

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

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SEP 15 2015

S.C. Supreme Court

Case No. 2011-CP-40-4068
Appellate Case No. 2013-002157
Opinion No. 5326 (Ct. App. filed July 15, 2015)

Denise Wright Petitioner

v.

PRG Real Estate Management,
Inc.; Franklin Pineridge
Associates; Karen Campbell
Individually, and in her
Representative Capacity as an
Agent of PRG Real Estate
Management

..... Respondents.

APPENDIX (VOLUME 2)

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I

05-06-07-08

RELEVANT PARKING LOT CRIMES ON OUTSIDE

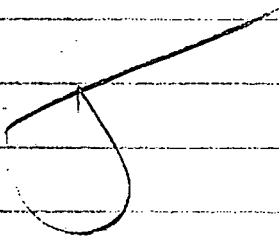
1-7-05	THEFT FR. MV
11-2-05	MV THEFT
3-21-06	THEFT OF MV PARTS
7-7-06	MV THEFT
12-4-06	ASSAULT (STRANGER)
2-4-07	MV THEFT
3-6-07	THEFT OF MV PARTS
5-27-07	THEFT FR. MV
6-23-07	THEFT OF MV PARTS
7-2-07	MV THEFT
8-16-07	MV THEFT
11-28-07	NARCOTICS (NOT IN PARKING LOT)
1-23-08	THEFT FR. MV
6-5-08	MV THEFT
7-6-08	MV THEFT
6-30-08	THEFT OF LIC. PLATE
9-13-08	VANDALISM
7-13-08	ATTEMPT HOME INVASION
10-8-07	ATT. BURG.
8-7-07	TRESSPASS (ON BACK PORCH - STRANGER)

THERE ARE ALSO
AT LEAST 9 BUGS.
IN PREVIOUS
3 YEARS / ONE
OF THESE IS
ACTUALLY A
HOME INVASION

SOURCE - RCD REPORTS

2008 CASE & 2010 CASE

THEFT FR. MV.
ALSO INCLUDES
VEH. BUR.
USUALLY



00001

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF RICHLAND) CASE NO.: 2011-CP-40-4068

3

4 DENISE WRIGHT ,)

5 Plaintiff,) DEPOSITION OF

6 vs.) KEVIN ISENHOWARD

7 PRG REAL ESTATE MANAGEMENT,) AUGUST 14, 2012

8 INC., FRANKLIN PINERIDGE)

9 ASSOCIATES, KAREN CAMPBELL,)

10 INDIVIDUALLY AND IN HER)

11 REPRESENTATIVE CAPACITY AS AN)

12 AGENT OF PRG REAL ESTATE)

13 MANAGEMENT,)

14 Defendants.)

15)

16

17 Deposition on oral examination of Kevin Isenhoward,
18 reported by Frances C. Moyd, Court Reporter and Notary
19 Public in and for the State of South Carolina; pursuant to
20 Rule 30 of the South Carolina Rules of Civil Procedure;
21 said deposition was taken at the Law Offices of Collins &
22 Lacy, P.A., 1330 Lady Street, Columbia, South Carolina, on
23 Tuesday, the 14th day of August, 2012, scheduled for
24 o'clock a.m. and commencing at the hour of 11:39 o'clock
25 a.m.

00051

1 where, you know, he demanded money and someone was
2 punched in the face; is that right?

3 A. Yes.

4 Q. Is this still an active file, in other
5 words, is there still any investigation being done on
6 it?

7 A. Any -- any case that's unsolved, any major
8 offense remains active on the books, let's say --

9 Q. Sure.

10 A. And I hold it, especially ones that I took
11 some considerable time with. I'll keep them because
12 in today's world, tomorrow I may get a match on DNA so
13 I would have to explore it, but on a day to day basis,
14 nothing's being done on the case.

15 Q. We talked to Mr. Gabr earlier about -- it
16 sounded like something called a safety audit of
17 apartment complexes, that kind of thing, are you
18 familiar with that?

19 A. I'm familiar that we offer it, I don't
20 handle that myself.

21 Q. So you don't have any personal knowledge of
22 whether that's ever been done with Wellspring?

23 A. No.

24 Q. Are you familiar with that area of town
25 where Wellspring is?

00052

1 A. A little bit.

2 Q. And I was just gonna ask if you have any
3 frame of reference whether it would be considered an
4 average crime area, lower crime area, higher crime
5 area, that kind of thing?

6 A. I could give you, based upon the crimes that
7 I see, it's not a particularly dangerous area. We had
8 some activity in 2008, but since then it's fairly
9 calm.

10 Q. From your site visits to Wellspring, I know
11 you mentioned that there were some bushes that weren't
12 to your liking, but did you ever from any impressions
13 about the safety about the complex, generally?

14 A. It was a -- it was a typical apartment
15 complex and again, as a -- as a law enforcement
16 officer, the design -- the layout, I wasn't too
17 terribly happy with as far as for security reasons,
18 but it was -- I mean, it was a fairly nice apartment
19 complex -- I mean, I don't know how to answer it
20 anymore than that.

21 Q. Sure, I understand. And you don't have any
22 experience in your employment or educational
23 background with property management or the laws that
24 may govern how property is kept up, that kind of
25 thing; is that right?

K

By Outside Contractor

Only bonded contractors are allowed to work in occupied apartments without supervision by on-site personnel. They must provide a copy of the bond before entry. All others must be accompanied by one of our staff.

Key Control

Tight control over master keys and duplicate apartment keys must be maintained at all times. All keys should be kept in a secured location. The location should be located out of sight or easy access in the Leasing Center. Approval from the Property Manager or Senior Management will be needed for production or distribution of master keys. This practice should be kept to a minimum.

Where possible, common entries, laundry rooms, and storage shops should be on a working master, which Maintenance Technicians carry. This "service" master should not allow access to individual apartments or the Leasing Center. Duplicate apartment keys should be used by maintenance to gain access to apartments. Locks should be changed at each lease turnover. Locks may also be changed at the request of a resident for a nominal charge, payable directly to the office.

On call service technician(s) should have access to the key cabinet during evenings and weekends to respond to emergencies.

Lockouts

Lockouts and lost keys are a fact of life. Maintenance personnel should respond to requests for assistance in these matters with a positive, helpful attitude. Privacy and security, however, remains a primary concern.

The resident should first be asked to produce a driver's license or photo ID. If they can, and if the name matches the listed name on the lease, they may be let into the apartment.

Security

~~We generally do not provide security for our residents and employees should never indicate that we do so.~~

Nevertheless, it is our duty to help our residents to enjoy a safe and pleasant stay. Always maintain the following conditions:

- The property should be well lit.
- Replace bulbs promptly and use adequate wattage.
- Solicitation should be prohibited.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	
	)	
Denise Wright,	)	Case No.: 2011-CP-40-4068
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S MEMORANDUM OF
	)	LAW IN OPPOSITION TO
PRG Real Estate Management, Inc.,	)	DEFENDANTS' MOTION FOR
Franklin Pineridge Associates, Karen	)	SUMMARY JUDGMENT
Campbell Individually and in her	)	
Representative Capacity as an Agent of	)	
PRG Real Estate Management,	)	
	)	
Defendants.	)	
	)	

Plaintiff, through her attorneys, respectfully submits this Memorandum of Law in Opposition to Defendants' Motion for Summary Judgment.

FACTS

Denise Wright left choir practice and drove home to Wellspring Apartments at approximately 10:30 p.m. on September 18, 2008. D. Wright Aff. ¶ 5, attached as **EXHIBIT 1**. Upon arrival at building 2200, Ms. Wright got out of her car and walked toward the ramp that led to her front door. D. Wright Dep. 63:13-15, attached as **EXHIBIT 2**. The nearly full parking lot was dimly illuminated by pole lights and small dome lights in the buildings' breezeways. There were many parts of the parking lot in front of building 2200 and the ramps leading to the building that had little to no light illuminating the area. The pole light nearest Ms. Wright's car was not working at approximately 10:00 P.M. on September 18, 2009. D. Wright Dep. 47:3-5. There was no sign of the security officers Wellspring promised Ms. Wright when she moved in. D. Wright Dep. 40:17-21. The shrubs in front of her apartment building were overgrown and

capable of hiding and concealing unknown persons or potential assailants. S. Howland Aff. ¶ 8, attached as **EXHIBIT 3**.

As Ms. Wright neared the ramp and steps leading to her apartment, she was attacked by two African American men. D. Wright Dep. 65:1-5. They have been described as being young and dirty or unkempt. Ms. Wright could not see the perpetrators as she drove up and parked her car due to dense, overgrown, and much maligned shrubbery near the ramp, as well as the lack of illumination near her apartment building. D. Wright Dep. 63:13-15; D. Wright Aff. ¶ 9-10.

The men accosted Ms. Wright. They shoved gun barrels in her face. The barrels were fixed on her, one to her back and the other to her head. D. Wright Dep. 65:9-13. Too scared to scream, Ms. Wright acceded to her attackers' demands. The perpetrators needed money and intended to pillage Ms. Wright's bank account to get it. No matter how much money the perpetrators could ultimately steal from Ms. Wright, she was assured that she would be killed when it was all over. Ms. Wright was pushed back toward her car and forced by her attackers to drive to various banks and withdraw hundreds of dollars. D. Wright Dep. 76-77. Along the way, the perpetrators repeatedly promised to kill Ms. Wright, telling her at one point, "You will never see home again." D. Wright Dep. 80:7-8.

Unsatisfied with the amount of money in Ms. Wright's account and visibly nervous over some sort of drug debt the perpetrators owed, Ms. Wright was forced to park her car at a closed fast food restaurant behind a darkened shopping center. D. Wright Dep. 78:18-79:8; 82:21-83:7. Ms. Wright feared this was the moment she would be killed. One of the attackers said bluntly: "We've got to kill you." D. Wright Dep. 86:17-18. The other attacker put his hand down the back of Ms. Wright's pants, called her "fatty ass," and pondered aloud taking Ms. Wright back to her apartment and "hav[ing] some fun before we kill her." D. Wright Dep. 110:9, 11. After

several minutes, the perpetrators demanded Ms. Wright drive to a nearby apartment complex. During the drive, Ms. Wright was forced to listen as the two felons debated how and when they would kill her. One suggested Ms. Wright's dead body should be thrown in a river. D. Wright Dep. 86:16-19. Once at the apartment complex, the perpetrators fled the car. D. Wright Dep. 90:5:22.

Ms. Wright drove away and went to her daughter's house. Ms. Wright's son-in-law was a Richland County Sheriff's Deputy and she knew she could count on them for help. A police officer came to Ms. Wright's Daughter's house and took her statement. Shortly after the attack, Ms. Wright met with Wellspring personnel. Ms. Wright had a single primary question for Wellspring: "Where [were] these security officers that are supposed to be walking the beat?" D. Wright Dep. 1116:16-17. The Wellspring representative could only shrug her shoulders and say, "I'm sorry." D. Wright Dep. 116:22.

SUMMARY JUDGMENT STANDARD

To grant a motion for summary judgment, the court must find that "there is no genuine issue as to any material fact." Rule 56(c), SCRPC. The judge is not to weigh the evidence but rather to determine if there is a genuine issue for trial. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). For claims where the preponderance of evidence burden applies, "the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

In determining whether any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the party opposing summary judgment. Sumner v. Carpenter, 328 S.C. 36, 492 S.E.2d 55 (1997); Pye v. Aycock, 325 S.C. 426, 480 S.E.

2d 455 (Ct. App. 1997). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Brockbank v. Best Capital Corp., 341 S.C. 372, 534 SE 2d 688 (2000); Moriarity v. Garden Sanctuary Church of God, 534 S.C. 150, 511 S.E.2d 699 (Ct. App.1999). "Because it is a drastic remedy, summary judgment should be cautiously invoked so no person will be improperly deprived of a trial of the disputed factual issues." Carolina Alliance for Fair Employment v. S.C. Dep't of Labor, Licensing & Regulation, 337 S.C. 476, 523 S.E.2d 795 (Ct. App. 1999).

ARGUMENT

I. Defendants are not entitled to summary judgment on Plaintiff's negligence claim.

A. Defendants owed Plaintiff a legal duty.

1. Defendants owed Plaintiff a duty to protect her from foreseeable criminal conduct.

Certain categories of landowners face a common law duty to take affirmative precautions to protect others on their property from criminal acts of third parties. See Cooke v. Allstate Mgmt. Corp., 741 F. Supp. 1205, 1213 (D.S.C. 1990). This duty is imposed on storeowners, innkeepers, and other commercial entities. See Shipcs v. Piggly Wiggly St. Andrews, Inc., 269 S.C. 479, 238 S.E.2d 167 (1977)(grocery store); Bass v. Gopal, Inc., 395 S.C. 129, 716 S.E.2d 910 (2011)(motel); see also Restatement (Second) of Torts § 344. The South Carolina Supreme Court addressed this rule in the context of a residential landlord in Cramer v. Balcor Property Management, Inc., 312 S.C. 440, 441 S.E.2d 317 (1994). The Cramer court held that the residential landlord-tenant relationship does not create a duty on the landlord to protect tenants from third party criminal activity. 312 S.C. at 443, 441 S.E.2d at 318-19. This conclusion was based on an earlier holding in Cooke where the court concluded that the residential landlord-

tenant relationship is distinguishable from "the relationships for which South Carolina law will impose a duty to protect against criminal activity." 741 F. Supp. at 1213-14.

The Cooke court borrowed extensively from earlier cases from Pennsylvania in reaching its conclusion. The typical residential landlord is different from a storeowner or innkeeper in that stores and motels are "places to which the general public are invited." Id. at 1213 (quoting Feld v. Merriam, 485 A.2d 742, 745-46 (Pa. 1984)). Those "who invite[] all may reasonably expect that all might not behave, and bear[] responsibility for injury that follows the absence of reasonable precaution" to protect others. Id. These landowners should "anticipate" that their property are "places where what men can do, they might." Residential landlords are different because "[a]n apartment complex is not a place of public resort." Additionally, "[t]he common areas of an apartment complex are not open to the public" and the public is not "expected or invited to gather there for other purposes than to visit tenants." Id. In sum, the court distinguished the typical residential landlord from storeowners and innkeepers on two issues: (1) whether the premises invite/permit the public; and (2) whether the property owner expects or anticipates that the public will be permitted on the premises.

The premise underlying the Cooke/Cramer rule is inaccurate as applied to Wellspring Apartments. None of the operative distinctions between a residential landlord and storeowner/innkeeper hold up when applied to Wellspring. As noted above, Feld (and by reference Cooke/Cramer) categorically concluded "[t]he common areas of an apartment complex are not open to the public." While this may be true for the typical apartment complex, it is certainly not true at Wellspring. Wellspring Apartments are part of the Harbison Community Association, a "1700+ acre community which was developed as a planned unit development...that would provide housing types for all incomes, employment acreage, shopping

areas, schools, playgrounds, and a community center.”¹ The Association includes property owners and residents from several complexes and neighborhoods in the vicinity of Harbison Boulevard and Broad River Road in Columbia, South Carolina.

The Harbison community maintains a series of walking trails that weave through the community. The Harbison trails are places to which the public are invited to enter and expected to remain for extended periods. The South Carolina Department of Parks, Recreation and Tourism maintains a website that provides a description of the trails and directs the public to the trails. This site, SCTrails.net, describes the Harbison trails as “multiuse trails.” According to the site, the trails are “within the neighborhoods of Harbison.” The site also describes the experience of an average user of the trails: “As you walk these well shaded trails, you will pass the backyards of homes...” To facilitate the public’s use of the Harbison trails, the site also includes a graphic map of the area with suggested routes for the public to take upon arriving at Harbison. (Map attached as EXHIBIT 4). One of the trails, identified as the “1.2 mi. loop,” routes the public directly through Wellspring. In fact, Wellspring obtains an economic benefit from these trails because it advertises the trails and a lake beside the trails in its advertising literature.

It is clear from SCTrails.net that the public are invited into areas along the trails including the Wellspring common areas. The site encourages the public walking the Harbison trails to “us[e] spurs or connectors **along with neighborhood streets**” to traverse the paths or to eschew the typical path and “create your own.” (emphasis added). Even though these are not the Defendants’ representation, they are statements made on a site maintained by a South Carolina governmental organization and available to the whole world. These statements are further evidence that the Harbison trail bisecting Wellspring Apartments is a place where the public is

¹ See *Frequently Asked Questions*, Harbison Community Association, available at <http://www.harbisonhoa.com/community/faqs#faq2> (last visited Sept. 19, 2012).

invited in and welcomed to remain.² This is a broadly-understood reality of the area. Mohammed Gabr, a Richland County Deputy Sheriff who investigated Ms. Wright's abduction described the trails as "go[ing] to the back of the apartments." M. Gabr Dep. 47:21-22, excerpts attached as **EXHIBIT 6**. Deputy Gabr describes open access to the trails. In short, "[a]nybody can come and go." M. Gabr Dep. 48:3-6.

The Cooke/Cramer rule is further premised on the apartment owner's expectations regarding the property's openness. The Cooke court noted that the general public are not "expected" to enter apartment complex common areas for purposes other than visiting tenants. 741 F. Supp. at 1213 (quoting Feld, 485 A.2d at 745-46). Again, this fundamental building block of the court's general no-duty rule is not borne out in this case. Wellspring certainly knew the public was entering its common areas to use the trails and expected this conduct from members of the public. A short summary of what Wellspring representatives knew is instructive. Karen Campbell, Wellspring Apartments property manager when Ms. Wright was abducted, acknowledged that anyone could come into the apartment complex. K. Campbell 9: 12-14, excerpts attached as **EXHIBIT 7**. Ms. Campbell also acknowledged that anyone could use the Harbison trails that bisect Wellspring. K. Campbell Dep. 143:3-5; 225:25 ("It was a public trail"). Meschelle Roten, a PRG employee speaking as the Defendants' corporate representative, noted simply "Anybody can go on those walking trails." M. Roten Dep. 80:11-15, excerpts attached as **EXHIBIT 8**.

Defendants knew members of the public were using Wellspring common areas openly as part of the Harbison trails. They also knew that the trails were being used by people with evil

² The Harbison trails public character is also seen in a brochure entitled "Richland County Trails" published by the Richland County Conservation Commission. The brochure describes Harbison Community to include "paved pathways weaving through neighborhoods, natural areas, and around two lakes." (emphasis added). A copy of this brochure is attached as **EXHIBIT 5**.

intentions. K. Campbell Dep. 143:6-9. Additionally, Wellspring documents refer to "The Woods at Harbison," a neighboring apartment complex, as a "troubled property." PRG Def. 000842, attached as **EXHIBIT 9**. Karen Campbell defined "troubled property" as a place where there had been problems, where "rents were different," and where there were "a different class of people." K. Campbell Dep. 57:1-15. Criminal elements from the "troubled" Woods at Harbison or any of the Harbison community's complexes or neighborhoods could easily spill over to Wellspring via the walking trails. K. Campbell Dep. 58:10-13. In fact, a 2004 Report of Unusual Occurrence documents Wellspring's concern that individuals from The Woods were accessing Wellspring via the trails and performing criminal acts.

Cooke and Cramer adopt a general rule related to residential landlords and tenants harmed by criminal actors on the landlord's property. That rule is grounded on two foundations: (1) apartment complex common areas are used exclusively by tenants/guests; and (2) apartment owners do not expect the public to enter their common areas. For all apartment complexes where these foundations exist, the Cooke/Cramer rule is certainly the binding rule of law on duty. However, where neither foundation rings true, the Cooke/Cramer conclusion cannot be applied. As Plaintiff's security expert Bill Booth stated, Wellspring is a "unique property". B. Booth Dep. 65:12-18, excerpts attached as **EXHIBIT 10**; see also S. Foster Dep. 37:11-40:21 (noting "permanent easement for walking trails through Wellspring" indicating that public access to Wellspring was what the trail "was obviously designed to do"), excerpts attached as **EXHIBIT 11**. Officer Kevin Isenhoward had a distinctive recollection of his first impression of Wellspring Apartments. He described the area as an "unusual place" with "a particularly creepy kind of tunnel...where vagrants hang out." Isenhoward Dep. 22:18-24.

This complex is not like the average apartment complex or any apartment complex discussed in earlier case law. B. Booth Dep. 82:11-83:4. On the points considered most important to the courts (i.e. openness to the public and the owner's expectations), Wellspring is more like a hotel/motel than the prototypical apartment complex.³ Accordingly, Defendants owed Ms. Wright a duty of reasonable care to protect her from foreseeable criminal acts of third parties.

2. Cooke/Cramer permits negligence claims against residential landlords related to criminal acts of third parties in some circumstances.

Even for those instances where the Cramer no-duty rule applies, the court made clear that Cramer does not bar all negligence claims by a tenant against a residential landlord related to a third party criminal attack. At its core, Cramer held only that a duty to protect against third party criminal attacks is not implied by the residential landlord-tenant relationship. According to the court, "The plaintiff is not precluded from asserting a general negligence principle. A duty may arise under the particular circumstances of the individual case based upon a showing of negligence constituting the proximate cause of the loss." Cramer, 312 S.C. at 443, 441 S.E.2d at 319 n. 1 (1994). This principle has been explicitly recognized after Cramer. See Goode v. St. Stephens United Methodist Church, 329 S.C. 433, 442, 494 S.E.2d 827, 832 (Ct. App. 1997)(citing Cramer).

The "particular circumstances" of a dispute between residential landlord and tenant that may support a negligence cause of action are not specified in Cramer or its progeny. As such, it is helpful to look to other jurisdictions to observe the circumstances where other courts have found a landlord owes a duty to protect its tenant. One common circumstance courts use to base

³ Some courts have explicated noted this similarity. See e.g. Tedder v. Raskin, 728 S.W.2d 343, 347 (Tenn. App. 1987)(noting "similarity between the special relationships and circumstances of the innkeeper and the modern landlord of a multiple-apartment building").

a landlord's duty is the landlord's exclusive control of an apartment complex's common areas. From a historic prospective, leases used to be primarily concerned with the agricultural use of the premises. Timothy O'Rourke, *Landlords have no Affirmative Duty to Protect Tenants from Criminal Activity*, 46 S.C. L. REV. 184, 185 (1994)(noting Feld "viewed the lease as a traditional conveyance of a property interest"); Tedder v. Raskin, 728 S.W.3d 343, 346 (Tenn. App. 1987). In that era, a tenant was granted exclusive control over the land for agricultural purposes and gave little thought to the condition or security of dwellings located on the premises. Tedder, 728 S.W.3d at 346 (citing *Landlord Liability for Crimes Committed by Third Parties Against Tenants on the Premises*, 38 VAND. L. REV. 431, 433 (1985)).

The modern era of residential leases is not the same. What was once viewed as a form of property conveyance is now understood as something quite different. As society has become more urban and suburban, "the common law recognized the essential differences between the lease of urban dwelling units and the lease of land for agricultural purposes." Tedder, 728 S.W.3d at 346; see also O'Rourke, 46 S.C. L. REV. at 185 (noting trend to alter common law "as it applies to modern apartment dwellers"). Tenants have changed from expecting full control over the entirety of the landlord's premises to expecting and receiving a dwelling unit surrounded by land owned and controlled by the landlord. To the modern tenant, a lease is not a property conveyance so much as "a well known package of goods and services." Kline v. 1500 Mass. Ave. Apartment Corp., 439 F.2d 477, 481 (D.C. Cir. 1970).

A major difference between modern residential leases and historic leases is the degree of control a lessor surrenders to its lessee. While historic leases granted total control over entire parcels of land, a modern residential tenant is given limited control over the dwelling unit⁴ and

⁴ See e.g. S.C. Code Ann. § 27-40-530 (imposing duty on tenant to permit landlord's access to dwelling unit under certain circumstances).

no control over other portions of the property through which the tenant must pass to enter and exit their dwelling. This "circumstance" of modern society has led several courts to conclude that a landlord retaining exclusive control over common areas (and therefore exclusive ability to care for the common areas) must also have a duty to take reasonable actions to keep those areas reasonably secure. See e.g., Hemmings v. Pelham Wood LLP, 826 A.2d 443, 451-52 (Md. App. 2003); Tedder, 728 S.W.2d at 347 (finding landlord with exclusive control of common areas "is in a far superior position to take steps necessary to secure the premises for the safety of the tenants").

This legal principle is so well recognized that it has become a part of Restatement (Second) of Torts § 360:

A possessor of land who leases a part thereof and retains in his own control any other part which the lessee is entitled to use as appurtenant to the part leased to him, is subject to liability to his lessee...for physical harm caused by a dangerous condition upon that part of the land retained in the lessor's control, if the lessor by the exercise of reasonable care could have discovered the condition and the unreasonable risk involved therein and could have made the condition safe.

See also Restatement (Second) of Property, Landlord & Tenant § 17.3 (same). For purposes of Restatement § 360, a "dangerous condition" includes "the unreasonable risk of harm from criminal intrusion." McPherson v. Dept. of Corr., 152 P.3d 918, 922 (Or. App. 2007)(quoting Restatement (Second) of Torts § 360, cmt. 1). A landlord's duty to reasonably secure a complex's common areas "represents a well-settled consensus as reported in various restatements." McPherson, 152 P.3d at 923. Other courts have deemed a security duty based on a landlord's exclusive control of common areas a simple matter of practicality. If a landlord does not have a duty to reasonably secure common areas, then "no one does because no one else possesses the ability." Martinez v. Woodmar II Condominiums, 941 P.2d 218, 221 (Ariz. 1997). The Martinez court simply refused to hold that the law "recognizes such a lack of responsibility for safety." Id.

In this case, Defendants retained exclusive control over the Wellspring Apartments common areas for the entire period that Ms. Wright was renting a unit at the complex. As property manager Karen Campbell acknowledged, tenants were not permitted to make their own repairs or provide their own maintenance for Wellspring common areas. K. Campbell Dep. 201:17-21. PRG Chief Operating Officer Samuel Foster confirms that Wellspring tenants are helpless to secure the complex's common areas. S. Foster Dep. 46:22-47:14. As discussed above, many courts view this as a circumstances upon which a landlord is charged with a duty to make reasonable efforts to reasonably secure the common areas.

A landlord's superior knowledge of the crime risk in the area is another "circumstance" courts have looked to in finding a landlord's duty. As compared to its tenants, a landlord is in a far better position to understand the premises' unique security vulnerabilities based on the landlord's knowledge of the entire complex and other crimes at the complex. Past crimes may put a landlord "on actual or constructive notice that third persons are likely to endanger the safety of tenants" and create a duty of reasonable care to guard against the danger posed by third party criminals. Schelp v. Cohen-Esrey Estate Servs., 889 S.W.2d 848 (Mo. App. 1994). A landlord's knowledge of previous crimes is a circumstance that can create a "duty to provide preventive security measures." Johns v. Housing Auth. for City of Douglas, 678 S.E.2d 571, 573 (Ga. App. 2009); see also Davenport v. D.M. Rental Props., Inc., 718 S.E.2d 188, 189-90 (N.C. App. 2011). In this case, Defendants knew of previous crimes at Wellspring Apartments committed by residents of a "troubled property" along the Harbison trails. Defendants knew or should have known about a series of crimes committed in the Wellspring parking lots around the time of Ms. Wright's abduction. Defendants' superior knowledge of Wellspring's crime history

and Wellspring's security vulnerabilities are another circumstance supporting imposition of a duty of reasonable care to reasonably secure the premises.

3. Even if Wellspring had no affirmative duty to provide security, the complex voluntarily conducted a security program.

A person having no affirmative duty to provide services to another may still face liability related to such services if the person voluntarily undertook a responsibility to provide services and performed that responsibility with less than reasonable care. In other words, "One who assumes to act, even though under no obligation to do so, may become subject to the duty to act with due care." Cooke v. Allstate Mgmt. Corp., 741 F. Supp. 1205, 1209-10 (D.S.C. 1990) (quoting Crowley v. Spivey, 285 S.C. 397, 406, 329 S.E.2d 774, 780 (Ct. App. 1985)). This legal principle is codified in Restatement (Second) of Torts § 323, a section that South Carolina courts have repeatedly cited and applied. The section states as follows:

One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of the other's person or things, is subject to liability to the other for physical harm resulting from his failure to exercise reasonable care to perform his undertaking, if

- (a) his failure to exercise such care increases the risk of such harm, or
- (b) the harm is suffered because of the other's reliance upon the undertaking.

Restatement § 323's voluntary undertaking rule applies to any type of duty a person chooses to assume. This section has been applied in various jurisdictions to a residential landlord's voluntarily assumed duty to provide security measures for the benefit of its tenants. For example, in Pamer v. Pritchard Bros., 575 N.E.2d 900 (Ohio Com. Pl. 1990), a woman was physically and sexually assaulted in her apartment by an intruder who climbed through her bedroom window. The plaintiff uncovered evidence showing that the defendant apartment complex voluntarily conducted a security program at the complex including full-time security officers for the common areas. Id. at 901. The court also found evidence that the resident relied

on the landlord's security program. Specifically, the resident asked the landlord about security after a criminal act occurred on the premises. It was based on the landlord's assurances of full-time security guards that the plaintiff decided to remain at the complex. Id. at 902. Even though the landlord had no general duty to protect its tenants from third party criminal acts, it did have a duty to conduct its voluntarily undertaken security program with reasonable care. Id. Whether the landlord's performance of its voluntarily assumed duty was reasonable presented a jury question and was inappropriate on a summary judgment motion. Id.

Similarly, in Reider v. Martin, 519 A.2d 507 (Pa. 1987), the court reversed dismissal of a negligence claim by a college student who was raped, beaten, and robbed in the stairway of the defendant's apartment building. The plaintiff's attacker entered her building through an unsecured front door the landlord promised to keep properly locked. Id. at 508. The court concluded there was evidence the landlord assumed a responsibility to properly secure the building's exterior door and evidence the tenant justifiably relied on the landlord's efforts to secure the door. Id. at 510 (noting tenant "can expect...that the program [of security] will be reasonably pursued and not fail due to its negligent exercise"). The plaintiff's evidence clearly met the undertaking and reliance elements of Restatement § 323 and, therefore, the plaintiff made the requisite showing on the duty element of her negligence claim. Id. at 511.⁵

Restatement § 323 has a rich history in South Carolina jurisprudence. This section "prescribes a duty of care" for purposes of South Carolina common law. Sherer v. James, 290 S.C. 404, 408, 351 S.E.2d 148, 150 (1986). Specifically, § 323 "establishes a duty on one who

⁵ Restatement § 323 has been examined and applied to landlord security programs in many other jurisdictions as well. See e.g., Scott v. Watson, 359 A.2d 548, 555 (Md. App. 1976) ("We think it clear that even if no duty existed to employ the particular level of security measures provided by the defendants, improper performance of such a voluntary act could in proper circumstances constitute a breach of duty"); Walls v. Oxford Mgmt. Co., 633 A.2d 103, 106-07 (N.H. 1993) ("a landlord who undertakes, either gratuitously or by contract, to provide security will thereafter have a duty to act with reasonable care").

undertakes to render services for the protection of another.” Id. at 407, 351 S.E.2d at 150. The service in question must be definitely assumed. See Shropshire v. Jones, 277 S.C. 468, 472, 289 S.E.2d 410, 412 (1982)(duty does not arise from “indefinite and nebulous statement”). Additionally, for a § 323 “undertaking” duty, the duty must be actually attempted and not merely promised. See Cramer v. Balcor Prop. Mgmt., Inc., 848 F. Supp. 1222, 1225 (D.S.C. 1994)(“In order to fall within the undertaking exception, the defendant must undertake to do something”).

Crowley v. Spivey, 285 S.C. 397, 329 S.E.2d 774 (Ct. App. 1985), provides a good example of the factors the court should consider for “undertaking” duties. In Crowley, the father of two murdered children sued the children’s maternal grandparents after the children’s mentally ill mother shot and killed them. The plaintiff, wary of the mother’s general instability and reported gun ownership, initially refused to permit the mother to visit the children. 285 S.C. at 403-04, 329 S.E.2d at 778. Seeking to maintain a connection between mother and children, the grandparents promised to take full responsibility and supervise all visits. Id. at 404, 329 S.E.2d at 779. The grandparents also reported that they had found no gun in the mother’s possession after repeated searches. Id. The father testified that he finally agreed to visitation in reliance on the grandparents’ promises that there was no gun and all visits would be supervised. Id. The court considered Restatement § 323 and determined that the grandparents owed a duty. The grandparents did not have an affirmative obligation to monitor visits or search for the gun but “once their performance began, a common law duty to exercise reasonable care arose.” Id. at 406, 329 S.E.2d at 780.

Restatement § 323 has been applied in other jurisdictions to a residential landlord’s voluntarily assumed duty to provide security. South Carolina recognizes this rule and has applied it in many different circumstances. South Carolina courts have also recognized that a residential

landlord can voluntarily assume a security duty for the benefit of its tenants. In Cramer, the court considered a landlord's security program that included devices to secure sliding glass doors. If a landlord decides to install such devices and actually "undertook to perform the work," then a duty would arise to install the device with reasonable care. 848 F. Supp. at 1225. The Cooke court reached the same conclusion in the context of a hypothetical: "if a plaintiff offers evidence that a landlord had been asked to repair a lock on a door, and that the work was performed negligently, a crime committed by a person entering through that door may present an actionable negligence claim against the landlord under South Carolina law." 741 F. Supp. at 1212; see also Goode v. St. Stephens United Methodist Church, 329 S.C. 433, 444, 494 S.E.2d 827, 832 (Ct. App. 1997)(noting in case where tenant's social guest was assaulted at apartment complex that landlord may "assume[] a duty to use due care" if it undertakes to provide security).

There is evidence in this case that Defendants assumed a responsibility to create, maintain, and perform a security program at Wellspring for the benefit of its tenants. Plaintiff has also presented evidence that she relied on Defendants' security program when choosing to move to Wellspring and to remain there year after year. Additionally, Plaintiff has presented evidence that Defendants' failure to properly perform the security program they promised their tenants and undertook to perform increased the risk that Plaintiff would suffer the harm she ultimately experienced on September 18, 2008. This evidence satisfies Restatement § 323's elements and establishes Defendants' duty to Plaintiff even if the court concludes Defendants were not otherwise required to provide security. Accordingly, Defendants' motion for summary judgment on the basis of a perceived lack of duty should be denied.

Defendants assumed responsibility for a sophisticated security program at Wellspring. Courtesy officers were a large part of the program. See K. Campbell Dep. 19:19-21; M. Roten

Dep. 22:8-21; 55:18-19 ("The property did contract for security officers"). Courtesy officers are law enforcement personnel who receive a reduced rate on rent or other compensation in exchange for providing various security services at an apartment complex. K. Campbell Dep. 165:11-14. Wellspring conducted an intricate courtesy officer program. Each potential courtesy officer signed a Courtesy Officer Independent Contractor Agreement (PRG Def. 000746, attached as **EXHIBIT 12**) that defined the officer's responsibilities at the complex. These responsibilities include (1) patrolling the Wellspring grounds for "a minimum of two hours each day"; and (2) "answering calls from residents reporting a nuisance, crime in progress, or "[a]ny act that within the professional opinion of the [officer] is contrary to the expected conduct of individuals on the property." A Wellspring courtesy officer's responsibilities are extensive and include anything up to and including "the normal duty as performed by a police officer of the locality where the designated apartment is located."

Restatement § 323's second element is the plaintiff's reliance on the defendant's undertaking. There is no duty if the plaintiff is unaware of the defendant's undertaking until after the plaintiff has suffered harm. See Staples v. Duell, 329 S.C. 503, 494 S.E.2d 639 (Ct. App. 1997)(refusing to find duty where injured motorist was unaware of landowner's tree inspection program until after motorist's auto accident). There is evidence in this case that Plaintiff was aware of Wellspring's security program far before her September 2008 attack and relied on that program when deciding to move to and remain at Wellspring. When Plaintiff was investigating various apartment complexes in the Columbia area in spring 2003, she considered the amenities each location offered. D. Wright Dep. 40:13-15. One of the primary amenities at Wellspring was its security program. Plaintiff "felt like it would be a safe place" because she "was told that there were security officers on duty." D. Wright Dep. 40:16-21. Security was such an important

consideration for Plaintiff that she asked Wellspring officials about the program. D. Wright Dep. 40:25-41:6. Plaintiff decided to move in to Wellspring only after receiving a satisfactory answer to a direct question about the security program.

Plaintiff, a sixty year old single woman, was concerned about security, asked about security, and relied on a promised security program (including patrol officers) when she chose to move to Defendants' property. Defendants invited Plaintiff and all tenants to rely on Wellspring's security program. To facilitate a courtesy officer's responsibility to answer calls, Defendants provide each officer with a cell phone. K. Campbell Dep. 264:23-25. The number for a courtesy officer's phone was printed in each month's Wellspring Apartments tenant newsletter. The August 2008 newsletter (PRG Def 002289-90, attached as **EXHIBIT 13**) printed a phone number, referred to as the "Security Pager" beneath the image of a police officer in full uniform.

Along with the phone number and police officer image, Defendants' newsletter represented to each Wellspring tenant that "Security is also very top priority with us." The "security pager" is presented as one of the means by which Defendants make security their "top priority." The implications from the totality of Defendants' security program are clear: (1) Plaintiff and other tenants relied on the program when deciding whether to enter or renew their leases at Wellspring; (2) Defendants knew or should have known Plaintiff and other tenants relied on the program; and (3) Defendants invited Plaintiff and other tenants to rely on the security program by advertising its courtesy officers and encouraging tenants to call the "security pager."⁶

⁶ Notably, Defendants continued to advertise the "security pager" number in their tenant newsletters even during periods where Wellspring had no courtesy officers. The fate of tenant calls to the pager during these periods is unclear. PRG corporate representative Meschelle Roten was unsure as to if or how these calls were processed. M. Roten Dep. 51:19-52:12.

Defendants' voluntary undertaking of a security program and Plaintiff's reliance on that program is sufficient to establish a duty for Defendants to perform the security program with reasonable care. Restatement § 323 includes a third element that can be used to establish a duty in the event that there is no evidence of reliance. In other words, a duty is established if the defendant voluntarily assumed a responsibility and the failure to exercise reasonable care in performing that responsibility increased the risk of harm to the plaintiff. In this case...

Defendants conducted at least two other tasks that affected the security of Wellspring's common areas. Defendants provided some of the common area lighting and had the exclusive authority to trim the shrubbery throughout the common areas. Plaintiff has evidence that Defendants' failure to exercise reasonable care in each of these undertakings were a proximate cause of her injuries. Wellspring's common areas were illuminated by two sources: (1) pole lights installed by South Carolina Electric & Gas; and (2) breezeway lights maintained by Wellspring. Defendants acknowledge undertaking a duty to illuminate the common areas for a number of "safety" reasons including reducing the risk that tenants or their guests will trip and fall when walking through the complex after dark. Defendants also acknowledge undertaking this duty for "security" purposes. When a breezeway light burned out, Defendants policy was to replace the light within one day. This was a matter of "security." K. Campbell Dep. 84:25-85:8.

Adequate common areas lighting discourages people who didn't belong from congregating at the complex. K. Campbell Dep. 27:1-5. In other words, well-lit common areas have a role in the protection of Wellspring tenants. K. Campbell Dep. 227:8-228:11; see also S. Foster Dep. 26:18-24 (referring to crime deterrent capacity of adequate lighting as "a common sense position"). Defendants clearly considered their provision of common area lighting a duty of both safety and security. In the "Maintenance" section of Defendants' policy and procedure

manual for Wellspring Apartments, the "Security" subsection acknowledges a "duty to help our residents to enjoy a safe and pleasant stay." PRG Defs. 000108 (attached as **EXHIBIT 14**). To fulfill their "Security" duty to keep residents "safe," Wellspring agreed that "[t]he property should be well lit" and Wellspring should "replace bulbs promptly and use adequate wattage." It is clear that Wellspring viewed its duty to provide light as a matter of safety (e.g. preventing falls) and security (e.g. deterring criminal acts by decreasing shadowy hiding places).

The apartment complex had lights installed at different locations in 2004 and in subsequent years. In 2003, PRG took over management of the complex and Franklin PineRidge initiated \$1.4 million of improvements to the property. They voluntarily undertook to contract out lighting and make other modifications to the apartment complex after undertaking the duty to own and manage the complex. Officer Kevin Isenhoward testified that Wellspring was dark and its lighting was poor. As Officer Isenhoward surveyed the scene and approached Ms. Wright's front door, he noted "it was just dark...too dark for my comfort." K. Isenhoward Dep. 24:7-8. The defendants had someone walk the complex every 90 days to check on things like lighting. Most of their people were not employed at night. Plaintiff's expert Bill Booth testified "the lighting on the property was totally inadequate and was a definite causative factor" in Ms. Wright's abduction. B. Booth Dep. 67:1-7. This testimony was based on a light study and objective lighting standards promulgated by the Illuminating Engineers Society of North America. B. Booth Dep. 29:4-12; 140:19-142:18 (describing light study methodology).

Defendants also maintained the shrubbery and other landscaping throughout Wellspring's common areas. This was a responsibility Defendants voluntarily undertook. K. Campbell Dep. 142:1-7. This responsibility included the shrubs near the ramp to Ms. Wright's unit. See Photos, attached as **EXHIBIT 15**. Ms. Wright's attackers were concealed by these shrubs on the night of

her abduction. D. Wright Aff. ¶ 8. Defendants chose to maintain Wellspring's shrubbery for multiple reasons. Overgrown shrubbery presents a safety risk in that tenants' movement around the facility could be impeded. Karen Campbell testified that shrubbery maintenance is also provided for tenants' protection. K. Campbell Dep. 230:10-14. The height of shrubs surrounding the approaches to tenants' dwelling units has an effect on the complex's security. As COO Foster acknowledged, it is "[a] lot harder to hide behind" a three foot shrub than a five to six foot shrub. S. Foster Dep. 32:24-33:10.

Wellspring hired H&S Landscaping to perform various landscaping tasks. For the shrubs, H&S was hired to "trim[] and shape[] as needed." PRG Def 000862, attached as **EXHIBIT 16**. H&S owner Shawn Howland was concerned about overgrown shrubbery around Wellspring and had numerous conversations with Wellspring manager Karen Campbell about the issue. Ms. Campbell's response was always that additional shrubbery maintenance was simply not in Wellspring's budget. S. Howland Aff. ¶ 9. Shortly after Ms. Wright's attack, Defendants authorized a special budget item for shrub maintenance. S. Foster Dep. 22:19-23:5 (additional pruning performed after Ms. Wright's attack was "outside of the budget"). This post-incident trimming was not usual maintenance but "severe trimming." M. Roten Dep. 64:17-65:6. The post-incident "severe trimming" Defendants conducted made a significant difference in visibility near Ms. Wright's apartment. A quick comparison of the area before and after the "severe pruning" clearly shows that proper pruning would significantly decrease the areas where a criminal actor could hide. See EXHIBIT 15 (comparing pages 1 and 2). According to Bill Booth, the vegetation issue was a causative factor in Plaintiff's injuries. Mr. Booth testified that "if the vegetation had been properly maintained...this crime would not have occurred." B. Booth Dep. 66:18-23.

B. Plaintiff's evidence presents genuine issue of material fact on proximate cause.

Proximate causation is an essential element of any negligence cause of action. Burnett v. Family Kingdom, Inc., 387 S.C. 183, 191, 691 S.E.2d 170, 175 (Ct. App. 2010). This element requires proof of both "causation in fact and legal cause." Small v. Pioneer Mach., Inc., 329 S.C. 448, 463, 494 S.E.2d 835, 842 (Ct. App. 1987)(citing Hurd v. Williamsburg County, 363 S.C. 421, 428, 611 S.E.2d 488, 492 (2005)). Causation in fact is established by proof that the injury "would not have occurred but for the defendant's negligence." Cody P. v. Bank of Am., N.A., 395 S.C. 611, 620, 720 S.E.2d 473, 478 (Ct. App. 2011)(citing Mellen v. Lane, 377 S.C. 267, 278, 659 S.E.2d 236, 245 (Ct. App. 2008). Legal cause is established by determining foreseeability, a factor which focuses on "whether the injury is the natural and probable consequence of the alleged negligent act." Id. As the Cooke court noted, "[p]roximate cause is generally a question for the jury." 741 F. Supp. at 1214; see also Ballou v. Sigma Nu Gen. Fraternity, 291 S.C. 140, 147, 352 S.E.2d 488, 493 (Ct. App. 1986)("Only in rare or exceptional cases may the question of proximate cause be decided as a matter of law"). Summary judgment on proximate cause is inappropriate where the plaintiff has produced "some evidence." Cooke, 741 F. Supp. at 1214.

Where a negligence claim alleges an injury directly caused by the intervening act of a third party, a "special case" is presented. Cody P. v. Bank of Am., N.A., 395 S.C. at 620, 720 S.E.2d at 478. In those special cases, the test becomes whether a third party criminal act was foreseeable to the defendant. The finder of fact must determine whether "the injury at the hand of the intervening party was within the general range of consequences which any reasonable person might foresee as a natural and probable consequence of the negligent act." Shepard v. S.C. Dep't of Corr., 299 S.C. 370, 375, 375 S.E.2d 37, 37 (Ct. App. 1989). Plaintiff need not prove the

“particular chain of events” was foreseeable but only that the injury the criminal inflicted was “within the general range of consequences which any reasonable person might foresee.” Cody P., 395 S.C. at 621, 720 S.E.2d at 478 (citing Shepard 299 S.C. at 375, 385 S.E.2d at 38).

Several different types of evidence may be used to demonstrate that a defendant could reasonably foresee injuries ultimately perpetrated by an independent third party. Expert testimony may be used to establish foreseeability. An expert with knowledge of the defendant’s business may testify regarding the types of harms the defendant anticipates in its business. See Cody P., 395 S.C. at 621-22, 720 S.E.2d at 478 (considering banking expert’s testimony that banks anticipate theft). The defendant’s policies and procedures may also demonstrate that it foresees certain types of harms may flow from its negligent conduct. In Cody P., the defendant’s policies and procedures established rules to guard against certain harms. Id. at 622, 720 S.E.2d at 478. The policies themselves were some evidence that the defendant foresaw the types of harms it took the time and effort to guard against. Id.

In Daniel v. Days Inn of America, Inc., 292 S.C. 291, 356 S.E.2d 129 (Ct. App. 1987), the court considered whether a motel could have foreseen a third party criminal attack on its guest. In finding a jury question on this issue, the court considered several pieces of evidence indicating the hotel foresaw potential attacks on its motels. For example, the hotel required an employee to walk the premises once or twice per night. The hotel also requested the local sheriff’s department patrol the hotel parking lot. These actions made it “evident that the hotel perceived some threat of physical harm to its guests.” Id. at 302, 356 S.E.2d at . The court also considered other crimes in the hotel’s vicinity including the number of crimes and their circumstances. Id. at 298, 356 S.E.2d at 135.

There are several pieces of evidence demonstrating that third party criminal attacks were something Defendants could have foreseen at Wellspring. Defendants' policies and procedures recognize this risk. Defendants' "Courtesy Officer Independent Contractor Agreement" creates a relationship between Defendants and an officer to provide specific services to prevent certain harms. Courtesy officers are to respond to calls regarding "Domestic altercations" and "Criminal acts." See EXHIBIT 12. Similarly to Daniel, it is clear from this Agreement that Defendants perceived some threat of third party criminal acts directed at its tenants. This was a threat Defendants recognized and undertook to guard against. Accordingly, a third party criminal act directed at Wellspring's tenants was not unforeseeable should Defendants negligently perform the duty they had undertaken to guard against such crimes.

Plaintiff's security expert Bill Booth testified that, in his opinion, Defendants' negligence was a proximate cause of Ms. Wright's injuries. B. Booth Dep. 162:15-18. Mr. Booth has provided uncontroverted testimony that Ms. Wright's abduction was a "foreseeable incident." B. Booth Dep. 66:8-15. Mr. Booth's opinion was based in part on his analysis of other crimes at Wellspring Apartments. Mr. Booth analyzed various crimes at Wellspring and focused his analysis on crimes in the Wellspring parking lot. See B. Booth Dep. 175:12-176:9 (describing methodology for analysis). For 2007 and the first nine months of 2008, Mr. Booth documented 15 parking lot offenses at Wellspring. Mr. Booth's analysis did not include all criminal incident reports from the Wellspring property. Instead, he pulled all such reports and winnowed them down to those that may have been impacted by lighting, courtesy officer patrolling, or better sight lines. B. Booth Dep. 178:21-179:6. Mr. Booth's analysis showed that in the very parking lot where Ms. Wright was abducted, there had been an attempted home invasion and an attempted burglary within the previous two years. There had also been a series of vehicle related

crimes over that same period that Mr. Booth referred to as "precursor crimes," i.e. incidents that likely would have included crimes against a person had the car's owner been present. B. Booth Dep. 180:18-23. Defendants' witnesses also acknowledge that crime was foreseeable at Wellspring. Karen Campbell admitted that it "would be fair to say" that there is going to be a certain amount of crime at Wellspring. K. Campbell 114:1.

In addition to this evidence supporting legal cause, there is also evidence that Defendants' negligence was a cause in fact of Plaintiff's injuries. The testimonial evidence from several witnesses demonstrates that but for Defendant's unreasonably dim lighting and improperly maintained shrubbery, the attackers would likely have been seen by Ms. Wright as she parked her car. Ms. Wright testified that her attackers "were not visible when I parked and exited my car due to the height and width of the overgrown shrubbery and the lack of lighting in the area." D. Wright Aff. ¶ 8; D. Wright Dep. 63:16-18. A representative of the company Defendants hired to trim the shrubbery claimed under oath that, as they stood on the date of Ms. Wright's abduction, the shrubs "posed safety and security hazards for the residents." S. Howland Aff. ¶ 8. Similarly, following his site visits and using his training, education, and experience in the security industry, Mr. Booth testified that the overgrown shrubbery "provided a hiding place for the individuals who committed this crime." B. Booth Dep. 66:16-23.

Expert Booth's analysis of Wellspring's common area lighting system revealed that there was too little light "to allow one individual to see another individual to be able to identify them later or identify a photograph or identify a drawing" of the individual at a later date. B. Booth Dep. 140:23-142:4. The lighting was "totally inadequate" and "this crime would not have occurred" had lighting met the industry standard. B. Booth Dep. 66:24-67:7. If the perpetrators had been visible as she parked her vehicle, Ms. Wright would never have gotten out of her car

and she would have never been abducted. D. Wright Aff. ¶ 10. In fact, even after getting out of the car, if the lighting and shrubbery maintenance was such that Ms. Wright could see the perpetrators as she approached the walkway and ramp, then she could have retreated to her car or sought assistance at a neighbor's house. D. Wright Aff. ¶ 10. The attackers remained concealed and were able to execute a surprise attack only because of the poor lighting and overgrown shrubs.

Additionally, but for Defendants' sloppily executed courtesy officer program, the perpetrators likely would not have been in the area to abduct Ms. Wright. Defendants' courtesy officer program required the officers to patrol Wellspring for at least two hours per day. Their patrols were to be recorded on forms Wellspring provided. Defendants acknowledge the required patrolling was not performed. K. Campbell Dep. 19:22-20:3. Expert Booth estimates that based on Wellspring's size, a courtesy officer could cover the premises five to six times in two hours. B. Booth Dep. 158:23-24. Using that estimate, Defendants' courtesy officer program, if properly performed, would have a courtesy officer in the area of Ms. Wright's abduction every 15 minutes for the period of the courtesy officers' daily patrol. Consistent presence of an officer in Wellspring's common areas would have a significant effect on the average criminal's decision making process and ultimately his conduct. In Mr. Booth's expert opinion,

If we can make [the criminal] believe that his activity is going to be viewed more than likely by someone, and that the chances of him being apprehended in the commission of the act are greater in one place than they are in another, we can move the commission of that we may not stop that criminal act. We can move the commission of that criminal act to another location.

B. Booth Dep. 113:3-10.

There is evidence Ms. Wright would not have exited her vehicle to encounter her attackers but for the poor lighting and unkempt shrubbery that allowed the attackers to remain

concealed. There is also evidence showing that the perpetrators likely would not have been loitering in proximity to Ms. Wright's front door had the courtesy officer program been conducted as required by Defendants own policies. Accordingly, there is certainly evidence to show Defendants' negligence was a cause in fact of Plaintiff's injuries. With at least a scintilla of evidence on legal cause and causation in fact, Defendants' motion for summary judgment on the issue of proximate cause must be denied.

II. Plaintiff has made a prima facie showing on all elements of her South Carolina Unfair Trade Practices Act ("SCUTPA") claim.

SCUTPA prohibits all "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. Code Ann. § 39-5-20(a). The terms "trade" and "commerce" include offering for sale or the sale of "any services...commodity or thing of value." S.C. Code Ann. § 39-5-10(b). SCUTPA's prohibition on unfair trade practices may be enforced by private party lawsuits. The Act authorizes a cause of action for "[a]ny person who suffers any ascertainable loss...as a result of the use or employment by another person of an unfair or deceptive" trade practice. S.C. Code Ann. § 39-5-140(a). To prevail on a SCUTPA claim, a plaintiff must prove (1) the defendant engaged in an unlawful trade practice; (2) the plaintiff suffered actual, ascertainable damages as a result of the defendant's unlawful trade practice; and (3) the defendant's unlawful trade practice had an adverse impact on the public interest. City of Charleston, S.C. v. Hotels.com, L.P., 520 F. Supp.2d 757, 773 (D.S.C. 2007). A trade practice is "unfair" for SCUTPA purposes when it is "offensive to public policy or when it is immoral, unethical, or oppressive." Bessinger v. Bi-Lo, Inc., 366 S.C. 426, 432, 622 S.E.2d 564, 567 (Ct. App. 2007). An unfair trade practice impacts the public interest "if the acts or practices have the potential for repetition." York v. Conway Ford, Inc., 325 S.C. 170, 173, 480 S.E.2d 726, 728 (1997).

In 2003, Ms. Wright was in need of a new place to live. She visited several apartment complexes in Columbia and compared the amenities each had to offer. D. Wright Dep. 40:13-15. Ms. Wright wanted a place that offered various recreation options and wanted a place close to work. She also wanted a place that was safe and where the owners worked diligently to secure the premises. During her apartment search, Ms. Wright met with Wellspring's property manager. D. Wright Dep. 40:22-24. In a clear effort to entice Ms. Wright to choose Wellspring over the many other apartment complexes in the area, the property manager told Ms. Wright that Wellspring had "security officers on duty." D. Wright Dep. 40:16-21; K. Campbell Dep. 265:19-21 (noting Wellspring residents are told about courtesy officers when they move in and the monthly newsletter provided a "reminder" of the officers' presence). This statement induced Ms. Wright to choose Wellspring. After hearing the property manager's assurances of a manned security program, Ms. Wright "felt like it would be a safe place." D. Wright Dep. 40:21.

Ms. Wright's reliance on Defendants' representations of security is precisely the reason Defendants made these representations. A potential tenant's peace of mind regarding security increased the likelihood that the potential tenant would sign a lease at Wellspring. As with all residential landlords, Defendants' economic interests are best served when all the Wellspring units are occupied. Defendants' focus on high occupancy rates is especially pronounced. Karen Campbell, who has worked at several different apartment complexes over her career as a property manager, described PRG as "a very aggressive company" where the occupancy numbers were "never enough" to suit management. K. Campbell Dep. 189:7-10.

Defendant's representation of security guards at Wellspring was untrue. There were no "security officers" or courtesy officers at Wellspring when Ms. Wright was abducted in September 2008. Defendants' representation was, therefore, a misrepresentation and "unfair" as

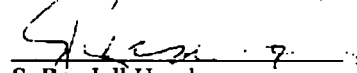
that term is used in SCUTPA. There can be little doubt that making a false representation of security at a person's dwelling to entice potential renters to sign a lease is immoral and unethical. This misrepresentation was not limited to a single conversation between Defendants' property manager and Ms. Wright. In each tenant's newsletter, Defendants advertised a "security pager" that tenants could call when in need of security services. The security pager number was always presented in proximity to an image of a police officer in full uniform. In the August 2008 newsletter, the security pager number is publicized again even though Defendants had no courtesy officers at that time. Defendants made this representation knowing it was untrue and knowing that its tenants relied on the representation. Defendants derived economic benefits from the promise of security services. This unfair trade practice had an impact on the public interest because it is capable of repetition. This newsletter was sent to all Wellspring tenants. Thus, the false representation of security services was made to many people, not just Ms. Wright. Plaintiff has presented evidence on all three SCUTPA elements identified in City of Charleston. Summary judgment on Plaintiff's SCUTPA claim should be denied.

CONCLUSION

Based on the arguments stated above, Plaintiff respectfully requests that the court deny Defendants' Motion for Summary Judgment. Under South Carolina law, Defendants owed Plaintiff a duty of reasonable care to protect against criminal attacks by third parties. This common law duty is based on the relationship between Defendants and Ms. Wright and the unique conditions at Wellspring apartments. Alternatively, Defendants owed Ms. Wright a duty to use due care in the performance of duties voluntarily undertaken. Defendants undertook duties to provide courtesy officers, maintain shrubbery, and properly illuminate the Wellspring common areas. Plaintiff's evidence also creates a genuine issue of material fact on the issue of

proximate cause. Finally, Plaintiff's evidence makes the requisite prima facie showing on all elements of a SCUTPA claim. Defendants' motion must be denied.

Respectfully submitted, ' .



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Rock Hill, South Carolina

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

Case No. 2011-CP-40-4068

Denise Wright Appellant

v.

PRG Real Estate Management,
Inc.; Franklin Pineridge
Associates; Karen Campbell
Individually, and in her
Representative Capacity as an
Agent of PRG Real Estate
Management

..... Respondents.

RECORD ON APPEAL (VOLUME 2)

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EXHIBIT 1

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

)
)
)
)

AFFIDAVIT OF DENISE WRIGHT

PERSONALLY APPEARED BEFORE ME, the undersigned, who after being duly sworn, hereby deposes and states as follows:

1. My name is Denise Wright and I am a resident of Richland County, South Carolina.
2. The matters set forth in this affidavit are based upon my personal knowledge.
3. This testimony is being freely given.
4. In September 2008, I was a resident of Wellsprings Apartment and my address was 500 Harbison Boulevard, Apartment no. 2210, Columbia, SC
5. On the evening of Thursday, September 18, 2008, I attended practice with Heart of Columbia Chorus in Lexington. After practice, I arrived home at approximately 10:00 – 10:30 pm.
6. I pulled my car into a parking space at the front of building 2200 in the Wellspring complex. I parked about two parking spots from the edge of the parking lot near a dumpster and steps and ramp leading to my apartment building
7. I exited my vehicle and walked to the concrete stairs that led to my apartment building. The pole light in the parking lot was not illuminated and the view of the stairs and ramp that led to my apartment was obscured by darkness and massive shrubbery that was overgrown.
8. As I walked toward the ramp leading to the building, I was suddenly and unexpectedly confronted by two men who jumped from behind the shrubbery. The men were not visible when I parked and exited my car due to the height and width of the overgrown shrubbery and the lack of lighting in the area. The men abducted me at gunpoint and threatened to take my life.
9. If proper lighting had been provided and the shrubbery kept trimmed to low height, I would have been able to see these men prior to parking and exiting my vehicle.
10. If I had been able to see those two men in the shrubbery or even sitting on the ramp leading to my apartment, I would not have gotten out of my car and attempted to walk to my apartment door, or alternatively, If I had been able to see those men as I was approaching the walkway and ramp, I would have been able to make a safe exit to my car

or a neighboring apartment to call for assistance. In either situation, I would have been able to safely remove myself from a suspicious and potentially dangerous situation before they had a chance to abduct me at gunpoint.

9. This affidavit does in fact reflect my testimony on this matter.

FURTHER, THE AFFIANT SAYETH NAUGHT.

Denise Wright
Denise Wright

Sworn to before me

this Sept 4 2012.

My Commission Expires: 3-22-13

EXHIBIT 2

0001

1	State of South Carolina	)	Court of Common Pleas
		)	
2	County of Richland	)	No.: 2011-CP-40-4068
3			
4	Denise Wright,	)	
		)	
5	Plaintiff,	)	
		)	Deposition of
6	vs.	)	DENISE WRIGHT
		)	
7	PRG Real Estate	)	
	Management, Inc.,	)	
8	Franklin Pineridge	)	
	Associates, Karen	)	
9	Campbell, Individually	)	
	and in her Representative	)	
10	Capacity as an Agent of	)	
	PRG Real Estate	)	
11	Management,	)	
		)	April 16, 2012
12	Defendants.	)	
		)	

13

14 Deposition on oral examination of DENISE
15 WRIGHT, reported by Brad H. Thomas, Certified
16 Realtime Reporter and Notary Public in and for the
17 State of South Carolina; said deposition taken
18 pursuant to agreement and in accordance with the
19 South Carolina Rules of Civil Procedure, at the
20 Offices of Burriss & Ridgeway, 907 Elmwood Avenue,
21 Columbia, South Carolina, on April 16, 2012, at the
22 hour of 10:05 a.m.

23

24 GARBER REPORTING SERVICE, INC.
POST OFFICE BOX 12348
COLUMBIA, SOUTH CAROLINA 29211
25 (803) 256-4500

0002

1

2 Appearances
3 Representing the Plaintiff:
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Burriss & Ridgeway
5 907 Elmwood Avenue
Columbia, South Carolina 29201

6
7

Representing the Defendants:

8

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Columbia, South Carolina 29211

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0004

1

This deposition is taken in

2

accordance with the South Carolina Rules of Civil

3

Procedure.

4

It is agreed and stipulated by the

5

Deponent and respective counsel that the reading and

6

signing of the deposition by the Deponent is

7

expressly waived.

8

WHEREUPON:

9

DENISE WRIGHT, being duly sworn and

10

cautioned to speak the truth, the whole truth and

11

nothing but the truth, testifies as follows:

12

EXAMINATION

13

BY MR. COMER:

14

Q. Good morning, Ms. Wright. We met before

15

we went on the record. My name is Brian Comer and I

16

represent the defendants in this lawsuit that you

17

have brought. For the record can you put your full

18

name on the record, please?

19

A. Denise Antoninette Wright.

20

Q. Ms. Wright, have you ever given a

21

deposition before?

22

A. No.

23

Q. And Antoninette, is that spelled

24

A-n-t-o-n-e-t-t-e?

25

A. T-o-i-n.

0005

1

Q. Go ahead and spell it for the record for

2

our court reporter.

3

A. A-n-t-o-n-i-n-e-t-t-e (sic).

4

Q. Well, if you've never given a deposition

5

before, let me go ahead and just kind of tell you a

6

couple of things that our rules of civil procedure

7

require.

8

I'm going to be asking you a lot of

9

different questions today. You will find that this

10

will become very conversational. A lot of times you

11

may anticipate the question that I'm about to ask

12

before I get it out of my mouth. I would ask that

13 you not interrupt me, if possible, so that our court
14 reporter, who is sitting to my left, can get a full
15 transcript of all the questions and answers. By the
16 same token, I will try not to interrupt you. If I
17 ever do, please let me know and I'm happy to let you
18 finish your answer. Is that okay?

19 A. That's fine.

20 Q. I'm going to be asking you a lot of
21 questions. If at any time you don't understand one
22 of my questions, please let me know. I'll be happy
23 to rephrase it or to clarify it, but if you don't
24 ask me to do that, I'm going to assume that you
25 understood my question. Is that okay?

0006

1 A. That's fine.

2 Q. I don't anticipate we're going to be here
3 all day, but we may be here a couple of hours. This
4 certainly is not an endurance contest. So if you
5 ever need a break, just let me know. The only thing
6 I would ask is that you answer the question that is
7 on the record at the time. Is that okay?

8 A. Okay.

9 Q. Are you taking any medications this
10 morning?

11 A. Blood pressure.

12 Q. Okay. Does that affect your memory or
13 your ability to answer my questions today at all?

14 A. No, it does not.

15 Q. As I ask this question I don't want to
16 know about your conversations with your counsel,
17 with Mr. Ridgeway, but what, if anything, did you do
18 to prepare for your deposition today?

19 A. Nothing.

20 Q. Okay. Did you meet with Mr. Ridgeway?

21 A. I have met with him, yes.

22 Q. Did you meet with him this morning?

23 A. Yes.

24 Q. Okay. How long did you meet with him?

25 MR. RIDGEWAY: Objection. I don't

0007

1 think she's got to answer any questions about
2 meetings with counsel and times and that sort of
3 thing. So I instruct her not to answer that.

4 BY MR. COMER:

5 Q. Did you review any documents?

6 A. No.

7 Q. Tell me what your current address is.
8 A. 100 Walden Heights Drive, Apartment 712,
9 Irmo, South Carolina.
10 Q. How long have you lived at the Walden
11 address?
12 A. Moved in there in 2009.
13 Q. Have you ever gone by any other names than
14 Denise Antoninette Wright?
15 A. Just Toni.
16 Q. Toni?
17 A. Yeah.
18 Q. But no other aliases?
19 A. No.
20 Q. Haven't changed your name?
21 A. No.
22 Q. Or anything like that?
23 A. No.
24 Q. And is your Social Security number
25 [REDACTED] ?
0008
1 A. Right.
2 Q. And I've got your date of birth as [REDACTED]
3 [REDACTED]; is that correct?
4 A. No.
5 Q. I'm sorry. Tell me what your --
6 A. [REDACTED].
7 Q. All right. Do you drive?
8 A. Yes.
9 Q. Do you have any restrictions on your
10 license?
11 A. Contact lens.
12 Q. What blood pressure medication are you
13 taking right now?
14 A. Verapamil.
15 Q. Let me ask you a little bit about your
16 family. Are you married?
17 A. No.
18 Q. Have you ever been married?
19 A. Yes.
20 Q. Who was your ex-husband?
21 A. John Thomas Wright.
22 Q. Does he live in Columbia?
23 A. Yes, he does.
24 Q. Do you know his current address?
25 A. No.
0009

1 Q. How about any children?
 2 A. One.
 3 Q. And what is her name?
 4 A. It's Tasha Nicole Curtis.
 5 Q. And where does she live in Columbia?
 6 A. Irmo.
 7 Q. Any other relatives in Richland County?
 8 A. My sister lives in Richland County. I
 9 think it's Richland County. West Columbia.
 10 Q. And I'm not trying to ask you overly
 11 personal questions, but if we have a trial of this
 12 case and we have to strike a jury, then I'm going to
 13 want to know obviously if anyone you're related to
 14 is on that jury.
 15 A. I have several nieces and nephews that
 16 live here.
 17 Q. Okay. Can you tell me who they are?
 18 A. Tiffanie Scoggins, Chase Scoggins, Amber
 19 Waln, Aubrie Waln, Cole Scoggins. That's all for
 20 Columbia.
 21 Q. And how do you spell Waln?
 22 A. W-a-l-n.
 23 Q. Waln. Any other names besides, I guess,
 24 Wright, Scoggins, and Waln? We've discussed those.
 25 Any other last names?
 0010
 1 A. Curtis. That would be my daughter and
 2 son-in-law and his sister. His sister lives here in
 3 Columbia.
 4 Q. Okay. Do you -- have you ever been
 5 arrested?
 6 A. No.
 7 Q. So obviously haven't been convicted of a
 8 crime?
 9 A. No.
 10 Q. Prior to your Walden -- is it Walden Road?
 11 A. Heights. Walden Heights Drive.
 12 Q. Prior to the Walden Heights Drive address
 13 is it accurate to state that you lived at Wellspring
 14 Apartments; is that right?
 15 A. That's correct.
 16 Q. Okay. Approximate what dates did you live
 17 at Wellspring Apartments?
 18 A. From 2003 to 2008.
 19 Q. How about prior to Wellspring Apartments
 20 do you recall where you lived?

21 A. 137 Wychwood, W-y-c-h-w-o-o-d. That's in
22 Irmo.

23 Q. Is that a house or an apartment complex?

24 A. House. House.

25 Q. And did you own that house?

0011

1 A. I did.

2 Q. And who lived there with you?

3 A. My ex-husband.

4 Q. And I assume your daughter. Would that be
5 right?

6 A. Yes.

7 Q. And that was up until 2003?

8 A. Yes.

9 Q. I assume you and your husband divorced
10 around 2003; is that right?

11 A. No. We divorced in 2007, separated in
12 2002.

13 Q. Okay. How long had you lived at the
14 Wychwood address until you -- until up to the time
15 you moved to Wellspring?

16 A. Oh, Lord, have mercy. I'd say
17 approximately ten years or more.

18 Q. Okay.

19 A. I don't know the exact date we moved in
20 that house.

21 Q. Sure. Have you always lived in South
22 Carolina?

23 A. Yes.

24 Q. Okay. Have you always generally lived in
25 this area, grew up in Richland, that kind of thing?

0012

1 A. Yes.

2 Q. All right. I won't ask you to go back
3 beyond the Wychwood address, but that answers my
4 question.

5 Let me now go through your educational
6 background a little bit. Starting with high school,
7 tell me the high school you attended and the date of
8 graduation, if you graduated.

9 A. Columbia High School, 1966.

10 Q. And did you go to school after graduation
11 from high school?

12 A. University of South Carolina.

13 Q. And what did you study at University of
14 South Carolina?

15 A. Nursing and music.
 16 Q. And how long did you attend classes at
 17 USC?
 18 A. Approximately two years.
 19 Q. And did you graduate or take an
 20 associate's degree or anything?
 21 A. No.
 22 Q. Any particular reason?
 23 A. Wasn't for me.
 24 Q. Any other formal education after taking
 25 the classes at USC?
 0013
 1 A. Through banking. I went to -- graduated
 2 from the American Institute of Banking.
 3 Q. When did you graduate from the American
 4 Institute of Banking?
 5 A. It was in the '70s, but I can't remember
 6 the year.
 7 Q. Tell me a little bit about that. Is it a
 8 period of weeks or is it a year?
 9 A. It took a year to do. It's online courses
 10 and some in-house in the banking.
 11 Q. I assume you weren't doing any online
 12 courses in the '70s?
 13 A. No. I was at home. No, I shouldn't even
 14 say that, but correspondence courses.
 15 Q. I understand. Kind of the type of thing
 16 where you are provided materials?
 17 A. Material. You do it, you read it, you
 18 fill out the paperwork that you have to do and mail
 19 it back in.
 20 Q. Okay. Other than the American Institute
 21 of Banking, any other continuing education or
 22 anything like that?
 23 A. No, sir.
 24 Q. After you left USC, I assume that would
 25 have been around what? 1968, '69?
 0014
 1 A. Uh-huh.
 2 Q. Okay. What did you do next?
 3 A. I was in banking.
 4 Q. Which bank did you go to work for?
 5 A. First Citizens.
 6 Q. Was that here in Columbia?
 7 A. Columbia at Main Street.
 8 Q. What did you do there?

9 A. Teller.
 10 Q. How long did you work for First Citizens?
 11 A. Approximately six, seven years.
 12 Q. Where did you go next?
 13 A. Moved to Ridgeland, South Carolina.
 14 Worked for a bank there that is no longer in
 15 existence. I don't even remember the name of it.
 16 Q. Okay.
 17 A. I really don't.
 18 Q. Any particular reason for the move to
 19 Ridgeland?
 20 A. Yes. I got married and my husband was
 21 transferred there.
 22 Q. What did your husband do for a living?
 23 A. A highway trooper, South Carolina highway
 24 patrol.
 25 Q. Is he still with the highway patrol?
 0015
 1 A. No.
 2 Q. When did he retire from the highway
 3 patrol?
 4 A. I don't know. It was after we divorced.
 5 I don't really know.
 6 Q. Okay. So it's been sometime in the last
 7 four or five years?
 8 A. Yes.
 9 Q. And did he always work with the highway
 10 patrol during your marriage and so forth?
 11 A. There was a time he was with the
 12 University of South Carolina police too. And that's
 13 who he ended up retiring from.
 14 Q. Is it accurate to say that he generally
 15 worked in some kind of law enforcement type of
 16 capacity?
 17 A. Yes.
 18 Q. Have you ever had any legal training? And
 19 by that I mean courses in the law, be it through the
 20 banking school or anything like that?
 21 A. No.
 22 Q. How about any training in security?
 23 A. Yes.
 24 Q. Okay. Tell me a little bit about that.
 25 A. The bank -- just what the bank requires.
 0016
 1 As bank employees we had quarterly security training
 2 in-house.

3 Q. Tell me a little bit about what that would
4 involve. For example, was it trying to detect if
5 someone was suspicious through their actions or
6 what? I don't know. So explain to me what that
7 means.

8 A. We learned how to be suspicious of anyone
9 that walks up to a teller window. We learned how to
10 be secure in coming into the branch in the mornings
11 to protect ourself from early morning robberies and
12 procedures for closing. We learned a little bit
13 about what to do in case of a robbery, how to
14 handle -- how to secure the site and how to handle
15 that kind of thing.

16 Q. Okay.

17 A. And this was done quarterly.

18 Q. Do you remember the first time you ever
19 had to go through that kind of training?

20 A. Oh, Lord, have mercy. No.

21 Q. Would it be safe to say that it was
22 sometime around when you started in the banking
23 industry?

24 A. Yes. Oh, yes.

25 Q. Did you ever have to use that training --

0017

1 well, strike that. Let me ask a different question.
2 Were you ever part of a robbery of a bank? Were you
3 ever there when someone came in and tried to rob a
4 bank?

5 A. No.

6 Q. Any other kind of -- outside of robbery,
7 in connection with your employment were you ever a
8 witness to or part of any other kind of crime
9 involving your place of employment and the banking?

10 A. No.

11 Q. Okay. So you went to Ridgeland and you
12 worked there. What was -- how long did you stay at
13 that bank?

14 A. I think about a year.

15 Q. Okay. What was your -- what bank did you
16 go to next?

17 A. Moved back to Columbia and I started with
18 Lexington State Bank.

19 Q. And in all of these positions were you a
20 teller?

21 A. Teller.

22 Q. And how long were you with Lexington State

23 Bank?

24 A. About four years.

25 Q. Let me see if I can attach a year to this.

0018

1 Would this have been around, I don't know, late

2 '70s, thereabouts?

3 A. Yes, that would be correct.

4 Q. All right. Where did you go next?

5 A. Lexington got bought out by BB&T. So I
6 stayed with BB&T.

7 Q. How long were you with BB&T?

8 A. 20 plus years.

9 Q. And was that your most recent job?

10 A. Yes.

11 Q. And when you quit working which branch
12 were you working out of?

13 A. Harbison.

14 Q. And what did you do at the Harbison
15 branch?

16 A. Teller supervisor.

17 Q. Who was your -- who was your supervisor
18 there?

19 A. At that time Karen Metts.

20 Q. Okay. During the course of any of your
21 prior employment were you ever terminated for cause?

22 A. No.

23 Q. Ever disciplined in any way?

24 A. No.

25 Q. And when did you stop working at BB&T?

0019

1 A. 2009.

2 Q. And why did you stop working?

3 A. After what I went through in September of
4 2008 I just couldn't keep it together. It was very
5 difficult to work there.

6 Q. Okay. What -- can you elaborate on what
7 made it difficult?

8 A. The ATM that the men took me to was right
9 there at my branch. It was hard to work watching
10 that. It was -- I'm very leery of people. It was
11 very hard to wait on my customers. It was hard to
12 keep myself together enough to be a supervisor.

