going into?

3 A. It only shows the last four digits, and it shows
4 7365. So it doesn't tell me like where it's going to
5 the automatic transfer. I would have to know the
6 other account number to see exactly.

7 Q. So what you're referring to is that same September
8 29th transaction, where that money went into an
9 account with the last four digits 7 --

10 A. 365.

11 Q. -- 365?

12 A. Yes, sir.

13 Q. And that's what that information tells you?

14 A. Yes, sir.

15 Q. Okay. Tell me about, looking at June of 2007, on
16 6/29, there's something that says online scheduled
17 transfer. What does that mean?

18 A. That means that money actually being transferred
19 online, where someone actually did a transfer, if she
20 was transferring money straight to another account.

21 Q. Okay. Are you aware of Ms. White using any online
22 banking?

23 A. No, she did not.

24 Q. Okay. How do you know that?

25 A. Well, the way that I knew that is that she came into

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 the bank one day and said, I'm not getting my
2 statements. And so I called our online department
3 just to see what it was showing up. And they said
4 that it was showing it --

5 MR. LANIER: Objection, Your Honor. Hearsay.

6 THE WITNESS: Okay. Let me back up.

7 THE COURT: You can't testify, Ms. Huff, as to
8 what somebody else told you.

9 THE WITNESS: Okay. Can I -- can I back up and
10 say? It actually showed on our computer
11 screen --

12 THE COURT: Is this something you saw?

13 THE WITNESS: Yes, sir. I saw it.

14 THE COURT: Okay. You can testify about that.

15 THE WITNESS: And then I called our online
16 department.

17 THE COURT: Okay. Based on what you saw, what
18 did you determine?

19 THE WITNESS: It said it was -- there were online
20 statements.

21 THE COURT: Okay.

22 THE WITNESS: When I called our online department
23 to confirm that, I was told at that time --

24 MR. LANIER: Objection.

25 THE WITNESS: Okay.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: And --

2 MR. BLANCHARD: Don't tell me what anybody else
3 told you, but --

4 THE COURT: What was done as a result?

5 THE WITNESS: Ms. White said, I do not have
6 online; I do not use a computer for
7 statements or anything else; cancel that and
8 block it so it cannot be done again.

9 THE COURT: Okay. And that's what you did?

10 THE WITNESS: Yes, sir.

11 THE COURT: Thank you.

12 BY MR. BLANCHARD:

13 Q. Do you know, do you remember when that was?

14 A. No, sir, I do not.

15 Q. Okay. Did you have any dealings with Mr. Son Van Le?

16 A. Yes.

17 Q. Okay. Did he have an account with the bank?

18 A. He opened an account, Le Feather. I don't remember
19 dates, but yes, he did have an account with us.

20 Q. When you say he, was it in his name or in the company
21 name?

22 A. It was in Le Feather, which was a LLC, and at the
23 time that it was opened, it was under both of their
24 names as co-owners or manage -- managed the account.

25 Q. So they were both able to sign on the LLC account?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 234

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes.

2 Q. Okay. Do you remember when that was opened?

3 A. No, I do not.

4 Q. Okay. Did -- did Mr. Le ever attempt to transfer
5 money from Ms. White's personal or Perfect Nails
6 account?

7 A. There would be occasions where he would come into the
8 bank and say he needed to transfer money, that Lana
9 wanted him to transfer money. And I, of course,
10 would tell him that I couldn't transfer by his say,
11 that she would have to come and sign paperwork.

12 Q. Okay.

13 A. And he would, at that point, tell me to call her.
14 And I would tell him that I couldn't call her, she
15 would have to actually come and sign.

16 Q. Do you know whether he was able to access her account
17 online?

18 A. Someone did.

19 Q. Okay. Did anyone -- did she or Mr. White ever
20 attempt to use online banking for that account in
21 your presence?

22 A. At some point in time, I remember coming in with the
23 laptop and trying to get into the -- to the -- to the
24 account. And I think they were both there at that
25 time, because I -- as far as her account, I could not

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 have let him into that information.

2 Q. Do you recall who was using the laptop?

3 A. Mr. Le.

4 Q. Okay. Were you aware of transfers between Ms.
5 White's account and Le Feather, LLC's account?

6 A. There were times that they came into my office and
7 asked me to do transfers. Which we had a paper that
8 we had to write up, and then we would -- I would take
9 it to the teller line for the transfers to be made.

10 Q. Okay. Were you aware of any transfers from Ms.
11 White's line of credit account into the Le Feather,
12 LLC account?

13 A. Yes. There were transfers made.

14 Q. Okay. Did any of them stand out in your mind?

15 A. No.

16 Q. Did you ever discuss with Ms. White what those
17 transfers were for?

18 A. She would tell me that she was doing -- adding money
19 to the account to build a building, to help run the
20 business.

21 Q. When you say adding money into the account, you mean
22 moving money into the account owned by the LLC?

23 A. Yes.

24 Q. All right. Ms. Huff, if you will, can you look at --
25 look at these statements for me? And I know it's

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 going to take you a second. Go through them, and can
2 you tell me whether this summary is an accurate
3 summary of the money that you see from these
4 statements moving back and -- moving into the LLC
5 account? Or out of -- out of the Perfect Nails
6 account into either the LLC's account or Mr. Le's
7 personal account?

8 A. Well, without the full account number --

9 Q. Ms. Huff, I've got something else that might help you
10 with that. Take a look at that for me and tell me
11 what that is.

12 A. These are bank statements for Le Feather, LLC.

13 Q. And what bank is that with?

14 A. Bank of America, also.

15 Q. And that's the account that you were telling me about
16 earlier that the LLC had?

17 A. Yes.

18 Q. And that appears to be an accurate copy of those bank
19 statements?

20 A. Yes, sir, it is.

21 Q. Okay. Can you tell me the account number?

22 A. 000778307365.

23 Q. Okay. And does that help you with determining
24 transfers into that account?

25 A. It does with the last four digits, yes.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 237

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Can you take a look at that for me now then?
2 That summary?

3 THE COURT: How long is it going to take her to
4 do that?

5 MR. BLANCHARD: Well, it's a pretty big stack.
6 Lewis, I don't know if you want to just
7 consent it is an accurate summary.

8 MR. LANIER: Yeah, I'll stipulate to that.

9 THE COURT: All right.

10 MR. BLANCHARD: Okay.

11 THE COURT: So is that in evidence, that summary?

12 MR. BLANCHARD: The -- yes, the summary is
13 attached to the Plaintiff's -- or
14 Defendant's Exhibit 31.

15 THE COURT: Okay. All right. Well, it's
16 admitted, and so and we'll -- I'll accept it
17 as an accurate summary.

18 MR. BLANCHARD: Thank you.

19 BY MR. BLANCHARD:

20 Q. Ms. Huff, can you tell me, based on that summary, how
21 much money was transferred from the Perfect Nails
22 account into Le Feather, LLC's account?

23 A. \$80,999.

24 Q. All right. And what about the next two accounts?

25 A. Perfect Nails to Son Le account, 6930, the amount is

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 \$4,580. Perfect Nails to the joint account, 4079, a
2 total of \$12,000.

3 Q. So there's a pretty significant amount of money
4 moving into the LLC account from Perfect Nails
5 account?

6 A. Yes.

7 Q. Okay. Over about a two-year time period?

8 A. Yes.

9 Q. Did Ms. White ever have any trouble getting a loan
10 with Bank of America?

11 A. She never had any trouble that I knew of, no.

12 Q. But she, in fact, got -- you noted a mortgage and a
13 line of credit?

14 A. Yes.

15 Q. And never had any problems getting those because she
16 was able to get them?

17 A. They were in good shape.

18 Q. Okay.

19 A. She always paid ahead of time.

20 Q. And no -- nobody ever came forward claiming a lien
21 against any of her assets?

22 A. None that I knew of.

23 Q. Okay. Looking at those statements, you can tell that
24 she's doing pretty well in the Perfect Nails
25 business?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes.

2 Q. And you actually -- you were a customer of hers for a
3 while, weren't you?

4 A. Yes, I am.

5 Q. Okay. And when you went into her business, did she
6 typically have customers?

7 A. Yes.

8 Q. Okay. And how would you describe her business?

9 A. A good business.

10 Q. Okay. And you -- how long were you her customer?

11 A. I've been a customer of hers for probably about --
12 well, about 23 years.

13 Q. Okay.

14 A. And I know that because of my age of my son.

15 Q. How old is your son?

16 A. Twenty-three.

17 Q. Okay. That makes it pretty easy.

18 A. It does.

19 MR. BLANCHARD: Oh, one last thing. We want to
20 enter as an exhibit that Le Feather, LLC's
21 statements. It'll be Defendant's Exhibit --
22 I'm not sure of the number -- 13. Any
23 issue?

24 MR. LANIER: What is that, please?

25 MR. BLANCHARD: I want to enter the LLC's

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 statements. Any problem with that?

2 MR. LANIER: No.

3 THE COURT: So admitted without objection.

4 (Defendant's Exhibit 13 is admitted into evidence.)

5 MR. BLANCHARD: No further questions at this time
6 of this witness, Your Honor.

7 THE COURT: Ms. Huff, please answer any questions
8 Mr. Lanier may have.

9 CROSS EXAMINATION OF MS. HUFF

10 BY MR. LANIER:

11 Q. Ms. Huff, you've been doing Mrs. White's nails for --
12 I mean --

13 A. She's been doing my nails for about 23 years.

14 Q. Oh, yeah. That's the way it works, isn't it?

15 A. Yeah.

16 Q. Okay. All right. And are y'all personal friends?

17 A. Through the business, yes.

18 Q. Okay. And she continues to do your nails?

19 A. She does.

20 Q. Okay. And did you ever -- with what you've been
21 known -- what you have known about her, is she a good
22 businesswoman?

23 A. I would say yes.

24 Q. She's a knowledgeable businesswoman?

25 A. She is knowledgeable with her business, yes.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 241

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And she is successful?

2 A. As far as I can see by what I -- when going in.

3 Q. And when you -- do you have anything to do with the
4 loan function of the bank? Or did you before you
5 went to the school district?

6 A. I did. I had some -- the bank changed over how loans
7 were handled. Back when the loans were -- her loan
8 was originally done, I did not handle that; that was
9 handled by another associate.

10 Q. Okay. And you have no knowledge of why the money was
11 going back and forth between Mrs. White and Mr. Le,
12 do you?

13 A. Except for her telling me, you know, what she was
14 doing.

15 Q. And in fact, on one of the transfers, you put a
16 notarial -- you signed as a notary that it was a
17 loan, didn't you, on several of them?

18 A. It was asked of me to do that.

19 Q. By whom?

20 A. By Mr. Le.

21 Q. By Mr. Le?

22 A. Uh-huh.

23 Q. Mr. Le asked you to put on there that it was a loan?
24 Or was it Ms. White?

25 A. Okay. I cannot say 100 percent for sure. I'm

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 242

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 thinking he did, but I could not say.

2 Q. Okay. And is that a normal thing?

3 A. If I'm asked to do something that they ask of
4 something like that, we can do something, if it's
5 just a statement, they want it notarized.

6 Q. Well, you're not stating that it's loan; you're
7 saying that whoever asked you to notarize it --

8 A. Exactly.

9 Q. -- was a loan. And if it was a transfer from Mrs.
10 White's account to the LLC account, it would be
11 likely that Mrs. White asked you to sign that
12 affidavit, isn't it?

13 A. I could not say for sure.

14 Q. Okay. And but do you have any specific recollection
15 that Feather Le ever asked you to put anything on a
16 bank transfer that was to be notarized?

17 A. I could not say for sure.

18 Q. Okay. And in the whole time you worked for the bank
19 -- how many years was that, Ms. Huff?

20 A. Thirty-five years.

21 Q. Thirty-five years. How many times have you done --
22 put a notary seal on a bank transfer?

23 A. It could have been the only time.

24 Q. The only time in how many years?

25 A. Thirty-five years.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 243

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And today you don't know why you did that?

2 A. If someone asks me to notarize something, I notarize
3 their signature.

4 Q. Okay. Have you ever given Mrs. White -- Lana is also
5 her name, correct? I think you referred to her one
6 time as Lana.

7 A. Yeah.

8 Q. Have you ever given her any advice about transferring
9 monies back and forth?

10 A. No.

11 Q. How about how to document a loan? If she'd have
12 asked you, how would you think you would document say
13 a \$50,000 transfer, if it was a loan? How would you
14 document the loan?

15 A. If she asked me, you know, depending on what document
16 she had, then if it was something that she felt like
17 needed to be notarized or Mr. Le felt like it needed
18 to be notarized, then I would notarize it.

19 Q. Okay. When the bank makes a loan, what instrument do
20 they always get when the bank makes a loan?

21 A. When the bank makes a loan, we have the loan
22 documents.

23 Q. And what is the most essential loan document?

24 A. A loan agreement.

25 Q. Or a note?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 244

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Mr. Lanier, let me stop you for a
2 minute. Let me let y'all approach just a
3 moment.

4 (Off-the-record sotto voce bench conference.)

5 MR. WILLIAMS: Any of y'all that are under 18 --

6 MRS. WHITE: All of them under 18.

7 MR. WILLIAMS: All right. Well, they need to sit
8 out in the hallway just because of the
9 matter.

10 THE COURT: Just for the record, Madam Court
11 Reporter, I asked about these children
12 coming in the room and that were under 18.
13 I just don't think it's a good idea to have
14 those children --

15 MRS. WHITE: I am sorry, Your Honor.

16 THE COURT: That's all right. I'm not fussing at
17 anybody. I just don't think it's a good
18 idea for them to be in here. Okay. We're
19 talking about some adult things, and I don't
20 know what all might come out, but I'd rather
21 them not be in here. Okay. So thank y'all
22 for helping me with that. I'm sorry. Go
23 ahead.