13 Q. Okay.

14 A. So I chose to resign.

15 Q. Were you asked to resign or anything like
16 that?

17 A. No.
18 Q. Okay. Did you ever -- well, was a
19 transfer possible to a different branch?
20 A. We talked about that, yeah.
21 Q. Who did you speak with about that?
22 A. Karen Metts is one of them. Diane Brewer,
23 who was my supervisor above her, really the head
24 honcho, suggested that to me to see if that would
25 help, but I'm only comfortable around people that I
0020
1 know. For me I was afraid. I was really afraid to
2 go anywhere else. So I tried -- I toughed it out
3 for about ten -- I took a leave of absence and then
4 came back and tried to tough it out, but it didn't
5 work out.
6 Q. How long did you take a leave of absence
7 for?
8 A. A couple months.
9 Q. And we're going to get into some of this
10 later, but did you seek any treatment?
11 A. Yes. I was under counseling.
12 Q. Okay. Like I said, we'll get into some of
13 that a little bit later. I don't want to get ahead
14 of myself. Were you being treated by any physicians
15 at the time that you stopped working at BB&T?
16 A. No.
17 Q. So no counselors at that time or anything?
18 A. No.
19 Q. Were you taking any medications when you
20 stopped working?
21 A. No.
22 Q. Blood pressure?
23 A. Blood pressure.
24 Q. Okay. I wanted to make sure I clarified
25 that. You were taking some blood pressure
0021
1 medication?
2 A. Blood pressure medicine.
3 Q. How long have you taken blood pressure
4 medication?
5 A. Since I was diagnosed for migraines. It's
6 for migraines. It's not for my blood pressure.
7 Q. It just so happens it helps that too?
8 A. Yes. They don't know why, but it works.
9 Q. Well, good. And do you know approximately
10 when that would have been?

11 A. Gosh, it's been over ten years I've been
12 on this medication.
13 Q. And it seems to help?
14 A. Oh, yeah.
15 Q. Good. Never been in the military, no
16 military service?
17 A. No.
18 Q. Have you ever been involved in any other
19 lawsuits?
20 A. No.
21 Q. Have you ever -- well, so never brought a
22 lawsuit against anybody else up to this one?
23 A. No.
24 Q. Have you ever filed any sort of Workers'
25 Compensation claim?
0022
1 A. Yes.
2 Q. Okay. Tell me a little bit about that.
3 A. I was working at the BB&T on Lake Murray
4 Boulevard, the one in Irmo. They were remodeling,
5 building a new building while we stayed in the old
6 building. And a gentleman was in the roof kind of
7 like this and dropped his -- whatever these big old
8 tape measure things they wear on their hip fell
9 through the ceiling and hit me in the head. I had
10 stitches and a concussion.
11 Q. When was that?
12 A. I'm awful with dates. It was in the '80s,
13 but I don't -- I don't remember the exact date.
14 Q. Okay. Did you have counsel?
15 A. No.
16 Q. So no legal representation?
17 A. No. No.
18 Q. Did you ever receive any sort of
19 disability rating or anything like that?
20 A. No.
21 Q. Feel like you recovered from that
22 incident?
23 A. Yeah.
24 Q. How about any other disability benefits of
25 any kind?
0023
1 A. No.
2 Q. Are you currently on any sort of Social
3 Security disability?
4 A. Not disability, but Social Security.

5 Q. So you're drawing Social Security now?
6 A. Yeah.
7 Q. And that's for your retirement --
8 A. Right.
9 Q. -- period that you're not working? Who is
10 your present insurance health care carrier?
11 A. Blue Cross/Blue Shield.
12 Q. Have you ever been turned down for any
13 health care coverage?
14 A. No.
15 Q. When did you -- let me shift gears a
16 little bit now, try and help us move through this
17 without me throwing out some left field question to
18 you. So let me ask you a little bit now about this
19 lawsuit. When did you first start thinking about
20 filing a lawsuit in this case?
21 A. I never thought about it.
22 Q. Okay. Other than your counsel, did you
23 talk to anyone about filing a lawsuit?
24 A. No.
25 Q. Again I don't want to know your
0024
1 conversations with Mr. Ridgeway, but how did you
2 come to find your current counsel?
3 A. He found me.
4 Q. Okay.
5 A. Through another case.
6 Q. And do you know what that other case was?
7 A. I know the -- do I know the details about
8 it?
9 Q. Sure.
10 A. Yes.
11 Q. Okay. What was the other case?
12 A. Another woman that was hurt at the
13 Wellspring Apartments.
14 Q. Okay. What was her name?
15 A. I don't know.
16 Q. Not a friend of yours?
17 A. No. I did not know her.
18 Q. Did you ever speak with her?
19 A. No.
20 Q. Have you read your complaint in this
21 matter, your amended complaint?
22 A. No.
23 Q. So I guess it's safe to say you've never
24 been represented by Mr. Ridgeway before; is that

25 right?

0025

1 A. That's correct.

2 Q. Do you keep or maintain any sort of file
3 or anything relating to this matter? For example,
4 we've got our tax file. Any documents at our house
5 that relate to taxes or anything, we drop them in.
6 Do you keep any sort of file relating to this
7 matter?

8 A. No.

9 Q. Have you kept any sort of notes or diary
10 about how it has affected you?

11 A. No.

12 Q. Other than Mr. Ridgeway, have you
13 discussed this matter with anybody?

14 A. My daughter.

15 Q. And that's Ms. -- I apologize.

16 A. Tasha.

17 Q. Tasha?

18 A. Tasha Curtis.

19 Q. It won't be the last time I pause.

20 A. That's okay.

21 Q. Sorry about that. Have you given any
22 interviews about your experience?

23 A. No.

24 Q. You've talked with the police, I take it,
25 right?

0026

1 A. Yes.

2 Q. But outside of talking with the police,
3 have you given any sort of media interviews or
4 anything like that?

5 A. No.

6 MR. COMER: Let me mark this as
7 Exhibit 1.

8 (Exhibit No. 1 was marked for
9 identification.)

10 BY MR. COMER:

11 Q. Ms. Wright, I'm going to hand you what's
12 been marked as Exhibit 1. I just wanted to ask you
13 a few questions about some of the information.
14 These are your responses to interrogatories that
15 were served by me. Take a look at the second page.
16 And it asks for a list of people. Amber Conn
17 Stockton, do you know Ms. Stockton?

18 A. Yes, I do.

19 Q. And she's the person that provided some
20 photographs; is that right?

21 A. That's correct.

22 Q. Did you ask her to take those photographs?

23 A. No.

24 Q. Okay. Do you know how she came to take
25 those photographs?

0027

1 A. We worked together at the bank. And so
2 after she knew what happened to me she just took
3 them.

4 Q. Okay. Is she the person that this other
5 lawsuit, other incident --

6 A. No.

7 Q. Okay. Michelle Pilcher, it says she was a
8 co-worker and is expected to testify regarding how
9 this event affected your life. Is that -- do you
10 just know Ms. Pilcher through your work at the bank?

11 A. She was my branch manager at Harbison.

12 Q. Freddy Waln, who is Freddy Waln?

13 A. That's my sister. Her name is spelled
14 wrong. I don't know if that matters.

15 Q. Okay. And what's the correct spelling
16 again?

17 A. It's F-r-e-d-d-i-e.

18 Q. I gotcha. And Tasha Curtis is your
19 daughter?

20 A. Uh-huh.

21 Q. And just for the record, Ms. Curtis didn't
22 witness any of these events directly, did she?

23 A. No.

24 Q. Cassie Radford, that's who you worked with
25 at the sheriff's department?

0028

1 A. That's correct.

2 Q. When is the last time you spoke to
3 Ms. Radford?

4 A. Oh, gosh. Probably either December of
5 2008 or January of 2009.

6 Q. Okay.

7 A. Somewhere in there.

8 Q. Okay. Flipping the page. Who is Susan
9 Boyd?

10 A. We worked together at the bank and we sing
11 together in a group.

12 Q. What group?

13 A. Heart of Columbia Chorus.
 14 Q. And then Linda Zaepfel, is that who
 15 counseled you after the event?
 16 A. Right.
 17 Q. When is the last time you saw her?
 18 A. It was in 2008, the end of 2008, probably
 19 December was the last time I saw her.
 20 Q. Have you seen any other counselors after
 21 seeing her?
 22 A. No.
 23 Q. Do you feel like you need to see any other
 24 counselors?
 25 A. Sometimes I feel like I do.
 0029
 1 Q. Is there any particular reason you haven't
 2 sought out any others?
 3 A. Can't afford it.
 4 Q. How about Debbie Adams, who is she?
 5 A. She's a friend, goes to my church, and
 6 also sings in the same group as me.
 7 Q. What church do you go to?
 8 A. First Baptist Irmo.
 9 Q. I go to First Baptist downtown. How about
 10 Nellisa Davis, it says she's a former tenant at
 11 Wellspring Apartments, do you know Ms. Davis?
 12 A. No, I do not.
 13 Q. How about Timir Patel, do you know
 14 Mr. Patel?
 15 A. No, I don't.
 16 Q. Are either one of these individuals the
 17 one you were referring to about the other case?
 18 A. No. Not that I know of, no.
 19 Q. You can probably set that to the side for
 20 the time being. We may come back to it. This isn't
 21 a polite question. I apologize in advance.
 22 A. That's okay.
 23 Q. Can you give me your current height and
 24 weight?
 25 A. I'm proud of my weight. 5'5", 179.
 0030
 1 Q. Have you gained or lost any amount of
 2 weight since this incident?
 3 A. Lost.
 4 Q. Was that by choice or --
 5 A. Yeah.
 6 Q. Okay. In other words, have you been

7 dieting?
8 A. Yes.
9 Q. And just for the record, so it's not
10 because of any problems eating or anything related
11 to the incident?
12 A. No.
13 Q. Well, congratulations. If you don't mind
14 me asking, what was your prior weight?
15 A. I started at 235.
16 Q. That's fantastic. Have you ever -- did
17 you have any childhood illnesses or anything of a
18 substantial nature?
19 A. Rheumatic fever as a child. And I was
20 born with a defective kidney that doesn't work. So
21 I only have one kidney. Other than that, that's it.
22 Q. Does that have any current impact on your
23 health that you can tell?
24 A. No.
25 Q. How about any adult illnesses or injuries?
0031
1 A. No. Nothing major.
2 Q. Migraines?
3 A. Migraines.
4 Q. Have you ever been involved in any motor
5 vehicle accidents?
6 A. Yeah. Fender benders.
7 Q. Sure. Anything that affected your
8 personal health?
9 A. No.
10 Q. Who is your current primary care
11 physician?
12 A. Beth Boison, B-o-i-s-o-n.
13 Q. Does she practice here in Richland County?
14 A. Right.
15 Q. Do you know what --
16 A. Lexington Family Practice in Irmo.
17 Q. How about prior to Dr. Boison, do you
18 recall who your primary care physician before her
19 was?
20 A. It was in Ridgeland, South Carolina --
21 Hampton, South Carolina, Count Pulaski.
22 Q. So I think is it safe to say Dr. Boison
23 has been your physician for awhile now?
24 A. A long time.
25 Q. Have you ever been hospitalized for any
0032

1 extended period of time?
2 A. As a child, yes, but not as an adult, no.
3 Q. Other than pregnancy, having a child, that
4 kind of thing?
5 A. No.
6 Q. When you were hospitalized as a child
7 where were you hospitalized?
8 A. Providence Hospital and Baptist Hospital.
9 Q. And was that in connection with the
10 rheumatic fever?
11 A. Kidney. No. The kidney.
12 Q. Okay. Any major surgeries?
13 A. I had an appendix to rupture.
14 Q. When was that?
15 A. Oh, Lord, have mercy. Around 1979. I had
16 a hysterectomy probably '79 or '80. That was in
17 Savannah, Georgia at the hospital.
18 Q. Okay.
19 A. That's it.
20 Q. Okay. Prior to -- is it Zaepfel? Am I
21 saying that correctly?
22 A. Pretty good.
23 Q. Okay. I'll say Zaepfel. And if I'm
24 wrong, we'll both be wrong. Prior to Ms. Zaepfel
25 had you ever received any other mental health
0033
1 counseling?
2 A. I did have another counselor named Wendy,
3 and I can't remember the last name, but she was with
4 the Richland County advocate.
5 Q. And when you say Richland County advocate,
6 what do you mean?
7 A. Richland County Sheriff's Department has
8 an advocate program and they provided counseling for
9 me with her.
10 Q. Okay.
11 A. I don't recall her last name right now. I
12 know her first name is Wendy.
13 Q. And was that as part of this incident?
14 A. Uh-huh.
15 Q. How about prior to this incident?
16 A. My divorce after 28 years of marriage.
17 And I'm not going to be able to tell you that lady's
18 name either because it didn't last very long.
19 Q. Okay. Was she here in Richland County?
20 A. Right here in Richland County, yeah.

21 Q. Do you recall physically where her office
22 was?

23 A. No. It was somewhere right downtown here,
24 but that was so long ago. I went to her right after
25 I separated in 2002.

0034

1 Q. Okay.

2 A. Only went about three visits before I
3 found out something about her that I didn't agree
4 with.

5 Q. Can I ask what you found out?

6 A. She was not a Christian and had never been
7 married. And she was a marriage counselor. Explain
8 that. Something wrong with this picture.

9 Q. So you went a few times and that was it?

10 A. That was it.

11 Q. Any other doctors besides Dr. Boison that
12 you would say you see on a regular basis?

13 A. Eye doctor, Dr. Branch.

14 Q. Okay.

15 A. I saw a heart doctor for awhile,
16 Dr. Avery, who is no longer in the state. I had a
17 heart catheterization done a few -- I forgot. A
18 heart catheterization. That's been since I've been
19 an adult.

20 Q. Okay.

21 A. It was only overnight.

22 Q. Which hospital?

23 A. Providence.

24 Q. Have you ever been diagnosed with
25 depression?

0035

1 A. No.

2 Q. Or any sort of anxiety or post-traumatic
3 stress disorder or anything like that?

4 A. No.

5 Q. Okay. I think I already asked about
6 medications you were taking at the time of this
7 incident. Would you have just been taking your
8 blood pressure medication?

9 A. Blood pressure and something called
10 Elavil.

11 Q. What's Elavil?

12 A. Which I still take that. It's also for
13 migraines.

14 Q. Any non-prescription medication that you

15 take on a regular basis?
16 A. No.
17 Q. Have you ever taken any illegal or illicit
18 drugs?
19 A. No.
20 Q. I'm sorry?
21 A. Can you go back to the drugs?
22 Q. Sure.
23 A. Because I was on a cholesterol medicine,
24 but you're going to ask me what and I don't remember
25 that.

0036

1 Q. That's okay.
2 A. But that's when I was the heaviest and I
3 was taking -- I was taking a stronger dosage of the
4 blood pressure that I'm on now and cholesterol, but
5 I don't -- and I was taking something for arthritis.
6 I don't have any of that anymore.
7 Q. And that would have been around the time
8 of the incident?
9 A. Yeah.
10 Q. Okay. I think that was my original
11 question.
12 A. Yeah.
13 Q. Okay. But the only ones you're taking now
14 are Elavil and the --
15 A. And Verapamil.
16 Q. And no illicit or illegal drug use?
17 A. No.
18 Q. Do you smoke?
19 A. No.
20 Q. How about drink any alcohol?
21 A. No.
22 Q. Do you do any exercise on a regular basis?
23 A. Yes.
24 Q. Tell me a little bit about what you do.
25 A. I walk the treadmill 20 minutes a day and

0037

1 ride a bicycle 20 minutes a day. And I walk the dam
2 three days a week. This is a normal routine.
3 Sometimes it's more, sometimes less.
4 Q. Okay. So treadmill, walk the dam. And
5 what was the other? I'm sorry.
6 A. Ride the bike, stationary bike.
7 Q. And how many days a week generally would
8 you say you do those?

9 A. Six.
10 Q. How long have you been doing that?
11 A. For about a year, year and a half now.
12 Q. Okay. Are you a member of any athletic
13 club or anything?
14 A. No.
15 Q. I've asked you a lot about your medical
16 history. We're going to get to the incident that's
17 the subject of this lawsuit in a minute, but outside
18 of the incident that's the subject of this lawsuit,
19 is there any other sort of traumatic event in your
20 life that -- and when I say that, whatever comes to
21 your mind is what I mean. You know, for me that
22 would be maybe being in a big car wreck or something
23 like that. But is there any other traumatic event
24 that maybe I've left out?
25 A. Nothing, but losing my sister at 49 years
0038
1 old to lung cancer, watching her go through that.
2 That was probably -- rates right up there about the
3 same feelings.
4 Q. Approximately when was that?
5 A. She passed away in 2009.
6 Q. Did you have to seek any counseling for
7 that?
8 A. No.
9 Q. Ever receive any medical treatment of any
10 kind?
11 A. No.
12 Q. Let's shift gears again and start talking
13 a little bit about your move into Wellspring. I
14 think you told me that you lived at -- was it the
15 Wychwood address?
16 A. Wychwood.
17 Q. And did you decide to move to Wellspring
18 as a result of separating and getting your own
19 space?
20 A. Right.
21 Q. Tell me a little bit about why you chose
22 Wellspring.
23 A. Several people from my church had lived
24 there at one time or another and had recommended it.
25 It was right down the street from where I worked.
0039
1 Those were probably the two reasons I went there
2 first.

3 Q. Did you go to any other places before
4 going to Wellspring?
5 A. I went to a couple.
6 Q. What were some of the others?
7 A. Gosh, it's changed names now, but it was
8 Columbiana Place. It was on Columbiana Drive.
9 There's two apartment complexes on that road, but
10 they've both changed names now. So I don't know
11 what they are called. I went there. I looked at a
12 couple patio homes. That was basically about it.
13 Q. Okay. Do you recall the names of the
14 church members who had lived at Wellspring?
15 A. No, I don't. Neither one of them are
16 members there anymore either. So I don't remember
17 the names.
18 Q. And when approximately did you move into
19 Wellspring?
20 A. 2003.
21 Q. Do you remember what part of the year?
22 A. I think it was in May.
23 Q. How much time passed between when -- I
24 guess, when you began the process of looking for a
25 place of your own and actually moving into
0040
1 Wellspring?
2 A. Probably a month. About a month.
3 Q. Okay. So we've talked about proximity and
4 the fact that some of your friends at church had
5 recommended it. Anything else that made you choose
6 it?
7 A. No.
8 Q. Did you go and -- I presume you walked
9 around the grounds and looked at an apartment?
10 A. I did.
11 Q. Okay. And were they to your liking?
12 A. Yes.
13 Q. Did you make your decision based on any of
14 the amenities that were there?
15 A. Yes.
16 Q. What were some of the amenities?
17 A. Had a pool. We were close to the Harbison
18 Recreation Center, which we were allowed to use and
19 I wanted to be able to use that facility. I was
20 told that there were security officers on duty. So
21 I felt like it would be a safe place.
22 Q. Who told you that?

23 A. The manager at that time. I think her
24 name was Kylie. I don't know her last name.
25 Q. Okay. And did she say -- well, what did
0041
1 she say? "We have security officers on duty," or
2 what?
3 A. Yes. I asked. I asked the question were
4 there -- did they have officers there or did they
5 have security and she said, "Yes, we have security
6 officers."
7 Q. Did you ask any other questions, for
8 example, about whether they patrolled or full-time,
9 part-time, anything like that?
10 A. No, I did not.
11 Q. Did you look at an example apartment or
12 did they take you to look at the apartment that you
13 ultimately moved into?
14 A. An example.
15 Q. And anything you liked or disliked about
16 that?
17 A. It was fine.
18 Q. Okay.
19 A. It was fine.
20 Q. How about -- at some point you obviously
21 moved in. Any issues with moving in or anything
22 like that?
23 A. No issues with moving in. I did ask for a
24 chain lock to be put on the door, but they told me
25 they couldn't do that, but my son-in-law put one in
0042
1 for me.
2 Q. Did they say they couldn't do it, but you
3 could or that you weren't permitted to do it?
4 A. They just said they couldn't do that.
5 Q. Okay.
6 A. They didn't tell me yes or no whether I
7 could or couldn't.
8 Q. Okay. Did you ever read -- did you
9 receive any paperwork as --
10 A. Yes.
11 Q. Signed a lease, I assume?
12 A. Yes.
13 Q. What else?
14 A. That's it.
15 Q. Okay. Did you read your lease?
16 A. I did.

17 Q. Give you any sort of welcome pack or
18 anything like that?
19 A. Yeah, there was a welcome pack telling you
20 about schools and --
21 Q. Do you still have any of that material?
22 A. I probably do in a box somewhere.
23 Q. Okay. And your initial lease that you
24 entered into, how long was it for? A year?
25 A. A year.

0043

1 Q. Do you recall what your beginning rent
2 was?
3 A. Oh, my Lord. I really don't remember.
4 Q. And in terms of renewal, because clearly
5 you were there for longer than a year, was it the
6 type of thing where it would roll over and you would
7 maybe sign a new one --
8 A. Right.
9 Q. -- or something like that?
10 A. Yes.
11 Q. Is that generally what you did every --
12 A. Yes.
13 Q. -- year you lived there?
14 A. Yes, I did.
15 Q. And let me get my question out.
16 A. I'm sorry.
17 Q. That's okay. Did you ever have a
18 roommate?
19 A. No.
20 Q. So always lived by your yourself. Did
21 your daughter ever live with you?
22 A. No.
23 Q. As you sit here today you said that you --
24 you testified that you read your lease. Do you
25 recall as you sit here today whether there were any

0044

1 sort of representations in it about security and
2 safety or anything like that?
3 A. I don't recall.
4 Q. Did you always live in the same apartment?
5 A. Yes.
6 Q. So never moved anywhere else?
7 A. No, I didn't move.
8 Q. What building number were you in?
9 A. Oh, gosh.
10 Q. Or if it's easier to remember your

11 apartment number?
12 A. I know my address was 500 Harbison
13 Boulevard. I want to say 11 something, but I'm not
14 sure.
15 Q. Okay. I've got that it was 500 Harbison
16 Boulevard, Apartment No. 2210. Does that ring a
17 bell?
18 A. That's it.
19 Q. Okay.
20 A. I knew it had a one in there somewhere.
21 Q. Do you know how many --
22 A. 2210.
23 Q. I'm sorry. I didn't mean to interrupt
24 you.
25 A. That's fine.
0045
1 Q. Do you know how many apartments are in
2 Building No. 22? Estimate?
3 A. I think it was eight.
4 Q. Okay. Do you know how many buildings are
5 at the entire complex?
6 A. No, I don't.
7 Q. Do you have any idea of the number of
8 units total? Were you ever told or anything?
9 A. No.
10 Q. Do you have any idea as to the number of
11 residents?
12 A. No.
13 Q. How was the apartment in terms of your
14 needs, cleanliness, that kind of thing?
15 A. It was fine.
16 Q. Did you ever have any problems with it?
17 A. Yes.
18 Q. Okay. Tell me a little bit about some of
19 the problems you had.
20 A. The lights. The one in the parking lot
21 coming up to the apartment complex and the one right
22 outside my door were constantly burnt out.
23 Q. Okay. Let's start with the one in the
24 breezeway. I assume that would be right outside
25 your apartment?
0046
1 A. Uh-huh.
2 Q. Okay. When that one would go out would
3 you report it?
4 A. Yes.

5 Q. Okay. And would it be taken care of?
6 A. Eventually.
7 Q. Okay. Was that light -- at the time of
8 your incident that's the subject of your complaint
9 was the light in the breezeway out or was it
10 functioning?
11 A. I don't know because I never got up that
12 far.
13 Q. Okay. How about -- you mentioned another
14 light in the parking lot?
15 A. The security light in the parking lot.
16 Q. Is that one on a pole?
17 A. On a pole, yes.
18 Q. And when that one was out what would you
19 do?
20 A. I would call and report it.
21 Q. And what did they tell you?
22 A. That it wasn't their problem, it was South
23 Carolina Electric & Gas, but they would report it
24 for me.
25 Q. Okay. And did it eventually get addressed
0047
1 or would it stay out or what?
2 A. It stayed out more than it was on.
3 Q. Was the light in the parking lot
4 functioning at the time of your incident?
5 A. No.
6 Q. Did you ever call South Carolina Electric
7 & Gas and talk to them directly?
8 A. No.
9 Q. Okay. So we've talked a little bit about
10 lights. Any other problems with the apartment?
11 A. The bushes and the shrubbery were
12 overgrown terribly.
13 Q. Okay. Did you ever report that?
14 A. Oh, yes.
15 Q. And what were you told?
16 A. That the Harbison Association had a set of
17 rules that they had to go by and they couldn't mess
18 with the trees or the bushes any more than what they
19 were doing.
20 Then I talked to the actual men that were
21 trimming the bushes. Sometimes they would be out
22 there. And I would ask them to, please, could they
23 cut these back and they said they couldn't do that,
24 they had to do what the apartment told them to do.

25 Q. Let me back up a minute. And I apologize.

0048

1 I forgot to ask something, but when you talked to
2 someone at Wellspring about the breezeway light who
3 did you speak with?

4 A. Well, I never really talked to anybody
5 because I worked. So I would have to call the hot
6 line that they gave us and leave a message on it.

7 Q. Okay. So you would leave a message on a
8 machine?

9 A. It was a machine.

10 Q. And how would you find out any -- would
11 they do a follow-up call or anything like that?

12 A. No.

13 Q. Same thing with the light out in the
14 parking lot?

15 A. That's correct.

16 Q. And you would call and leave a message on
17 the hot line?

18 A. Call and leave a message. A couple of
19 times I did walk down there and if, you know,
20 somebody was in the office, then I would talk to
21 them. So in numerous cases I actually talked with
22 somebody in the office.

23 Q. Who did you speak with?

24 A. It would be Kylie. She was always the
25 manager there.

0049

1 Q. And you would have spoken with her about
2 the light in the parking lot?

3 A. Yeah.

4 Q. Okay. You mentioned the light and you
5 mentioned the shrubbery. Any other problems with
6 the apartment itself?

7 A. Not the apartment. I had some issues at
8 the pool that needed to be addressed of people
9 climbing the fences that didn't live there to get in
10 the pool.

11 Q. Okay. How often would you use the pool?

12 A. From May to September pretty much every
13 day.

14 Q. Go in after work?

15 A. After work. And then usually on Saturdays
16 and Sundays I was there all the time.

17 Q. Ever go with anybody?

18 A. My grandchildren and my daughter.

19 Q. Bear with me one minute. Do you need a
20 break or anything? Are you okay?

21 A. I'm fine.

22 Q. If something like the toilet wasn't
23 flushing, something like that, you would call that
24 kind of thing in, I assume?

25 A. Right.

0050

1 Q. Do you recall making a call about the
2 toilet not flushing?

3 A. No. Dishwasher. Dishwasher broke one
4 time. I called about that.

5 Q. Okay. That kind of thing, would they
6 generally, you know, at some point make an
7 appointment?

8 A. Yes.

9 Q. And come in and fix it?

10 A. And fix it.

11 Q. I'm trying to save us some time by not
12 asking you all of these. Bear with me one moment.
13 Do you recall a time that a freezer wasn't working?

14 A. That's correct.

15 Q. Okay. Did they come in and fix that?

16 A. Yes, they did.

17 Q. Do you recall calling in about having a
18 high water bill one month?

19 A. Yes.

20 Q. Did they ever determine what that was?
21 Any leaks or toilet running or something?

22 A. No, they didn't find anything.

23 Q. And the dishwasher wasn't spraying water
24 onto the dishes; is that right?

25 A. Uh-huh.

0051

1 Q. Did they ultimately fix that?

2 A. Fixed that. Yes, they did.

3 MR. COMER: Let me mark these. Let
4 me mark these as Exhibit No. 2.

5 (Exhibit No. 2 was marked for
6 identification.)

7 (Off-the-record discussion.)

8 MR. RIDGEWAY: Let me just chat with
9 her about these real quick.

10 MR. COMER: Sure.

11 (A recess transpired.)

12 BY MR. COMER:

13 Q. Ms. Wright, I'm going to show you what's
14 been marked as Exhibit No. 2. And in the interest
15 of not having to make a separate one I'm going to
16 kind of look with you, if that's okay.

17 Have you ever seen -- prior to talking
18 with your counsel about it had you ever seen any of
19 these documents?

20 A. Yeah. Occasionally sometimes after they
21 fix something they leave it laying on your counter.
22 So I have seen something like that.

23 Q. Okay. Let me just ask you a few
24 questions. The first page of Exhibit No. 2 is a
25 work order that indicates it was called in on
0052

1 November 8, 2005. It says breezeway light out. Do
2 you have an independent recollection as you sit here
3 today of making that call?

4 A. I made so many. I don't really -- I can't
5 remember dates or times.

6 Q. And then it indicates date completed
7 11-11-2005. Is that when you would sometimes
8 receive a copy of a work order to show that it had
9 been completed?

10 A. Sometimes, yes.

11 Q. Okay. And then looking at the next one
12 indicates called in, and I'm looking on Page 2 of
13 Exhibit 2, August 1, 2006, 5:52 p.m. Again entry
14 light is out for 2210 and 2208. Would that be the
15 same light when it talks about the breezeway light
16 or is that a different light?

17 A. No. We each had our own. There's one
18 light over your door.

19 Q. I understand. So this would have been the
20 one over your door?

21 A. Right over my door.

22 Q. The breezeway light, is that a different
23 light then?

24 A. We didn't really have a breezeway. It's
25 just -- I mean, it's covered, but there's lights

0053

1 right over each door.

2 Q. Okay. Do you have a recollection of
3 calling this one in?

4 A. No, I don't.

5 Q. And it indicates date completed August 2,
6 2006. Do you have a recollection of receiving a

7 copy of this work order?
8 A. No, I don't. I don't remember it.
9 Q. And this one is dated 3-27-2007, indicates
10 entry light is out. Would that be the same one?
11 A. Same one.
12 Q. Over your door?
13 A. Right.
14 Q. And then it indicates date completed March
15 27, 2007. So at least according to this it would
16 have been completed the same date?
17 A. Same date.
18 Q. And do you recall --
19 A. Sometimes that happens and sometimes it
20 didn't, but I don't remember that particular date,
21 no.
22 Q. Okay. And then the last one, February 25,
23 2008, and it says replace dishwasher, breezeway
24 light out. Would this have been the dishwasher
25 issue --
0054
1 A. Yes.
2 Q. -- we talked about earlier?
3 A. Right. And they put another one in.
4 Q. Let me try to get my question out. And it
5 indicates breezeway light out. And then this one,
6 date completed March 6, 2008. Do you see that?
7 A. Uh-huh.
8 Q. Now, it appears a period of time had
9 passed between the completion date and the call in
10 date. Would you have called in -- was there ever
11 any particular rule you used, if something wasn't
12 fixed within a couple of days, you would call in
13 again?
14 A. Always called back, yes.
15 Q. All right. Let's set this right under
16 this one, set it aside. Who -- in terms of the
17 staff at Wellspring, who did you deal with the most?
18 I mean, was there somebody that you preferred
19 talking to or found most receptive or just anyone
20 you dealt with the most there?
21 A. A young lady whose first name is Kylie.
22 And then it seems like after her somebody named
23 Karen, but I can't remember her last name.
24 Q. Was it Karen Campbell?
25 A. That sounds right, but I'm not sure, but
0055

1 those were pretty much the only two I ever really
2 talked to.

3 Q. Did you ever have any personal issues with
4 either of those individuals?

5 A. No.

6 Q. Always courteous?

7 A. Right.

8 Q. And receptive?

9 A. Yes.

10 Q. I know you mentioned that when you moved
11 in they said that they had security officers. Were
12 there any other representations made to you about
13 safety and security and that kind of thing?

14 A. Nothing except that if I needed anything
15 after hours, they gave a number that you called.

16 Q. Okay.

17 A. And that was for security issues or if
18 anything happened during the night -- during, you
19 know, when they were closed like for plumbing or air
20 conditioner or whatever.

21 Q. Okay. So it was the after hours number?

22 A. After hours number.

23 Q. In terms of any instructions, did they
24 ever tell you -- for example, let's say there's some
25 sort of incident like the one in your case. Did
0056

1 they ever tell you, you know, first you need to call
2 this number, then you need to call that, like call
3 911 and then call us or what?

4 A. No.

5 Q. Okay. Any other representations about
6 security?

7 A. Nothing except that they did have officers
8 that patrolled regularly.

9 Q. Okay. You mentioned earlier the shrubs
10 around the ramp to your home. Were these shrubs
11 ever so high that you couldn't get to your door?
12 Did they ever impede your ability to get to your
13 door?

14 A. No.

15 Q. Okay. How about the lighting, did any
16 lights being out in the parking lot ever impede your
17 ability to get to your apartment?

18 A. No.

19 Q. Did you ever have any personal injury --
20 and I'm not talking about your incident in the

21 complaint, but did you ever have any personal injury
22 relating to the shrubbery or the lighting, for
23 example, tripping because of the shrubs or anything
24 like that?

25 A. No.

0057

1 Q. Over your time of living there did you
2 ever come to have any sort of understanding about
3 the neighborhood or about the incidents of crime or
4 anything like that?

5 A. No.

6 Q. Okay. In other words, sharing notes with
7 other residents, things like that?

8 A. No.

9 Q. Did you ever have any conversations with
10 other residents where they said that something had
11 happened to them?

12 A. No.

13 Q. Other than this incident, did you ever --
14 leading up to this incident when you were abducted
15 in the parking lot had you ever had any other
16 criminal incidents yourself?

17 A. No.

18 Q. Were you aware of any other criminal
19 incidents in that -- in the complex?

20 A. No.

21 Q. Okay. Let me shift gears again and let's
22 talk a little bit about the day of your incident.
23 What do you remember about that day as you sit here?
24 And what I mean is can you just kind of walk me
25 through how your day went in terms of getting up for

0058

1 work or if you had the day off or anything? Can you
2 just kind of take me through that day?

3 A. Okay. I worked that day. I probably went
4 in around 8:00. I don't remember what time I went
5 into work that day. Got off at probably 5:00. I
6 have a group that I sing with over in Lexington that
7 have practice on Thursday night.

8 Q. And what's that group again?

9 A. Heart of Columbia Chorus.

10 Q. And that was the same one at the time?

11 A. Yeah. Rehearsal starts at 7:00. So I had
12 gone over to Lexington to rehearsal.

13 Q. What time would you have left to get
14 there?

15 A. We leave anywhere between quarter to 10:00
16 and 10:00.

17 Q. No. I'm sorry. I meant to go.

18 A. Oh, to go over there? Probably between
19 6:00 and 6:15.

20 Q. And you had driven yourself?

21 A. Yes.

22 Q. Did you ever pick anybody up or --

23 A. No.

24 Q. All right. So you went and you had choir
25 practice. And how long would that have lasted?

0059

1 A. Probably to right around 10:00.

2 Q. So you're dismissed from choir practice.

3 What do you do next?

4 A. Came home.

5 Q. Make any stops at all or anything?

6 A. Yes, I did. I stopped at the Sonic there
7 on Harbison Boulevard and got something to eat and
8 something to drink and then came straight to the
9 apartment.

10 Q. Do you remember what the weather was that
11 evening?

12 A. It was nice.

13 Q. Do you remember if it was overcast or --

14 A. No. Don't think so.

15 Q. Did you feel okay that day?

16 A. I did.

17 Q. All right. No migraines or anything like
18 that?

19 A. No.

20 Q. Anything that would have impaired your
21 judgment or anything like that going on with you
22 that day?

23 A. No.

24 Q. All right. So would you all -- and I
25 apologize if this is a dumb question. I've been out

0060

1 to Wellspring once and at the time I went there's a
2 first entranceway and then there's a second one
3 further down. Which --

4 A. Second.

5 Q. Do you have to use that if you live in
6 your building or is there a way to come in the
7 building --

8 A. I don't know. I've never been in the

9 other way.

10 Q. That's what I thought. So you came in the
11 second entrance?

12 A. Second entrance.

13 Q. And you pulled up to your complex; is that
14 right?

15 A. Right.

16 Q. In relation to the ramp that goes up to
17 your door, did you ever have any assigned parking or
18 anything?

19 A. No.

20 Q. Was there a place that you would generally
21 park if no one was there first?

22 A. Right.

23 Q. And where was that?

24 A. The first, second, third place right --
25 the closest to the ramp is where I always went.

0061

1 Q. Okay. So if we're looking at the
2 building -- and this may be -- and you can correct
3 my drawing if you want, but if this is the building
4 and then there's a ramp coming down and then I think
5 there's some steps here; is that right?

6 A. Right.

7 Q. And a little railing here. Again I'm bad
8 at drawing. Then there's the parking lot here; is
9 that right?

10 A. Right.

11 Q. So as I understand your testimony, you
12 would have generally tried to park in one of these
13 spaces?

14 A. That's correct.

15 Q. Okay. Do you recall which one you parked
16 in that night?

17 A. It's the -- it was the third one over from
18 the trash can. I go by the trash can. The trash
19 can was right in there.

20 Q. And I've seen the trash can you're talking
21 about. It's kind of out here.

22 A. So it wasn't the first or second. It was
23 the third one.

24 Q. Okay. Can you put your initials in there
25 in the third one.

0062

1 MR. COMER: Let me mark this as
2 Exhibit 3.

3 (Exhibit No. 3 was marked for
4 identification.)
5 BY MR. COMER:
6 Q. I'll just very quickly put a couple labels
7 here. These are the parking spots; is that right?
8 A. Uh-huh.
9 Q. And then this is again a crude drawing,
10 but this is a big trash can, right?
11 A. It is a big trash can.
12 Q. Like a big dumpster?
13 A. It is a dumpster.
14 Q. Okay. And then this is the ramp; is that
15 right?
16 A. Uh-huh.
17 Q. Okay. Anything else I need to add or that
18 I'm leaving out? Where would the light pole have
19 been?
20 A. Somewhere right in there.
21 Q. Okay. I'll just put a little circle.
22 You're pointing to right here near the steps; is
23 that right?
24 A. Uh-huh.
25 Q. So I'll just write light pole here.
0063
1 A. It could have been up here. It's over
2 here.
3 Q. Okay. I'll put another one here.
4 A. It's just one though, but I can't remember
5 if it was in front of the trash can or behind it.
6 Q. Okay. And obviously I think you've
7 produced some photographs and they'll tell the best,
8 but I'm just trying to get a little bit of --
9 A. Okay.
10 Q. -- a diagram here. Okay. So you pull up
11 to this third parking spot. Tell me what happens
12 next.
13 A. I got out of my car, gathered up my things
14 to go inside, and walk -- you have to come down the
15 sidewalk here to get onto the ramp.
16 Q. And did you -- did you see any men sitting
17 there?
18 A. Not until I got around the bush.
19 Q. Okay. And when you got around the bush
20 where were they?
21 A. They were behind the bush. They came out
22 as I got up -- when I got up to them.

23 Q. Okay. Were they on the ramp?

24 A. They were just behind that bush. I don't
25 know whether they were on the ramp or steps or
0064

1 whatever. They just came from behind the bushes.

2 Q. Okay. And when you referenced the bushes
3 here, I assume they would have been kind of up --
4 are they up through --

5 A. This ramp sort of curved like that and
6 they were like -- the tall bushes were right there.

7 Q. Okay. Again I know I've done kind of a
8 cryptic diagram here, but can you show me on the
9 diagram approximately where they would have been?

10 A. Right behind.

11 Q. Okay. So I think you've marked -- I'll
12 put a big X here on the diagram somewhere around
13 there; is that right?

14 A. Uh-huh.

15 Q. And I guess my question --

16 A. It was just a few steps away from where I
17 started up the ramp.

18 Q. Okay. And I guess my question is could
19 you tell if they were off the ramp down in the
20 bushes or if they were on the ramp?

21 A. I couldn't tell, no.

22 Q. Okay. All right. When you finally did
23 come in view of them did they say anything? What
24 happened next?

25 A. I spoke first.

0065

1 Q. What did you say?

2 A. I said, "I need to get through, please."
3 And then I saw the guns and I said, "If those are
4 real, you need to put them away." And that's when
5 they grabbed me.

6 Q. Okay. Where did they grab you?

7 A. One grabbed me around my neck and one
8 around the waist.

9 Q. And did he do -- I'm using my hand like a
10 choking --

11 A. No. With the arm. One put the gun in my
12 back, under my shirt, and the other one put the gun
13 at my head.

14 Q. Okay. Can you describe -- was it two
15 gentlemen?

16 A. Two.

17 Q. Okay. And can you describe them for me?

18 A. Actually I didn't look. My head was down.
19 I was fumbling with my keys to get into my apartment
20 and I saw the guns is the first thing I saw. And
21 then when I looked up to see if it was kids playing
22 with play -- I mean, I realized they were not play
23 guns. They were young, two young boys. They did
24 not have masks on. They didn't have gloves. No way
25 to disguise themselves or the guns at all. It was
0066

1 in plain view. I knew this wasn't good. And he
2 immediately -- the one with the gun to my head said,
3 "Don't look at us."

4 Q. Okay.

5 A. So I never lifted my head back up again.
6 So I couldn't identify them. I just knew they were
7 two young men.

8 Q. Did they have -- what kind of gun did they
9 have? I don't mean like the model, but did they
10 have a pistol or a shotgun or what?

11 A. I knew one of them was a Glock. My father
12 was a police officer. So I kind of knew about guns.
13 One was a Glock. The other was a big black gun, but
14 I don't know -- I didn't see it as much as the one
15 that was at my face.

16 Q. Can you describe their clothing at all?

17 A. No. I knew they had on tennis shoes, but
18 that's because I looked down. It was dark. Their
19 clothes were dark. And I do remember one of them
20 had a handkerchief or something around his neck.

21 Q. From the time -- at some point you came
22 around the bush and you said you saw them. When
23 that occurred how much space separated you and them?

24 A. There wasn't a space. They were right on
25 me.

0067

1 Q. Okay. Was anyone else there? Did anyone
2 else witness this?

3 A. Not at that moment. My mind started
4 racing and I could hear people. I could hear there
5 were people out on their balconies, people in the
6 parking lot, but I couldn't see anybody until we
7 started walking.

8 Q. Right. Did you give any consideration to
9 just screaming out loud?

10 A. Yes, I did. I did.

11 Q. And what made you decide -- did you do
12 that?

13 A. No, I did not.

14 Q. Okay. What made you decide not to?

15 A. I had two guns, one in my back and one in
16 my head. All I was thinking about was surviving the
17 minute.

18 Q. Okay. So -- and I apologize. If you need
19 to take a break at any time, you just let me know.

20 A. I'm fine. I'm fine.

21 Q. So at this point they've got a gun on you
22 and you're looking down. What happened next? Did
23 they walk you back to your car or what?

24 A. No. They just sort of turned -- they got
25 up. They were either crouched or sitting, I'm not
0068

1 sure which, but they were getting me turned around
2 to go back that way and -- I guess that's what they
3 were going to do. I don't really know. And he
4 said, "Lady, this is your unlucky day." And he
5 said, "We need some money and we need a lot and we
6 need it now."

7 And I told them I didn't have any money on
8 me, I didn't have any cash on me at all. And he
9 said, "Well, if you're lying, we're going to kill
10 you. And if you don't have enough, we're going to
11 kill you. So either way you're gone." And he said,
12 "Let me have your wallet."

13 Q. Was this all happening there on the ramp?

14 A. That same spot.

15 Q. Okay.

16 A. I pulled my wallet out. I opened it to
17 where the bills would be and he saw there was not
18 any and he got angry. The one in the back just kept
19 the gun to me. The one dropped it from my head and
20 yanked my wallet away and started throwing things on
21 the ground looking for money. And he said -- told
22 the other one, he said, "She's right. She doesn't
23 have any money. What do we do now?"

24 And he said, "I don't know. We've got to
25 do something. We've got to do something." He saw
0069

1 on the ground my debit card and he said, "Well, if
2 we took you to a bank, can you get us money out?"

3 And I said, "Yes, I can."

4 And he said, "Well, that's where we're

5 going then."
6 And I don't know what made me say what I
7 said next, but I said, "I'm not leaving here until
8 you pick up my grandchildren's pictures. I'm not
9 leaving my babies on the ground here."
10 He picked them up. He kept the gun on me,
11 but he got down and picked up all the pictures for
12 me and threw them in my pocketbook and then that's
13 when we proceeded to move going back to my car.
14 Q. So you were going back down the steps and
15 back towards your car?
16 A. Really it never was on the step. Just the
17 ramp, going back down the ramp.
18 Q. Okay.
19 A. I never made it to the steps to go up the
20 steps. See, there's two ramps. And I'm not sure --
21 Q. Yeah. And I want to -- let's go ahead and
22 let me make sure I can clarify this.
23 MR. COMER: Let's mark this as
24 Exhibit 4.
25 (Exhibit No. 4 was marked for
0070
1 identification.)
2 BY MR. COMER:
3 Q. Let me show you that set of pictures.
4 A. Yes. I see what you're talking about now.
5 I'm thinking -- see, there's a whole bunch of other
6 steps up here beyond this. So, yes, I had gotten up
7 these steps. I'm sorry.
8 Q. Okay. And for the record, you're looking
9 at the second page -- I'm sorry -- the second
10 photograph on Exhibit No. 4; is that right?
11 A. That's correct.
12 Q. Okay. And if I -- correct me if I'm
13 wrong, but what we're looking at in the second
14 photograph is there's some bushes and then there's,
15 I guess, what would be the first parking spot; is
16 that right?
17 A. Right.
18 Q. So you --
19 A. That's correct.
20 Q. You would have been parked further down?
21 A. Further down, yes.
22 Q. So you came walking around through the
23 parking lot. And would you come up through the pine
24 straw here or would you step up on the sidewalk?

25 A. I think I came through the pine straw that
0071

1 night.

2 Q. Okay.

3 A. I'm not sure, but I think I did.

4 Q. Okay. And where -- in looking at the
5 second photograph where -- if you can tell from this
6 photograph, whereabouts would the men have been?

7 A. Right behind these bushes right there in
8 the corner.

9 Q. Okay. And let me ask the question I asked
10 earlier again now that we've got a picture. When
11 you say behind those bushes, would they have been
12 over this railing on the concrete or were they
13 behind the bushes?

14 A. They were behind the bushes.

15 Q. Okay. And whereabouts on the second
16 photograph would they have met you? Was it here in
17 the pine straw?

18 A. No. Right there. When I came up the
19 steps I came up these steps and then there's the
20 ramp that goes up before you go up to the other
21 steps.

22 Q. Okay.

23 A. This is where they got me is right here at
24 the top of this.

25 Q. Okay. Flip to the fourth picture. Can
0072

1 you point --

2 A. Right here. This is where they came from
3 back here and they got me right there.

4 Q. Okay. Can you just kind of mark -- and I
5 don't know how well this will show up, but, if you
6 can, put a big X or a circle or something that would
7 show where the men were. Okay. And you may need to
8 do it a few times.

9 MR. RIDGEWAY: Let me clarify for the
10 record. Now, is the question where the men were at
11 the time of the confrontation? Because certainly
12 she can't testify to where they were as she's coming
13 up.

14 BY MR. COMER:

15 Q. I just want to know where you first saw
16 them.

17 A. Right there.

18 Q. Can you just put a one right here? Okay.

19 So it's approximately there. And as you sit here
20 you don't know -- my understanding of your testimony
21 is you don't know if they were on this side of the
22 rail, which is the left side in the bushes, or the
23 right side of the ramp?

24 A. No, I don't.

25 Q. Okay. All right. Looking at that

0073

1 picture, does this railing here, the black railing
2 on the concrete steps, does it continue up to the
3 ramp? In other words, is this a continuous railing?

4 A. No.

5 Q. Okay. And so I guess what I'm asking is
6 once you step onto this top step of the concrete
7 here, is my understanding correct then that what is
8 immediately to the left of you is bushes without a
9 railing?

10 A. As far as I remember, yes.

11 Q. And the reason I'm asking these questions
12 is I'm trying to figure out do you remember them
13 ever jumping over a railing or having to jump over a
14 railing or anything?

15 A. No.

16 Q. These photographs, do you know when they
17 were taken in relation to your incident? A month
18 after? Two months after?

19 A. No. These are the ones that Amber Conn
20 took?

21 Q. Yes. These are the ones that were
22 produced in discovery to us.

23 A. It was like two or three days after the
24 incident and they had cut the bushes down. And she
25 even brought it to my attention that she had taken

0074

1 pictures of them. So I really don't know.

2 Q. Okay. So at this point they tell you that
3 you're going to -- they want you to go to an ATM?

4 A. Right.

5 Q. And they take you back to your car. At
6 this point did you see anyone?

7 A. Yes.

8 Q. Who did you see?

9 A. I don't know her name. When we came down
10 the steps here and came back toward this, somewhere
11 right in here, between there and the trash can --

12 Q. For the record, you're looking on the

13 second picture in Exhibit No. 4 around the bottom
14 sidewalk; is that right?

15 A. Right.

16 Q. Okay.

17 A. A lady was walking her two dogs. She
18 walked her dogs every night about the same time,
19 somewhere between 10:30 and 11:00. She was coming
20 up and he -- the two guys were right on me. The one
21 that had the gun to the front dropped the gun down
22 and put it in his pants. The other one kept it in
23 my shirt and he said, "You better not say one word.
24 You better not scream. You better not try to run or
25 do anything because we'll kill both of you." And he
0075

1 said, "Don't speak to her."

2 She had already said, "Hi, how are you?"

3 And he spoke. He told her, said, "We're
4 fine."

5 And she said something about the weather.

6 He commented about her dogs. And he told the other
7 guy behind me under his breath, he said, "Go to the
8 car with her."

9 And so he kept the gun in my back and kept
10 close and told me that I better act like we were
11 long lost lovers and stick right with him. And I
12 didn't know whether they were going to shoot that
13 woman there. I didn't know what they were going to
14 do. So I started going with him, the one behind me,
15 to the car.

16 And I heard him ask her what kind of dog
17 she had and she -- he told her he had the same kind.
18 And they chitchatted for a few minutes and he
19 finally said, "Well, I've got to go. Have a good
20 night." And he caught up with us before we got to
21 the car.

22 Q. Okay. And did you ever talk with her
23 afterwards?

24 A. Afterwards. The day after, yeah.

25 Q. Okay. And do you as you sit here today
0076

1 know her name?

2 A. No, I don't.

3 Q. Okay. So you never went in -- you never
4 made it to your apartment; is that right?

5 A. No, I did not.

6 Q. So at this point they get you to the car.

7 And you were driving; is that right?
8 A. I was driving.
9 Q. Where were they sitting in the car?
10 A. One was sitting in the front seat and one
11 was sitting in my grandchild's car seat. He was a
12 little, tiny fellow. He sat in the car seat in the
13 back and kept the gun to the back of my head.
14 Q. And where did you go next?
15 A. I went to BB&T on Harbison.
16 Q. Was that where you worked?
17 A. That's where I worked. Because I had been
18 trained there and I knew how our cameras worked and
19 I knew the film would be available to my daughter no
20 matter what had come of this. I didn't know that
21 about the other banks, how long it took to get film.
22 So I chose to take them to BB&T.
23 Of course, I don't know if you know about
24 Harbison Boulevard, but it's bank row. You pass
25 three or four banks before we got there. He did ask
0077
1 me why did I pass -- at that time it was First
2 Union, I think is what it was then, but he asked me
3 why I passed. And I said, "Well, it's a BB&T card.
4 It will only work in BB&T." He said, "Okay."
5 Q. Right.
6 A. So we went there first. Knew how the
7 camera -- what the pictures look like. So I pulled
8 up a little bit further than most normal people
9 would, hoping they could get a picture of the guy in
10 the back. I don't know if they suspected that I was
11 doing something funny, but they ducked down as soon
12 as I got to the window. So the picture that came
13 out on the news and everything, you couldn't see
14 their faces. You could just see the two guns
15 pointed at me. I took out -- I'm not going to say
16 the amount because I don't know for sure, but I took
17 out what I thought maybe would satisfy them. It
18 didn't.
19 Q. And I don't mean to interrupt you, but let
20 me stop you and ask this. Is there any restriction
21 on the amount you can take out? I know with my own
22 bank there used to be you couldn't get more than 200
23 in a day or something.
24 A. Right.
25 Q. Did you have any restriction on your
0078

1 account?

2 A. Yes.

3 Q. And what was that amount, if you know?

4 A. For an employee I really don't know. It's
5 different for an employee. I have been told since
6 then I could have probably pretty much asked for
7 whatever I wanted and been questioned about it later
8 as an employee.

9 They knew about the amount because the
10 second time I went through and I said, "That's it.
11 That's all I have." And he said, "Oh, you've
12 reached your limit for today?"

13 Q. Right.

14 A. So they knew about that, but I didn't -- I
15 didn't tell them that.

16 Q. So after you made the withdrawal at the
17 BB&T ATM where did you go next?

18 A. He then proceeded to tell me that their
19 drug dealer was following behind us, was in a car
20 behind us, to get the money. And they were all
21 talking on cell phones. I heard the one in the back
22 tell him how much he got from me and he said, "I
23 know that's not enough, but what do you want us to
24 do? That's all she's got." And so I only heard
25 parts of -- half of the conversation.

0079

1 So we pulled back onto Harbison Boulevard,
2 drove back across the interstate. He told me to
3 pull into Lowe's, but as soon as I pulled in to shut
4 my eyes and they would tell me how to turn around,
5 that I needed to turn around and go back to the
6 bank, but they didn't want me to see the drug
7 dealer's car. So I did what he said. I closed my
8 eyes.

9 Q. And were you having to turn your car?

10 A. Yeah. He told me when to turn. He told
11 me when I could open my eyes again and told me to
12 get back on Harbison Boulevard and go back to the
13 bank again.

14 Q. The same bank?

15 A. The same bank.

16 Q. Okay.

17 A. So I did. And I went through the same
18 thing again. I leaned up as far as I could, hoping
19 they could get a good picture, which they were able
20 to identify the guns from the pictures, but I took

21 out some more that I thought would make them happy.
22 And he asked me if that was all I had. Didn't ask
23 to see a receipt or anything that was showing the
24 balance in my account, but we went back on Harbison
25 Boulevard and I was just -- I asked them which way

0080

1 to go. He told me to go back toward Broad River
2 Road and so I did. And for some reason when I got
3 to Wellspring I turned my blinker on to turn back in
4 there. And he said, "What do you think you're
5 doing?"

6 And I said, "I'm going home."

7 And he said, "No, you're not. You will
8 never see home again." And he told me to keep going
9 until I got to Broad River Road. And when I got to
10 Broad River Road they were arguing back and forth
11 with each other. They were arguing with the man on
12 the phone. And he said, "This is just not enough
13 money. This is not cutting it. You've got to do
14 better than this."

15 So they made me make a U-turn in the road
16 and we headed back up to Harbison. And traffic was
17 heavy and they changed their mind at the last minute
18 and said, "No. Go to Piney Grove Road."

19 And I said, "Well, I have to make a
20 decision. Do you want me to go on the interstate or
21 take the frontage road?" And they didn't care how I
22 got there. I don't know what made me choose the
23 frontage road, but I did. I went that way.

24 We rode up and down Piney Grove Road and
25 they didn't give me any instructions except they

0081

1 needed more money and they needed more money and for
2 me to slow down and their dealer couldn't keep up,
3 they were not from this area and they didn't want me
4 to lose him.

5 So they kept insisting that I either give
6 them more money or they were going to kill me then
7 and wanted to know if there was any family member or
8 anybody I could call that would bring money. And I
9 told them no, I didn't have any family and nobody
10 would come.

11 And he asked me where I worked. I didn't
12 want to tell him I worked at the bank. I told them
13 I was retired. And so they said, "Well, Granny,
14 you're going to have to find us some more money."

15 So I chose then to go to the BB&T on Bush
16 River Road. Once again I knew that we could get the
17 tape. Whether I lived or died, they would be able
18 to get a tape. So I went to that one. And their
19 ATM machine has a lot more room and a lot more
20 space. And since they had told me a car was
21 following I wanted to see if I could get that car in
22 the picture too. So I deliberately overshot it when
23 I pulled up. So I had to open my car door to use it
24 so the light came on, hoping that would help too.
25 And it made the man behind me get nervous and he
0082

1 pulled up right beside me. So the car did get in
2 the picture.

3 Q. Did you ever see what color the other car
4 was?

5 A. I didn't look. I never looked that way.
6 I saw it in pictures later on in BB&T film.

7 Q. Do you know the make or model?

8 A. No. No. I wouldn't even -- if I saw it,
9 you know, I don't know the difference between a Ford
10 and a Chevy. So, no, I wouldn't know.

11 Q. You and me both.

12 A. I did get -- at that time I only had 40
13 some dollars left in my checking account. I had
14 other accounts, but they didn't know and I didn't
15 tell them and I took out whatever. I think it left
16 me with like about \$17 and some odd cents. He did
17 ask for the receipt this time. He looked at it and
18 he said, "She's telling the truth. She doesn't have
19 any more money." So all together I think I gave
20 them 740 something dollars.

21 So we started to pull up and he said,
22 "Well, we've got to do something. We've got to get
23 this man off our back. We've got to get him off our
24 back." And they made me go back onto Bush River
25 Road and pull into the Hardee's behind Dutch Square,
0083

1 which was already closed. It was dark. Made me
2 pull into the back. I was scared to death because
3 there was nobody there. It was dark. Made me cut
4 the car off and we sat there and it was -- I
5 gathered from their conversation it was because we
6 had lost the guy again and were waiting on him to
7 find us.

8 Q. And I don't mean to interrupt you, but as

9 you say certain things it creates questions for me.
10 Did you get the impression that they were trying to
11 lose this fellow behind them or they were trying to
12 keep him with them as they were driving?

13 A. Keep him with them. Keep him with them.

14 Q. Okay. And did they -- you said that when
15 you went to the Hardee's you thought you had lost
16 him. Were they making you drive fast or try and
17 lose him or anything?

18 A. No. They made me drive slow so I could
19 keep up with him, but traffic was just so bad and
20 they were not familiar with the area.

21 Q. Okay. So then my understanding is that he
22 had just fallen behind because of lights or whatever
23 else?

24 A. Right. Because he pulled up eventually.
25 They told me not to look in the rearview mirror and
0084

1 I did not.

2 Q. Sure.

3 A. So I don't know if he pulled in behind us
4 or what, but the car was off and the two in my car
5 were arguing, "Well, we've got to do something with
6 her. We've got to kill her. Are we going to kill
7 her here or are we going to take her back to the
8 apartment?"

9 They argued back and forth of what they
10 were going to do and he said, "Well, I think she's
11 lying to us. I think there's more money." And he
12 said, "I'll tell you what, lady. We're going to
13 take you up and down Broad River Road and we're
14 going to stop at every eating place along the way.
15 And if you are able to get food with this debit
16 card, then I know you're lying and we're going to
17 kill you right on the spot."

18 And I panicked then because with an
19 employee's account they would let me overdraw as
20 much as I had to and find me the next day if they
21 had to, but I knew that's the way it would work, but
22 I didn't want them to know that.

23 Q. Sure.

24 A. So I don't know. I just said what came
25 out of my mouth. I just said, "Oh, well, let me
0085

1 tell you how this is going to work. I will take you
2 wherever you want to go to get something to eat and

3 you can have \$17.11 worth, but after that you're
4 going to have to use the money that you've already
5 taken from me."
6 And I guess they wasn't expecting me to
7 answer them that way because they got quiet, both of
8 them did, and they said, "Well, we believe you. You
9 must not have any more money."
10 And I said, "That's it. I don't have any
11 more I can give you."
12 And he said, "Well, you know this is not
13 looking good for you?"
14 And I said, "I know."
15 And he asked me why I wasn't afraid, why I
16 wasn't crying, why I wasn't hysterical. And I said,
17 "Is it going to make any difference in the outcome?"
18 He said, "No."
19 And I said, "Well, that's your answer. I
20 don't know why I'm calm."
21 He said, "Well, you've been singing,
22 you've been humming."
23 I said, "I have? I didn't realize I had."
24 And he said, "And you were singing Amazing
25 Grace." And he said, "I want to know why."

0086

1 And I said, "Well, that was the song
2 that -- my sister's song that was played at her
3 funeral. I guess it's just comforting to me."
4 And he said, "So you believe in God?"
5 I said, "Yes, I do."
6 And he said, "Well, what kind of God would
7 put you in the mess that you're in?"
8 And I just told him, I said, "My God
9 didn't put me in this mess. You decided."
10 He said, "Well, let me tell you why we
11 decided." So he proceeded to tell me the story of
12 him being robbed the weekend before in a drug deal
13 gone bad and had just gotten out of juvie. He had
14 no family. He had been in juvie since he was 12
15 years old. He just went on to tell me his story.
16 He said, "That doesn't make any difference
17 for you. We've got a problem now. We've got to
18 kill you." And he said, "And we're going to take
19 your body and dump it in the river in Beaufort."
20 And like once again why I said what I said
21 I don't know, but I said, "Why would you do that to
22 Beaufort? I don't have enough gas to drive to

23 Beaufort and there's the Broad River right here."
24 And he said, "Well, lady, I'm sorry. I'm
25 just sorry this is your unlucky day, but this is not
0087

1 going to turn out good for you."
2 So that one in the back was talking to, I
3 guess, the dealer on the phone and he said, "He said
4 crank the car. Crank the car. Crank it now. We've
5 got to go. We've got to go."
6 So I cranked it and he said, "Don't you
7 look behind you." And I said, "I'm not. I'm not
8 looking behind me." I said, "But I'm hot. Can I
9 please cut on the air conditioner?"
10 And he said, "It's your F-ing car, lady.
11 You do whatever you want to with it."
12 I said, "Well, you know, you've got the
13 gun. I'm not touching or doing anything unless you
14 tell me what to do."
15 And he said, "You can cut the air on." So
16 I cut the air on. He said, "Just drive. We'll tell
17 you where to go." So we got out of the Hardee's
18 parking lot, turned right. And when we got to the
19 next light he said, "Go the frontage road here."
20 It's a little road that runs between Bush River and
21 St. Andrews Road that runs along the interstate that
22 goes I-26 and then crosses over I-20.
23 We got -- after we went around a curve and
24 over a bridge he said, "Turn right here." I
25 don't -- I know now that's Zimmerman, but I didn't
0088

1 know it then, but he made me turn on that road. And
2 we came to an apartment complex immediately on the
3 right and he said, "You're going to turn in here and
4 you're going to drive no faster than five
5 miles-an-hour. You're going to turn when I say turn
6 and you're going to stop when I say stop. Do you
7 understand?"
8 I said, "Yes."
9 And he said, "And you're not going to ask
10 any questions while we figure out what to do." We
11 drove and we drove and it was this zigzagging and
12 zigzagging every which way, yelling and screaming.
13 They were cussing at each other. They were cussing
14 at the man on the phone.
15 Q. Let me stop you. When you say you were
16 zigzagging, were you going through the apartment

17 complex?

18 A. All through that apartment complex. It's
19 a big complex.

20 Q. Do you know as you sit here now today what
21 the name of that complex is?

22 A. Crossroads.

23 Q. Okay.

24 A. Oh, Lord. That just came. Crossroads.

25 Q. Okay. I'm sorry. I didn't mean to

0089

1 interrupt you.

2 A. I'm sure maybe that's probably still the
3 same name as it was then. I don't know. But I know
4 it was called Crossroads. And we drove -- we kept
5 driving like that for what seemed like hours for me,
6 but, I mean, this whole ordeal was only about an
7 hour and a half. So it really wasn't hours, but --
8 and they were arguing and fussing.

9 And the young kid in the back, the
10 youngest one -- or he appeared to me by his voice to
11 be the youngest. And he was short. I know when he
12 was holding me I was taller than him. The other one
13 was taller. But to make -- he was arguing with
14 somebody on the phone and he was getting -- he said,
15 "Man, you got to kill her. You've got to do it.
16 You might as well do it now. You know we've got to
17 do this. We've got to do it."

18 And he was like, "Leave me alone. Leave
19 me alone. I'm thinking. I'm thinking. I'm trying
20 to decide what to do."

21 Well, the young one in the back seat said,
22 "While you're deciding I'm out of here." And he
23 reached to open the car door to get out. Well, I
24 have childproof locks on my door because I carry my
25 grandchildren around. He couldn't get out. And he

0090

1 started cussing at me then and tapped me on the back
2 of the head with the gun and he said, "You better
3 let me out of this car, if you know what's good
4 for."

5 So I reached over and hit the button. I
6 told him I'm -- I said, "I'm hitting the button to
7 let him out now." He jumped out. I did not look at
8 the rearview mirror, but I could see out of the side
9 view mirror without him noticing. He rolled. We
10 were going less than five miles-an-hour. So I knew

11 we wasn't hurt, but I could see -- I saw someone get
12 out of a car behind us and I saw people running with
13 guns, two or three different people with guns out.

14 My heart was pounding. It was beating. I
15 just said, "Lord, you know, this is it. I don't
16 want to suffer. I don't want my daughter to have to
17 take care of me. So let's get this over with."

18 So the next time we went around the corner
19 I slammed on brakes and I just turned around and
20 looked at him right in the face and I said, "Do
21 whatever you've got to do or get the hell out of my
22 car." And he jumped out.

23 Q. And were you still in the Crossroads
24 Apartment complex at that time?

25 A. I was. And he didn't shut the car door.

0091

1 So I could hear him as he jumped out. He turned
2 around and he said, "This is your lucky day, lady.
3 You need to get the hell out of here."

4 So I drove with the car door open until I
5 got where when I looked in the mirror I didn't see
6 people running with guns and I didn't feel like
7 there was somebody behind me. And I reached over
8 and shut the door and locked it.

9 And then they had thrown my cell phone on
10 the floor because they made fun of it because it was
11 an old one and they didn't want it. So I reached
12 down and picked it up. It had my daughter
13 programmed in there. So I called her and she said
14 she couldn't understand me. Because I hadn't cried
15 or lost it until then. She could understand
16 robbery, guns, and lost. And she said, "Mother, I
17 can't help you if you don't tell me where you are."

18 And I didn't know where I was. I said,
19 "I'm somewhere between Bush River and St. Andrews
20 Road." And she got her husband awake and he made
21 some phone calls to the police so they could try to
22 start finding me.

23 Q. What's her husband's name?

24 A. Don Curtis.

25 Q. Okay.

0092

1 A. And he got help on the way, but again they
2 didn't know where I was. So I kept talking to her.
3 She was just, "Momma, keep driving. Just keep
4 driving." And the next thing I realized I was on

5 Broad River Road. I don't know how I got there.

6 Q. You kind of came out to an area you were
7 familiar with?

8 A. Yes. I don't know. I'm thinking now that
9 I've revisited the area and I've got a little
10 bearing, I must have gotten back on that Zimmerman
11 and I knew it ran into Broad River. Why I went that
12 way instead of getting on the interstate I don't
13 know, I don't have a clue, but I got back on Broad
14 River Road.

15 And I remember my daughter said, "Just
16 tell me anything you pass, Momma, so you can give
17 me" -- well, I passed the Sonic. And when I said
18 Sonic she thought I was on Harbison. So Richland
19 County was headed toward the Sonic on Lake Murray --
20 I mean, on Harbison until I told her, I said, "No,
21 I'm not at that Sonic. I'm now coming up on SLED."

22 And she said, "Oh, you're coming down
23 Broad River."

24 And I said, "Yes. But I need to go to the
25 apartment. I need to go the apartment."

0093

1 She kept telling me not to go there in
2 case they were following me. She said, "Bring them
3 to the house. We've already" -- she lives in New
4 Friarsgate. She said, "Donald has already called
5 Richland County and he's also called Irmo. Irmo is
6 already here. They are waiting here at the house on
7 you, Momma. Bring them here. If they are following
8 you, we'll handle it here."

9 Q. And she lived at New Friarsgate?

10 A. In New Friarsgate.

11 Q. Whereabouts is that and what road is it
12 off of?

13 A. It's off of North Royal Tower.

14 Q. Okay.

15 A. Which is off of Broad River.

16 Q. Let me back up and ask a question. Since
17 it sounds like you kind of went back and retraced
18 some of this after the fact, how far is the
19 Crossroads complex from Wellspring, do you know?

20 A. Well, there's the exit Bush River, then
21 Piney Grove, and then Harbison. So it's three exits
22 down.

23 Q. Okay.

24 A. So, anyway, I got to -- got to her and --

25 I got to her house and there was two Richland County
0094

1 deputies and, I think, two Irmo police deputies and
2 my ex-husband. My daughter had already called him.
3 He was there. I took a deep breath. I did not want
4 my grandchildren to see me in the shape I was in or
5 my daughter. I took a deep breath and got out of
6 the car and then I collapsed in the front yard.

7 My son-in-law gathered me up and got me in
8 the house. And I remember looking up at him and
9 saying, "Donald, how many stoplights is there
10 between Bush River and New Friarsgate?"

11 And he said, "13 or 14."

12 I said, "What are the chances of them all
13 being green?"

14 He said, "None."

15 I said, "Well, I think I just broke the
16 law." That's the first thing I remember is
17 wondering how many stoplights I ran through. I
18 never looked, I guess. I don't know.

19 Q. Do you recall what kind of night -- what
20 time of night it was at this point?

21 A. Oh, yeah. It was 11:00, a little after
22 11:00.

23 Q. A little after 11:00?

24 A. Maybe 11:20, 11:00 something. I know --
25 that's so vivid in my mind because I know my

0095

1 daughter, being married to a police officer, when
2 they go to bed they unplug the phone upstairs. His
3 police phone is on, but personal calls they do not
4 take after 11:00 at night. They've got three small
5 children. And I knew -- when I remember looking at
6 it I said, "It's after 11:00. She's not going to
7 answer. She's not going to answer." She answered
8 on the first call.

9 Q. So Mr. Curtis is also in law enforcement;
10 is that right?

11 A. Yes.

12 Q. So let me back up and just kind of get
13 some sign posts here. Your choir practice would
14 have gone till 10:00 and then you would have gotten
15 home however long it takes you --

16 A. About 10:30.

17 Q. About 10:30. And this incident happened
18 as soon as you got out of your car?

19 A. Uh-huh.
20 Q. And by the time you got to your -- and I'm
21 sorry. Was that a yes?
22 A. Yes. I'm sorry.
23 Q. That's okay. And by the time you got to
24 your daughter's apartment it was around 11:20,
25 thereabouts?

0096

1 A. Somewhere in that vicinity, yes.
2 Q. So my understanding then, and I understand
3 I'm not putting a precise number of minutes on it,
4 but as we sit here and chat about it today, it
5 lasted approximately 45 minutes to maybe 55 minutes?

6 A. Approximately.
7 Q. Maybe 50 minutes, thereabouts?
8 A. Uh-huh.

9 (Off-the-record discussion.)

10 (A recess transpired.)

11 BY MR. COMER:

12 Q. Back on the record. Okay. Ms. Wright,
13 we've been talking a little bit about your incident.
14 And up at this point you were at your daughter's
15 apartment. Did you provide a statement to the
16 police?

17 A. Yes, I did.

18 Q. How long did that take?

19 A. Oh, gosh. 30 minutes or more.

20 Q. And I take it at some point they left the
21 premises and you just remained at your daughter's
22 apartment?

23 A. I stayed there.

24 Q. Did you stay there that night?

25 A. Yes, I did.

0097

1 Q. Did you go back -- between when you got
2 there did you go back and get any personal
3 belongings?

4 A. No.

5 Q. Or did you stay there?

6 A. I stayed there.

7 Q. What did you do -- what did you do the
8 next day?

9 A. We went back over to report it to the
10 apartment complex. I didn't know if they knew about
11 it. I didn't know. But I went to tell them I was
12 leaving.

13 Q. Who did you speak with?
 14 A. I don't know. I don't remember. Whoever
 15 was at the front desk, but I don't remember.
 16 Q. Okay. And you said you told them you were
 17 leaving?
 18 A. Yes.
 19 Q. And why did you make the decision to
 20 leave?
 21 A. I could never go back in that place again
 22 ever.
 23 Q. Just because that was the site of --
 24 A. Yes.
 25 Q. -- where everything started?
 0098
 1 A. Uh-huh.
 2 Q. Up to this point prior to this incident
 3 happening had you had any issues with the apartment
 4 complex that made you want to leave it or consider
 5 leaving or anything like that?
 6 A. Only one other incident when we had some
 7 teenage boys soliciting magazine sales late at night
 8 after 10:00 banging on doors. That had happened
 9 several times.
 10 Q. Okay.
 11 A. That they couldn't seem to control.
 12 Q. Okay. And nothing other than that?
 13 A. Nothing other than that, no.
 14 Q. Okay. And when you spoke with this person
 15 at the desk you just reported to them what happened;
 16 is that correct?
 17 A. Well, I really didn't get a chance to even
 18 tell her because as soon as I walked in they said,
 19 "Oh, Ms. Wright, we heard what happened to you.
 20 We're so sorry."
 21 Q. Okay.
 22 A. They already knew.
 23 Q. Okay.
 24 A. But when we pulled up out there there
 25 was -- WIS was already there. They had cameras set
 0099
 1 up in front of my apartment. And she told me
 2 that -- whoever the lady in the apartment, I don't
 3 know if it was Karen I talked to then or Kylie or
 4 which one it was, said that, "You don't want to go
 5 down there now."
 6 I said, "Oh, no. I don't want to ever go

7 down there."

8 And she said, "But you don't want to go
9 now. The TV is waiting on you to come out."

10 Q. Okay.

11 A. They had found out about. Tried to keep
12 it quiet. Since I was a bank employee they didn't
13 want it to go out, but it had gotten out anyway.
14 So, anyway, she told me not to go down there and I
15 said, "I won't."

16 And she asked me to tell her what
17 happened. And I started telling her and I asked her
18 the lady's name. I said, "If I told you this lady
19 that walks the white dog and the" -- she knew
20 exactly who I was talking about.

21 She said, "Let me go see if she's there."
22 And she left and went to find her. And she wasn't
23 home, but somebody was that knew how to reach her
24 and they -- I don't remember how it worked out, but
25 they got her in touch with the police. So she did
0100

1 an artist sketch of them because she saw them. She
2 said she felt funny about it. She said it just
3 looked funny to see a white middle aged woman with
4 two black teenage boys.

5 Q. I was going to ask did you at some point
6 talk to her either on the phone or personally?

7 A. I did. I think it was the next day I went
8 back in there to -- I had some friends who
9 volunteered to pack things up for me so I wouldn't
10 even have to go in there. And I went back over to
11 ask what I needed to do about getting my deposit
12 back and things like this and she came in.

13 Q. To the office?

14 A. Into the office. Now, for the record,
15 there was a police officer with me. I had a
16 victim's advocate deputy -- resident deputy was with
17 me all the time and she was in there with me. And
18 she said, "Might not be a good idea for you guys to
19 talk about this, but here is" -- she let us hug.

20 And the lady said she was sorry that she
21 didn't do anything. And she said, "My dogs would
22 have attacked if I had told them to, but I" -- she
23 said, "I didn't have that feeling until after I
24 walked away." And she said, "I knew you. I've seen
25 you go in and out." And she said, "It just didn't
0101

1 look like the kind of people you normally hang out.
2 I should have known something was wrong." So that's
3 about basically all we talked about. They really
4 wouldn't let us talk about anything else.

5 Q. Have you talked to her since?

6 A. No, I haven't.

7 Q. Do you have any knowledge -- I think you
8 mentioned -- is this the person that you said had
9 some kind of case as well against Wellspring or do
10 you know?

11 A. No. To my knowledge, no.

12 Q. Okay. Did the employee that you spoke
13 with at Wellspring, did she have you sign any sort
14 of statement or anything?

15 A. Not that I remember, no.

16 Q. Do you recall her taking down any kind of
17 statement?

18 A. She was writing, but I didn't sign
19 anything that I know about or that I remember.

20 Q. Yeah. You testified earlier, and I just
21 want to make sure this is clear, that she said
22 something about, "We tried to keep it quiet because
23 you're a bank employee," and that --

24 A. No. Not her. She didn't say that.

25 Q. Okay.

0102

1 A. My bank kind of wanted to keep it quiet.

2 Q. I understand.

3 A. And so did the police officer that we
4 talked with. He said, "You don't -- until we catch
5 these guys you really don't want them to know that
6 you work for a bank."