24 MR. LANIER: That's all right.

25 BY MR. LANIER:

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 245

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. I think, Ms. Huff, what I was going to ask you, we
2 were discussing, when the bank makes a loan, what are
3 the documents that are necessary for the loan?

4 A. The loan agreement.

5 Q. Is that the same thing as a note, a promise to pay?

6 A. A promissory note.

7 Q. Yeah.

8 A. Just different names.

9 Q. Did you ever talk to Ms. White about, if you're
10 making these things and they are loans, you might get
11 a note?

12 A. No, did not discuss that.

13 Q. And this is kind of an unusual question, but if you
14 had five best friends in the world, would Ms. White
15 be one of them?

16 A. No.

17 Q. Okay. She wouldn't be in the top five? She didn't
18 make the cut?

19 A. She -- she does my nails for me, and as far as to
20 call her and have a conversation with her, no.

21 Q. Okay. When did you leave the bank? What year?

22 A. Last year.

23 Q. Last year?

24 A. April of last year.

25 Q. Okay. And then what was the reason you left the

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 bank?

2 A. I retired.

3 Q. Okay. And you're starting a second career at the
4 school district?

5 A. I am.

6 Q. Are you doing accountant work?

7 A. I'm in the finance department.

8 Q. Okay. Using your experience working at the bank?

9 A. Yes, sir.

10 THE COURT: I didn't think Bank of America would
11 let anybody retire.

12 THE WITNESS: Oh, yes, sir.

13 THE COURT: I assume you retired before they left
14 town.

15 THE WITNESS: I retired the week before they
16 announced the merger.

17 THE COURT: So you didn't know about it
18 beforehand?

19 THE WITNESS: I knew something was going on.

20 THE COURT: Okay. I figured. As smart as you
21 are, felt like you'd figure something out.

22 THE WITNESS: Oh, yes, sir.

23 BY MR. LANIER:

24 Q. Let me clarify just a couple other things. You
25 mentioned one time that Mr. Le, Son Van Le, and Mrs.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 White were in the bank together and Mr. Le was on the
2 computer trying to do online banking by a laptop; is
3 that correct?

4 A. Yes.

5 Q. Okay. But she was right there with him?

6 A. Yes.

7 Q. Okay. So no foul there, correct?

8 A. As long as she's with him.

9 Q. Okay. All right. And there's nobody been in that
10 lock box, according to your records that have been
11 put into evidence, but her?

12 A. As far as I could tell, I didn't see where anyone
13 else had been in.

14 Q. Okay. Is anyone else authorized to go in that box?

15 A. Yes. Ms. Parker. And she has been in, I do see, one
16 time back in '99.

17 Q. Okay. And you said there was cash in the box, by
18 implication, because she went to the box and made a
19 cash deposit in a bank; is that correct?

20 A. Yes, sir.

21 Q. Okay. And do you have any idea what is she reporting
22 as far as income tax?

23 A. No, sir. I have no way of knowing that.

24 Q. Okay. So you don't know how good her business is
25 financially?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I would not know as far as except for seeing these
2 bank statements. I have no way of knowing anything
3 about her income.

4 Q. Okay. Nothing further.

5 MR. BLANCHARD: Briefly, Your Honor.

6 REDIRECT EXAMINATION OF MS. HUFF

7 BY MR. BLANCHARD:

8 Q. Ms. Huff, how long have you been a notary?

9 THE COURT: As long as she's been at the bank.

10 A. I think 20 years. I -- because I just renewed my
11 notary. But I don't remember the exact.

12 Q. Do you remember everything you've notarized?

13 A. No, sir. Have no way --

14 Q. Is that a service the bank offers to the general
15 public?

16 A. No, sir. Only to our customers.

17 Q. But to all customers?

18 A. All customers.

19 Q. Okay. If the bank, in your experience, was going to
20 loan somebody two hundred and something thousand
21 dollars, would they get documentation of that loan?

22 A. Yes.

23 Q. Okay.

24 MR. BLANCHARD: Nothing further, Your Honor.

25 THE COURT: Thank you. Thank you, Ms. Huff. It

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 was good seeing you.

2 THE WITNESS: Thank you.

3 MR. LANIER: I have no further questions.

4 THE COURT: Step down and you can be excused.

5 THE WITNESS: Okay.

6 THE COURT: Head on back to teach those children.

7 THE WITNESS: Thank you.

8 MR. BLANCHARD: Thank you, Ms. Huff.

9 THE WITNESS: Thank you.

10 MR. BLANCHARD: Call Ms. Tuyet White.

11 THE COURT: Ms. White, can you come on around?

12 Before you have a seat, if you would raise
13 your right hand for me.

14 Whereupon,

15 TUYET LANTHI WHITE,

16 having been duly sworn or affirmed and cautioned to
17 speak the truth, the whole truth, and nothing but the
18 truth, testified as follows:

19 THE COURT: Thank you. You can have a seat.

20 THE WITNESS: Thank you.

21 THE COURT: If you'd give your full name to the
22 court reporter, and spell it for her,
23 please.

24 THE WITNESS: Tuyet Lanthi White.

25 THE COURT: If you'd spell it for me, please.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 250

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE WITNESS: First name, Tuyet, is T-U-Y-E-T, L-
2 A-N-T-H-I, W-H-I-T-E.

3 THE COURT: Thank you, ma'am. Your witness, Mr.
4 Blanchard.

5 MR. BLANCHARD: Thank you, Your Honor. May it
6 please the Court.

7 DIRECT EXAMINATION OF MRS. WHITE

8 BY MR. BLANCHARD:

9 Q. Ms. White, is English your first language?

10 A. Vietnamese.

11 Q. Okay. Do you understand English well enough to
12 interact with me and answer my questions today?

13 A. Not hundred percent.

14 Q. But you believe, working together, we can -- you can
15 understand what I'm asking?

16 A. Yes, if you explain it to me.

17 Q. Okay.

18 A. Yes.

19 Q. So if you have any question about my question, you'll
20 ask me to explain it?

21 A. Yes, sir.

22 Q. Okay. And if I get going too fast for you, you'll
23 slow me down?

24 A. Yes, sir.

25 Q. Okay. Ms. White, what do you do?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 251

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I do nail.

2 Q. Okay. How long have you done nails?

3 A. I've been doing nail, it's when I in Vietnam. I have
4 a salon. When I come here, I go to school and I got
5 a license. So I start doing nail in '91.

6 Q. Okay. Where were you doing nails in 1991?

7 A. I work for the Lee Nail in Columbia for a couple
8 week. And I will come down to Orangeburg. I know a
9 friend that he were in school with me. And that how
10 I end up in Orangeburg, and I work for Mr. Hiep Bui
11 in Lee Nail in Orangeburg.

12 Q. Okay. And where was Lee Nail in Orangeburg?

13 A. In Prince of Orangeburg Mall.

14 Q. How long were you there?

15 A. I worked for it from '91 to around '95.

16 Q. Okay. Where did you go next?

17 A. I went opened my own salon in Santee.

18 Q. What was the name of that salon?

19 A. Le Nail.

20 Q. Okay. How long were you in Santee?

21 A. It's a couple year.

22 Q. Where did you go after you had your Le Nails in
23 Santee?

24 A. I have the Le Nail in Santee and that Perfect Nail in
25 Orangeburg where I opened a couple month apart.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Where was your Perfect Nail location in
2 Orangeburg?

3 A. On St. Matthew [sic throughout] Road.

4 Q. Okay. Was it actually near the current --

5 A. Near where I am right now. Yes, sir.

6 Q. Near the current location? And where did you go
7 after you were on St. Matthews Road?

8 A. I have a three-year, a two-year tenant with Ann
9 Stillinger. My year would expire, so she don't let
10 me renew the lease, so I go to the Wingate.

11 Q. Okay. And how long were you at the Wingate location?

12 A. I don't remember exact, but a good so many year.

13 Q. Okay. Where did you go after the Wingate location?

14 A. Can I explain for a second? I worked in the Wingate
15 and I got rob. I have a really good business at
16 Wingate as well. And I got rob in -- from over the
17 weekend. They gun point in my belly when I would
18 carry my child.

19 Q. So you --

20 A. And then I would -- I would have no customer, scared
21 to come in there though. After a couple month when I
22 got robbed, Cecil was -- they got killed. But it's
23 hair salon. So I have no customers come in there.
24 So I would drive by to the St. Matthew Road. At
25 corner it turn to the Wingate. I would see the

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 construction. And I see the -- the phone number, so
2 I would call. I --

3 Q. Let me stop you there and I'm going to back up a
4 little bit. So while you were at the Wingate
5 location, is that when you met Mr. Le?

6 A. I met Mr. Le in October 31st, 2004, but at 12:01,
7 maybe one minute after that October 31st. I don't
8 know how you say that. But I pick him up in the
9 Atlanta Airport with his mother.

10 Q. How did you come about meeting Mr. Le?

11 A. What do you mean?

12 Q. How did you get introduced to Mr. Le?

13 A. By his mother.

14 Q. Okay. And how did you meet his mother?

15 A. His mother is -- watch my two kids for a couple year.
16 She babysit and I treat her like my mother.

17 Q. Had you spoken with Mr. Le on the phone before you
18 met him Halloween night 2004?

19 A. Yes, I do.

20 Q. Okay. And you said you picked him up at the airport?

21 A. Yes, Atlanta Airport.

22 Q. All right. And did y'all stay in Atlanta that night?

23 A. We stay -- I pick him up, and then we -- we go to the
24 Mexican restaurant. And he have the people go sing
25 the live music for me. And after that, we would go

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 to the hotel near there, yes.

2 Q. Okay. And then where did y'all go -- how long did
3 y'all stay in Atlanta?

4 A. We stay for one night. The next day that we went to
5 the restaurant, we all eat and we come back to South
6 Carolina.

7 Q. Okay. And how long was Mr. Le in South Carolina?

8 A. He stay from that August 31st to the 14 of November
9 2004, sir.

10 Q. Did you say August or October?

11 A. November.

12 Q. Okay. He was -- you said November 14th --

13 A. He stay for a couple week.

14 Q. A couple weeks?

15 A. Yes.

16 Q. Gotcha. And where did he stay?

17 A. He stay in my house at Lakeside.

18 Q. Okay. Were you and Mr. Le in a romantic
19 relationship?

20 A. Yes.

21 Q. When did that relationship become a romantic
22 relationship?

23 A. Well, as soon as I first met him, that, you know, I
24 love on the phone, as -- as soon as I first met him
25 that, you know, we stop and really, and real, and

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 255

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 that, you know, we --

2 Q. When did you -- after Mr. Le went back home in
3 November, when did you see him again?

4 A. My plan when his plan that go to for Thanksgiving in
5 Nevada and he would -- when he fly back to California
6 with his mother, with my two kids, 23rd of November,
7 2004, I fly from Columbia to Nevada airport. Him and
8 his daughter and his son-in-law pick me up at that --
9 and his grandson, they pick me up at that Nevada
10 airport.

11 Q. So you allowed his -- you allowed him to take your
12 children back to California with him?

13 A. Not him. His mother.

14 Q. His mother?

15 A. Yes.

16 Q. All right. And you met him in Nevada. What did
17 y'all do in Nevada?

18 A. I met him -- I met him Atlanta Airport the first time
19 that I met him. But in Nevada that I arrive over
20 there to see him.

21 Q. Right. What did you do in Nevada?

22 A. When I first come to there and then that he took me
23 to the steakhouse, we stay in the Circus Circus
24 Hotel. And also that casino. He take me to that
25 steakhouse and he propose. And he say that that's

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 our engagement party. That what I know of. And we
2 went there with his daughter and his son-in-law and
3 him and I. And I remember I ordered that black-eye
4 pea soup and he yelling at me. He say, that's all
5 you want?

6 Q. So you agreed at that point in December of '04 to --
7 that you wanted to marry Mr. Le?

8 A. He's talk about that. And after that, we -- after
9 the dinner, we went up. So, you know, we have sex.
10 When I traveling back to South Carolina that I know
11 that I want to be with him, yes.

12 Q. Okay. And did you -- soon thereafter, you discovered
13 you were pregnant; is that correct?

14 A. When I am traveling back and I'm in the line to get
15 in the airplane to come back to South Carolina from
16 Orlando, yes, I would pass out. So immediately when
17 I woke up, the airplane would already, you know,
18 close the door. I call him immediately because I
19 don't know what to do. And I told him, I said, I
20 missed the airplane, so I think I'm pregnant. I
21 think he wanted just, you know, get the situations
22 for me to travel. And it's a couple hour later.

23 Q. Okay. You -- and I think you told me this. You said
24 you informed him you thought you were pregnant at
25 that point?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes, I told him that I'm pregnant, yes.

2 Q. All right. Did y'all discuss any kind of future
3 plans at that point?

4 A. He say, how do I know? I said because my body I
5 know.

6 Q. Okay.

7 A. And that time when I would fly home I was scared. I
8 was scared because I never go anywhere. So I scared.
9 I got lost. So that why I call him immediately.

10 Q. And you were later able to confirm that you were in
11 fact pregnant?

12 A. Yes, I am.

13 Q. Okay. And when was y'all's child born?

14 A. Le Feather, he born in September 10, 2005, sir.

15 Q. Okay. And that -- more recently, Le Feather is the
16 child that was involved in the family court
17 litigation y'all had to determine paternity?

18 A. Yes, sir. The reason that he say that Le Feather is
19 not his child.

20 Q. Okay. But that -- that court action determined that
21 he was --

22 A. Yes, sir.

23 Q. -- Le Feather was his child?

24 A. Yes, sir.

25 Q. Okay. And after the trip to Nevada, when was the

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 258

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 next time that you saw Mr. Le?