7 Q. Right.

8 A. They are the ones that suggested that they
9 remove my nameplate and everything in the office as
10 if I wasn't there any longer. So they did that for
11 the two months I was out on leave.

12 Q. Okay. In terms of your conversations with
13 the Wellspring employee, did you feel like she was
14 receptive and expressed concern about what happened?

15 A. Oh, yeah. Yeah, she did.

16 Q. So no complaints with regard to at least
17 listening to your version of the events and helping
18 you get in your apartment and stuff like that?

19 A. Right.

20 Q. Okay. And you mentioned that you wanted

21 to leave. Did you have any issues getting back your
22 deposit or getting out of your lease?

23 A. I never got my deposit back. I called a
24 couple of times after I left to see, you know, where
25 it was, what was the status of it, and I was just

0103

1 told that that was a corporate decision and they had
2 no control over that and I would hear something from
3 the corporate office, but I never did. And I never
4 followed through more than two or three phone calls,
5 but I never got the deposit back.

6 Q. Was your apartment furnished?

7 A. No.

8 Q. So you had to get your furniture and
9 everything out too?

10 A. Yes.

11 Q. And I think you mentioned that you had
12 some friends help you do it?

13 A. Had some friends to do it. I finally got
14 myself together probably about the fourth or fifth
15 day enough to go over there as long as there were a
16 lot of people with me and pretty much say, "Put this
17 here, put this here, put this there."

18 Q. Okay.

19 A. I was able to go back in then.

20 Q. Do you remember the day of the week that
21 this happened, what -- that night what --

22 A. Thursday.

23 Q. Thursday night. So your next workday
24 would have been Friday?

25 A. Friday.

0104

1 Q. What did you tell work in terms of --

2 A. My daughter called my immediate
3 supervisor, Karen Metts, that night and told her
4 what happened and said, "Mother will not be there
5 tomorrow," and told her about the film. Well, they
6 got the film to the police that night. They were
7 able to get it that quick. So they had -- that's
8 how it got on WIS News immediately.

9 Q. Right.

10 A. And that they had the video from it.

11 Q. Okay. Did they ever catch the guys who
12 did this?

13 A. I don't know. I've never been told that
14 they have or have not.

15 Q. Have you ever followed up just out of
16 curiosity to see the status of any investigation?

17 A. A couple of times when I was close with my
18 victim's advocate when she followed me around for
19 months and months. She would say, "We're close.
20 We're close," or, "We've got good leads," and
21 whatever, but other than that, no.

22 Q. Yeah. Did you ever participate in any
23 kind of lineup or anything to identify anybody?

24 A. No.

25 Q. It may be in your interrogatory responses,
0105

1 but who would you kind of consider your primary
2 contact at the police department about this
3 incident?

4 A. Cassie.

5 Q. Cassie. And you don't have any
6 information as to the status one way or the other?

7 A. No, I don't.

8 (Exhibit No. 5 was marked for
9 identification.)

10 BY MR. COMER:

11 Q. Ms. Wright, I'm showing you what's been
12 marked as Deposition Exhibit No. 5. Do you
13 recognize this document?

14 A. Yes.

15 Q. Okay. And I guess my question is have you
16 seen the incident report from your incident before
17 today?

18 A. Yes.

19 Q. It's something you would have received
20 from the police?

21 A. Yes.

22 MR. RIDGEWAY: Let me just -- before
23 you go any further let me just step out and let you
24 read this and see if you've got any questions about
25 it.

0106

1 MR. COMER: I think this is what you
2 guys gave us, but I cannot be sure. So that's fine.

3 (A recess transpired.)

4 BY MR. COMER:

5 Q. Let's go back on the record. Ms. Wright,
6 I've shown you a copy of what's been marked as
7 Deposition Exhibit No. 5. I think you told me you
8 had seen this document --

9 A. Yes.
10 Q. -- before; is that right?
11 A. Yes.
12 Q. Let me get my question out. Does this
13 appear to be a true and accurate copy of the
14 incident report from the night of your abduction at
15 Wellspring?
16 A. Yes.
17 Q. Okay. And at the top it indicates that
18 incident date September 18, 2008. Is that correct
19 according to your recollection?
20 A. That's correct.
21 Q. Okay. And I was asking you a lot of
22 approximate times earlier. It says 24-hour clock
23 22:30. I guess that would be 10:30 as the time that
24 the incident started. Would that appear to
25 correspond to your recollection?
0107
1 A. That's correct.
2 Q. Okay. And then it indicates 24-hour clock
3 23:05. I guess that would be 11:05 that evening.
4 Would that correspond to your recollection of when
5 approximately it ended?
6 A. That's correct.
7 Q. Okay. And then I believe if you look
8 further over, it indicates a dispatch time of 23:13,
9 so 11:13. That would have been, I guess, about the
10 time you called it in?
11 A. Right.
12 Q. Okay. Let me just ask you a couple of
13 questions. As you look down in the narrative on
14 this document it says, "On the above listed and time
15 the R/O was dispatched to 1143 Chadford Road." Was
16 that your daughter's apartment?
17 A. That's her house.
18 Q. Her house. Okay. So she lives in a house
19 subdivision?
20 A. Right.
21 Q. I apologize. I was under the impression
22 she lived in an apartment complex.
23 A. It's called New Friarsgate.
24 Q. And it says -- a couple lines down it
25 says, "The complainant stated to the R/O" -- I guess
0108
1 that's requesting officer -- "that while she was
2 coming back home she parked her vehicle and walked

3 to her apartment building. The C/V saw two black
4 males sitting on the walking ramp in front of the
5 2200 building." Do you recall telling the officer
6 that you saw them sitting on the ramp?

7 A. No, I don't. I just -- I remember that's
8 where they were was on the ramp area behind the
9 bush.

10 Q. Okay.

11 A. But I don't recall telling them where they
12 were sitting.

13 Q. Okay.

14 A. I don't really know where they were
15 sitting.

16 Q. Okay. And it says further down, "I'll
17 blow your head off if you don't give me your money."
18 Is that what they said to you?

19 A. Yes. Yes.

20 Q. And then further down it says, "While the
21 C/V and the subjects were going to her vehicle they
22 saw a lady walking her dog in the parking lot."
23 That would be the woman you referred to earlier; is
24 that right?

25 A. That is correct.

0109

1 Q. Okay. It says that you were taken to the
2 BB&T Bank on Harbison Boulevard and made two
3 withdrawals of \$500 and \$200. Do you recall that?

4 A. That sounds right, yes.

5 Q. Okay. And what this -- what is not
6 indicated here, my understanding from your testimony
7 was that you actually went through, drove around a
8 bit, and came back?

9 A. And came back. That's correct.

10 Q. So this was not --

11 A. All at one time, no.

12 Q. I understand. And then it says the C/V --
13 I'm looking at the very last sentence in the
14 narrative. "The C/V took the subjects to the BB&T
15 on Dutch Square in which she withdrew \$80 from the
16 ATM machine." Was that the last withdrawal?

17 A. That was the last withdrawal, yes.

18 Q. Let me go to the second page. And it
19 says, "The subjects told the C/V to go to the
20 Hardee's parking lot on Dutch Square Boulevard. And
21 while in the Hardee's parking lot the subjects told
22 her they were going to rape her."

23 Now, one thing that was missing from your
24 testimony earlier was any testimony about a fear of
25 sexual assault. Did they ever make any statements
0110

1 like that?

2 A. Yes, they did.

3 Q. Tell me about that.

4 A. There at Hardee's and at the Dutch Square
5 thing. That's where he put his hands down the back
6 of my pants because I was leaning forward so that
7 they could get the camera on him. And that's when
8 he said -- they called me granny and they called me
9 fatty too. He said, "Granny's got a fatty ass.

10 We're going to need to take her back to the
11 apartment and have some fun before we kill her."

12 And then they said that again at Hardee's too.

13 Q. And other than making the comments and
14 them putting their hands down the back of your
15 pants, did they ever do anything beyond that
16 touching in terms of any additional assault of a
17 sexual nature?

18 A. Just the one in the front -- it was only
19 the one in the front.

20 Q. Okay.

21 A. The one in the back talked about it. The
22 run in the front grabbed my breast while I was
23 driving. He was fondling.

24 Q. Okay. And please don't read into this
25 question. I'm not downplaying the significance of
0111

1 that, but outside of the fondling --

2 A. No.

3 Q. -- any additional assault did not occur?

4 A. No. I think they -- I didn't remember it,
5 but they -- I did later, that they took pictures
6 when they got to my daughter's house of some bruises
7 where they touched me.

8 Q. The police took the pictures?

9 A. Uh-huh.

10 Q. Okay. I think that's all I've got on
11 that. Let me just set it over here with the others.
12 I asked you earlier about whether you ever
13 participated in any sort of criminal lineup. Did
14 you ever do anything else to identify these guys in
15 terms of looking at any pictures?

16 A. Yes, I did look at a photo book while the

17 deputy called me to meet me somewhere and showed me
18 the book. And I told him again I didn't look at
19 them. And he said, "Sometimes you did see them, but
20 you're blocking it out. I'm not asking you to
21 identify anybody. I just want you to look through
22 this book. I can tell from your expressions."

23 Q. Okay.

24 A. Must have been over 300 pages in this
25 book. And when I got through it was the same two
0112

1 that she had drawn, the two men that I touched and I
2 said, "Ooh."

3 Q. So you --

4 A. Same feeling.

5 Q. You were able to pick the gentlemen out?

6 A. He said I was. He said I did. I don't
7 know whether I did or not because I didn't look at
8 the composite drawings that was on the TV either. I
9 chose not to watch that, but that particular officer
10 did tell me that the two that I showed a reaction to
11 matched her description.

12 Q. Can you approximate the number of pictures
13 you looked at?

14 A. Between 200 and 300.

15 Q. Okay. Were there a lot of pictures on one
16 page or one picture per page?

17 A. No. Lots of them.

18 Q. Okay. So 200 or 300 pictures?

19 A. Yes.

20 Q. I think you -- and I'm asking to clarify
21 because I think you said the book was 200 or 300
22 pages.

23 A. Oh, I don't -- probably about that thick.

24 Q. Okay.

25 A. But there was probably -- I would guess
0113

1 that many pictures would be a rough guess.

2 Q. And you said you have never to this day
3 looked at the composite sketch?

4 A. No. No, I haven't.

5 Q. Did you ever provide any interview to, I
6 think you mentioned, WIS or WLTX or anybody?

7 A. No.

8 Q. Are you familiar with anything called a
9 report of unusual occurrence from having lived at
10 Wellspring?

11 A. No.
12 Q. Bear with me. I'm trying to mark out some
13 things to save us a little bit of time. How much
14 time passed from when this incident happened to when
15 you actually moved out of Wellspring? A week, two
16 weeks?
17 A. I never went back from that very night.
18 Q. I know, but I --
19 A. I stayed in with my daughter.
20 Q. I understand. But I mean the time when
21 you actually got your stuff out?
22 A. Four days.
23 Q. Okay. And in the meantime you lived with
24 your daughter?
25 A. I stayed with her for two months.
0114
1 Q. And then at the end of two months did you
2 look for a new place?
3 A. Yes. I moved into Century Heights.
4 Q. Okay. How long was it that you were out
5 of work as a result of this incident?
6 A. A little over two months.
7 Q. And did you at some point go and get the
8 counseling from Ms. Zaepfel, I believe we talked
9 about earlier?
10 A. Yes.
11 Q. Did she ever give you any sort of
12 diagnosis or anything?
13 A. Nothing except that she would be -- when
14 we first started she told me that she would be
15 surprised if I was able to go back to work. And I
16 told her that, you know, I had no choice. I was
17 divorced and on my own. I had to go back to work.
18 She was a counselor that BB&T used for bank
19 robberies. So she helped me. She helped me get
20 through it.
21 Q. How many times did you see her?
22 A. Once a week.
23 Q. How many weeks?
24 A. Gosh, a little over a month.
25 Q. Did she at some point release you to go
0115
1 back to work?
2 A. She didn't release me. I released myself
3 and she said she would agree with it as long as I
4 continued counseling. And I tried it. I tried

5 after I went back to work going to counseling with
6 her, but it's awfully hard to do and work the kind
7 of hours and schedules we did. So I ended up
8 calling her and telling her I was going to try this
9 on my own.

10 Q. And I guess my question is have you ever
11 seen anyone correspondence from her to your employer
12 or anyone else saying, "She can go back to work"?

13 A. No, I never saw anything.

14 Q. Are you aware of whether she ever sent
15 anything like that?

16 A. No, I'm not aware of it.

17 Q. What is it -- you have brought a lawsuit
18 naming PRG and Wellspring and, I believe, Karen
19 Campbell as defendants. What is it that you believe
20 they should have done to prevent this?

21 A. Made me safe and secure.

22 Q. Okay. And --

23 A. Took care of the issues that caused the
24 problems. If it hadn't of been for those bushes, I
25 wouldn't have had to go through this.

0116

1 Q. Okay. So, I guess, do you mean that they
2 should have cut the bushes back more?

3 A. Down.

4 Q. Cut the bushes down?

5 A. Dug them up. Whatever it takes to make
6 you feel safe to be able to walk into your
7 apartment.

8 Q. Had you felt unsafe prior to this
9 incident?

10 A. Yes.

11 Q. Okay. What, if anything, else? I mean,
12 we've talked about the bushes. What else should
13 they have done?

14 A. And the lights, the security lights. And
15 the first thing I questioned her the next day was,
16 "Where are these security officers that are supposed
17 to be walking the beat? I didn't see anybody.
18 There was nobody there when I needed them. I didn't
19 see one. I've never seen one the whole time I've
20 lived there."

21 Q. And what did she say?

22 A. Just shrugged her shoulders, "I'm sorry."

23 Q. And I apologize if I've already asked
24 this, but do you remember who this -- was this Kylie

25 or --

0117

1 A. I don't remember.

2 Q. Okay.

3 A. I really don't know who it was. I was out
4 of it.

5 Q. Okay. So we've talked about the officer,
6 we've talked about the bushes, we've talked about
7 the lighting. Is there anything else you think they
8 should have done to take care of your safety?

9 A. Well, nothing except things that I had
10 brought to their attention before of fencing the
11 property in so that -- because they always would say
12 those kids that were jumping the fence to get in the
13 pool were just riffraff, normal Harbison riffraff
14 that we couldn't control. Well, put some fences up
15 then or do something, but I was always told that
16 wasn't feasible.

17 Q. Well, did you ever consider leaving when
18 they told you that wasn't feasible?

19 A. Yeah. Yeah, I did, but I could afford
20 that place and it was close to work, but, yes, I did
21 consider it.

22 Q. Okay. But you never acted on that?

23 A. No, I did not.

24 Q. Do you think all criminal activity -- I
25 mean, do you think criminal activity can be

0118

1 prevented?

2 A. It can certainly be deterred.

3 Q. Okay.

4 A. I know you can't prevent it all.

5 Q. Do you agree with me that this was
6 criminal activity?

7 A. Oh, yes.

8 Q. And my understanding then is you believe
9 that Wellspring should have done something to
10 prevent the criminal activity?

11 A. Yes, I do.

12 Q. Okay. One of the claims you've brought is
13 under something called the South Carolina Unfair
14 Trade Practices Act. Did you ever feel that someone
15 at Wellspring or at PRG deceived you?

16 A. Yes.

17 Q. Okay. Tell me how they deceived you.

18 A. They told me it was a safe and secure

19 place.

20 Q. Who told you it was a safe and secure
21 place?

22 A. It would be Kylie. She's the one that
23 I -- I think. Don't hold me to that because that's
24 been many years ago as to who was there when I
25 filled out the application.

0119

1 Q. Well, and I understand, but this is my
2 opportunity to ask you questions.

3 A. Yes.

4 Q. So if you're saying that someone deceived
5 you, what I want to know is who and when and how?

6 A. Well, it's probably better to say the
7 manager at that time.

8 Q. Okay. And what did they say?

9 A. That it was a safe and secure place. I
10 told them my situation, that I was a single woman
11 alone and it was important to me that I felt safe
12 and secure.

13 Q. Okay. So this was verbal?

14 A. Verbal.

15 Q. Okay.

16 A. Yes.

17 Q. Any other way that you felt deceived
18 beyond them saying this is a safe and secure place?

19 A. Not until after this was all over and I
20 found out how many other incidents have gone on
21 there and we were never -- I never knew that. I
22 would have made a decision to leave before something
23 happened had I known there were so many other
24 incidents there.

25 Q. And so you believe they should have been

0120

1. telling you about anything going on on the premises?

2 A. I think we deserved a right to know.

3 Q. Did you ever make that request prior to
4 this incident?

5 A. I didn't know about it until after I left.

6 Q. We've been talking about deception. It's
7 called the South Carolina Unfair Trade Practices
8 Act. Let me ask you about unfairness. Did you ever
9 feel like someone treated you unfairly?

10 A. No.

11 Q. Okay. Other than this verbal
12 representation that you say was made by the

13 manager -- when was that made? Was it when you
14 moved in? Was it later or when?

15 A. When I went to fill out an application.

16 Q. All right. Was it a man or a woman?

17 A. Woman.

18 Q. How old?

19 A. Young.

20 Q. Okay. Young 20's, young 30's?

21 A. Late 20's probably.

22 Q. What color hair did she have?

23 A. It seemed like it was brown.

24 Q. Okay. Long, short hair?

25 A. I really don't remember.

0121

1 Q. Other than the verbal expression, any
2 other way that they -- and we talked about the
3 incident reports. Anything else that made you feel
4 like you were deceived?

5 A. No.

6 Q. Okay. We've been talking about security
7 officer. Did anybody ever use the term courtesy
8 officer with you? Did you ever hear somebody
9 referred to in that manner?

10 A. No.

11 Q. Did you ever speak with a security officer
12 or courtesy officer at the complex?

13 A. No.

14 Q. Prior to this incident did you ever report
15 an incident that would have required you to speak
16 with a courtesy officer or security officer?

17 A. No. I called -- I directly called the
18 sheriff's department when those young men were
19 soliciting.

20 Q. Okay. Why did you call the sheriff's
21 department when the -- are you talking about the
22 magazine subscriptions?

23 A. Right. Yes.

24 Q. Why did you call the sheriff's department?

25 A. Because the number that I would have

0122

1 called at the apartment, all you would get is an
2 answering machine.

3 Q. Okay.

4 A. I wanted something done then. He was
5 banging on doors.

6 Q. I think you mentioned that after this

7 incident you moved to Century Heights; is that
8 right?
9 A. Century Heights.
10 Q. Do you still live there now?
11 A. I do.
12 Q. Tell me a little bit about your new
13 apartment. Is it comparable in terms of price?
14 A. No.
15 Q. Okay.
16 A. It's a lot more expensive, a lot more.
17 Q. Okay. How much more?
18 A. About \$400 more a month than what I was
19 paying at the other place.
20 Q. What were you paying when you left
21 Wellspring?
22 A. See, I don't remember the amount.
23 Q. Okay. Could you approximate? And I'm
24 sure it's in my records somewhere, but could you --
25 A. Yeah, I'm sure it is too. And it may not
0123
1 be -- I'm paying nine something now. It seemed like
2 I was paying five something there.
3 Q. Okay.
4 A. That seems right, but I'm not sure.
5 Q. As you sit here today from having lived in
6 your new place and seeing what it has to offer can
7 you comment on the difference in the price? In
8 other words, are there better amenities or is it a
9 bigger apartment or anything like that?
10 A. It is a bigger apartment.
11 Q. Okay.
12 A. But the No. 1 thing for me was the
13 security. It has -- it's gated. You have to have a
14 code to get in. Does that keep the bad people out?
15 No. You can sneak in behind somebody. But when I
16 did go there I was introduced to their officers
17 face-to-face so that if I ever had to call one, I
18 would know who it was, that it wouldn't be a
19 stranger. I was given the officer's cell phone
20 numbers, private lines, so you wouldn't have to go
21 through the main office and leave a message and wait
22 for somebody to call you back.
23 The lights are unreal. They are so
24 well-lit up in the breezeways and the apartment
25 things and exit light so you can see to get out of
0124

1 the apartment in a hurry. They've got backup lights
2 too in case the power goes out. All these things
3 were important to me when I moved there.

4 Q. Okay.

5 A. So was it worth the extra cost? Yeah.

6 Has it been hard? Yeah. But I feel safe.

7 Q. Okay. Were any representations made to
8 you at your current complex about your safety and
9 your security?

10 A. No.

11 Q. And what I mean by that is did someone
12 say, "Your safety is important," or, "Your security
13 is important," that kind of thing?

14 A. No. They just answered my questions when
15 I first moved in, was there security officers on
16 site, and yes. And that was all. That was it.

17 Q. Do you know if the security officer on
18 site is someone who is retained by the complex or if
19 it's someone affiliated with local law enforcement?

20 A. She told me by complex. They hire them.

21 Q. Do you have a roommate now?

22 A. No, I don't.

23 Q. Let me back up. What were the dimensions
24 of your apartment at Wellspring in terms of number
25 of bedrooms and baths?

0125

1 A. It was a two-bedroom, two-bath.

2 Q. How about your current apartment?

3 A. Two-bedroom, two-bath.

4 Q. Since you live by yourself is the extra
5 bedroom for grandchildren, if somebody visits?

6 A. Grandchildren.

7 Q. That kind of thing?

8 A. Grandchildren.

9 Q. Where is your new apartment in relation to
10 Wellspring in terms of if you had to estimate how
11 many miles away?

12 A. It's just the next exit. So less than a
13 half a mile I'm sure.

14 Q. Further down Harbison?

15 A. No. It's on the next exit, which is Lake
16 Murray Boulevard.

17 Q. I understand. Do you know if your lease
18 at your current apartment made any representations
19 to you about what, if any, responsibility the
20 complex had for your security?

21 A. I don't know if it does.
22 Q. Did you read your current lease?
23 A. Yeah, I did.
24 Q. You mentioned the gate at your current
25 apartment. Is that intended to -- is that intended
0126
1 to make you feel safer or keep out people who don't
2 live there?
3 A. Yeah. You have to have a little card to
4 get in or either go through the office. And they do
5 have a drive-up where you pull up and you can punch
6 in the person's name and it will call you and you
7 can decide whether to let them in or not let them
8 in.
9 Q. Okay. And did somebody tell you that that
10 was why the gate is there?
11 A. Yeah.
12 Q. Who told you that?
13 A. The apartment manager. And I don't know
14 who that was at that time because she's not there
15 anymore either.
16 Q. Did she tell you anything else about
17 safety and security at your current complex?
18 A. Nothing really except that, you know, like
19 I said, they gave us the phone numbers to call.
20 They also gave us the Richland County phone direct
21 line. They gave us Columbia Police, who handles
22 that area. They had a listing of all that, I think
23 it was a little magnet that you put on, and did tell
24 that we would be notified of any incidents, which we
25 are. We've had a couple of things. And they'll
0127
1 either leave a message on your answering machine or
2 stick a note under your door and say today we had
3 this and that or whatever happen. They'll let you
4 know, you know, what -- always let me know. And
5 they've had a few things since I've been there.
6 Q. Okay. Did Wellspring ever do anything
7 like that in terms of be it through a newsletter or
8 voice mail or anything?
9 A. No.
10 Q. Did Wellspring -- do you know, if you
11 know, if Wellspring ever informed other tenants of
12 your incident?
13 A. I don't know that.
14 Q. You don't know?

15 A. I don't know that.
16 Q. Okay. You don't know one way or the
17 other?
18 A. No, I don't.
19 Q. Let me -- have you had any issues at all
20 at your current apartment in terms of be it
21 maintenance or anything?
22 A. Oh, yeah.
23 Q. Okay. Tell me some of your issues.
24 A. Broken dishwasher.
25 Q. Okay.
0128
1 A. Broken refrigerator. And they replaced
2 that. Carpet coming up. They fixed that. Had a
3 water leak in a wall in a bathroom. So they had to
4 totally kind of remodel the whole wall in one of the
5 bathrooms. Had a snake last week on my front porch.
6 They came and got rid of the snake.
7 I did have somebody to bang on the door at
8 2:00 in the morning. Investigated it for me. I
9 ended up calling the resident deputy. He came down
10 and found the person. It was somebody just drunk
11 and got the wrong apartment.
12 Q. Did he live at the complex?
13 A. Yes, he did. Got confused. Got confused
14 which door he was supposed to be in, but other than
15 that, you know, everything I've asked for is --
16 Q. Okay. You said there had been some other
17 incidents. What have been some of the other
18 incidents?
19 A. I was notified that the building that --
20 not the building I'm in, but the one next to it,
21 which we both face the woods, which is not fenced
22 in, some men came through the woods and robbed --
23 broke into an apartment.
24 Q. Okay.
25 A. And I was notified that that had happened
0129
1 and suggestions as to keeping a light on all the
2 time, even in the daytime when you are not there,
3 leave the curtains open so it appears someone is
4 there. They sent a little letter that talked about
5 what to do.
6 Q. Okay.
7 A. Then I got a phone call and said that they
8 -- we have a security code to get into the gym, to

9 the pool, to the laundry room, to the front office
10 if you need to go walk instead of driving up there.
11 We have a code to get in the doors. And they
12 changed the code due to a woman going through a
13 divorce, that her ex had found the code out, and to
14 protect her they were going to change the codes.

15 Q. Okay.

16 A. That's happened a couple times for
17 different divorces or child issues, but, I mean,
18 they always notify us when something happens and
19 they have to change the code.

20 Q. Right. I've been out to Wellspring and
21 when I went out to Wellspring I saw there are a lot
22 of buildings. And I would call it a big complex.

23 A. It's big.

24 Q. When you compare it to your current
25 complex, your current apartment --

0130

1 A. It's not quite as big.

2 Q. Okay.

3 A. It's not quite as big. I may be wrong.
4 It may be because of the way it's built. Wellspring
5 is spread out. Century Heights is taller.

6 Q. I understand.

7 A. So, you know, I don't know the difference.

8 Q. Do you think that Century Heights should
9 gate that area at the woods because of what
10 happened?

11 A. It would be nice.

12 Q. Does it make you have any concern to
13 whether you --

14 A. A little. But I chose not to live on the
15 bottom floor this time. Well, I was on the third
16 floor at the other one, but I chose when I moved
17 here I didn't want to be on the bottom just for that
18 -- I knew that before I went in that that back part
19 was not fenced in. It's very wooded in there and it
20 backs right up to Riverland Hills Baptist Church.
21 So, yeah, that was a concern. So that's I chose not
22 to live on the bottom floor.

23 Q. Did you make a similar decision at
24 Wellspring with regard to living on the third floor?
25 In other words, did you say, "I want a third floor

0131

1 or a non-bottom floor apartment?

2 A. That was part of it. I didn't want the

3 bottom floor there either. I just felt safer up
4 high. And at Wellspring that was the only thing
5 they had available at the time too. So it worked
6 out for me.

7 Q. Okay. Let me change topics again and let
8 me just talk to you about your current condition.
9 Do you have any physical injuries that you are
10 claiming as a result of this incident?

11 A. No, I don't.

12 Q. Okay. Do you have any mental injuries
13 that you are claiming as a result of this incident?

14 A. Yeah. I feel like I do, yes.

15 Q. Tell me a little bit about that.

16 A. Nightmares. I still don't -- I don't
17 drive at night by myself at all. I have a terrible
18 fear of -- if a car has been on my bumper too long,
19 I will go out of the way to go a different way or
20 get somewhere safe. I don't travel. I don't go
21 into places that I don't know people.

22 Q. How do you get to choir practice?

23 A. It's right down -- my church is right down
24 the street from me. There for the first six months
25 or so I didn't go by myself. Someone came and
0132

1 picked me up. The same way -- one of the witnesses
2 that's on that list, Susan Boyd, drove me back and
3 forth to my practice on Thursday nights.

4 That was the hardest thing in the world
5 for me to do was to go back there again and not
6 associate something that I love with something so
7 horrible. So the law -- Cassie drove me for the
8 first month. She drove me back and forth in the
9 police car and sat outside and waited on me. And
10 then the girls in the chorus started taking turns.
11 Now I don't go by myself. I have someone that goes
12 with me every Thursday night.

13 Q. When you drive from your current apartment
14 complex to your practice you have somebody drive
15 with you?

16 A. I ride -- we meet at my church, which is
17 on Lake Murray Boulevard too, and I drive from my
18 church -- I feel comfortable from my church to my
19 house. I feel very comfortable in places that I
20 know. That's one of the reasons after I quit my job
21 I tried to take a temporary -- went with a temporary
22 service. That didn't work out because I don't

23 always know -- if I don't know the area or
 24 surroundings, I won't do it.
 25 Q. How far is your church from your current
 0133 apartment?
 1 A. Probably a mile.
 2 Q. Okay. So you're comfortable driving at
 3 night the mile to your current church?
 4 A. Yeah.
 5 Q. I'm sure you've said it and I apologize
 6 for having to ask again. Your choir does not
 7 practice at your church?
 8 A. No. It's at another church over in
 9 Lexington.
 10 Q. And so you meet at your church?
 11 A. Meet at my church. Leave in her car.
 12 Q. Okay. Who do you ride with?
 13 A. Debbie Adams. She's on this list too.
 14 Q. Okay. And that's every Thursday night?
 15 A. Every Thursday night.
 16 Q. And when it's over she brings you back to
 17 your car at the church?
 18 A. Church.
 19 Q. And you drive him?
 20 A. And I drive home.
 21 Q. Any other times that you drive at night?
 22 A. Rarely ever. Rarely ever. If we have a
 23 performance that I sing at, we always meet together
 24 and ride together as a group. So I just -- I don't
 25
 0134 do it by myself.
 1 Q. Okay. And you're not undergoing any
 2 treatment right now for any sort of distress --
 3 A. No.
 4 Q. -- or anxiety; is that right?
 5 A. No.
 6 Q. And you're not taking any medications
 7 right now; is that right?
 8 A. For anxiety, no.
 9 Q. Did Ms. Zaepfel, I'm sure I'm pronouncing
 10 that wrong, did her therapy help you?
 11 A. Yes, it did.
 12 Q. Is there anything that you can't -- well,
 13 we've talked about driving at night and we talked a
 14 little bit about, you know, when you do and when you
 15 don't. Is there anything else that you either don't
 16

17 or can't do now that you did before your incident?

18 A. I can't work. I gave up a job that I
19 loved. I planned on staying until 65.

20 Q. Okay.

21 A. I can't do that. And I --

22 Q. What kind of problems were you having at
23 work, if any?

24 A. Not trusting anybody. Anybody strange
25 that walked in the front door of the bank would

0135

1 scare me. Leaving, coming and going in the mornings
2 and at night, sometimes it would be dark when it
3 would be time to go and I would have panic attacks.
4 Trying to concentrate on being a supervisor, I just
5 felt like my whole life had been turned upside down.
6 It's really hard to supervise young girls when I
7 couldn't even get myself together.

8 Q. How about your job performance, were you
9 still able to perform? I mean, I know you felt --

10 A. Not very well. I made some careless
11 mistakes and just didn't feel good anymore, didn't
12 enjoy it anymore. All I wanted to do was curl up in
13 a hole.

14 Q. What was your salary at the time that you
15 left?

16 A. Around 30,000 a year. It varied because I
17 traveled a lot with the bank. And when I traveled
18 and went to other states to help out I made a lot
19 more, but, thank God, that didn't come up.

20 Q. Have you looked for any other jobs that
21 might be a change of pace, something you would
22 enjoy, since leaving the bank?

23 A. I tried. I tried. I went to Roper
24 Temporary Service, which is who got me started in
25 banking in the first place. I started off with them

0136

1 with Lexington State Bank as a temporary with them.
2 For four years I worked before. So I went back to
3 them, told them my story, which they had already
4 knew, and I said, "So please put me in places that I
5 feel comfortable, but I need to work. Financially
6 and emotionally I need to work."

7 I tried. I really did. I tried really
8 hard. And the last assignment I had was -- I had
9 been there for three or four weeks and I was
10 sitting -- I was the front desk receptionist. And

11 it was after 5:00 and I was cleaning up my desk to
12 get ready to leave and three men that I didn't know
13 walked in the front door and I screamed and I got
14 hysterical. And they were employees.

15 Q. And where was this again?

16 A. Something Printing. It's a printing
17 company in West Columbia. Wentworth. Wentworth
18 Printing. I was so embarrassed and so humiliated
19 that I screamed at these men and got hysterical and
20 they both worked in the back. And that place was
21 open 24 hours a day, the front office wasn't, but
22 they did work. And by the time they got me calmed
23 down and I got out of there I had to call Roper and
24 say, "I can't do this. This is not -- I'm
25 hyperventilating going to work every morning. I'm
0137

1 doing that coming home because I had to drive so far
2 away." They did try to send me a couple other
3 places and I tried a job assignment in Chapin and I
4 got there and couldn't get out of the car.

5 Q. This was all through this Roper Temp
6 Agency?

7 A. Roper Temporary Service.

8 Q. Temporary Service?

9 A. I just finally had to call them and tell
10 them that I just couldn't do it.

11 Q. Did your bank -- did BB&T when you left
12 have any sort of early retirement system --

13 A. Yes.

14 Q. -- or something?

15 A. That's what they let me do. I wanted to
16 quit. I just wanted to walk away and quit. And
17 they said since I had 20 years in that I could
18 retire with partial benefits and, you know, they
19 would help me do that. So they helped me. I ended
20 up having to stay ten more -- or stay ten months
21 after the incident to get -- you know, make sure
22 everything was okay. And that's what I did instead
23 of quitting.

24 Q. And for someone who, you know, is not at
25 retirement age or anything any time soon, what did
0138

1 it mean for you to get early retirement? Does that
2 mean you can start drawing certain vested benefits
3 or something?

4 A. I do. I do. I didn't get the full amount

5 that I would have gotten if I stayed until I was 65.

6 Q. Did you have plans to retire at 65?

7 A. Yes, I did.

8 Q. So if this incident had not happened, you
9 would have worked till about 65?

10 A. Probably even longer because I loved it.
11 I absolutely loved my job.

12 Q. Are you claiming any medical bills as part
13 of what I call your economic, your actual damages?
14 Are you claiming any medical bills?

15 A. No. The bank took care of all of that for
16 me.

17 Q. And you're claiming you can't work
18 anymore. So I think you've testified that your
19 salary when you left was about \$30,000 a year; is
20 that right?

21 A. Right.

22 Q. Was that salaried or by the hour?

23 A. It was by the hour.

24 Q. Okay. Do you recall what you made by the
25 hour?

0139

1 A. No, I don't.

2 Q. Like I said, math was never my strong
3 suit.

4 A. Me either. I never looked at my pay stub.
5 Whatever they gave me I took. So I don't know.

6 Q. When you went back to work after your
7 incident was your salary the same? Did you take --
8 was your salary the same or did you take any
9 increase or decrease or any impact?

10 A. It was the same.

11 Q. Okay. Did you receive any demotion or
12 anything when you went back?

13 A. No.

14 Q. Were you cited for any problems or
15 anything when you went back?

16 A. A couple of times.

17 Q. What were the problems?

18 A. Cashing a bad check. I think one time I
19 got wrote up for not putting a proper hold on a
20 deposit, things that I should have known better and
21 would have known better.

22 Q. Had those kind of things ever happened
23 before?

24 A. Yeah.

25 Q. Did you ever have any discussions with
0140
1 your supervisor at work about your ability to work,
2 that kind of thing?
3 A. Yes.
4 Q. Who was that?
5 A. Karen Metts was one of them. Diane Brewer
6 was another. Michelle Pilcher, who was my manager
7 at the time, we talked.
8 Q. In terms of your compensation, was any of
9 it ever tied to any bonuses or anything like that,
10 any bonus compensation?
11 A. Yes.
12 Q. How did that work?
13 A. Every time I worked on a merger, which I
14 would go to a bank that we bought in another state,
15 there was a bonus for every time we went.
16 Q. Has there been any kind of merger since
17 your incident?
18 A. No. There was nothing.
19 Q. Did you get the money that you withdrew
20 from the ATM back from your bank?
21 A. Yes, I did.
22 Q. So you're not missing any money as a
23 result of the incident from your personal funds?
24 A. Right.
25 MR. COMER: I'll tell you what.
0141
1 Let's take a five-minute break.
2 (A recess transpired.)
3 BY MR. COMER:
4 Q. Back on the record. But, Ms. Wright, I've
5 asked you a lot of questions about documents and
6 your memory and so forth. Have you -- do you use
7 E-mail?
8 A. Yes, I do.
9 Q. What is your E-mail address?
10 A. TWright1020@aol.com.
11 Q. Have you sent any E-mails about this
12 incident to anybody other than your counsel?
13 A. To Amber to get the pictures, which I
14 found out she had some pictures. I did send her an
15 E-mail and ask her to E-mail them to him for me
16 because I don't know how to do pictures on the
17 computer.
18 Q. Do you still have that E-mail in your sent

19 items?

20 A. You know what? When my son-in-law
21 upgraded my computer for me he said he took
22 everything off of that. I don't know. He would
23 know if it's there. So I really don't know.

24 Q. I'll follow up with your counsel, but
25 would you look for me?

0142

1 A. I will.

2 Q. Just see if you have any E-mails.

3 A. If it's still on file.

4 Q. Sure. And by the same token, if you'll
5 look and just see if there's any other E-mails
6 relating to --

7 A. To this case?

8 Q. -- this incident. Yes, ma'am. Do you
9 keep copies of your tax returns?

10 A. Yes, I do.

11 Q. Do you have copies now?

12 A. There's like three years there that I
13 don't have because nobody told me when you do
14 TurboTax you have to put the thing to save it in a
15 file or some folder somewhere. I didn't do that. I
16 just printed it. So there's like three years in
17 there that I don't have.

18 Q. Okay. And I'll follow up with your
19 counsel about this. I don't -- I think we've asked
20 for that. We haven't received it yet. I'll follow
21 up with your counsel, but if you would provide it to
22 him, I would appreciate that.

23 A. Okay.

24 Q. Going back to when you were riding around
25 in your car. You mentioned they made fun of your

0143

1 cell phone. Were these guys ever using your cell
2 phone to make any of these calls?

3 A. No. No.

4 Q. I think in the interrogatories and also in
5 your testimony you indicated that you were told that
6 SCE&G had responsibility for that lamp out in front?

7 A. The light pole.

8 Q. Do you think that they should have done
9 anything to prevent this incident, SCE&G?

10 A. Not really because it was on Wellspring's
11 property. I didn't really think about that.

12 Q. Okay. How about -- and as I ask these

13 questions I'm asking you to assume that what you
14 were told is true, which is that SCE&G had
15 jurisdiction, for lack of a better word, over the
16 light and that the POA had authority over the
17 bushes. If you assume that is true, do you think
18 that the POA should have done anything to prevent
19 this incident?

20 A. And what does POA mean?

21 Q. I'm sorry. The Harbison Property Owners
22 Association or the Harbison Community.

23 A. No.

24 Q. So you don't think they should have done
25 anything about the bushes?

0144

1 A. No. It was on Wellspring's property.

2 Q. Okay. So even if Wellspring had no
3 control over it, you don't think the Community
4 Association bears any fault?

5 A. It's a big enough complex that they should
6 have been able to say, "Look here, guys. We need to
7 protect our people." No, I never thought about
8 that.

9 Q. I've asked you about E-mails. Have you
10 sent, other than your counsel, any written letters
11 or any written documentation of this incident to
12 anybody?

13 A. Not that I can think of offhand, no.

14 Q. Do you have an understanding as you sit
15 here today -- I know you said the bank took care of
16 your counseling fees. Have you ever seen a
17 statement as to what those fees would be if you had
18 to pay for them?

19 A. No.

20 Q. So you don't know what the amount --

21 A. No, I don't know.

22 Q. Okay.

23 MR. COMER: I think that's all the
24 questions I have. I greatly appreciate your
25 patience.

0145

1 THE WITNESS: Thank you.

2 EXAMINATION

3 BY MR. RIDGEWAY:

4 Q. I've just got two quick questions for you.
5 The bank paid for the counseling, correct?

6 A. Right.

7 Q. Was the counseling necessary because of
8 this event?
9 A. Yeah. It was a requirement of the bank.
10 I couldn't come back to work if --
11 Q. But you don't -- you don't know what the
12 counseling costs?
13 A. No, I don't.
14 Q. Okay. Earlier you said you felt like you
15 had been deceived by the apartment complex. Is that
16 what you said?
17 A. Yes, I did.
18 Q. And then later you said you didn't feel
19 like you had been treated unfairly. Do you remember
20 saying that?
21 A. Yes.
22 Q. Do you think that when somebody deceives
23 you they also treat --
24 A. Unfairly, yes. You're right.
25 Q. Let me finish my question. When they
0146
1 deceive you they are also treating you unfairly? Is
2 that what you believe?
3 A. Yes.
4 MR. RIDGEWAY: That's all I've got.
5 RE-EXAMINATION
6 BY MR. COMER:
7 Q. And one quick follow-up. Other than the
8 counseling, and I think I asked and you answered
9 this, there isn't any other sort of medical
10 treatment relating to this incident?
11 A. No.
12 MR. COMER: Okay. That's it.
13 RE-EXAMINATION
14 BY MR. RIDGEWAY:
15 Q. Ms. Wright, the only question I have, was
16 there any sort of -- I understand this Linda, and I
17 can't pronounce her last name, at Barabas?
18 A. Uh-huh.
19 Q. She was somebody that the bank was
20 associated with?
21 A. Right.
22 Q. All right. Was there any sort of
23 counseling that you went through that Richland
24 County Sheriff's Department Victim's Advocate
25 Program had put you through?
0147

1 A. Yes.
2 Q. And who was that with?
3 A. Wendy. Her name is Wendy and it was with
4 the Lexington County Mental Health.
5 Q. Okay. So the counseling medical expenses,
6 if you will, that we're talking about are the Linda
7 lady at Barabas and then whoever you just said at
8 Lexington County?
9 A. That's correct.
10 MR. RIDGEWAY: That's all I've got.
11 Further Deponent sayeth not.
12 (Whereupon, the taking of the
13 deposition was concluded at 1:02 p.m.)
14
15
16
17
18
19
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24
25
0148

1 Certificate of Reporter
2

3 I, Brad H. Thomas, Certified Realtime
Reporter and Notary Public in and for the State of
4 South Carolina, do hereby certify that I reported
the deposition of DENISE WRIGHT on the 16th day of
5 April, 2012; that the witness was first duly sworn
by me, and that the foregoing 147 pages constitute a
6 true and correct transcription of the said
deposition.
7

8 I further certify that I am neither
attorney nor counsel for, nor related to or employed
9 by, any of the parties connected with this action,
nor am I financially interested in said cause.

10 I further certify that the original of
said transcript shall be hereafter sealed and
11 delivered to BRIAN A. COMER, ESQUIRE, Collins &
Lacy, P.C., 1330 Lady Street, Suite 601, Columbia,
12 South Carolina 29211. This sealed original

transcript shall be retained by the above party, who
13 shall be responsible for filing same with Court
prior to trial or any hearing which might result in
14 a final order on any issue.

15

16 In witness whereof I set my hand and seal
this 23rd day of April, 2012.

17

18

19

Brad H. Thomas, CRR

20 My Commission and Notary Public for the
expires 12/12/17 State of South Carolina

21

22

23

24

25

EXHIBIT 3

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

)

)

)

AFFIDAVIT OF SHAWN HOWLAND

PERSONALLY APPEARED BEFORE ME, the undersigned, who after being duly sworn, hereby deposes and states as follows:

1. My name is Shawn Howland and I am a resident of Spartanburg County, South Carolina.
2. The matters set forth in this affidavit are based upon my personal knowledge.
3. This testimony is being freely given.
4. During 2007 and 2008 I was the owner and operator of H&S Landscaping. My company provided landscaping services for commercial properties, including apartment complexes.
5. In approximately May of 2007, I began to provide landscaping services for Wellspring Apartments located on Harbison Boulevard in Columbia, SC. I maintained this property until approximately October of 2008.
6. During the time that I provided landscaping services for this complex I had numerous conversations with property manager, Karen Campbell regarding overgrown shrubbery on the property, including but not limited to shrubbery located near resident buildings. See attached Exhibit "A", which I understand are the shrubs as they appeared on the morning of September 19, 2008 at Building 2210. It is also my understanding Denise Wright resided in that building.
7. The shrubbery condition shown in Exhibit "A" is representative of the shrubbery throughout the Wellsprings complex.
8. Prior to September 19, 2008, I was approached on numerous occasions by residents of Wellsprings with requests that I prune shrubbery surrounding their building. In response to those requests, I would approach the Wellsprings management, including Karen Campbell, and explain that the condition of the shrubbery posed safety and security hazards for the residents and that the shrubbery was in need of major pruning.
9. Despite my recommendations to improve the safety and security for the residents, Karen Campbell, property manager, informed me that the shrubbery maintenance I proposed was not in the budget for Wellsprings Apartments and I was to only perform the services in my contract, attached as Exhibit "B".

10. The maintenance and trimming of shrubs set forth in my contract with Wellsprings was of a minimal nature and not sufficient to maintain the property in a safe and secure manner with respect to landscaping issues.

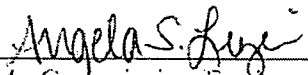
11. This affidavit does in fact reflect my testimony on this matter.

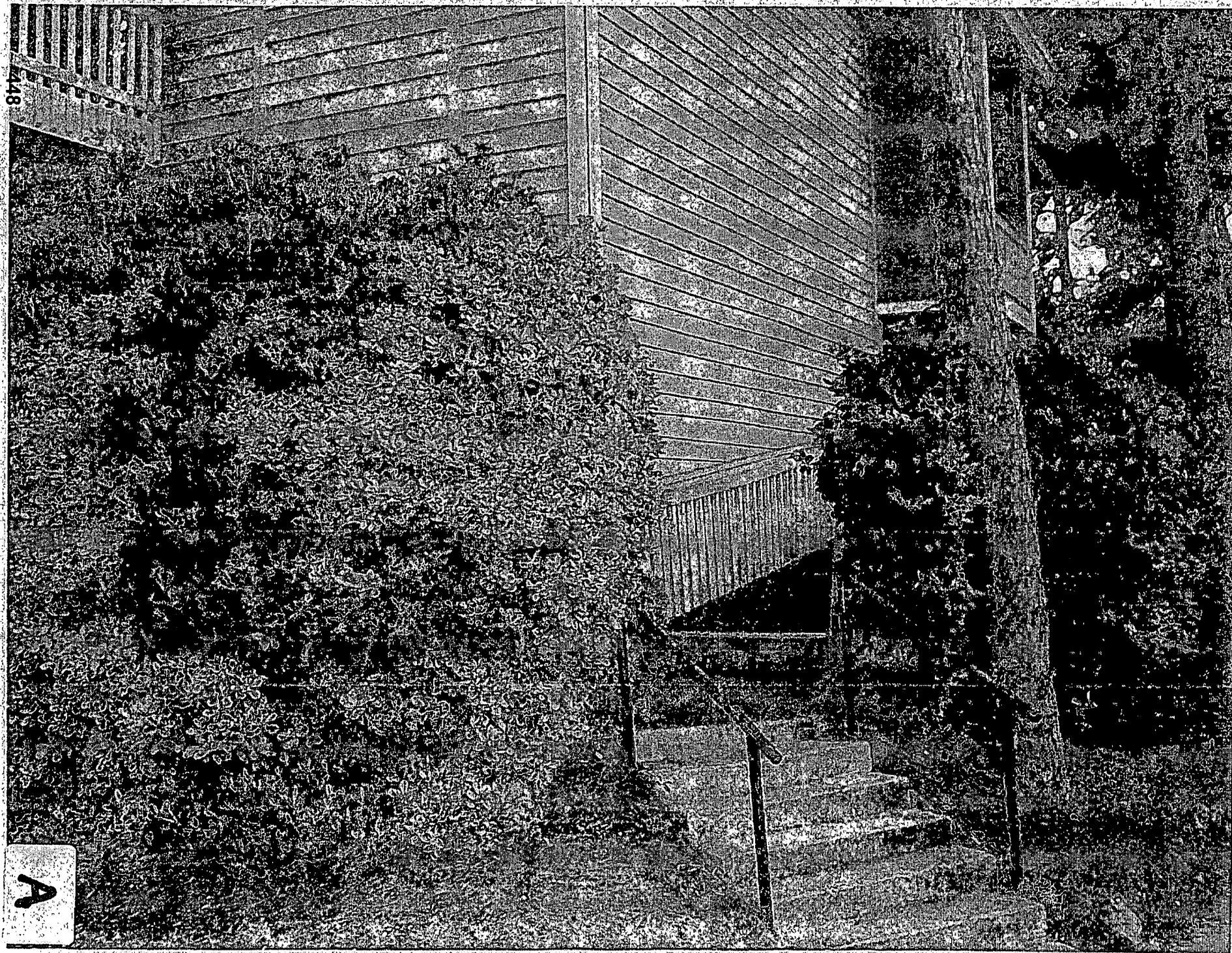
FURTHER, THE AFFIANT SAYETH NAUGHT.


Shawn Howland

Sworn to before me

this Sept. 11 2012.


My Commission Expires: August 23, 2014



Maintenance Contract

PRG Real Estate dba Wellspring

Weekly services include:

- Cut and maintain grass at the proper height
- Edge all curbs and walkways on as needed basis
- Weed eat around buildings, sidewalks, fences, flower beds and driveways
- Remove and dispose of trash found on property while working
- Fallen and low hanging limbs will be removed and disposed of
- Fallen limbs due to bad weather will be removed as soon as possible
- Shrubs will be trimmed and shaped as needed
- Spraying weeds with Round Up at least every six weeks
- Roadways, sidewalks, entrances, breezeways and parking areas will be blown off to remove debris

Other services included in this contract:

- Pine straw installation in October (at extra cost)
- Fertilize turf in spring
- Seed as needed in spring and fall

Other services not included in this contract:

- Flower installation
- Aeration
- Mulch/ pine-needle installation
- Installing plants/ shrubs
- Removing plants/ shrubs/ small trees
- Pressure washing
- Other services not limited to landscaping available upon request

This contract is based on a 7 month period from May 1, 2007 and ending November 30, 2007. This contract may be terminated by written thirty day notice including reason for termination. H&S maintenance will provide PRG Management with proof of insurance. Work lost due to bad weather will be rescheduled to comply with the contract.

Monthly Quote- \$1950

Client Signature

Karen Campbell

Date

5/2/07

H&S Maintenance

Shawn White

Date

5-2-07

EXHIBIT 4

Harbison Neighborhood Trails (Columbia, SC)

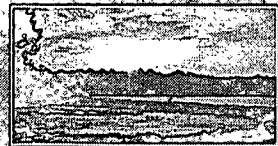


EXHIBIT 5

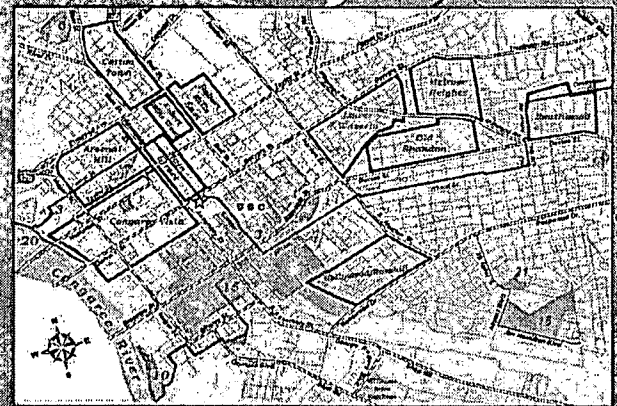
Richland County Trails

FROM A PRESS KNEES AND MOSS-DRAPED TREES to mount in laurel and rock strewn creeks, Richland County has an abundance of wonderfully diverse natural places awaiting exploration. This map will help you find ancient sand dunes, towering pines, the head of a banded owl at a quiet place to converse with nature.

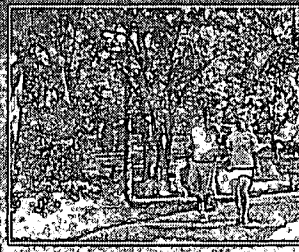
Although technically not a swamp, Congaree National Park floods often enough to look and feel like a swamp with all the beauty and mystery that word evokes. Champion live oaks and abundant wildlife beckon the Sunday afternoon stroller and the serious hiker.



EVERYONE LOVES THE WATER. Whether it's the flood and Congaree rivers or the lake at Sikee, the beauty of Finley, creeks at Harbison and Belzer, or the pond at Hampton Park, water encourages a slower pace and time for reflection.

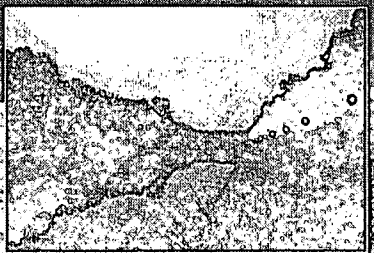


WISH YOU COULD WALK OUT YOUR BACK DOOR and be on a trail? Check out Harbison Community with over 15 miles of pathway running through neighborhoods with playgrounds scattered throughout. Mayor would like to learn about the plants and ecosystems of the Midlands. Belzer Arboretum is a sanctuary for 10 biosphere communities of plants and animals. The Conservation and Education Center provides an outdoor classroom focus on our natural resources while Harbison Environmental Education Center concentrates on forest ecosystems.

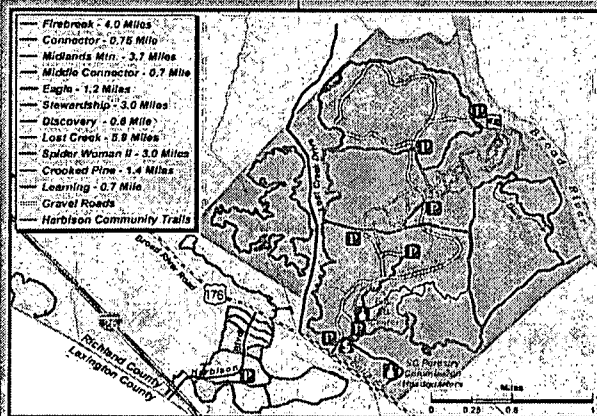


EVER WONDERED ABOUT THE ARCHITECTURAL GEMS in Columbia or what famous person lived in that house? Historic Columbia has the answer with self-guided walking tours of 10 downtown neighborhoods. If you're looking for exercise, you'll find plenty of companies at Riverfront Park on the running and walking paths from downtown to the downtown. The new multi-use trail at Riverfront Park waters along historic station. Day walkers and joggers are plentiful at Riverfront and Guilford Parks.

THE DIVERSITY OF TRAIL OPPORTUNITIES is varied in the county. Surprises abound like the new trails at Denny Leavick and Watson's Botanical Center. Richland County Conservation Commission invites you to explore the county and discover your favorite place. All you have to do is pick up your walking shoes.



1. Belzer Arboretum, 6 mi. Finley Ave. and Greenwood Rd., Columbia. Open Thurs-Sat. 10am-4pm. (803) 727-4141. www.belzerarboretum.org
2. Town of Blythewood (unimproved trail) 171 E. Main and 8th St. Blythewood. (803) 727-4141
3. Crystal City Passage, Palmetto Trail 22.5 mi. near Belzer Arboretum. (803) 727-4141
4. Congaree National Park (see list)
5. Denny Leavick Park, 27 mi. path, 1000 sq. ft. Congaree National Park. (803) 727-4141
6. Denny Leavick Park, 27 mi. path, 1000 sq. ft. Congaree National Park. (803) 727-4141
7. Denny Leavick Park, 27 mi. path, 1000 sq. ft. Congaree National Park. (803) 727-4141
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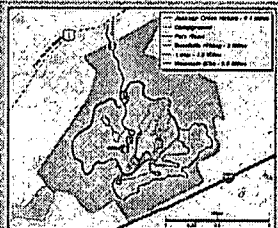
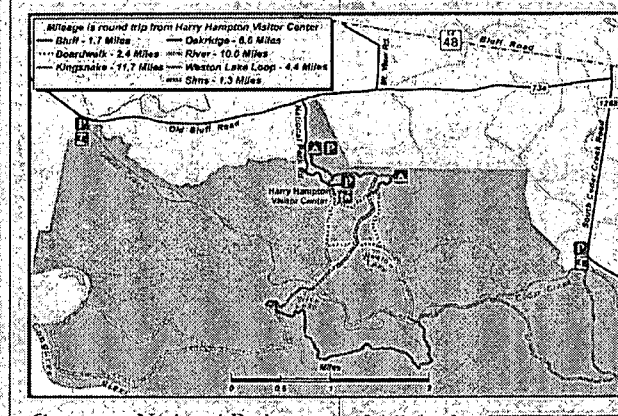
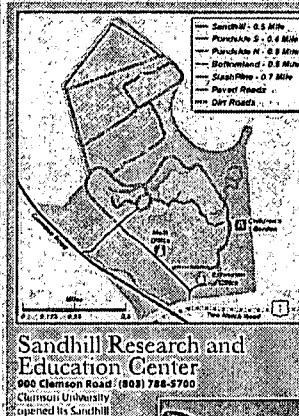


Harbison State Forest
5600 Broad River Road (803) 896-4890

Only nine miles from downtown Columbia, Harbison State Forest is managed primarily for natural resource education and recreational purposes. Various forestry practices are demonstrated throughout the 2177 acres and 4 outdoor classrooms encircle the Environmental Education Center. With so many trails, Harbison is a favorite with mountain bikers, hikers, and trail runners.

Trails: 25 miles on 11 trails; range is easy to difficult.
Fees: \$5 daily parking pass; \$55 annual pass; pay at fee station at each parking area.
Gate open 9-4:30, June, July, Aug. weekends 9-6:30. Front parking area open to dusk.
Canoe landing on the Broad River; float plan must be filed.
Amenities: picnic tables, restrooms, rental facilities, interpretive signs.

<http://www.state.sc.us/forest/harbison.htm>
<http://www.hlenstohd.org>



Sesquicentennial State Park
9564 Tule Wagon Road (803) 788-5700

Sesquicentennial State Park was built by the Civilian Conservation Corps in the 1930s and given to the city of Columbia to celebrate its 150th (sesquicentennial) birthday. Located in the middle of the Sandhill region, the 141-acre park is surrounded by suburbs, providing welcome green space and a beautiful 30-acre lake for its many neighbors.

Trails: 5.5 miles hiking on 3 trails; 5 miles mountain biking

Entrance fee: \$2 adults, \$1-25 SC seniors; age 15 & younger free.
Open 8am-6pm, 7am-9pm during Daylight Saving Time.
Amenities: picnic tables, restrooms, campground, dog park (permitted), mid 1700s restored log cabin, interpretive nature programs, ropes course, rental facilities.

www.southcarolinaparks.com/park-finder/state-park/469.aspx

Harbison Community
106 Hillpine Road (803) 781-2281

Columbia's first planned community. Harbison was designed with over 13 miles of paved pathways weaving through neighborhoods, natural areas and around two lakes.

Trails: 2.9 miles east of I-26; 2.4 miles west.
Amenities: picnic tables, playground.
Detailed map available at Harbison Recreation Center, 106 Hillpine Rd.

<http://harbisoncommunity.com>

Sandhill Research and Education Center
900 Clemson Road (803) 788-5700

Charmion University opened its Sandhill facility in 1926 to conduct agricultural research and provide extension services. Now the focus is on economic and community development, conservation, and sustainability. The 630-acre facility is home to several ecological systems that include longleaf pine and hardwood pocosin.

Trails: 3.6 miles on 5 trails; extensive dirt road system that is open only to foot and bicycle traffic allows lengthy connections.
Open dawn to dusk.
Environmental Themed gardens: Children's Garden, Carolina fence garden, Butterfly garden, Backyard Wildlife Habitat.
Conservation Station.
Farmers Market: May-Oct. Tuesdays 2:30-7pm.
Amenities: picnic tables, ponds, rental facilities, interpretive signs.

www.clemson.edu/public/rec/sandhill

Congaree National Park
100 National Park Rd. Hopkins (803) 776-4396

Congaree is South Carolina's only national park and protects the largest remnant of old-growth bottomland forest remaining in the United States. It is a dynamic floodplain ecosystem with incredible biodiversity, including state and national champion trees. Much of the park's 27,000 acres is congressionally designated wilderness and provides opportunities for solitude and backcountry recreation.

Trails: 36 miles on 7 trails; 2.4 miles on ADA accessible boardwalk; dogs allowed on all trails except the boardwalk and must be on a leash; bicycles not allowed.
Harry Hampton Visitor Center open 8:30-5, until 7 pm Fri.-Sun. during daylight saving time; park open 24 hours/day, all year.
Primitive camping - must register for free backcountry permit.
Cedar Creek canoe trail; ranger guided canoe trips by reservation.
Amenities: ranger-led hikes, restrooms, fishing, picnicking.

www.nps.gov/cong

For more information, contact:

Richland County Conservation Commission
1025 Lexington Drive, Room 106A
Columbia, SC 29201
(803) 726-2081
www.richlandcounty-sc.gov

City of Columbia Parks & Recreation
1625 Columbia Ave.
Columbia, SC 29201
(803) 416-1000
www.columbiaparks.com

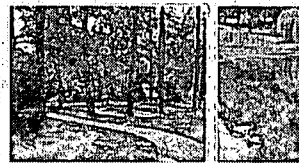
Richland County Recreation Commission
200 Shakerway Road
Columbia, SC 29201
(803) 782-1237
www.richlandrecreation.com

Palmetto Conservation Foundation
725 King Street
Columbia, SC 29201
(803) 771-6100
www.palmettoconservation.org

River Alliance
1501 Rosemont Drive
Columbia, SC 29210
(803) 561-1209
www.riverallianceinfo.org

Covered phant counties of Richland County.

Produced by Palmetto Conservation Foundation for Richland County Conservation Commission Mapping by Steve Colburn



Riverfront Park
312 Laurel Street (803) 545-3100

Columbia's favorite walking place is along the canal embankment on the Congaree and Broad Rivers. The park stretches from Central Street to the Broad River, Division Dam and the locks of the Columbia Canal with a paved path for bikers and scooters, a soft trail for runners, and a beautiful shady walk along the river.

Trails: 4.2 miles on 2 trails.
Open: 6am-9pm.
Amenities: picnic tables, restrooms, interpretive signs, lighted paths, emergency call boxes.
Parking: North end - take gravel road off River Road at the Broad River Bridge; South end - Laurel Street behind AT&T building.
www.columbiacsc.net/parkandrec
www.riverallianceinfo.org/riverwalkpark.htm

Historic Walking Tours

Historic photos and forgotten facts come together in a series of beautiful brochures that provide fascinating architectural and cultural tours of 11 Columbia neighborhoods. Created by Historic Columbia Foundation, the brochures with fold-out maps may be picked up at the Foundation's office and at the Columbia Visitors Bureau. Some of the brochures will not be ready until late 2010.

Main Street
Congaree Vista
Robert Mills East
Robert Mills West
Arenal Hill
Cottontown
Lower Waverly
Hollywood/Rose Hill
Midtown Heights
Old Shandon
Hearthwood

Historic Columbia Foundation
1601 Richland Street
(803) 252-7742
www.historiccolumbia.org

Columbia Visitors Bureau
1101 Lincoln Street
(803) 545-0000
www.columbiavb.com

Exploring Richland County on Foot



Port Jackson Passage of the Palmetto Trail

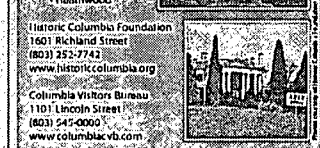
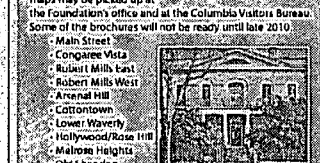
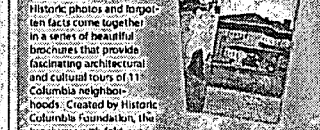
Port Jackson, established in 1917 to train soldiers for World War I and named for Andrew Jackson, native son of the Palmetto State is the Army's largest basic training installation. The Palmetto Trail runs along the southern border of the \$2,000-acre base, through sidewalks in the cantonment area and out in Gate 1. Through pines, upland and bottomland

hardwoods, and red cockaded pecker habitat, the trail offers a shady path for hikers, mountain bikers, and trail runners.

Access: All trail users must have a government-issued ID (i.e. driver's license) with them. Driving access to the Port is through Gate 2 on Forest Drive. Drivers must show car registration and proof of auto insurance. From Strom Thurmond Blvd. turn right onto Marion and follow that to the traffic circle near Gate 1 where there is a sign for Palmetto Trail parking. Walkers

and cyclists may enter all gates with ID. Recommended access: From Leesburg Road, turn onto Semmes Road, Gate 5. The trailhead is on the right before the gate. Trail users MUST notify the guards they will be on the trail so they can be added to the log. There is no designated parking at the east end of the trail.

Off road trail mileage: 12.5 miles (803) 771-0870 www.palmettotrail.org



Exploring Richland County on Foot

EXHIBIT 6

Page 45

1 definitely a crime deterrent.

2 Q. What about when you have, like, in this

3 particular apartment complex, if you have over grown

4 shrubs that impede your eyesight and stuff, places to

5 hide, is that the kind of thing that -- it's almost

6 like an invitation to criminals?

7 MR. COMER: Objection. You can answer.

8 A. Yes, it is. We --

9 Q. And -- I'm sorry, go ahead.

10 A. Yeah, we usually encourage people to like,

11 you know, trim the trees back and stuff and take care

12 of all the excessive, you know, just shrubbery and

13 all that 'cause if it's blocking windows or anything

14 like that, that's -- that's definitely inviting

15 criminals to do, like, burglaries and so yeah,

16 definitely.

17 Q. And have you ever lived in an apartment

18 complex?

19 A. I have.

20 Q. Have you ever heard of the term courtesy

21 officer or gotten a price break on your rent because

22 of living there?

23 A. Yes -- yes, I have.

24 Q. And where were the apartments where you've

25 lived where that occurred?

Page 47

1 A. Yeah, Broad River Road is a high crime

2 area, however, Harbison, I can't say it's a high

3 crime area.

4 Q. Okay.

5 A. I'd say it's average.

6 Q. But when you have -- whether it's a high

7 crime area or an average area, if you have poor

8 lighting, over grown shrubs, officers that are not

9 walking around an apartment complex, that can be

10 something that can lead to increased crime, right?

11 MR. COMER: Objection. Form.

12 A. Yeah.

13 Q. Now, have you driven around other apartment

14 complexes in that particular area?

15 A. I have.

16 Q. Now, are you aware that in this particular

17 apartment complex that they have a path in Harbison,

18 like a green way or something, and it has an opening

19 in the fence that allows anybody to come in and out

20 of that apartment complex?

21 A. I know the -- I know the Harbison trails, I

22 believe they go to the back of the apartments.

23 Q. Right.

24 A. And they're -- I don't believe there are

25 any fences or anything because the trails -- they're

Page 46

1 A. No. I lived in an apartment -- when I

2 lived in an apartment, I was not a courtesy officer,

3 --

4 Q. Okay.

5 A. But I know what courtesy officers do.

6 Q. Okay.

7 A. Is that your question, or?

8 Q. Yes.

9 A. Yeah, the courtesy officer -- I mean, some

10 apartments, they just want to see a patrol car in the

11 parking lot --

12 Q. Sure.

13 A. -- and just like a presence of law

14 enforcement and the courtesy officer you see, you

15 know, he lives there, his car parked in the parking

16 lot majority of the time if he's not working, he

17 usually, occasionally, just walk around the parking

18 lot, walk between the buildings and stuff and --

19 Q. To create a presence.

20 A. Right.

21 Q. And that's another thing that would deter

22 criminals, right?

23 A. Right.

24 Q. And now, in this area, you said the Broad

25 River Road area, it's a high crime area, right?

Page 48

1 open to the parking lot, there are no fences as far

2 as I know.

3 Q. So anybody can come and go out of that

4 apartment complex?

5 A. Yeah, I mean, there is no gate or anything.

6 Anybody can come and go.

7 Q. Now, in regard to the documentation, you've

8 talked about this is your documentation --

9 A. Yes.

10 Q. I just want to briefly go over some of the

11 questions that Mr. Comer talked about. I want to go

12 generally, then go specifically to this specific

13 person, okay?

14 A. Yes.

15 Q. Generally, when you get a call and you to

16 go talk to somebody, you'll get a call -- does it

17 come in from 9-1-1, do they call you over your radio?

18 A. Yeah, dispatcher will call us over the

19 radio.

20 Q. And then once you get that, then do you

21 tell them I will respond to this call and then you'll

22 go to that particular address?

23 A. Yes.

24 Q. And in this particular case, you would have

25 gotten a call from dispatch and then you would have

EXHIBIT 7

Page 9

1 Q And when you have the Harbison Walking Trail, it --
 2 it had a -- an opening at the fence, right? I
 3 mean, where it came into the property, and then you
 4 could -- you could continue on that trail down the
 5 backside of your property?
 6 A Yes. We were a part of Harbison Community.
 7 Q Right.
 8 A Yes.
 9 Q And -- and -- and they could even -- there's a pond
 10 back there, right?
 11 A Yes.
 12 Q And -- and so anybody could come into -- to this
 13 apartment complex, right?
 14 A Correct.
 15 Q Okay. And so, you know, there're some where you
 16 have apartment complexes and they're completely
 17 fenced, and -- and they have gates and all that
 18 kind of stuff. And in that situation you can have
 19 a little more expectation of privacy than one where
 20 anybody can come in, right?
 21 MR. COMER: Objection: form.
 22 A I don't agree with that.
 23 Q You don't agree with that?
 24 A No, I don't.
 25 Q So it's -- it's your opinion as an apartment

Page 10

1 manager and as having received a license that
 2 anybody can come in to any apartment complex at any
 3 time?
 4 A Yes.
 5 Q Okay. So, now, in 2008 you resigned from PRG,
 6 didn't you?
 7 A Yes, I did.
 8 Q Okay.
 9 MR. HOOD: Let's have this marked as Exhibit
 10 1.
 11 Plaintiff's Exhibit No. 1, E-mail
 12 correspondence in reference to "Letter of
 13 Resignation" from Karen Campbell.
 14 Q And there're going to be documents that we're going
 15 to, just for the record, and -- and -- I'm going to
 16 put it on the record. There're going to be
 17 documents that are going to be marked as
 18 confidential in this.
 19 A Okay.
 20 Q And -- and I will attest to you that the documents
 21 that are marked as "confidential" in this are
 22 confidential between Brian and I, and we're going
 23 to have a judge make sure that he -- he does a -- I
 24 mean an order for that, and they will not be
 25 provided to anybody other than the people that

Page 11

1 we've agreed they can be provided to.
 2 A Okay.
 3 Q Okay?
 4 A Sure.
 5 Q Here's a copy of this, and this is marked as
 6 Plaintiff's Exhibit No. 1. And Plaintiff's Exhibit
 7 No. 1 looks like an e-mail to Pamela Penny, Pamela
 8 Williams, Bob Dominy, Steven Berger, and subject,
 9 Letter of Resignation, sent Wednesday, 11/19/2008
 10 at 10:33 p.m. Do you see that?
 11 A Yes, I do.
 12 Q Okay. And it says, "To Whom it May Concern, Please
 13 except this letter of resignation effective
 14 immediately." Do you see that?
 15 A I do.
 16 Q Okay. And then it goes on to say why you were
 17 resigning, right?
 18 A Yes.
 19 Q I'm looking at the -- the last two paragraphs where
 20 it starts with "With the past budgets. . . ."
 21 A Okay.
 22 Q Do you see that?
 23 A I do.
 24 Q Okay. This was your e-mail that you sent, wasn't
 25 it?

Page 12

1 A Yes.
 2 Q Okay. And could you read me the one -- the -- the
 3 paragraph that -- you can read it out loud -- that
 4 starts with "With the past budgets. . . ."?
 5 A "With the past budgets I have proposed to have our
 6 air ducts cleaned to address complaints of mold
 7 issues given by residents. This proposal was cut
 8 due to cost. There have been other concerns I have
 9 proposed, but have been denied due to budget
 10 constraints. I take resident concerns very
 11 personal and to heart. I have looked into cost
 12 effective ways to address resident concerns, but
 13 are unable to do so with such an aggressive
 14 budget."
 15 Q If you could now read me the second -- the one
 16 under -- the sentence underneath that.
 17 A Okay. "It's a shame that it takes a mass letter to
 18 our residents to have their concerns addressed by
 19 upper management when I have been bringing these
 20 concerns to their attention for years."
 21 Q Okay. Now, you had your deposition taken in a case
 22 before this, didn't you?
 23 A I did.
 24 Q And in that one you said you didn't know about this
 25 -- this mass letter that was sent out before your

Page 17	Page 19
1 Q Just to yourself. Just to yourself. 2 A Okay. (Complies.) 3 MR. COMER: (To Mr. Hood) Did you mark this 4 as Exhibit -- 5 MR. HOOD: That was Exhibit 3. 6 MR. COMER: Okay. Thanks. 7 MR. HOOD: The -- the diagram was Exhibit 2, 8 and that's Exhibit 3. 9 MR. COMER: I see. 10 Q Have you had an opportunity to read Exhibit 3? 11 A Yes, sir. 12 Q Now, in that affidavit it appears that Ms. Davis is 13 saying that she had complained about the shrubs 14 being too high and overgrown for a long period of 15 time, and she even had to have her father come out 16 and -- and -- and address the shrub issues because 17 it wasn't addressed by Wellspring. You saw that in 18 her affidavit? 19 A I read that, yes. 20 Q Okay. Now, is that true? 21 A She did not come in the office and speak to me 22 regarding lighting and shrubbery. 23 Q Okay. And if she had spoken to you, what would 24 have occurred? 25 A As far as light, we provided light. There was	1 A It would depend on what they did on the property. 2 If -- 3 Q Right. And if the budget -- it was not in the 4 budget to do that extra, then they were told not to 5 do it, weren't they? 6 MR. COMER: Objection. 7 A No. 8 Q Okay. So these budget issues that you're talking 9 about -- 10 A Uh-huh. 11 Q What are you talking about that have been going on 12 for years? 13 A As far as the budget, that was other things on the 14 property: new appliances, carpet, updating of 15 interior units. 16 Q Okay. Okay. So it had nothing to do with 17 lighting, shrubbery, security, or anything else? 18 A No. 19 Q Well, you also had -- you also had courtesy 20 officers there, right -- while you were there? 21 A From time to time, we did. 22 Q And when you had courtesy officers there, they were 23 supposed to walk the property two hours a day, and 24 they were supposed to fill out a daily report and 25 hand it in to you, weren't they?
Page 18	Page 20
1 breezeway light; there were SCE&G -- SCE&G light 2 poles. As far as shrubs, you know, we would have 3 addressed it with the landscapers. 4 Q Okay. 5 A Whether it was myself in the office or any employee 6 in the office, it would have been addressed. 7 Q Okay. If the -- I want you to assume something for 8 me. I want you to assume that the landscaper -- 9 I'm not saying this is what he will testify or 10 won't. I want you to assume that it's possible he 11 may testify to this: that this landscaper was 12 given a budget or was given X amount of dollars to 13 do his work and was told not to cut shrubs because 14 it was not in the budget. What would you say to 15 that? 16 MR. COMER: Objection. 17 A I don't know what he would say. 18 Q If he did say that. I want you to assume that is 19 what he would say. 20 A That would be incorrect. 21 Q Okay. Why? 22 A Because it was in our contract. 23 Q Well, you paid them differing amounts in your 24 contract. Sometimes you paid them \$1500; 25 sometimes, 2,000, right?	1 A It is stated in their form, yes. 2 Q But that didn't happen, did it? 3 A No, it didn't. 4 Q And as the manager you're the person that's 5 supposed to make sure it's supposed to happen, 6 right? 7 A Yes. 8 Q But you didn't do that, did you? 9 A No. 10 Q Okay. And there were people that made reports, and 11 you didn't always take care of those, did you? 12 A I don't -- 13 MR. COMER: Objection: form. 14 A I'm not sure what you're referring to. 15 Q I'm talking about -- we have nine different 16 affidavits from nine different residents that said 17 they had major concerns about lighting or shrubbery 18 and made reports over and over, and it was not 19 addressed by Wellspring while you were there. 20 A If reports were made, we would've addressed it. 21 Q Okay. When you say "we," who do you mean? 22 A The office -- myself or the office. 23 Q Okay. Okay. So is it your testimony under oath 24 that it would have been addressed if it was 25 reported to the office?

Page 25

1 A Uh-huh.

2 Q -- and it was closed up and dark, and you saw some

3 unsavory elements walking around the front door,

4 are you going to get out of your car and go up and

5 say, "When's this store going to open up?"

6 A No. No, I wouldn't do that.

7 Q Because you're reducing the risk of -- of harm,

8 right?

9 A Okay.

10 Q You understand what I'm saying?

11 A I see what you're saying.

12 Q Okay. And so you would agree that when you have

13 good lighting, it helps reduce the risk from

14 certain criminal elements?

15 A I don't agree with that.

16 Q Okay. Let's -- let's look --

17 A I --

18 Q -- at one of your --

19 A -- don't think so.

20 Q -- policies and procedures.

21 A Okay.

22 Q Okay.

23 MR. HOOD: Let's have this marked as --

24 THE COURT REPORTER: -- 4.

25 MR. HOOD: -- 4.

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1 Plaintiff's Exhibit No. 4, Maintenance

2 manual.

3 (Sotto voce discussion between Ms.

4 Casey and Mr. Hood.)

5 MR. CONER: (To Mr. Hood) Which one is this?

6 MR. HOOD: This is the "Maintenance" --

7 MR. CONER: Okay.

8 MR. HOOD: -- "No. 9." And I think this is

9 the one. Let me . . .

10 Q I'm looking at page 7. I'm looking at the big,

11 bolded underlined thing that says, "Security."

12 A Okay.

13 Q You see that?

14 A I do.

15 Q Okay. Underneath that, it says -- could you read

16 that for me?

17 A "Nevertheless, it is our duty to help our residents

18 to enjoy a safe and pleasant stay. Always maintain

19 the following conditions: The property should be

20 well lit. Replace bulbs promptly and use adequate

21 wattage. Solicitation should be prohibited."

22 Q Okay. Now, why should the property be well-lit?

23 A Well, I believe for many reasons.

24 Q Is one of those reasons for safety?

25 A Well, sure.

Page 27

1 Q And one of those reasons for safety is because if

2 you have a well-lit area, there's probably not as

3 many people going to be congregating that don't

4 belong there, right?

5 A Sure.

6 Q Okay. And to "Replace bulbs promptly and use

7 adequate wattage," that's also making sure that

8 it's well-lit, right?

9 A Right.

10 Q Because you have breezeway lights.

11 A Right.

12 Q And you have, like, I guess, hallway between -- do

13 you consider the place between apartments a

14 "breezeway" as well?

15 A A breezeway. Yes.

16 Q Okay. And then there are places where you have

17 walking ramps, and you have lamps -- or lights out

18 there, too, right?

19 A Yes.

20 Q That may not -- do you call that a "breezeway,"

21 too, or what do you -- how do you refer to that?

22 A On the outside of the building?

23 Q Yes.

24 A You mean just like floodlights? Maybe I'm not

25 understanding what you're telling me.

Page 28

1 Q Right. You know that in this case where she was

2 abducted, there was a -- there were, like, three

3 steps and then there was a ramp that went up?

4 A Right.

5 Q And on that ramp area, is there a light that, kind

6 of, shines down on that ramp area?

7 A It's been four years. I don't remember that light.

8 Q Okay.

9 A I know that there was a pole light --

10 Q Okay.

11 A -- right there.

12 Q And the pole light -- was that a pole light, like,

13 a -- a telephone pole light, or . . .

14 A It was an SCR&G pole.

15 Q Okay. Okay. That's -- that's what I was looking

16 for.

17 A Okay.

18 Q Okay. And so -- but -- "Solicitations should be

19 prohibited." That's where people go knocking on

20 residents' doors?

21 A Right.

22 Q Probably doesn't make them too happy.

23 A Right. Absolutely.

24 Q And so these are people that -- that -- would you

25 consider, if you've warned somebody not to be on

Page 37

1 A Yes.

2 Q Okay. Go to the next. This says, "Wellspring Apartments, Pamela Penny-Turnbo. Incident date, 12/25/04. Time reported to police. Nature of incident, vandalism. Legal action taken, police were called and reported." Another crime, right?

7 A Yes.

8 Q If you go to the next and it's -- looks like it's 4/25/2006 and this is a police report. "Resisting arrest, 500 Harbison Boulevard, Apartment 809." Do you see that?

12 A I do.

13 Q Looks like there was a police report -- an incident report filled out on that, right?

15 A Right.

16 Q Then you go to the next -- never mind. Go to the one after that. I apologise.

18 This is 12/28/06. And it looks like that there was something -- some vandalism to some Coke machines on the property --

21 A Right.

22 Q -- right? It's a crime, right?

23 A Sure.

24 Q "5/28/2008. Contacted by the office manager and Columbia Fire Department about a dumpster being on

Page 38

1 fire." You see that?

2 A I do.

3 Q Y'all considered that to be a crime, right?

4 A A crime?

5 Q Vandalism. Setting the dumpster on fire.

6 A Right.

7 Q That'd be a crime, right?

8 A Yes.

9 Q Okay. Then you go to the next one which is 9/18/08. And this is the Toni Wright --

11 A Yes.

12 Q -- incident. And you filled out a Report of Unusual Occurrence for this, right?

14 A I did.

15 Q And that's 0848. That's 9/18/08. And then it has the -- the incident report after that. Now, that would've been considered a crime --

18 A Yes.

19 Q -- right? Okay.

20 Now, I want to go to -- now, all of these that I've gone over, other than Toni Wright, it looks like it was somebody from the apartment complex. I mean, like a manager or something that happened to the apartment complex or somebody that worked for the apartment complex, that there were reports of

Page 39

1 unusual occurrences that were filled out?

2 A Yes.

3 Q Now, when did you fill out Reports of Unusual Occurrences for people like Toni Wright that had a crime that occurred to them on the premises?

6 A When did I write it?

7 Q Yes.

8 A When it was brought to my attention.

9 Q If it was not brought to your attention, then there was no Report of Unusual Occurrence, was there?

11 A Correct. Because I wouldn't have been made aware.

12 Q Okay. And if people said they did bring it to your attention and there wasn't a Report of Unusual Occurrence, why might that occur?

15 A I don't have an answer.

16 Q Okay. Let's look at the next thing I gave you which is --

18 A Okay.

19 Q -- Exhibit 6.

20 A Okay.

21 Q This is 9/18/2008. This is the Toni Wright incident. Okay?

23 A Okay.

24 Q There was a police report done for that, right?

25 A Yes.

Page 40

1 Q Because when you did an unusual occurrence, you had a policy and procedure that detailed what you're supposed to do, right?

4 A Yes.

5 Q You're supposed to fill out the report of unusual occurrence and then if you have the police report, you attach that to it?

8 A Correct.

9 Q And then you would get it to the home office?

10 A Yes.

11 Q Okay. Now, if you go to the one after Toni Wright --

13 A Okay.

14 Q -- it looks like 8/25/2008, 001, and this was five -- 500 Harbison Boulevard, 2209, which would've been Building 22, right?

17 A Yes.

18 Q The one beside Toni Wright?

19 A Right.

20 Q And says, "Stated that an unknown subject used an unknown item to gain entry into his mailbox. Stated this is not the first time it's occurred. Stated no mail was taken. This is for documenting purposes only." Do you see that?

25 A I do.

Page 57	Page 59
1 Q Okay. And when it says, though, "It was a troubled 2 property," does that mean they had some problems 3 over there? 4 A Yes. I mean, just -- they were -- they weren't as 5 new as we were. Rents were different. Just a 6 different class of people. 7 Q A different class of people. And when you have a 8 different class of people, it's just like if you 9 have Section 8 housing versus regular housing -- 10 A Right. 11 Q -- right? 12 A Right. 13 Q The -- the crime always seems to be heavier in 14 Section 8 housing than in regular housing? 15 A Unfortunately. 16 Q Unfortunately? 17 A Yeah. 18 Q And a lot of it has to do with economic prosperity. 19 If people are doing well financially, they're not 20 usually committing crimes, whereas people that are 21 unemployed or otherwise -- 22 A Right. 23 Q -- may be doing bad things, right? 24 A Right. 25 Q And so sometimes the criminal element can be worse	1 A Sure. 2 Q Right outside her apartment complex. And you're 3 aware there was a little three steps up and then a 4 ramp -- 5 A Right. 6 Q -- and then it went to her door -- 7 A Yes. 8 Q -- right? Okay. 9 A Sure. 10 Q There you go. 11 A Okay. 12 MR. COMER: Is that No. 9 or 10? 13 MR. HOOD: Yeah. Let's have that marked. I'm 14 sorry. 15 MS. CASEY: Number 9. 16 MR. HOOD: Number 9. 17 Plaintiff's Exhibit No. 9, Color 18 photographs of outside walkway and 19 parking areas. 20 Q And you may be looking at it in conjunction -- you 21 remember that diagram I gave you earlier? 22 A Yes, I do. 23 Q It may be in conjunction with that diagram. 24 A Okay. 25 (Sotto voce discussion between Ms.
Page 58	Page 60
1 at one place than it can at another? 2 A Sure. 3 Q And when you talk about "troubled property" nearby, 4 because it's a different class of people, they 5 probably have a little more criminal element in 6 that property than -- 7 A That would be fair. 8 Q -- yours, right? 9 A Yes. 10 Q And -- but because they're all on this Harrison 11 Trail, you can have the criminal element coming 12 from one troubled property over to your property? 13 A Sure. 14 Q Because, as you said before, anybody can come in? 15 A Right. 16 Q Okay. 17 MR. HOOD: Brian, do you have those pictures? 18 MR. COMER: I do. 19 MR. HOOD: Thank you so much. 20 Q Okay. I'm going to hand you this set of pictures, 21 and I'm going to aver to you that these were taken 22 a couple days after -- two or three days after Toni 23 Wright was abducted. 24 A Okay. 25 Q Okay?	1 Casey and Mr. Hood.) 2 MR. HOOD: Yeah. 3 MR. COMER: (To the deponent) There's the 4 diagram. 5 THE DEPONENT: Okay. 6 MR. COMER: Are you done with this for now, 7 Randy? 8 MR. HOOD: Yes. Yes. Yes. 9 MR. COMER: Okay. 10 MR. HOOD: Yeah. Let's keep it all, after 11 what happened -- 12 MR. COMER: Yeah. 13 MR. HOOD: -- last week. 14 THE DEPONENT: That's mine. 15 MR. COMER: That's all right. This is good. 16 A Okay. 17 Q Okay. Have you had an opportunity to look at 18 Exhibit 9? 19 A Yes. 20 Q Okay. And if you will also look at Exhibit 3, 21 which is a -- I will aver to you that this is -- or 22 I will represent to you that this is a diagram done 23 by Ms. Wright of where she parked in conjunction to 24 the night that this abduction occurred, okay? 25 A Okay.

Page 81	Page 83
1 Q Okay. 2 A I don't. 3 MR. HOOD: Okay. Let's -- this is 0475. I 4 think it's -- four, five, six, and then we 5 have these. It doesn't have a Bates on it. 6 MR. COMER: Okay. 7 MR. HOOD: It's just the stuff from Toni 8 Wright. It was the stuff that was done for 9 her unit. I think it's one, two, three, four 10 pages. 11 MR. COMER: Okay. Let me take a quick look at 12 it after tomorrow. 13 MR. HOOD: Okay. 14 MS. CASEY: That? 15 MR. HOOD: That, and then this one. 16 MS. CASEY: I'm sorry. 17 MR. HOOD: Oh, that's okay. 18 (Sotto voce discussion between Ms. 19 Casey and Mr. Hood.) 20 MR. HOOD: It doesn't have a Bates stamp on 21 it. It may be on the back of something else, 22 too. Let me just give you -- let's have this 23 marked real quick. 24 (Sotto voce discussion between Ms. 25 Casey and Mr. Hood.)	1 Q At the top, it says, "Wellspring Apartments, 500 2 Harrison Boulevard. Then it has Work Order No. 3 11746"? 4 A Yes. 5 Q "Date of call: 1/9/2007. Date scheduled: 6 1/9/2007." 7 A Okay. 8 Q Do you see that? 9 A I do. 10 Q And then, below that, it has, "To: PRG Real 11 Estate, Philadelphia, PA. Caller: Dianne Owen. 12 OK to enter? Yes. Problem description: Breezeway 13 light out." Do you see that? 14 A I do. 15 Q Okay. And this is just simply a work order, isn't 16 it? 17 A Yes. 18 Q And this is just where a resident calls and advises 19 that something is out, and then y'all are going to 20 take care of it? 21 A Right. 22 Q Okay. Now, on this, it appears that the problem 23 description is "Breezeway light out." Do you see 24 that? 25 A I do.
Page 82	Page 84
1 MR. HOOD: Okay. We'll get both of them. 2 Plaintiff's Exhibit No. 10, Work orders, 3 dated 01/09/07 through 03/19/07. 4 Plaintiff's Exhibit No. 11, Work orders, 5 dated 02/25/08, 03/27/07, 08/01/06 and 6 11/08/05. 7 MR. HOOD: Thanks. Okay. 8 MR. COMER: This one has a stamp. Okay. 9 Yeah. This came from Toni Wright's 10 deposition. Yeah. I remember I had marked 11 un-Bates-stamped versions there, so that's 12 fine. 13 A Okay. 14 Q I'm looking first at -- what -- what was the first 15 one? Not the -- the one that's marked. 16 A This one? 17 Q Is that No. 11 or -- 18 A Ten. 19 Q Ten? Okay. And then the other one is Exhibit 11, 20 right? 21 A Right. 22 Q Okay. I'm looking at Exhibit 10. 23 A Okay. 24 Q It starts with "PRT 00475"? 25 A Yes.	1 Q And it says, "Dates -- date called: 1/9/2000." 2 A Uh-huh. 3 Q It says, "Date scheduled: 1/9/2007." 4 A Right. 5 Q And then it has, "Date completed: 1/10/2007, 9:35 6 a.m." Do you see that? 7 A I do. 8 Q And it says, "Job site: 270/1804." What does "job 9 site" mean? 10 A 270 was our property number. 11 Q Okay. 12 A 1804 was the apartment number. 13 Q Okay. And when it says "Date scheduled," "Date 14 call" is the time she called. They would've then 15 scheduled it for someone to fix it, and then it 16 would've been completed at the time that's 17 referenced on the work order? 18 A Yes. 19 Q Okay. Now, this was a breezeway light. It was 20 called in about noon on 1/9, and it was repaired 21 the next morning, right? 22 A That's when it says it was repaired. Lights were 23 always done that day. The work order may not have 24 been closed out until the next morning. 25 Q Okay. Okay. How do we know it was done that day

Page 85

1 as opposed to not until the next day?

2 A Per our policy.

3 Q Right.

4 A Lights had to be replaced that day.

5 Q Sure. Sure. They had to because that's an --

6 A That's a security --

7 Q -- that could be an emergency, right?

8 A Right.

9 Q And so breezeway lights -- anything that provided

10 lights that -- I'm not talking about SCE&G.

11 A Right.

12 Q I'm talking about any common area or outside lights

13 that helped provide lighting for security purposes

14 were to be replaced immediately?

15 A Right. That day. Yes.

16 Q That day?

17 A Yes.

18 Q Okay. But this, because we have nothing else to

19 show -- it just says, "Date completed: 1/10/2007,"

20 right?

21 A Right.

22 Q And if they had followed policy -- I'm not saying

23 that it wasn't done, but if -- if policy was

24 followed, it would've been, "Date completed:

25 1/9/2007" with some time, right?

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1 MR. CONER: Objection.

2 A No. They had to replace the light that day.

3 Q Okay.

4 A But they did not always turn in the work orders --

5 the completed work orders --

6 Q Right.

7 A -- that same day.

8 Q So --

9 A So this just meant that it was closed out the next

10 day.

11 Q Right. Where's the -- what piece of paper would we

12 look at that would show that it was actually done

13 that day?

14 A There isn't. It's just a policy that it had to be

15 done.

16 Q Okay. And you have acknowledged that there may

17 have been policies that were violated at times --

18 MR. CONER: Objection.

19 Q -- correct?

20 A I don't remember stating that -- that were

21 violated.

22 Q You don't know of any policies that were violated

23 while you were the manager or the marketing person

24 or the assistant manager at Wellspring?

25 A Not that comes to mind.

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1 Q Okay. Let's look at the next one.

2 A Okay.

3 Q "Date scheduled: 2/21/2007. Date completed:

4 2/22/2007. Breezeway light out." You see that,

5 right?

6 A I do.

7 Q Now, it would've been policy to do it that day, but

8 there is no piece of paper saying that, and so, per

9 policy, it should've been done on 2/21/2007, right?

10 A Yes.

11 Q And -- but the only documentation we have is it was

12 done the next day, right?

13 A That it was closed out, yes.

14 Q Now, if it was not done until the next day -- and

15 I'm not talking about policy.

16 A Sure.

17 Q I'm just saying if it -- it wasn't done until the

18 next day, on 2/22/2007, that would be a violation

19 of policy?

20 A Correct.

21 Q Okay. And that would be wrong?

22 A Yes.

23 Q Okay. The next thing we have -- "Date scheduled:

24 3/1/2007. Date completed: 3/5/2007." Now that

25 has, "One door, tub spout is leaking; breezeway

Page 88

1 light out." Do you see that?

2 A I do.

3 Q That was a double -- there was --

4 A -- work order.

5 Q -- more than one complaint, right?

6 A Right.

7 Q And one -- they could've finished one and then had

8 to wait before they finished another one, right?

9 A They could have. It's not --

10 Q Or they could've just done them both at the same

11 time?

12 A Right. Right.

13 Q Okay. But -- but we don't have any paper that

14 would tell us how that was done?

15 A Correct.

16 Q And all we've got is the documentation of the time

17 it was scheduled and the time it was completed,

18 right?

19 A Right.

20 Q And, according to that, that would've been a

21 violation of policy?

22 A Yes.

23 Q The next is "3/2 -- Date scheduled: 3/2/2007.

24 Date scheduled -- date completed: 3/2/2007, 5:14

25 p.m. Light out 609 and 208 and 901." Do you see

Page 113	Page 115
1 Q In -- 2 A Yes. 3 Q -- and around The Woods at Harbison? 4 A Correct. 5 Q And -- and those were the same people that had 6 access to Wellspring? 7 A Through the trails. Yes. 8 Q Through the trails. And -- and -- and so you -- 9 you -- you and the employees of Wellspring were 10 aware of the element that was -- that had access to 11 -- to Wellspring, right? 12 A Yes. 13 Q And -- and so, it was -- it was certainly, then, 14 foreseeable that there would be criminals coming 15 onto the property who may have committed crime? 16 MR. COMER: Objection. 17 A I wouldn't say it's foreseeable. Anybody can come 18 on any property off -- 19 Q Right. 20 A -- of those trails -- 21 Q Sure. 22 A -- so. 23 Q Okay. But -- but -- but, I mean, when anybody can 24 go anywhere, it's predictable that there's going to 25 be a certain amount of crime?	1 A -- same position -- 2 Q Okay. 3 A -- just different place. 4 Q Were you like a surg tech or something? 5 A Yes. 6 Q And -- and prior to that, you worked at another 7 ophthalmology place, right? 8 A Eye surgeons. North -- 9 Q Okay. 10 A Uh-huh. 11 Q Now, did you have to get a degree to become a surg 12 tech? 13 A You had to be certified. 14 Q Okay. To become certified, what did that require? 15 A Classes that was specifically for ophthalmology. 16 Q Okay. 17 A And then you would get a certificate. 18 Q Did you ever get an associate's degree? 19 A No. 20 Q In anything? 21 A No. 22 Q Do you have an associate's degree in anything? 23 A No. 24 Q Okay. But you took your special classes to be a 25 surg tech and you got your certificate to be a surg
Page 114	Page 116
1 A I guess that would be fair to say. 2 Q Okay. And so it's predictable that -- that there's 3 going to be a certain of crime at Wellspring, just 4 because anybody's able to come there, right? 5 A Sure. 6 Q Okay. Now, your age, you said 35? 7 A Thirty-five. 8 Q And what's your birth date? 9 A 12/15/76. 10 Q And your place of birth? 11 A Akron, Ohio. 12 Q Okay. Yeah. Because you worked at the 13 ophthalmology surgical -- 14 A Yes. 15 Q -- thing. So before The Woods at Harbison -- 16 A Uh-huh. 17 Q -- you came from Ohio, right? 18 A Correct. 19 Q And -- and where did you work at in Ohio? 20 A Northeast Ohio Eye Surgeons. 21 Q Okay. 22 A I worked for a Dr. Repko. I don't remember -- 23 Q Sure. Sure. 24 A -- the name of his practice. I worked -- 25 Q Okay.	1 tech, right? 2 A Right. And it was initially a COA. It was a 3 ophthalmic assistant. 4 Q Right. 5 A And then it was almost like an on-the-job -- 6 Q -- training-type thing? 7 A -- training kind of thing. 8 Q Sure. 9 A And that's how . . . 10 Q Okay. 11 MR. HOOD: Let me do this. 12 (Sotto voce discussion between Mr. 13 Hood and Ms. Casey.) 14 MR. HOOD: Yeah. May be in something else. 15 (Sotto voce discussion between Ms. 16 Casey and Mr. Hood.) 17 MR. HOOD: Okay. Let's have this marked. 18 Brian, it's going to be 0865 -- 19 MR. COMER: Okay. 20 MR. HOOD: -- through 0869. 21 MR. HOOD: (To the court reporter) Here, 22 let's give it to Brian. 23 MR. COMER: Okay, thanks. Thank you. 24 Plaintiff's Exhibit No. 12, "Payroll Data 25 Sheet", "Application for Employment."

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1 Q Okay. Now, under "Hallway," the next page is 151.
 2 It says, "Hallways, Breezeways, Stairways. One of
 3 the many responsibilities we have to our residents
 4 is safe and clean common areas." Do you see that?
 5 A I do.
 6 Q Now, the area that -- that you've seen that she
 7 indicates that she was abducted at gunpoint, that
 8 was a common area --
 9 A Correct.
 10 Q -- right? It says some of the areas -- "most
 11 heavily used common areas are our hallways,
 12 breezeways, and stairways," right?
 13 A Yes.
 14 Q And because I -- it looks like it was on that ramp
 15 where this thing occurred, was that considered a
 16 breezeway?
 17 A We just referred to it as the building ramp --
 18 Q Okay.
 19 A -- so.
 20 Q Okay. If you go to the next page, 152, it says,
 21 "In order to protect buildings, residents, and
 22 parked autos from possible damage or injury, trees
 23 should be inspected and trimmed of dead wood, etc.,
 24 at least once a year." Do you see that?
 25 A I do.

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1 Q But -- but y'all actually went over and above that
 2 and you actually had shrubs that were trimmed as
 3 well, right?
 4 A Correct.
 5 Q And -- and that was something that y'all did that
 6 y'all weren't obligated to do, right?
 7 A Absolutely.
 8 Q And so in order -- if you're going to assume to do
 9 -- if you assume to do it, it needs to be done in a
 10 reasonable manner, right?
 11 A Yes.
 12 Q Okay. Now, this -- this occurred, at least
 13 according to her, at night, right?
 14 A Yes.
 15 Q Do you -- do you have personal recollection of what
 16 that night was like?
 17 A No.
 18 Q Okay. I didn't think so.
 19 Were there trespassing signs or anything
 20 warning nonresidents not to come on the property?
 21 A I don't remember if there was or not.
 22 Q Okay.
 23 (Sotto voce discussion between Mr.
 24 Hood and Ms. Casey.)
 25 Q You had this -- this trail -- the -- the Harbison

Page 143

1 Community Trail, right?
 2 A Right.
 3 Q And the Harbison Community Trail could be used by
 4 anyone, right?
 5 A Yes.
 6 Q And sometimes, it may have been some of that worse
 7 element. Sometimes there were just people just
 8 walking --
 9 A Right.
 10 Q -- for exercise.
 11 A Right.
 12 Q Sometimes people -- they can use that trail to go
 13 from apartment to apartment to apartment complex,
 14 just to see what kind of apartments they may have
 15 in that area, right?
 16 A Yes.
 17 Q Sure. And so his -- during your tenure there, did
 18 you have anyone that -- that was just walking the
 19 trail that, kind of, came up and said, "Hey, we may
 20 be interested in renting an apartment" and -- and
 21 wanted to --
 22 A Not that I recall.
 23 Q Okay.
 24 A No.
 25 Q But you don't know whether there was or there

Page 144

1 wasn't?
 2 A Yeah. I don't know that.
 3 Q Okay. And so if they did, though, that would be an
 4 economic benefit to --
 5 A Sure.
 6 Q -- Wellspring?
 7 A Absolutely.
 8 Q And so this -- this trail inviting -- I mean,
 9 letting everyone walk through the complex provides
 10 an economic benefit to --
 11 MR. COMER: Objection.
 12 Q -- Wellspring, right? You can answer.
 13 A I would think.
 14 Q Okay. When you -- I know you said you spoke to Ms.
 15 Wright, I think it was the day after this occurred.
 16 A Right.
 17 Q Let me -- let me just look at that unusual
 18 occurrence report just so we've got that.
 19 MR. HOOD: It's this Report of Unusual
 20 Occurrence. It's 00155.
 21 MS. CASEY: Has that one been run?
 22 MR. HOOD: Huh?
 23 MS. CASEY: That one hasn't been run?
 24 MR. HOOD: Unh-unh.
 25 Plaintiff's Exhibit No. 13, "Report of

Page 189	Page 191
1 that, do you recall what she was talking about? 2 A This sentence? 3 Q No, no. Just -- 4 A What do you mean? 5 Q -- when she says that she wants you to be more 6 proactive to report more favorable numbers. 7 A No. It's just they're a very aggressive company. 8 Q Right. 9 A So your occupancy numbers always had to be high. 10 You always had to go -- it was never enough. 11 Q Okay. 12 A If you were 97 percent, you should be 99 percent. 13 It's -- that's -- 14 Q Gotoha. Okay. What -- what is -- what were the 15 occupancy numbers that -- that you think are 16 reasonable in Columbia -- for an apart -- a like 17 apartment complex? 18 A Now -- 19 Q Yes. 20 A -- or then? 21 Q Then. 22 A Then? This was right at the time we started going 23 in the -- to the -- 24 Q -- housing crunch? 25 A Yes.	1 Q Did you? 2 A -- at Wellspring. Yes. 3 Q Is that the pond that everybody talks about or -- 4 A Yes. 5 Q Okay. 6 A Yeah. 7 Q So that pond, even though on the trail, is 8 maintained and controlled by Wellspring? 9 A Yes. 10 Q Okay. And who has to cut the grass for the part of 11 the trail that runs through your property? 12 A Harbison maintains some grass. I -- I don't recall 13 where we stopped and where they started, but 14 Harbison had their own landscaping crew -- 15 Q Okay. 16 A -- that would take care of grass and trails and -- 17 Q And -- and then y'all had to take care of -- 18 A -- where our property line, I guess -- 19 Q -- your property line -- 20 A -- would start. 21 Q Sure. Sure. 22 A Yes. 23 Q Okay. Had anyone ever said, "Hey, why don't we put 24 a fence separating us from the trail?" 25 A No.
Page 190	Page 192
1 Q Housing bubble burst. 2 A So our numbers -- everyone's numbers in our areas 3 dipped significantly. Qualifying became harder at 4 this time. So we average probably low to low 90s - 5 - maybe 93 -- 6 Q Okay. 7 A -- at that time. 8 Q Now, as the marketing director and up through your 9 tenure as apartment manager, you were over the 10 marketing campaigns, right? 11 A I contributed. I was not over them. 12 Q Okay. 13 A That was the marketing director's job. 14 Q Okay. So -- what -- how -- where -- where did 15 y'all place ads or where did y'all run ads? 16 A We did the newspaper, "Apartment Finder," 17 "Apartment Guide." 18 Q Sure. 19 A I believe they had onlineapartmentfinder.com then. 20 I don't believe we had Craigslist, if I remember 21 correctly. We may have. That's what I recall. 22 Q Okay. I've seen a picture of one that has a -- it 23 looks like a fountain coming out of a lake or 24 something. 25 A We used to have a fountain in the lake --	1 Q Okay. Now, when you put these ads in -- either in 2 "Apartment Finder" or in the newspaper or 3 somewhere, did y'all maintain a copy of what y'all 4 submitted to these people? 5 A Yes. We had a marketing binder. 6 Q Okay. 7 A And so any proof of an ad would go in that binder. 8 Q Okay. Did it also have -- not just a photograph, 9 but it would also have written words and stuff? 10 A Yes. 11 Q Okay. 12 A Uh-huh. 13 Q And -- and when you wrote that, you -- you believed 14 the representations you were making to the public? 15 A Well, sure. 16 Q Okay. I mean, it wouldn't be fair to sit there and 17 say certain things and then not be true, would it? 18 A No. You also have fair-housing laws. 19 Q Right. Which -- 20 A Yes. 21 Q -- you got - you got -- you can't rent to somebody 22 on the basis of color, creed, religion, or gender, 23 right? 24 A Yes. 25 Q And were you aware that at the time that Toni

Page 193	Page 195
1 Wright came into this apartment complex, she has 2 testified under oath that she was told that there 3 were security officers on the grounds? 4 A I wasn't there when she moved in. 5 Q Okay. If -- I know you weren't there, but you 6 would agree that it would not be fair to tell 7 someone that wasn't true, to induce them to live 8 somewhere, would it? 9 A Correct. 10 Q Now, did you have a bonus structure at -- you did 11 have a bonus structure. 12 A We did. 13 Q And you had one from the time you began in 2004 14 until 2008, right? 15 A Yes. 16 Q And your bonus structure, was it predicated on 17 having numbers -- 18 A Yes. 19 Q -- occupancy numbers? 20 A No. Not occupancy; delinquency. 21 Q What is delinquency? 22 A The -- to make sure everyone paid their rent. If -- 23 I don't remember the exact structure now. If you 24 hit a certain number per door, you would get a 25 bonus for it.	1 Q So you were out there leasing just like -- 2 A I -- 3 Q -- everybody -- 4 A Yes. 5 Q -- else? Okay. 6 A Financially, if you had a positive variance -- 7 Q A variance? 8 A -- on your financial reports, then -- 9 Q When you say "variance," what do you mean? 10 A From what was actual versus what was budgeted. If 11 you were positive -- 12 Q Right. 13 A -- then you would get an NOI bonus. 14 Q What's an NOI? 15 A Net operating income bonus. 16 Q Gotcha. Was it only you as the apartment manager 17 that got that or anybody got that? 18 A I believe it was the manager that got that. 19 Q Okay. 20 A I believe it was the manager and the maintenance 21 supervisor. 22 Q Right. 23 A They would get that. 24 Q Looking at Exhibit 19 again, I just want to just 25 make real sure I understand. If I look at Exhibit
Page 194	Page 196
1 Q When you say "hit a certain number per door" -- 2 A Yeah. You would take the total amount of rent that 3 would be due on the property, divided by the units, 4 that would give you a per-door number. 5 Q Right. 6 A So you had to be below a certain number in order to 7 get a bonus -- a delinquency bonus. But it's 8 basically like a motivator, to make sure all rent 9 was brought in. 10 Q Sure. 11 A And then as -- you always got commissions for 12 leases. 13 Q Did you get overrides once you became the property 14 manager? 15 A What do you mean "overrides"? 16 Q Did you get bonuses based on other people leasing? 17 Like if they leased it and got a \$50 bonus, you 18 would get \$10 of that bonus? 19 A Oh, no. No. They didn't do that. 20 Q How did you get a bonus off of the lease? 21 A I would have to have leased an apartment. 22 Q Okay. So you had to do it -- 23 A So it was a -- 24 Q -- yourself? 25 A -- commission. Yes. Yes.	1 19 again and I'm just looking, just picking one 2 out; 0941. 3 A Okay. 4 Q This is what you're talking about with that bonus 5 structure, right? 6 A No. It wouldn't be a yearly. Oh, right here? 7 Yes. 8 Q Yeah. It says, "Other" -- 9 A Yes, you're right. 10 Q -- "compensation, 1,000 quarterly, 300, slash, 500 11 delinquency, 300" -- 12 A -- quality. 13 Q -- "quality." 14 A Uh-huh. 15 Q Fifty a -- what is that commissions? 16 A That's \$50 for a six-month to a twelve-month lease. 17 Q Gotcha. And you got a free apartment? 18 A I did. 19 Q Okay. And this thousand-dollar quarterly bonus, 20 that would -- that was just paid regardless, right? 21 A No. That would be the NOI bonus. The net 22 operating income. If you had a positive variance. 23 Q Okay. And then the 300 to 500 delinquency of 300, 24 that means you get a \$300 bonus if -- 25 A That would depend on that per-door number.

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1 Q Okay. Okay. And so you were financially motivated
2 to reduce delinquencies and rent apartments?
3 A Absolutely.
4 Q And one of the ways you did that was -- was keeping
5 it pretty -- keeping it nice looking?
6 A Right.
7 MR. HOOD: (To Ms. Casey) Number 3.
8 (Sotto voce discussion between Mr.
9 Hood and Ms. Casey.)
10 MR. HOOD: Oh, why don't we do that. Let's --
11 let's just do this real quick for about two
12 seconds. What number is that?
13 MS. CASEY: Twenty.
14 MR. HOOD: Okay.
15 Plaintiff's Exhibit No. 20, Copies of
16 driver's license and social security
17 card.
18 MR. HOOD: (To Mr. Comer) Here you go.
19 Q This is just your driver's license. Is it still
20 the same driver's license number today?
21 A Driver's -- no. I've gotten a new license since
22 then.
23 Q Do you remember it off the top of your head?
24 A No, I have no idea.
25 Q Okay.

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1 MR. HOOD: Let's go -- let's go off record for
2 just one second.
3 (Off the record briefly at 2:08
4 p.m.)
5 THE EXAMINATION BY MR. HOOD CONTINUES.
6 MR. HOOD: Let's go ahead and mark this, then.
7 Let's go on and do this. This is her lease,
8 Brian.
9 MR. COMER: Okay.
10 THE DEPONENT: Thank you.
11 MS. CASEY: Twenty-one.
12 MR. HOOD: (To the deponent) Okay. I just
13 handed you -- what is that number, 22?
14 MR. COMER: Twenty-one, I believe.
15 THE DEPONENT: Twenty-one.
16 MR. HOOD: Twenty-one?
17 MS. CASEY: Twenty-one.
18 THE COURT REPORTER: Twenty. Twenty.
19 MR. HOOD: You got "20"?
20 THE COURT REPORTER: Uh-huh.
21 MR. HOOD: I thought the last one was 20, or
22 was it 19? No, the last one was 20.
23 THE COURT REPORTER: Oh, I'm sorry. Okay.
24 MR. HOOD: That one was 20. Okay.
25 THE COURT REPORTER: Okay, thank you.

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1 MR. HOOD: So this one would be 21. Okay.
2 Plaintiff's Exhibit No. 21, Application
3 for apartment paperwork.
4 Q This is just -- I will -- I will aver to you that
5 this was just lease -- this was the lease documents
6 that we were presented with, Toni Wright.
7 A Okay.
8 Q Now, the front of this, PRG 00158, this is simply
9 the -- the application somebody would fill out to
10 get a lease there, right?
11 A No, this looks like the lease.
12 Q Okay. Okay. Now -- so this would be something
13 they would fill out after they had been approved
14 for a lease?
15 A Hold on just a minute. This may be a reservation
16 form. Hold on.
17 Q And this is before you were there, so --
18 A Yeah. I'm not real familiar with this. That looks
19 like a reservation agreement --
20 Q Okay. What --
21 A -- to me.
22 Q -- is a reservation?
23 A That's where we would hold the unit for you and at
24 that time we would give you a prorated, show that
25 you had paid an application fee or . . .

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1 Q Okay. And then if you go to the third page, which
2 is 00160, it has, "Zero points for income. I faxed
3 check stub before. I'm faxing now, so is she." Do
4 you know what any of that means?
5 A I do not.
6 Q Okay. If you go to the next page. That's okay.
7 The next is that -- this is the application for the
8 residency, right?
9 A Yes.
10 Q And at the top it has, "Date: 4/19/03", you see
11 that, right?
12 A I do.
13 Q Now, the -- the second page of that, is the same --
14 same type of residency contract you would have,
15 even when you began working there?
16 A I don't remember if that was the same one -- no.
17 It says, "AIMCO."
18 Q Okay. Did -- I was just wondering because on the
19 back, it -- it says, "Have you or a member of your
20 household been convicted or pled guilty or no
21 contest to any felony and then no contest to any
22 sexual offense?" And that she checked "no" to
23 both, right?
24 A She did.
25 Q There are times since you've been there, where

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1 somebody -- either they or their spouse or son or
 2 daughter had been convicted of a felony, right?
 3 A I would imagine so.
 4 Q Okay. If you go to 00158, and this is -- this is
 5 the second page of a lease from the first day of
 6 June 2007 between PRG and Toni Wright. And you
 7 would have been the manager at that one, right?
 8 A I would've.
 9 Q And I'm just looking at page 2, where it says
 10 "Condition of Premises," and it says, "The tenant
 11 accepts the premises and appliances therein in
 12 their present condition and agree to keep the
 13 premises and appliances in good clean condition, to
 14 make no alterations, or addition to the same,"
 15 right?
 16 A Yes.
 17 Q Okay. And so there was -- occupants were not
 18 allowed to -- to make their own repairs or to the
 19 common area or to their house, without express
 20 permission, right?
 21 A Correct.
 22 Q If you go to -- that's the -- it's toward the end,
 23 but it's 00192. And this is -- this is, once
 24 again, one of those work orders, right?
 25 A Yes.

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1 Q And it says, "Date called; date scheduled." If it
 2 doesn't have a completed date, what does that mean?
 3 A I've never seen one without a completed date.
 4 Q Okay.
 5 A So this could -- here could have been the one that
 6 -- well, obviously, James -- this was not one that
 7 entered in -- into the system; this was James's
 8 original one he handed in where we would make it
 9 ready in the system.
 10 Q Okay.
 11 A That's where you would see a completed date.
 12 Q Gotcha. So he would do one and it would be
 13 computerized, but he would give you this and then
 14 you would enter into the system the completed date?
 15 A Yes. They received two, a copy of the original
 16 work order, one to leave with the resident and one
 17 to bring back to the office. And that's how we
 18 would complete them in the system.
 19 Q So you would have a work order -- you would have a
 20 work order that would be filled out by the
 21 maintenance person -- for every one that says
 22 "completed," there would be one like this that has
 23 this stuff on it?
 24 A And then this would be filed.
 25 Q Okay. Okay.

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1 A Yes.
 2 Q Okay. Now, this says, "Replace dishwasher" and has
 3 "Mike." And so this would have been the same thing
 4 where there's a completed one, but that's the one
 5 that would've been entered by the staff --
 6 A Right. And that's --
 7 Q -- after being given this?
 8 A Yes. That's why there's a checkmark on it.
 9 Because we entered that.
 10 Q Okay. And then this one's a little different. But
 11 it says -- at the very last page, it says,
 12 "1/7/2008," and it has, "Dishwasher need replace"
 13 and then it has, "ordered."
 14 A Uh-huh.
 15 Q So that's one where you'd actually have to order
 16 the part or the dishwasher to be able to make the -
 17 - the dishwasher repair?
 18 A Correct.
 19 Q Okay. Okay. Good. Thank you.
 20 MR. HOOD: (To Ms. Casey) Let's do resident
 21 administration.
 22 MS. CASEY: Twenty-two.
 23 MR. HOOD: Twenty-two.
 24 Plaintiff's Exhibit No. 22, "Resident
 25 Administration Customer Service" manual.

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1 MR. CONER: What time is it?
 2 THE DEPOSENT: Two-fifteen.
 3 MR. CONER: Okay.
 4 A Thanks.
 5 Q Is this the resident administration policies and
 6 procedures?
 7 A Yes.
 8 Q Okay. And you're expected to follow these policies
 9 and procedures, right?
 10 A Yes.
 11 Q And these are the policies and procedures that were
 12 present when you were there as the -- the manager,
 13 right?
 14 A Yes.
 15 Q And if they were not followed, that would be a
 16 violation of the policy, right?
 17 A Yes.
 18 Q Okay.
 19 MR. CONER: Randy, I don't mean to interrupt
 20 your line of questioning, but --
 21 MR. HOOD: -- it's 2:15.
 22 MR. CONER: -- it's 2:15.
 23 MR. HOOD: That's why -- that's why I just
 24 went through --
 25 MR. CONER: I was going to say, do you --

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1 moved off property, right? 2 A Yes. 3 Q And as a result, they increased your salary by \$2 4 an hour? 5 A If -- 6 Q They increased your salary? 7 A Okay. Great. 8 Q Okay. Right? 9 A Sure. Yes. 10 Q Do you have any estimate of the number of people 11 that used the -- the -- those publically accessible 12 recreation -- I mean the Harbison Trail on a 13 monthly or annual basis? 14 A Do I know the number of people that did? 15 Q Yeah. 16 A No, I don't know the number. 17 Q Lots of people? 18 A Sure. Yes. 19 Q Did that publically accessible location or the fact 20 that y'all basically invited the public to be there 21 because you didn't have any -- or separation with 22 any of the properties, did that affect any of your 23 security concerns? 24 MR. COMER: Objection. 25 A It was a public trail.	1 do that, did you? 2 A No. 3 Q And y'all didn't go to them and say, "Okay. For 4 all of the light bulbs and stuff, we're going to 5 charge you 5 or 10 dollars a month for the light 6 bulbs." 7 A No. 8 Q And you would agree with me that the -- there were 9 -- there were different reasons for having the 10 SC&G lights and the breezeway lights and the 11 entryway lights and -- but one of those is so that 12 people could see better? 13 A Sure. 14 Q Right? 15 A Yes. 16 Q And if you could see better, that's -- that -- you 17 could see better and illumination, one of those 18 things would be protection. You wouldn't trip over 19 stuff if you saw it? 20 A Right. It would be to light the area. 21 Q It would be to light the area. 22 A Right. 23 Q And part of that would be for the protection of 24 someone's person? 25 A Well, you can't guarantee safety. The light would
Page 226	Page 228
1 Q Okay. So it didn't affect your security concerns? 2 MR. COMER: Objection. 3 A I mean, again, it -- it's a public area -- 4 Q Right. Right. 5 A -- so whether it did or it didn't -- I mean, that's 6 -- we were open -- 7 Q Right. 8 A -- we weren't gated. 9 Q Right. But you were open, but -- I mean, you 10 didn't -- I mean, you -- you had landscapers 11 working on landscaping, you had maintenance people 12 working on lighting issues, you had courtesy 13 officers off and on at times, right? 14 A Right. 15 Q But you didn't increase or decrease any of those as 16 a result of the publically accessible -- 17 A No. 18 Q Right. Now, the -- the people that were in your 19 apartment complex, they paid a certain fee for 20 their -- for each particular apartment, right? 21 A Right. 22 Q And they didn't say -- you didn't bill them, "Okay. 23 You get to pay us -- each person in here \$10 a 24 month for your -- the -- the landscaping portion 25 that we have to pay the landscaper." Y'all didn't	1 be so you could see -- 2 Q Sure. 3 A -- so. 4 Q You -- you can't guarantee it -- 5 A Correct. 6 Q -- but it would be -- that would be one of the 7 reasons that it's being used, right? 8 A So it would be well-lit, yes. 9 Q It would be well-lit, is because of protection? 10 One of the reasons? 11 A I guess. Sure. 12 Q Okay. And the same for courtesy officers and the 13 maintaining of the shrubs at the appropriate 14 height. The -- part of that is for protection? 15 MR. COMER: Objection. 16 Q Right? 17 A Again, that goes to guaranteeing security -- 18 Q But -- and -- 19 A -- or safety -- 20 Q -- I'm not -- and I'm not guaranteeing -- 21 A -- which is -- 22 Q -- I'm saying -- 23 A -- nothing to do with that. 24 Q Right. All I'm saying is the courtesy officers -- 25 you had no obligation to provide those security

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1 officers?

2 A NO. It was just so if -- if somebody needed

3 somebody --

4 Q Right.

5 A -- or needed assistance for anything, a courtesy

6 officer would be there --

7 Q And y'all also had --

8 A -- so.

9 Q -- the policy that they're to walk two hours a day,

10 right?

11 A Yes.

12 Q And that they're supposed to do a report to y'all

13 --

14 A Yes.

15 Q -- right?

16 A Uh-huh.

17 Q And it's having that presence that in the community

18 that helps deter criminal activity, doesn't it?

19 A Sure. Yes.

20 Q And -- and -- and if you have -- like, if you

21 maintain your shrubbery in the -- in the right way,

22 people can't hide behind it and stuff, and you have

23 better sight lines, right?

24 A We did maintain. It's a mature shrub.

25 Q Sure. I understand that.

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1 A So, I mean, all of our landscaping was mature. We

2 were twenty-plus years old --

3 Q Sure.

4 A -- so.

5 Q But -- but, I mean, if you allowed it to just --

6 just grow unabated, it could be dangerous, couldn't

7 it?

8 MR. COMER: Objection.

9 A If it was let go, yes.

10 Q Right. And so by maintaining the shrubbery and

11 having these courtesy officers, though under no

12 obligation, one of the reasons for that is for

13 protection?

14 A Yes.

15 MR. COMER: Objection.

16 Q Okay.

17 THE COURT REPORTER: (To the deponent) I

18 didn't hear your response.

19 THE DEPONENT: "Yes."

20 THE COURT REPORTER: Okay. Thank you.

21 Q Who called the courtesy officer was -- if there was

22 an issue? Was it a resident or an employee of

23 Wellspring?

24 A A resident.

25 Q The -- so they -- they had their number?

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1 A Yes. Yes, they did.

2 Q Okay. Have you ever -- I know that you've --

3 you've given your deposition before --

4 A Right.

5 Q -- for this one. Have you ever given a deposition

6 other than that one?

7 A No.

8 Q Okay. I don't want to know any conversations that

9 you've had with Mr. Comer. None.

10 A Okay.

11 Q How much time did you spend reviewing documents or

12 depositions or interrogatories for this case?

13 A For this?

14 Q Yes.

15 A How much time?

16 Q Yes.

17 A An hour.

18 Q Okay. What materials have you reviewed in

19 preparation for this case?

20 A My resignation letter --

21 Q Okay.

22 A -- our policy book -- policy and procedures book --

23 Q Okay. Part of those we've gone over today.

24 A Right. My cancelation letter for the landscaper

25 --

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1 Q Okay.

2 A -- for H&S.

3 Q Okay. Do you have any opinions about this case, or

4 do you have any testimony you want to add or

5 subtract or amend or delete at this time?

6 A No.

7 Q Do you have any opinions you haven't told us about?

8 A No.

9 Q Other than Mr. Comer -- don't want to know what you

10 talked about with him -- have you talked about this

11 case with anyone else, like your husband or someone

12 else?

13 A No, not -- no.

14 Q Okay. Now, I know that you went to -- gosh, I

15 can't remember the guy's name. Where did you take

16 you course to become a licensed property manager?

17 A Was that Chip Brown --

18 Q Chip Brown. Chip Brown.

19 A -- I think. Yes.

20 Q Is it a -- was it -- is there a name of that school

21 or something, or --

22 A I think that was it.

23 Q Chip Brown?

24 A I believe.

25 Q In Charlotte, it's Mingle Real Estate. But is it --

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1 Q Okay. And then they could use those phones to call
 2 whoever they needed if they saw something, right?
 3 A They could use that or their personal phones.
 4 Q Okay.
 5 A Yes.
 6 Q Did -- did -- was -- were they able to make
 7 personal phone calls with these cell phones?
 8 A I -- I'm not -- I don't recall if they could or
 9 not, if it was only an incoming --
 10 Q Okay.
 11 A I don't remember.
 12 Q Now, was there any part of this particular
 13 apartment complex that had Section 8 housing?
 14 A No.
 15 Q Okay. Now, I know that there were courtesy
 16 officers at times, and I believe you said the
 17 residents could contact them if they had an issue.
 18 How would they know that?
 19 A They are told that when they move in. It's in our
 20 newsletters -- monthly newsletters, just a reminder
 21 of their phone number.
 22 Q Okay. So you have monthly newsletters that go out
 23 each month to the residents?
 24 A Yes.
 25 Q Okay. And did these monthly newsletters -- they

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1 would have the courtesy officer's phone number on
 2 that?
 3 A Yes.
 4 Q Okay. And did y'all keep copies of those
 5 newsletters?
 6 A Yes. In the marketing binder.
 7 Q Okay. Great. I believe Mr. Comer was asking you
 8 some questions, and he goes, "If it was your house,
 9 you'd consider it personal property" -- I mean
 10 "private property" --
 11 A Uh-huh.
 12 Q -- "right?" And then he said the apartment
 13 complex, they would -- they would expect that to be
 14 private property. Do you remember him --
 15 A Right.
 16 Q -- asking those questions?
 17 A Right.
 18 Q It's just -- it's no different than if you go to
 19 Food Lion. If they don't want you on their
 20 property, they can make you come up -- get off
 21 their property, right?
 22 A Right.
 23 Q That's private property.
 24 A Right.
 25 Q No different than a hotel asking you to get off

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1 their property --
 2 A Uh-huh.
 3 Q -- get off their property, right?
 4 A Right.
 5 Q Private property, right?
 6 MR. COMER: Objection.
 7 Q Correct?
 8 A Yes.
 9 Q And so it's a matter of, you know, whether each of
 10 those -- whether hotel, your home, a shopping
 11 center, or a apartment complex -- is private
 12 property. Wellspring and hotels and grocery
 13 stores, the public has access to all of those
 14 places?
 15 A They do.
 16 Q And it's the same for all of them: The public has
 17 access, right?
 18 MR. COMER: Objection.
 19 A Right.
 20 Q Now, I believe he asked you about the -- the
 21 courtesy officers. And the ones that I -- the
 22 closest ones that I could tell were Forgione and
 23 Panarello --
 24 A Okay.
 25 Q -- were the ones that were there -- the closest I

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1 could see. Now, do you recall seeing them walking
 2 the property?
 3 A Yes.
 4 Q Okay. Now, I know he asked you about Lisa Davis
 5 and Timir Patel and whether they had seen this or
 6 whether you had been notified they had -- knew
 7 anything about this. And your answer was "no."
 8 A Correct.
 9 Q Were you aware that Leesa Watson supposedly saw
 10 this?
 11 A Yes.
 12 Q And that she had actually identified somebody in a
 13 mug shot?
 14 A No. I didn't know that.
 15 Q Okay. And had given a statement to the police
 16 describing the people?
 17 A I don't recall that.
 18 Q Okay. And Leesa Watson also happens to be the
 19 person that -- was she the one that sued PRG and --
 20 A Yes.
 21 Q Okay.
 22 A Uh-huh.
 23 Q I believe when he asked you about the -- the
 24 narrative that she gave you --
 25 A Yes.

EXHIBIT 8

Page 30 1 branches. 2 Do you see that? 3 A. Yes. I see that. 4 Q. Do you agree with that? 5 A. I would say that this is 6 their recommendation to the company and 7 person that wrote it. 8 Q. Do you agree with that as a 9 representative and speaking on behalf of 10 PRG and Franklin Pineridge? 11 A. I would agree that you 12 should maintain your landscaping, but I 13 don't necessarily agree with the height 14 requirements. I think it's determined by 15 the actual type of shrubs and location 16 and -- 17 Q. Okay. Then if you go to -- 18 you see tip four, install video 19 surveillance, right? 20 A. I do. 21 Q. And there was no video 22 surveillance at this unit, was it? 23 A. No. 24 Q. And number five, have	Page 32 1 down for several generations. 2 Do you see that? 3 A. I do. 4 Q. And you would agree that 5 locks should be changed after somebody 6 moves out? 7 A. I do. 8 Q. It says: Weak strike plates 9 on doors. 10 You see that? 11 A. I do. 12 Q. And you agree that that is 13 something you shouldn't have, a weak 14 strike plate on a door? 15 A. Correct. 16 Q. And then it says: Neglected 17 landscaping near building entrances. 18 Do you see that? 19 A. I do. 20 Q. It says: Overgrown shrubs 21 and bushes near the entrances of an 22 apartment complex can be a major threat 23 to your overall home security. Such 24 places become ideal for criminals to hide
Page 31 1 someone on duty 24/7. You see that? 2 A. I see that. 3 Q. Y'all did have some courtesy 4 officers that were on duty at Wellspring 5 during this time, right? 6 A. During this specific time? 7 Q. Yes. 8 A. No, we did not. 9 Q. Okay. So there was no 10 courtesy officers on duty at Wellspring? 11 A. Not at the time of the 12 incident. 13 Q. Okay. Go to the next. It 14 says: Five home security threats in an 15 apartment complex. It says: Living in a 16 large apartment complex can offer a 17 feeling of community, which means single 18 people and families. And here are five 19 security threats which often pop up in 20 apartments complex and how you should 21 address them. 22 You see that part, right? 23 A. Yes. 24 Q. And it says: Locks handed	Page 33 1 and make a sudden move when someone is 2 approaching. 3 You see that? 4 A. I do see that. 5 Q. Do you agree with that? 6 A. It's all in the definition 7 of neglected. 8 Q. Okay. And you would agree 9 that if it is something -- if it would 10 affect the safety of a resident that it 11 should be addressed? 12 A. If it's affecting the 13 safety, as far as their egress and 14 ingress, then it should be addressed. 15 Q. And if it affects their 16 safety in regard to someone being able to 17 hide behind it, it should be taken care 18 of? 19 A. I mean that's -- that's a 20 subjective issue. 21 Q. It's subjective, but when 22 you manage your risk, what is your 23 opinion of what you should do on behalf 24 of Franklin Pineridge and PRG?

Page 50 1 it helps the safety of the residents 2 entering their apartment, but I don't 3 believe that lighting, alone, will deter 4 criminal element. 5 Q. Sure. It requires lighting, 6 courtesy officers. You did courtesy 7 officers. That was one of the reasons 8 you had them walking this -- this 9 complex, right? 10 A. Courtesy officers are there 11 for the customer service of the 12 residents. 13 Q. And the customer service 14 would be what? 15 A. They're responsible for 16 walking the property two hours a day. 17 They're responsible for being available 18 for non life-threatening issues that 19 happen on the property. They're there 20 just to promote customer service to the 21 residents. 22 Q. Okay. And while they -- I 23 know there wasn't any in -- at the time 24 that this occurred, right?	Page 52 1 newsletter. 2 Q. So when they called that 3 security pager in September, at the time 4 of this incident, what did they receive? 5 MR. COMER: Objection, form. 6 THE WITNESS: I can't answer 7 that question. 8 BY MR. HOOD: 9 Q. You don't know, do you? 10 A. I do not know -- 11 Q. Okay. 12 A. -- personally. 13 Q. Now, if we go to the next 14 page -- and I'm going down to landscape 15 with security in mind. 16 A. That's a question that Karen 17 Campbell would possibly be able to 18 answer. I just do not have direct 19 knowledge of the -- of the -- who had the 20 pager at that time. 21 Q. Okay. But you would -- you 22 would agree that, at least from the 23 newsletter, the only notification to the 24 residents was there was a security pager
Page 51 1 A. Yes. 2 Q. But there were some before 3 this occurred, right? 4 A. Correct. 5 Q. And before this occurred, 6 you had their security pager number in 7 the newsletter to the community, right? 8 A. I've seen that listed on the 9 newsletter. 10 Q. Okay. And that was -- and 11 the last time there had been a security 12 officer before this incident was sometime 13 in July of 2008, right? 14 A. Correct. 15 Q. But the August newsletter 16 and the September newsletter still had 17 the security pager number, right? 18 A. I did see that. 19 Q. And so you didn't tell the 20 residents that there were no longer 21 courtesy officers. In fact, you still 22 provided a security pager at that time, 23 right? 24 A. I seen it listed in the	Page 53 1 in July, August and September? 2 A. I seen it listed on the 3 newsletter. 4 Q. And, yet, they had not been 5 notified that there was a courtesy 6 officer in July, but there wasn't one in 7 August or September? 8 A. I don't have that knowledge, 9 whether a notification was made or not. 10 Q. You have not seen anything 11 that would indicate there was knowledge 12 that was given to the residents, one way 13 or another? 14 A. I haven't seen anything in 15 the documents I was presented yesterday, 16 but I don't have any -- I don't know if 17 there are documents available or not. 18 That would be a question to Karen 19 Campbell. 20 Q. Okay. It says: Landscape 21 with security in mind. It says: Trees, 22 shrubs and bushes are attractive 23 additions to your property, but they can 24 also be great hiding places.

1 can't guarantee the security, once again,
2 we're talking about managing the risk --
3 or not what you're talking about -- you
4 would agree that when you manage the
5 risk, you can't make guarantees, but you
6 can do things that can deter criminals,
7 right?

8 A. I believe that when you
9 properly maintain the property for
10 ingress and egress and habitability that
11 it does probably positively affect your
12 risk management and deter criminal
13 activity; but, again, it's not
14 guaranteed.

15 Q. Okay. Let me make sure I
16 understand. I just want to make sure I
17 understand.

18 A. Yes.

19 Q. When you -- when you do your
20 proper management of the premises in
21 regard to lighting, courtesy officers and
22 landscape maintenance for the safe
23 ingress and egress of the residents, it
24 may also possibly affect the deterrence

1 of criminals?

2 A. I believe that it has a
3 positive affect on deterring.

4 Q. Okay. Okay. And you would
5 agree that deterring is a good thing?

6 A. Any risk management, as far
7 as deterring, is a good thing.

8 Q. Okay. Okay. You would
9 agree that -- that -- that apartment
10 complexes should not let their budgets
11 get in the way of deterrence, should it?

12 MR. COMER: Objection to
13 form.

14 THE WITNESS: That's a --
15 that's a broad statement.

16 BY MR. HOOD:

17 Q. Okay. If -- if -- I'll give
18 you an example.

19 A. Okay.

20 Q. Okay? If you have the
21 ability to trim shrubs to an appropriate
22 height and you don't do it because of
23 budget constraints, would that be
24 appropriate?

1 A. Trimming -- landscaping of
2 bushes was in our contract and it -- and
3 it fit within our budget.

4 Q. Okay. And I'm just saying
5 from -- from -- as a hypothetical, if it
6 did not fit within your budget, would
7 that be right to not do something but put
8 your residents at risk?

9 MR. COMER: Objection to
10 form.

11 THE WITNESS: Again, we're
12 not -- that's not the case in --
13 in this -- and on our property.
14 It was within our budget, and it
15 was within our contract and --

16 BY MR. HOOD:

17 Q. Okay. Well, you saw
18 where -- well, these bushes were trimmed
19 back a lot after this abduction, weren't
20 they?

21 A. Two months later.

22 Q. Why?

23 A. Because when you -- when you
24 do a -- what they call a severe trimming

1 of the bushes, it has to be done in
2 late -- later fall or it has -- it can
3 kill all of the bushes. So it's normal
4 in the industry that you would have a
5 severe cutting of that nature in late
6 fall.

7 Q. Okay. So it's your opinion
8 for PRG and Franklin Pineridge that a
9 dead bush is more important than the
10 safety of its residents?

11 MR. COMER: Objection, form.

12 THE WITNESS: I'm sorry. I
13 don't understand the question.

14 BY MR. HOOD:

15 Q. Sure. You just said that
16 this severe pruning was done in
17 November --

18 A. Correct.

19 Q. -- because it was less
20 likely to die then, right?

21 A. Correct.

22 MR. COMER: Objection to
23 form.

24 BY MR. HOOD:

1 hiding behind that shrub, you couldn't
2 see them, could you?

3 A. I don't know, unless I was
4 actually there and someone was hiding
5 behind the shrub, to be able to answer
6 that.

7 Q. I'm six feet tall, and if it
8 was three feet, you could see me behind
9 that shrub, couldn't you?

10 A. It all depends how you
11 were -- how you were presenting yourself
12 behind the shrub.

13 Q. You're saying I could crouch
14 down to three feet and you couldn't see
15 me if it was trimmed to three feet?
16 That's PRG and Wellspring's testimony?

17 A. You're asking me if I could
18 see you standing behind the shrub. I
19 don't know unless I'm -- you're behind
20 the shrub. You're asking me to look at a
21 photo and determine the thickness of the
22 shrub, how much you can see through the
23 shrub.

24 Q. Okay.

1 A. This is just a photo.

2 Q. Okay. And that's PRG's
3 answer and you're sticking to it?

4 MR. COMER: Objection.

5 THE WITNESS: I'm just
6 telling you that, again, this is a
7 photo of a shrub. I don't know
8 what the actual shrub looked like.

9 BY MR. HOOD:

10 Q. Okay. You understand this
11 is going to be played to a jury, right?

12 A. I understand that.

13 Q. Okay. Good.

14 MR. COMER: Are we done with
15 this for a few minutes?

16 MR. HOOD: Yes.

17 BY MR. HOOD:

18 Q. You testified earlier that
19 this was part -- Wellspring was part of
20 the Harbison Community Association,
21 right?

22 A. We are.

23 Q. And as part of the Community
24 Association, you had to adhere to their

1 bylaws and their covenants and
2 restrictions?

3 A. We did.

4 Q. And as such, they also
5 have -- excuse me -- by being part of
6 that community, there were also walking
7 trails and open ingress and egress to
8 your property as a member of the HCA,
9 right?

10 A. Yes.

11 Q. And when you have open
12 ingress and egress, anybody can come on
13 your property, right?

14 A. Anybody can go on those
15 walking trails.

16 Q. Anybody can go on those
17 walking trails, and they can go on those
18 walking trails and come onto your
19 property?

20 A. Our property is private
21 property. Those walking trails are part
22 of the -- the South Carolina recreation
23 --

24 Q. Sure.

1 A. -- system.

2 Q. And -- and you are aware
3 that there are some apartment communities
4 in that area that actually put fences
5 around their property where their private
6 property begins, right?

7 A. There are communities in the
8 area that had fenced property.

9 Q. But y'all didn't do that,
10 did you?

11 A. No. We don't have a fenced
12 property.

13 Q. And you didn't put up signs
14 saying: No trespassers allowed, did you?

15 A. I -- I don't believe there's
16 any no trespassing signs on the property.

17 Q. And people can walk on those
18 trails and then walk up to the leasing
19 office to lease an apartment, right?

20 A. They would have the ability
21 to do so.

22 Q. And you were aware there was
23 a pond behind this community?

24 A. I'm aware there's a pond

EXHIBIT 9

Report of Unusual Occurrence

Wellspring Apartments

Property Name

Property Mgr: Pamela Penny-Turnbo Phone: (803) 781-9541

Incident Date: 12/25/04 Incident Time: found 6:00p.m.

Time reported to: Police X

Nature of Incident: Vandalism

Detailed Description of Event: Brian Deweese, our maintenance supervisor out recovering from foot surgery, called Christmas Eve and said his wife noticed a water hose hanging in the drop box of the leasing office. She removed the water hose when she found it and notified Brian who notified management. Karen Campbell was on-site. She reported to the office where she found our office flooded with 2 inches of standing water. Duraclean came out and removed all water, treated the floors/carpets to prevent mold and mildew, set up 2 industrial sized dehumidifiers and 7 industrial sized carpet fans. The water did not reach into our beautifully renovated clubhouse area, only the office area. Therefore, our new furniture was not affected at all. The office was restored by Sunday December 26th at 12:00 and we were open for business. There is no smell of mold or mildew at all remaining in the office. The carpet is completely dry. It is like it never happened.

Names and full address of parties involved: I evicted one resident this month. He left his apartment very clean. In light of that, I do not think that he would do this but I could be wrong. I believe that it may be kids coming down the trails from a troubled property nearby. (The Woods at Harbison)

Legal Action Taken: Police were called and reported. They attempted to take finger prints but the attempt was unsuccessful.

Current/Potential Problems with Existing Tenants:

Completed by

Date

Claim Number

EXHIBIT 10

1 premises liability?

2 A. Yes, I did one for that same Surveillance
3 magazine probably late '90s.

4 Q. Have you ever done any articles on
5 standards for lighting?

6 A. No. The standards for lighting in the
7 U.S. are basically determined by the Illuminating
8 Engineers Society of North America. And they
9 published a standard that is currently in place in
10 '93. So I don't think I would have done any writing
11 about that. I mean, they know so how much more
12 about lighting than I do.

13 Q. And I'm not suggesting that you write the
14 standards, but just any commentary about them, any
15 of their applications in cases, that kind of thing?

16 A. I don't think I've actually written
17 anything on it.

18 Q. How about any writings on or commentary on
19 standards for bushes or vegetation in terms of
20 height or trimming?

21 A. No.

22 Q. Do you ever write for the Risk Management
23 Associates' website?

24 A. Sometimes.

25 Q. Do you contribute to the blog on the

1 website?

2 A. I might have early on when we first
3 started it. I don't think I've done it in awhile.

4 Q. I forgot to ask you a question. Do you
5 know what a security officer is?

6 A. I do.

7 Q. Have you ever done any publishing or
8 writing on the proper use of a courtesy officer,
9 that kind of thing?

10 A. I don't think so.

11 Q. As someone who contributes to the Risk
12 Management Associates' website, and as the Chairman
13 of the Board, do you agree with the information that
14 is provided to the public on the Risk Management
15 Associates' website?

16 A. For the most part. Occasionally I will
17 get the notice that something has been added to the
18 website. And I'll go to it and -- there is one of
19 the ladies in the office that is responsible for
20 that. And I'll say, "Tasha, you know, I'm not real
21 sure about this." Early on years ago whenever we
22 did anything it was all run by me, but I don't do
23 that. I don't ask for that anymore.

24 Q. Okay.

25 A. It's more than I can do.

1 Q. I've asked you about publishing. Let me
2 ask you a little bit about speaking. Have you ever
3 done any speaking on premises liability to an
4 apartment complex?

5 A. I've done training for apartment managers
6 on premises liability.

7 Q. How about any in South Carolina? That
8 would be encompassed by kind of our earlier
9 questioning about the times you've worked with
10 apartment complexes.

11 A. Well, for about maybe a dozen years we
12 held -- and when I say "we" my company held an
13 annual symposium in Raleigh. And we had attendees
14 from typically the five or six states. North
15 Carolina and the five or six states right around us.

16 And we would have people from South
17 Carolina. And I spoke on premises liability
18 frequently at those, but I don't know, you know, who
19 the South Carolina attendees would have been.

20 Q. Sure. I saw at the bottom of your C.V. it
21 says something about training modules, manuals, and
22 policies and procedures that you've assisted in
23 writing. Do you have any training modules or
24 manuals on premises liability that you've used to do
25 some of this training?

1 A. The last -- I actually got asked this in
2 another deposition, and I went and researched it for
3 that deposition. The last one I still have was a
4 training class I did for apartment property managers
5 on security and premises liability. And I still
6 have -- I still have that information and those
7 materials that were provided to them in that class,
8 but that is the only one I still have.

9 Q. So that is something that is available
10 though?

11 A. Yes.

12 MR. HOOD: Brian, just one second.
13 I'm just trying to put her in on this phone.

14 (Discussion off the record.)

15 BY MR. COMER:

16 Q. Mr. Booth, let me just ask you a little
17 bit about some of your professional affiliations.
18 A.S.I.S. International, how long have you been a
19 member of that?

20 A. Since my early days at Gray Incorporated
21 which would have been in the early '80s.

22 Q. How does one become a member of A.S.I.S.
23 International? Do you just have to apply or do they
24 have to select you or what?

25 A. No. You just -- you have to be -- in

1 MR. HOOD: This is eight, right?

2 MR. COMER: Yes.

3 BY MR. COMER:

4 Q. Okay. Now we'll finally get to the good
5 stuff. What specifically are the opinions you
6 intend to offer in this case, Mr. Booth?

7 A. Do you want the opinions and the basis for
8 the opinions or do you want the opinions first and
9 then the basis second?

10 Q. Let's do the opinions first and the basis
11 second.

12 A. Okay. I have four basic opinions in this
13 case. The first of those is that this is a unique
14 property, unique to the Columbia area and unique as
15 apartment complexes go. And it essentially, as
16 representatives of the owners have said, it's an
17 apartment complex that is wrapped around a public
18 park.

19 And as such I would characterize it as
20 public property which is privately owned. And it is
21 my opinion that this placed an additional
22 responsibility on the managers and owners for
23 security that they did not meet. And that the
24 incident that occurred, which I believe was
25 foreseeable, occurred because of the lack of

1 security and the inadequacy of the security that
2 they provided.

3 Q. Hold one second. Okay. Let me make sure
4 I captured that. My understanding is you have four
5 basic opinions, and this is the first one; is that
6 right?

7 A. Yes.

8 Q. And the first one is this is a unique
9 property that you believe to be public property that
10 is privately owned which basically put additional
11 responsibilities on management and security that
12 were not met. And the incident occurred because of
13 a lack of security and inadequacy. Is that a fair
14 characterization?

15 A. The foreseeable incident.

16 Q. Foreseeable incident. Okay. What is your
17 second opinion?

18 A. The second opinion is that the vegetation
19 on the property was allowed to become overgrown and
20 provided a hiding place for the individuals who
21 committed this crime. If -- it is my opinion if the
22 vegetation had been properly maintained that this
23 crime would not have occurred.

24 Q. Okay. That is your second opinion. What
25 is your third opinion?

1 A. The third one is the lighting on the
2 property was totally inadequate and was a definite
3 causative factor in this crime, and I'm referring to
4 the September 18th, 2008, kidnapping and robbery of
5 Ms. Wright. And that if the lighting had been
6 adequate and had met the standards then existing
7 that this crime would not have occurred.

8 Q. Okay. That was your third opinion. What
9 is your fourth opinion?

10 A. The fourth opinion is that the complex
11 represented to residents that they had security
12 either in the form of security officers or what they
13 called courtesy officers. And that those officers
14 were expected to patrol the property. And that it
15 was reasonable for the residents to rely on those
16 patrols of the officers.

17 It is my opinion that had the courtesy
18 officers been there and been patrolling the property
19 as required that the perpetrators in this crime more
20 likely than not would not have been in the position
21 to rob and kidnap Ms. Wright.

22 Q. Okay. Are there any other opinions you
23 intend to offer in this case?

24 A. Those are the four basic opinions that I
25 intend to offer.

1 Q. And we'll get into more specifics on each
2 of them, but let me be specific. Do you have any
3 intention of offering any opinions on Ms. Wright's
4 ability to work?

5 A. No.

6 Q. Any intention of testifying about her
7 mental state?

8 A. No.

9 Q. Any intention about testifying --

10 A. Well, other than her mental state prior to
11 the incident as far as what her expected response
12 would have been had conditions been different.

13 Q. Okay. That is kind of a security
14 awareness type of --

15 A. Exactly.

16 Q. -- expectation?

17 A. Those will probably be my words.

18 Q. And last question on this particular
19 piece, you don't have any intention of testifying
20 about her damages in any form, do you?

21 A. I do not.

22 Q. Okay. In terms of your methodology for
23 arriving at your opinions, I think you said earlier
24 you follow the A.S.I.S. security assessment
25 methodology; is that right?

1 we've been practicing crime prevention in this
2 country is that we can impact that decision process.

3 If we can make him believe that his
4 activity is going to be viewed more than likely by
5 someone, and that the chances of him being
6 apprehended in the commission of the act are greater
7 in one place than they are in another, we can move
8 the commission of that -- we may not stop that
9 criminal act. We can move the commission of that
10 criminal act to another location.

11 So if we can get property managers to
12 practice those kinds of things, increasing those
13 sight lines, we can reduce the amount of crime that
14 occurs on their property, the one that they are
15 responsible for.

16 Q. Let's talk a little bit about the
17 entrances from Harbison to some of these complexes.
18 First, are all of them off of Harbison -- Harbison
19 Boulevard?

20 A. No. No. Some of them are off the next
21 parallel road and some of them are off the first
22 intersection up from Wellspring.

23 Q. When you enter Timberlake did you go
24 through, I guess, the front door entrance, the
25 drive-in entrance?

1 least that there is sign indicating you are entering
2 an area called Timberlake, right?

3 A. Yes.

4 Q. You would agree with me that there is also
5 a sign at Wellspring that says Wellspring Apartments
6 at the front, correct?

7 A. Yes.

8 Q. Is it apparent when you are at the road
9 and you are looking in that you can see that that
10 appears to be an apartment complex?

11 A. Yes.

12 Q. Okay. Do you think people in the general
13 sense typically consider apartment complexes to be
14 private residences?

15 A. Well, they consider the tenant space to be
16 private residences.

17 Q. Okay. Do you know what the rent is at
18 Timberlake?

19 A. When I did this I did know, but I didn't
20 put it down, but it seems like to me they are in the
21 750, 800 dollar range, something like that. I
22 don't --

23 Q. Do you know how that compares -- I'm
24 sorry. I didn't mean to interrupt you. It becomes
25 pretty conversational.

1 A. I'm sure I did. That is the way I would
2 enter all of them.

3 Q. Would there be a sign that said Timberlake
4 there?

5 A. Yes.

6 Q. Okay. And in the absence of any other
7 sign, that would notify you that you are now going
8 into a complex called Timberlake, right?

9 A. That's correct.

10 Q. And that would be an indicator that that
11 is private property, correct?

12 A. Well, there is an entrance into the
13 Harbison Recreation Center, but I don't believe that
14 that indicates that that is private property. So I
15 don't think just the sign with the name is enough to
16 indicate that it's private property.

17 Q. Okay. But you would agree with me that
18 signage at least indicates a demarcation between
19 when you are leaving the public road and into a
20 different area, right?

21 A. Well, you may be -- you may still be on a
22 public road.

23 Q. Okay.

24 A. No, I don't agree.

25 Q. Okay. But you would agree with me then at

1 A. Yes.

2 Q. Do you know how that compares to
3 Wellspring?

4 A. They are all about -- all of these are
5 about the same. There are no -- the only -- to use
6 a colloquial term, the only upscale apartment
7 complexes in this area I did not include in this.

8 And I generally get rates from Apartment
9 Finder magazine. And I just grab one of those at
10 a restaurant or something and look at it. So the
11 six that I chose are all similar to Wellspring. The
12 one different one is the PUD that was right next
13 door that I put in here.

14 Q. So is it fair to say that with regard to
15 Timberlake you considered it, I believe you said, to
16 have average access control, the vegetation was
17 better than average, physical security of the units
18 -- and I think that is like what is on the --
19 whether there are storm doors or not, that kind of
20 thing; is that right?

21 A. Are there deadbolts? Are there peep
22 holes? Are there -- if it has sliding glass doors,
23 are there Charlie bars? I'm just looking for what
24 is their security program about and how are they
25 practicing that.

1 If you always speak in the first person
2 and you suddenly go to third person or if you always
3 speak in present tense and all of a sudden you go to
4 past tense -- I told you more than you wanted to
5 know, but that is just some of the things.

6 Q. No, that is very useful. And it was
7 something that I was going to ask you later in this
8 deposition. How many hours of training would you
9 say you've had in this?

10 A. Just in this specific topic well over 120
11 or so maybe.

12 Q. Have you ever conducted interviews in a
13 professional capacity where someone asked you to
14 talk with someone to try and find out if they
15 weren't telling the truth or if they were not being
16 reliable?