2 A. In -- when we talk on the phone, he would arrive from
3 Nevada. I'm not sure from Nevada or from California,
4 but I know that he say that from his house he drove a
5 Studebaker from California to South Carolina. And
6 he's -- he leave on December 12th. So he get to
7 Huntsville, Tennessee. He call me and he said he
8 would breakdown with the car. And then I don't
9 remember how he get home. But he -- he get home.
10 And he asked Jim Maher to drive over there to pick up
11 the car with him. That's all I know.

12 Q. When was that?

13 A. December 2004, sir.

14 Q. Okay. And where did he live when he came to
15 Orangeburg?

16 A. He live -- he live with me in 2290 Lakeside Street.

17 Q. And how long have you had that house?

18 A. I bought that house in 1999, sir.

19 Q. Okay.

20 A. In June -- June or July '99.

21 Q. What did Mr. Le bring with him when he drove over
22 from California?

23 A. He have a little bit of the clothes, a blanket, and a
24 food in the jar and food in the cans. And that's it.

25 Q. Okay. Did he at any point -- did he move in with you

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 at that point?

2 A. Yes, sir.

3 Q. So he never returned to live in California?

4 A. He'd return at a little while, but he said that he
5 returned to fix his roof. His house, the roof. And
6 then I got robbed right around that time, too. May
7 that he returned sometime.

8 Q. Okay. And you told me about the robbery earlier.
9 The robbery was the reason you wanted to leave the
10 Wingate location?

11 A. It not the robbery. Because the customers scared to
12 come in the area; yes, sir.

13 Q. Okay. And how did you -- how did you decide where to
14 go next after you left Wingate?

15 A. I don't -- I don't decide because I don't know where
16 to go. So one -- one day that I drive by that St.
17 Matthews Road, I turn to the Wingate and I see the
18 construction there. Because I was looking for the
19 place to go. But then I see the construction there.
20 They have the phone number and I would call. I would
21 called and I talked to some man. And then after
22 that, I would come home and I tell him that, you
23 know, you need to call and talk to that whoever owner
24 so we can rent the place.

25 Q. Okay. So you told Mr. Le about the store or the

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 location that was being built on St. Matthews Road?

2 A. Yes, sir.

3 Q. Okay. And you were familiar with that area because
4 you'd had a store across -- kind of across the street
5 from it before?

6 A. Yes, sir. I would been here when that St. Matthew
7 Road only two-lane. Now it four-lane. Yes, sir.

8 Q. Been there for a long time?

9 A. Yes, sir.

10 Q. Okay. And did you have any further discussions with
11 Mr. Le about that store or location?

12 A. Yes, sir, because that business -- that he also know
13 that business that I have -- I mean, 90 percent of
14 the client will turn away, because after I got
15 robbed, Cecil got killed. I have nobody buy in the
16 area. So that why I told him, and we need to move.

17 Q. And you talked to Mr. Le about renting that building?

18 A. Yes, sir.

19 Q. Okay. And who dealt with Mr. Rutherford after you
20 made that initial phone call?

21 A. What you mean?

22 Q. Did -- after you called Mr. Rutherford, the owner of
23 the building, the first time, did you call him
24 anymore about the building?

25 A. After that, I let Mr. Le, just he handle all the

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 business.

2 Q. All right. You let him handle the further
3 negotiations for the building?

4 A. Yes. First of all, that I love him. Second of all,
5 that I don't talk good, so people, they don't
6 understand me.

7 Q. Do you remember what the rent was going to be for
8 that building?

9 A. I don't remember, but he say that we sign for three
10 year. He give us one month lease free.

11 Q. When you say he, who is he?

12 A. The Mr. Rutherford.

13 Q. Okay. Mr. Rutherford gave y'all a three-month lease?

14 A. No. Three-year lease. It's one month free rent.

15 Q. Okay. And at what point did y'all talk about buying
16 the building?

17 A. I remember after we -- I told Mr. Le, I say, because
18 the business good, it happened to -- to Ann
19 Stillinger before. So I tell Mr. Le, I said we
20 better sign longer term, because if we sign three
21 year, we going to get kick out again. So that much
22 better that I tell Mr. Le. So I believe that we sign
23 a ten-year. That my memory is not all the way. But
24 he said that he got like three month free rent and
25 that why Mr. Le handle all that.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Ms. White, do you have a LLC named Perfect
2 Nails or Perfect Nail, LLC?

3 A. No, sir. It's never -- not Perfect Nail.

4 Q. Okay.

5 A. Before I met him, no.

6 Q. So do you understand what an LLC is?

7 A. When he explained it to me, the LLC, yes, sir.

8 Q. So what do you understand an LLC to be?

9 A. He said that it's something that I do because I have
10 the lawsuit before, and I tell him the lawsuit is.
11 And he say if somebody sue me, if I -- they gonna
12 take everything that I own. So the LLC is protect
13 that nobody can touch. And I agreed with him.

14 Q. Okay. Is that why you and Mr. Le set up Le Feather,
15 LLC?

16 A. Yes, sir.

17 Q. Okay.

18 A. Before we -- back before we set it up, Mr. Le tell me
19 to call the IRS to get the tax ID. And we did. We
20 both sit and call the IRS and we did get the tax ID.

21 Q. Okay. Who prepared the document to set up the LLC?

22 A. For Mr. Le.

23 MR. BLANCHARD: Can I see Plaintiff's Exhibit 1,
24 please?

25 THE COURT: I think the only LLC document

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 introduced was the dissolution.

2 MR. BLANCHARD: I thought the incorporation
3 document had been introduced.

4 THE COURT: I don't think so.

5 MR. LANIER: I think so.

6 MR. BLANCHARD: You think it has?

7 MR. LANIER: I know the dissolution is in there.

8 MR. BLANCHARD: The dissolution is --

9 THE COURT: The dissolution is Exhibit 1.

10 MR. BLANCHARD: -- what's marked as Exhibit 1.

11 We thought the -- we thought -- the
12 dissolution is entered as Exhibit 1.

13 MR. LANIER: Well, I said dissolution.

14 Disassociation.

15 MR. BLANCHARD: Disassociation, right.

16 MR. WILLIAMS: Here's another one. You want to
17 make a new exhibit?

18 MR. BLANCHARD: We can do that.

19 THE COURT: I don't think that -- I don't think
20 anything else for the LLC has been
21 introduced.

22 MR. BLANCHARD: Okay.

23 BY MR. BLANCHARD:

24 Q. Ms. White, did you sign that document as an organizer
25 of the LLC?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Yes, from the first that we filed, yes.

2 Q. And that's -- your understanding, that's the document
3 that sets up Le Feather, LLC with the Secretary of
4 State in South Carolina?

5 A. Yes, she explain that to me, yes.

6 MR. BLANCHARD: We'd ask that be entered as
7 Defendant's Exhibit 2.

8 MR. LANIER: No objection.

9 THE COURT: Without objection, so admitted.

10 (Defendant's Exhibit 2 is admitted into evidence.)

11 MR. BLANCHARD: Thank you.

12 BY MR. BLANCHARD:

13 Q. Ms. White, just so we're clear, this is your
14 signature on number 10, signature of organizer?

15 A. Yes.

16 Q. Okay. Did you -- who prepared that document?

17 A. Mr. Le did.

18 Q. Do you know if an attorney was consulted in preparing
19 this document?

20 A. We do everything at home. We don't go to attorney,
21 sir.

22 Q. Okay. So you did not seek any legal advice --

23 A. No, sir.

24 Q. -- on that?

25 A. I trust Mr. Le, the one that I love, and I -- he say

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 265

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 he handle everything for me.

2 Q. Were there any other members of that, of Le Feather,
3 LLC?

4 A. I'm a member. My what?

5 Q. I can't hear you.

6 A. I can't understand the question. My what?

7 Q. Okay. Was anybody else a part of Le Feather, LLC?

8 A. No. Only him and I.

9 Q. And what's your understanding of what Le Feather, LLC
10 was set up for?

11 A. He said what the LLC was set up for, if somebody
12 would for suing me, that would -- the LLC will be
13 protect. That nobody can touch the LLC. That what I
14 understand, sir..

15 Q. Right. Let me ask you this way: What business was
16 the LLC going to do?

17 A. From beginning, that supposed to be Perfect Nail and
18 clothing and knickknack. Yes, sir.

19 Q. Okay. And where were those businesses going to be
20 located?

21 A. The nail shop was 1717 St. Matthew Road. The
22 clothing store is 1715 St. Matthew Road. It was next
23 door.

24 Q. When did y'all move into the St. Matthews Road
25 property?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I'm -- I don't remember exactly what day. But I do
2 move in from Wingate to 1717 St. Matthew Road in
3 December sometime close to Christmas Day, sir.

4 Q. All right. When did you first -- when were you first
5 able to start operating?

6 A. Mr. Rutherford, he would say that his building should
7 be finished by December. And I said what that
8 Christmas the time that I make money. And he say --
9 he promise the building is going to be ready. So the
10 building, when I moved them in, the building not
11 ready until sometime in March, I believe in 2006 or
12 --

13 Q. Okay. So do you know how long you were not able to
14 use that location to run the business?

15 A. When I move in for that three month, I cannot open
16 the business, sir.

17 Q. Okay. I'm going to hand you Plaintiff's Exhibit 1.
18 Is this your signature on Plaintiff's -- did you sign
19 this? Plaintiff's Exhibit 1?

20 A. I don't remember, sir.

21 Q. You don't -- do you remember signing a disassociation
22 document with the LLC?

23 A. The LLC, yes, I do remember. The reason I sign up
24 because I went into -- can I explain?

25 Q. Before you do that, when was that done?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I don't remember exact day, but pretty much that
2 Perfect Nail opened and then we got all the clothes
3 is from Vietnam to -- to U.S. I go get that resale
4 license. That what I found out, Mr. Jack Rash, he
5 would look at me, and he would say, you owe --

6 Q. Don't tell me what somebody else said. Did -- was Le
7 Feather, LLC able to get a retail license at that
8 location?

9 A. Yes.

10 Q. Okay. And you've never had any issue with -- or
11 you've never had to pay any tax liens, have you?

12 A. No, sir.

13 Q. Okay. Because there's been questions asked about
14 whether or not you had tax liens. But you have not
15 paid any tax liens, right?

16 A. No, sir, because I didn't -- I didn't owe that.

17 Q. Okay. And that never caused you an issue when you
18 were financing on your house, the Lakeside house?
19 The tax liens did not create an issue for your
20 refinance?

21 A. No, sir.

22 Q. Okay. Do you understand what it means to be
23 disassociated from an LLC?

24 A. No, sir.

25 Q. Okay. What was your understanding of what would

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 268

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 happen after you signed the disassociation from Le
2 Feather, LLC?

3 A. I understand that I really want the business to be
4 open, our clothing store and knickknack. I
5 understand that Mr. Le would tell me at that point in
6 time that he do that to help me and my children. So
7 I love him so much, so I trust him 100 percent. And
8 also that he say that Le Feather is just in the LLC,
9 too.

10 Q. Okay. Did you believe you were still an owner of the
11 LLC?

12 A. I'm not on the paper, but I do own the money.

13 Q. So you were still a part of the LLC even after you
14 signed that document?

15 A. Say that again.

16 Q. It was your belief that even after you signed that
17 document, you were still part of Le Feather, LLC?

18 A. Because that recall Mr. Le that I thought he would be
19 honest, that he would do that, for like what would
20 come out of his mouth he'd do for me and my children.
21 He not going to touch anything. Yes, I do. Because
22 all the money it come to my pocket. Yes, sir.

23 Q. When you says all the money came out of your pocket,
24 are you talking about the money to operate the LLC?

25 A. Yes, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 269

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. And do you have a safe deposit box at the Bank of
2 America?

3 A. Yes, sir.

4 Q. Okay. And what do you keep in that safe deposit box?

5 A. The safety -- safety deposit box that I opened in
6 1999, sir, sometime, because I have my mother name in
7 there, if something happened to me with the IRS, so
8 they cannot get in, because my mother name on there.
9 But she ask my name, so that what I can come in. I
10 keep the jewelry, diamond, gold, and cash.

11 Q. Okay. And how much cash do you have in your safe
12 deposit box?

13 A. I -- it's -- it's a lot.

14 Q. Okay. When you say it's a lot, how much is a lot?

15 A. I have about close to \$300,000 on cash. And I get
16 3.3 point -- 3.3 carat diamond and 2.4 carat diamond
17 and 1.4 carat diamond. And I have a lot of 24 nine
18 nine nine, it gold, and that leave the pack like
19 that. I have about 50 or 70 of them. And that is
20 worth \$1,000 apiece.

21 Q. What do you recall about the purchase of the
22 building, the St. Matthews Road building? Who
23 approached Rutherford about that purchase?

24 A. What that mean?

25 Q. Who -- who contacted Rutherford about purchasing the

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 270

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 St. Matthews Road property?

2 A. Everything do the talk, Mr. Le, sir.

3 Q. Okay. You let him handle all of the negotiations?

4 A. Yes, because I love him at that point, and I trust
5 him. Yes, sir.

6 Q. Okay. And why was it important to buy that property?

7 A. Mr. Le would tell me that when I'd rent the building,
8 it would -- when I move out -- because I don't have
9 anything. But when we pay, when we buy it, when we
10 move out, we got something. And that's good
11 investment. And he say he juggling the money really
12 well, so just let him take care of that part. And I
13 am really good for business, so he hand over that
14 part, sir.