17 A. Yes.

18 Q. How many interviews have you done?

19 A. At one point I interviewed 265 people over
20 four days.

21 Q. If you don't mind me asking, and if it's
22 Top Secret then obviously I don't expect you to give
23 me the answer, but was that something with the
24 government or was it something privately?

25 A. It was for a nuclear plant.

1 Q. Which nuclear plant was that, if you can
2 divulge it?

3 A. Well, if I don't have to tell any more
4 about it I can divulge it.

5 Q. That's fine.

6 A. Okay. It was Brunswick -- let's see.
7 It's called Brunswick Nuclear Facility or -- anyway.

8 Q. What year was that that you did these
9 interviews?

10 A. 2002 maybe. 2001. 2003. It was after
11 2001 because that changed everything.

12 Q. And I guess where I'm going with this is
13 you can learn a lot from talking to people, can't
14 you?

15 A. Yes.

16 Q. And you haven't talked to Mr. Howland in
17 this case, have you?

18 A. I have not.

19 Q. You would agree with me that his contract
20 indicates that he is responsible or H&S Maintenance
21 is responsible for trimming and shaping shrubs as
22 needed, correct?

23 A. That is what the contract says.

24 Q. Okay. Do you know if he ever had any
25 problems with anyone at Wellspring in terms of being

1 reprimanded, anything like that?

2 A. I do not.

3 Q. Do you know if he ever wasn't paid by
4 Wellspring so that that would impact anything he
5 says?

6 A. I do not.

7 Q. Do you know if he ever had any kind of
8 romantic interest with anybody at Wellspring to know
9 whether that would impact anything he says?

10 A. I do not.

11 Q. Speaking with him may give you some of
12 this information, wouldn't it?

13 A. It might.

14 Q. And you may also be able to test the
15 veracity of what he says in his affidavit, correct?

16 A. If I chose to do that I might.

17 Q. Okay. Let me ask you a little bit about
18 lighting. Are you aware of any law that requires a
19 certain amount of lighting for security reasons at
20 an apartment complex?

21 A. In Columbia, South Carolina, I am not.

22 Q. How about any regulation?

23 A. I'm not aware of one.

24 Q. How about any of the court cases that you
25 reviewed? Did it say anything about warning about

1 lurking criminals as a result of improper lighting?

2 A. No.

3 Q. Did it say anything about lighting in
4 common areas so as to prevent criminal activity?

5 A. No.

6 Q. Do you know of any other South Carolina
7 authority that would support this?

8 A. You mean statutory authority?

9 Q. Yes, sir.

10 A. No.

11 Q. Are there any industry standards
12 concerning lighting in an apartment complex?

13 A. The ones that I've mentioned previously.

14 Q. I think -- I apologize if I say it wrong.
15 It was the I.L.E.S.; is that right?

16 A. Something like that. Illuminating
17 Engineers Society of North America. So there has to
18 be an N in there, too.

19 Q. What are you relying on to opines that the
20 lighting was inadequate? And what I'm really trying
21 to ask you about now is you mentioned a lighting
22 study. Tell me a little bit about what you did.

23 A. I used a certified Cook light meter. The
24 meters are tested on an annual basis and certified
25 to be accurate. I used the method which is approved

1 by A.S.I.S. as well as by lighting engineers. I've
2 actually trained lighting engineers to measure
3 security lighting in the past.

4 Basically what we do is we are measuring
5 the lighting that would be used to identify a
6 person. So you are talking about from about
7 four feet -- three or four feet up to six feet. So
8 you hold the light meter with the photocell pointing
9 in a particular direction. And then we walk and do
10 360 degree circles because lighting comes from all
11 directions.

12 It has a digital readout on it. And I
13 record the -- I record the digital reading. And in
14 this case what I did was used the tape recorder and
15 light meter at the same time.

16 (Mr. Ridgeway left the room.)

17 THE WITNESS: It's -- the minimum
18 standard for a common area in an apartment complex,
19 according to the document that I have cited is
20 one-half foot candle which is not much light, but
21 about a tenth of what is in a drive-thru at
22 McDonalds.

23 But it is enough lighting to allow one
24 individual to see another individual with sufficient
25 clarity to be able to identify them later or

1 identify a photograph or identify a drawing or
2 anything. And, again, we are trying -- the whole
3 issue with lighting is we are trying to impact that
4 decision that is being made by the criminal.

5 If he sees that there is enough light that
6 he thinks he can be identified, then he's more
7 likely to go somewhere else. I started at -- I
8 think in this case I actually went up the ramp and
9 started at the foot of the ramp where -- and I
10 didn't have as much information at that point in
11 time as I do now.

12 But it was my belief that that is where
13 they were, they were at the foot of the ramp, the
14 two perpetrators. I first looked to see where the
15 light poles were. The are only really two light
16 poles that impact this whole area. And they are --
17 one of them is behind and beside, out in this common
18 area.

19 BY MR. COMER:

20 Q. I tell you what, if you didn't mind --

21 A. Okay. Let me do that. I'm sorry.

22 Q. Let's go ahead and just mark them, and
23 that way we can be pretty clear on Deposition
24 Exhibit 5.

25 A. I'm not comfortable with putting a mark on

1 the paper because I don't know that I know exactly
2 where it was.

3 Q. Sure.

4 A. It was casting no light on this area right
5 here. In other words, you could measure no light
6 coming from it. But because obviously I can turn on
7 a flashlight two miles away and you can see the
8 flashlight, I can see this light. It's in this area
9 back here somewhere.

10 Q. Okay.

11 A. I'm pointing to an area between 2200 and
12 2100 that looks like bushes.

13 Q. And that is the general vicinity?

14 A. The general vicinity of the light. The
15 other light I can tell you exactly -- the one that
16 is reference in all the other stuff we were talking
17 about, I can tell you exactly where that is.

18 And since this is Exhibit 5, I'm going to
19 make an X where that other light pole is. And it's
20 out beside the dumpster in front of Building 2200 in
21 the island. It's a wooden -- appears to me to be
22 about a four-by-four pole, maybe 12 feet high. It's
23 short for a light.

24 And it has a lantern-type fixture on top.

25 This particular light is a mercury vapor light. And

1 it is -- that is a bulb technology that I talked
2 about earlier that was developed and came into favor
3 in the '70s and maybe a little bit in the early
4 '80s.

5 On the Cook light meter from the bottom of
6 the steps out past the dumpster it never got -- the
7 lowest reading my meter will read is 1/10th of a
8 foot candle. That is the only reading I got. As I
9 got closer to the light, I could stand directly
10 under the light, it began to go up, but it never got
11 to 5/10ths of a foot candle even though the light is
12 from where my hand was maybe eight feet away. So --

13 Q. Before we go on, can you just because that
14 is a small X, can you do an arrow to it and then
15 just put your initials and that way we will know
16 that it's not just something that came -- when these
17 are copied, sometimes it's a little bit difficult to
18 pick up on the original of a person's notes.

19 A. (Witness complied.)

20 Q. Thank you. You said earlier 1/2 foot
21 candle is the industry standard for apartment
22 complexes; was that right?

23 A. Well, it's -- they identify open areas
24 that are -- I don't know exactly how they word it,
25 but basically it's areas that are open to the

1 they weren't clear on it either.
 2 Q. Do you have new knowledge as to how access
 3 to the trails is governed?
 4 A. I don't see any -- you mean access as to
 5 when people are allowed to use them?
 6 Q. (Nodded head.)
 7 A. I didn't see anything that governed the
 8 access.
 9 Q. Do you know whether or not the State of
 10 South Carolina or any kind of local authority
 11 controls those walking trails?
 12 A. I do not.
 13 Q. Do you know if anybody from the local
 14 police department ever walks on them?
 15 A. I don't.
 16 Q. Would that impact your analysis?
 17 A. It might, but -- I can't see how, but it
 18 might.
 19 Q. Do you know whether Wellspring can do
 20 anything in terms of placing a gate or anything on
 21 any of those trails legally?
 22 A. I don't know that.
 23 Q. Okay. Do we have any evidence in this
 24 case to show that the perpetrators gained access to
 25 the property by the walking trails?

1 A. I do not.
 2 Q. And if they said it was because they had
 3 been watching the Plaintiff's coming and goings,
 4 that would be relevant, wouldn't it?
 5 A. Yes.
 6 Q. And if they said they didn't care one way
 7 or the other about the shrubs, that would also be
 8 relevant, wouldn't it?
 9 A. Yes.
 10 Q. And if they said that any amount of
 11 lighting wouldn't have mattered, that would also be
 12 relevant, wouldn't it?
 13 A. Yes.
 14 Q. Do you know if anyone witnessed this
 15 crime?
 16 A. I know that a neighbor did not know she
 17 was witnessing it, but she actually did.
 18 Q. Do you know the name Lisa Watson? Have
 19 you ever heard that name?
 20 A. Yes.
 21 Q. And you haven't spoken with Ms. Watson in
 22 this case?
 23 A. I have not.
 24 Q. Are you aware that she was there with her
 25 dogs?

1 A. We do not.
 2 Q. And, in fact, have you seen anything to
 3 suggest that they were being followed when Ms.
 4 Wright was driving them around?
 5 A. I have.
 6 Q. In another vehicle?
 7 A. That's correct.
 8 Q. Would that tend to indicate that maybe
 9 they came there in a car with maybe some sort of
 10 accomplice?
 11 A. It might.
 12 Q. It would not suggest that they walked up
 13 to the complex, would it?
 14 A. I have no way of knowing.
 15 Q. Okay. Your opinion is that the
 16 Defendants' actions or omissions were the proximate
 17 cause of this abduction, correct?
 18 A. Absolutely.
 19 Q. I know and you know, but let me make my
 20 record. You haven't spoken to the two individuals
 21 that abducted the Plaintiff, right?
 22 A. I have not.
 23 Q. You don't know directly why they were
 24 positioned where the Plaintiff claims they were at
 25 the time of her abduction, do you?

1 A. I am.
 2 Q. Do you have any knowledge as to the kinds
 3 of dogs she has?
 4 A. I don't recall.
 5 Q. Okay. So you don't know if they are -- if
 6 she indicated they were aggressive or anything like
 7 that?
 8 A. I know that she had to hold one of the
 9 dogs back.
 10 Q. Okay. So we least know that someone being
 11 in proximity to these criminals with some dogs that
 12 had to be held back didn't stop them from doing it,
 13 don't we?
 14 A. We know that.
 15 Q. And --
 16 A. However, let me qualify that. The
 17 kidnapping had already taken place and was
 18 progressing at that point. So they were faced with
 19 no other choice but to continue on or else shoot the
 20 dogs and the neighbor.
 21 Q. So your belief is that they started this
 22 crime before she came walking up?
 23 A. Yes.
 24 Q. Now, obviously, like I said the record
 25 doesn't know this, Building 2200 is not a building

1 Number 13. Take a look at Paragraph Number 8. Do
2 you see that?
3 A. I do.
4 Q. After the lead in to the sentence it says,
5 "I was suddenly and unexpectedly confronted by two
6 men who jumped from behind the shrubbery." Do you
7 see that?
8 A. I do.
9 Q. That is different from what is in the
10 police report, correct?
11 A. The word "jumped" I don't believe is in
12 the police report.
13 Q. And it also says, "from behind the
14 shrubbery," right?
15 A. Yes.
16 Q. And in the police report it says they were
17 sitting on the ramp, right?
18 A. There is a lot more detail here than there
19 is in the police report.
20 Q. And this affidavit was provided for this
21 litigation, right?
22 A. Yes.
23 Q. And that is where Ms. Wright is seeking
24 monetary damages, right?
25 A. I would assume.

1 Q. Okay. And as a former law enforcement
2 official, which statement do you believe to be more
3 reliable, the one made at the time of the crime when
4 she is assisting law enforcement with apprehending a
5 criminal or the one she is making for a civil
6 lawsuit?
7 A. I think they both could be right.
8 Q. In spite of the fact they have different
9 information on them?
10 A. I think so.
11 Q. Have you reviewed the statement of Lisa
12 Watson?
13 A. Yeah, I did. Yes.
14 Q. And that statement was also made the day
15 after the incident, right?
16 A. Yes.
17 Q. Again, it was provided to help law
18 enforcement, right?
19 A. Yes.
20 Q. It wasn't provided in the context of any
21 litigation, right?
22 A. That's correct.
23 Q. And does it say where Ms. Watson and the
24 two men were?
25 A. I believe that it says that they were near

1 the dumpster, not Ms. Watson but Ms. Wright.
2 Q. I'm sorry. Thank you for the correction.
3 Where Ms. Wright was, in the vicinity of the
4 dumpster, correct?
5 A. Yes.
6 Q. Where is that in relation to the ramp?
7 A. In front of the ramp.
8 Q. Does it say anything in her statement
9 about overgrown bushes or being too dark or anything
10 like that?
11 A. It does not.
12 Q. Let me ask you about prior incidents
13 because I know you reviewed some in this case, prior
14 criminal incidents. What do you look for in prior
15 incidents when reaching decisions about security?
16 A. I want -- I want to look at incidents that
17 are in the same general area. In this specific
18 case, I elected not to pull crime stats from the
19 area around the apartment complex because there were
20 a significant number of incidents located in the
21 common area of the apartment complex itself.
22 There were a significant number of
23 breaking-and-enterings of cars, thefts of cars,
24 thefts of parts from cars, vandalism, thing of this
25 nature that were occurring in the common area of the

1 apartment complex.
2 Also found interesting the home invasion
3 that occurred shortly before this incident occurred
4 just in -- because of the brazen manner that is
5 involved in home invasion and the -- generally risk
6 of violent crime that -- not that home invasion is
7 not a violent crime. I think it is a violent crime,
8 but a more violent crime when one does something
9 like that.
10 Q. Okay. And I appreciate your answer. I
11 think you may have answered my question with your
12 last statement, but my question is when you are
13 looking at prior incidents in a particular area what
14 types -- what factors for prior incidents indicate
15 whether they are relevant to security or not?
16 For example, whether or not it's a
17 domestic incident versus stranger-on-stranger type
18 of violence, that kind of thing. What do you look
19 at?
20 A. In an apartment complex I typically do not
21 look at domestic incidents.
22 Q. Does the time of day or week, is it
23 relevant?
24 A. It could be. In this case I did not
25 consider it.

1 Q. Is when -- is when a criminal event
2 happened relevant? In other words, would you agree
3 with me that whether it happened before or after the
4 incident at issue is relevant to foreseeability?

5 A. Yes.

6 Q. Okay. So, in other words, if an incident
7 happened after Ms. Wright's incident, it bears no
8 relevance to foreseeability, does it?

9 A. I would typically not include those, and
10 if I did, I made a mistake.

11 Q. Okay. If an incident happens later, does
12 it have any relevance at all to your opinions on
13 security?

14 A. If the condition existed prior, and it
15 continues to exist, it does indicate to me that
16 there is a fault in the security program.

17 And speaking to that, when I went to the
18 property to measure the lighting, and you were
19 there, knowing that there was someone coming to
20 measure the lighting they still had lights that were
21 not operating which says to me their security --
22 their security awareness, their security program,
23 has some major problem, you know. I was very
24 surprised.

25 Q. Okay.

1 A. I don't normally see that.

2 Q. So going back to my original question
3 about post-Tony Wright's criminal incidents, you may
4 consider them to be relevant if the same condition
5 was present later?

6 A. Right. And continues to exist.

7 Q. Okay. Would you agree that whether crimes
8 are mostly theft or vandalism compared to crimes
9 involving violence is also a factor to consider when
10 looking at the relevance of criminal incident
11 reports to a case?

12 A. It's a factor to consider, yes.

13 Q. Let's take a look. I believe -- and I
14 apologize. I can't direct you to a specific case
15 because it's not numbered, but looking in Deposition
16 Exhibit Number 5, I'm going to a page that at the
17 top says, "Relevant parking lot crimes or outside."

18 A. Yep.

19 Q. You see that?

20 A. I got it.

21 Q. How did you determine these to be relevant
22 parking lot crimes? Is this just all the crimes
23 that occurred in the parking lot?

24 A. No. No. Some of these -- there were some
25 domestic issues that happened in the parking lot

1 that I did not include. So these are those crimes
2 that appeared to be stranger-on-stranger crimes that
3 happened out in the parking lot that would have been
4 impacted by better lighting, courtesy officer
5 patrolling, better sight lines, things of this
6 nature.

7 Q. Okay. Looking on this first page, it
8 looks -- would you agree with me -- and we are going
9 to talk about some of the specifics in a minute, but
10 that the vast majority of the ones listed on this
11 page relate to motor vehicle theft or theft of
12 parts, that kind of thing?

13 A. That is what you have in parking lots.
14 That's right.

15 Q. All right. There is one dated
16 December 4th, 2006, which is assault. Do you see
17 that?

18 A. Yes.

19 Q. And that is stranger-on-stranger assault?

20 A. Yes.

21 Q. Okay. Further down there is a July 13th,
22 2008, attempted home invasion. Do you see that one?

23 A. I do.

24 Q. Was that when the people were home?

25 A. That is my understanding.

1 Q. Okay. Outside of these -- and what I'm
2 really getting at here is what I'll characterize,
3 and I apologize if in law enforcement you guys
4 characterize it differently, but I'm talking about
5 what I would call violent crime, where somebody's
6 personal well-being may be impacted.

7 On the first page the only two instances
8 of violent crime or potentially violent crime are
9 the assault and the attempted home invasion,
10 correct?

11 A. Well, and here is the problem with
12 characterizing motor vehicle related crimes like
13 this as non-violent. If the owner of these cars had
14 come into the parking lot while these thefts were
15 taking place I think there is high likelihood that
16 they would have become not just a property crime,
17 but a crime against person.

18 And that is why I usually include those
19 because they are called precursor crimes. So the
20 crime had a high probability of becoming a violent
21 crime if someone had been discovered committing this
22 act. But other than that, your statement is
23 correct.

24 Q. Okay. So when you -- when you look at
25 cases for allegations of negligent security, do you

EXHIBIT 11

Page 22 1 outsourced? 2 A. Because landscapers are 3 better pruners than, you know, HVAC 4 technicians. 5 Q. Okay. And -- and do you 6 know why it was out -- I mean why it was 7 outsourced and instead of having your 8 regular landscape guy doing it, you had 9 somebody else do it? 10 A. I don't know. Sometimes -- 11 you know, for example, Trugreen is good 12 at maintaining turf, but, you know, Joe's 13 Tree Pruning service is better at pruning 14 trees. 15 Q. Okay. 16 A. But I don't -- specifically, 17 why this one was -- this particular 18 company was chosen, I don't know. 19 Q. Do you know why it was done 20 approximately two months after the 21 abduction of Toni Wright? And we looked 22 at that ledger and there was nothing -- 23 no line item for that four years before 24 that?	Page 24 1 upper management of -- of PRG Franklin 2 Pineridge in regard to those particular 3 allegations? 4 A. In addition to what Ms. 5 Roten has testified to? 6 Q. Sure. 7 A. I share the same position 8 that she did, that, you know, we 9 didn't -- you know, it's unfortunate, 10 what happened to your client, but, you 11 know, our maintenance of the property 12 didn't contribute to -- to what happened 13 to her. It's quite unfortunate. 14 Q. Okay. And when you say your 15 maintenance to the property, you're 16 talking about the provision of lighting 17 and -- 18 A. In a general sense. 19 Q. Okay. Now, the 20 maintenance -- you've heard us when we've 21 talked ad nauseum about safety versus 22 security, what means what. 23 What is your definition of 24 safety, or would you agree with her, that
Page 23 1 A. No. There's routinely 2 things outside of the budget that are 3 spent, so I wasn't surprised by that. 4 But I don't have the particular reason 5 why it was done. 6 Q. Okay. Now, you're aware of, 7 in this particular case that there are -- 8 there was a specific incident in 9 September of 2008 where Toni Wright was 10 abducted from Wellspring Apartments? 11 A. I am. 12 Q. And you're aware that there 13 are allegations by Toni Wright that there 14 was improper lighting or -- or shrubs 15 that weren't cut back or a lack of 16 security and that that contributed to her 17 being abducted? 18 A. I'm aware she's made those 19 allegations, yes. 20 Q. Okay. And you've heard Ms. 21 Roten testify today? 22 A. (Witness indicates.) 23 Q. Now, what is the position of 24 you, as the chief operating officer, or	Page 25 1 it's -- it's the maintenance -- it's 2 maintenance of the complex, the ingress 3 and egress of the residents, which could 4 lead to a deterrence of criminal 5 activity? 6 A. That's not my definition of 7 safety. I mean, maintaining our 8 buildings, you know, keeping roofs from 9 collapsing on people's heads, you know, 10 keeping toilets running, faucets running, 11 electrical panels, you know, from 12 sparking. Those types of things, you 13 know, are -- you know, are part of 14 maintaining a safe property. It's not 15 all encompassing, but those things, you 16 know, are part of it. 17 Q. Sure. What about when you 18 have stuff like -- you saw where we 19 talked about -- under your policies and 20 procedures, under security, it says: It 21 needs to be a well-lit property; replace 22 bulbs promptly. 23 You remember that, right? 24 A. I do.

Page 26 1 Q. And when you have that type 2 of a thing under security, is that an 3 acknowledgement that -- that you prefer 4 your proper to be -- property to be well 5 lit? 6 A. I mean, I prefer -- do you 7 prefer your home to be well lit? And I 8 prefer any, you know, property to be, you 9 know, well lit for a variety of reasons. 10 Q. And is one of those reasons 11 for the security of your residence? 12 A. You know, a well-lit 13 property certainly, as Ms. Roten 14 testified and, I believe, Brian, in 15 redirect -- redirected her question -- 16 you know, it's -- if it -- if good 17 lighting deters crime, all the better. 18 Q. Okay. And would -- would 19 PRG Franklin Pineridge agree that good 20 lighting helps deter criminal activity? 21 A. There's no question that 22 good lighting can contribute to -- is a 23 deterrent. Nobody would deny that. It's 24 sort of a common sense position.	Page 28 1 A. Uh-huh. I mean, but 2 shrubbery and lighting are two different 3 things. I mean, you'd have to look at 4 the shrubbery and the specific instance. 5 Q. You've seen this 6 particular -- you've seen the pictures, 7 right? 8 A. I've seen the pictures of 9 the shrubbery. 10 Q. And you're aware of this 11 specific incident? 12 A. I am. 13 Q. And you're the person that's 14 been designated by -- by PRG and Franklin 15 Pineridge to talk about this specific 16 incident? 17 A. I am. 18 Q. And, so, you've seen the 19 shrubs that existed? 20 A. I have seen the shrubs that 21 existed. 22 Q. Okay. I'm looking at -- 23 let's look at Exhibit 3, which are the 24 pictures.
Page 27 1 Q. Absolutely. And -- and -- 2 and you would agree that it would be 3 harder for someone to hide behind a bush 4 that's three-feet tall versus one that's 5 six-feet tall. 6 A. I wouldn't stipulate that. 7 Q. I didn't ask you to 8 stipulate. I asked what your opinion 9 was? 10 A. I wouldn't agree with that 11 statement, in a general sense. It's sort 12 of a hypothetical statement. 13 Q. Okay. What is the position 14 of PRG Franklin Pineridge about whether a 15 shrubbery three-feet high is more secure 16 to the safety of its residents than one 17 that's six-feet high? 18 A. I mean, you would have to 19 see where it was located. You would have 20 to look at the shrub. I mean, I'm not an 21 expert at safety, as it relates to 22 shrubbery. 23 Q. You've seen -- well, we just 24 talked about common sense, right?	Page 29 1 MR. COMER: Are you finished 2 with these, Randy, for the time 3 being? 4 MR. HOOD: Yes. I'm 5 probably done, period. 6 MR. COMER: Bear with me one 7 minute before you start. 8 MR. HOOD: While we've got 9 those -- let's -- let's mark 10 these. 11 MR. COMER: Okay. 12 MR. HOOD: And you can 13 explain what these are, just so I 14 know what they are. 15 THE WITNESS: It appears to 16 be the 2007 -- well, portions of 17 the 2007 budget and the 2008 18 budget template. 19 MR. HOOD: What was the last 20 one you had before this, Brian? 21 Numbers? 22 MR. COMER: 26 and 27. 23 MR. HOOD: Okay. So I have 24 2007 as 28.

1 railing -- is that the -- is that the
 2 same railing in B?
 3 Q. 3F is a good picture,
 4 showing what --
 5 A. Okay.
 6 Q. -- is in front of the
 7 bushes.
 8 A. Sure.
 9 Q. It doesn't appear that
 10 there's a walkway. I mean, you can walk
 11 there, but it isn't -- it isn't -- it
 12 doesn't appear like it's a sidewalk?
 13 A. Yeah. The mulch area is
 14 not --
 15 Q. The mulch area.
 16 A. -- a sidewalk. Right.
 17 Q. Right. And, so, if she
 18 was -- when she comes up at this --
 19 this -- when she parks about where that
 20 white truck is if it was turned around --
 21 A. Okay.
 22 Q. -- you would agree that
 23 there are parts of -- you can see some of
 24 the steps, but you can't see part of the

1 ads, other than those that have been
 2 provided?
 3 A. No. I mean, we did a search
 4 for all of the ads that we could find.
 5 These are them.
 6 Q. Is there anything in any of
 7 your ads that appear to be something that
 8 is not true?
 9 A. I mean, the first glance, I
 10 don't believe so.
 11 Q. And, in fact, on this very
 12 first ad, I mean, it's got a picture of a
 13 swimming pool, right?
 14 A. That's a -- yes, it does.
 15 Q. And it says: Come stroll
 16 along our walking path on your way to the
 17 pool or on your way to your spacious
 18 apartment home?
 19 A. That's what it says.
 20 Q. And the walking path on the
 21 way to the pool -- is that part of the
 22 Harbison walking path or is that a
 23 different walking path?
 24 A. There's a walking path -- so

1 steps and part of the ramp way, correct?
 2 A. That would be true.
 3 Q. And -- okay. Okay. That's
 4 all I have on pictures. Let's look at
 5 the ads. Let's just mark -- I'm going to
 6 mark them all as one, even though I've
 7 got them marked like -- I've got them as
 8 three different things, because they
 9 looked like they were three different
 10 ads.
 11 A. Sure.
 12 MR. HOOD: This would be 30,
 13 right?
 14 THE WITNESS: Yes.
 15 - - -
 16 (Deposition Exhibit No.
 17 Foster 30, Ads, was marked for
 18 identification.)
 19 - - -
 20 BY MR. HOOD:
 21 Q. These are the ads of
 22 Wellspring, right?
 23 A. They appear to be.
 24 Q. Are you aware of any other

1 if you're looking at this particular
 2 photo, there's a walking path outside of
 3 the pool area. It would be to the right,
 4 if you're staring at this photo.
 5 Q. Okay.
 6 A. And those would be, you
 7 know, walking paths that, you know, have
 8 existed for sometime or part of that
 9 Harbison and South Carolina State Park
 10 System.
 11 Q. It is part of the Harbison
 12 and South Carolina State Park --
 13 A. Right, but I think there's a
 14 permanent easement for those walking
 15 paths that -- I believe it actually
 16 existed before the property was built.
 17 Q. Okay. And so there -- there
 18 are permanent easements that go through
 19 the property for the public to be able to
 20 walk through the property?
 21 A. They're either easement or
 22 right-of-ways. I believe they're
 23 easements, in this particular case, but
 24 I'd have to look at the survey to confirm

1 that.

2 Q. Sure, but there are either
3 easements or right-of-ways that allow the
4 public to walk through this particular
5 property?

6 A. To walk on the walking path
7 that go through --

8 Q. On the walking path?

9 A. Certainly.

10 Q. They're contiguous to the
11 property?

12 A. Yeah. They're contiguous to
13 the property.

14 Q. Okay. And it's through the
15 property, as opposed to just along the
16 backside or along the side of the
17 property?

18 A. Right. When the property
19 was built, it was built around, in
20 between, the walking path. For whatever
21 reason, that's how they constructed the
22 property.

23 Q. Which -- which is in --

24 A. Which is a typical thing.

1 A. Right.

2 Q. -- the Harbison walking
3 trails go throughout the community, with
4 the right-of-way and the easements?

5 A. I don't -- they don't go
6 throughout the community. They're
7 restricted. One could view their paths
8 along -- you know, through the community,
9 by looking at a survey or an aerial
10 photo.

11 Q. Okay. But --

12 A. They're not -- they don't
13 just go every which way.

14 Q. Sure. But people are able
15 to walk through the community or beside
16 the community by using these Harbison
17 walking trails?

18 A. One can access the community
19 through -- on the walking trail,
20 certainly, as it was obviously designed
21 to do.

22 Q. And they can come up and
23 they can -- they can use these walking
24 trails and they can come up to the

1 You find that in the Carolinas quite a
2 bit, as you know.

3 Q. And -- and -- and that's
4 just -- that's something that is -- that
5 is particular to -- particular to this
6 community?

7 A. No. That's not particular
8 to this community. I mean, I -- we --

9 MR. COMER: Let him finish
10 his answer.

11 BY MR. HOOD:

12 Q. I apologize. I didn't mean
13 to say particular. But I mean -- I'm
14 talking about the Harbison Community
15 walking trails and their going throughout
16 this apartment community are particular
17 to this community, the Harbison walking
18 trails?

19 A. Are you implying that the
20 walking trails don't go through other
21 apartment communities?

22 Q. No. No. No. No. No. I'm
23 just saying, for this particular
24 community --

1 leasing office, right?

2 A. Presumably, if they had to
3 come into the lease office to rent an
4 apartment, certainly, but that's not
5 typically how you would come to the
6 leasing office. You would probably drive
7 and park your car and walk in.

8 Q. And -- and you also had a
9 pond there, right.

10 A. There's a pond that the
11 walking trail goes around. The pond also
12 was there, I believe, before the
13 apartment complex was constructed.

14 Q. And the pond is not part of
15 your private property, but it's part of
16 the rec. property?

17 A. I believe it's our property,
18 but, again, I don't think there's some
19 easement structure related to the pond.
20 I don't think we own the pond, or that
21 Franklin Pineridge owns the pond.

22 Q. Okay. But it's on your
23 private property?

24 A. Correct, but in the sense --

1 Q. I think this is the one
2 before the incident which occurred. And
3 it says it's a lease agreement between
4 PRG and Denise Toni Wright. Now, it is
5 not signed, but I'm assuming that there
6 is one signed somewhere, but I was just
7 going, on this lease, to -- under number
8 12, it has: The tenant covenants and
9 agrees that all rules and regulations
10 attached hereto and as described in the
11 resident's hand -- resident handbook.

12 A. Uh-huh.

13 Q. Do you see that? Is there a
14 resident handbook that you give to all of
15 the residents?

16 A. I don't think so.

17 Q. Okay.

18 A. This is a general lease
19 that, at the time, was used on, you know,
20 several communities, so it just may not
21 be applicable.

22 Q. Sure. And there's something
23 in here that I have noticed. The --
24 the -- you do not allow your people that

1 lease your premises to make their own
2 repairs of the property, right?

3 A. Correct.

4 Q. And they're not supposed to
5 go out and -- and replace the breezeway
6 lighting, are they?

7 A. No.

8 Q. And they're not supposed to
9 trim their own shrubs?

10 A. That's right.

11 Q. And -- and that's something
12 that -- that the lease -- they're not
13 supposed to do according to the lease?

14 A. Right.

15 Q. Okay. I'm just going to
16 make all of this just one thing, and I'm
17 just going to call it the Karen Campbell
18 pack. What exhibit are we -- 31.

19 MR. COMER: Okay. Yes.

20 MR. HOOD: Okay.

21 - - -

22 (Deposition Exhibit No.
23 Foster 31, Karen Campbell Packet,
24 was marked for identification.)

1 - - -

2 BY MR. HOOD:

3 Q. The first thing -- I've
4 asked you to look at what I have now
5 marked as Exhibit 31 to the deposition,
6 which is -- I'm going to call it the
7 Carol Campbell -- Karen Campbell packet.

8 A. Okay.

9 Q. It appears that in her
10 resignation letter on November 19,
11 2008 -- it says: With the past budgets,
12 I have proposed to have certain air ducts
13 cleaned to address complaints of mold
14 issues given by residents. This proposal
15 was cut due to costs. There have been
16 other concerns I have proposed but I've
17 been denied due to budget constraints. I
18 take resident concerns very personal and
19 to heart. I have looked into cost
20 effective ways to address resident
21 concerns but are unable to do so in --
22 with such an aggressive budget.

23 Do you see that?

24 A. I see it.

1 Q. Now, what -- what other --
2 how did she make these other concerns
3 known?

4 A. Presumably -- and at the
5 time, I wouldn't have -- I wasn't in my
6 current capacity. Presumably, she would
7 have notified -- either spoken verbally
8 to or written this letter to her
9 supervisor or her supervisor's
10 supervisor, which are Pam Williams or Pam
11 Penny.

12 Q. If -- if she made a verbal
13 report about concerns she had, would
14 there have been some kind of written
15 documentation, if she had these specific
16 concerns?

17 A. No. I think, you know,
18 casual conversation regarding -- or even
19 serious conversation regarding, you know,
20 budgeting or anything to do with the
21 property, over the phone, wouldn't have
22 resulted in a written documentation, but
23 she very well could have.

24 Q. Okay. It just says: These

EXHIBIT 12

**COURTESY OFFICER
INDEPENDENT CONTRACTOR AGREEMENT**

_____ (the independent contractor) and _____ Apartments (the
Property) for the Owner by PRG Real Estate Management, Inc. (Agent)

In consideration of the Agent permitting the Independent Contractor use of an apartment
designated, or to be designated, by Agent, Contractor agrees to perform the following contractual services:

- Spend a minimum of two hours each day off duty time walking the property.
- Answer calls when the following is observed:
 1. Domestic altercations
 2. Excessive noise
 3. Loitering
 4. Criminal acts
 5. Any act that within the professional opinion of the undersigned is contrary to the
expected conduct of individuals on the property.
 6. Submit a daily report to the Resident Manager on the attached form (Form 415A).

The parties covenant and agree that their relationship is that of Independent Contractor and that
Independent Contractor shall in no way be deemed or construed to be an employee of the property. For any
purpose whatsoever, including but not limited to any unemployment compensation and/or social security;
any applicable worker's compensation laws, and/or federal, state or other taxes, insurance or other benefits,
or any withholding in connection with the same.

Independent Contractor agrees while performing any services under this agreement not to carry a weapon
(unless required by his employer) and to conduct himself/herself in a reasonable and prudent manner, and
not to exceed at any time anything beyond the normal duty as performed by a police officer of the locality
where the designated apartment is located.

Either Party has the right to cancel this Agreement upon written notice to the other, in which
event the contractual relationship shall cease and terminate immediately and Independent
Contractor shall vacate the designated apartment within seven (7) days thereafter. Independent
Contractor agrees to leave the designated apartment broom clean and shall be liable for any
damage done to said designated apartment, reasonable wear and tear expected.

WITNESS the following signatures this _____ day of _____, _____.

Signature: _____
Courtesy Officer

Signature: _____
Property Manager

Address: _____

Employee Lease Addendum

Property Name

Employee Resident: Employee Name

Other Resident(s): Names of Other Residents

Premises: «Address»

As an added benefit of employment with PRG Real Estate Management, Inc. (Company), the employee may choose to reside on the premises of a Company-managed apartment community. In doing so, the above named Employee Resident and Other Residents (Residents) individually and jointly understand and agree to the following:

The current, market rental value of the premises is \$ _____. Employee's rental discount will be _____% of the market rental rate. The total rent, with discount, shall be \$ _____ per month, commencing _____. Additional lease fees such as cable, utilities, storage, pet fees, etc. are not included in the market rental value. The apartment rental rate shall be updated at the time of the Lease renewal to the then-current market rent for this unit.

All rental payments are expected to be on time. If the rent plus any other charges is not received by the Lessor on or before the 5th day of the month, a late charge of _____% of the full market rate must be paid. If the rent or other charges are not paid when due three (3) times within a twelve (12) month period, the rental discount will be terminated, and thereafter the full market rent must be paid for the remainder of the lease term.

Residents are responsible for all utilities as outlined in the Lease, no discounts are available for utilities of any kind. At communities where bulk cable is provided, the Resident will be required to purchase cable at the same discounted rate available to other residents. However, cable may not be provided free of charge.

Company has the right to change the assigned premises at any time, and the Employee Resident and Other Residents expressly agree to move to another apartment within ten (10) days of receiving written notice, if requested to do so by the Company.

Employee and employee's other household members are required to set a positive example for other residents by acting as a goodwill ambassador for the company. It is expected that he or she will live up to the spirit, as well as the letter of the law within the rules and regulations of the lease. Should any employee, other residents, their other household members, and/or guests fail to live up to Company standards of conduct on a property, it will become necessary to terminate the tenancy.

This lease will terminate seven days after the employee terminates his or her employment with the company, whether voluntarily or as a result of action by the Company. The Company retains the option to grant a new lease at market rent or to require the employee to move off the property. If a new lease will not be given, all Residents are required to vacate the apartment within the seven-day period following the conclusion of his or her employment. Upon the date of employment termination, Residents shall owe full market rent to the Company as per the Lease Agreement, prorated from date of termination through date of vacating the premises, and shall be in breach of the Lease Agreement and this Addendum if Residents fail to vacate as per this Addendum. Employee agrees to pay all costs, expenses, and attorney's fees that shall arise from Company's enforcement of the provisions of this Lease with regard to vacating the premises.

Upon employment termination, Residents agree that they shall in no way interfere with other residents of the community, and agree not to disclose any information acquired about any other residents, the Company, or employees of the Company.

Upon vacating the apartment for any reason, Employee Resident and all Other Residents will leave the apartment clean and in good condition, and agree to be billed for any cleaning and damages over and above normal wear and tear. Employee Resident hereby authorizes the Company to deduct from Employee's payroll check any and all amounts due the Company under the Lease including, but not limited to unpaid rent, utilities, cleaning and damage charges, subject to state law.

Management Representative Date

Employee Resident Date

Other Resident Date

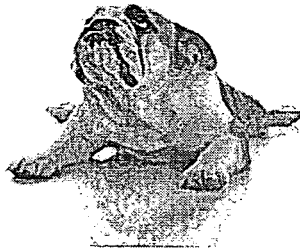
EXHIBIT 13

Wellspring Apartments

August Newsletter

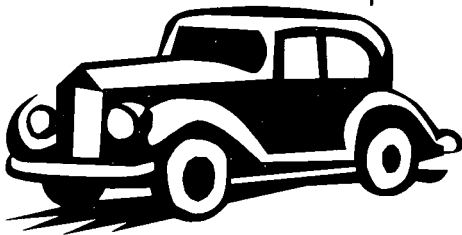
Paw Patrol

We would like to remind all residents to please continue to clean up after your pets. Not cleaning up after pets can cause pest and odor problems that can easily be avoided. There will be a \$100.00 fee added to your account for not cleaning up after your pet. Thank you all in advance for your cooperation. And please remember pets are not allowed on the patios unattended.



*We would like to remind all residents there is no assigned parking. We ask that second vehicles be parked away from the building so that all residents of each building can have at least one vehicle close to the building.

DO NOT PARK IN THE HANDICAPPED SPOTS!!! YOU WILL BE TOWED AT YOUR Expense!!!!!!!



All vehicles on the property should be registered properly and the tags must be kept current. Also, all vehicles must be in operable condition. Richland County Sheriff's Dept. has started patrolling apartment communities. They will tag/tow your vehicle if the above items are not in order.

Resident Referral

How would you like to choose your neighbors! Well now you can and get paid for it! For every friend, family member, and co-worker you refer that moves in you will receive \$300 off your rent! If you need applications or brochures to help you earn some extra cash just let us know. Thanks for helping spread the word and we look forward to you sending more great residents like yourselves!

Renters Insurance is always a great protection to have, at a low cost. Call today and find out what protection is best for you!!
Tina Washington: Allstate Insurance
803-798-4600
Randy Dryer: State Farm Insurance
803-407-0072

Call today!!!!

A Few Important Reminders...

***Rent is due the 1st day of each month. Late fees are charged at 9:00 am on the 4th. The late fee is \$75.00 and the fee must be included with the late rent payment.** If you want to pay after hours, you can use the night drop box located on the wall left of the front door. Any rent payment made after the 3rd must be paid by certified funds. **Evictions are filed on the 11th of each month!!**

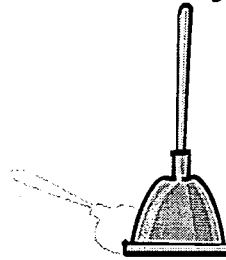
Resident Reminder

Direct withdrawal is always a great way to pay your rent. You will never have to worry about late fees again! Just bring a voided check, and your monthly rent will be taken directly from your account on the first of the month! It's that simple! Stop by the office for details.

Maintenance Emergency:

Please call the pager for emergency pages only.

- **A/C & Heat unit not working with the temp outside of 91 degrees or higher or below 50 degrees!!**
- **Loss of the use of both toilets for a two bedroom and loss of the toilet for one bedroom.**
- **No Hot water.**
- **Floods or Major Leaks.**



Maintenance Pager

803-355-0199

Security is also very top priority with us. So please call the security pager or Richland County Sheriff Dept if you see anything suspicious



Security Pager

803-355-0010

Richland Sheriff Dept

803-576-3000

EXHIBIT 14

By Outside Contractor

Only bonded contractors are allowed to work in occupied apartments without supervision by on-site personnel. They must provide a copy of the bond before entry. All others must be accompanied by one of our staff.

Key Control

Tight control over master keys and duplicate apartment keys must be maintained at all times. All keys should be kept in a secured location. The location should be located out of sight or easy access in the Leasing Center. Approval from the Property Manager or Senior Management will be needed for production or distribution of master keys. This practice should be kept to a minimum.

Where possible, common entries, laundry rooms, and storage shops should be on a working master, which Maintenance Technicians carry. This "service" master should not allow access to individual apartments or the Leasing Center. Duplicate apartment keys should be used by maintenance to gain access to apartments. Locks should be changed at each lease turnover. Locks may also be changed at the request of a resident for a nominal charge, payable directly to the office.

On call service technician(s) should have access to the key cabinet during evenings and weekends to respond to emergencies.

Lockouts

Lockouts and lost keys are a fact of life. Maintenance personnel should respond to requests for assistance in these matters with a positive, helpful attitude. Privacy and security, however, remains a primary concern.

The resident should first be asked to produce a driver's license or photo ID. If they can, and if the name matches the listed name on the lease, they may be let into the apartment.

Security

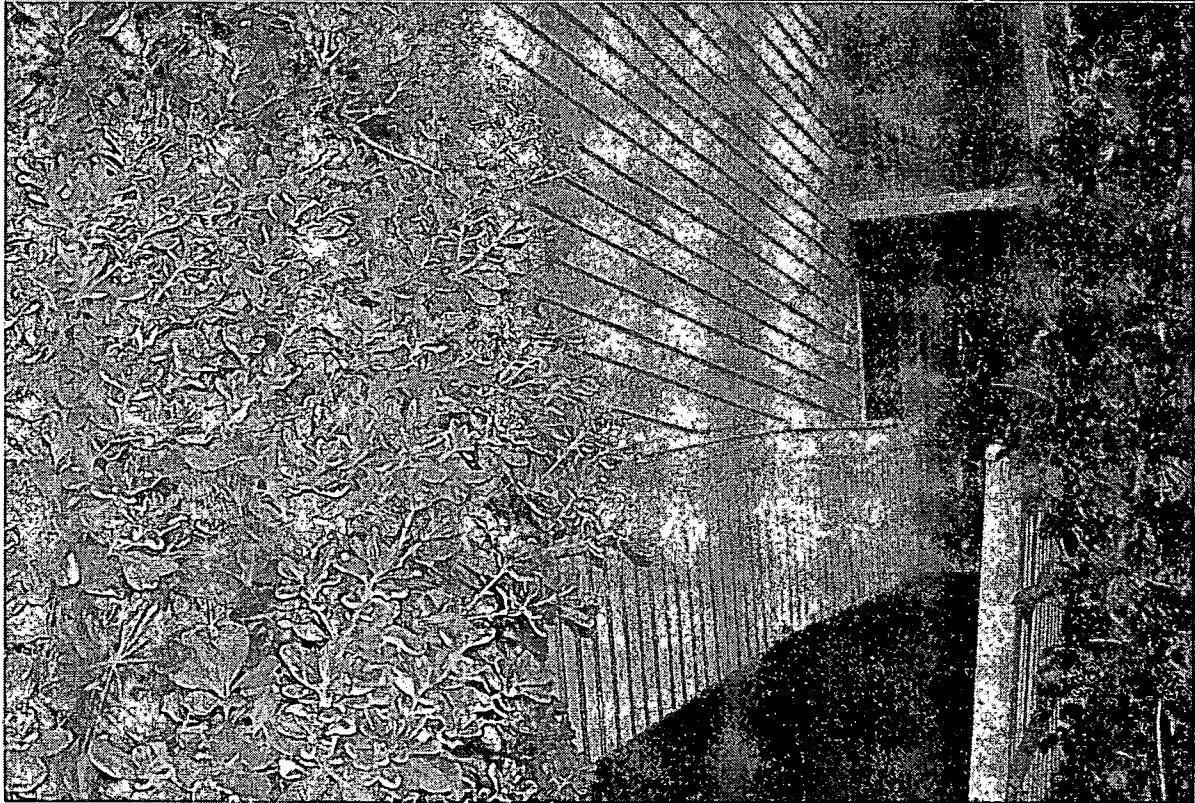
We generally do not provide security for our residents and employees should never indicate that we do so.

Nevertheless, it is our duty to help our residents to enjoy a safe and pleasant stay. Always maintain the following conditions:

- The property should be well lit.
- Replace bulbs promptly and use adequate wattage.
- Solicitation should be prohibited.

EXHIBIT 15











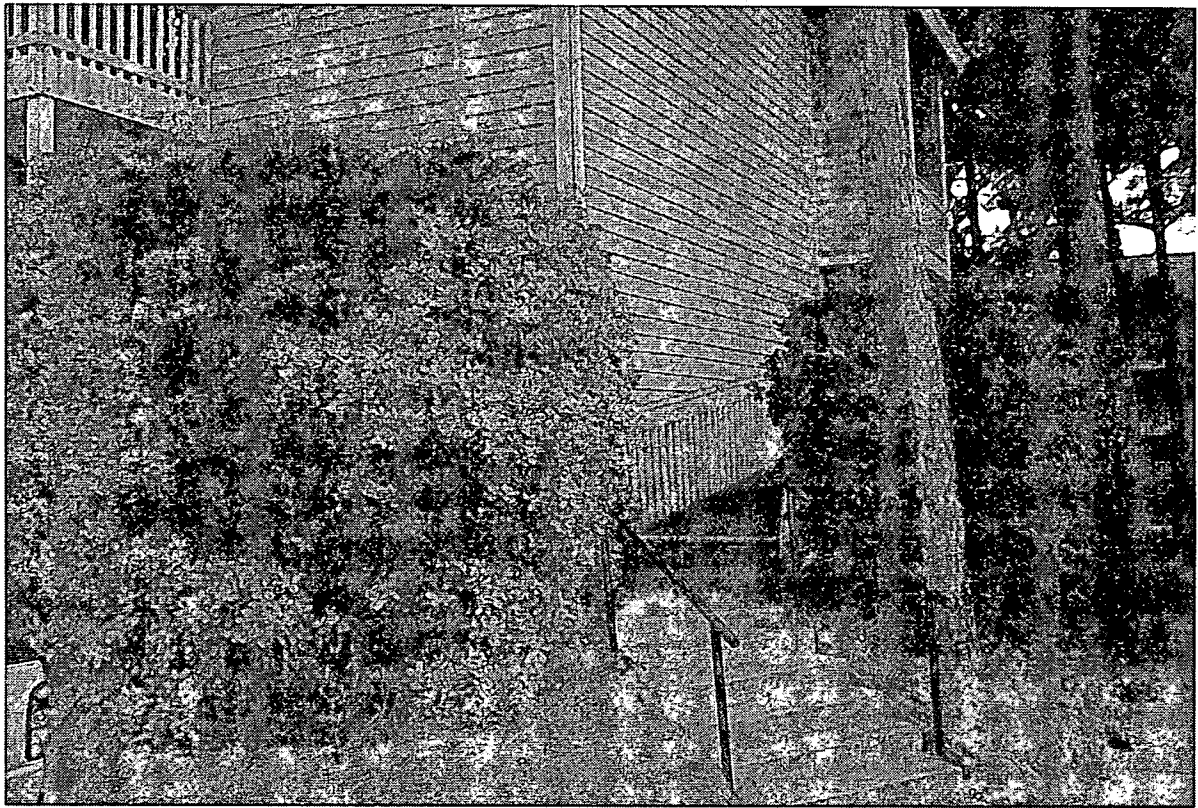


EXHIBIT 16

Maintenance Contract

PRG Real Estate dba Wellspring

Weekly services include:

- Cut and maintain grass at the proper height
- Edge all curbs and walkways on as needed basis
- Weed eat around buildings, sidewalks, fences, flower beds and driveways
- Remove and dispose of trash found on property while working
- Fallen and low hanging limbs will be removed and disposed of
- Fallen limbs due to bad weather will be removed as soon as possible
- Shrubs will be trimmed and shaped as needed
- Spraying weeds with Round Up at least every six weeks
- Roadways, sidewalks, entrances, breezeways and parking areas will be blown off to remove debris

Other services included in this contract:

- Pine straw installation in October (at extra cost)
- Fertilize turf in spring
- Seed as needed in spring and fall

Other services not included in this contract:

- Flower installation
- Aeration
- Mulch/ pine needle installation
- Installing plants/ shrubs
- Removing plants/ shrubs/ small trees
- Pressure washing
- Other services not limited to landscaping available upon request

This contract is based on a 7 month period from May 1, 2007 and ending November 30, 2007. This contract may be terminated by written thirty day notice including reason for termination. H&S maintenance will provide PRG Management with proof of insurance. Work lost due to bad weather will be rescheduled to comply with the contract.

Monthly Quote- \$1950

Client Signature

Karen Campbell

Date

5/2/07

H&S Maintenance

Shawn Smith

Date

5-2-07

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Denise Wright,

Plaintiff,

vs.

PRG Real Estate Management, Inc.,
Franklin Pineridge Associates, Karen
Campbell Individually and in her
Representative Capacity as an Agent of
PRG Real Estate Management,

Defendants.

IN THE COURT OF COMMON PLEAS

FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2011-CP-40-4068

**DEFENDANTS' REPLY BRIEF TO
PLAINTIFF'S MEMORANDUM OF LAW
IN OPPOSITION TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT**

RICHLAND COUNTY
FILED
2012 OCT 19 AM 10:56
JANETTE W. McBRIDE
C.C.P. & G.S.

Defendants PRG Real Estate Management, Inc., Franklin Pineridge Associates and Karen Campbell, Individually and in her Representative Capacity as an Agent of PRG Real Estate Management ("Defendants"), hereby submit this Reply Brief to Plaintiff's Memorandum of Law in Opposition to Defendants Motion for Summary Judgment.

I. INTRODUCTION

Plaintiff Denise Wright ("Plaintiff") relies extensively on certain pictures of shrubbery purportedly taken at the time of her incident to oppose Defendant's summary judgment motion. The pictures depict overgrown bushes, which Plaintiff alleges allowed third-party criminals to hide and then abduct, kidnap, and rob her. Plaintiff argues, *inter alia*, that but for Defendants' failure to maintain this landscaping, the criminal act would not have occurred. The court should not consider these photographs as part of Plaintiff's argument opposing Defendants' summary judgment motion because they are inadmissible.

II. ADDITIONAL FACTUAL BACKGROUND RELEVANT TO REPLY BRIEF¹

On November 17, 2011, Plaintiff served her Answers to Defendant's First Set of Interrogatories (Exhibit 1) and Responses to First Request for Production on Defendants (Exhibit 2). Plaintiff identified "Amber Conn Stockton" as a fact witness and represented she "took the photographs being produced with this discovery." (Exhibit 1, Response 2(a)). Plaintiff referenced attached photographs and included a CD with photographs in their native electronic form. (Exhibit 2, Response 2). A duplicate of the CD provided by Plaintiff, with all contents, is attached hereto as Exhibit 3. Included on Plaintiff's CD are ten pictures represented to have been taken by Ms. Stockton and designated by file names 088, 089, 090, 091, 100_0593, 100_0594, 100_0595, 100_0596, 100_0597 and 100_0598. (Exhibit 1, Response 2(a); Exhibit 3; *see also* Exhibit 4 (screenshot of files from CD)).

On April 16, 2012, Plaintiff testified Ms. Stockton took the photographs produced by her counsel, as follows:

- Q. Take a look at the second page. And it asks for a list of people. Amber Conn Stockton, do you know Ms. Stockton?
- A. Yes, I do.
- Q. And she's the person that provided some photographs; is that right?
- A. That's correct.
- Q. Did you ask her to take those photographs?
- A. No.
- Q. Okay. Do you know how she came to take those photographs?
- A. We worked together at the bank. And so *after she knew what happened to me* she just took them.

(Wright Depo. 26:15 – 27:3, cited portions of which are attached as Exhibit 5) (emphasis added). Plaintiff later testifies she is not sure when Ms. Stockton took the photographs. (*Id.* at 73:16 – 74:1). The photographs were marked as Exhibit 4 to Plaintiff's deposition, and they

¹ Defendants' provided a more extensive "Relevant Factual Background" at section II. of their Memorandum in Support of Defendants' Motion for Summary Judgment filed with the court on September 27, 2012.

were marked as exhibits in other depositions and at least one affidavit.² Ms. Stockton has never provided her testimony (either in deposition or affidavit) to authenticate the photographs.

Defendants moved for summary judgment in this matter on August 2, 2012, and filed a supporting memorandum on September 27, 2012. The court heard oral argument on October 1, 2012 before the Honorable W. Jeffrey Young. At oral argument, Plaintiff served her Memorandum of Law in Opposition to Defendants Motion for Summary Judgment, which referenced the photographs and included one of them as part of an exhibit. (See Exhibit 15 to Pl.'s Opp. Memo., page 1). At the conclusion of argument, Plaintiff's counsel moved all depositions into evidence to preserve the record, which would include depositions referencing the photographs as a marked exhibit.

Judge Young granted Defendants ten days to review Plaintiff's opposition memorandum and file a reply brief. On October 17, 2012, Defendants requested leave and additional time from the court to file a reply so as to address evidentiary issues raised by the photographs. (Exhibit 6). The court granted Defendants request on October 19, 2012. (Exhibit 7).

III. ADDITIONAL APPLICABLE LEGAL STANDARDS³

Rule 56(e) of the South Carolina Rules of Civil Procedure sets forth that for purposes of summary judgment, "[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such acts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matter stated therein." South Carolina's appellate courts have interpreted Rule 56(e) to mean materials used to support or refute a motion for summary

² Specifically, these photographs have been marked as exhibits in the depositions of Karen Campbell (Exhibit 9), Meschelle Roten (Exhibit 3), and William Booth (Exhibit 11). One of the photos has been attached as Exhibit A to the Affidavit of Shaun Howland.

³ Defendants' provided a more extensive "Applicable Legal Standard" at section III. of their Memorandum in Support of Defendants' Motion for Summary Judgment.

judgment must be those which would be admissible in evidence. *Hall v. Fedor*, 349 S.C. 169, 561 S.E.2d 654 (Ct. App. 2002) (citing *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991); *Moon v. Jordan*, 301 S.C. 161, 390 S.E.2d 488 (Ct. App. 1990); *Moss v. Porter Bros., Inc.*, 292 S.C. 444, 357 S.E.2d 25 (Ct. App. 1987)).

IV. ARGUMENT

The sole issue raised by this reply brief relates to Plaintiff's reference to photographs produced by Ms. Stockton and relied on extensively at oral argument and in Plaintiff's opposition memorandum. The court should not consider these photographs in rendering a decision on Defendant's motion because they are not admissible.

First, the photographs are inadmissible hearsay. S.C.R.E. 801, 802. Plaintiff presents them as evidence of the shrubbery as it appeared at the time of her incident, and she claims their appearance allowed her attackers to be concealed. (Pl.'s Opp. Memo. at 20-21). Plaintiff's counsel has echoed this same representation in other depositions. (Roten Depo. 69:22-24, 73:6-10, selected portions of which are attached as Exhibit 8) ("Q. Okay? And when you -- 3A [one of the photographs] is *what she contends the shrubs were like at or near the time of the abduction*. A. Okay. . . . Q. So it would obscure part of your sight line?") (emphasis added). However, Plaintiff did not take the photographs at issue. She has no personal knowledge of them, including when they were taken. (Wright Depo. 26:15 -- 27:3, 73:16 -- 74:1, Exhibit 5). Ms. Stockton took the photographs, and Ms. Stockton has never provided any testimony or affidavit concerning them. Accordingly, the photographs are hearsay evidence; neither the photographs nor any testimony relying on them is admissible. S.C.R.E. 801, 802. This would include portions of Mr. Howland's affidavit since he attaches one of the photographs and states

he understands it to be "the shrubs as they appeared on the morning of September 19, 2008 at Building 2210." (Exhibit 3 to Pl.'s Opp. Memo., at ¶ 6).

Similarly, these photographs have never been authenticated by Ms. Stockton, which is a precondition to their admissibility. S.C.R.E. 901. To the extent Ms. Stockton actually took pictures of the shrubbery around the time of Plaintiff's incident, the metadata stored in the native files of the photographs do not support these are the correct files. The metadata can be obtained by "right-clicking" each file and selecting "Properties." Once in "Properties," the user can select the "Summary" tab, which provides a history for each photograph. (See Exhibit 9, with screenshots for each photograph). When doing this for each photograph, the summaries indicate they were taken by a Kodak Easy Share C743 camera between 9:18 and 9:19 a.m. on February 24, 2006. This is more than *two-and-a-half years* prior to Plaintiff's September 18, 2008 incident. This information calls into question the authenticity of the photographs, i.e. that they are actually photographs taken by Ms. Stockton after the incident. Furthermore, if the only photographs Ms. Stockton *ever* took were from two-and-a-half years prior to Plaintiff's incident, then they are also inadmissible. They are irrelevant to Plaintiff's incident and unreliable as accurate depictions of the shrubbery at the time it happened. S.C.R.E. 401, 402, 403.

Defendants maintain these evidentiary issues with the photographs are fatal to their consideration by the court. South Carolina law requires evidence used in opposition to a summary judgment motion to be admissible. S.C.R.C.P. 56(e). The photographs that are the subject of this reply brief are not admissible and should be excluded from consideration.

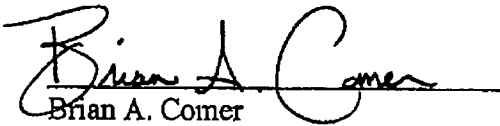
IV. CONCLUSION

With regard to the remaining arguments in Plaintiff's opposition memorandum, Defendants incorporate their supporting memorandum by reference, which addresses and refutes these remaining arguments and need not be revisited in this reply brief.

Respectfully submitted,

COLLINS & LACY, P.C.

By:



Brian A. Comer
1330 Lady Street, Sixth Floor (29201)
Post Office Box 12487
Columbia, South Carolina 29211
(803) 256-2660
(803) 771-4484 (f)

Attorneys for Defendants PRG Real Estate
Management, Inc., Franklin Pineridge
Associates and Karen Campbell

Columbia, South Carolina
October 19, 2012

Exhibit 1

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.:2011-CP-40-4068

**PLAINTIFF'S ANSWERS TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES**

VS.

Defendants.

The Plaintiff herein answers Defendant's First Set of Interrogatories as follows:

1. Set forth the following information about the Plaintiff:
 - a. Full name;
 - b. Social Security Number;
 - c. Date of Birth;
 - d. Driver's license state and number;
 - e. Current address(es);
 - f. Name and address of current employer(s);
 - g. Current salary;
 - h. Name(s) and birthdates of any children;
 - i. Previous addresses for the past ten years; and
 - j. Electronic mail (email) address(es) from 2006 to present.

ANSWER:

- a. Denise Toni Wright;
- b. 100 Walden Heights, No. 712, Irmo, SC 29063;
- c. Social Security No. [REDACTED];
- d. Date of birth [REDACTED];
- e. Driver's license: South Carolina [REDACTED];
- f. Unemployed;
- g. Children: Tasha Curtis born [REDACTED];

- h. Up until 2008 the Plaintiff was employed by BB&T Bank;
- i. Same as above and Wellspring Apartments.
- j. Email address: twright1020@aol.com.

2. Identify by name, address, and telephone number each and every person known to Plaintiff or Plaintiff's counsel to be witnesses to, or to possess information, concerning the facts of this case, and indicate whether or not written or recorded statements have been taken from the witnesses and who has possession of such statements.

ANSWER:

a. ~~Amber Conn Stockton~~
~~128 Black Creek Lane, Apartment 1308~~
~~Irmo, South Carolina 29063~~

~~Mrs. Stockton lived in the same building as the Plaintiff and took the photographs being produced with this discovery. Mrs. Stockton is generally expected to testify to the events and environment described in the Complaint.~~

b. Michelle Pilcher
BB&T Bank
Bradenton, Florida.

Ms. Pilcher was a co-worker of the Plaintiff's and is expected to testify regarding how this event affected the Plaintiff's life.

c. Freddy Wain
500 White Avenue
West Columbia, South Carolina 29169

Ms. Wain is expected to testify regarding how this event affected the Plaintiff's life.

d. Tasha Curtis
1143 Chadford Road
Irmo, South Carolina 29063.

Ms. Curtis is expected to testify regarding how this event affected the Plaintiff's life.

e. Cassie Radford
Victims Advocate
Richland County Sheriff's Department.

Ms. Radford is expected to testify as to the event in question and how it affected the Plaintiff.

- f. Susan Boyd
2013 Shady Grove Road
Irmo, South Carolina 29063

Ms. Boyd is expected to testify regarding how this event affected the Plaintiff's life.

- g. Linda Zaepfel
Barabas Medical Behavior
Columbia South Carolina.

Ms. Zaepfel is expected to testify regarding the Plaintiff's counseling and how this event affected her life. The Plaintiff also reserves the right to call this witness for expert testimony regarding traumatic events and the effect that they have on an individual.

- h. Debbie Adams
1719 Shade Wood Drive
Columbia, South Carolina 29212

Ms. Adams is expected to testify regarding how this event affected the Plaintiff's life.

- i. Nellisa Davis
Columbia, South Carolina

Ms. Davis was a former tenant at Wellspring Apartments and is expected to testify regarding her observations and experiences with the Defendants. A copy of Ms. Davis' affidavit is being provided with this discovery.

- j. Timir Patel
Columbia, South Carolina

Mr. Patel was a former tenant at Wellspring Apartments and is expected to testify regarding his observations and experiences with the Defendants. A copy of Mr. Patel's Affidavit is being provided with this discovery.

- k. Unidentified employees and tenants of Wellspring Apartments.

These witnesses are expected to testify regarding the facts and allegations set forth in the Complaint.

- l. Personnel of the Richland County Sheriff's Department

These witnesses are expected to testify regarding the facts and allegations set forth in the Complaint.

3. For each person known to Plaintiff or Plaintiff's counsel to be a witness to or to possess information concerning the facts of this case, set forth either a sufficient summary to inform Defendant of the important facts known to or observed by such witness, and/or provide a copy of any written or recorded statements taken from such witness.

ANSWER: Please see response to Number 2 above.

4. State the name, address and employer of any person who has investigated or made any examination or evaluation of any events forming the basis of the Complaint, and identify each person contacted during the course of such investigation.

ANSWER: Representatives of the Richland County Sheriff's Department.

5. As to each investigation or examination, please state whether any written record or report was made and if so, the name and address of each person who has possession of the original or a copy of that written record or report.

ANSWER: A copy of the investigative materials from the Richland County Sheriff's Department is being provided with this discovery.

6. Set forth and describe, with specificity, a list of papers, reports, diagrams, videos, documents, electronically stored information, correspondence, memoranda, photographs, illustrations, plats, sketches, models, and any other tangible things in Plaintiff's or Plaintiff's counsel's custody or control that relate to any allegation, claim or defense, in the case.

ANSWER: Please see photographs attached to these discovery responses.

7. Set forth the names and addresses of all physicians, chiropractors, or other healthcare personnel, who have treated you for any problem (physical or mental) for the past 10 years, including all hospitals, clinics, or offices to which Plaintiff has been admitted or from which Plaintiff received care or treatment, including any providers who treated Plaintiff in connection with the injuries which relate to this litigation, and also set forth a statement of all medical costs for each.

ANSWER: Plaintiff objects to this request on the grounds that it was seeking information that is not reasonably calculated to lead to the discovery of admissible evidence. As a result of this incident the Plaintiff did not treat with any physician or chiropractor however did see a mental health counselor. The mental health counselor was Linda Zaepfel at Barabas Medical Behavior. The Plaintiff also was assisted by Richland County Victim's Assistance program counselor Cassie Radford.

8. List any prior injuries, diseases or medical problems suffered or sustained by the Plaintiff and provide the name and address of all practitioners of the healing arts who provided treatment for such injury, disease or medical problem, including but not limited to, the name or

names of the family physician or physicians.

ANSWER: The only prior treatment that the Plaintiff received which is reasonably calculated to lead to the discovery of admissible evidence was limited counseling that she received as she was going through a divorce many years ago. The Plaintiff does not recall who the counselor was however indicates that the counselor was in the City of Columbia.

9. State the name, business address, and business telephone number of all persons whom Plaintiff expects to call as an expert witness at trial, and for each such person:

- a. State the subject matter on which the expert is expected to testify;
- b. State the substance of the facts and opinions to which the expert is expected to testify;
- c. Provide a summary of the grounds for each such opinion;
- d. Identify all facts and evidence relied upon by each expert in making such opinions; and
- e. State whether the expert has issued a written report.

ANSWER: The Plaintiff has not yet determined if any expert witness will be called however will supplement this response accordingly.

10. Set forth, with complete specificity, an itemized statement of all alleged damages, including all noneconomic or special damages, claimed to have been sustained by Plaintiff, including a list of the documents or other evidentiary material on which the alleged damages are based. As an alternative to providing a list, Plaintiff may attach a copy of any documents or evidentiary materials on which the alleged damages are based (including, if alleging past or future lost wages, copies of Plaintiff's income tax returns for the last five years).

ANSWER: The Plaintiff will be supplementing this discovery with copies of her income tax returns. As a result of this incident, she was no longer able to work at her job with BB&T.

11. Identify the name, address and telephone number (or other applicable contact information) of employers of the Plaintiff for the past ten years.

ANSWER: Plaintiff was employed for approximately 20 years prior to this incident with BB&T Bank in Columbia, South Carolina.

12. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claims in the Complaint, the number or numbers of the policies involved, and the amount or amounts of liability coverage provided in each policy.

ANSWER: This interrogatory is not applicable to the Plaintiff.

13. If Plaintiff or any other person has received any compensation or benefits from another person or entity for damages allegedly sustained in connection with the events forming the basis of the Complaint, please identify the persons or entities giving and receiving the

payment, the amount of any benefits or compensation received and the name of any attorney representing Plaintiff in the effort to obtain that payment.

ANSWER: None.

14. Please acknowledge whether you have ever received Medicare or Medicaid assistance. If so, specify whether such assistance was in relation to any medical treatment allegedly caused by the actions of the Defendants.

ANSWER: None.

15. State whether Plaintiff ever been involved in any other legal action, either criminal or civil, as a Defendant or Plaintiff. If so, state:

- a. The date and place each action was filed, including the name of the Court;
- b. The name of the other party or parties involved;
- c. The number of such action;
- d. The names of the attorneys representing each party; and
- e. A description of the nature of such action.

ANSWER: None.

16. If you have ever made a claim for injuries received in an accident, whether automobile related or not, please provide:

- a. The date and location of the incident;
- b. The injuries sustained;
- c. The name of the person against whom you made claim;
- d. The name of the insurance company against which you made claim;
- e. The name and address of your attorney or attorneys, if any;
- f. The name and address of any attorney for the defendant, if any; and
- g. The disposition of the case including any amount of settlement or verdict.

ANSWER: Approximately 15 years ago the Plaintiff tripped and fell on a sidewalk in the Harbison Boulevard area of Richland County. She approached the restaurant where the fall occurred regarding payment of her medical bills however no medical bills were ever paid and she was not compensated for her injuries.

17. Identify all applicable industry standards, and/or national, state or local laws, regulations, codes and/or standards that Plaintiff or Plaintiff's counsel claims that Defendants violated with regards to the events which are the subject of the Plaintiff's Complaint.

ANSWER: The Plaintiff will rely on South Carolina common law, South Carolina case law and applicable industry standards in property management.

18. Identify each and every individual who supplied information used to answer these interrogatories and identify his, her or their relationship (legal, official, or otherwise) with the

Plaintiff.

ANSWER: These Interrogatories were answered by the Plaintiff with the assistance of counsel.

19. If you have ever been injured in an accident (whether automobile related or not), set forth the nature of such injuries, the date and manner in which you were injured, the names and addresses of all physicians who treated you, and all hospitals in which you were treated.

ANSWER: Other than the accident described in Interrogatory No. 16, the Plaintiff has suffered no other injuries.

20. State all of your relatives, your spouses' relatives, you ex-spouses' relatives who are over the age of 18 and live in the county in which this lawsuit has been filed (Richland County) including addresses and telephone numbers for each.

ANSWER: Tasha Curtis and Tiffany Metts.

21. Identify any and all substances you may have consumed during the 24 hour period prior to the incident, including but not limited to, alcohol, prescription drugs, non-prescription drugs, foods and/or beverages containing significant amounts of caffeine.

ANSWER: None.

22. State whether you wear prescription eyeglasses and/or contact lenses now or at the time of the incident.

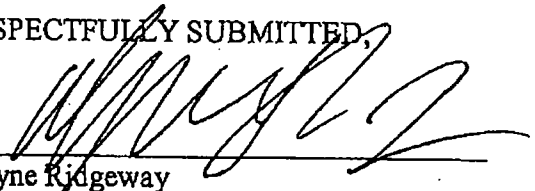
ANSWER: The Plaintiff wears contact lenses and has worn them for many years.

23. Set forth fully any statements, exclamations or threats which you contend any employee of Defendants uttered at the time of the incident.

ANSWER: The Plaintiff had many conversations with the Defendants regarding lighting and shrubbery height. She was informed by the Defendants that the lighting issues were not their responsibility but that a work order would be submitted to SCE&G. With regards to shrubbery height, the Plaintiff was informed that the shrubbery height was

mandated by the Harbison Homeowners Association and that the Defendants could not control the height of the shrubs.

RESPECTFULLY SUBMITTED,



Wayne Ridgeway
Burriss and Ridgeway
907 Elmwood Avenue
Columbia, SC 29201
803-779-5842
Fax 803-227-0384

November 17, 2011

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DENISE WRIGHT,

Plaintiff,

v.

PRG REAL ESATE MANAGEMENT,
INC., FRANKLIN PINERIDGE
ASSOCIATES, JANE DOE
INDIVIDUALLY AND IN HER
REPRESENTATIVE CAPACITY,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO. 2011-CP-40-4068

CERTIFICATE OF SERVICE

The undersigned certifies that she is an employee at Burriss Ridgeway, and that she has served, on the date set forth below, a copy of the document described below, in the above entitled action to the following persons by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

TO: Brian A. Comer
Collins and Lacy
P. O. Box 12487
Columbia, SC 29211

DOCUMENT: Plaintiff's Answers to Defendant's First Set of Interrogatories and Responses to First Request for Production

DATE OF MAILING: November 17, 2011

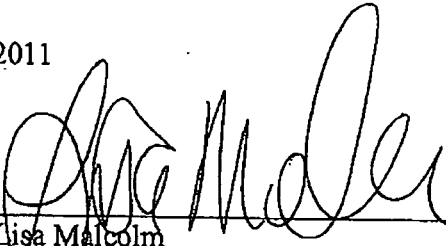

Lisa Malcolm
Legal Assistant

Exhibit 2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

DENISE WRIGHT

CASE NO.:2011-CP-40-4068

Plaintiff,

vs.

**PLAINTIFF'S RESPONSES TO
DEFENDANT'S FIRST REQUEST
FOR PRODUCTION**

PRG REAL ESTATE MANAGEMENT,
INC., FRANKLIN PINERIDGE
ASSOCIATES, JANE DOE
INDIVIDUALLY AND IN HER
REPRESENTATIVE CAPACITY

Defendants.

TO: BRIAN A. COMER, ESQUIRE, ATTORNEY FOR DEFENDANTS PRG REAL
ESTATE MANAGEMENT, INC. AND FRANKLIN PINERIDGE ASSOCIATES:

The Plaintiff herein responds to Defendant's First Request for Production as follows:

1. All medical records, hospital records, mental records, financial records, prescriptions, bills, invoices, writings, notes or memoranda relating in any way to all of Plaintiff's physical, mental or medical conditions, illnesses or disabilities, including but not limited to those of doctors, nurses, practitioners, hospitals, clinics, institutions or other health care providers or third party private or governmental health or accident insurers, without regard to whether it is Plaintiff's contention that such physical, mental or medical conditions, illnesses or disabilities were caused in any way by the Defendants or any agent or employee of the Defendants, for the last ten years.

With regard to any medical or hospital records referred to in this Request which are in existence but are not physically in the possession or custody of the Plaintiff or Plaintiff's counsel but which are in Plaintiffs control, Defendant requests that Plaintiff execute authorizations to each doctor, hospital, or medical provider where such records exist to allow Defendant to obtain and examine copies of said records.

RESPONSE: Please see attached records from Barabas Counseling.

2. Any and all documents, ESI, papers, reports, diagrams, videos, correspondence, memoranda, photographs, drawings, illustrations, plats, sketches, models, audio recordings, video recordings, and any other documents in Plaintiff's possession or control either referenced in the Complaint or relating to, in any way, the subject matter of this litigation.

RESPONSE: Please see attached photographs.

3. All written communications, electronic communications, including any form of ESI, made by Plaintiffs or anyone acting on your behalf regarding the subject matter of this litigation.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

4. Any communications or agreements (including written correspondence, email, phone messages, or ESI) between you, or someone acting on your behalf, and any other party to this litigation regarding or occurring as a result of the circumstances alleged in the Complaint.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

5. Any communications or agreements (including written correspondence, email, phone messages or ESI) between you, or someone acting on your behalf, and anyone who is not a party to this litigation regarding or occurring as a result of the circumstances alleged in the Complaint.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

6. All documents and ESI received by Plaintiff from Defendants.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

7. Records of all local and long distance cellular and land line telephone calls made or received by Plaintiff.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

8. Screen shots and any other records of all cellular text messages or Short Message Service messages sent or received by Plaintiff, occurring anytime after September 18, 2008.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

9. Any and all diaries, journals, ESI, or other documents created by Plaintiff or on Plaintiff's behalf which in any way memorializes or documents Plaintiff's recollection of any events relating to the allegations in the Complaint, including any damages claimed.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

10. All statements of possible witnesses whether written, oral, in ESI, summarized or otherwise reproduced in any manner, relating to the issues and events raised in the Complaint.

RESPONSE: Please see attached affidavits.

11. All statements or any other written or printed documents or ESI that refer to, relate to, or evidence the damages, including any medical expenses, lost wages, income, alleged diminished earning capacity, mental injury, physical injury, emotional injury, pain and suffering, you contend Plaintiff is entitled to recover in this litigation.

RESPONSE: The Plaintiff's tax returns will be supplemented.

12. All state and federal income tax returns and all supporting documentation for Plaintiff's tax returns for the five years prior to this request.

RESPONSE: To be supplemented.

13. All documents, materials or communications provided to or received from any expert witness or consultant retained by the Plaintiff.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

14. The curriculum vitae of each expert witness you expect to testify in your behalf at any trial in this litigation.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

15. All reports or other documents prepared by or reviewed by any expert witness or consulting expert witness or other consultant.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

16. All documents that refer to, relate to, or evidence any evaluation, analyses, studies, or reports made by, tests performed by or conclusions reached by any expert witness you expect to testify on your behalf at any trial in litigation.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

17. Any and all documents which have been provided by Plaintiff or her counsel to any expert or lay witness who may or will be called to testify on Plaintiff's behalf.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

18. All documents that refer to, relate to or evidence any communications between you and the other Defendants to this litigation or their insurers, including but not limited to, contracts,

correspondence, notes, bills, reports, evaluations or other documents.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

19. Complete copies of all standards, statutes, regulations, enactments, codes, policies, procedures or other requirements Plaintiff contends were violated or not adhered to as alleged in the Amended Complaint.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

20. Any and all documents or ESI referred to, reviewed, consulted, relied upon, or identified in Plaintiff's Answers to Defendant's First Interrogatories served herewith.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

21. Any and all documents which prove, verify or substantiate any fact which Plaintiff contends is relevant to Plaintiff's allegations.

RESPONSE: Please see attached materials.

22. Any and all documents or material relating to any claims and/or defenses asserted in this case.

RESPONSE: Please see attached materials.

23. Any and all documents which Plaintiff and counsel intend to introduce and/or use at trial either in the case in chief, rebuttal or for impeachment purposes.

RESPONSE: The Plaintiff has not made such determination yet.

24. Any and all documents produced to Plaintiff by any other party to this litigation.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

25. Any and all documents or materials obtained pursuant to any Subpoena issued by the Plaintiff in this case.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

26. Any other documentation related to Plaintiff's claims not already produced herein.

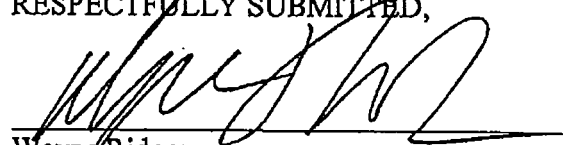
RESPONSE: The Plaintiff does not possess documents responsive to this Request.

27. Any and all correspondence from Medicare, Medicaid or any other medical provider claiming a lien for medical services allegedly caused by actions of Defendant.

RESPONSE: The Plaintiff does not possess documents responsive to this Request.

These Responses are to be deemed continuing and may be supplemented from time to time as new information becomes available.

RESPECTFULLY SUBMITTED,



Wayne Ridgeway
Burriss and Ridgeway
907 Elmwood Avenue
Columbia, SC 29201
803-779-5842
Fax 803-227-0384

November 17, 2011

Exhibit 3

CD ON FILE WITH THE CLERK'S OFFICE

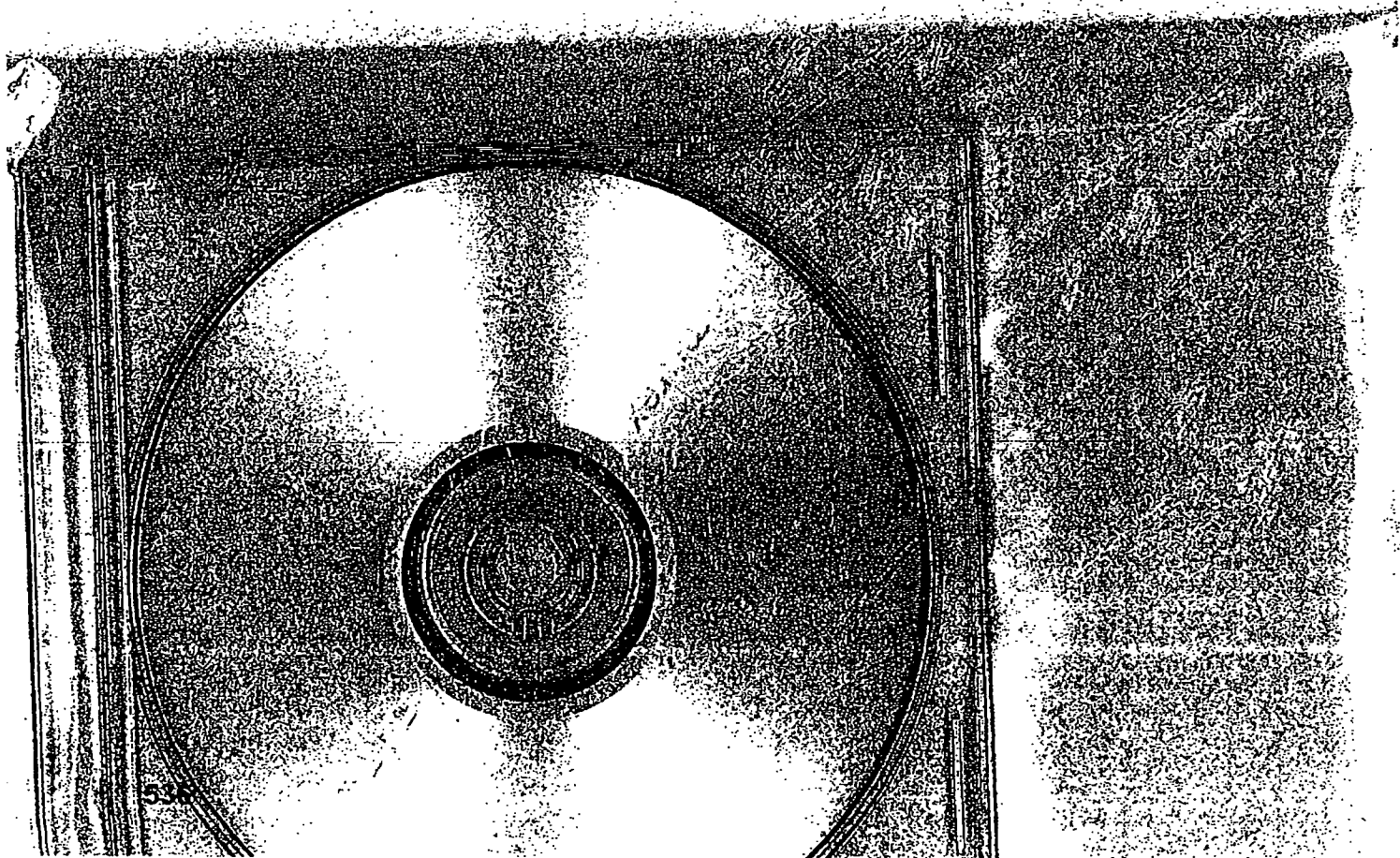


Exhibit 4

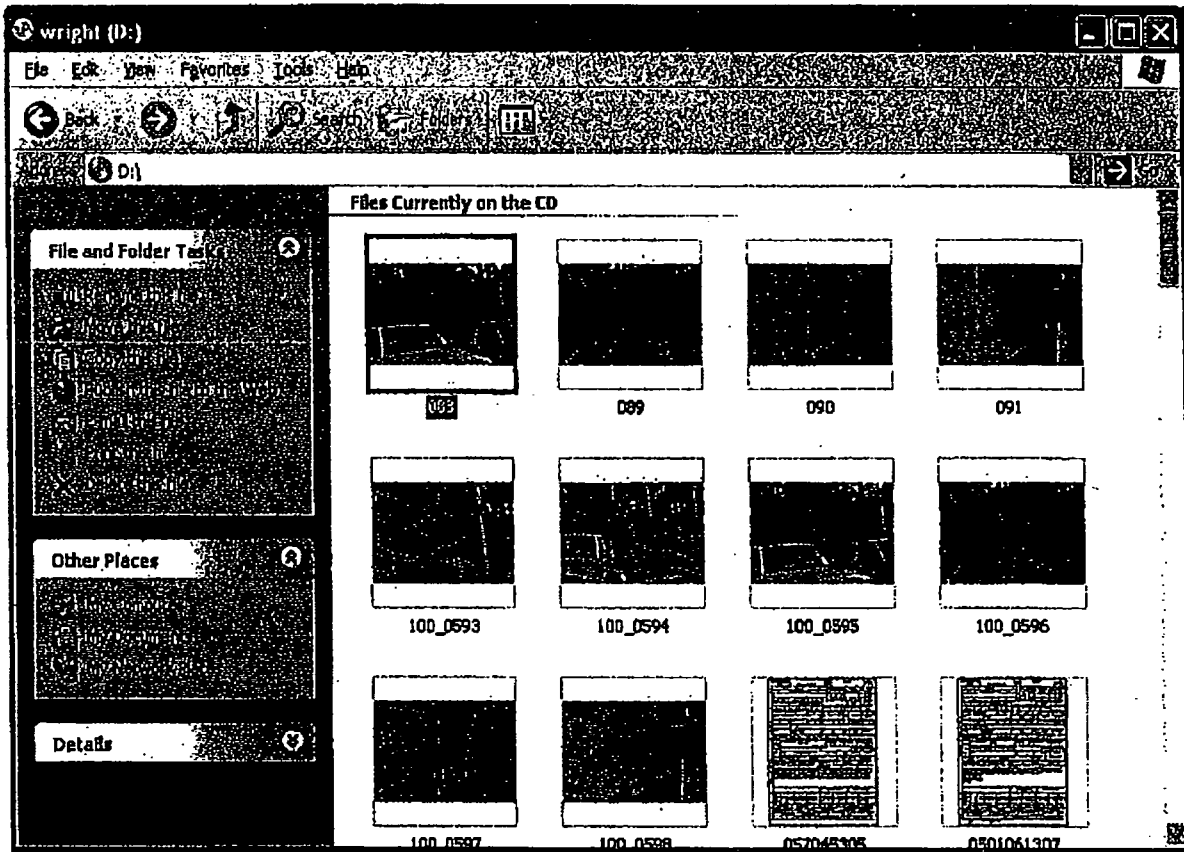


Exhibit 5

00001

1 State of South Carolina) Court of Common Pleas

)

2 County of Richland) No.: 2011-CP-40-4068

3

4 Denise Wright,)

)

5 Plaintiff,)

) Deposition of

6 vs. DENISE WRIGHT

)

7 PRG Real Estate)

Management, Inc.,)

8 Franklin Pineridge)

Associates, Karen)

9 Campbell, Individually)

and in her Representative)

10 Capacity as an Agent of)

PRG Real Estate)

11 Management,)

) April 16, 2012

12 Defendants.)

13

14 Deposition on oral examination of DENISE

15 WRIGHT, reported by Brad H. Thomas, Certified

16 Realtime Reporter and Notary Public in and for the

17 State of South Carolina; said deposition taken

18 pursuant to agreement and in accordance with the

19 South Carolina Rules of Civil Procedure, at the

20 Offices of Burriss & Ridgeway, 907 Elmwood Avenue,

21 Columbia, South Carolina, on April 16, 2012, at the

22 hour of 10:05 a.m.

23

GARBER REPORTING SERVICE, INC.

24 POST OFFICE BOX 12348t, Denise 2012-04-16.txt

Page 1

540

00026

1 A. Yes.

2 Q. But outside of talking with the police,
3 have you given any sort of media interviews or
4 anything like that?

5 A. No.

6 MR. COMER: Let me mark this as
7 Exhibit 1.

8 (Exhibit No. 1 was marked for
9 identification.)

10 BY MR. COMER:

11 Q. Ms. Wright, I'm going to hand you what's
12 been marked as Exhibit 1. I just wanted to ask you
13 a few questions about some of the information.

14 These are your responses to interrogatories that
15 were served by me. ~~Take a look at the second page.~~
16 ~~And it asks for a list of people. Amber Comm~~
17 ~~Stockton, do you know Ms. Stockton?~~

18 A. Yes, I do.

19 Q. ~~And she's the person that provided some~~
20 ~~photographs, is that right?~~

21 A. ~~That's correct.~~

22 Q. ~~Did you ask her to take those photographs?~~

23 A. ~~No.~~

24 Q. ~~Okay. Do you know how she came to take~~
25 ~~those photographs?~~

00027

1 A. We worked together at the bank. And so
2 after she knew what happened to me she just took
3 her
4

5 Q. Okay. Is she the person that this other
6 lawsuit, other incident --

7 A. No.

8 Q. Okay. Michelle Pilcher, it says she was a
9 co-worker and is expected to testify regarding how
10 this event affected your life. Is that -- do you
11 just know Ms. Pilcher through your work at the bank?

12 A. She was my branch manager at Harbison.

13 Q. Freddy Waln, who is Freddy Waln?

14 A. That's my sister. Her name is spelled
15 wrong. I don't know if that matters.

16 Q. Okay. And what's the correct spelling
17 again?

18 A. It's F-r-e-d-d-i-e.

19 Q. I gotcha. And Tasha Curtis is your
20 daughter?

21 A. Uh-huh.

22 Q. And just for the record, Ms. Curtis didn't
23 witness any of these events directly, did she?

24 A. No.

25 Q. Cassie Radford, that's who you worked with
at the sheriff's department?

00073

1 picture, does this railing here, the black railing
2 on the concrete steps, does it continue up to the
3 ramp? In other words, is this a continuous railing?

4 A. No.

5 Q. Okay. And so I guess what I'm asking is
6 once you step onto this top step of the concrete
7 here, is my understanding correct then that what is
8 immediately to the left of you is bushes without a
9 railing?

10 A. As far as I remember, yes.

11 Q. And the reason I'm asking these questions
12 is I'm trying to figure out do you remember them
13 ever jumping over a railing or having to jump over a
14 railing or anything?

15 A. No.

16 Q. These photographs, do you know when they
17 were taken in relation to your incident? A month
18 after? Two months after?

19 A. No. These are the ones that Amber Conn
20 took.

21 Q. Yes. These are the ones that were
22 produced in discovery to us.

23 A. It was like two or three days after the
24 incident and they had cut the bushes down. And she
25 even brought it to my attention that she had taken

00074

1 pictures of them. So I really don't know.

2 Q. Okay. So at this point they tell you that
3 you're going to -- they want you to go to an ATM?

4 A. Right.

5 Q. And they take you back to your car. At
6 this point did you see anyone?

7 A. Yes.

8 Q. Who did you see?

9 A. I don't know her name. When we came down
10 the steps here and came back toward this, somewhere
11 right in here, between there and the trash can --

12 Q. For the record, you're looking on the
13 second picture in Exhibit No. 4 around the bottom
14 sidewalk; is that right?

15 A. Right.

16 Q. Okay.

17 A. A lady was walking her two dogs. She
18 walked her dogs every night about the same time,
19 somewhere between 10:30 and 11:00. She was coming
20 up and he -- the two guys were right on me. The one
21 that had the gun to the front dropped the gun down
22 and put it in his pants. The other one kept it in
23 my shirt and he said, "You better not say one word.
24 You better not scream. You better not try to run or
25 do anything because we'll kill both of you." And he

Exhibit 6

Brian Comer

From: Young, W. Jeffrey Law Clerk (John D. Mallory, IV) [wyounglc@sccourts.org]
Sent: Wednesday, October 17, 2012 3:48 PM
To: Brian Comer
Cc: Randy Hood; Wayne Ridgeway; Janie Berks
Subject: RE: Wright v. PRG (Civil Action No.: 2011-cp-40-4068, Richland County Court of Common Pleas)
Mr. Comer,

Judge Young has granted you until the end of the week to submit your reply brief. If you have any further questions or concerns please do not hesitate to contact me. Thank you.

Sincerely,
Daniel Mallory

J. Daniel Mallory IV
Law Clerk to the Honorable W. Jeffrey Young
Circuit Court of South Carolina

From: Brian Comer [mailto:bcomer@collinsandlacy.com]
Sent: Wednesday, October 17, 2012 3:18 PM
To: Young, W. Jeffrey Law Clerk (John D. Mallory, IV); Young, W. Jeffrey
Cc: Randy Hood; Wayne Ridgeway; Janie Berks
Subject: Wright v. PRG (Civil Action No.: 2011-cp-40-4068, Richland County Court of Common Pleas)

Dear Judge Young and Mr. Mallory:

Please see attached correspondence concerning the above-referenced matter and supplementation of the record. Plaintiff's counsel has also been copied.

Sincerely, Brian A. Comer

Brian Comer
Direct Line: 803.255.0446
(vcard)

Collins & Lacy
ATTORNEYS AT LAW
1330 Lady Street, 6th Floor | Columbia, SC 29201
Main: 803.256.2660 | Fax: 803.771.4484

Confidentiality Note: The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Collins and Lacy, P. C. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party. ☺



Brian A. Comer | Direct Dial: 803.255.0446 | E-Mail: bcomer@collinsandlacy.com

October 17, 2012

Via E-Mail (wyoungj@sccourts.org) (wyounglc@sccourts.org)

The Honorable William Jeffrey Young
Judge, Sumter County Court of Common Pleas
141 North Main Street
Sumter, SC 29150

RE: Denise Wright v. PRG Real Estate Management, Inc., Franklin Pineridge Associates, Karen Campbell, Individually and in her Representative Capacity
C/A No.: 2011-CP-40-4068
Claim No.: 684-259253
C&L File No.: 1-2055

Dear Judge Young:

This letter is a follow-up to my correspondence to the Court dated October 10, 2012, in which I indicated that Defendants in the above-referenced matter did not wish to file a reply brief to Plaintiff's Memorandum of Law in Opposition to Defendants' Motion for Summary Judgment. The purpose of this correspondence is to request additional leave to file a short reply brief with the Court and provide the reasons for same.

As context, Plaintiff relies extensively on photographs purported to be of the shrubbery surrounding Plaintiff's apartment around the time of her assault. (See Exhibit 15 to Pltf.'s Opp. Memo.). According to Plaintiff's responses to interrogatories served by Defendants, Amber Stockton took certain photographs produced by Plaintiff. (Pltf.'s Answers to Def.'s First Interrogatories 2.a.). Plaintiff testified that she and Ms. Stockton "worked together at the bank. And so *after she knew what happened to me*, she just took them." (Wright Depo. at 27:1-3) (emphasis added). Plaintiff has produced ten photographs taken by Ms. Stockton, and they have been marked as exhibits to various depositions moved into evidence by Plaintiff at the hearing.

Today, for the first time, I reviewed the electronic files of these photographs as produced by Plaintiff's counsel in their native form. If you right-click on each electronic file, it is possible to review the metadata associated with each photograph. This metadata includes a "summary" of each photograph's properties. When doing this for the one of the photographs taken by Ms. Stockton and provided on page one of Exhibit 15 to Plaintiff's opposition memorandum, the properties indicate it was taken by a Kodak Easy Share C743 camera at 9:18 a.m. on February 24, 2006, *more than two-and-a-half years prior to the incident at issue*. (See, Attachment with screenshot for photograph 100_0594 at issue). This information calls into question the authenticity, relevance, and reliability of the photographs represented to have been taken by Ms. Stockton around the time of the incident.

As set forth in Rule 56(e) of the South Carolina Rules of Civil Procedure, "[s]upporting and opposing affidavits shall be made on personal knowledge, shall set forth such acts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matter stated therein." South Carolina's appellate courts have interpreted Rule 56(e) to mean materials used to support or refute a motion for summary judgment must be those which would be admissible in evidence. *Montgomery v. CSX Transp., Inc.*, 362 S.C. 529, 608 S.E.2d 440 (Ct. App. 2004) (citing *Hall v. Fedor*, 349 S.C. 169, 561 S.E.2d 654 (Ct. App. 2002)). Notwithstanding the information contained in the metadata, these photographs are inadmissible hearsay evidence. Plaintiff has provided no affidavit from Ms. Stockton to authenticate them, and no other witness can authenticate them. Therefore, Defendants object to their consideration for purposes of Plaintiff's opposition to Defendant's summary judgment motion.

Defendants respectfully request an opportunity to convert this letter to a short reply brief for filing with the Court so that it will be a part of the record concerning these photographs. This request does not prejudice Plaintiff because she still has not supplemented the record (in accordance with Plaintiff's counsel's email response to my October 10 correspondence), and the Court has not yet issued its decision. Therefore, please let me know if Defendants can have this opportunity to supplement the record with this argument and applicable law.

Sincerely,

A handwritten signature in black ink that reads "Brian A. Comer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian A. Comer

BAC:kyn

cc: E. Wayne Ridgeway, Esquire (via e-mail)
S. Randall Hood, Esquire (via e-mail)

Photograph 100_0594 (on Exhibit 15, page 1 to Plaintiff's Opposition Brief)

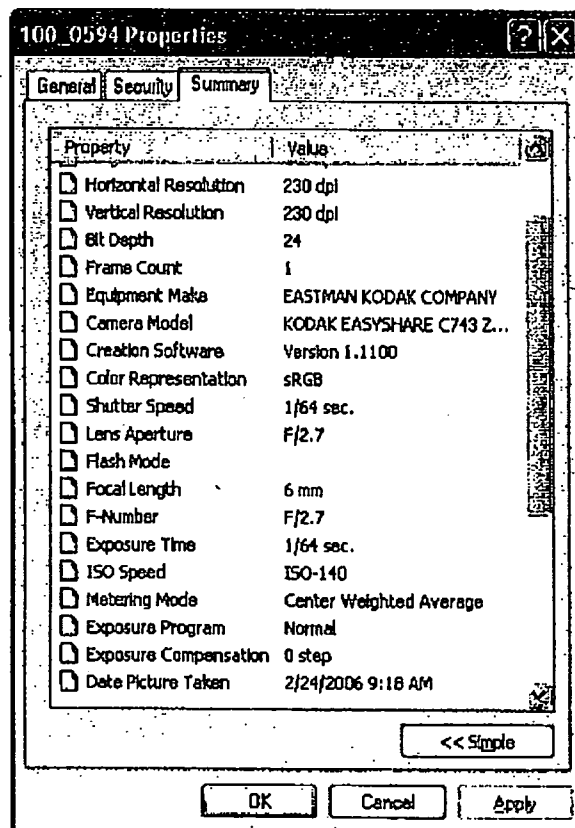


Exhibit 7

Brian Comer

From: Brian Comer
Sent: Wednesday, October 17, 2012 3:52 PM
To: 'Young, W. Jeffrey Law Clerk (John D. Mallory, IV)'
Cc: Randy Hood; Wayne Ridgeway; Janie Berks
Subject: RE: Wright v. PRG (Civil Action No.: 2011-cp-40-4068, Richland County Court of Common Pleas)
Thank you Mr. Mallory. We will file the brief by Friday and circulate a courtesy copy via email at that time.

Regards,

Brian

From: Young, W. Jeffrey Law Clerk (John D. Mallory, IV) [mailto:wyounglc@sccourts.org]
Sent: Wednesday, October 17, 2012 3:48 PM
To: Brian Comer
Cc: Randy Hood; Wayne Ridgeway; Janie Berks
Subject: RE: Wright v. PRG (Civil Action No.: 2011-cp-40-4068, Richland County Court of Common Pleas)

Mr. Comer,

Judge Young has granted you until the end of the week to submit your reply brief. If you have any further questions or concerns please do not hesitate to contact me. Thank you.

Sincerely,
Daniel Mallory

J. Daniel Mallory IV
Law Clerk to the Honorable W. Jeffrey Young
Circuit Court of South Carolina

From: Brian Comer [mailto:bcomer@collinsandlacy.com]
Sent: Wednesday, October 17, 2012 3:18 PM
To: Young, W. Jeffrey Law Clerk (John D. Mallory, IV); Young, W. Jeffrey
Cc: Randy Hood; Wayne Ridgeway; Janie Berks
Subject: Wright v. PRG (Civil Action No.: 2011-cp-40-4068, Richland County Court of Common Pleas)

Dear Judge Young and Mr. Mallory:

Please see attached correspondence concerning the above-referenced matter and supplementation of the record. Plaintiff's counsel has also been copied.

Sincerely, Brian A. Comer

Brian Comer
Direct Line: 803.255.0446
vcard



1330 Lady Street, 6th Floor | Columbia, SC 29201
Main: 803.256.2660 | Fax: 803.771.4484

Confidentiality Note: The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Collins and Lacy, P. C. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party. (*)

Brian Comer

From: Brian Comer
Sent: Wednesday, October 17, 2012 3:18 PM
To: 'wyonglc@sccourts.org'; 'wyongj@sccourts.org'
Cc: 'Randy Hood'; 'Wayne Ridgeway'; Janie Berks
Subject: Wright v. PRG (Civil Action No.: 2011-cv-40-4068, Richland County Court of Common Pleas)
Attachments: PDF - Oct. 17, 2012 correspondence to J. Young.pdf

Dear Judge Young and Mr. Mallory:

Please see attached correspondence concerning the above-referenced matter and supplementation of the record. Plaintiff's counsel has also been copied.

Sincerely, Brian A. Comer

Exhibit 8

00001

1 IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA

2 COUNTY OF RICHLAND

3 - - -

DENISE WRIGHT :

4 :

v. :

5 :

PRG REAL ESTATE : NO.

6 MANAGEMENT, INC., : 2011-CP-40-4068

FRANKLIN PINERIDGE :

7 ASSOCIATES, KAREN :

CAMPBELL, INDIVIDUALLY :

8 AND IN HER :

REPRESENTATIVE :

9 CAPACITY AS AN AGENT :

OF PRG REAL ESTATE :

10 MANAGEMENT :

11

- - -

12

September 6, 2012

13

- - -

14

~~Videotaped deposition of~~
~~15 MESCHELLE BROTON~~ taken pursuant to
notice, was held at the offices of Magna
16 Legal Services, Seven Penn Center, 1635
Market Street, Philadelphia, Pennsylvania
17 19103, commencing at 9:28 a.m., on the
above date, before Cherese Cornish, a
18 Professional Court Reporter and Notary
Public in and for the Commonwealth of
19 Pennsylvania.

Roten, Meschelle 2012-09-06.txt

Page 1

555

00069

1 stack of photos, and I think it's A
2 through J, and then a sketch that was
3 done by Denise Toni Wright during her
4 deposition. Okay?

5 A. Yes.

6 Q. You've seen these pictures
7 before, right?

8 A. I've seen some of them.

9 Q. Okay. I just want to kind
10 of go through them. I'm going to kind of
11 look at three and four at the same time.
12 Okay?

13 A. Yes.

14 Q. If you look at -- let me put
15 my C's and D's on there, too. I think it
16 was actually through K, A through K.

17 I'm looking at 3A through K
18 and then Exhibit 4, which is the Toni
19 Wright sketch of what she said the scene
20 was like at the time of the abduction.

21 A. Okay.

22 Q. Okay? And when you -- 3A is

23 what she contends the shrubs were like at

24 or near the time of the abduction.

00073

1 the photo from the angle that it's taken
2 and the lighting that it's taken, you --
3 you can -- in this photo, you can see a
4 portion of the steps, but not extending
5 upward.

~~6 Q. So it would obscure part of~~
~~7 your sight line?~~

8 A. Looking at this photo and
9 the angle and the lighting of this photo,
10 you could see a portion of the steps.

11 Q. Okay. And you can also --
12 it also obscures a portion of the steps
13 and obscures a portion of the ramp,
14 right?

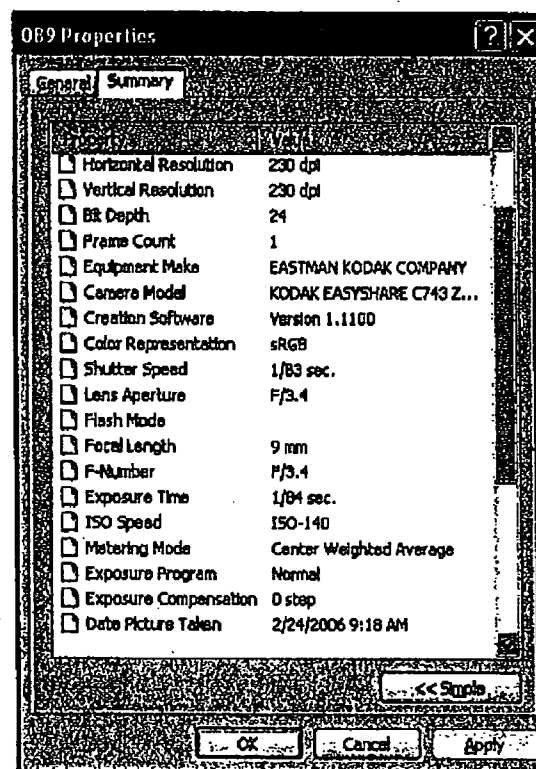
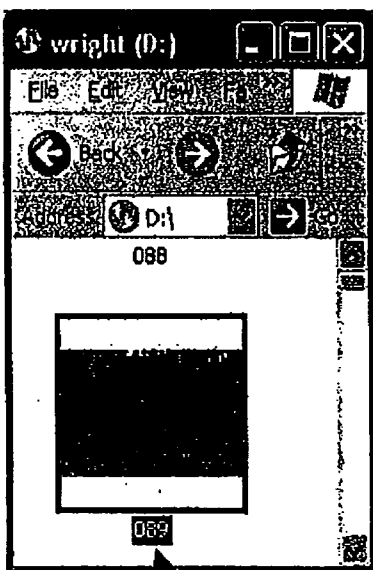
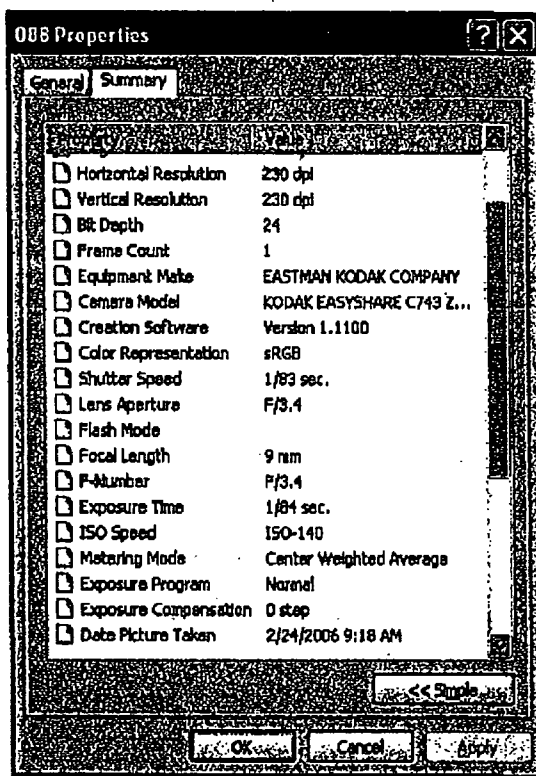
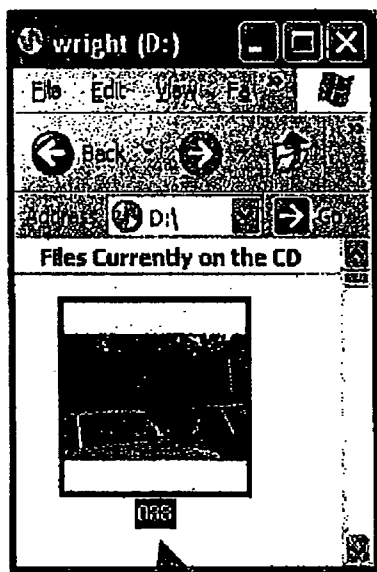
15 A. Again, looking at this
16 photo, I can -- I can see a portion of
17 the steps.

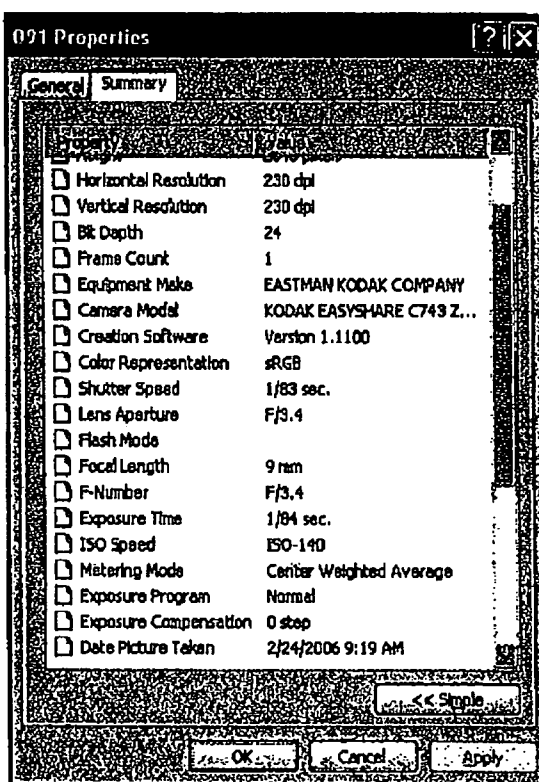
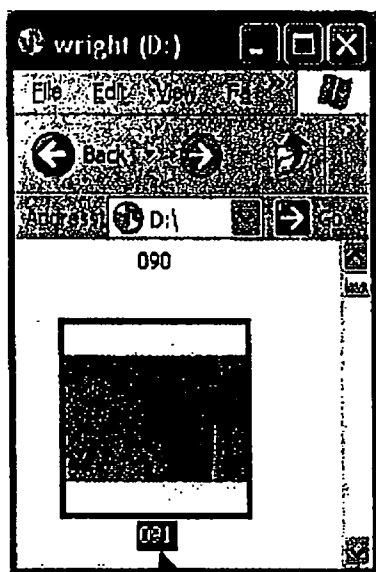
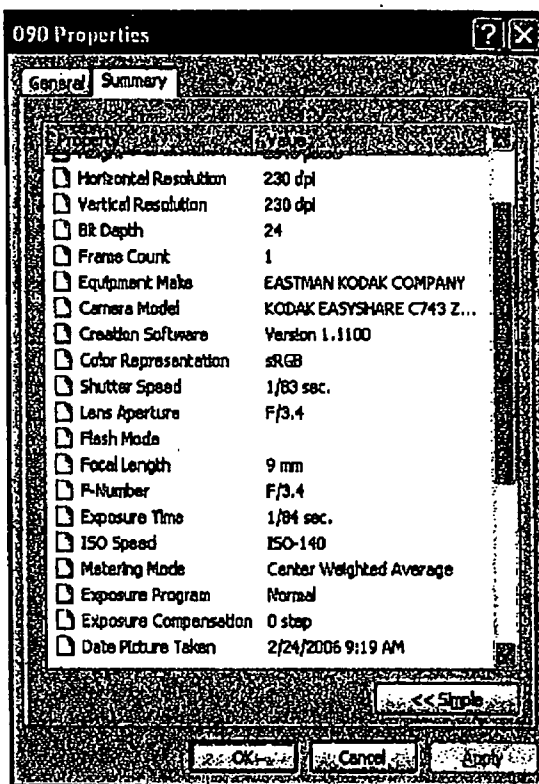
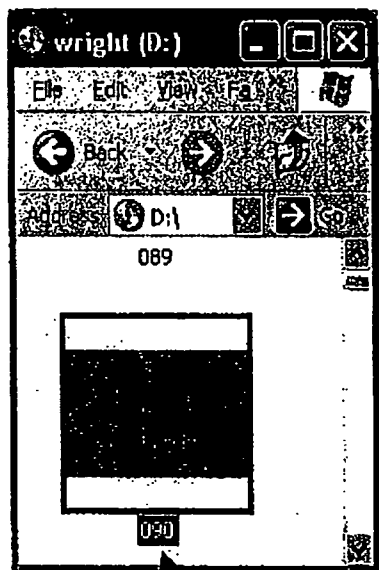
18 Q. Okay.

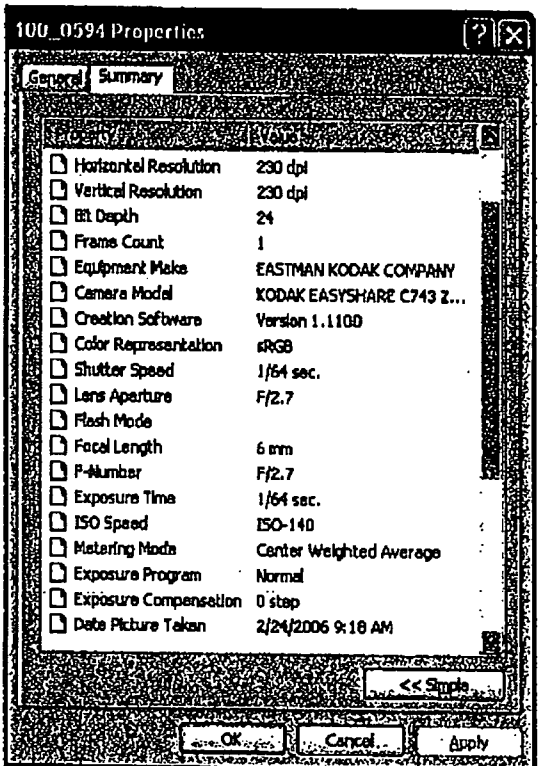
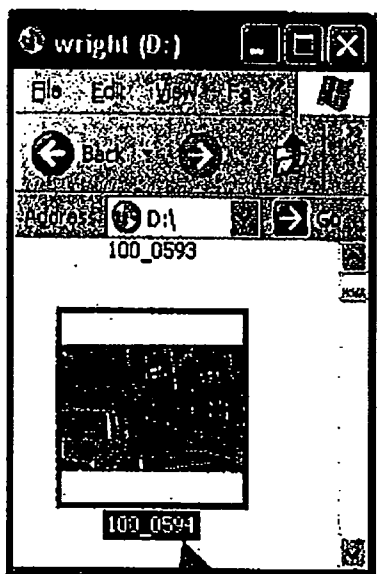
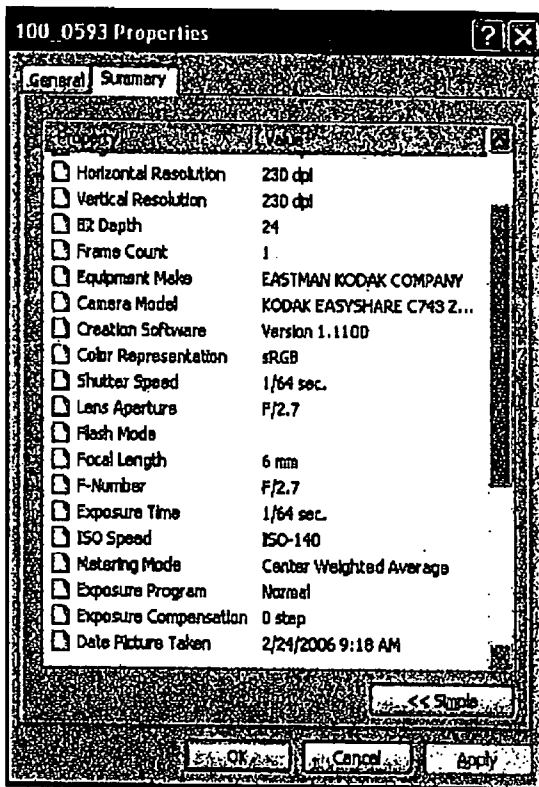
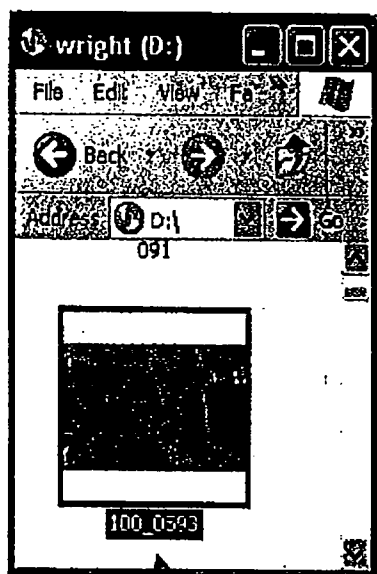
19 A. Not to say what you could
20 see when you're -- when you're there,
21 personally. I can only tell you what's
22 in this photo.

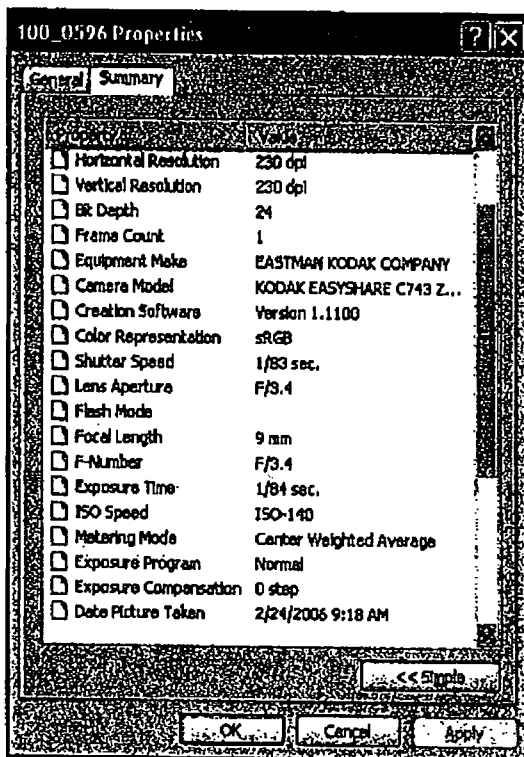
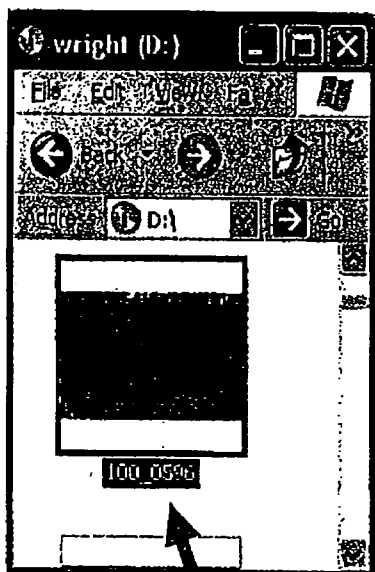
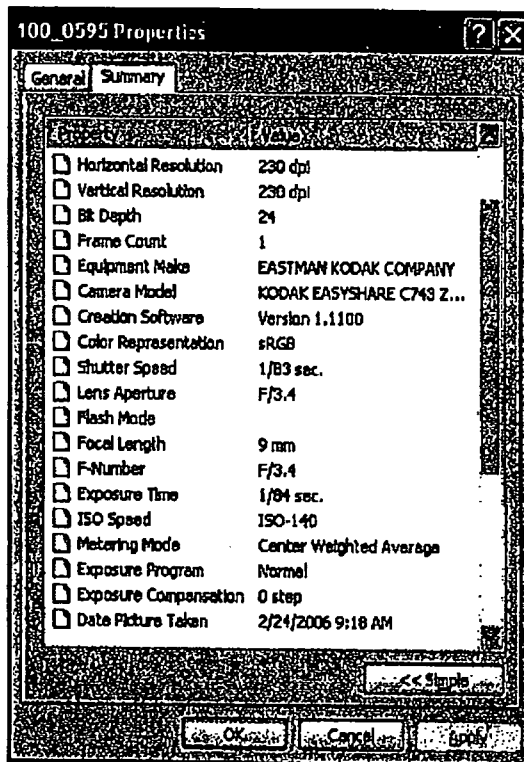
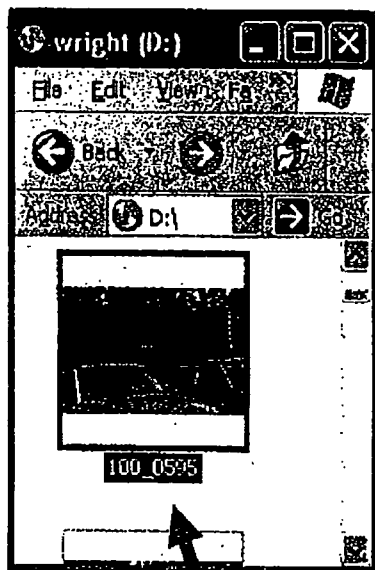
23 Q. Can you -- would it be okay
24 if he zooms in so that the jury can see

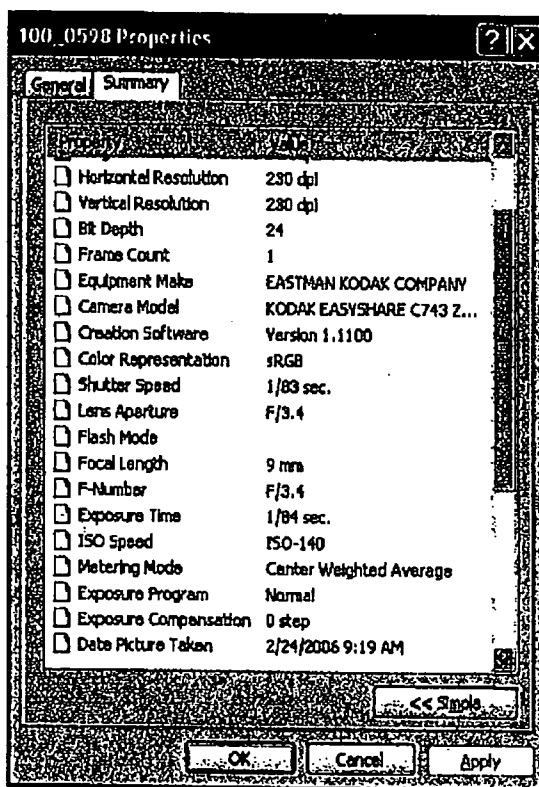
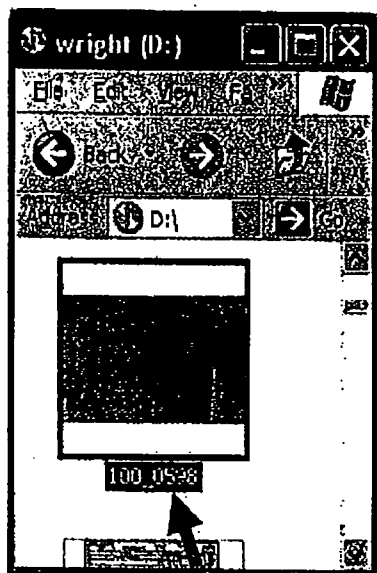
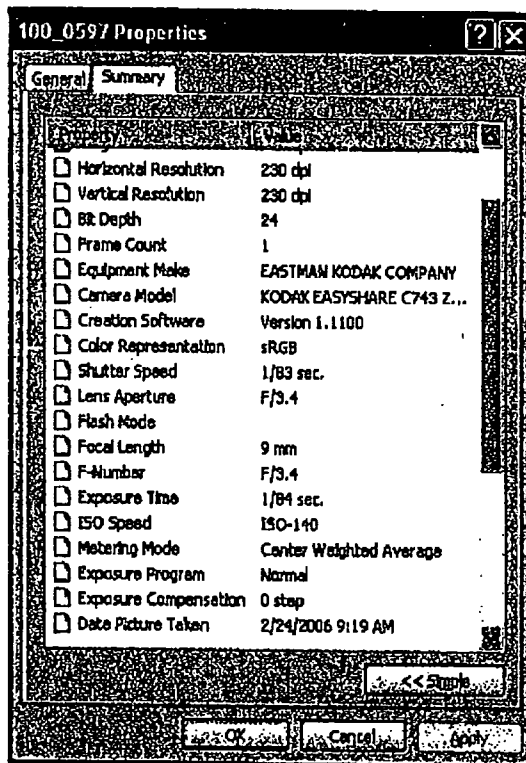
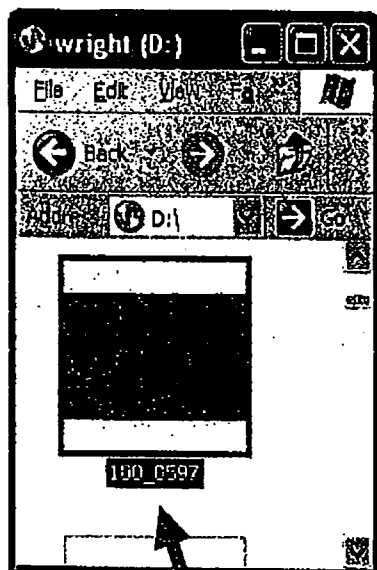
Exhibit 9











STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Denise Wright,)
Plaintiff,)
vs.)
PRG Real Estate Management, Inc.,)
Franklin Pineridge Associates, Karen)
Campbell Individually and in her)
Representative Capacity as an Agent of)
PRG Real Estate Management,)
Defendants.)

IN THE COURT OF COMMON PLEAS

Case No.: 2011-CP-40-4068

**PLAINTIFF'S SUR REPLY
CONCERNING DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT**

RICHLAND COUNTY
FILED
2012 OCT 30 AM 11:26
JEANNETTE W. MCERICE
C.C.P. & C.V.

Plaintiff, through her attorneys, respectfully submits this Sur-reply Concerning Defendants' Motion for Summary Judgment.

PROCEDURAL HISTORY

Denise Wright filed this suit in June 2011 after she was abducted and assaulted outside her residence at Defendants' apartment complex in September 2008. Plaintiff responded to Defendants' First Set of Interrogatories and Request For Production of Documents on or about November 11, 2011 and discovery in this case has been ongoing. After a year of litigation, Defendants moved for summary judgment claiming Plaintiff failed to create a genuine issue of material fact on her negligence, breach of warranty, and South Carolina Unfair Trade Practices Act claims. The parties each filed a memorandum of law supporting their position and the Court heard oral arguments on the motion on October 1, 2012. At the hearing, Defendants requested time to reply to Plaintiff's memorandum. The deadline for Defendants reply was extended by the Court, and Defendants' reply was filed October 19, 2012. Defendants' reply memorandum alleged several photos taken by Amber Stockman, a resident of Wellsprings Apartments at the

time of Ms. Wright's attack, (hereafter referred to as "Stockman Photos") are not authentic, and inadmissible hearsay. As the Court indicated during the October 1st hearing, Plaintiff is permitted five days after Defendants' reply to file a response. Plaintiff hereby responds to allegations raised in Defendants Reply Brief.

ARGUMENT

The Stockton Photos are admissible and appropriate for consideration.

Defendants' reply memorandum asks the Court to find the Stockman Photos inadmissible on two grounds: (1) hearsay; and (2) authenticity. Defs' Mem. at 4-5. Defendants support each argument by claiming Plaintiff has failed to provide Ms. Stockman's testimony regarding the photos. As Defendants point out in their Reply Brief, Ms. Stockton was identified in November 2011 as a person who had personal knowledge of the condition of the Wellsprings Apartment grounds in September 2008 and as such, is a potential witness in this case. Her current address was provided to the Defendants via discovery responses. On or before that date, she was identified as the individual who took the photographs in question shortly after Ms. Wright was assaulted. Ms. Stockton is not a party to this action and there is no prohibition to Defendants's counsel contacting her if they desire to do so. Nor have they have ever requested her deposition be taken in this matter.

Further, all information contained in the electronic files, i.e metadata, was available to Defense counsel from November 2011 to this date. There has never been a question of authenticity of the photographs until Mr. Comer's letter to the Court dated October 17, 2012. Despite the untimeliness of the the allegations raised in the Reply Brief, Ms. Stockton has prepared the attached affidavit which clearly and indisputably authenticates the Stockton Photos. See Affidavit of Amber Conn Stockman, attached as **EXHIBIT 1**. Ms. Stockman's sworn

testimony is based on her personal knowledge as a Wellspring Apartments resident during September 2008. Stockman Aff. ¶ 2, 4. Ms. Stockman personally took the Stockman Photos within 2-3 days of Plaintiff's abduction. Id. at ¶ 5. It is quite common for cameras purchased within the last five to ten years to contain a feature that allows the owner or photographer to time and date stamp the photographs. However, photographs can be taken in the absence of accurate time and date. It is quite reasonable that the camera can be used for several years and still reflect the time and date set by the manufacturer long before the device was placed into the stream of commerce. Ms. Stockman simply did not set the time and date on the camera at the time of purchase.

Further, Ms. Stockman's affidavit clearly states that she did not become a resident of Wellsprings Apartments until January 2008. She had no reason to visit the premises and take photographs of the scene of Ms. Wright's abduction two years earlier. Common sense shows the metadata to which Defendants refer in their memorandum cannot be accurate as Ms. Stockman had no connection to Wellspring until she became a resident there in January 2008. Id. at ¶ 8. Finally, Ms. Stockman testified that the Stockman Photos are an accurate representation of the shrubby condition outside Ms. Wright's apartment on the night Ms. Wright was attacked. Id. at ¶ 6. Ms. Stockman's testimony via the affidavit clearly rebuts Defendants' allegations the photographs are not authentic.

For authentication purposes, all Plaintiff must show to authenticate the Stockman Photos is "evidence sufficient to support a finding that" the images provided are what Plaintiff claims them to be. Rule 901(a), SCRE. This rule is satisfied by testimony of a witness with knowledge of the photos and the images depicted in the photos. Rule 901(b)(1), SCRE. Ms. Stockman's affidavit meets and actually exceeds this requirement. Ms. Stockman is the Stockman Photos'

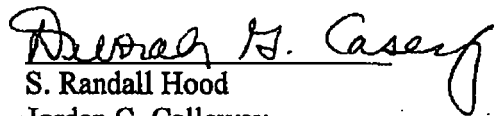
creator and, as a Wellspring resident in September 2008, she has personal knowledge of the shrubbery's appearance at the time Ms. Wright was abducted.

Defendants also claim the Stockman Photos are inadmissible hearsay. Hearsay consists only of "statement[s], other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." Rule 801(c), SCRE. A "statement" is a "or oral or written assertion" or "nonverbal conduct of a person, if it is intended by the person as an assertion." Rule 801(a), SCRE. A photo is not a "statement" and cannot qualify as "hearsay" as that term is defined in the South Carolina Rules of Evidence.

CONCLUSION

Based on the arguments stated above, Plaintiff's previous memorandum, and all arguments at the October 1, 2012 hearing, Summary Judgment is not appropriate and Plaintiff respectfully renews her request that the Court deny Defendants' Motion for Summary Judgment.

Respectfully submitted,


S. Randall Hood

Jordan C. Calloway

Deborah G. Casey

McGowan, Hood & Felder, LLC

1539 Health Care Drive

Rock Hill, SC 29732

(803) 327-7800

(803) 328-5656 (fax)

rhood@mcgowanhood.com

jcalloway@mcgowanhood.com

dcasey@mcgowanhood.com

E. Wayne Ridgeway, Jr.

Burris Ridgeway

907 Elmwood Avenue

Columbia, SC 29201

(803) 779-5842

(803) 227-0384 (fax)

wayne@burrisslaw.com

Attorneys for Plaintiff

Rock Hill, South Carolina

October 25, 2012

EXHIBIT 1

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT OF AMBER CONN STOCKMAN

PERSONALLY APPEARED BEFORE ME, the undersigned, who after being duly sworn, hereby deposes and states as follows:

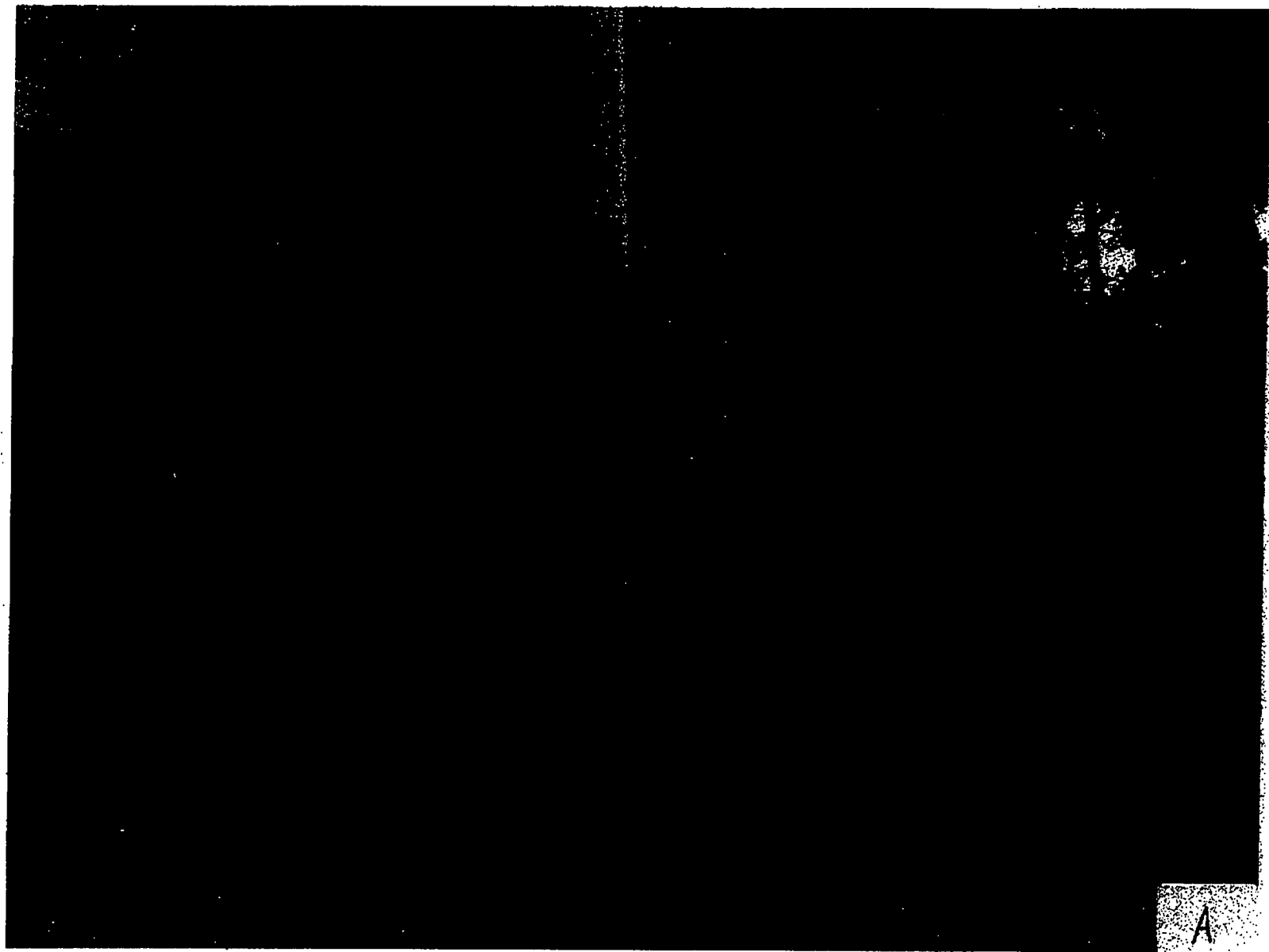
1. My name is Amber Conn Stockman and I am a resident of Richland County, South Carolina.
2. The matters set forth in this affidavit are based upon my personal knowledge.
3. This testimony is being freely given.
4. In September of 2008 I was a resident of Wellspring Apartments located on Harbison Boulevard in Richland County. My apartment was located across the parking lot from Denise Wright's apartment.
5. I became aware of Ms. Wright's abduction on September 18, 2008. Within 2-3 days of her abduction I took the photographs labeled Exhibits A, B, C, D, E and F which are attached to this affidavit. After I took these photographs the shrubbery was cut back significantly.
6. The photographs attached hereto accurately reflect the condition of the shrubbery leading up to and around the building that Ms. Wright lived in at the time of her abduction.
7. I no longer own the camera with which these photographs were taken. I believe that the camera may have been made by Kodak but am unsure of the specific model. Furthermore, I did not set the date and time on this camera after purchase.
8. I did not move in to Wellspring Apartments until January of 2008 and never visited this complex nor took any photographs of the complex for any reason prior to this becoming my residence.
9. This affidavit does in fact reflect my personal knowledge of the facts stated above.

FURTHER, THE AFFIANT SAYETH NAUGHT.

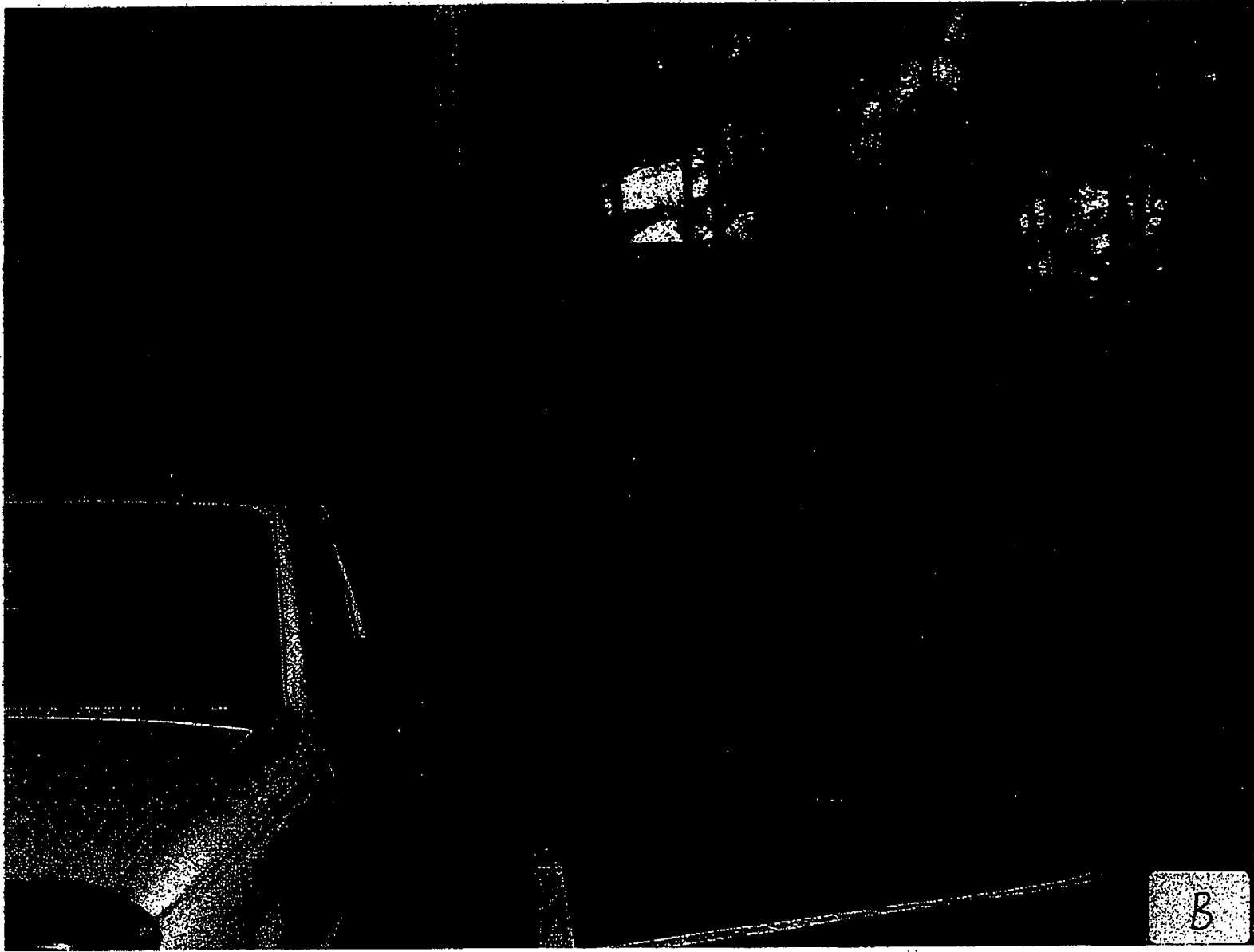
Sworn to before me
this 23 day of October 2012

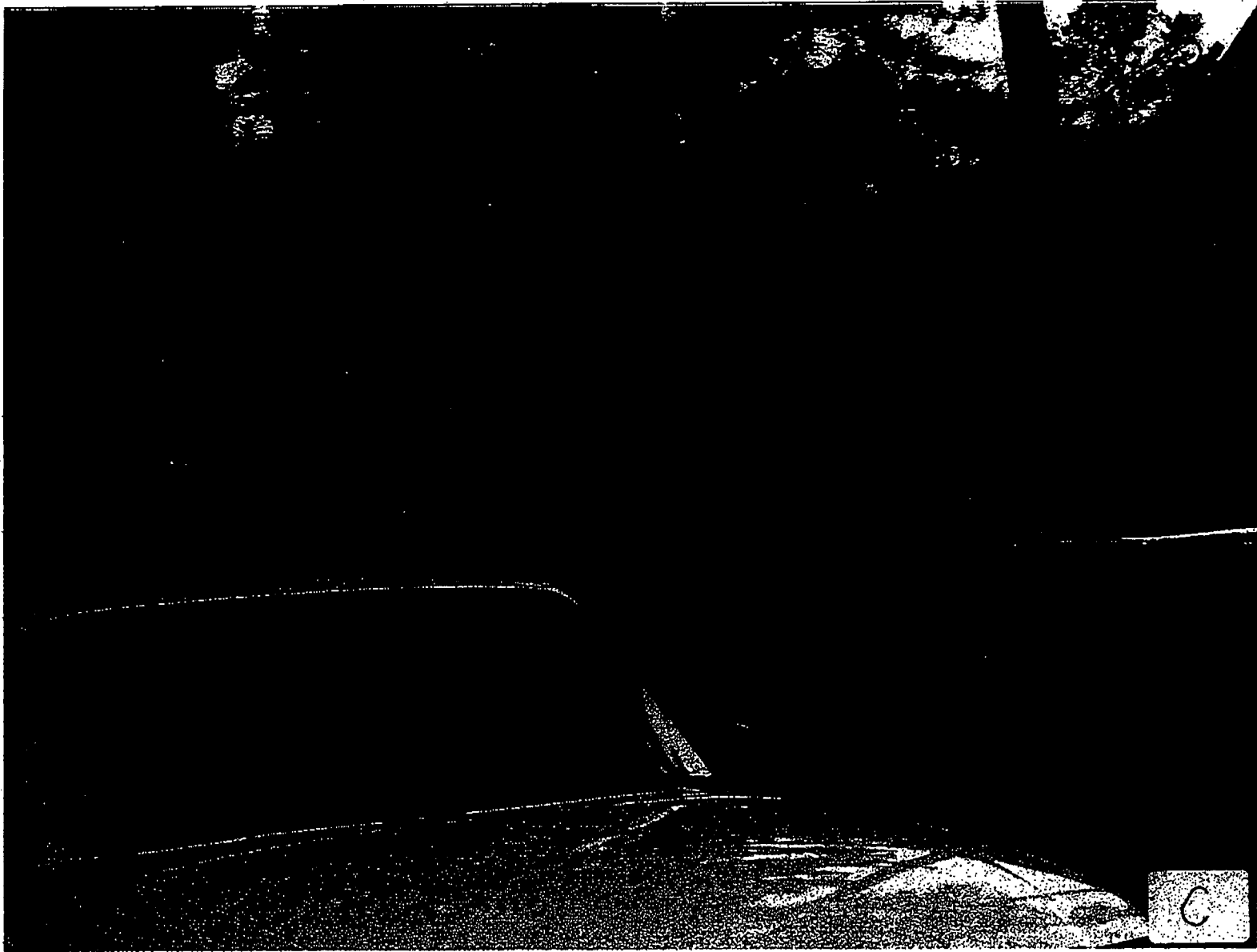
My Commission Expires: 6/1/15

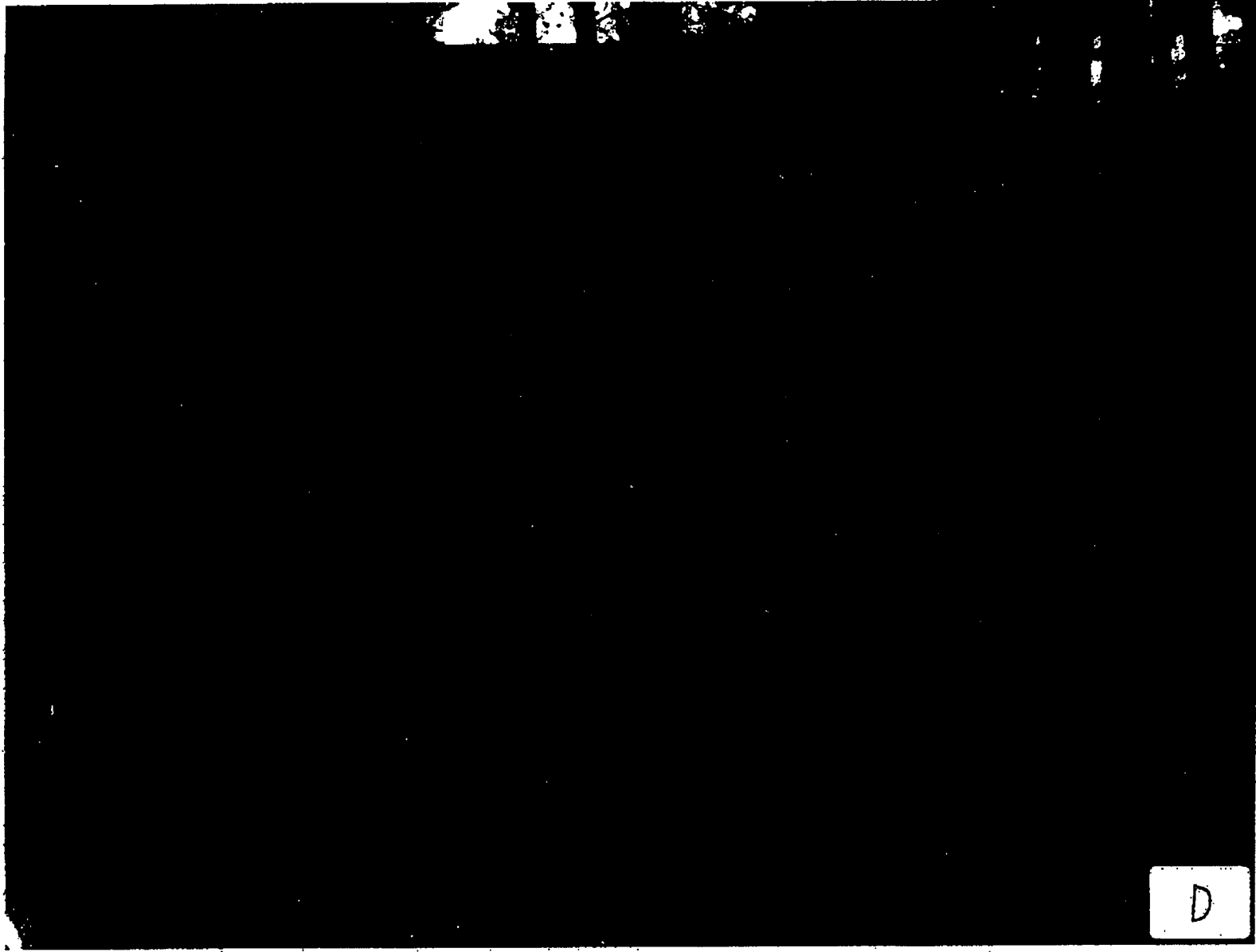
Amber Conn Stockman
Amber Conn Stockman

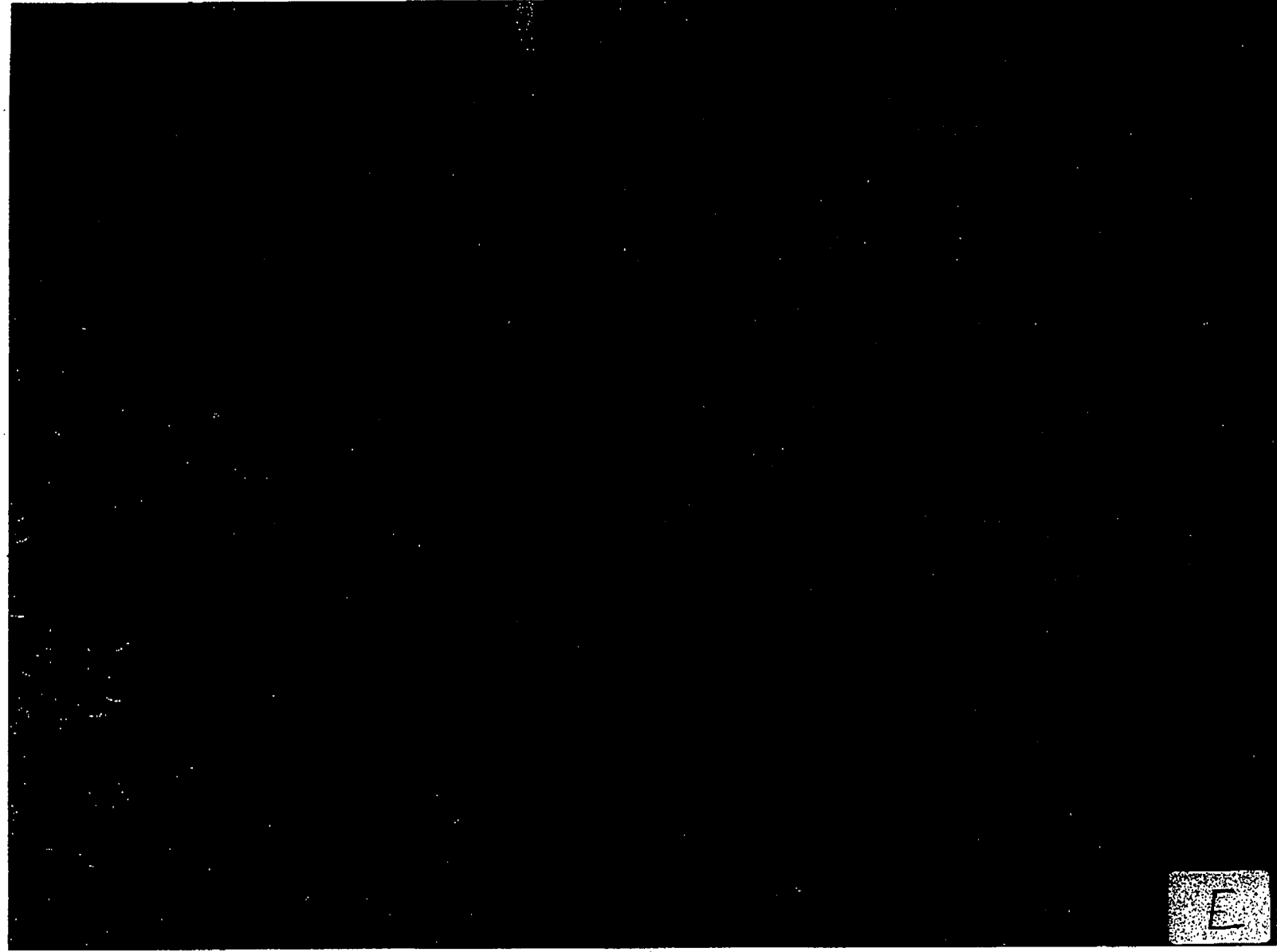


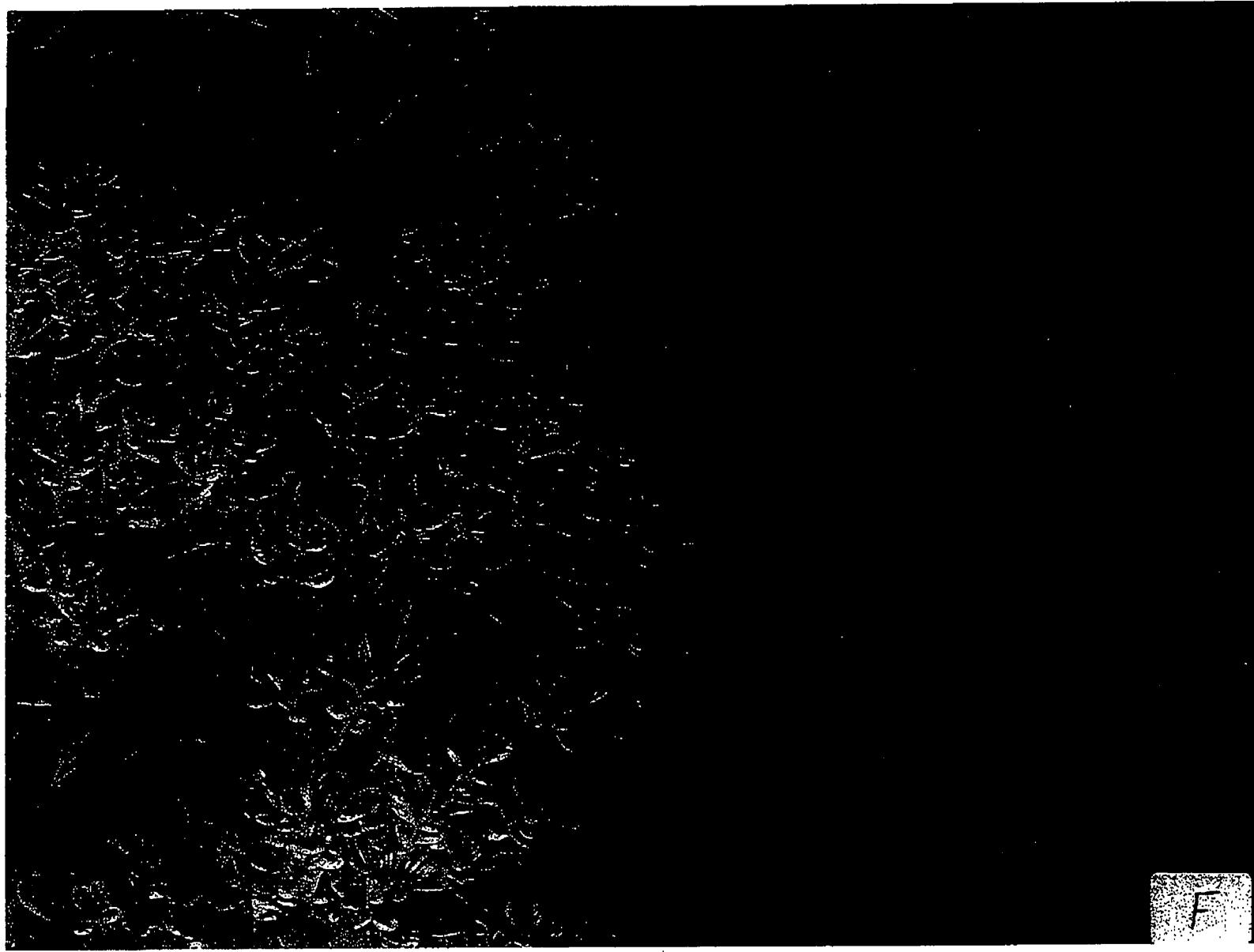
A











State of South Carolina) Court of Common Pleas
) Fifth Judicial Circuit
 County of Richland) No.: 2011-CP-40-4068

Denise Wright,)
)
 Plaintiff,)
) Deposition of
 vs.) WILLIAM F. BOOTH, CPP
)

PRG Real Estate)
 Management, Inc.,)
 Franklin Pineridge)
 Associates, Karen)
 Campbell, individually)
 and in her)
 Representative Capacity)
 as an Agent of PRG Real)
 Estate Management,)
) September 20, 2012
 Defendants.)