15 Q. Okay. In April of 2006, did you and Mr. Le take a
16 trip to Atlanta?

17 A. April of 2006?

18 Q. Yes.

19 A. I don't remember exact month, but I do take the trip
20 with him because I sell the diamond, sir.

21 Q. Okay. Where did you go with him to sell the diamond?

22 A. I go to Buford Highway one new jewelry store.

23 Q. And how much did you sell your diamond for?

24 A. I sell my diamond, it close to \$80,000, sir.

25 Q. And what happened with the money that you got from

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 selling the diamond?

2 A. When we get the money that, Mr. Le keep that in his
3 jacket. And the jewelry store is friend of mine. He
4 looking at me. And he say that why did he keep all
5 the money. And I say that he's supposed to be, you
6 know, my future husband and I -- I also -- he -- Mr.
7 Le tell me he's a FBI agency [sic throughout], so.

8 Q. Do you know what Mr. Le did with the money?

9 A. He said that he deposits it into the account, but I
10 don't know what the account that he deposits.

11 Q. Okay. And was this before the St. Matthews Road
12 property was purchased?

13 A. Yes, sir.

14 Q. Do you know how close in time it was to the purchase
15 of the St. Matthews Road property?

16 A. Don't remember exact, sir.

17 Q. Was it the same year?

18 A. Yes.

19 Q. Was it -- did you go to your safe deposit box on May
20 8th of 2006?

21 A. Go into my deposit box?

22 Q. Yes, ma'am.

23 A. Yes, sir.

24 Q. Your safe deposit box?

25 A. Yes, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 272

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Do you recall what you got out of your safe deposit
2 box on May 8th, 2006?

3 A. Yes, sir.

4 Q. What did you get out?

5 A. I got out \$100,000 in cash, sir.

6 Q. And what did you do with that cash?

7 A. That with that money for put down the payment for Mr.
8 Rutherford, the one that sell the building, sir.

9 Q. The -- which building?

10 A. That building that I own right now.

11 Q. Okay. Who did you give that money to?

12 A. The money, I hand it to Mr. Le. Yes, sir.

13 Q. When did you hand it to Mr. Le?

14 A. The day that we're closing.

15 Q. Okay. What did Mr. Le do with the money?

16 A. Mr. Le and Mr. Rutherford and Mr. Richards Bowman
17 [sic throughout], they all go to the bank. But he
18 told me he went to the Bank of American [sic
19 throughout].

20 Q. Did you go to the bank with him?

21 A. No, sir.

22 Q. Okay. Do you recall signing any paperwork the day of
23 the closing?

24 A. I don't go with them, sir.

25 Q. And do you remember signing anything that day?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 273

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Not -- not really.

2 Q. Okay.

3 A. Not that day. Not really.

4 Q. Did you have -- do you remember any conversations
5 with Richard Bolen?

6 A. I -- when I first call for the rent a building. But
7 after that, I don't talk to any one of them, sir, no.

8 Q. All right. And just so we're clear, Richard Bolen is
9 the attorney that was here earlier?

10 A. He attorney for the Bank of American closing my
11 house, yes, sir.

12 Q. Okay. But on the day, and I think it was May 9th,
13 2006, you don't recall any conversations with him
14 that day?

15 A. No, sir, I don't know, because Mr. Le do all the
16 talk.

17 Q. Okay. Did you talk to Mr. Ruthosky that day -- I'm
18 sorry, Mr. Rutherford?

19 A. No, sir.

20 Q. Okay. What was your understanding of what was going
21 to happen with this -- what name the St. Matthews
22 Road property would be put into?

23 A. Recall, with Mr. Le, he tell me he's put in my three
24 kids' name.

25 Q. Okay. Is that why you were comfortable giving him

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 274

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 the \$100,000 in cash?

2 MR. LANIER: Objection. Leading, Your Honor.

3 A. Yes, sir.

4 THE COURT: I'm going to overrule the objection.

5 MR. BLANCHARD: Thank you, Your Honor.

6 BY MR. BLANCHARD:

7 Q. Did you ever ask for any kind of receipt for what
8 happened with the money?

9 A. No, sir. Because I trust the one that I love. I
10 have a child with him. Why did I -- if I don't love
11 somebody, I'm not going to give up that kind of
12 money.

13 Q. Did you contribute money to the purchase of the Rhoad
14 Street house?

15 A. Yes, sir.

16 Q. How much?

17 A. I got \$65,000 on cash left. And I would pull that
18 40,000 in that line of credit, sir.

19 Q. And that 65,000, where was that money held?

20 A. I have that too, that the box, too, safety box.

21 Q. So you went into the safe deposit box and got that
22 money out?

23 A. Yes.

24 Q. All right. And where was the other money from?

25 A. That money from my nail shop, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. No, I mean the other money you told me you put into
2 the purchase of the Rhoad Street property.

3 A. That line of credit, I pulled out \$40,000, sir.

4 Q. And did you -- when you say you pulled that money
5 out, did you get a check, cash? Where did -- how did
6 that happen?

7 A. I don't know what Mr. Le do in that. I let him
8 handle all that.

9 Q. You say you let him handle it. You let him go to the
10 bank?

11 A. I go to the bank with him, but I don't remember. I
12 believe that we put in the Le Feather account, sir.

13 Q. Okay. And what was your understanding of what name
14 the Rhoad Street house was going to go into?

15 A. Supposed to be Le Feather, LLC and three kids, sir.
16 And supposed to be go in the trust. That what he
17 said, that he put them in the trust.

18 Q. Who found the Rhoad Street house?

19 A. I think Michael and -- and Le.

20 Q. And where was Mr. Le living at that time when the
21 Rhoad Street house --

22 A. He live in 2290 Lakeside Street with me, sir.

23 Q. So what was the purpose of purchasing the Rhoad
24 Street house?

25 A. Because Michael Ruthosky, that one I -- I call him a

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 son, and I help him out. I buy that for employer and
2 him live in there. Yes, sir.

3 Q. Tell me who Michael Ruthosky is.

4 A. He already die. (Crying.)

5 Q. You say he's passed away?

6 A. Yes.

7 Q. Okay. And I understand --

8 MR. BLANCHARD: Do y'all have any tissues?

9 Q. Need a minute? You let me know when you're ready.

10 A. I'm ready.

11 Q. Okay. So tell me who Michael Ruthosky is.

12 A. Michael Ruthosky that I met him one day that he
13 walking with his sister and his brother in the
14 street. And we asked him to stop and help us to
15 carry that I have the big suitcase that my friend
16 give it to me. And then I need him help. So that
17 why I -- I offer him a job. And I treat him like a
18 son. And I take care of him.

19 Q. How long did you treat him like a son and take care
20 of him?

21 A. I know him just the day that I know him to when he
22 died, less than -- less than two years.

23 Q. Okay. Where was he living during that two-year time
24 period?

25 A. He -- we rent that apartment from Mrs. Rice,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 apartment that is off that -- I don't remember, but I
2 know where it's at. It's behind that -- behind that
3 -- right now we got in that for Michael. Lived there
4 for a shorten time. And then we bought a property,
5 so we -- that why we move him over to Rhoad Street
6 house. He live there by himself.

7 Q. Okay. Who paid for his apartment?

8 A. The apartment that -- I don't remember, but I believe
9 that I come up with the money and Mr. Le take care of
10 that, sir.

11 Q. So you believe that you and Mr. Le were helping him
12 with the apartment?

13 A. We both rent that for him. Yes, sir.

14 Q. Okay. Were you present at the closing for the Rhoad
15 Street property?

16 A. No, sir.

17 Q. Okay. And why weren't you present that day?

18 A. Because I have West Nile and I have really, really
19 sick, sir.

20 Q. Okay. How long have you been sick?

21 A. I have West Nile Virus. I end up in the Richland
22 Hospital for a week. And I end up in the Orangeburg
23 hospital, sir, for a week.

24 Q. Okay. Did -- who took care of you while you were
25 sick?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Say it again, sir.

2 Q. Who took care of you while you were sick?

3 A. Michael.

4 Q. Were you concerned about missing the closing?

5 A. That -- well, Mr. Le tell me that he do everything
6 that I wanted. And I trust him, yes.

7 Q. So you didn't take any action to try to delay the
8 closing?

9 A. Say that again.

10 Q. You didn't take any action to try to stop the closing
11 and make it happen at a later date when you could be
12 there?

13 A. No, sir, because I know I can't be there. I'm in the
14 hospital at that point.

15 Q. Okay. Do you understand what a loan is?

16 A. That mean that I borrow somebody's money. Yes.

17 Q. Okay. And have you ever borrowed money from Le
18 Feather, LLC?

19 A. No, sir.

20 Q. Have you ever borrowed money from Son Van Le?

21 A. No, sir.

22 Q. And have you ever leased or rented property from Le
23 Feather, LLC or Son Van Le?

24 A. Who?

25 Q. From Le Feather, LLC or the plaintiff, Son Van Le?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 279

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. I still don't get the question.

2 Q. All right. Have you ever rented property from Le
3 Feather, LLC?

4 A. No, sir.

5 Q. Okay. So if there's a check on the Perfect Nail
6 account that has rent in it, is that something that
7 you wrote?

8 A. Mr. Le will tell me that Mike get the check deposit
9 to Le Feather account to make like that I rent, I pay
10 the rent, so I can write off with that, the nail --
11 nail business. And sometime that he would do the
12 writing, the check writing, too, sir, yes.

13 Q. So he wrote out some of the checks?

14 A. Some check that he wrote, some check that I wrote.
15 Yes.

16 Q. Okay. Did he -- I think you stated that he told you
17 to write out checks for rent.

18 A. He told me to make it like a rent. Then I do what he
19 say. Yes, I listened to him.

20 Q. You took his advice on most business transactions,
21 didn't you?

22 A. Yes, because he would told me he know that I have a
23 lot of cash. He would scare me that he say, well,
24 the IRS going to put you in jail, and anything in
25 your name, they gonna take everything from you.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 That's why I believe and trust him.

2 Q. Why were you so willing to take his advice?

3 A. Because I love him, sir.

4 Q. You never sought any advice from anybody else?

5 A. No, sir.

6 Q. You've got -- Perfect Nails has a business account
7 with Bank of America?

8 A. Yes, sir.

9 Q. Okay. And do you -- are you familiar with that
10 account?

11 A. Yes, sir.

12 Q. From -- I'm going to hand you what's been marked
13 Defendant's Exhibit 31. Were you aware that in --
14 can you tell me -- and I'm looking at the June 2006
15 statement. Can you tell me what this \$4,500 transfer
16 was for?

17 A. I don't know, sir.

18 Q. Okay. Do you know what any of these transfers were
19 for?

20 A. No, sir.

21 Q. All right. What about in July of 2006? Do you know
22 what any of these transfers were for?

23 A. No, sir. I don't do no computer. And I don't -- I
24 don't read well.

25 Q. Okay. Going to the next month, September of 2006, do

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 281

4/20/2016

HEARING.- LE FEATHER & LE VS. WHITE

1 you know why \$2,000 was transferred to Le Feather,
2 LLC for bill payment?

3 A. No, sir.. As soon as Mr. Le would step in my life, I
4 let him take care of all my banking and all my
5 funding to the 2010, the one that where he would ask
6 me to leave the building. Then that what I would
7 know that I would -- I would screw up.

8 Q. How long did you allow Mr. Le to take care of your
9 account?

10 A. When he step in, he say that he would take care all
11 that, so that way nobody can steal money from me.
12 And I trust and believe because he read good and he
13 also the FBI agency. That what he say to me, and I
14 believe him hundred percent, sir.

15 Q. Do you do any online banking?

16 A. I did not know how to use the computer, sir.

17 Q. If you wanted to get money out of your account, how
18 did you normally do that?

19 A. I go to Patricia Huff and I write a check, and I go
20 to the teller and cash them.

21 Q. Did you ever request online statements for your
22 account?

23 A. No, sir, I don't understand how to use a computer.
24 I'm sorry.

25 Q. Did anybody else have access to your account?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1. A. Mr. Le handle all that, sir.

2 Q. Okay. Did he have the ability to sign into that
3 account online?

4 A. He handle all that. I don't know.

5 Q. You don't know what he did?

6 A. No, sir.

7 Q. So you don't know how much money came in and out of
8 that account?

9 A. No, sir.

10 Q. Was money available when you needed it to pay any
11 kind of bills?

12 A. When he out of the country that I worked my business,
13 it all the cash. I bring in what I need for cash,
14 sir. And if I want to pay bill, I would deposit in,
15 and he told me don't deposit all the cash in. And I
16 handle him all the cash. But pay for the bill
17 sometime that I go DPU, I pay cash, yes.

18 Q. So you had cash to pay what bills that you could, and
19 you had access to your account if you needed it to
20 write checks?

21 A. Yes. And my account, Perfect Nail account and Le
22 Feather account, I would all way from beginning it
23 open, I always write checks, sometime to pay bill,
24 sometime that, you know, when he in the -- when he in
25 the state, so he take care of the bill. But he out

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 of the country, I have to take care of all that.

2 Q. Ms. White, do you believe you're still part of Le
3 Feather, LLC?

4 A. I don't believe, but I know I own that, sir.

5 Q. And also, the -- any assets that Le Feather, LLC
6 might own, you believe you own those?

7 MR. LANIER: Your Honor, that's leading.

8 A. Yes, sir, I would --

9 MR. LANIER: Object.

10 A. -- know that I own that. But I'm sorry, I don't have
11 any paper to prove, but I know at all that I own the
12 money. I own -- I don't own the paper. I'm sorry.

13 Q. Did you contribute money to Le Feather, LLC?

14 A. Everything, every dime that I have, I handed to all
15 somebody that I love. That my big mistake in my life
16 that I never had, shouldn't be had, shouldn't be
17 happen.