Deposition on oral examination of William F. Booth, CPP, reported by Jeffrey M. Thomas, Registered Professional Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to agreement and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of McGowan, Hood & Felder, LLC, 1517 Hampton Street, Columbia, South Carolina, on September 20, 2012, at the hour of 9:30 a.m.

GARBER REPORTING SERVICE, INC.
 POST OFFICE BOX 12348
 COLUMBIA, SOUTH CAROLINA 29211
 (803) 256-4500

CONTENTS Deposition of William F. Booth, CPP Page

4	Exhibit Index	3
5	Stipulations	5
6	Examination by Mr. Comer	5
7	Examination by Mr. Booth	197
8	Further Examination by Mr. Comer	222
9	Further Examination by Mr. Booth	234
10	Further Examination by Mr. Comer	238
11	Certificate of Reporter	241
12	Verification of Deponent	242
13	Errata Sheet	243
14	Word Index	

EXHIBIT INDEX

Exhibits: Marked at Page

(Copy of exhibits attached to each copy of transcript.)

21	1 (Mr. Booth's resume)	8
22	2 (10/17/11 letter)	46
23	3 (8/16/12 letter w/a)	47
24	4 (9/17/12 letter)	48
25	5 (Mr. Booth's file materials)	50
	6 (RMA's invoices)	52
	7 (Pictures)	55
	(Retained by Mr. Booth)	

1 Appearances
 2 Representing the Plaintiff:
 3 WAYNE RIDGEWAY, JR., ESQUIRE
 Burris Ridgeway Injury Lawyers
 4 907 Elmwood Avenue
 Columbia, South Carolina 29201

5
 6 S. RANDALL HOOD, ESQUIRE
 JORDAN CALLOWAY, ESQUIRE
 7 McGowan, Hood & Felder, LLC
 1517 Hampton Street
 8 Columbia, South Carolina 29201

9 Representing the Defendants:

10 BRIAN A. COMER, ESQUIRE
 11 Collins & Lacy, P.C.
 1330 Lady Street, Suite 601
 12 P.O. Box 12487
 Columbia, South Carolina 29211

13 Also Present:
 14 Alan Meumeister
 15
 16
 17
 18
 19
 20
 21
 22
 23
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 25

EXHIBIT INDEX (Continued)

Exhibits: Marked at Page

3	8 (8/15/12 letter)	64
4	9 (Safety versus Security)	71
5	10 (Westlaw cases)	100
6	11 (Color pictures)	128
7	12 (Maintenance Contract)	131
8	13 (Affidavit of D. Wright)	172

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

4 It is agreed and stipulated by the
5 Deponent and respective counsel that the reading and
6 signing of the deposition by the Deponent is
7 expressly not waived.

8 WHEREUPON:

9 WILLIAM F. BOOTH, CPP, being duly
10 sworn and cautioned to speak the truth, the whole
11 truth and nothing but the truth, testifies as
12 follows:

13 EXAMINATION

14 BY MR. COMER:

15 Q. Good morning, Mr. Booth. We've met
16 before. My name is Brian Comer. I'm here to take
17 your deposition today. I represent Franklin
18 Pineridge Associates, PRG Real Estate, and Karen
19 Campbell in this lawsuit. You've been deposed
20 before, right?

21 A. I have.

22 Q. Okay. How many times would you say you've
23 been deposed?

24 A. Several hundred.

25 Q. How many times this year?

1 A. Let's see. This is September. Probably
2 six or eight. Maybe a few more.

3 Q. Have you ever testified in Federal Court?

4 A. I have.

5 Q. Do you keep a list of prior testimony that
6 is typically provided to Federal Court?

7 A. I do.

8 Q. Okay. Is that something you could provide
9 to your attorney if we ask for it?

10 A. I can.

11 Q. Well, let me just put it on the record
12 real quick. I know this isn't your first rodeo, but
13 I'm going to be asking you a lot of different
14 questions today about this case.

15 If I ask you a question and you don't ask
16 for any clarification or if you don't tell me that
17 you don't understand it, I'm going to assume you
18 understood your question -- my question. Is that
19 okay?

20 A. That is fine.

21 Q. If you need me to clarify anything, just
22 ask and I'll be happy to.

23 A. I will.

24 Q. I do anticipate we're going to be here for
25 a little while today. This certainly isn't an

1 endurance contest. If you need a break at any time,
2 just let me know. I will just ask that you answer
3 whatever question is pending before we take that
4 break. Okay?

5 A. Okay.

6 Q. What, if anything, did you do to prepare
7 for this deposition?

8 A. Basically reviewed the entire file. Met
9 with Mr. Hood and Mr. Ridgeway yesterday afternoon.
10 Went over the case. Made some notes last week over
11 the weekend and Tuesday night I suppose in addition
12 to other notes that I had as I reviewed the file.
13 And that is basically it.

14 Q. How long did you meet with Mr. Ridgeway
15 and Mr. Hood yesterday afternoon?

16 A. Well, separately and together I think I
17 was here just over two hours.

18 Q. You said you have reviewed the file. Have
19 you reviewed every piece of paper that their offices
20 have sent you?

21 A. I have not reviewed every single piece of
22 paper.

23 Q. Okay. And we'll get to this later. I
24 know you were sent a lot of materials. And some of
25 those were a lot of different pages. I'm just

1 trying to find out if you reviewed everything they
2 sent you or not?

3 A. I believe I have made notes about what I
4 did not review --

5 Q. Okay.

6 A. -- of what they sent me. If you will give
7 me a second --

8 Q. I'll be happy to let you do that now or
9 I'm going to get to that. Whichever you want to do.
10 (Mr. Calloway entered the room.)

11 THE WITNESS: I did not review the
12 Denise Wright personal materials, her employment
13 file, her meds and things like this. And the
14 30(b)(5) discovery materials, some of those I just
15 looked at electronically and scanned through them
16 very quickly. So I may have not reviewed absolutely
17 everything that was in that.

18 (Deposition Exhibit #1 marked for
19 identification.)

20 BY MR. COMER:

21 Q. I've handed you what has been marked as
22 Exhibit Number 1. And we are going to start off
23 with probably some boring stuff, not that what you
24 do is boring, but me asking questions -- asking you
25 questions about it probably is boring, but I just

1 want to find out a little bit more about your
2 background because I have never deposed you before.

3 First of all, I see at the top of your
4 C.V. in Exhibit 1 it says, William F. Booth, CPP.
5 What does C.P.P. mean?

6 A. That is a Board Certification by A.S.I.S.
7 International, the largest security organization in
8 the world. And it reflects the fact that I am Board
9 Certified in Security Management.

10 Q. How long have you been Board Certified in
11 Security Management?

12 A. Since the early '80s.

13 Q. Has that certification ever lapsed?

14 A. It did. It lapsed -- it lapsed for about
15 a year in, I'm going to say, about '89. And I
16 reactivated it the next year. I actually -- I have
17 to attend training on a regular basis in order to
18 maintain the certification. I attended the
19 training. I sent in the necessary documents late,
20 and they are not forgiving.

21 Q. Okay. And I think that is probably the
22 answer to my question, but other than that
23 circumstance it's never been revoked or anything
24 like that?

25 A. It has not.

1 Q. Is all of your contact information at the
2 top of your resume currently correct?

3 A. It is.

4 Q. Let me ask you a little bit about your
5 educational background. It says you went to North
6 Carolina State University and got a Bachelor of
7 Science. What discipline did you get your Bachelors
8 in?

9 A. It's in Textile Engineering.

10 Q. What year was that?

11 A. I started in '64. Completed about three
12 years. Got married and went to work. Went back to
13 school on a part-time basis, and finished in '78. I
14 think it was in '78.

15 Q. Where did you go to work?

16 A. Raleigh Police Department.

17 Q. Is that where you worked generally from
18 when you got married to when you completed your
19 degree?

20 A. I was on the Police Department from '68 to
21 '77. I became Chair of the Law Enforcement
22 Department at the Justice Academy in '77. So I was
23 actually there when I completed my degree.

24 Q. And then I also see on here University of
25 Louisville. Graduate, Southern Police Institute

1 Administrative Officers Course. What year was that?

2 A. 1975.

3 Q. And was that as part of your law
4 enforcement training or is that --

5 A. That is a police management school that is
6 a part of the School of Justice Administration at
7 the University of Louisville. I attended that for
8 three months as a residential student.

9 Q. So that is a three-month program?

10 A. Yes.

11 Q. How about Graduate, National Crime
12 Prevention Institute, when was that?

13 A. I've been there twice, both times in the
14 '80s. Both of them were two-week courses, maybe.

15 Q. I think I know the answer to this
16 question. You are not a lawyer. You don't have a
17 J.D., anything like that, right?

18 A. You are correct.

19 Q. Have you ever had any legal training?

20 A. Other than I might have had in -- as a
21 part of law enforcement or security training. I
22 have not.

23 Q. For example, when it's proper to execute
24 on a warrant, that kind of thing?

25 A. Yes.

1 Q. Okay. Do you believe you are qualified to
2 give a legal opinion?

3 A. I don't.

4 Q. I see that currently you are Chairman of
5 the Board of Risk Management Associates; is that
6 correct?

7 A. That's correct.

8 Q. Tell me a little bit about Risk Management
9 Associates.

10 A. We are a security consulting firm
11 headquartered in Raleigh. We provide -- we don't --
12 we are not affiliated with any product. We don't
13 provide any security devices. We provide advice and
14 guidance to business, industry, and government
15 pretty much throughout the U.S. We will celebrate
16 our 25th year in January.

17 Q. Looking at your C.V., maybe I can short
18 circuit this a little bit, does it appear that all
19 of the years and your work experience are correct on
20 your C.V.?

21 A. Yes.

22 Q. And from your C.V. it looks like you have
23 been in some way affiliated or employed by Risk
24 Management Associates since approximately 1990; is
25 that right?

1 A. That's correct.
 2 Q. Did you form the company?
 3 A. I am -- I did not. My partner formed the
 4 company about a year and a half before we formed our
 5 relationship. And the company had two employees, I
 6 think, when we got together.
 7 Q. And you are currently not the C.E.O.; is
 8 that right?
 9 A. No. Michael Longmire is the C.E.O.
 10 Q. Okay. And I'm looking at some information
 11 just that I pulled from the Secretary of State's
 12 Office. It indicates Chairman of the Board, Michael
 13 Tucker. That is just not updated; is that right?
 14 A. That's correct.
 15 Q. And how long have you served as Chairman
 16 of the Board? 2010?
 17 A. Since 2006.
 18 Q. Okay.
 19 A. 2007.
 20 Q. Okay. So it's not 2010?
 21 A. Well, let me think a minute because --
 22 okay. I made -- we made the first change in 2005 or
 23 '06. So the 2010 date is probably correct, yes.
 24 Q. Let me just update some of this
 25 information then that I found from the Secretary of

1 at the Law Enforcement Department, North Carolina
 2 Justice Academy, correct?
 3 A. Correct.
 4 Q. Any other dates on here that need revising
 5 or anything?
 6 A. No.
 7 Q. What is Countermeasures, Inc.?
 8 A. Countermeasures was a -- it was a
 9 corporation that I formed in maybe -- sometime in
 10 the '70s when I was still a State employee to do
 11 private consulting as a State employee.
 12 Q. Is it still a going concern?
 13 A. You know, my partner at the time bought me
 14 out, and he maintained it for awhile. I know he
 15 still does consulting work, but I don't know if it's
 16 under that name or not.
 17 Q. Have you ever been disciplined in your
 18 work?
 19 A. No.
 20 Q. Ever been terminated for cause?
 21 A. No.
 22 Q. Have you ever worked for a property
 23 management firm?
 24 A. No.
 25 Q. Have you ever managed an apartment

1 State. The current C.E.O., who is that?
 2 A. The current C.E.O. -- president and C.E.O.
 3 is Michael Longmire.
 4 Q. And who is the senior vice president?
 5 A. Jerry Blanchard.
 6 Q. And who is the vice president/secretary?
 7 A. Christine Peterson.
 8 Q. Okay. And prior to that it appears you
 9 had your own security company; is that right, Booth
 10 & Company?
 11 A. Yes.
 12 Q. And that was from 1985 to 1989?
 13 A. Correct.
 14 Q. Did that do the same types of services as
 15 Risk Management Associates?
 16 A. More or less it did.
 17 Q. And then 1981 to 1985, vice president of
 18 Gray Incorporated; is that right?
 19 A. That's correct.
 20 Q. And it appears '80 to '81 you were the
 21 Deputy Director of Crime Prevention Division of
 22 North Carolina Department of Crime Control and
 23 Public Safety; is that right?
 24 A. That's correct.
 25 Q. And then you've already referenced being

1 complex?
 2 A. No.
 3 Q. Have you ever worked at an apartment
 4 complex?
 5 A. No.
 6 Q. Have you ever done any consulting -- and
 7 when I say this I mean outside of this case. Any
 8 consulting for apartment complexes in South Carolina
 9 regarding security?
 10 A. Outside of this case?
 11 Q. Yes, sir.
 12 A. I have never had a client in South
 13 Carolina that was an apartment complex outside of
 14 some sort of litigation.
 15 Q. Okay.
 16 A. I have clients -- I have had and have
 17 client who own apartment complexes, but they are not
 18 in South Carolina.
 19 Q. Okay. And in a litigation context, have
 20 you worked with any apartment complexes in South
 21 Carolina?
 22 A. I have.
 23 Q. Which ones have you worked with?
 24 A. Oh, I've been doing this since '81 --
 25 Q. Sure.

1 A. -- as an expert witness. I can probably
2 tell you the cities that some of the complexes were
3 in, but that would be about as much as I could do.

4 Q. I understand. Have you ever worked with
5 any others in Columbia?

6 A. The City of Columbia hired us -- and I
7 forgot this. The City of Columbia hired my firm. I
8 went -- let's see if I can back up and tell you the
9 whole story.

10 Someone on the City Council decided that
11 they -- that the City might be able to better
12 address some of their crime issues if they used
13 principles that were used in private security. And
14 so they put out an R.F.P. for a firm to do that.

15 I came down and made a presentation to a
16 subcommittee of the Council. They chose our firm.
17 We got a contract to take a look at the four highest
18 crime areas in the city. I brought a team of people
19 down. And we interfaced with the Police Department.
20 And two of those were public housing areas, which
21 are apartment complexes.

22 And we began our evaluation using the same
23 basic principles that we would use in any other job.
24 And once I kicked the team off, I went back to
25 Raleigh. And they stayed down here and worked. And

1 then I came back and made the presentation to that
2 same subcommittee of the Council about what our
3 recommendations would be. So that was non-related
4 to litigation, involved apartment complexes, and
5 actually was in the City of Columbia.

6 Q. Okay. What year was that?

7 A. I'm going to guess it was about six or
8 seven years ago.

9 Q. I'm curious, do you recall what the four
10 or five highest crime areas in Columbia were?

11 A. I really don't.

12 Q. Is that something that would be available
13 to you to look up if I asked you to do that? In
14 other words, would you have that presentation or the
15 results of that study available?

16 A. We may.

17 Q. Okay.

18 A. You know, since it was done for the City,
19 it's actually a public document.

20 Q. Okay.

21 A. Our -- we keep active files for five
22 years. So it may not be something that we have in
23 active files. I'm trying to remember exactly how
24 many of the areas were -- one of the areas was not
25 public housing. One of the areas might have been

1 just private Section Eight housing. And one or two
2 were public housing projects.

3 Q. And was this for the Richland City Council
4 or County Council or --

5 A. I don't remember.

6 Q. But it was for some governmental entity in
7 Richland County?

8 A. Yes.

9 Q. In terms -- and let me just make sure I
10 understand the answer to my question. And I
11 appreciate that context you provided. I guess what
12 I'm trying to determine is whether or not any
13 individual apartment complexes had ever hired you
14 within South Carolina to do consulting on their
15 security?

16 A. I don't recall any.

17 Q. And now let me ask the same question in a
18 litigation context.

19 A. Well, let me revise that answer.

20 Q. Okay.

21 A. We had for awhile a major client who owned
22 apartment complexes all over the Southeast. And we
23 provided consulting advice to that client.

24 Q. Who is that client?

25 A. It's a corporation that was headquartered

1 in Fayetteville, North Carolina. They actually
2 hired our consultant away from us.

3 Q. Okay.

4 A. So it wasn't a really good -- it didn't
5 end really well for us because we lost a good
6 employee and the client at the same time. And that
7 was -- that was probably 10 years ago.

8 Q. Okay. Outside of that example for the
9 Fayetteville corporation, any others that you can
10 think of in South Carolina?

11 A. No.

12 Q. How about in a litigation context? Have
13 you served as an expert witness for an apartment
14 complex in South Carolina in a litigation context?

15 A. I did one in Charleston a number of years
16 ago. I believe I've had an apartment case in the
17 Greenville, Spartanburg area. I had an apartment
18 case in Hartsville. That is the only three that I
19 can recall.

20 Q. Do you know the attorneys you worked with
21 in those cases? Do you recall their names?

22 A. No, but they would probably be on that
23 list that you've asked me to provide.

24 Q. Asking you a little bit more about your
25 work experience. What is the difference -- I see on

1 your C.V. that you served as both president of Risk
2 Management Associates and Chief Executive Officer.
3 I was just curious as to what the difference in the
4 context of that company is between those two
5 positions in terms of your job responsibilities?

6 A. When I was the president I was the
7 operations head for the company. And the Chief
8 Executive Officer was my partner at the time who
9 developed Parkinson's and retired some time ago.
10 Currently in the company the president is the C.E.O.
11 And I basically am not responsible for operations.
12 He's responsible for operations.

13 Q. Okay. Is your training in your C.V.
14 up-to-date?

15 A. No.

16 Q. Have you ever had -- I'm sorry. I didn't
17 mean to interrupt you.

18 A. No, because I continue to go to training
19 all the time.

20 Q. Okay.

21 A. So it's -- let's see. Look at the last
22 course I would have taken. I've probably had a
23 couple other training courses since then. This by
24 know means is comprehensive anyway. It's just some
25 of the training that I have had.

1 (Mr. Meumeister entered the room.)

2 THE WITNESS: And in order to keep
3 the certification, I have to continue to go to
4 training. And there is another -- there is another
5 adjustment that needs to be made. I now hold a Top
6 Secret Clearance instead of a Secret Clearance. I
7 realize I have not updated. That was -- that was
8 issued to me in 2010.

9 BY MR. COMER:

10 Q. And what is the difference between the Top
11 Secret versus the Secret Clearance?

12 A. The Top Secret is one where you have to
13 kill the person.

14 Q. Right. What does that mean?

15 A. There are documents that we deal with that
16 require certain levels of clearance in order to have
17 the documents accessible to you. And in some of the
18 government work I just needed a Top Secret Clearance
19 in order to be able to see the documents that I
20 needed to see.

21 Q. And I guess my question is what in terms
22 of any additional experience or requirements do you
23 have to do to get that? Is it just being in the
24 security industry longer? Is it different paperwork
25 or what?

1 A. No. This is a government clearance.

2 Q. Right.

3 A. It involves a much more detailed and
4 in-depth background investigation. They even went
5 to speak to my mother in a rest home. So it's --
6 they really don't tell you exactly what they are
7 doing to give you this, but --

8 Q. It gives you a lot of comfort, doesn't it?

9 A. It does. But it takes awhile. It's very
10 difficult to do. You have to have been -- you have
11 to have had one level of clearance for awhile and
12 not had any kind of issues with it. And then they
13 will conduct that in-depth investigation.

14 I'm also required to -- because I have it,
15 even if I take a vacation and I go out of the
16 country I have to complete this about 10-page form
17 on everything I did while I was out of the country
18 and people I associated with and a lot of stuff like
19 that.

20 Q. While we are on this topic, anything else
21 that as you look through your C.V. you can tell
22 hasn't been updated?

23 A. That was the only thing I saw.

24 Q. And I want to take a quick break in one
25 second, but let me finish this line of questioning.

1 In term of any other training, I know you said you
2 continue to do additional training. Is there
3 anything not reflected on here that you recall that
4 I can add in?

5 A. Let's see. I can't think of anything
6 specifically.

7 Q. Okay. Do you have any training in the
8 management of apartment complexes?

9 A. No.

10 Q. How about any training in any property
11 management?

12 A. No.

13 MR. COMER: All right. Quick time
14 out.

15 (Discussion off the record.)

16 BY MR. COMER:

17 Q. Mr. Booth, let me ask you about any
18 licenses that you have. What, if any, licenses do
19 you possess other than your driver's license?

20 A. I have a fishing license.

21 Q. Okay.

22 A. I have a private investigator's license
23 and have had since the '80s. I have a general
24 contractors license that I've had since the '80s.

25 Q. I saw that on your resume. And I was just

1 curious, do you do some contracting on the side?

2 A. Not really. I have in the past. It was
3 one of the most difficult things I've ever gotten,
4 and so I stay current and continue to pay my fees
5 and keep it just in case I need it sometime.

6 Q. So you never have to do it again, huh?

7 A. Yes. And it is an area of personal
8 interest. I'm very interested in construction. And
9 it comes in extremely handy in the work that I do.

10 Q. Are those issued by a licensing agency in
11 North Carolina?

12 A. They are.

13 Q. And both of those are current?

14 A. Yes.

15 Q. Do you have any licenses in South
16 Carolina?

17 A. You know, at one time I had the P.I.
18 license under SLED in South Carolina, but I don't
19 know if -- somebody in the company has to carry that
20 now. And I don't recall filling out any documents
21 in the last few years. So we may have shifted that
22 to someone else. I'm trying to reduce the level of
23 responsibility I have with my company. And I am
24 gradually shifting things over to other people.

25 Q. Have you ever had any sort of disciplinary

1 of those areas.

2 And I think the pass rate -- I mean the
3 pass point floats. It's a percentage of the people
4 who are taking the exam. And at the time that I
5 think that I took it you had to make like an 84 or
6 85 in order to pass the exam. And then every three
7 years -- well, actually every year you get
8 additional continuing education credits. And every
9 three years they renew your certification if
10 everything else is right.

11 Q. Obviously you passed the exam at some
12 point. Did you pass it on the first try?

13 A. I did.

14 Q. Let me ask you a little bit about any
15 publishing or speaking. Do you do any publishing,
16 writing articles, that kind of thing?

17 A. I have in the past, but I haven't done it
18 in quite some time.

19 Q. How long ago do you think that it would be
20 that you last did it?

21 A. Probably six or eight years ago. I had
22 some articles in a few magazines.

23 Q. What magazines?

24 A. One of them, Prime Security Magazine. I
25 did an article on -- so it had to be after 2001

1 issues or revocations of your licensing in the past?

2 A. No. Well, I lost my driver's license when
3 I was 16.

4 Q. Yeah, and I'm not -- I'm right there with
5 you on that. But obviously talking about your
6 professional licenses, nothing like that?

7 A. Sure.

8 Q. We've already talked a little bit about
9 your C.P.P. certification. Can you just give me a
10 brief summary of what it takes to get that
11 certification by A.S.I.S.?

12 A. First of all, you have to have a sponsor
13 who is already a C.P.P. Then you fill out an
14 application where you list -- and I've forgotten.
15 It seems like to me you have to have eight years --
16 six years or eight years of a responsible -- what
17 they call a responsible charge position within a
18 security organization of some sort.

19 And do a background check. And then they
20 check those. If that's okay, then you go to a
21 series of classes. And all of that is heading
22 toward taking an eight-hour exam. At the time I
23 took it, it was four hours of general knowledge and
24 there were about a dozen areas that you could
25 specialize in. And so it was an hour exam in each

1 because I did an article on the effect that 9/11 had
2 had on the security industry as a whole and the
3 standards within the industry.

4 So I'm gong to guess I did that in about
5 2003 or 2004, something like that. I did jointly
6 with one of our other consultants I did an article
7 on -- it was a large case we had worked on involving
8 rock quarries. And theft -- an organized theft ring.
9 that was actually stealing some of their specialized
10 equipment in six or eight states. And we did an
11 article. I think that was in Security Management
12 Magazine.

13 I wrote an article for the magazine known
14 as Surveillance which is a local magazine published
15 in the triangle area about workplace violence. And
16 I think that is the last three I did.

17 Q. Have you ever done any publishing on the
18 management of apartment complexes specifically?

19 A. No.

20 Q. Any on property management generally?

21 A. No.

22 Q. How about on security at apartment
23 complexes?

24 A. I don't think so.

25 Q. Have you ever done any general articles on

1 premises liability?

2 A. Yes, I did one for that same Surveillance
3 magazine probably late '90s.

4 Q. Have you ever done any articles on
5 standards for lighting?

6 A. No. The standards for lighting in the
7 U.S. are basically determined by the Illuminating
8 Engineers Society of North America. And they
9 published a standard that is currently in place in
10 '93. So I don't think I would have done any writing
11 about that. I mean, they know so how much more
12 about lighting than I do.

13 Q. And I'm not suggesting that you write the
14 standards, but just any commentary about them, any
15 of their applications in cases, that kind of thing?

16 A. I don't think I've actually written
17 anything on it.

18 Q. How about any writings on or commentary on
19 standards for bushes or vegetation in terms of
20 height or trimming?

21 A. No.

22 Q. Do you ever write for the Risk Management
23 Associates' website?

24 A. Sometimes.

25 Q. Do you contribute to the blog on the

1 website?

2 A. I might have early on when we first
3 started it. I don't think I've done it in awhile.

4 Q. I forgot to ask you a question. Do you
5 know what a security officer is?

6 A. I do.

7 Q. Have you ever done any publishing or
8 writing on the proper use of a courtesy officer,
9 that kind of thing?

10 A. I don't think so.

11 Q. As someone who contributes to the Risk
12 Management Associates' website, and as the Chairman
13 of the Board, do you agree with the information that
14 is provided to the public on the Risk Management
15 Associates' website?

16 A. For the most part. Occasionally I will
17 get the notice that something has been added to the
18 website. And I'll go to it and -- there is one of
19 the ladies in the office that is responsible for
20 that. And I'll say, "Tasha, you know, I'm not real
21 sure about this." Early on years ago whenever we
22 did anything it was all run by me, but I don't do
23 that. I don't ask for that anymore.

24 Q. Okay.

25 A. It's more than I can do.

1 Q. I've asked you about publishing. Let me
2 ask you a little bit about speaking. Have you ever
3 done any speaking on premises liability to an
4 apartment complex?

5 A. I've done training for apartment managers
6 on premises liability.

7 Q. How about any in South Carolina? That
8 would be encompassed by kind of our earlier
9 questioning about the times you've worked with
10 apartment complexes.

11 A. Well, for about maybe a dozen years we
12 held -- and when I say "we" my company held an
13 annual symposium in Raleigh. And we had attendees
14 from typically the five or six states. North
15 Carolina and the five or six states right around us.

16 And we would have people from South
17 Carolina. And I spoke on premises liability
18 frequently at those, but I don't know, you know, who
19 the South Carolina attendees would have been.

20 Q. Sure. I saw at the bottom of your C.V. it
21 says something about training modules, manuals, and
22 policies and procedures that you've assisted in
23 writing. Do you have any training modules or
24 manuals on premises liability that you've used to do
25 some of this training?

1 A. The last -- I actually got asked this in
2 another deposition, and I went and researched it for
3 that deposition. The last one I still have was a
4 training class I did for apartment property managers
5 on security and premises liability. And I still
6 have -- I still have that information and those
7 materials that were provided to them in that class,
8 but that is the only one I still have.

9 Q. So that is something that is available
10 though?

11 A. Yes.

12 MR. HOOD: Brian, just one second.
13 I'm just trying to put her in on this phone.

14 (Discussion off the record.)

15 BY MR. COMER:

16 Q. Mr. Booth, let me just ask you a little
17 bit about some of your professional affiliations.
18 A.S.I.S. International, how long have you been a
19 member of that?

20 A. Since my early days at Gray Incorporated
21 which would have been in the early '80s.

22 Q. How does one become a member of A.S.I.S.
23 International? Do you just have to apply or do they
24 have to select you or what?

25 A. No. You just -- you have to be -- in

1 order to be a full member you have to be in the
2 security business in some way. And you just -- you
3 know, you just apply, basically.

4 Q. Is there any kind of like community
5 membership, people who are just interested in
6 security, they apply, pay the dues, and they can be
7 some kind of different member?

8 A. You can be an associate member.

9 Q. So there are associate memberships and
10 full memberships?

11 A. That's correct.

12 Q. And you are a full member?

13 A. I am.

14 Q. That is because you are in the security
15 business?

16 A. Yes.

17 Q. But if I wanted to be a member, I would
18 have to be an associate member; is that right?

19 A. You may be because law enforcement can be
20 a full member also. And so the legal profession
21 might be allowed to be a full member, too.

22 Q. Okay. How about the North Carolina
23 Association of Chiefs of Police? Are you currently
24 in that?

25 A. I am -- I'm an associate member there.

1 And I am -- as far as I know I am still current
2 there.

3 Q. Okay. Bear with me one moment. I'm not
4 trying to get all up in your business, but let me
5 ask you a couple more personal questions just in
6 case we have to pull a jury, that kind of thing. Do
7 you have in relative in Richland County?

8 A. None.

9 Q. Do you have any close friends in Richland
10 County?

11 A. Other than you guys? Let's see.

12 Q. I'm just encouraged you would call me a
13 friend.

14 A. I don't think I do.

15 Q. You don't know so?

16 A. No, I don't think so.

17 Q. Okay. Ever been convicted of a crime?

18 A. No.

19 Q. I didn't think so. All right. What areas
20 do you consider yourself to be an expert or that you
21 have been qualified to be an expert?

22 A. I am generally referred to as a security
23 expert. I feel qualified to offer advice in all
24 areas of security with the exception of I.T.
25 security. That has -- at one point in time I was

1 good with that, but I am not really that interested
2 in it and have not cared to stay abreast of that.
3 So I don't do that anymore.

4 Q. And it moves pretty fast, too.

5 A. It does.

6 Q. Tell me a little bit more about your
7 current practice. And when I ask this question,
8 what I'm trying to get a sense of is at R.M.A. it
9 sounds like you do litigation consulting and then
10 more general client security consulting.

11 Can you kind of break that down for me in
12 terms of how you spend your time percentage-wise? I
13 mean, do you do 50 percent litigation consulting or
14 what?

15 A. I am the only expert witness in the
16 company with the exception of our I.T. security
17 expert who also testifies. I have over the past few
18 years have been reducing the amount of general
19 consulting I do. It's just more difficult for me to
20 do.

21 I am more interested in this other. And
22 I'm trying to kind of move into a different phase in
23 my life. I do some general consulting where I have
24 an area of expertise that is needed. Last year we
25 went to Minnesota. We did the State-run College

1 System for Minnesota. We did all of their campuses.
2 We did security reviews on all of their campuses.

3 And I went and participated in that
4 because that is an area of expertise that I had
5 considerable knowledge in. But for the most part
6 now I am doing mostly litigation consulting.

7 I do about 60 percent of my cases,
8 65 percent for the defense and the remainder for the
9 plaintiff. I have -- I have worked in over 30
10 states as a security consultant. And have provided
11 expert witness services in about half of those.

12 Q. So about 15 states, give or take, where
13 you've been an expert?

14 A. It's either 14 or 15.

15 Q. And I know this can fluctuate. I'm not
16 trying to get into semantics, but it sounds like you
17 do a majority of expert witness work now. Would you
18 say that is about 90 percent of your time,
19 80 percent of your time, or what?

20 A. I would say there is a portion of my time
21 that is taken up with my duties -- my company
22 duties, but I would say that at least 80 percent of
23 my time now is litigation consulting.

24 Q. And then if you had to break down the
25 other 20 percent, would that be 10 percent general

1 security, 10 percent administrative?

2 A. Well, it might. I mean, it fluctuates so
3 much it would be really hard to break it down, but
4 that would be a good breakdown.

5 Q. And I think I saw on your profile page on
6 your website your first case as an expert witness
7 was around 1981. Does that sound right?

8 A. That sounds right. It was an apartment
9 case in Wake County, North Carolina.

10 Q. In the last three years how many times
11 have you testified at trial?

12 A. Maybe eight.

13 Q. Any in South Carolina?

14 A. I don't believe so.

15 Q. How many clients are you currently working
16 for, do you know?

17 A. About -- I have about -- well, the company
18 now has about 640 clients. Of those I would say
19 about 200 are people that I would consider my
20 clients or companies. Currently -- I currently have
21 about 26 or 27 cases open.

22 Q. And if I asked you to break down those
23 down into plaintiff and defense, would it be about
24 60, 65 percent defense of this number and 30, 35
25 percent for plaintiff?

1 A. That would be my expectation.

2 Q. Okay. Are you currently working -- other
3 than Mr. Hood, are you working with any other
4 attorneys in South Carolina on any cases?

5 A. I am. I'm sure I am. Somebody from Baker
6 Ravenel and Bender. I've got a couple of motel
7 cases. I've got a nursing home case with Dick
8 Harpootlian, however you say his last name. You
9 know, I might have four or five cases out of the 25
10 or so that are South Carolina case.

11 Q. Okay. And other than someone at Baker
12 Ravenel --

13 A. That is Catharine Griffin. It just came
14 to mind.

15 Q. Okay. And then Mr. Harpootlian. Any
16 other names you can recall?

17 A. No, although I know I have -- I've got a
18 couple of motel cases that are in the central part
19 of the state. No, I don't.

20 Q. Okay. Let me ask you about how you charge
21 for your work. Do you just charge flat rate by the
22 hour?

23 A. I do.

24 Q. Okay. What is your rate in this case?

25 A. 275.

1 Q. Is that any different from any rate you
2 charge in other case?

3 A. It is not.

4 Q. Do you charge any differently for like
5 trial time or time that you spend at a site or
6 something like that or is it just straight up 275 an
7 hour?

8 A. Straight up 275 an hour.

9 Q. Have you ever worked with Burris Ridgeway
10 or McGowan Hood and Felder in the past?

11 A. Well, I have another case with Wayne
12 Ridgeway.

13 Q. You have the other Wellspring case?

14 A. Right.

15 Q. Outside of that case and this case?

16 A. No.

17 Q. Have you ever not been qualified as an
18 expert by a court?

19 A. No.

20 Q. Have you ever had your opinion struck or
21 excluded or limited in any way?

22 A. Not that I know of.

23 Q. In your non-litigation work is your -- do
24 you charge any other rate or is your rate for your
25 non-litigation work the same as your rate as for

1 being an expert witness?

2 A. It just depends because we are a G.S.A.
3 schedule company. And I know if you don't do
4 government work, you don't know what -- but if you
5 do Federal government work, then you have to get on
6 the G.S.A. schedule. General Services
7 Administration schedule.

8 And you have to publish your rate, and
9 then they have to get a percentage off of that. So
10 not to make this more complicated than it is, it
11 means that basically -- I think rates for my work in
12 the past say five years have varied between
13 somewhere in the 150s up to 275.

14 Q. And the 150 to 275 is for non-litigation
15 security consulting?

16 A. Yes.

17 Q. Okay. I just want to make sure I
18 understood. Okay. Bear with me one second. I'm
19 going to attempt to stay organized.

20 MR. HOOD: Better man than me. Do
21 you remember in Philadelphia I used the whole table.
22 I didn't have them in Manila folders. I just had it
23 stacked.

24 MR. COMER: I actually like that
25 strategy. And I was about to come and line them up

1 down the table because I'm a visual person, too.

2 MR. HOOD: What you are seeing --
3 just because you are a mentee, this is the way it's
4 supposed to be done. It isn't usually done this
5 way, but that is what the law requires, that is what
6 the Rules of Civil Procedure require, is that you
7 have a copy of every document you are going to show
8 the witness for the other party.

9 But what happens usually is the guy never
10 does it. They give it to him. And then you have to
11 stop the deposition and go get somebody to make
12 copies for everybody every single time it happens.
13 But if you do it the way it's supposed to be done,
14 the court requires you to have a copy for everybody.
15 BY MR. COMER:

16 Q. Okay. Before I mark all of this, let me
17 just see if you recall. Do you recall when you were
18 retained in this case?

19 A. Wayne Ridgeway called me early in 2011 and
20 discussed a situation that he was aware of that he
21 thought might be a potential case. And I was not
22 billing him at that point now. So we just had this
23 phone conversation.

24 He asked if I could come take a look at
25 the subject property which was Wellspring

1 Apartments. And I did so in February of 2011. So I
2 started billing at that point. And he said that he
3 might have more than one case out there.

4 Q. The case that he originally called you
5 for, was that a sexual assault case?

6 A. The original call was, yes.

7 Q. Okay. And then for this particular case,
8 which is Ms. Wright's abduction, was that the other
9 case he was referencing when he first called you?

10 A. Yes.

11 Q. And then eventually you began working on
12 that case as well; is that correct?

13 A. Well, you know, in an initial evaluation I
14 use the A.S.I.S. process for security evaluation.
15 Profiling the threat, determining the probability of
16 the threat becoming an event, and the criticality
17 should the threat become an event.

18 So I use that process. So I'm not -- in
19 the early stages I'm not as concerned with what
20 actually occurred as doing a security assessment of
21 the property. So when you say -- and it would be
22 the same to a point for both because it's the same
23 property. So knowing that I had potential of two
24 cases, I was just generally looking at the property
25 in the beginning.

1 Q. I understand.

2 A. So when I pull crime stats, I'm pulling
3 crime stats for the whole property, that kind of
4 thing.

5 Q. Okay. And this process began early in
6 2011. And I think you said you started billing
7 around February; is that right?

8 A. I think the first -- and I think he's
9 provided you with the billings, and I think they
10 begin in February.

11 Q. Okay.

12 A. And they may -- in the early stages they
13 may not even have referenced the right case number
14 because I don't know that we had opened the second
15 case. I was basically working off the first case.

16 Q. But you were just looking generally at the
17 property at that point?

18 A. That's correct.

19 Q. And that wouldn't -- your general
20 impressions of the property wouldn't vary between
21 the cases because you are just looking at the
22 general security?

23 A. In the beginning, yes.

24 Q. You referenced the A.S.I.S. process. Can
25 you tell -- if I wanted to find a copy of that,

1 where would I go?

2 A. I would guess that you could Google --
3 probably if you Google A.S.I.S. Risk Assessment
4 Guidelines, that is what you are going to find. And
5 what I did, it's a nine-step process, but they
6 basically are three general steps that you follow
7 which is profile, probability, and criticality.

8 Q. Do you follow that process for every case
9 in which you serve as an expert witness?

10 A. I do. Not only that, I do that in every
11 case that is not related to litigation. That is the
12 process that you follow. When somebody talks about
13 risk management, then basically that is what you are
14 doing.

15 Q. Is there any other process, and I'm not
16 casting any aspersions when I say that, but let's
17 say there is some kind of competing security
18 international organization. Is there any other
19 process that maybe others in the industry would
20 follow?

21 A. There is a -- there is an International
22 Association of Security Consultants, I think, that
23 have -- that basically are nothing -- they are
24 just -- from what I see they are just expert
25 witnesses. And they have a process that they

1 publish. The last time I pulled their membership
2 list, worldwide it was like 150 people, 200 people.
3 A.S.I.S. has got 45,000 members of it.

4 Q. So you would consider A.S.I.S. to be, I
5 guess, the more well-known, more established
6 organization?

7 A. That would be a good way to say it.

8 Q. Okay. I'll stay away from the word
9 prestigious because I know some people may argue
10 with that, but it sounds like A.S.I.S. is more
11 established?

12 A. It is.

13 Q. Are you charging \$275 an hour in this
14 case?

15 A. I am.

16 Q. And what were you asked to do in this
17 case, specifically?

18 A. Well, we started out very general because
19 basically Mr. Ridgeway said, you know, "I've got this
20 situation, you know. I'm trying to decide what to
21 do. Would you come take a look at it?"

22 And so my belief, even though I don't know
23 if we articulated it exactly this way was that I was
24 to take a look at the property and perform a general
25 risk assessment of the property. And then later,

1 understanding that I was going to get specifics on
2 the two crimes that had occurred, I knew that I
3 would be assessing the information that would be
4 provided on those two crimes.

5 (Mr. Ridgeway entered the room.)

6 MR. COMER: Let me mark this as the
7 next exhibit.

8 (Deposition Exhibit #2 marked for
9 identification.)

10 BY MR. COMER:

11 Q. Let me hand you what has been marked as
12 Deposition Exhibit Number 2. And I believe that is
13 letter dated October 17, 2011, from Wayne Ridgeway
14 to you providing a retainer check that references
15 this case. Do you see that?

16 A. I do.

17 Q. Would this be about the time that you
18 started looking more specifically at this case as
19 opposed to just a general assessment?

20 A. It is. This is -- I had been told of the
21 specifics and had -- was aware of where this event
22 occurred, but as far as looking at this case
23 separate and apart from the other case, this was
24 about when that started.

25 MR. COMER: Mark this as the next

1 exhibit.

2 (Deposition Exhibit #3 marked for
3 identification.)

4 BY MR. COMER:

5 Q. Mr. Booth, I'm handing you what has been
6 marked as Deposition Exhibit Number 3 which is the
7 notice of deposition and the subpoena for you to be
8 here today. Have you seen that document before?

9 A. I have not.

10 Q. Okay. One of the things, if you turn to
11 the second page of the exhibit I've handed you, is
12 it says that you are to provide a full and complete
13 file relative to the investigation into the
14 September 18, 2008, incident at 500 Harbison
15 Boulevard, Apartment 2210, Columbia, South Carolina.
16 Have you brought a file with you today?

17 A. I have.

18 Q. Okay. Do you have that nearby?

19 A. I have it right here.

20 Q. Okay. We'll look at that in a minute.

21 Let me ask you some questions about what would
22 constitute your file. I was given a letter dated
23 September 17, 2002, of some of the material you have
24 reviewed.

25 MR. COMER: Let me get that marked as

1 Exhibit 4.

2 (Deposition Exhibit #4 marked for
3 identification.)

4 BY MR. COMER:

5 Q. This is a letter from your counsel to me
6 indicating all of the materials that have been
7 provided to you. Can you review that for one
8 second.

9 A. I have.

10 Q. Okay. And in terms of material provided
11 to you, is there anything that is not on this list
12 that you know of that was provided by your counsel
13 for you to consider?

14 A. I believe this is everything. And I
15 really haven't read this in detail until this
16 minute. And I don't recall seeing the Linda Zaepfel
17 depo.

18 Q. Okay.

19 A. I know who she is.

20 Q. Okay.

21 A. And I may have or I may have -- I have
22 been getting these documents electronically. And
23 sometimes I've been reviewing them actually on the
24 computer because of where I was at the time that I
25 got the document. So I may have reviewed hers on

1 the computer and just not printed it out.

2 Q. And the reason for my questions is I've
3 never received a big stack of documents that says,
4 "This is everything we gave to Mr. Booth." Is there
5 anything not on this list that stands out in your
6 mind that you relied on for your opinions in this
7 case?

8 A. That was provided to me by --

9 Q. Yes, sir.

10 A. -- the attorneys? If you don't mind, I
11 would like to look at the file.

12 Q. Sure. Please.

13 (Discussion off the record.)

14 THE WITNESS: Some of the exhibits --
15 the reason I want to check is that some of the
16 exhibits to depositions, I pulled documents out of
17 those exhibits, but they are listed here.

18 BY MR. COMER:

19 Q. But they would be encompassed within this
20 list?

21 A. Yes.

22 Q. Okay. So in terms of anything provided to
23 you by your counsel, does it appear that this list
24 is exhaustive of everything?

25 A. I believe it is.

1 has not been Bates stamped that was in a deposition
2 document that is not specifically delineated in
3 here. And, I mean, I just noticed that myself.

4 THE WITNESS: I did not rely on
5 those.

6 BY MR. COMER:

7 Q. You remember reading about them?

8 A. I read about them. I'm aware of them. I
9 did not rely on them.

10 MR. COMER: I'm terrible with my
11 court reporters about starting to talk and they are
12 -- you know, so I'm trying to do better, but call me
13 out.

14 BY MR. COMER:

15 Q. Okay. I mentioned before we marked this
16 that I asked your attorney for some additional
17 materials and was provided this. Take a look at
18 that material and tell me if you remember it.

19 A. Yes.

20 Q. Is it a fair characterization of that that
21 it's generally your notes, some impressions you had,
22 maybe a little bit of Google research, stuff that
23 you generated? Is that a fair characterization?

24 A. More or less, yes.

25 Q. Okay. I'm not suggesting you made this

1 Q. Now, I know once I received this list, I
2 checked with your counsel about whether you had
3 generated any notes or anything like that.

4 MR. COMER: Let me mark this as the
5 next exhibit.

6 (Deposition Exhibit #5 marked for
7 identification.)

8 MR. HOOD: You know, there is one
9 thing. Can I bring it up?

10 MR. COMER: Please. Go ahead.

11 MR. HOOD: There is -- there is
12 something that we used in the -- okay. That we
13 used, that document -- do you remember those three
14 five-page things, security documents that I provided
15 to you two days before?

16 MR. COMER: Yes.

17 MR. HOOD: I don't know if we gave
18 that to him or not. I think we did. That is not --

19 THE WITNESS: No.

20 MR. HOOD: Did we not? But it was in
21 the deposition.

22 THE WITNESS: I know what you are
23 referring to. Was in the deposition.

24 MR. HOOD: It was in the deposition
25 documents, but I think that is the only thing that

1 map or anything.

2 A. Right. Right.

3 Q. I'm just saying we talked about what your
4 counsel provided to you. And now what I've shown
5 you in Deposition Exhibit 5 is stuff that you pulled
6 together on your own or notes that you made; is that
7 right?

8 A. With the exception of the last document in
9 there which is the cover letter and the Motion for
10 Summary Judgment.

11 Q. Correct. Okay. And that is also your
12 correspondence with your counsel; is that correct?

13 A. That's correct.

14 MR. HOOD: May I take a copy of that?

15 MR. COMER: Sure. Go ahead. That is
16 your copy.

17 MR. HOOD: Thank you. And which
18 exhibit -- is that Exhibit 4?

19 MR. COMER: Exhibit 5.

20 THE WITNESS: Five.

21 BY MR. COMER:

22 Q. And because we like to be thorough, I also
23 asked your counsel for any billing records.

24 MR. COMER: Let me get this marked.

25 (Deposition Exhibit #6 marked for

1 identification.)

2 BY MR. COMER:

3 Q. Does that appear to be a true and correct
4 copy in Deposition Exhibit Number 6 of all of your
5 billing records in this case?

6 A. This will take me a minute because I
7 actually haven't seen this. I just had it sent from
8 the office. So let me see.

9 Q. Sure. Take your time.

10 A. Yes. This is everything on this case.
11 And understanding that it's a little different
12 because there was work done on another case billed
13 under another case number early on before.

14 Q. And that was going to be one of my
15 questions. I see here on Deposition Exhibit Number
16 6 that the first billing entry is October 28th,
17 2011. I think you testified earlier that your
18 billing started around February. That would be
19 reflected in the other billing records for the other
20 case; is that right?

21 A. That's correct.

22 Q. Okay. So we've looked at a letter
23 summarizing everything that was given to you. We've
24 looked at some additional materials that has some of
25 your notes and impressions and a few other documents

1 and correspondence. And now we've looked at your
2 bills, do you agree?

3 A. I agree.

4 Q. Is there anything else that would make up
5 your file of this case beyond what we have looked at
6 today?

7 A. Photos.

8 Q. That's right. We haven't talked -- can I
9 look at your photos?

10 A. (Witness complied.)

11 MR. COMER: Can I get a copy of
12 these? The copy that Wayne gave me was
13 black-and-white. You really couldn't see anything.

14 MR. HOOD: Absolutely.

15 MR. COMER: So if we could --

16 MR. RIDGEWAY: Yesterday the color --
17 the color scan was not working. That is why --

18 MR. COMER: Okay.

19 THE WITNESS: You have those. These
20 have been previously produced. These are the unique
21 ones right here.

22 MR. COMER: Let me get a copy of all
23 of it though because this has notes on it. So if I
24 can just get a scan of all of these.

25 (Discussion off the record.)

1 (Deposition Exhibit #7 marked for
2 identification.)

3 BY MR. COMER:

4 Q. Let's go back on the record. Mr. Booth,
5 I'm handing you what we marked as Deposition Exhibit
6 Number 7 which were some pictures that you
7 referenced earlier. Do you see those?

8 A. I do.

9 Q. Does that appear to be all of the pictures
10 from your file?

11 A. It does.

12 Q. Okay. Now that we have looked at the list
13 of stuff provided to you by your counsel, the
14 additional material with some of your notes and
15 correspondence and the pictures, is there anything
16 else that you know of that would constitute your
17 file for this case?

18 A. No.

19 Q. Okay. So let me just make my record. I
20 have then all of the notes that you've generated for
21 this case; is that right?

22 A. You do.

23 Q. I have any mental impression reports, that
24 kind of thing, that you would have generated?

25 A. You do.

1 Q. I have all of your correspondence?

2 A. You do. Well, yeah, because typically --
3 I was just making sure. I want to be correct. If
4 it was an e-mail that had no substance to it, you
5 know, that maybe we were just trying to work out a
6 time for something, I may not have included it in
7 the file, but it's all the correspondence that I
8 have in my file.

9 Q. I understand. And I'm not trying to be
10 coy.

11 A. Sure.

12 Q. I'm just trying to be thorough that I've
13 got everything. I've got all of your bills; is that
14 right?

15 A. Through the end of August.

16 Q. Yes, sir. Do you use any sort of intake
17 form or questionnaire of any kind for a new case?

18 A. No.

19 Q. Is anyone else assisting you in this case?

20 A. Tasha Dyson has taken some notes for me
21 and sometimes does some crime analysis, but I don't
22 think she did it on this case.

23 Q. Would any of her notes be in your file?

24 A. No. Her notes -- she's the one that --
25 wait a minute now. I've got something here that --

1 you gave me those?

2 Q. Yeah. I'm sorry.

3 A. She -- when I do the stream of
4 consciousness digital recording, Tasha Dyson is the
5 individual that I send it to that converts it to a
6 Word document. So that is what I'm talking about
7 when I say notes.

8 Q. Okay. So she does your dictation,
9 basically?

10 A. Yeah, except it's not that anymore. It's
11 voice recognition on the computer instead of the
12 other way, but --

13 Q. I understand. You are way ahead me, but I
14 think I understand what you are talking about. Are
15 there any prior drafts of any reports or letters or
16 anything like that that you would have?

17 A. No.

18 Q. Is there any particular publication that
19 you reference for any of your opinions in this case?

20 A. I didn't have a need to look at a
21 publication because it would be publications that I
22 had used many times previously, but typically the
23 one that would have governed how I went about
24 evaluating the security out there would have been
25 the A.S.I.S., Security Assessment Guidelines.

1 The one that would have impacted how I
2 evaluated lighting as a part of security would have
3 been the Illuminating Engineers Society of North
4 America, Lighting Guidelines for Security. And the
5 book is called Lighting Guidelines. And then you go
6 to the section on security within the lighting
7 guidelines, and it's the one that I would have used
8 was published in 1993.

9 Q. Is that something that is publically
10 available?

11 A. It is.

12 Q. Where would I go if I wanted to buy or
13 obtain a copy?

14 A. You don't want to buy it. It's 900 pages
15 long, and they think it's worth a lot of money.
16 So -- but I'm sure that if you went to like the
17 U.S.C. library or something, all the major libraries
18 have it. It's a document that is used by engineers,
19 architects, land planners, lighting companies,
20 people like that as well as security people.

21 Q. Okay. And what was the title again?

22 A. It's the Illuminating Engineers Society of
23 North America, Lighting Guidelines.

24 Q. I know you reviewed some criminal incident
25 reports for this particular area. Did you generate

1 any crime statistics or anything like that?

2 A. The notes that you have copies of is all I
3 have.

4 Q. Okay. Did you do a light study?

5 A. I did.

6 Q. Would there be any separate document that
7 would record a summary of that light study outside
8 of I think the -- I'll call it the transcription, is
9 there anything else?

10 A. There is not.

11 Q. We've been talking at length about what
12 you reviewed and what makes up your file.

13 A. Brian, if I can break in just a minute?

14 Q. Sure.

15 A. In the other case there is a similar
16 document.

17 Q. Okay.

18 A. That is more -- more encompassing on the
19 lighting. Because this case happened in a small
20 area, the lighting that I measured was basically in
21 that small area. In the other case at the time when
22 I was there I thought there were some other issues.
23 And I did a measurement of a larger area. I don't
24 so it as being terribly relevant in this case, but I
25 just wanted to make sure that was in there.

1 Q. Okay. I'm going to get a copy of what you
2 are talking about from the other case.

3 A. Okay.

4 Q. I try and be as thorough as I can in
5 depositions. For the record, let me just preserve
6 the right to keep this one open in the event I read
7 something in the impressions from the other case
8 that I believe to be spot on and should have had the
9 opportunity to review for this case. Okay?

10 MR. HOOD: And if it will apply to
11 this specific case, then that is okay though I will
12 say that I think that was in a different area of the
13 complex that he was doing the lighting and the
14 assessment in a different part of the complex.

15 MR. COMER: Yeah. And I'm not
16 talking about anything in that document that is from
17 the Building 400. I'm talking about any mental
18 impressions from the lighting around Ms. Wright's
19 complex.

20 MR. HOOD: Sure.

21 THE WITNESS: I can make it easier to
22 understand if you will let me just read something
23 from one of my notes. And this is how I know that I
24 did it --

25 BY MR. COMER:

1 Q. Okay.

2 A. -- before. These are the -- this is the
3 recording that I make as I'm walking around doing
4 the survey at the complex.

5 Q. I tell you what, why don't you read it. I
6 believe that what you are looking at is in
7 Deposition Exhibit Number 5. And because we have
8 marked Deposition Exhibit Number 5, let me get you
9 to read it from there.

10 A. Okay.

11 Q. I believe that is what you were about to
12 reference. And, for the record, this is -- at the
13 top it says May 21, 2012, site visit notes in
14 Deposition Exhibit Number 5 there.

15 A. There is a line about two-thirds of the
16 way down that says -- and this is from my notes on
17 the night of May 21st. And I'm over in the general
18 area of Building -- I think it's the 2200 Building.

19 The line says, "I did not see as many
20 mercury vapor lights on this visit as I had on
21 previous visits." What I mean by that line is they
22 have begun out there to change out the old blue
23 mercury vapor lights from the '70s and '80s,
24 actually from the '80s in this case, to the new
25 sodium vapor lights that are the orange,

1 yellowish-orange, that put out a lot more light.

2 They are changing those out. And I
3 noticed just between the visit in February and the
4 visit in May of the next year that there were far
5 fewer mercury vapor lights and more sodium vapor
6 lights out there now. They look the same in the
7 daytime, but at night they put out a different level
8 of light.

9 Q. Okay. And when you mean -- when you say
10 "they" just for the record you mean South Carolina
11 Electric and Gas for the big pole lights? Is that
12 what you are talking about?

13 A. Yes. That is the ones I'm talking about.

14 Q. All right. We talked about what you
15 reviewed and any notes you generated. Let me ask
16 you a little bit about who you have spoken with.
17 Have you ever spoken personally with Ms. Wright, the
18 Plaintiff?

19 A. I have not.

20 Q. Have you spoken with any law enforcement?

21 A. No.

22 Q. You obviously have not spoken with the
23 perpetrators; is that right?

24 A. That's correct.

25 Q. I know from looking at Exhibit Number 5

1 you inspected some surrounding properties; is that
2 right?

3 A. I did.

4 Q. Have you spoken with anyone at those
5 properties?

6 A. I did not.

7 Q. Are all of the properties that you
8 inspected recorded in your site visit notes?

9 A. There are.

10 Q. There aren't any others that you went and
11 looked at, but you didn't record any notes?

12 A. I say in the site visit notes. I looked
13 at some that were obviously much newer, not of the
14 same vintage. So I did not include those. I looked
15 at some that were -- there is a fair amount of
16 senior citizen housing out there. I didn't feel
17 that that would be relevant housing. So I did not
18 include those in the notes. That is the only two
19 examples.

20 Q. Did you talk to anyone at the Harbison
21 Community Association?

22 A. No.

23 Q. Did you ever review -- and I'm referencing
24 Deposition Exhibit Number 4 because I don't think I
25 saw it in the list. Did you ever review any of the

1 by-laws or any documents of the Harbison Community
2 Association?

3 A. I did not.

4 Q. I've been asking specific individuals with
5 whom you may have spoken other than your counsel.
6 Have you spoken with anybody about this case as part
7 of your methodology and investigation?

8 A. No.

9 Q. Other than the publications you referenced
10 earlier, is there any other specific research or
11 literature you consulted outside of the A.S.I.S.
12 Security Assessment Guidelines and the lighting
13 standards you referenced earlier?

14 A. No.

15 MR. COMER: Let me mark this as our
16 next exhibit.

17 (Deposition Exhibit #8 marked for
18 identification.)

19 BY MR. COMER:

20 Q. I'm handing you what has been marked as
21 Deposition Exhibit Number 8, which is your counsel's
22 designation of you as an expert in this case. Take
23 a look at that document and tell me if anything is
24 incorrect.

25 A. No.

1 MR. HOOD: This is eight, right?

2 MR. COMER: Yes.

3 BY MR. COMER:

4 Q. Okay. Now we'll finally get to the good
5 stuff. What specifically are the opinions you
6 intend to offer in this case, Mr. Booth?

7 A. Do you want the opinions and the basis for
8 the opinions or do you want the opinions first and
9 then the basis second?

10 Q. Let's do the opinions first and the basis
11 second.

12 A. Okay. I have four basic opinions in this
13 case. The first of those is that this is a unique
14 property, unique to the Columbia area and unique as
15 apartment complexes go. And it essentially, as
16 representatives of the owners have said, it's an
17 apartment complex that is wrapped around a public
18 park.

19 And as such I would characterize it as
20 public property which is privately owned. And it is
21 my opinion that this placed an additional
22 responsibility on the managers and owners for
23 security that they did not meet. And that the
24 incident that occurred, which I believe was
25 foreseeable, occurred because of the lack of

1 security and the inadequacy of the security that
2 they provided.

3 Q. Hold one second. Okay. Let me make sure
4 I captured that. My understanding is you have four
5 basic opinions, and this is the first one; is that
6 right?

7 A. Yes.

8 Q. And the first one is this is a unique
9 property that you believe to be public property that
10 is privately owned which basically put additional
11 responsibilities on management and security that
12 were not met. And the incident occurred because of
13 a lack of security and inadequacy. Is that a fair
14 characterization?

15 A. The foreseeable incident.

16 Q. Foreseeable incident. Okay. What is your
17 second opinion?

18 A. The second opinion is that the vegetation
19 on the property was allowed to become overgrown and
20 provided a hiding place for the individuals who
21 committed this crime. If -- it is my opinion if the
22 vegetation had been properly maintained that this
23 crime would not have occurred.

24 Q. Okay. That is your second opinion. What
25 is your third opinion?

1 A. The third one is the lighting on the
2 property was totally inadequate and was a definite
3 causative factor in this crime, and I'm referring to
4 the September 18th, 2008, kidnapping and robbery of
5 Ms. Wright. And that if the lighting had been
6 adequate and had met the standards then existing
7 that this crime would not have occurred.

8 Q. Okay. That was your third opinion. What
9 is your fourth opinion?

10 A. The fourth opinion is that the complex
11 represented to residents that they had security
12 either in the form of security officers or what they
13 called courtesy officers. And that those officers
14 were expected to patrol the property. And that it
15 was reasonable for the residents to rely on those
16 patrols of the officers.

17 It is my opinion that had the courtesy
18 officers been there and been patrolling the property
19 as required that the perpetrators in this crime more
20 likely than not would not have been in the position
21 to rob and kidnap Ms. Wright.

22 Q. Okay. Are there any other opinions you
23 intend to offer in this case?

24 A. Those are the four basic opinions that I
25 intend to offer.

1 Q. And we'll get into more specifics on each
2 of them, but let me be specific. Do you have any
3 intention of offering any opinions on Ms. Wright's
4 ability to work?

5 A. No.

6 Q. Any intention of testifying about her
7 mental state?

8 A. No.

9 Q. Any intention about testifying --

10 A. Well, other than her mental state prior to
11 the incident as far as what her expected response
12 would have been had conditions been different.

13 Q. Okay. That is kind of a security
14 awareness type of --

15 A. Exactly.

16 Q. -- expectation?

17 A. Those will probably be my words.

18 Q. And last question on this particular
19 piece, you don't have any intention of testifying
20 about her damages in any form, do you?

21 A. I do not.

22 Q. Okay. In terms of your methodology for
23 arriving at your opinions, I think you said earlier
24 you follow the A.S.I.S. security assessment
25 methodology; is that right?

1 A. I do.
 2 Q. And as part -- and I want you to correct
 3 me if I get any of this wrong. I'm just trying to
 4 kind of short circuit a lot of questions. My
 5 understanding is that you did a site visit; is that
 6 correct?
 7 A. I did.
 8 Q. A couple of site visits even?
 9 A. I've been on the property five times now,
 10 I believe.
 11 Q. You also looked at some other properties;
 12 is that right?
 13 A. I did.
 14 Q. You reviewed some material that you
 15 received from your counsel; is that right?
 16 A. That's correct.
 17 Q. And from reviewing all of those materials,
 18 is that how you arrived at your conclusions? I'm
 19 asking a bad question. I'm sorry. I'm trying to
 20 save us some time.
 21 A. No, that's fine. That's fine. More or
 22 less that is how I arrived at my conclusions.
 23 Q. Okay.
 24 A. I then applied my experience and training
 25 to what I found in this particular case.

1 Q. Okay. Let me -- before we get into the
 2 specifics of each of your opinions, let me ask you
 3 some general questions. You would agree with me
 4 safety and security are not synonymous, are they?
 5 A. It depends on who you talk to, but I don't
 6 think that they are necessarily synonymous.
 7 Q. Okay. You qualified that. What is it
 8 that gives you pause about that question?
 9 A. I think if you were to ask, for instance,
 10 a typical apartment resident, "Do you feel safe,"
 11 that the kinds of things that they are going to talk
 12 about are going to be those things that I would
 13 probably have placed under a security heading, but
 14 they are going to think in terms of initially, I
 15 believe, security-related things rather than
 16 trip-and-falls and shocked by uncovered electrical
 17 outlets and things of that nature which I think are
 18 somewhat different.
 19 Q. Okay. And I appreciate that, so let me
 20 ask a different question. As a security expert,
 21 would you agree with me that safety and security are
 22 not synonymous?
 23 A. And I'm not trying to split hairs, but I
 24 believe -- I believe that a part of that is the
 25 perception of people. And that when I -- when I

1 look at something I'm looking from a security
 2 standpoint. And safety is a different area for me.
 3 MR. COMER: Okay. Let me get this
 4 marked as the next exhibit.
 5 MR. HOOD: What number are we up to?
 6 MR. COMER: Nine.
 7 (Deposition Exhibit #9 marked for
 8 identification.)
 9 BY MR. COMER:
 10 Q. Okay. I'm handing you something that I'll
 11 represent to you I pulled from the Risk Management
 12 Associates' website. I guess that was on the 18th
 13 which I think was Wednesday. That is entitled
 14 Safety versus Security. Have you seen that
 15 document?
 16 MR. HOOD: Has this been provided to
 17 us before?
 18 MR. COMER: I apologize. It has not.
 19 Gosh, Randy, I completely forgot.
 20 MR. HOOD: That's okay. I'm going to
 21 go talk to him about this real quick.
 22 (Recess 11:11 to 11:17.)
 23 BY MR. COMER:
 24 Q. Back on the record. Mr. Booth, I handed
 25 you what has been marked as Exhibit Number 9. Do

1 you see that document?
 2 A. I do.
 3 Q. Okay. Is this a document that comes from
 4 the Risk Management Associates' website?
 5 A. It does.
 6 Q. Okay. Does this appear to be a true and
 7 accurate copy of something that appears on your
 8 website?
 9 A. As far as I know, yes.
 10 Q. Did you author this document?
 11 A. I did not.
 12 Q. Okay. Well, let me ask you some questions
 13 about it. Would you agree with me that the crux of
 14 this document is that it's providing to some degree
 15 a distinction between security and safety?
 16 A. It is.
 17 Q. Okay. So let me ask you some questions.
 18 Would you agree with me that if there is water on
 19 the floor and someone could slip in it that that
 20 would be characterized in this document as a safety
 21 issue?
 22 A. It is.
 23 Q. And this document characterizes safety as
 24 the protection from injury or loss by circumstance,
 25 accident, or negligence?

1 A. Yes.
 2 Q. Do you agree with that characterization?
 3 A. Yes.
 4 Q. Would you agree that security is
 5 protection from injury or loss caused by deliberate
 6 action of another party?
 7 A. Yes.
 8 Q. And would you agree that the difference
 9 between those two concepts as set forth in this Risk
 10 Management Associates' document is people and
 11 intent?
 12 A. Yes.
 13 Q. And so security is a people problem?
 14 A. It is.
 15 Q. And with regard to intent, that means
 16 there is an intent to do harm; is that right?
 17 A. Well, security is a people problem, but it
 18 can be exacerbated by the surroundings in which the
 19 security incident occurs.
 20 Q. Okay. But the people are the ones who
 21 actually intend to do the harm; is that right?
 22 A. That's correct.
 23 Q. And security would encompass a criminal
 24 action; is that right?
 25 A. It would.

1 Q. And Ms. Wright was a victim of a crime,
 2 you would agree?
 3 A. She was.
 4 Q. And specifically, I believe, it was two
 5 individuals who abducted her; is that right?
 6 A. That is my understanding.
 7 Q. And they made her drive around to various
 8 A.T.M.s withdrawing money?
 9 A. That is what I understand.
 10 Q. And so you agree with me that is criminal
 11 activity of a third party in this case, correct?
 12 A. It is. It is.
 13 Q. And when we talk about security in this
 14 case, we are talking about preventing Ms. Wright
 15 from being the victim of a crime, aren't we?
 16 A. We are.
 17 Q. And that is because security -- and
 18 because security involves people, we can never
 19 completely guarantee it, can we?
 20 A. Never guarantee what?
 21 Q. We can never completely guarantee
 22 security, can we?
 23 A. I'm not sure how you -- how one would
 24 guarantee security.
 25 Q. Okay. We can't prevent every crime?

1 A. We can't prevent every crime, no.
 2 Q. In other words, there is no crystal ball
 3 or magic pill that would allow us to predict what
 4 people may do with any certainty?
 5 A. That's correct.
 6 Q. All we can do is try and deter it, to
 7 avoid it; is that right?
 8 A. We know what works. And we can practice
 9 those things that work.
 10 Q. When I say "it" I mean all we can do is
 11 try and deter crime and avoid it; is that right?
 12 A. That's correct, using those things that we
 13 know work. That's correct.
 14 Q. Okay. Do you agree that security is a
 15 response to conditions?
 16 A. It is.
 17 Q. And, in other words, industries generally
 18 don't engage in unnecessary security practices, do
 19 they?
 20 A. They don't.
 21 Q. And they respond to -- they respond after
 22 events have shown them that such responses are
 23 necessary, don't they?
 24 A. They respond, yes, because it's a response
 25 to the existing conditions at the time and place.

1 Q. That they are aware of that?
 2 A. That they are aware of.
 3 Q. And you will agree that security standards
 4 will vary by geographic locations, won't they?
 5 A. They do that.
 6 Q. And that will also vary by the type of
 7 facility involved?
 8 A. They will, yes.
 9 MR. COMER: Time out one second.
 10 (Discussion off the record.)
 11 BY MR. COMER:
 12 Q. Back on the record. So security will also
 13 vary by the type of facility involved, right?
 14 A. It will.
 15 Q. For example, we wouldn't expect the same
 16 security standards for a pharmaceutical research
 17 facility as we might expect for a shopping facility,
 18 would we?
 19 A. That's correct.
 20 Q. And that is because they are very
 21 different properties in terms of access and the type
 22 of assets involved, right?
 23 A. That's correct.
 24 Q. And likewise, what local law enforcement
 25 thinks about crime in an area would also be relevant

1 to security measures, wouldn't it?

2 A. What they think about crime in an area?

3 Actually sometimes I have seen some of the worst
4 witnesses about the level of crime be the local
5 officers because they typically only get a snapshot.
6 So the more relevant thing to me is the actual
7 reported crime that is being reported by the
8 citizens.

9 Q. Okay.

10 A. But I would certainly evaluate what they
11 thought.

12 Q. So you think it would be relevant. You
13 may not agree with it, but you would agree it would
14 be relevant?

15 A. It would be one of the factors I would
16 evaluate, yes.

17 Q. Okay. If there is no crime in an area,
18 someone may not need to provide for security, do
19 they?

20 MR. HOOD: Objection to the form.

21 THE WITNESS: I don't agree with
22 that.

23 BY MR. COMER:

24 Q. You don't?

25 A. No.

1 Q. It's not a hotel?

2 A. No, it's not a hotel.

3 Q. And hotels and apartment complexes are
4 different, aren't they?

5 A. They are different.

6 Q. Do you know -- I know you've reviewed some
7 case law in this case. Do you recall looking at
8 some of that?

9 A. I do.

10 Q. Do you know if any of the cases you have
11 reviewed treat hotels and apartments differently?

12 A. They do.

13 Q. How do they treat them differently?

14 A. The -- some of the case law reviewed was
15 related to the South Carolina Landlord and Tenant
16 Act. And it has some specific things that it lays
17 out.

18 Q. Okay.

19 A. And although South Carolina also has some
20 law related to innkeepers and security, it doesn't
21 have a similar law related to apartments and
22 security.

23 Q. So based on the law that you reviewed,
24 it -- the case law you've reviewed, it appears that
25 the law treats them differently in terms of the

1 Q. Okay. What is it you don't agree with
2 about the statement?

3 A. Well, I believe because something has not
4 occurred doesn't mean that it's not likely to occur.

5 Q. Okay.

6 A. And that if you allow conditions to exist
7 that have caused those types of events to occur
8 somewhere else, then it is my belief that you could
9 be inviting that kind of crime to occur in your --
10 on your property in your area, whatever.

11 Q. Okay. And what I'm getting at is, for
12 example, if there is high crime in an area, you
13 would expect the security measures to be different
14 than where there is low crime in an area, correct?

15 A. That's right. That is typically what I
16 mean by the statement which actually came from me to
17 begin with that security is a response to
18 conditions.

19 Q. Okay. And, in other words, one size
20 doesn't fit all is another way of saying that; is
21 that correct?

22 A. That's correct.

23 Q. Okay. You would agree with me that
24 Wellspring is an apartment complex, correct?

25 A. Correct.

1 security provided?

2 A. It treats the general apartment that they
3 describe in those cases in one way and hotels and
4 motels in another way.

5 Q. Would you agree that hotels are generally
6 -- and I'm not suggesting you are a hotel expert.
7 I'm just asking would you generally agree that
8 hotels are for shorter term stays?

9 A. Yes.

10 Q. And generally anyone with money can secure
11 a room at a hotel, correct?

12 A. No.

13 Q. Okay. Well, if there is availability.
14 I'm sorry.

15 A. Well, actually that is not even true
16 either.

17 Q. Okay. Well, tell me what makes you say no
18 to that question.

19 A. South Carolina is one of the areas where I
20 see this practice the most. They don't -- many
21 innkeepers will not rent to someone who is renting
22 with cash. So money is not necessarily the issue.

23 Many innkeepers will not rent to someone
24 who lives and produces an I.D. that shows that they
25 live within 30 to 50 miles of the inn. There are

1 some other things that they will tend to exclude,
2 some previous behaviors that they may have -- been
3 experienced.

4 Many innkeepers have a do not rent list
5 with individuals specifically named on the list that
6 they will no longer rent to. So the statement that
7 you said is not one that I can agree with.

8 Q. Okay. And I -- you learn something new
9 every day. And I appreciate the distinction. Let
10 me ask you a different question then.

11 If someone walks in from the general
12 public and a room is available and they have an
13 acceptable form of payment, and there is not any
14 other reason to exclude them from prior behavior,
15 living in the proximity, that kind of thing,
16 generally can they get a room?

17 A. Yes.

18 Q. In other words, they don't require a
19 background or security check or anything like that
20 for a hotel, do they?

21 A. That's correct.

22 Q. People aren't required to sign a lease for
23 a hotel, are they?

24 A. They are not.

25 Q. And you would agree with me that the case

1 encourage people to do that. So to me this
2 apartment is not like the typical apartment that was
3 referred to in the case law that you and I have been
4 talking about.

5 Q. Okay.

6 A. In fact, I know you've seen my notes. And
7 you've seen that I highlighted some instances in
8 that case law where they describe the typical
9 apartment and what makes those typical apartments
10 different. And this is exactly the opposite of what
11 they talked about.

12 Q. But let me get back to my original
13 question. My original question was you would agree
14 that someone's primary residence, and I'm talking
15 about where they stay, is -- that that is private
16 property?