18 THE WITNESS: (To Mr. Le) I love you and I trust
19 you all the way. That's why I'm here today.
20 You know that?

21 BY MR. BLANCHARD:

22 Q. Ms. White, how long were you and Mr. Le together?

23 A. From the day that I met him, October 31st, to 2010.

24 Q. Okay. And why did your -- what ended first? Your
25 business relationship or your romantic relationship?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. My -- he's supposed to be my man that I grow old with
2 him. Not business, sir.

3 Q. And when did that romantic relationship end?

4 A. Yes, sir.

5 Q. When did it end?

6 A. It was August the 19, it sometime around between 2:00
7 to 3:00, it was he walk in with that Sharon and Mr.
8 Danny Shuler or whatever it is, is he own that vacuum
9 cleaning. And he ask me to leave the building. He
10 ask me to --

11 Q. Who is he?

12 A. -- ask for key.

13 Q. Who is he?

14 A. Mr. Le.

15 Q. He asked you to leave the building?

16 A. Yes, sir.

17 Q. Why did he ask you to leave the building?

18 A. I don't know.

19 Q. And was that -- I think you were telling me how
20 y'all's romantic relationship ended. Is that what
21 you were telling me?

22 A. Yes, sir.

23 Q. How did it end? He came in and asked you to leave?
24 Is that -- I'm just making sure I'm following.

25 A. Well, he would -- he bring my aunt from Vietnam to

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 here. We -- before the July 2010, my aunt had come
2 here on May the 9. She got here May the 9, 2010. He
3 fly home with Mr. Le that I think he supposed to
4 bring my aunt. Mr. Le supposed to be my husband.
5 And then he supposed to bring my aunt here to help me
6 run the business because he say he don't trust
7 anybody. So I believe in him. My aunt will come
8 here. We arrive from South Carolina to Nevada, get
9 the married license. So that my understanding. He
10 telling me that -- that the married license, that you
11 got it in only an hour, you have it. And we arrive
12 back. And he get ready to bring my aunt home for --
13 I don't know what I doing, for shorten time. And
14 then at that time, I was sitting out in the truck
15 with -- talk with Mr. Cathi Lanham about my children
16 going with her that night. And then all I know, he
17 just ride off the yard. And I would told -- I bend
18 -- I say, I'm sitting in the tailgate. So he would
19 jump out and he beat me up and he throw me out the
20 truck. And he back the truck. So I climb in the
21 bush at that time. And just his grandson in person,
22 Houston White, and Le Feather White in person. And
23 then, well, Mr. Cathi, I yelled and scream Mr. Cathi
24 that we call 911. And four policemen come in and
25 they ask me did I want to go in hospital.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. LANIER: Objection, Your Honor. Hearsay.

2 THE COURT: You can't tell what the policeman

3 told you, okay. Or what anybody said, okay.

4 You just testify what you do.

5 THE WITNESS: Yes.

6 BY MR. BLANCHARD:

7 Q. Ms. White, did you report that accident -- or that
8 incident, excuse me, to the police?

9 A. I do -- I do recall, but it just, the next day, when
10 I come pick up, it -- it no -- no -- not a word it
11 was found.

12 Q. Okay. But you reported it to the police that night?

13 A. Say it again, sir.

14 Q. You reported it to the police that night?

15 A. Yes. And four policemen come at that day. I don't
16 remember the officer name.

17 Q. That's fine. You don't have to tell me everybody's
18 name. That's what I needed. You also did a will in
19 May of 2007. Do you recall that will?

20 A. That will that Mr. Le was fill out and all he -- he
21 tell me to sign. And whatever he tell me to sign I
22 sign.

23 Q. So you signed that will?

24 A. Yes, sir.

25 Q. Do you remember what it said?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 287

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Did I tell you that I cannot read so much? I don't
2 understand, sir.

3 Q. Did Mr. Le explain to you what it said?

4 A. All he say, it just if something happen to me, it
5 just, you know, he take care of the kids for me.

6 Q. Okay. One moment, Your Honor.

7 MR. BLANCHARD: Nothing further at this time,
8 Your Honor.

9 THE COURT: Ms. White, please answer any
10 questions Mr. Lanier will have for you.

11 CROSS EXAMINATION

12 BY MR. LANIER:

13 Q. Good afternoon, Ms. White.

14 A. Yes, sir.

15 Q. I tried to follow closely your direct examination.

16 Okay. I'm going to try to explore this in a
17 sequential method that I'm going to start with what
18 your personal relationship is.

19 A. Yes, sir.

20 Q. With Mr. Le.

21 A. Yes, sir.

22 Q. Somewhere in your testimony, I thought you heard -- I
23 thought you -- heard you say that he was your man and
24 he was your husband. Is that correct? Did I mis- --

25 A. Yes.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. -- -interpret that?

2 A. Yes, sir.

3 Q. He is not your husband; isn't that true?

4 A. It's not -- yes, sir, in the paper, it's not. Yes,
5 sir.

6 Q. Okay. All right. And several times in your direct
7 examination, you've talked about what's on paper and
8 what's in your heart, correct? What's on paper may
9 be different than what's in your heart; is that
10 right?

11 A. Yes. The paper and the heart were different. Yes,
12 sir.

13 Q. In fact, when you met Mr. Le originally, I think you
14 said his mother was babysitting your kids and y'all
15 met out west somewhere the first time; is that
16 correct?

17 A. Met where?

18 Q. Where did you meet the first time?

19 A. The first time in Atlanta Airport.

20 Q. Atlanta. Okay. That ain't west; that's east. I
21 agree with you. Okay.

22 A. Yes.

23 Q. Now, at that time, you knew you were not married to
24 him, didn't you?

25 A. I know I not married to him. Yes, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And you're still married to Mr. White?

2 A. Yes, sir.

3 Q. Okay. Do you understand you can't get married to
4 someone else until you get a divorce from Mr. White?

5 A. I know. Yes, sir.

6 Q. Okay. So this whole thing about you thought you were
7 married, that -- you really knew you weren't married,
8 correct?

9 MR. BLANCHARD: Object, Your Honor. I don't
10 believe that's what she actually testified
11 to.

12 THE COURT: Well, I understand they weren't
13 married, Mr. Lanier.

14 BY MR. LANIER:

15 Q. Okay. So you knew there was no way that he could
16 marry you until you got rid, by divorce, of Mr.
17 White?

18 A. Yes, sir.

19 Q. All right. Tell me the children that you have.

20 A. I got five children all together.

21 Q. Okay. What are their names?

22 A. Kevin Alexander White, Andre Parker, Christine White,
23 Houston White, and Le Feather White.

24 Q. Okay. How many of those children belong to your
25 husband, Mr. White?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. It's one.

2 Q. And that's the oldest child?

3 A. Yes.

4 Q. That's Alexandra?

5 A. Kevin Alexander.

6 Q. Okay. So who are the -- who are the other, the
7 Houston and Christine, who's their father?

8 A. Houston and Christine, they belong to Hi Lam.

9 Q. Okay. And Mr. Le is the father of Feather Le White?

10 A. Yes, sir.

11 Q. Okay. And the last child?

12 A. That's the last child, yes.

13 Q. Okay. All right. Now, you understood, did you not,
14 that Mr. Le had to make Mr. White a party to the
15 custody action because he was married to you at the
16 time Feather Le White was born? Did you understand
17 that?

18 A. Yes, sir.

19 Q. Okay. So paternity testing was part of that,
20 correct?

21 A. Yes, sir.

22 Q. And did you ever tell Mr. White -- Mr. Le, excuse me,
23 that Feather Le White was not his son?

24 A. Say that again. I don't get that.

25 Q. Did you ever tell Mr. Le that Feather Le White was

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053 wisecourtreporting@gmail.com

Record on Appeal 291

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 not his son?

2 A. I never say that to Mr. Le.

3 Q. Okay. But you understood that's what started that
4 whole situation with custody?

5 A. Yes, sir.

6 Q. That we had to make Mr. White a party?

7 A. Yes.

8 Q. Okay. Now, you have been a successful businesswoman,
9 correct?

10 A. Whatever you say. Yes, sir.

11 Q. No, I'm asking for what you say. Your banker said
12 you've been a successful businessman --

13 businesswoman. Do you agree with that?

14 A. Yes, sir. Because I work the day that I sick, I
15 still working.

16 Q. You worked hard enough that you've got over \$300,000
17 in cash in your safety deposit box, correct?

18 A. Yes, sir.

19 Q. And do you make all of your money from your nail
20 salon?

21 A. Yes, sir.

22 Q. How many nail salons have you run?

23 A. I own one in Santee. And I own the second one in
24 Orangeburg.

25 Q. Okay. All right. And did you ever have any interest

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 in the Saigon market?

2 A. No, sir.

3 Q. And then you didn't buy the Saigon market?

4 A. No, sir.

5 Q. Okay. Mrs. White, I want to show you what purports
6 to be a bill of --

7 MR. BLANCHARD: Before we get into that, I don't
8 believe we've been provided that in any
9 discovery, so we would object to it coming
10 in since we -- this is the first we've seen
11 of it.

12 MR. LANIER: Your Honor, previously today, we've
13 let several documents in that --

14 THE COURT: I've let some of y'all's stuff in
15 that you hadn't provided that are just part
16 of the public record that you both can get,
17 so --

18 MR. BLANCHARD: I don't believe this is public
19 record.

20 THE COURT: Well, it may not be.

21 MR. BLANCHARD: It's private.

22 THE COURT: But I'm going to -- again, there's no
23 jury here. I'm going to let it in for what
24 it's worth.

25 (Plaintiff's Exhibit 9 is marked and admitted into

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 293

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 evidence.)

2 BY MR. LANIER:

3 Q. Have you ever seen that before?

4 A. I don't remember, sir.

5 Q. Okay. Is that your signature? Does it look like
6 your signature?

7 A. That what my friend pull of my signature, yes.

8 Q. Okay. Are you saying that that's not your signature?

9 A. I don't remember.

10 Q. Are you saying you don't know or you don't remember?

11 A. I don't -- I don't remember.

12 Q. Okay. Does it look like your signature?

13 A. It look like it.

14 Q. Okay. And you don't remember signing a lease,
15 either, on the Saigon market?

16 A. The Saigon market, it -- it's really my friend
17 market.

18 Q. Okay. Okay. I want you to tell the Court what
19 business that you -- what connection did you have to
20 the Saigon market?

21 A. Nothing. I don't own that. All she do, just she use
22 my identity to help her because she have a lot of
23 lawsuit, and she -- she asked me to use my Social.

24 Q. All right. Tell -- tell me again what you just said.
25 What is your relationship to the Saigon market?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. It's my best friend.

2 Q. It's your best friend?

3 A. Yes.

4 Q. Did you help her do it?

5 A. Yes.

6 Q. Okay. So you knew that she had your name on these
7 documents?

8 A. I know that she have that, but she don't tell me
9 what. Yes.

10 Q. Okay. Did you draw any income off of that?

11 A. No, sir.

12 Q. What did you get out of signing a bill of sale?

13 A. Nothing.

14 Q. Okay. And you also signed a lease?

15 A. I believe so.

16 Q. Okay. But you had no relationship at all with the
17 Saigon market?

18 A. Best friend. My best friend.

19 Q. Okay. So you did what your best friend asked you to
20 do?

21 A. Because when she fall apart, so I helped her, yes,
22 sir.

23 Q. Okay. And you don't remember it, but you did sign
24 documents she presented to you?

25 A. I don't remember. Yes, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 295

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Your Honor, we'd like to offer this as --

2 THE COURT: Did you also state, Ms. White, that
3 you let her use your Social Security number?

4 THE WITNESS: Yes, sir. She using that, and she
5 let me know, and she sorry, so nothing that
6 I can -- I don't want to put her in jail.

7 THE COURT: Well, you understand it's probably
8 not a good idea to let other people use your
9 Social Security number; it's illegal?

10 THE WITNESS: I -- I find out at the day that I
11 find out about Jack Rash. That's how I know
12 that she would owe so much sale tax.

13 BY MR. LANIER:

14 Q. Okay. That's the sales tax problem?

15 A. Yes.

16 Q. That you let her use your name and you signed
17 documents for her because she was your friend; is
18 that correct?

19 A. Yes.

20 Q. Okay. Is that your signature on this lease?

21 A. I sign for her few thing. I don't really remember.

22 Q. Okay.

23 A. But I do sign for her the few thing, yes.

24 Q. And did you understand, with your business
25 experience, that if you sign a lease, you're

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 responsible for it?

2 A. Yes.

3 Q. Okay. We'd offer this into evidence, Your Honor.

4 THE COURT: Any objection?

5 MR. BLANCHARD: No, Your Honor.

6 THE COURT: It will be Plaintiff's next number.

7 COURT REPORTER: Ten.

8 THE COURT: Plaintiff's 10, without objection.

9 (Plaintiff's Exhibit 10 is marked and admitted into
10 evidence.)

11 THE COURT: Now, is that the -- that's the lease?

12 Mr. Lanier?

13 MR. LANIER: Pardon?

14 THE COURT: That's the lease?

15 MR. LANIER: Yes, that's the lease, Your Honor.

16 THE COURT: All right. Are you offering that
17 first document you showed her?

18 MR. LANIER: Yes.

19 THE COURT: Is it part of same?

20 MR. LANIER: That was the bill of sale.

21 BY MR. LANIER:

22 Q. Did you also help your friend file a profit and loss
23 on the income tax statement for the Saigon market?

24 A. Say that again, sir.

25 Q. Let me ask you, do you -- can you identify this?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 297

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. BLANCHARD: Your Honor, can I take a look at
2 what he's showing the witness?

3 A. I don't see any paper at all by her stuff. I don't
4 see any paper at all.

5 THE COURT: Show it to Mr. Blanchard, Mr. Lanier.

6 MR. LANIER: Pardon?

7 THE COURT: Show it to Mr. Blanchard.

8 MR. BLANCHARD: Your Honor, this is something
9 else we haven't seen until today, something
10 else that hasn't been provided.

11 THE COURT: Ask her if that's her signature. Ask
12 her if that's her signature.

13 MR. LANIER: It doesn't have a signature on this
14 page.

15 THE COURT: Okay. What does it have that makes
16 it relevant?

17 MR. LANIER: It just says that it's a tax return
18 filed by Tuyet White, profit or loss, a
19 Schedule C.

20 THE WITNESS: She file tax return.

21 MR. LANIER: And grocery sales, and the business
22 is Saigon Oriental.

23 THE WITNESS: She sell tax -- or she file tax and
24 sell and then --

25 MR. BLANCHARD: Your Honor, I don't --

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. LANIER:

2 Q. And you just signed them?

3 A. No.

4 MR. BLANCHARD: Your Honor, I'm going to object
5 to this. How is any of this relevant at
6 this point? He's already asked her about
7 the Saigon market.

8 THE COURT: Well, I'm not sure. I'm not sure
9 where we're going as to whether --

10 MR. LANIER: Well, Your Honor, I'm trying --

11 THE COURT: -- or not she owns the Saigon market.

12 MR. LANIER: I'm -- it seems to me that the
13 relevancy is, the direct examination is that
14 this lady is not capable of understanding
15 basic business documents, and I'm producing
16 documents that she's signed.

17 MR. BLANCHARD: Your Honor, we didn't ask any --
18 we didn't ask anything about the Saigon
19 market. That came up on cross.

20 THE COURT: Well, you're suggesting that she
21 doesn't do computers, that she is not very
22 experienced with business. She suggested
23 that.

24 MR. BLANCHARD: We suggested that she does not --

25 THE COURT: But yet she's helping her friend.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 299

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. BLANCHARD: -- do computers.

2 THE COURT: And, you know, I don't know. Again,
3 it's not greatly relevant, but I think it's
4 relevant enough that I'm going to allow him
5 to ask the question.

6 MR. BLANCHARD: It's not signed. It's not filed.

7 MR. LANIER: Okay..

8 THE COURT: I'm going -- I'm not -- again, if
9 it's not signed, I'm going to agree with you
10 and I'm not going to allow that in.

11 BY MR. LANIER:

12 Q. Tell me again about what -- what was your friend's
13 name that got you in this pickle with the Oriental --
14 I'm sorry, the Saigon Oriental Market?

15 A. Her name is Nguyen Thi Nhin.

16 Q. Okay. Are you still friends with her?

17 A. Not -- not -- not -- not close like before.

18 COURT REPORTER: Can you repeat that name?

19 MR. LANIER: Spell it for her.

20 THE WITNESS: Her first name is N-H-I-N, T-H-I,
21 and it's Tang, T-A-N-G.

22 MR. LANIER: Please the Court?

23 THE COURT: Sure. Go ahead.

24 BY MR. LANIER:

25 Q. Now, Mrs. White, you were evicted from the Rhoad

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 300

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Street property, correct?

2 A. Yes.

3 Q. You've never raised any issue in the eviction that
4 you owned that house, did you?

5 A. Yes, we do. I do.

6 Q. Okay. Well, then you presented that to the judge,
7 and that's over, isn't it?

8 A. Yes, that what -- when David take care of the case,
9 yes.

10 Q. Okay. So you told the judge that you had an interest
11 and you were still evicted; is that right?

12 A. Yes.

13 Q. And you didn't appeal from that, did you?

14 A. What you mean, appeal?

15 Q. You didn't file an appeal from that?

16 MR. WILLIAMS: I'm going to -- just a limited --
17 and obviously it's Russ's witness, but as it
18 addresses like legal process, and obviously
19 I think there's substance in this complaint
20 that addresses that particular issue, but
21 the eviction hearing and her ability to
22 testify, I just want to make sure it's clear
23 that she's testifying based on what she
24 knows, not what I've told her or what we've
25 communicated the purpose of this hearing to

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 301

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 be.

2 THE COURT: Well, again, I think you can ask her
3 questions about the eviction. Not the legal
4 effect, because I don't think she --

5 MR. LANIER: Oh, yeah.

6 THE COURT: -- understands the legal effect. But
7 you can ask her about the eviction and --

8 BY MR. LANIER:

9 Q. When you were evicted, you didn't appeal from the
10 eviction?

11 A. What you mean?

12 Q. On the Rhoad Street property?

13 A. Yeah. What do you mean, appeal?

14 Q. Did you do any other legal proceedings after you were
15 evicted from the Rhoad Street property?

16 A. I don't understand that, so I can't answer you that.

17 Q. Okay.

18 THE COURT: She just -- she doesn't understand.

19 Just -- she doesn't understand what an
20 appeal is, I suppose, but --

21 BY MR. LANIER:

22 Q. Okay. You bought your house that you live in now?

23 A. Yes, sir.

24 Q. On Lakeside?

25 A. Yes, sir.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Did you have a lawyer for that?

2 A. We have -- first we have then Ryan. I forgot what --
3 all I know was it Ryan. And that we refinance that
4 with Mr. Bowman.

5 Q. Bolen? The man who testified today?

6 A. Yes.

7 Q. Okay. So you've got lawyers before you got David and
8 Russ, didn't you?

9 A. When -- when that I have a problem with him, yes,
10 sir. I never had any problem before.

11 Q. And you had Ms. Cindy Berry, was a lawyer of yours?

12 A. Just for, yes, when I have a problem with him, yes,
13 sir.

14 Q. And you got sued by a lady who claimed that you
15 messed up her foot, correct?

16 A. I don't mess up. One in the -- my client -- my
17 employees, sir, yes.

18 Q. Okay. And I'm not suggesting that you did mess up or
19 that one of your employees, but you know that you got
20 sued?

21 A. Yes, sir.

22 Q. And Bill Taylor defended you in that case?

23 A. Yes, sir.

24 Q. And you settled that case?

25 A. Yes, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 303

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. And you settled it for \$5,000.

2 A. Yes, sir.

3 Q. Okay. So you've handled lawsuits?

4 A. No. I tell attorney what happened, and he said he
5 handle that. And the next thing that I know, that he
6 say that, you know, we pay \$5,000.

7 Q. Okay.

8 A. And whatever they say, that I would pay it.

9 Q. And he explained that to you? He explained the
10 settlement?

11 A. No, not much.

12 Q. Did you pay \$5,000?

13 A. He said he paid it to Mr. Denise, yes. He say that.

14 Q. He paid it through who?

15 A. Paid it to Mr. Denise, the lady that she sue me.

16 Q. Okay. Yes. But where did the money come from?

17 A. The money, it come from my.

18 Q. Okay. That's what I wanted to ask you. All right.

19 Now, you're an American citizen?

20 A. Yes, sir.

21 Q. You've run at least three nail salons?

22 A. Yes, sir.

23 Q. You let this lady Nguyen use your name to run a
24 Saigon market, correct?

25 A. Yes, sir. I did not know.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 304

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. But you let her -- you knew that she was
2 running something in your name?

3 A. When I know that by Jack Rash and I talk to her, that
4 already happen.

5 Q. Yeah.

6 A. So that --

7 Q. Did you do anything to stop that after you realized
8 she was running --

9 A. Yes, sir. I went to a Mr. Jim Ervin in Columbia.

10 Q. Is that another lawyer?

11 A. Yes, sir.

12 Q. Okay. And what -- and don't tell me what happened,
13 but did you engage him to get you out of this mess?

14 A. I would explain that to him that -- that that sale
15 tax that we owe -- because Mr. Le would tell me that,
16 you know, that's why we need to get attorney and
17 taking care of this. And Mr. Le tell me to go to the
18 Jim Ervin office so many time.

19 Q. Okay. Now, let me ask you a little bit about when
20 you signed the disassociation from the Feather Le,
21 LLC. Did you have an opportunity to talk to a lawyer
22 about that?

23 A. No, just I believe with Le. And I talk to Le, that's
24 all, I think.

25 Q. All right.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

- 1 A. Everything that he say.
- 2 Q. Okay. And but you know you signed a disassociation
3 agreement?
- 4 A. Yes, sir.
- 5 Q. And you know that when they closed the loan on
6 purchasing Old St. Matthews Road, you witnessed the
7 mortgage?
- 8 A. I did not say that. I thought you said for LLC that
9 I --
- 10 Q. I'm asking you, that's a second question: Do you
11 realize that you witnessed the mortgage?
- 12 A. No, I did not witness the mortgage, sir.
- 13 Q. That's not your signature on -- what -- what's that?
- 14 A. I'm not there that day, sir.
- 15 Q. Okay. Let me --
- 16 A. The Richards Bowman [sic], Mr. Le and Mr. Rutherford
17 go to the bank. I am not there at all.
- 18 Q. All right. This has previously been submitted into
19 evidence as a real estate mortgage.
- 20 A. I never see that before, sir.
- 21 Q. Is that your signature as a witness right there?
- 22 A. I don't remember.
- 23 Q. Okay. You don't remember. But does it look like
24 your signature?
- 25 A. I remember one time he take me to the bank; but it's

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 2009 or something. Sign something in the bank. But
2 I don't know what I sign. He said insurance.

3 Q. All right.

4 A. But I do sign to the Nation Bank.

5 Q. My first question is, did you sign this right there
6 as a witness?

7 A. It look like my signature.

8 Q. Okay.

9 A. But I -- yes, sir, I don't know.

10 Q. And I will tell you this is in evidence, and this is
11 a mortgage by Orangeburg National Bank on the
12 property on the St. Matthews Road. Are you saying
13 today that the lawyer and the other witness didn't
14 see you sign this?

15 A. Sir, I don't remember that.

16 Q. Okay. And you didn't read it?

17 A. I --

18 Q. Okay.

19 A. Everything Mr. Le handle, sir.

20 Q. So you signed anything he gave to you?

21 A. When I in the nail shop, every time he asked me to
22 sign something, yes, sir.

23 Q. Okay. And you never read it?

24 A. I -- I can't read it well, sir, and I believe in the
25 one that I love.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. Now, this money that you assert that you gave
2 to Mr. Le, did you get any written document that said
3 you were lending him money?

4 A. No, sir, because he buy the building, supposed to be
5 for my children.

6 Q. Okay. Are you confusing that with the will that you
7 testified about where you were going to leave
8 everything to Feather and the kids and he was going
9 to leave everything to you and the kids?

10 A. I don't believe the will. Everything he say, the
11 wills and he told me to sign, I sign. I don't read.
12 I don't doing anything, sir.

13 Q. So basically he signed anything you put before him
14 and --

15 A. No. He ask me to sign anything, then I will sign,
16 yes.

17 Q. Okay. And you didn't care about the consequences?

18 A. Because I really --

19 Q. Because you loved him?

20 A. Yes.

21 Q. Okay. All right.

22 MR. BLANCHARD: Your Honor, I don't believe the
23 witness actually answered that question.

24 MR. LANIER: Was that a yes or a no when I asked
25 you --

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Actually, I believe --

2 MR. LANIER: -- signed everything --

3 THE COURT: -- Mr. Lanier asked it and answered
4 it.

5 MR. BLANCHARD: That was what we thought.

6 BY MR. LANIER:

7 Q. All right. I asked you, you signed anything he put
8 before you because you loved him; is that right?

9 A. I trust him, yes.

10 Q. Okay. And you felt that's all you needed to do?

11 A. I trust him. I love him.

12 Q. All right, 2006, this is your tax return. Do you
13 remember that?

14 A. Yes, sir.

15 Q. Did you read that?

16 A. No. Whenever that I hand it -- I don't read through
17 that.

18 Q. So you just --

19 A. Whatever I bring the receipt and they would file for
20 me. Jackson Hewitt filed for me.

21 Q. Who did it?

22 A. Jackson Hewitt. They tell me to sign; I sign.

23 Q. Okay. So you didn't read your tax return?

24 A. No, sir.

25 Q. Okay. Would it surprise you that you listed that you

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 309

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 were paying rent, \$9,000, under your Schedule C,
2 which is a profit or loss from business, from 2006?

3 A. That why when he tell me to file the tax and he told
4 me that, just put them in the rent.

5 Q. When you say he, are you referring to --

6 A. Mr. Le.

7 Q. Okay. He told you to sign this?

8 A. No, I don't read it, sir. I don't read at all.
9 Whatever they told me to sign, I sign.

10 Q. Okay. But Mr. Le had nothing to do with filing your
11 tax returns, did he?

12 A. No, sir.

13 Q. Okay.

14 MR. LANIER: Your Honor, I'd like to offer her
15 2006 tax return.

16 THE COURT: Any objection?

17 MR. BLANCHARD: No objection, Your Honor.

18 THE COURT: That's Plaintiff's Number 11.
19 (Plaintiff's Exhibit 11 is marked and admitted into
20 evidence.)

21 BY MR. LANIER:

22 Q. Now, in 2006 -- I'm sorry -- you were showing taxable
23 income \$33,000; is that accurate? That's all you
24 made in 2006?

25 A. Yes, sir.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. In 2007, your tax return indicates that you
2 made \$23,015 in taxable income.

3 MR. LANIER: I'm going to put these in order,
4 through her tax returns.

5 Q. Is that your --

6 THE COURT: Are we going to mark them one at a
7 time or --

8 MR. LANIER: No, I'll just do them 2006 through
9 2014.

10 THE COURT: Okay. Do y'all have any objection to
11 any of that?

12 MR. BLANCHARD: No objection.

13 THE COURT: Thank you.

14 BY MR. LANIER:

15 Q. In 2008, you showed \$17,000 in income?

16 A. Yes, whatever in there, yes.

17 Q. Okay.

18 MR. LANIER: Mark that. Offer that -- well,
19 we're going to offer them en banc.

20 Q. Eighteen thousand dollars 2009 as taxable income.

21 THE COURT: Is she agreeing with that?

22 Q. Is that true? Is that what you showed on your tax
23 return?

24 A. That's what show on the tax return?

25 THE COURT: Show it to her and make sure she can

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 see as you go.

2 A. Yes.

3 Q. 2010, \$14,000; 13,712 is what was taxable. Does that
4 seem right, your tax return?

5 A. Hmm.

6 Q. 2011, \$15,196, correct?

7 A. Yes.

8 Q. 2012, \$21,492, correct?

9 A. Yes, sir.

10 Q. So, and in 2014, 17,017; is that correct?

11 A. Yes, sir.

12 Q. 2006, 33,540, correct?

13 A. Yes.

14 Q. And your only income comes from the nail salon; is
15 that correct?

16 A. Yes, sir.

17 Q. Okay, 2007, \$23,015, correct?

18 A. Yes, sir.

19 Q. 2008, \$16,431, correct?

20 A. Yes.

21 Q. 2009, 17,506, correct?

22 A. Yes, sir.

23 Q. Are you renting any property?

24 A. No, sir.

25 Q. Your tax returns indicate rent or lease \$14,400 in

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 312

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 2009. Are you renting any property?

2 A. No.

3 Q. Are you paying any rent to Mr. Le?

4 A. No, sir.

5 Q. Or to the LLC?

6 A. No, sir.

7 Q. Okay, 2010, \$13,712, correct?

8 A. Yes.

9 Q. 2011, \$15,196, correct?

10 A. Yes, sir.

11 Q. 2012, 21,482, correct?

12 A. Yes.

13 Q. 2013, 21,573, correct?

14 A. Yes.

15 Q. 2014, eight thousand -- I'm sorry, \$17,017; is that
16 correct?

17 A. Yes.

18 THE COURT: Sounds to me like, Mr. Lanier, we put
19 each year in twice; is that right? Is that
20 what it sounded like for y'all?

21 MR. LANIER: All right.

22 THE COURT: Anyway, those were all entered as
23 Plaintiff's Exhibit Number 11 as a group.

24 MR. LANIER: Correct.

25 (Exhibit Number 11 additions made.)

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 BY MR. LANIER:

2 Q. All right. Before Mr. Le or the LLC bought the
3 building at Old St. Matthews Road, did you pay rent?

4 A. I never pay rent.

5 Q. Was rent due?

6 A. Pay to who? Say that again, sir.

7 Q. All right. Maybe I confused you. Before the LLC
8 purchased the property from Rutherford, did you pay
9 rent?

10 A. We pay to the Rutherford.

11 Q. You paid Rutherford?

12 A. Yes.

13 Q. Did you pay any rent after that?

14 A. No, sir.

15 Q. Your tax returns indicate you did.

16 A. That why Mr. Le, he say that put them -- make it
17 payment, write \$2,000 to Le Feather, just look like
18 it I rent that.

19 Q. Uh-huh.

20 A. And I do what Mr. Le say.

21 Q. Okay.

22 A. Yes.

23 Q. All right. Now, what was the rent? How much rent
24 did you pay for the building, for that portion of the
25 building that the nail salon was in?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. Some -- some month that he wrote, some month that I
2 wrote, but we don't wrote the whole thing.

3 Q. Okay. Maybe I wasn't clear. How much rent did you
4 pay for the portion that the nail salon was in?

5 A. I never pay for to Le Feather, so I don't know how
6 much, sir.

7 Q. How much did you pay to Rutherford?

8 A. I don't remember.

9 Q. Was it over \$1,000?

10 A. I don't remember. What Mr. Le do all that paperwork.

11 Q. Okay. Do you remember Judge Jackson ordering you to
12 pay \$1,000 a month pending a final hearing in this
13 case for rent?

14 A. For the house. For the house.

15 Q. Do you remember that?

16 A. Yes, sir.

17 Q. Did you pay it?

18 A. Somehow that I -- I remember, I would -- I pay some
19 of that, but I don't remember when that -- how much I
20 pay, but I go down and I let Russ and David handle
21 that.

22 Q. Okay. You didn't pay but one thousand-dollar payment
23 since the judge ordered you to pay pending the final
24 --

25 MR. BLANCHARD: Your Honor, is Mr. Lanier

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 testifying again?

2 THE COURT: Probably. Is that a question?

3 BY MR. LANIER:

4 Q. Didn't you? Did you pay anything more than \$1,000
5 since Judge Jackson ordered you to pay that?

6 A. No, sir. The paperwork that I handed to Russ and
7 David.

8 Q. So you don't pay any of the mortgage payment on the
9 -- on the St. Matthews Road property, do you?

10 A. I never pay anything.

11 Q. And you don't pay any rent?

12 A. I give him the -- I hand him the money. He buy the
13 building, sir.

14 Q. Okay. You don't have any paper that shows that?

15 A. Yeah, that what I know now. But I hand him all the
16 cash that I have.

17 Q. All right. And you said that Mr. Bolen saw you hand
18 that money to Feather at the closing?

19 A. Mr. Bolen with Mr. Rutherford with Mr. Le in the nail
20 shop. I run home to get \$100,000 in the lock-top bag
21 that I bring over. I hand that to Mr. Le. Then they
22 all go to the bank and close in the building, sir.

23 Q. You didn't testify that Mr. Rash was there when the
24 closing went on and that he saw you hand him 100,000?

25 A. Who Mr. Rash?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 316

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Mr. Rash was the gentleman that testified that you
2 said told you that you shouldn't be on the --

3 THE COURT: Richard Bolen --

4 MR. LANIER: All right. Strike that.

5 BY MR. LANIER:

6 Q. Mr. Bolen was the lawyer that handled the closing?

7 A. Yes.

8 Q. He was there when you don't remember signing the
9 mortgage -- signing the -- as a witness to the
10 mortgage?

11 A. No, sir.

12 Q. Okay.

13 A. I don't remember.

14 Q. Now, did you testify that you -- that Mr. Bolen saw
15 you hand Feather Le \$100,000 in cash in a lock-top
16 bag?

17 A. They all waiting for me. If I don't show up that
18 day, he can never close the building. I would come
19 \$100,000 on cash: \$80,000 on the -- on a \$100 bill;
20 and \$20 on a \$20,000 bill [sic]. And I put in the
21 lock-top bag. I bring them in and I hand it to Mr.
22 Le. And Mr. Le said, well, you stay here to deal
23 with the business because you handle the business
24 really well, and I go do this paperwork. And they
25 all take off. That's all I know, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay.

2 A. And I don't see them to -- next thing that I see, I
3 don't see Richard Bowman, but I see Mr. Matthew
4 McGuire. And then I said, who is he? He said that
5 Richard Bowman was left, so Matthew McGuire will
6 handle all paperwork now.

7 Q. All right. Ms. White, I'm going to open your
8 deposition. I'm going to see if I can refresh your
9 memory as to what you said.

10 MR. LANIER: Your Honor, do I have permission to
11 open it?

12 THE COURT: Yes.

13 (Original sealed deposition of Mrs. White is opened.)

14 BY MR. LANIER:

15 Q. Ms. White, I'm handing you the original copy of your
16 deposition that we took on December the 21st of last
17 year. Do you remember meeting at Mr. --

18 A. Yes, sir.

19 Q. -- Williams' office?

20 A. Yes, sir.

21 Q. Do you read okay that you can read -- I'm going to
22 read to you this. I'm starting at this line, number
23 3, okay. And I'm saying -- the question I asked you
24 in December of last year --

25 A. Yes, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 318

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. "Did you get a receipt for that 100,000?"

2 A. Yes, sir.

3 Q. Read your answer.

4 A. Where the answer is?

5 Q. Starts right next where the A is.

6 A. "Sir, I do now. I got a lot. I got cash and I went
7 and put the cash money in the Bank of the American.

8 I rented a box and I put them in there. Everything

9 that I put on was cash. But when I push out, I when

10 you know people work at the bank then say that I saw

11 it's all okay."

12 Q. I think you skipped a line.

13 A. I don't understand that.

14 Q. You said, "They saw what I pull -- pull it out." And
15 then I asked --

16 A. Only Patricia Huff saw me pull it out.

17 Q. Okay. All right.

18 A. Yes.

19 Q. All right. Let's go to the next question. I say,

20 "Okay. Is it your testimony that you gave Mr. Le, on
21 the day of closing, 100,000?" And you said, "I hand
22 it to him."

23 A. Yes.

24 Q. "Yes, sir, I -- yes." Question, my question to you:

25 "Okay. And you don't have a single document

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 319

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 receipting that?" "No, sir."

2 A. Correct.

3 Q. That was your response.

4 A. Yes.

5 Q. And you say Mr. Rutherford and Mr. Bolen were present
6 when you handed the money. And your answer was --

7 A. Yes, sir.

8 Q. Okay. Now, you heard Mr. Bolen say he didn't see
9 that.

10 A. But he -- when I bring in, they all wait at the nail
11 shop, in the middle of the nail shop.

12 MR. BLANCHARD: I'm going to have to object, Your
13 Honor. I believe the witness testified he
14 did not remember, not that he didn't see it.

15 MR. LANIER: Whatever the testimony was.

16 MR. BLANCHARD: There's a big difference.

17 THE COURT: Yeah.

18 BY MR. LANIER:

19 Q. Okay. And do you know any reason why Mr. Bowman
20 [sic] wouldn't have seen that?

21 A. They all -- they all waiting for me, sir.

22 MR. BLANCHARD: Objection, Your Honor. There's
23 no way Ms. White can know what he saw, why
24 he -- why he did it.

25 THE COURT: Well, she might know if there's a

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 reason, like he wasn't in the room.

2 MR. LANIER: Well, he might have been in the
3 bathroom. I don't know.

4 MR. BLANCHARD: Her testimony was he was present.
5 She doesn't know what he saw or didn't see
6 and can't know that.

7 THE COURT: Is that her testimony?

8 MR. LANIER: That's her testimony.

9 MR. BLANCHARD: That's the testimony he read from
10 the deposition.

11 THE COURT: Okay. Well, let's move on, Mr.
12 Lanier.

13 BY MR. LANIER:

14 Q. All right. Do you remember talking about Mr. Rash?
15 Mr. Rash? Do you remember in your deposition talking
16 about Mr. Rash?

17 A. Yes, sir.

18 Q. Okay. What do you remember about what you said Mr.
19 Rash told you?

20 A. He told me that I owe on a lot of sale tax.

21 Q. Right.

22 A. And I -- I -- and then he pulled out and then he show
23 me. And he looked at me and he said, you owe on a
24 lot of sale tax. And I said, I don't owe on
25 anything. And then he would say he owe on the Saigon

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 -- I owe on the Saigon market. And I say, no, I
2 never owe on the Saigon market.

3 Q. Uh-huh.

4 A. And then I would -- he said I cannot get the sales
5 tag. So when I come back home, I would tell Mr. Le,
6 I'd said, but the Saigon lady, she use my name and
7 she owe a lot of sale tax; now I cannot get a sale
8 tag.

9 Q. That's that Mr. Rash told you?

10 A. That I owe a lot of sale tax.

11 Q. And you could not get --

12 A. The -- the license.

13 Q. -- an LLC?

14 A. Yes.

15 Q. Or a retail license?

16 A. Yes.

17 Q. Okay. You heard Mr. Rash testify he didn't tell you
18 that?

19 A. That what he told me. That how I understand, sir.

20 Q. Okay. Ms. White, do you have any other LLCs other
21 than what you assert as your interest in Feather Le,
22 LLC?

23 A. No, sir.

24 Q. You don't have Perfect Nail, LLC?

25 A. I never file Perfect Nail, LLC, sir.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 322

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay.

2 A. But when we -- when he would come into my life, he
3 would advise me about the LLC.

4 Q. Okay. And this says in the case that Bill Taylor
5 formed this corporation, this LLC.

6 A. That what he told me, corporation, not the LLC.

7 Q. Okay.

8 A. That I understand that it's a corporation.

9 Q. Do you know what LLC means?

10 A. No.

11 Q. Okay. Is this what Bill Taylor formed for you?

12 A. Yes. And I --

13 Q. Called Perfect Nail, LLC?

14 A. Yeah, but I don't know, but he told me the
15 corporation. And then Mr. Le would come into my life
16 and he said, well, he filed it; I don't have to pay
17 Mr Bill Taylor, yes.

18 Q. I'm --

19 A. But he say --

20 Q. I'm looking at your answer, okay. On Paragraph 3,
21 you admitted the allegations of the first sentence of
22 Paragraph 2, but denies the allegation of the second
23 sentence of Paragraph 2 on the grounds that the
24 business trading as Perfect Nails has been organized
25 as Perfect Nails, LLC, a South Carolina limited

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 liability company.

2 A. That what Mr. Bill Taylor, he filed for me after that
3 lawsuit. And I never see any paperwork, sir.

4 Q. Okay. But you've alleged it in your -- in your
5 answer and counterclaim.

6 A. What do you mean?

7 Q. This is your answer and counterclaim to a lawsuit
8 where Denise Bryant sued you. You remember we talked
9 about it, where you got sued on the bad foot?

10 A. Yes, I know. I remember that.

11 Q. And it alleges you are an LLC. You don't remember
12 that, either?

13 A. No, sir.

14 Q. Okay. And you settled that case for 5,000?

15 A. Yeah.

16 Q. Correct?

17 A. That what he told me to pay, so I send him the money.

18 Q. All right. You previously put into evidence a credit
19 card, had your name on it.

20 A. Say that again, sir.

21 Q. A credit card. You remember you put into evidence a
22 credit card, had your name and Mr. Le's name on it,
23 for --

24 A. My -- my name.

25 Q. -- for Feather -- for Feather Le, LLC?

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 THE COURT: Le Feather, LLC.

2 Q. Le Feather?

3 A. That what -- whatever it is, he -- he did. I don't

4 --

5 Q. Okay. You don't know anything about the credit card?

6 A. He made -- he apply me one. He hand it to me to use,
7 yes.

8 Q. And you used it?

9 A. Yes.

10 Q. With his permission?

11 A. Yes.

12 Q. And he got --

13 A. He --

14 Q. You got specific permission on using it; is that
15 correct?

16 A. He told me anything when he not in the country, if --
17 I use that.

18 Q. Just for the business?

19 A. Yes.

20 Q. Not anything, but for the business?

21 A. Yes.

22 Q. Okay. And that's what your counsel has put in the
23 record, is this credit card here. It's Defendant's
24 Number 35.

25 A. Yes, when the last time that he left the country, I

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 325

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 hand him \$18,000 on cash. And, well, he never tell
2 me to don't use the credit card, but --

3 Q. And are you aware that Justine Culler, the lady
4 sitting beside Feather Le, also has her name on a
5 credit card? Do you know Justine?

6 MR. BLANCHARD: Your Honor, we haven't seen this
7 yet.

8 A. I started 2010, then she come in.

9 MR. LANIER: Your Honor, we just got these this
10 morning and they just show that other people
11 have a credit card.

12 THE COURT: Are you offering it into evidence?

13 MR. LANIER: Yes.

14 THE COURT: To prove what?

15 MR. LANIER: That other people have credit cards
16 with his permission to use to purchase
17 things for the business.

18 MR. BLANCHARD: Your Honor, the dates on these
19 aren't at any times relevant to what we've
20 been talking about. One of them is 2014.
21 One of them expires in 2020. None of that
22 relates back to what we are dealing with.
23 So I'm not really sure what the relevance
24 would be of what they've got now as opposed
25 to what they had then. And additionally,

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Mr. Le testified earlier no one else had a
2 credit card besides Ms. White.

3 MR. LE: No, I said Michael also. Oh, sorry.

4 MR. LANIER: Whatever Your Honor's ruling is.

5 I'd like to offer it into evidence.

6 THE COURT: I'll let it in for what it's worth.

7 I can promise you it's not worth much. That
8 would be Plaintiff's Number 12?

9 COURT REPORTER: Correct.

10 (Plaintiff's Exhibit 12 is marked and admitted into
11 evidence.)

12 MR. LANIER: That's all I have, Your Honor.

13 THE COURT: Anything on redirect?

14 MR. BLANCHARD: Just briefly, Your Honor.

15 THE COURT: Please.

16 MR. BLANCHARD: Thank you.

17 REDIRECT EXAMINATION

18 BY MR. BLANCHARD:

19 Q. Ms. White, you don't have any legal training, do you?

20 A. What's that?

21 Q. Do you have any legal training? Have you taken any
22 legal class?

23 THE COURT: I'll accept that as a given.

24 Q. Do you have any -- have you taken any classes in
25 accounting?

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. No, sir.

2 Q. Okay. So you didn't prepare those tax returns
3 yourself?

4 A. No, sir.

5 Q. You had Jackson Hewitt prepare them?

6 A. Yes, sir.

7 Q. Okay. And I'm going to show you what's been marked
8 Plaintiff's 11, and we'll just pick a year. Mr.
9 Lanier asked you questions about line 20b -- or
10 excuse me, line 20, which involves rent. We picked
11 2007. Do you see anything indicated for rent in this
12 line 20 for 2007?

13 A. See, whatever it come --

14 Q. And just do you see anything --

15 MR. LANIER: He can't coach her now, Your Honor.

16 He's asked a --

17 A. I don't --

18 MR. LANIER: -- question and she's got to answer
19 it.

20 Q. My question was, do you see anything indicated here
21 for rent in line 20 --

22 THE COURT: She can say yes or no and then she
23 can explain.

24 Q. -- for 2007?

25 A. I don't know.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 328

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. And all I'm doing is asking you to look at the
2 form.

3 A. Uh-huh.

4 Q. You don't know?

5 A. No, I don't know.

6 MR. LANIER: It was asked and answered by
7 counsel.

8 MR. BLANCHARD: She said she didn't know. I'm
9 sorry. You may not have been able to hear
10 her. She said she didn't know.

11 BY MR. BLANCHARD:

12 Q. I need you to answer a little bit louder for me, so
13 they can hear you back there. Ms. White, do you know
14 what -- and this is year 2008. Do you know what line
15 20, rent or lease, do you know what that means?

16 A. No.

17 Q. Do you understand anything about line 20a and b in
18 this 2008 tax return?

19 A. No, sir.

20 Q. Okay. Ms. White, do you know or understand what
21 effect signing as a witness on a mortgage would have
22 on your ownership in an LLC?

23 A. Sir, I -- he hand a lot of paper for me to sign. I
24 don't know what it is. All I do was just, he ask me,
25 then I sign, sir.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. So you don't know what effect that might have on
2 ownership in an LLC?

3 A. I don't read. Whatever he ask me to sign, he point
4 it to me, then I sign it. Most of the time, I sign
5 in my nail shop.

6 Q. Okay. Did you ever assist with filing a tax return
7 for Le Feather, LLC?

8 A. I don't understand the question.

9 Q. Did you -- did you have anything to do with filing Le
10 Feather, LLC's tax returns?

11 A. No, sir. All he do, he handle everything except
12 2010. Every year when I been with him, I prepare the
13 receipt. Then I file the -- the receipt and I file
14 the nail shop first. And then he take the receipt to
15 file it to the Le Feather Seafood.

16 Q. You gave -- when you say he, were you talking about
17 Mr. Le?

18 A. That Mr. Le. Yes, sir.

19 Q. Okay. That's the "he" you indicated you gave your
20 receipts to?

21 A. Yes, sir. When I with Mr. Le that he told me to file
22 the lower income for the Perfect Nail, yes, sir, I --
23 I listened to him. After the 2010, that what happen,
24 then I do it my own way. Yes, sir.

25 Q. Okay. The issue you're talking about with the taxes,

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 330

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 sales tax issue, do you know if any criminal charges
2 were filed related to that issue?

3 A. No, sir. I don't have anything, problem. I --

4 Q. Not against you. But against anyone else?

5 A. Nothing that I know, sir.

6 Q. Okay. But you did not pay -- or did you pay any
7 sales taxes back to the State related to the Saigon
8 market?

9 A. I understand that the Saigon lady, she with the --
10 she say she pay for that, so she do the payment.

11 Q. Okay. You didn't pay anything?

12 A. No, sir.

13 Q. That was the question.

14 A. No.

15 Q. Did you -- when did you find out about those sales
16 taxes?

17 A. When I went to Jack Rash.

18 Q. When did you find out that she had used your Social
19 Security number?

20 A. When I went to Jack Rash.

21 Q. Okay.

22 THE COURT: She testified she gave her her Social
23 Security number to use.

24 MR. BLANCHARD: Your Honor, that's what I wanted
25 to clarify, because there were various

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 questions being asked.

2 THE COURT: That's -- that was clear, because she
3 answered my question about that.

4 MR. BLANCHARD: Thank you.

5 BY MR. BLANCHARD:

6 Q. Any money that flowed into Le Feather, LLC from
7 Perfect Nails, would that have shown up on the
8 Perfect Nails account -- I mean the Perfect Nails tax
9 return?

10 A. No, sir, because I -- I don't put all the cash that I
11 make in deposits, sir.

12 Q. And I'm talking specifically about money that went
13 from Perfect Nails to Le Feather, LLC. Would that
14 have been on the Perfect Nails tax return?

15 A. Some that I deposit. It -- it -- not really, sir.

16 Q. Okay. Do you know what happened with the criminal
17 charges that were filed against you?

18 A. No, sir.

19 Q. Did you ever do any jail time?

20 A. No, sir.

21 Q. Do you recall paying a fine?

22 A. I remember when -- I don't be in jail, but when he
23 said that I fo [sic] his name in the check.

24 Q. Right.

25 A. Yes. But I don't be in jail.

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 Q. Okay. You never -- you never went to jail for that?

2 A. No, sir.

3 Q. You never paid a fine for that?

4 A. No, sir.

5 Q. Okay.

6 MR. BLANCHARD: One second, Your Honor.

7 Q. You told me about money that didn't show up on your
8 tax return for Perfect Nails. You testified about
9 that a moment ago. That money would show up in your
10 Perfect Nails account?

11 A. All the cash, no, sir. Not all.

12 Q. Okay. But some of the money that came in for Perfect
13 Nails did show up in that Perfect Nails account?

14 A. Yes.

15 Q. And some of that money also went through to the LLC,
16 Bank of America account?

17 A. Yes, sir.

18 Q. Okay. Do you know how much money flowed from your
19 accounts into Le Feather, LLC?

20 A. No, sir.

21 Q. And why not?

22 A. Because I hand -- I handle all it to Mr Le and do all
23 the deposits. And I trust him, so I love him at that
24 point in time.

25 Q. Okay.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 333

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 A. So.

2 MR. BLANCHARD: Nothing further, Your Honor.

3 MR. LANIER: Nothing further, Your Honor.

4 THE COURT: Thank you. You can step down, Ms.

5 White. Thank you.

6 THE WITNESS: Thank you.

7 THE COURT: You can step back down. Anything
8 further?

9 MR. BLANCHARD: Nothing further, Your Honor.

10 THE COURT: Okay. Mr. Lanier, anything further
11 from you?

12 MR. LANIER: Nothing further, Your Honor.

13 THE COURT: All right. All right. I'm going to
14 take the matter under advisement, and I'm
15 going to review, you know, all this
16 testimony and the exhibits and all. You
17 want to renew your motions at this point?

18 MR. WILLIAMS: Yes, Your Honor, we'd like to
19 renew our motion. And obviously, if you
20 think it would be appropriate, I'm happy to
21 summarize --

22 THE COURT: I'm going to put you on the record as
23 renewing it. I'm going to deny you summary.
24 I just don't think -- I think it's too much
25 to decide on summary judgment.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 334

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. WILLIAMS: Okay.

2 THE COURT: So I'm going to decide it after
3 looking at all the evidence a little better.

4 MR. WILLIAMS: Certainly. Would you want closing
5 remarks from --

6 MR. LANIER: Your Honor, we don't have a jury
7 here.

8 THE COURT: I don't think I need them.

9 MR. WILLIAMS: Certainly.

10 THE COURT: Do y'all want to submit any sort of
11 written brief or argument or something? Do
12 you want to do that? Or do you want me to
13 just --

14 MR. LANIER: I'd just as soon let Your Honor
15 review the record and make a ruling.

16 MR. WILLIAMS: Whatever is easiest for you.
17 We're happy to do one if you want one, but
18 obviously we're not looking for work.

19 THE COURT: I mean, I think I understand the
20 issue. So let me -- if I need anything
21 further, I'll let you know.

22 MR. LANIER: Thank you, Your Honor.

23 MR. WILLIAMS: Those statutes I asked you to
24 consider --

25 THE COURT: I wrote down the numbers.

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 335

4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 MR. BLANCHARD: -- do you want me to print those
2 off, or what do you want me to do?

3 THE COURT: You got copies you want to give me?

4 MR. WILLIAMS: I've got one of them here, and I
5 can get the partnership one to you. I'll
6 print it off and have somebody run it back
7 to you.

8 THE COURT: No problem. Yeah, just send that to
9 Renee.

10 MR. WILLIAMS: Sure.

11 THE COURT: I wrote the numbers down, so I can
12 look them up.

13 MR. BLANCHARD: Sure. Thank you.

14 THE COURT: So we're off the record.

15 (Whereupon, the hearing was concluded at 5:12 p.m.)

16 (*All exhibits were retained by the Court.)

17 (**This transcript may contain quoted material. Such
18 material is reproduced as read or quoted by the speaker.)

19

20

21

22

23

24

25

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 336

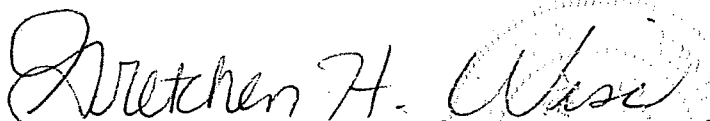
4/20/2016

HEARING - LE FEATHER & LE VS. WHITE

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF CALHOUN)

CERTIFICATE

3
4 Be it known that I took the foregoing hearing.5 That I was then and there a notary public in and for
6 the State of South Carolina-at-Large;7 That the foregoing hearing was taken down by me and
8 reduced to written form by means of Stenomask with backup;9 That the foregoing transcript consisting of 297 pages
10 represents a true, accurate and complete transcript of said
11 hearing to the best of my skill and ability;12 That this transcript may contain quoted material;
13 said material is transcribed as read or quoted by the
14 speaker.15 That I am neither employed by nor related to any of
16 the parties in this matter nor their counsel; nor do I have
17 any interest, financial or otherwise, in the outcome of this
18 matter.19 Witness my hand and seal this 9th day of January,
20 2017.21
22
23
24
25


Gretchen H. Wise

Notary Public for South Carolina

My Commission Expires: 12/10/2017

WISE COURT REPORTING, LLC

Ph: (803) 290-1988

102 Sandy Run Ct., Sandy Run, SC 29053

wisecourtreporting@gmail.com

Record on Appeal 337