17 A. The inside --

18 Q. Right.

19 A. -- is private property.

20 Q. Their apartment?

21 A. Inside the walls.

22 Q. And where you are drawing a distinction is
23 you are saying that what we'll call the common areas
24 in this case are public property?

25 A. They are privately owned. We know

1 law that you reviewed at least suggests that any
2 member of the public is free to stay at a hotel?

3 A. I seem to recall that, yes.

4 Q. Would you agree that Wellspring is a place
5 where people tend to reside for a longer period of
6 time?

7 A. For longer than a hotel, yes.

8 Q. And some people may have it as a primary
9 residence, correct?

10 A. That's correct.

11 Q. And you would agree that someone's primary
12 residence is private property?

13 A. This is a unique property. And I don't
14 believe that this is the -- all of the other
15 statements that we have said up until this point I
16 think have been applying to the general apartment
17 complex in South Carolina.

18 This is the only one that I have ever seen
19 like this. And I have done hundreds of evaluations
20 of apartment complexes. Sergeant Isenhoward stated
21 that it was unique for Columbia. It is -- it
22 basically -- this apartment complex, Wellspring,
23 allows any person whatsoever who wishes to enter
24 their property and enter their common area.

25 And they make no attempt, in fact, they

1 that's -- well, they are not all privately owned
2 because they have common areas that are owned by
3 some public entity. I never was clear who that is.
4 But the distinction I'm making is between the
5 space -- the tenant space inside and the common area
6 outside which is either publicly owned or is public
7 property privately owned.

8 Q. Okay.

9 A. And accessible at any time to the public
10 with the public encouraged to use the property.

11 Q. How is the public encouraged to use the
12 property?

13 A. The walking trails are well publicized.
14 There are approximately eight miles of them. And
15 the public is encouraged to use those for
16 recreation, exercise, whatever. And I have
17 witnessed that being done in my visits out there.

18 Q. Does the publicizing that you have seen
19 also publicize for people to come up and use the
20 apartment complex? In other words, use the pool or
21 that kind of thing?

22 A. There is no distinction made between --
23 there is no property line that is delineated. There
24 are no -- absolutely no signs in this complex.
25 There is no distinction made between where the

1 public property, which is the walking trails that is
2 owned by the public, and the private property which
3 is accessible to the public, where one and the other
4 begins and ends.

5 So it would seem reasonable that a person
6 would believe that they can proceed anywhere in the
7 property that they would like to proceed. I agree
8 that use of the pool might be taking it a step
9 further than even a reasonable person would do, but
10 since we don't -- there has been no attempt by
11 Wellspring to say, you know, "We love to have you
12 here, but this area is reserved to tenants and
13 tenants' guests," or something similar.

14 And I'm just saying if you didn't do the
15 no trespassing signs that their neighbors have done,
16 if you did something like that which they have
17 chosen not to do either. Then I believe that the
18 average person that is using those trails has no
19 idea what area they are desired in and what area
20 they are not desired in.

21 Q. If someone -- and that is for people that
22 are accessing the property from the trail where they
23 started from outside of the property, correct?

24 A. Yes.

25 Q. Okay. So someone who starts from outside

1 of the property on the trail and comes through the
2 property, it would be reasonable that they can visit
3 someone by using that trail, correct?

4 A. They could.

5 Q. Okay. It would also be reasonable that if
6 they have some work to do at Wellspring that they
7 could access it by that trail, correct?

8 A. I suppose, yes.

9 Q. Okay. Or if they work at Wellspring it
10 would be reasonable to assume that maybe that is a
11 way that they would come to work is by the trail,
12 correct?

13 A. They could do that.

14 Q. Okay. Do you think that it's reasonable
15 then for them to assume that they can come down the
16 trail, come up into Wellspring, and basically then
17 just loiter there for no reason?

18 A. I think there is no effort made by
19 Wellspring to discourage that, to notify anyone that
20 that is undesirable behavior or anything of that
21 nature. There is just no distinction being made.

22 The driveways are completely open. The
23 walkways are completely open. All the common area
24 is open. I mean, there is no effort by Wellspring
25 to control access to those areas.

1 Q. And we are going to get to that in a
2 minute. Bear with me. So your opinion then is that
3 although this may be privately -- a privately-owned
4 complex with private citizens living there, that it
5 is public property?

6 A. It's public property in that it is
7 completely accessible to the public at all times.

8 Q. Okay. There is a sidewalk out in front of
9 this -- where we are sitting today out in front of
10 McGowan, Hood & Felder. And there is a road which
11 means that anyone can come walking up to the front
12 door of McGowan, Hood & Felder or anybody could come
13 driving up. Do you also think that McGowan, Hood &
14 Felder is public property?

15 A. I think that the sidewalk at the front,
16 since there is no distinction that says to anyone --
17 well, let's change that a little bit. I think any
18 reasonable person in today's society realizes that
19 the sidewalk that is parallel with the roadway is
20 public property.

21 But because there is a distinction in that
22 there is a manicured lawn in the front, I believe
23 that most people believe that manicured lawn and
24 that walkway up to the front door are accessible to
25 the public, but they are owned by some private

1 entity.

2 Yesterday I got a parking ticket because I
3 was not aware that the two driveways that run beside
4 this building actually accessed a private parking
5 lot in the back which is controlled and even has
6 security cameras in it.

7 There is no way that I go into that
8 private parking lot and think that without being
9 here on business that I have any right to be back
10 there because of the way this property -- this
11 particular property is laid out.

12 At Wellspring you can't tell where that
13 starts and ends. It just is there. The large
14 lake -- I'm pointing to the map here.

15 Q. And this is on Deposition Exhibit Number
16 5?

17 A. Five. The large lake that is there, from
18 my understanding reading the depositions of the
19 representatives of the owners and managers, the lake
20 itself is not owned by Wellspring.

21 Q. Uh-huh.

22 A. But it's an amenity that they advertise
23 and encourage their residents to enjoy. So there is
24 no -- had I not read those depositions I would have
25 thought that the lake was owned by Wellspring.

1 Q. Okay. Have you ever walked these trails?
 2 A. I have.
 3 Q. Okay. If -- for example, I'm looking on
 4 Deposition Exhibit Number 5. Here is Building 400
 5 which I think was where the other incident occurred.
 6 Have you ever walked the portion of the trail that
 7 comes out down here I'll say to the left side on the
 8 exhibit of the pond?
 9 A. I have.
 10 Q. Okay. Where does this trail go?
 11 A. There is a church -- if I can turn to
 12 another -- I'm going to have to use mine because
 13 these copies didn't come out.
 14 Q. Okay.
 15 A. And if we'll lay it out like that, there
 16 is the pond. There is pond. That is a Methodist
 17 Church right there.
 18 Q. Uh-huh.
 19 A. People park, and I witnessed this, in this
 20 Methodist Church parking lot and access that walking
 21 trail right there. And walk that walking trail.
 22 Q. Okay.
 23 A. Now, these are obviously not residents
 24 because they are parking in the Methodist Church
 25 parking lot. I assume they are not. I didn't see

1 MR. HOOD: I know. It's like darn.
 2 I thought I would get away with it.
 3 BY MR. COMER:
 4 Q. Okay. So your position in this case is
 5 that clearly the Defendant should have done
 6 something to prevent what is a third-party criminal
 7 action, correct?
 8 A. Clearly.
 9 Q. And I guess my question is what should
 10 they have done to prevent this? I think I
 11 understand from your opinion you think the
 12 vegetation should have been trimmed back more,
 13 correct?
 14 A. Yes.
 15 Q. You believe that there should have been
 16 better lighting, correct?
 17 A. Yes.
 18 Q. What else?
 19 A. They should have had the courtesy officers
 20 that they told the residents they had. They should
 21 have done something in this area. And if I had been
 22 called as a security consultant prior to this event
 23 occurring, and they asked what that something would
 24 be, my initial recommendation would have been
 25 signage.

1 any indication that they were. And then when they
 2 finished they went back to the car and left the
 3 parking lot.
 4 Q. So your belief is then that if someone
 5 gets on this trail from the church and walks down
 6 this trail through these woods where there is
 7 vegetation on both sides, and then starts walking
 8 through this apartment complex, that they can't tell
 9 that this is private property next to a walking
 10 trail?
 11 A. What I'm saying is they don't know where
 12 the private property starts -- where the public
 13 property ends and the private property starts.
 14 Q. Even though they know this trail started
 15 somewhere else, for example here in a church, or
 16 maybe somewhere else in Harbison?
 17 A. That's right.
 18 Q. Okay.
 19 MR. HOOD: This has nothing to do
 20 with the case, but he said somebody parked there and
 21 saw them go down into the woods for about 15 minutes
 22 and then come back and get in their car and drive
 23 away.
 24 MR. COMER: Is Randy going to take
 25 care of that ticket for you?

1 That they should have utilized signage in
 2 the area to let people know where the apartment
 3 complex property started and that they were welcome
 4 if they were a resident or a guest of a resident.
 5 If the security -- if the courtesy officer
 6 were patrolling, and he saw someone, then he is
 7 given a natural course of action. He can say,
 8 "Since I don't know you, who are you here to visit?"
 9 And without a reasonable answer, then he can
 10 trespass the people off the property.
 11 And the knowledge that that could occur is
 12 what reduces the number of undesirable people who
 13 come on a property. That is why signs work. So at
 14 a very minimum I would say signage.
 15 Some of their neighbors have actually
 16 fenced themselves off from these walking trails
 17 which is not a totally undesirable option that would
 18 have been available to them. And it doesn't have to
 19 be tall fences, but anything that let's someone
 20 know when you cross this you are on a different
 21 kind of property. You are no longer on the private
 22 property -- I mean on the public property.
 23 So the fence doesn't have to -- a two or
 24 three-foot high fence, but something that says, this
 25 is a different kind of property. And we reserve the

1 right to enforce our expected behaviors on our
2 property that are not -- those same behaviors are
3 not expected on the public property.

4 Q. Okay. You said something a minute ago. I
5 didn't want to interrupt you, but I want to make
6 sure I understand something you testified to a
7 couple minutes ago. You said if a courtesy officer
8 was patrolling and saw someone and said, "I don't
9 know you; therefore, you are a trespasser," you
10 mean --

11 A. No, I didn't say that.

12 Q. Well, you said something -- I'm trying to
13 understand. Are you saying that if somebody is
14 walking on the trail, the courtesy officer says,
15 "You are trespassing," or do you mean if they are in
16 the apartment complex?

17 A. If they are in the area that they consider
18 to be the private area of the apartment complex.

19 Q. Okay. That was the only thing I wanted to
20 clarify. Okay. So vegetation, lighting, courtesy
21 officers. You mentioned some measure of making
22 people understand where the trail begins and ends be
23 it through fencing or through signage or something
24 like that, correct?

25 A. Yes.

1 And, you know, the little four-by-four posts with a
2 little rope that snakes between the fences,
3 something that says this is different property, you
4 know. And you are not -- if you are not a resident
5 or a guest, you are not welcome across this rope,
6 you know. And then lighting, vegetation, and the
7 patrolling courtesy officers.

8 Q. Okay. Anything else then?

9 A. Well, prior to this they had a problem in
10 their parking lots where crimes were being committed
11 involving cars because that is typically what are in
12 parking lots. So, you know, I would also address --
13 I don't know where those perpetrators were coming
14 from because I didn't look at anything specific
15 about those crimes, but I would also address
16 vehicular entrances to this property as well as the
17 entrances off of this trail. And that is not being
18 done.

19 Q. And vehicles enter from Harbison
20 Boulevard, correct?

21 A. Two locations on Harbison Boulevard.

22 Q. Do you have any --

23 A. And people can enter through those same
24 two locations. In this particular apartment
25 complex, there is also a sidewalk that goes all the

1 Q. Okay. What else?

2 A. In this particular case the lighting is
3 needed everywhere, not just where Tony Wright was
4 abducted because what makes crime deterrence or
5 crime prevention work is everyone being aware of
6 what is going on. You can't see in this apartment
7 complex. It's dark. It's dark enough at night that
8 there are areas in here where a person's face cannot
9 be distinguished.

10 And so what would happen is if you just
11 put better light -- and the map is upside down for
12 me. And if you just put better right where Tony
13 Wright was abducted, then that doesn't do anything
14 for what is happening in the rest of the apartment
15 complex.

16 So it's a kind of thing that needs to be
17 addressed for the entire apartment complex. Some
18 sort of access control because you've got public
19 property running right through the middle of your
20 property.

21 Q. What kind of access control?

22 A. In the beginning I would start with
23 signage. And that is what most of their neighbors
24 have done is use signage. If you can't control the
25 issue with signage, then I would move to fences.

1 way around. And there is no -- there is nothing on
2 that sidewalk. So it's basically just completely
3 open from all direction, even the direction that
4 appears to be down here by woods and everything has
5 got to be church parking lot behind it.

6 Q. But let's get back to vehicle access.
7 Have you done any -- are you familiar at all with
8 Harbison Boulevard?

9 A. I've driven on it.

10 Q. Okay. Do you have any familiarity with
11 how many cars pass by the entrance points to
12 Wellspring every day?

13 A. No.

14 Q. Do you have any -- do you know how many
15 people live in Wellspring?

16 A. Somewhere in the neighborhood of 800.

17 Q. Do you know how many of those individuals
18 have cars?

19 A. No.

20 Q. Have you done any study to see what impact
21 putting a gate at these two entrances would have on
22 the ability of the residents to get in to Wellspring
23 Apartments in a reasonable amount of time?

24 A. We just made a jump there that I didn't
25 make. I would not have recommended that a gate was

1 appropriate here.

2 Q. What would you recommend?

3 A. Again, I think it would be signage, the
4 awareness of the residents, the patrolling security
5 or courtesy officers, but I don't believe a gate was
6 indicated here.

7 Q. So when -- I want to make sure I
8 understand because you mentioned something should
9 also be done. And how we got on this topic was you
10 were talking about vehicle crimes. And so that got
11 us to the entrance points, excuse me, to Wellspring.
12 I want to make sure I understand what specifically
13 you are saying should be done at the entrance points
14 for vehicles. Are you just saying some kind of
15 signage?

16 A. I'm saying the three things I just talked
17 about earlier.

18 Q. Okay.

19 A. Signage, the patrolling courtesy officer,
20 and the awareness of the residents so they know if I
21 see cars in here that don't belong in here, I need
22 to call the security pager number, assuming there is
23 somebody to receive that call.

24 Q. Let me ask you some general questions. In
25 your investigation for this case have you reviewed

1 public are invited might indeed anticipate either
2 from common experience or known fact that places of
3 general public resort are also places where men can
4 do what they might. One who invites all, may
5 reasonably that all might not behave and bears
6 responsibility for injury that follows the absence
7 of reasonable precaution against that common
8 expectation."

9 And then it goes on to say, and this is
10 where we differ, it says, "The common areas of an
11 apartment complex are not open to the public." That
12 is not true in this case. That is not true in this
13 case. These are open to the public and the public
14 is invited and encouraged to use them. And that is
15 what sets this one apart from the Cook case.

16 Q. How is the public invited and encouraged
17 to use the common areas at Wellspring?

18 A. The walking trails are a health and
19 recreation asset as they are seen, not by me. But
20 they are portrayed or seen as a health and
21 recreation asset for that community.

22 Q. My question though is how is Wellspring
23 inviting the public through the walking trails to
24 use the common areas at its apartment complex?

25 A. Because they don't do anything to

1 any statute that supports that an apartment complex
2 has an affirmative duty to provide security to
3 tenants?

4 A. No.

5 Q. Have you reviewed any other kind of law or
6 regulation that supports that an apartment complex
7 has an affirmative duty to provide security to
8 tenants?

9 A. Other than the case law that we've talked
10 about earlier?

11 Q. Yes, sir.

12 A. No.

13 Q. Did that say that an apartment complex has
14 an affirmative duty to provide security to tenants,
15 the case law?

16 A. Well, there is kind of a reference.

17 Q. And why don't tell me the name of the
18 case, and then we can actually mark one.

19 A. All right. This is the Cook case. And it
20 was about an apartment complex. And I'm on Page --
21 it's the page prior to 1214. It says Page 1213. Do
22 you want me to just read that? I'm about halfway
23 down.

24 Q. Okay.

25 A. It says, "Places to which the general

1 discourage it.

2 Q. So you are saying by not saying one thing
3 or the other, they are inviting the public?

4 A. The public is invited by the neighborhood.
5 And Wellspring doesn't do anything to say, "Hey, you
6 know, we love for you to use the walking trails, but
7 don't use our -- don't come in our common area."

8 Q. Bear with me one minute. I'm trying to
9 find the portion in your case law from Cook that you
10 read from. And I've got a different copy that I'm
11 going to mark as an exhibit.

12 MR. COMER: I guess we can go off the
13 record a minute.

14 (Discussion off the record.)

15 MR. COMER: Can I get this marked as
16 Deposition Exhibit whenever the next number is?

17 (Deposition Exhibit #10 marked for
18 identification.)

19 BY MR. COMER:

20 Q. And I just want -- so that I don't have to
21 try and make copies of what you have highlighted in
22 your file, because typically it doesn't copy, I just
23 want to mark the spot that you just read from. Can
24 you just mark on what was designated as Deposition
25 Exhibit Number 10?

1 MR. HOOD: Do you want to use a
2 highlighter?
3 MR. COMER: Actually let's use a pen.
4 MR. HOOD: Okay.
5 MR. COMER: Because when he makes
6 copies the highlighting wouldn't transfer.
7 MR. HOOD: Okay.
8 BY MR. COMER:
9 Q. Can you just mark what you read from?
10 A. (Witness complied.)
11 Q. And if you would, just put your initials
12 by there so we'll know that you marked it.
13 A. (Witness complied.)
14 Q. Thank you. And so this portion that you
15 read from, is the portion of the case that you
16 believe sets forth some kind of duty in this case to
17 provide some measure of security. Is that a fair
18 characterization?
19 A. I do.
20 Q. Do you know how the court came out in this
21 particular case with regard to whether that duty
22 existed in this case, the Cook case?
23 A. They did not -- well, because they
24 identified the common area in this apartment
25 complex, the Cook case, as being a private area that

1 the public did not have access to, then they did
2 not -- I'm not a legal expert. They didn't impose
3 that duty in this case.
4 Q. Okay. And you are saying that the
5 distinction here is a distinction that you have
6 drawn as a security expert making this privately
7 owned public property; is that right?
8 A. Absolutely. And if I can say this,
9 Mr. Comer, from the beginning the first time I ever
10 met out there with Mr. Ridgeway and looked at the
11 apartment complex, I said to him at that point in
12 time, "This is a very special issue that I have
13 never seen before and which I believe is critical to
14 the security of this apartment complex."
15 Q. This apartment complex is very different
16 from other apartment complexes?
17 A. Very different. It's very unique and very
18 different.
19 Q. So maybe more difficult to know what kind
20 of security measures should be in place if you are
21 not a security expert?
22 A. Well, I think many of the security
23 measures are ones that the 30(b)(6) representatives
24 deemed are common sense.
25 Q. Okay.

1 A. I would agree with them, they are.
2 Q. You believe some of the concepts that we
3 are talking about today are common sense?
4 A. Yes.
5 Q. Okay. So the amount of lighting that may
6 need to be in an apartment complex, to some degree
7 that is a measure of common sense; is that right?
8 A. Well, if I can go back to my notes again?
9 Q. I'm sorry. Use that, please.
10 A. Mr. Foster states in his deposition that
11 lighting as a deterrence is common sense.
12 Q. Okay.
13 A. And I agree with him.
14 Q. Okay.
15 A. It also happens to be one of the things in
16 security that we have been able to prove with
17 studies that lighting reduces the amount of criminal
18 activity.
19 Q. Do you believe that --
20 A. That is reasonable lighting. Not all
21 lighting. Reasonable lighting.
22 Q. Sure. Do you believe that properly
23 trimmed vegetation as a means of deterrence is
24 common sense?
25 A. I do. And I believe in this case I'll

1 cite as part of the basis for that is that is what
2 Isenhoward said in his deposition. He didn't use
3 the term "common sense" but he said, this is what we
4 tell apartment complexes that they need to do is to
5 trim the vegetation.
6 Let me see if I can quote him correctly.
7 Well, I abbreviated what he said, but he said, we
8 tell the apartment owners to trim. I'm not sure
9 exactly what all his words were, but --
10 Q. Okay. Do you believe then also that
11 controlling access to a property as a means of
12 providing security is common sense?
13 A. And when we say "common sense" I am
14 assuming that we are defining that as something that
15 the average man would know instinctively.
16 Q. I don't disagree with that
17 characterization.
18 A. That one would not be as easy as the other
19 two. I'm not sure -- I'm not -- a person who is not
20 in the apartment business would look at this
21 property and do as I did and say, "That trail is an
22 issue."
23 Q. Okay.
24 A. You know? I do believe property managers
25 should do that because they have similar kinds of

1 things in other kinds of properties.

2 Q. So at least that piece of your opinions is
3 something that someone may need to be a security
4 expert or a property manager to know; is that right?

5 A. Maybe so. I'm just not sure that the
6 average man on the street would think of that.

7 Q. Okay. But vegetation and lighting are
8 more common sense type things that the average
9 person would know?

10 A. Yes.

11 Q. I asked you about laws and regulations
12 that provide any kind of affirmative duty for an
13 apartment complex to provide security. Are there
14 any industry standards that set forth that an
15 apartment complex has an affirmative duty to provide
16 security?

17 A. You know, I tend to think in terms of
18 industry standards as establishing the minimum level
19 of activity that is required in a particular area.
20 And I don't know -- I mean, I really have never
21 thought about the initial duty because it has just
22 been my belief that the property owner has a duty to
23 provide a safe place for residents to live.

24 That's just to me is something that they
25 should do. And that -- whether or not there are

1 documents or there are standards that say that, I
2 don't know.

3 In security -- while we are talking about
4 standards, let me talk about that right quick. In
5 security we basically tend to think of standards
6 that -- the lighting standard is a written standard.
7 That is the one standard that is a written standard.

8 The rest of the standards are very much
9 determined by what similar property owners or
10 managers are doing in similar circumstances in
11 similar areas. And we tend to do a comparative
12 analysis -- inside or outside of litigation, a
13 comparative analysis of properties using like
14 properties in areas that are in close proximity.

15 And that is very general. If you are
16 doing airports, you may be 300 miles until you get
17 to the next airport. So close proximity is -- you
18 know, but an apartment complex is very easy to do.

19 And then we take a look at what are the
20 greatest portion of owners and managers doing about
21 that area of security? Cameras. Signage. Access
22 control, those kinds of things. And when you --
23 when you do that Wellspring is -- for this
24 particular area is at the bottom of the list.

25 Q. And I appreciate that clarification, but

1 let me get back to my original question which was do
2 you know of any industry standards that set forth
3 that an apartment complex has an affirmative duty to
4 provide security as you sit here today?

5 A. I can't name any.

6 Q. Okay. You've said as part of your answer
7 I just think property owner -- and I'm not trying
8 to -- if I mischaracterize this I want you to
9 correct me. But I think what you said was in my
10 reviewing all of this I just think property owners
11 should provide for security?

12 A. No. I said they should provide a safe
13 place for their residents to live.

14 Q. Okay. Safe place for residents to live.
15 Do you think that is a matter of common sense?

16 A. Yes.

17 Q. Okay. Do you think that is something that
18 the average person can look at some facts and assess
19 on their own?

20 A. I do.

21 Q. Have you reviewed the depositions of
22 Mr. Gabr and Isenhoward in this case?

23 A. I have.

24 Q. Do you know how they categorize crime in
25 this area?

1 A. I think they categorized the crime as
2 being -- I don't know if they said it was a low
3 crime area, but an average -- just an average area.

4 Q. Average crime?

5 A. Yes.

6 Q. Did you determine -- strike that. And did
7 you rely on that testimony to any degree for your
8 opinions?

9 A. Yes. I had pulled crime reports prior to
10 reviewing their testimony. So I was aware of what
11 was going on in the area.

12 Q. How would you characterize crime in this
13 area? And when we are talking about the area, let's
14 characterize it the way I think it was characterized
15 in the Gabr and Isenhoward depositions, and I
16 believe that was the Harbison area.

17 A. I think it's an average area.

18 Q. Okay.

19 A. I don't think it's low crime. I don't
20 think it's high crime. I think Wellspring has got a
21 significant number of incidents occurring, but I
22 think the area is an average crime area.

23 Q. Okay. Did you review the policy and
24 procedure manual for Wellspring Apartments?

25 A. I did.

1 Q. Did you see the part where it says, "We
2 generally do not provide security for our residents.
3 And employees should never indicate that we do so"?

4 A. I did.

5 Q. Did that impact your opinions any?

6 A. No.

7 Q. So you still believe that in spite of that
8 statement they should have provided security?

9 A. I do.

10 Q. Do you know of any agreement between the
11 Defendants in this case and the Plaintiff in which
12 they agreed to provide security? And by "agreement"
13 I mean a lease or any sort of written document or
14 anything like that?

15 A. No.

16 Q. Have you reviewed the lease in this case?

17 A. I have.

18 Q. Is there anything in it indicating that
19 they provide for her security?

20 A. No.

21 Q. You would agree with me that what other
22 properties in the same class offer in terms of
23 security may be a factor to consider in your
24 analysis; is that right?

25 A. Yes.

1 Q. You would also agree that security
2 practices that are typically followed for a similar
3 property in a general sense may also be something to
4 be considered, correct?

5 A. Yes.

6 Q. And my understanding from looking at what
7 was marked as Deposition Exhibit Number 5, I
8 believe, is that you did that in this case; is that
9 right?

10 A. I did.

11 Q. And I believe that analysis begins on the
12 second page of your site visit notes; is that right?

13 A. Yes.

14 Q. Okay. Let me ask you a little bit about
15 some of your other site visits. First of all, I
16 think you said you didn't talk with any of the
17 management at any of these other complexes; is that
18 right?

19 A. I did not.

20 Q. So did you just drive in and you did a
21 general walking around; is that right?

22 A. I did. That is exactly what I did.

23 Q. And did you do that in spite of any
24 signage that appeared on any of the complexes?

25 A. I certainly did.

1 Q. And you did that in spite of any lighting
2 or vegetation that appeared on the other properties,
3 correct?

4 A. I did.

5 Q. All right. Let's talk a little bit about
6 Timberlake first. Where is Timberlake in proximity
7 to Wellspring?

8 A. All of these are very close. I would say
9 as the crow flies they are all within -- my guess
10 would be a half a mile or so. They are close by, in
11 the same area, but as far as other recollections,
12 what you have here on the notes is about what I can
13 recall.

14 Q. Okay. And in terms of Timberlake I
15 believe you indicate that access control was just
16 average. What do you mean by that?

17 A. Well, in the paragraph ahead of that I
18 generally try to lay out what it is I'm looking at
19 so that it can be understandable, but the number of
20 entry points into a complex would be what I'm
21 referring to as access control. And how they are
22 controlling those entry points. And I just -- I
23 viewed Timberlake as being pretty average, you know,
24 as far as the number of points.

25 Q. Okay. You say, "The vegetation as far as

1 maintenance and offering concealment points is much
2 better than average." What do you mean by that.

3 A. It would mean that they don't have any
4 concealment points, and that the vegetation has been
5 cut back. Bushes being cut down to a height of 24
6 to 30 inches and the trees being limbed up to a
7 height of 84 inches. And so the sight lines are
8 open. Assuming -- sight lines can also be affected
9 by how the apartment buildings themselves are
10 situated, but I'm looking in this particular point
11 at vegetation.

12 Q. And when you say sight lines, I think I
13 know what you mean, but the record doesn't know what
14 you mean. Can you just tell me generally what you
15 are talking about when you say "sight lines"?

16 A. The whole reason that crime prevention
17 works is that people have to be able to -- people
18 and figures who serve a guardian role, such as
19 management, maintenance, and courtesy officers, and
20 people like that have to be able to see.

21 And the better that they can see, the less
22 likely that criminal activity will take place
23 because the activity that the criminal engages in is
24 an activity that he's decided to engage in. And we
25 can -- what we found out in the 40 years or so that

1 we've been practicing crime prevention in this
2 country is that we can impact that decision process.

3 If we can make him believe that his
4 activity is going to be viewed more than likely by
5 someone, and that the chances of him being
6 apprehended in the commission of the act are greater
7 in one place than they are in another, we can move
8 the commission of that -- we may not stop that
9 criminal act. We can move the commission of that
10 criminal act to another location.

11 So if we can get property managers to
12 practice those kinds of things, increasing those
13 sight lines, we can reduce the amount of crime that
14 occurs on their property, the one that they are
15 responsible for.

16 Q. Let's talk a little bit about the
17 entrances from Harbison to some of these complexes.
18 First, are all of them off of Harbison -- Harbison
19 Boulevard?

20 A. No. No. Some of them are off the next
21 parallel road and some of them are off the first
22 intersection up from Wellspring.

23 Q. When you enter Timberlake did you go
24 through, I guess, the front door entrance, the
25 drive-in entrance?

1 least that there is sign indicating you are entering
2 an area called Timberlake, right?

3 A. Yes.

4 Q. You would agree with me that there is also
5 a sign at Wellspring that says Wellspring Apartments
6 at the front, correct?

7 A. Yes.

8 Q. Is it apparent when you are at the road
9 and you are looking in that you can see that that
10 appears to be an apartment complex?

11 A. Yes.

12 Q. Okay. Do you think people in the general
13 sense typically consider apartment complexes to be
14 private residences?

15 A. Well, they consider the tenant space to be
16 private residences.

17 Q. Okay. Do you know what the rent is at
18 Timberlake?

19 A. When I did this I did know, but I didn't
20 put it down, but it seems like to me they are in the
21 750, 800 dollar range, something like that. I
22 don't --

23 Q. Do you know how that compares -- I'm
24 sorry. I didn't mean to interrupt you. It becomes
25 pretty conversational.

1 A. I'm sure I did. That is the way I would
2 enter all of them.

3 Q. Would there be a sign that said Timberlake
4 there?

5 A. Yes.

6 Q. Okay. And in the absence of any other
7 sign, that would notify you that you are now going
8 into a complex called Timberlake, right?

9 A. That's correct.

10 Q. And that would be an indicator that that
11 is private property, correct?

12 A. Well, there is an entrance into the
13 Harbison Recreation Center, but I don't believe that
14 that indicates that that is private property. So I
15 don't think just the sign with the name is enough to
16 indicate that it's private property.

17 Q. Okay. But you would agree with me that
18 signage at least indicates a demarcation between
19 when you are leaving the public road and into a
20 different area, right?

21 A. Well, you may be -- you may still be on a
22 public road.

23 Q. Okay.

24 A. No, I don't agree.

25 Q. Okay. But you would agree with me then at

1 A. Yes.

2 Q. Do you know how that compares to
3 Wellspring?

4 A. They are all about -- all of these are
5 about the same. There are no -- the only -- to use
6 a colloquial term, the only upscale apartment
7 complexes in this area I did not include in this.

8 And I generally get rates from Apartment
9 Finder magazine. And I just grab one of those at
10 a restaurant or something and look at it. So the
11 six that I chose are all similar to Wellspring. The
12 one different one is the PUD that was right next
13 door that I put in here.

14 Q. So is it fair to say that with regard to
15 Timberlake you considered it, I believe you said, to
16 have average access control, the vegetation was
17 better than average, physical security of the units
18 -- and I think that is like what is on the --
19 whether there are storm doors or not, that kind of
20 thing; is that right?

21 A. Are there deadbolts? Are there peep
22 holes? Are there -- if it has sliding glass doors,
23 are there Charlie bars? I'm just looking for what
24 is their security program about and how are they
25 practicing that.

1 Q. Physical security of the structure?
 2 A. The physical security of the structure
 3 itself.
 4 Q. That was about average; is that right?
 5 A. Yes.
 6 Q. I think you said they had open sight
 7 lines, correct?
 8 A. Yes.
 9 Q. And I think you said this had the most
 10 signs of any complex you saw; is that right?
 11 A. They had a lot -- I mean, not only the
 12 most signs in number, but the most -- they had the
 13 most signs identifying expected behaviors of any
 14 complex.
 15 Q. Did you review any criminal incident
 16 reports that had been reported within Timberlake?
 17 A. I did not.
 18 Q. So do you have any idea as you sit here
 19 today as to whether or not any of the measures that
 20 have been taken at Timberlake have reduced the crime
 21 there?
 22 A. I don't know.
 23 Q. Okay. Let's talk a little bit about
 24 Forest Hills. I think you characterized this as not
 25 exactly an apartment complex; is that right?

1 mean, you had to come in and turn around and go back
 2 out the same way. And that was also the way
 3 pedestrians had to come because they had fenced the
 4 property.
 5 Q. Do the trails go through this complex?
 6 A. The trails pass right beside it, but they
 7 have about a -- as best I remember, about a
 8 seven-foot high solid wood fence down beside the
 9 trail about that far from the trail. So they are
 10 obviously saying, we don't want you on our property.
 11 Q. Okay. And do you know what the rent is at
 12 Forest Hills?
 13 A. I don't.
 14 Q. Did you review any criminal
 15 incidents within Forest Hills?
 16 A. I did not.
 17 Q. And so you don't have any idea as to
 18 whether any of the measures they are doing has had
 19 an impact on their crime rate?
 20 A. I do not.
 21 Q. Okay. How about West Winds? You said
 22 access control is good. What does that mean for
 23 West Winds?
 24 A. Just that they were not as open as some of
 25 the others.

1 A. Right. It's a PUD.
 2 Q. And that is single family homes within, I
 3 guess, a greater complex?
 4 A. Yes. Many of them have -- don't really
 5 have their own yard. They are -- they are extremely
 6 close together. They share a common parking lot.
 7 So it's -- it has a lot of the characteristics of an
 8 apartment complex, but it's not an apartment
 9 complex.
 10 Q. You said access control was good. What,
 11 if anything, did they do that gave it that
 12 characterization?
 13 A. They actually had a gate.
 14 Q. And that is a gate from the main road
 15 where you would access it?
 16 A. Where you would enter. They actually had
 17 a gate. You came in through -- and I can remember a
 18 little bit more about this one because it was
 19 different. You came in through some columns, and
 20 the gate was open, but there was a gate there. And
 21 it was obvious, okay, if I can put a gate here, this
 22 is not public property, you know, because you
 23 typically don't see a gate on public property.
 24 So also there was only -- as I remember
 25 it, there is only one way in and one way out. I

1 Q. Did they have a gate?
 2 A. No. The only one that had a gate was
 3 Forest Hills.
 4 Q. Vegetation control is excellent. I just
 5 assume that means that their bushes or shrubs --
 6 A. Extremely --
 7 Q. I'm sorry. Their bushes were trimmed?
 8 A. Extremely small.
 9 Q. Just average -- you said building security
 10 is just average. Does that again talk about the
 11 physical building structure?
 12 A. Right.
 13 Q. And you haven't reviewed any criminal
 14 incident reports within West Winds, correct?
 15 A. No.
 16 Q. So you don't know whether any of this has
 17 an impact on their crime rate, correct?
 18 A. That's correct.
 19 Q. The Lakes. You indicate that access
 20 control was just average, correct?
 21 A. Yes.
 22 Q. And what does that mean for The Lakes?
 23 A. It means that there were probably more
 24 entrances into The Lakes than I would have liked to
 25 have seen.

1 Q. Let me see if I can't short circuit a few
2 of my questions. For any of the properties that we
3 are going through, did you pull incident reports for
4 within those properties?

5 A. I did not.

6 Q. And so for any of these properties, you
7 don't know as you sit here today whether any of
8 their difference in security has an impact on their
9 crime rate?

10 A. That's correct.

11 Q. Okay. Now, let me go ahead and skip
12 forward to the last property which is Wellspring.
13 You indicate access control is very poor. And I
14 think we've kind of danced around this topic, but
15 can you tell me specifically what you mean by that?
16 That means there are many different entry points; is
17 that right?

18 A. And no attempt to control access at all.

19 Q. Was there any other property that you
20 reviewed that seemed to have the same degree -- let
21 me make sure -- I'm trying to ask the right
22 question.

23 Did you see another property that in terms
24 of the amount that the trails went through them
25 seemed to be comparable to Wellspring? Do you

1 understand my question?

2 A. I didn't see another property that the
3 trails actually went through.

4 Q. Okay. So this one --

5 A. They went beside, but this is the only one
6 I saw where the trail actually went through the
7 middle of the property.

8 Q. Do you know if when this -- this area, I
9 think, was planned awhile back. I mean, in other
10 words, the Harbison kind of planned development. I
11 think I saw a reference in your notes. Do you know
12 when that occurred?

13 A. I do not. I have seen some historical
14 information about Harbison. I went by the rec
15 center. And I don't know whether I saw it on a sign
16 or where I saw it, but it's my impression that the
17 community has existed in one form or another for
18 25-plus years.

19 Q. Okay. And I guess my question is do you
20 have any idea -- and I'm looking at the very first
21 page of Deposition Exhibit Number 5. Would you
22 agree with me that Wellspring seems to kind of have
23 two pieces to it?

24 A. I do.

25 Q. Do you have any idea if when it was

1 planned that those were actually two separate
2 complexes?

3 A. I don't know.

4 Q. I don't either. Are you okay on breaks or
5 anything?

6 A. No, I'm good.

7 Q. Okay. Bear with me. Let me ask you a
8 question. When you say building security at
9 Wellspring is average, what do you mean by that?

10 A. That --

11 Q. You reference Unit 401 here. And I'm
12 asking this question more with --

13 A. They have --

14 Q. I'm sorry. Let me get the question out
15 because I'm trying to make sure he can get a clear
16 record. I'm asking this question more in the
17 context of Building 2200 --

18 A. Sure.

19 Q. -- in this case.

20 A. They have -- and, you know, I may have
21 been giving them credit that they don't deserve
22 because one of the things I did notice is that they
23 have units that still don't have deadbolts on units.

24 But, you know, for the most part, you
25 know, it's about an average complex as far as

1 building security. I noted units -- at least one
2 unit with no peephole. As I said, I noticed units
3 with deadbolts -- without deadbolts. So I may have
4 been a little more -- given them a little more
5 favorable rating than I should have, but --

6 Q. Do you know of any industry standard that
7 would require them to have deadbolts on all of their
8 doors?

9 A. I don't think there is a written
10 requirement for deadbolts on the doors. I do
11 believe it is the existing expectation and standard
12 in the apartment industry to have a secondary method
13 of locking the door.

14 Q. But you wouldn't call yourself an
15 apartment industry expert, would you?

16 A. I think I know a lot about apartment
17 security. I think I've probably looked at more
18 apartments than anybody -- I reviewed the security
19 on hundreds of apartment complexes.

20 Q. Okay.

21 A. And thousands of units starting in the
22 '70s as a police officer and doing that as a special
23 project at one point. So --

24 Q. But --

25 A. -- I believe it is very rare to see an

1 apartment complex exterior door without a deadbolt.

2 Q. Okay. But you wouldn't call yourself any
3 kind of expert in the management of apartment
4 complexes, right?

5 A. I've never --

6 MR. HOOD: Objection to the form.

7 THE WITNESS: I've never managed an
8 apartment complex.

9 BY MR. COMER:

10 Q. Okay.

11 A. I believe I know what management needs to
12 do as far as security is concerned.

13 Q. Okay. Let me ask you some questions about
14 vegetation. Are you aware of any law that requires
15 vegetation to be trimmed at a particular height at
16 an apartment complex for security reasons?

17 A. No.

18 Q. Are you aware of any regulation that
19 requires any trimming of that kind for an apartment
20 complex for security reasons?

21 A. No.

22 Q. How about any case law? I know you
23 reviewed a couple of cases. Do you recall anything
24 in any of the case law that you have reviewed that
25 requires vegetation to be a certain height?

1 A. No.

2 Q. What is it you contend requires vegetation
3 to be trimmed at a certain height?

4 A. I don't know that it needs to be trimmed
5 at a certain height. I know that the recommendation
6 generally that you will find in the literature is no
7 higher than 30 to 36 inches and, excuse me, trimmed,
8 limbed up, some literature will say six feet, some
9 will say seven feet. It is --

10 Q. I'm sorry. I don't mean to interrupt.

11 A. It is my contention that the existing
12 standard for apartment complexes, which is a measure
13 of what other apartment complexes are doing in
14 similar areas in similar conditions, is that
15 vegetation be trimmed so that sight lines are open
16 and there are no hiding places.

17 I believe that Wellspring was well aware
18 that there vegetation both was untrimmed and
19 overgrown and that it was providing hiding places.
20 That multiple residents had complained to
21 management. And that their own landscaper had
22 conveyed complaints from residents and also given
23 his own opinion that they were creating an unsafe
24 condition by allowing that vegetation to exist at
25 that level.

1 Q. Okay. But let me get back to what my
2 question was which is whether there are any industry
3 standards concerning the height of shrubbery? And I
4 think you said that there is literature that
5 generally says 30 to 36 inches and that they should
6 be limbed up; is that right?

7 A. That's right.

8 Q. What literature?

9 A. Well, National Crime Prevention Institute
10 provides that. Mr. Isenhoward referred to that in
11 his deposition. Most police departments -- and I
12 used to be responsible in a neighboring state for
13 training those police departments in how to do this.
14 Will provide apartments with literature that tells
15 them how to trim their bushes.

16 Some of the more progressive states have
17 government-managed programs that advise apartment
18 complexes how to maintain the vegetation on the
19 complex to prevent crime. So there is just a pile
20 of literature.

21 Q. Okay. All right. If there is a pile of
22 literature, give me three. You've said the National
23 Crime Prevention Institute?

24 A. National Crime Prevention Institute.

25 Q. Okay. What is another one?

1 A. The -- well, Arizona has the Multi-Family
2 Safe Housing. And they produce all of that
3 literature that actually gets very specific. And
4 they then go out and grade the apartment complex as
5 to whether or not they've done it. So it goes even
6 further than that.

7 Many of the insurance companies, and I
8 can't name insurance companies right off the bat,
9 who provide insurance for multi-family housing have
10 this literature that is in many cases on their
11 websites.

12 Q. Has South Carolina adopted anything like
13 what you describe in Arizona with regard to
14 multi-family safe housing?

15 A. No.

16 MR. COMER: Let me get this marked as
17 the next exhibit.

18 (Deposition Exhibit #11 marked for
19 identification.)

20 MR. COMER: Before I do this, let me
21 number these pages. I'm going to hand those
22 pictures to you. I know you've seen them before.
23 Bear with me while I mark my own pages.

24 MR. HOOD: I'll mark one if you don't
25 mind.

1 MR. COMER: Sure.
 2 BY MR. COMER:
 3 Q. I handed you what I believe we marked as
 4 Deposition Exhibit Number 11. You've seen these
 5 pictures before, haven't you?
 6 A. I have.
 7 Q. Do these appear to be or have these been
 8 represented to be pictures of the vegetation around
 9 Ms. Wright's unit around the time of her abduction?
 10 A. They have.
 11 Q. That is what you understand them to be,
 12 correct?
 13 A. That is what I understand.
 14 Q. Take a look at the picture on what I have
 15 marked as Page D at the bottom. And also look at
 16 Page E. Do you think you've seen those pages?
 17 A. I have.
 18 Q. I'm asking you a safety question. You
 19 remember the earlier questions we had about the
 20 difference between safety and security, right?
 21 A. Yes.
 22 Q. Okay. Let me ask you a safety question.
 23 Do any of the branches on Page D or E appear to be
 24 impeding anyone's ability to walk to the apartment
 25 without, for example, tripping over a branch or

1 Do you know if Ms. Wright was ever injured walking
 2 to her apartment by any branches or you just don't
 3 know one way or the other?
 4 A. I don't know one way or the other.
 5 Q. Did you review her deposition?
 6 A. I did.
 7 Q. Do you remember her testifying about that
 8 at all?
 9 A. I do not.
 10 Q. Okay. Do you have an understanding as you
 11 sit here today of who contracted to do the trimming
 12 of the shrubs for Wellspring Apartments?
 13 A. I believe it's a landscaping company
 14 called H&S.
 15 (Deposition Exhibit #12 marked for
 16 identification.)
 17 BY MR. COMER:
 18 Q. I'm handing you what has been marked as
 19 Deposition Exhibit Number 12. Have you seen that
 20 document before?
 21 A. I have.
 22 Q. This is the contract for H&S Maintenance,
 23 correct?
 24 A. That is what I understand.
 25 Q. That is what you understand it to be at

1 something like that?
 2 A. No.
 3 Q. Do you know if Ms. Wright was ever injured
 4 because of shrubs that impeded onto her walkway?
 5 A. I do not.
 6 Q. Have you reviewed any of the work orders
 7 from Ms. Wright in this case? In other words,
 8 orders that she called in to the management about
 9 any concerns with her apartment?
 10 A. I did see some work orders. I don't
 11 recall specific ones, but they are like dishwasher
 12 or something similar.
 13 Q. Do you know if she ever -- if any of the
 14 work orders indicate she ever contacted management
 15 about the height of her shrubbery?
 16 A. The work orders do not indicate that.
 17 Q. Do you have any belief as you sit here
 18 today, any reason to believe that any of the work
 19 orders have been falsified?
 20 A. No, I don't.
 21 Q. Do you have any knowledge as to whether
 22 Wellspring contracted out the landscaping, including
 23 the trimming of the shrubs, in this case?
 24 A. They did.
 25 Q. And, I'm sorry, I think I asked you this.

1 least?
 2 A. Yes.
 3 Q. You can't speak one way or the other for
 4 the signing of the contract, but that is what has
 5 been represented to you, right?
 6 A. That's correct.
 7 Q. And this is dated May 2nd, 2007, correct?
 8 A. Correct.
 9 Q. So it predates Ms. Wright's incident,
 10 correct?
 11 A. That's correct.
 12 Q. It also predates this litigation, correct?
 13 A. Yes.
 14 Q. And take a look under Weekly Services. Do
 15 you see the bullet points under the top sentence?
 16 A. I do.
 17 Q. It says, "Fallen and low hanging limbs
 18 will be removed and disposed of." Do you see that?
 19 A. I do.
 20 Q. And you also see it says, "Shrubs will be
 21 trimmed and shaped as needed," correct?
 22 A. Correct.
 23 Q. And those are services that were to be
 24 provided by H&S Maintenance according to this
 25 contract, correct?

1 A. That's correct.
 2 Q. And they were being paid, I believe it
 3 was, a monthly quote of \$1,950 to do it, correct, at
 4 the bottom?
 5 A. Yes. I see it.
 6 Q. And Mr. Howland, at least, appears to be
 7 one of the individuals who signed this, correct?
 8 A. Correct.
 9 Q. Have you ever spoken directly with
 10 Mr. Howland?
 11 A. I have not.
 12 Q. Now, the services, when it says, "Shrubs
 13 will be trimmed and shaped as needed," there is no
 14 qualification to that statement in the contract, is
 15 there?
 16 A. There is not.
 17 Q. In other words, it doesn't say, "If the
 18 shrubs really need a serious trimming, then let us
 19 know and we will renegotiate this price"? It
 20 doesn't say that in the contract or anything like
 21 that, does it?
 22 A. It does not.
 23 Q. In other words, it says that H&S is
 24 agreeing to provide these services for an agreed
 25 price?

1 A. That's correct.
 2 Q. Do you believe H&S -- one of your opinions
 3 in this case is that the vegetation was too high,
 4 correct?
 5 A. Yes.
 6 Q. Do you believe that H&S is at fault for
 7 their services in this case?
 8 A. No.
 9 Q. Why not?
 10 A. Because I believe that they told the
 11 apartment complex that there needed to be what the
 12 apartment complex has termed a severe trimming. And
 13 that they were informed -- this is based on
 14 Mr. Howland's affidavit. That it was not in the
 15 budget.
 16 So I also believe that at some point in
 17 one of the documents that was filed in this case the
 18 Defendant said that they had a duty to see that this
 19 was performed and to see that it was performed
 20 according to industry standards. And so it's my
 21 belief that the duty was on the owners and
 22 management of Wellspring and not on H&S.
 23 Q. And it doesn't at least appear from the
 24 pictures we've looked at that any of the branches
 25 impeded on the walkway, did it?

1 A. They did not.
 2 Q. And you've never spoken with Mr. Howland
 3 personally?
 4 A. I have not.
 5 Q. Do you have any training in your capacity
 6 as a security consultant in how to recognize when
 7 anyone is lying by talking to them?
 8 A. Well, actually I do.
 9 Q. You do?
 10 A. I do.
 11 Q. And so --
 12 A. It's a lot more than just -- you know.
 13 Q. Tell me a little bit about that training.
 14 A. Well, actually we counted the other day.
 15 I think I've been to nine -- eight or nine courses.
 16 And I used to enjoy using it a lot, but obviously I
 17 use it on my grandkids now. That is about it.
 18 It's called neurolinguistics. And
 19 basically it consists of establishing a baseline for
 20 an individual, determining whether that
 21 individual -- I heard you say earlier that you are a
 22 very visual person. Visual people are the easiest
 23 to detect deception in.
 24 Q. Okay. Well, before we go any further,
 25 this is my deposition and I'm asking the questions.

1 A. So you basically -- it takes about -- it
 2 always use to take me about 45 minutes of talking to
 3 an individual to establish the baseline. And that
 4 is me asking questions and then answering the
 5 questions. And then once I establish the baseline,
 6 then I could pick up certain cues that would tell me
 7 not necessarily that the answer that they were
 8 giving me was a lie, but that it deviated in some
 9 way from the other answers that I had gotten from
 10 them previously that I knew to be the truth.
 11 And it has to do with eye movements. It
 12 has to do with some facial stuff. It has to do with
 13 body language, nervous habits. If you click your
 14 pen all the time and flip it around like you do all
 15 the time, then that is a normal condition.
 16 If you never did that and all of sudden
 17 you started clicking the pen, then that would be
 18 just one thing that would go into this group of
 19 things. And when you would get to where what
 20 attorneys like to call a preponderance, then you
 21 would say, "Okay. We need to examine this last
 22 answer," because, you know, if eye movement changed
 23 and went from this to this. His facial movement,
 24 his body language, his clicking of the pen, and he
 25 began to change.

1 If you always speak in the first person
2 and you suddenly go to third person or if you always
3 speak in present tense and all of a sudden you go to
4 past tense -- I told you more than you wanted to
5 know, but that is just some of the things.

6 Q. No, that is very useful. And it was
7 something that I was going to ask you later in this
8 deposition. How many hours of training would you
9 say you've had in this?

10 A. Just in this specific topic well over 120
11 or so maybe.

12 Q. Have you ever conducted interviews in a
13 professional capacity where someone asked you to
14 talk with someone to try and find out if they
15 weren't telling the truth or if they were not being
16 reliable?

17 A. Yes.

18 Q. How many interviews have you done?

19 A. At one point I interviewed 265 people over
20 four days.

21 Q. If you don't mind me asking, and if it's
22 Top Secret then obviously I don't expect you to give
23 me the answer, but was that something with the
24 government or was it something privately?

25 A. It was for a nuclear plant.

1 Q. Which nuclear plant was that, if you can
2 divulge it?

3 A. Well, if I don't have to tell any more
4 about it I can divulge it.

5 Q. That's fine.

6 A. Okay. It was Brunswick -- let's see.
7 It's called Brunswick Nuclear Facility or -- anyway.

8 Q. What year was that that you did these
9 interviews?

10 A. 2002 maybe. 2001. 2003. It was after
11 2001 because that changed everything.

12 Q. And I guess where I'm going with this is
13 you can learn a lot from talking to people, can't
14 you?

15 A. Yes.

16 Q. And you haven't talked to Mr. Howland in
17 this case, have you?

18 A. I have not.

19 Q. You would agree with me that his contract
20 indicates that he is responsible or H&S Maintenance
21 is responsible for trimming and shaping shrubs as
22 needed, correct?

23 A. That is what the contract says.

24 Q. Okay. Do you know if he ever had any
25 problems with anyone at Wellspring in terms of being

1 reprimanded, anything like that?

2 A. I do not.

3 Q. Do you know if he ever wasn't paid by
4 Wellspring so that that would impact anything he
5 says?

6 A. I do not.

7 Q. Do you know if he ever had any kind of
8 romantic interest with anybody at Wellspring to know
9 whether that would impact anything he says?

10 A. I do not.

11 Q. Speaking with him may give you some of
12 this information, wouldn't it?

13 A. It might.

14 Q. And you may also be able to test the
15 veracity of what he says in his affidavit, correct?

16 A. If I chose to do that I might.

17 Q. Okay. Let me ask you a little bit about
18 lighting. Are you aware of any law that requires a
19 certain amount of lighting for security reasons at
20 an apartment complex?

21 A. In Columbia, South Carolina, I am not.

22 Q. How about any regulation?

23 A. I'm not aware of one.

24 Q. How about any of the court cases that you
25 reviewed? Did it say anything about warning about

1 lurking criminals as a result of improper lighting?

2 A. No.

3 Q. Did it say anything about lighting in
4 common areas so as to prevent criminal activity?

5 A. No.

6 Q. Do you know of any other South Carolina
7 authority that would support this?

8 A. You mean statutory authority?

9 Q. Yes, sir.

10 A. No.

11 Q. Are there any industry standards
12 concerning lighting in an apartment complex?

13 A. The ones that I've mentioned previously.

14 Q. I think -- I apologize if I say it wrong.
15 It was the I.L.E.S.; is that right?

16 A. Something like that. Illuminating
17 Engineers Society of North America. So there has to
18 be an N in there, too.

19 Q. What are you relying on to opines that the
20 lighting was inadequate? And what I'm really trying
21 to ask you about now is you mentioned a lighting
22 study. Tell me a little bit about what you did.

23 A. I used a certified Cook light meter. The
24 meters are tested on an annual basis and certified
25 to be accurate. I used the method which is approved

1 by A.S.I.S. as well as by lighting engineers. I've
2 actually trained lighting engineers to measure
3 security lighting in the past.

4 Basically what we do is we are measuring
5 the lighting that would be used to identify a
6 person. So you are talking about from about
7 four feet -- three or four feet up to six feet. So
8 you hold the light meter with the photocell pointing
9 in a particular direction. And then we walk and do
10 360 degree circles because lighting comes from all
11 directions.

12 It has a digital readout on it. And I
13 record the -- I record the digital reading. And in
14 this case what I did was used the tape recorder and
15 light meter at the same time.

16 (Mr. Ridgeway left the room.)

17 THE WITNESS: It's -- the minimum
18 standard for a common area in an apartment complex,
19 according to the document that I have cited is
20 one-half foot candle which is not much light, but
21 about a tenth of what is in a drive-thru at
22 McDonalds.

23 But it is enough lighting to allow one
24 individual to see another individual with sufficient
25 clarity to be able to identify them later or

1 identify a photograph or identify a drawing or
2 anything. And, again, we are trying -- the whole
3 issue with lighting is we are trying to impact that
4 decision that is being made by the criminal.

5 If he sees that there is enough light that
6 he thinks he can be identified, then he's more
7 likely to go somewhere else. I started at -- I
8 think in this case I actually went up the ramp and
9 started at the foot of the ramp where -- and I
10 didn't have as much information at that point in
11 time as I do now.

12 But it was my belief that that is where
13 they were, they were at the foot of the ramp, the
14 two perpetrators. I first looked to see where the
15 light poles were. The are only really two light
16 poles that impact this whole area. And they are --
17 one of them is behind and beside, out in this common
18 area.

19 BY MR. COMER:

20 Q. I tell you what, if you didn't mind --

21 A. Okay. Let me do that. I'm sorry.

22 Q. Let's go ahead and just mark them, and
23 that way we can be pretty clear on Deposition
24 Exhibit 5.

25 A. I'm not comfortable with putting a mark on

1 the paper because I don't know that I know exactly
2 where it was.

3 Q. Sure.

4 A. It was casting no light on this area right
5 here. In other words, you could measure no light
6 coming from it. But because obviously I can turn on
7 a flashlight two miles away and you can see the
8 flashlight, I can see this light. It's in this area
9 back here somewhere.

10 Q. Okay.

11 A. I'm pointing to an area between 2200 and
12 2100 that looks like bushes.

13 Q. And that is the general vicinity?

14 A. The general vicinity of the light. The
15 other light I can tell you exactly -- the one that
16 is reference in all the other stuff we were talking
17 about, I can tell you exactly where that is.

18 And since this is Exhibit 5, I'm going to
19 make an X where that other light pole is. And it's
20 out beside the dumpster in front of Building 2200 in
21 the island. It's a wooden -- appears to me to be
22 about a four-by-four pole, maybe 12 feet high. It's
23 short for a light.

24 And it has a lantern-type fixture on top.

25 This particular light is a mercury vapor light. And

1 it is -- that is a bulb technology that I talked
2 about earlier that was developed and came into favor
3 in the '70s and maybe a little bit in the early
4 '80s.

5 On the Cook light meter from the bottom of
6 the steps out past the dumpster it never got -- the
7 lowest reading my meter will read is 1/10th of a
8 foot candle. That is the only reading I got. As I
9 got closer to the light, I could stand directly
10 under the light, it began to go up, but it never got
11 to 5/10ths of a foot candle even though the light is
12 from where my hand was maybe eight feet away. So --

13 Q. Before we go on, can you just because that
14 is a small X, can you do an arrow to it and then
15 just put your initials and that way we will know
16 that it's not just something that came -- when these
17 are copied, sometimes it's a little bit difficult to
18 pick up on the original of a person's notes.

19 A. (Witness complied.)

20 Q. Thank you. You said earlier 1/2 foot
21 candle is the industry standard for apartment
22 complexes; was that right?

23 A. Well, it's -- they identify open areas
24 that are -- I don't know exactly how they word it,
25 but basically it's areas that are open to the

1 public, general areas, because there are specific
2 standards for doorways. There are specific
3 standards for A.T.M.s or things like this.

4 Driveways actually have a higher standard.
5 But for just an open general area in a commercial
6 establishment of any kind it's a half a foot candle.

7 Q. And I think you just answered my question.
8 I just wanted to make sure that there is not a
9 specific apartment complex standard. It sounds like
10 what you have taken is applied the one that you
11 believe would apply to this facility. And your
12 testimony is that is the standard; is that right.

13 A. Yes, that's correct.

14 Q. And that is the one that is for open areas
15 and commercial types of areas?

16 A. And it will be -- yes. The answer is yes.

17 Q. Okay.

18 MR. HOOD: Is it appropriate to take
19 a break at this point?

20 MR. COMER: Yes. Absolutely. That
21 is a good idea.

22 (Recess 12:47 to 12:52.)

23 BY MR. COMER:

24 Q. Back on the record. Mr. Booth, my
25 understanding then is that what you contend was

1 well lit areas.

2 That Wright told him that if she had been
3 concerned about -- that night, that she had been
4 concerned about the lighting prior to this. And he
5 says that it was too dark for his comfort.

6 Q. And I understand that may be some of the
7 foundation for your opinion that it was too dark.
8 I'm just trying to understand --

9 A. I'm just trying -- what I'm saying is is
10 that in addition to my measuring the light, there
11 was all of this other evidence that I reviewed that
12 says that the lighting was inadequate.

13 Q. Okay.

14 A. And not reasonable. And that they had
15 assumed in one of their -- Ms. Campbell said they
16 had assumed a responsibility for the lighting and
17 that lighting should be maintained. And, at any
18 rate, that is -- and that is my basis for it. And
19 those are the other things in addition to my
20 measuring the lighting.

21 Q. Okay. Do you know if Wellspring has any
22 authority over any of the pole lighting that we
23 talked about earlier one of which you initialed on
24 Exhibit 5 and then the one that you said was between
25 the two buildings in the rear?

1 violated in this case relating to lighting is that
2 from your light study it does not appear there was
3 enough lighting based on the standard you used in
4 the common areas; is that right?

5 A. What I contend was violated is based not
6 only on my lighting study, but affidavits from other
7 residents at the time who said that it was dark, too
8 dark to see people. That they complained to
9 management about it on a regular basis. That
10 management didn't do anything about it.

11 In some cases they were told it was a
12 budget issue. That the Wellspring's maintenance
13 policy says that an area should be well lit. I
14 would think that anyone would think that well lit
15 would at least be light enough to see somebody.

16 And that they should use adequate wattage.
17 And "adequate" is a good term. I like adequate
18 because adequate says to me that it would be
19 adequate for the task of seeing someone.

20 That Deputy Gabr in his deposition says
21 that it was a darker area, that the criminals would
22 not have been in plain view. He also says that a
23 well lit area deters criminals. I'm just going
24 through this list. That Sergeant Isenhoward in his
25 deposition says that criminals are less likely in

1 A. Authority meaning what?

2 Q. Ability to make any physical changes to
3 them, that kind of thing?

4 A. They can certainly ask for additional
5 lights and had done so. And there are some records.
6 And I did not get to review all of the SCE&G
7 records, but -- because I didn't get them until the
8 night before I traveled here.

9 So all I did was look at them on the
10 computer. They are confusing. The information that
11 identifies information about the light or the work
12 request is not clear to me sometimes, but I did see
13 in one case where they had requested additional pole
14 lights be put in. And SCE&G had done that.

15 So they certainly had the ability to do
16 that if there were not enough. I also witnessed
17 myself that they were in the process, and it appears
18 to be a gradual process, of upgrading the lighting
19 fixtures to a lighting fixture those produces more
20 light because I saw, as I visited the property, the
21 progression of movement from the old sodium vapor --
22 I mean the old mercury vapor to the newer sodium
23 vapor lights.

24 Q. Okay.

25 A. So did they have authority? I don't know

1 how you want to --

2 Q. I guess my question is do you have an
3 understanding as to whether any work on the pole
4 lights has to be done by SCE&G or if that is
5 something Wellspring can do?

6 A. It's my understanding that Wellspring can
7 call in the request and SCE&G does the work.

8 Q. Do you have an understanding as to whether
9 in Wellspring ever attempted to do any of that work
10 themselves, if there would be any repercussions by
11 SCE&G.

12 A. Well, it's my understanding they are
13 renting the poles from SCE&G. So you wouldn't
14 expect them to work on something they didn't own.

15 Q. Okay. And in terms of any requests for
16 additional lighting from SCE&G, would you agree that
17 is something SCE&G has to agree to?

18 A. I don't think you meant what you just
19 said. You said in terms of additional lighting
20 from -- request for additional lighting from SCE&G.
21 Oh, I understand what you mean.

22 Q. Yeah. I'm just saying --

23 A. I'm sorry. I got it.

24 Q. -- if they want more pole lights, that is
25 something that they've got to get from SCE&G, right?

1 A. Yes. But it would be a reasonable
2 assumption that that would be met -- that request
3 would be met favorable because it's more income for
4 SCE&G.

5 Q. Okay. But you haven't spoken with anybody
6 from SCE&G about that, have you?

7 A. No. But I did see where they had done it
8 in the past.

9 Q. Okay. From the documents that you
10 reviewed, does it appear that Wellspring contacted
11 SCE&G from time to time about pole lights and
12 maintenance?

13 A. It does.

14 Q. Did you review any entries with regard to
15 the pole light at issue that you marked on Exhibit 5
16 in the front of Building 2200?

17 A. I didn't have time to do that because, as
18 I said, it was late at night when I got that. And I
19 didn't have time to look at it in detail.

20 Q. One of the things you talk about in
21 Exhibit 5 is your visits to the other properties.
22 Did you do any light studies at the other
23 properties?

24 A. No, because -- no. And the reason for
25 that is lighting has a written standard. The other

1 properties is -- are industry standards. So I
2 needed to view them to determine what the industry
3 standards were in the other areas, but lighting has
4 a written standard.

5 Q. Okay. So, in other words, if the other
6 properties have about the same amount of lighting as
7 Wellspring, you would consider all of them to be in
8 violation; is that right?

9 A. If they failed to have a half of a foot
10 candle of light I would say that they are failing to
11 meet the standard.

12 Q. Okay. And making that determination of
13 the other properties doesn't have any relevance to
14 Wellspring because you are going by the standard and
15 not by what other people in the surrounding area are
16 doing; is that right?

17 A. Exactly.

18 Q. Okay. Do you know if Ms. Wright was ever
19 injured -- and I'm asking a safety question here.
20 Do you know if she was ever injured because of lack
21 of lighting to her apartment that impeded her
22 ability to get there?

23 A. I don't know that.

24 Q. One way or the other?

25 A. One way or the other.

1 Q. Did you look to see if there was ever
2 any -- did you look to see if there was ever a
3 report about -- strike that. I'm asking a terrible
4 question. Did you ever look at her work orders to
5 see if she reported anything about the pole light?

6 A. I didn't -- I don't believe I ever saw any
7 work orders reflecting pole lights at all.

8 Q. Okay. Did you see --

9 A. So I don't believe they were filling out
10 work orders for pole lights.

11 Q. Did you look at any work orders that
12 referenced breezeway lights?

13 A. I did.

14 Q. Did those work orders appear to have been
15 completed?

16 A. Yes. It's hard to determine when they
17 were completed sometimes, but they appear to have
18 been completed.

19 Q. And those work orders predate this
20 litigation, don't they?

21 A. They do.

22 Q. Do you have any reason to think -- well,
23 strike that. Let me ask you about courtesy officers
24 now. Do you know of any law that requires the
25 provision of a courtesy officer at an apartment

1 complex?
 2 A. Are you through with lighting?
 3 Q. I am, I think.
 4 A. Okay. There is point that I would like to
 5 make about it.
 6 Q. Sure.
 7 A. And we addressed that with the question
 8 about could they work on the pole lights. There is
 9 at least one instance where Wellspring undertook to
 10 add additional lighting themselves. And that has to
 11 do with this other case, but they installed
 12 additional exterior lighting to light up a dark area
 13 that was complained about by a resident.
 14 So I don't think that they were dependent
 15 totally on SCE&G. They could have installed
 16 additional lighting themselves and they have done so
 17 at least once in the past.
 18 Q. Sure. And just so the record is clear, I
 19 was asking you earlier about additional pole lights.
 20 A. Okay.
 21 Q. That is something that SCE&G would have to
 22 do, right?
 23 A. If Wellspring wanted to trench in conduit
 24 out there or run overhead lines, they could put pole
 25 lights up.

1 Q. Okay. Fair enough. Let me ask you about
 2 courtesy officers. Do you know of any law that
 3 requires the provision of a courtesy officer by an
 4 apartment complex to provide security?
 5 A. Not in Columbia, no.
 6 Q. Do you know of any regulation requiring
 7 it?
 8 A. No.
 9 Q. Do you know if any of the other properties
 10 in the area provided courtesy officers?
 11 A. I did not check.
 12 Q. Do you know if any of them provided
 13 security officers generally?
 14 A. I did not check.
 15 Q. And by that -- I may have said my question
 16 wrong. The first question was about courtesy
 17 officers. I'm asking now about security officers.
 18 A. I understand.
 19 Q. And you don't know; is that correct?
 20 A. That's correct.
 21 Q. Did you review the second Cramer decision?
 22 I believe it was listed on the list of materials
 23 that you reviewed. Do you remember that case?
 24 A. I think I have two of them.
 25 Q. Do you remember whether one of those cases

1 addressed the issue of whether termination of a
 2 courtesy officer was a violation or breach of a
 3 duty?
 4 A. You know, I don't remember seeing that in
 5 here.
 6 Q. So you just don't recall?
 7 A. I don't recall seeing that in here.
 8 Q. And my understanding is that you believe
 9 that a courtesy officer being on duty is another
 10 thing that would have prevented this crime; is that
 11 right?
 12 A. I, and your 30(b)(6) people, believe that
 13 a courtesy officer on duty is a deterrence. As a
 14 matter of fact, one of your 30(b)(6) people said
 15 that a courtesy officer provides protection.
 16 Q. Would the courtesy officer have needed to
 17 be in the area to prevent the crime that happened to
 18 Ms. Wright?
 19 A. The way that works in crime prevention is
 20 that if the courtesy officer is there on a regular
 21 basis, it's my belief in this particular case and it
 22 would hold true because from reading the police
 23 investigation I think that the perpetrators of this
 24 particular crime were local to the area.
 25 As a matter of fact, one of them was

1 identified as an individual that resided -- had
 2 committed an armed robbery two complexes away and
 3 resided in the area. I believe had the courtesy
 4 officer been patrolling on a regular basis that that
 5 fact would have been known by people who lived in
 6 the area.
 7 And that would have entered into the
 8 decision by these two individuals as to -- they were
 9 basically -- they were basically predators that were
 10 looking for a victim that came in. And they waited
 11 for an appropriate victim to come. I think if he
 12 had been patrolling they would have known that and
 13 more likely than not would have chosen another area.
 14 If he had been patrolling at the time he
 15 was -- part of the duties that he was tasked with
 16 was suspicious sightings they called it, and
 17 identified by your 30(b)(6) people as people who
 18 didn't belong there. These two individuals plainly
 19 didn't belong there. And I believe that he would
 20 have interceded in some way, at the very least
 21 trespassing them off the property.
 22 Q. What you say they plainly didn't belong
 23 there, what are you basing that on?
 24 A. The description of the two individuals was
 25 they were two black males that appeared to be dirty

1 and unkept. They were sitting on the steps or
2 around those bushes at the bottom of the steps.

3 It is my belief that in patrolling the
4 property the courtesy officer gets to know who lives
5 where and who people are. And he would have known
6 that they didn't belong there.

7 Officer Gabr, I believe, said that
8 obviously two young men sitting there at that time
9 of night were up to no good. That was what -- how
10 he phrased it. So I think that would have been just
11 a reasonable expectation of the courtesy officer.

12 Q. Would you agree with me -- I'm looking at
13 Page 1 to Exhibit Number 5. Would you agree with me
14 that Wellspring Apartment complex is a fairly large
15 area?

16 A. It's a fairly large area.

17 Q. In other words, it takes a little bit of
18 time to walk from one side of it, and I'm pointing
19 at the top of Exhibit 5, to the other side of it,
20 correct.

21 A. It would take some minutes to do that,
22 yes.

23 Q. It has a large number of buildings,
24 correct?

25 A. It does.

1 Q. So obviously you wouldn't disagree that it
2 would be entirely possible for a courtesy officer to
3 be on the opposite end of the property when a crime
4 occurs, right?

5 A. Sure.

6 Q. And it would also be entirely possible for
7 someone, even with the knowledge of a courtesy
8 officer being on an apartment complex premises, to
9 know that it was big enough that there is a pretty
10 good chance they wouldn't be in the area of a crime
11 when they were committing it?

12 A. Well, in this case since these individuals
13 were sitting and waiting -- I mean, they had no way
14 of knowing when Ms. Wright was going to be there.
15 So they were obviously waiting for a -- just any
16 potential victim to come by.

17 So they were hidden -- relatively hidden,
18 waiting. You know, I think for us, and we are going
19 way out on a limb, to assume that they would think
20 that they could do all of that before the courtesy
21 officer would come by on his patrols -- I think if
22 he walked two hours, as he was required to do, I
23 think he would be walking this property five or six
24 times in two hours. So that means --

25 Q. How do -- I'm sorry. I didn't mean to

1 interrupt you.

2 A. That means he's -- you know, he's going to
3 be coming by every, you know, 15 minutes or so.

4 Q. How do we know that the perpetrators in
5 this case had no idea of when Ms. Wright was going
6 to be coming up? How do we know they hadn't been
7 casing the place or saw her comings and goings from
8 choir practice?

9 A. We don't.

10 Q. Do you have any knowledge as you sit here
11 today -- strike that. Hold on one second. Do you
12 know if there was a courtesy officer at the time of
13 the crime that was committed in this case?

14 A. There was not one in existence. Not only
15 he not there, they didn't have one.

16 Q. Okay. Do you have an understanding as to
17 why that was?

18 A. No.

19 Q. Do you know if they were looking for one?

20 A. No.

21 Q. No, you don't know?

22 A. I don't know.

23 Q. If we could interview the perpetrators in
24 this case and their testimony from that interview
25 was, "This is the first time we had ever been at

1 Wellspring. We didn't know anything about a
2 courtesy officer or otherwise," that would be
3 relevant to the analysis in this case, wouldn't it,
4 in terms of their motivation?

5 A. Yes.

6 Q. And we can't do that, obviously?

7 A. Obviously.

8 Q. Let me ask you a little bit about access.
9 Is there any law that requires an apartment complex
10 to provide a fence?

11 A. No.

12 Q. Is there any law that requires a gate or
13 some other means of controlling access such as
14 signage or anything else?

15 A. No.

16 Q. Do you know if there are any easements or
17 right-of-ways that go through Wellspring? And I'm
18 talking about the trails here. Do you have any
19 understanding as to any legal distinction, whether
20 it's an easement, whether it's a part of the State
21 Park System or what as the walking trails relate to
22 Wellspring? That was a terrible question, but do
23 you know what I'm trying to ask?

24 A. All I know is the most I've seen that
25 addressed is what the 30(b)(6) deponents said, and

1 they weren't clear on it either.
 2 Q. Do you have new knowledge as to how access
 3 to the trails is governed?
 4 A. I don't see any -- you mean access as to
 5 when people are allowed to use them?
 6 Q. (Nodded head.)
 7 A. I didn't see anything that governed the
 8 access.
 9 Q. Do you know whether or not the State of
 10 South Carolina or any kind of local authority
 11 controls those walking trails?
 12 A. I do not.
 13 Q. Do you know if anybody from the local
 14 police department ever walks on them?
 15 A. I don't.
 16 Q. Would that impact your analysis?
 17 A. It might, but -- I can't see how, but it
 18 might.
 19 Q. Do you know whether Wellspring can do
 20 anything in terms of placing a gate or anything on
 21 any of those trails legally?
 22 A. I don't know that.
 23 Q. Okay. Do we have any evidence in this
 24 case to show that the perpetrators gained access to
 25 the property by the walking trails?

1 A. I do not.
 2 Q. And if they said it was because they had
 3 been watching the Plaintiff's coming and goings,
 4 that would be relevant, wouldn't it?
 5 A. Yes.
 6 Q. And if they said they didn't care one way
 7 or the other about the shrubs, that would also be
 8 relevant, wouldn't it?
 9 A. Yes.
 10 Q. And if they said that any amount of
 11 lighting wouldn't have mattered, that would also be
 12 relevant, wouldn't it?
 13 A. Yes.
 14 Q. Do you know if anyone witnessed this
 15 crime?
 16 A. I know that a neighbor did not know she
 17 was witnessing it, but she actually did.
 18 Q. Do you know the name Lisa Watson? Have
 19 you ever heard that name?
 20 A. Yes.
 21 Q. And you haven't spoken with Ms. Watson in
 22 this case?
 23 A. I have not.
 24 Q. Are you aware that she was there with her
 25 dogs?

1 A. We do not.
 2 Q. And, in fact, have you seen anything to
 3 suggest that they were being followed when Ms.
 4 Wright was driving them around?
 5 A. I have.
 6 Q. In another vehicle?
 7 A. That's correct.
 8 Q. Would that tend to indicate that maybe
 9 they came there in a car with maybe some sort of
 10 accomplice?
 11 A. It might.
 12 Q. It would not suggest that they walked up
 13 to the complex, would it?
 14 A. I have no way of knowing.
 15 Q. Okay. Your opinion is that the
 16 Defendants' actions or omissions were the proximate
 17 cause of this abduction, correct?
 18 A. Absolutely.
 19 Q. I know and you know, but let me make my
 20 record. You haven't spoken to the two individuals
 21 that abducted the Plaintiff, right?
 22 A. I have not.
 23 Q. You don't know directly why they were
 24 positioned where the Plaintiff claims they were at
 25 the time of her abduction, do you?

1 A. I am.
 2 Q. Do you have any knowledge as to the kinds
 3 of dogs she has?
 4 A. I don't recall.
 5 Q. Okay. So you don't know if they are -- if
 6 she indicated they were aggressive or anything like
 7 that?
 8 A. I know that she had to hold one of the
 9 dogs back.
 10 Q. Okay. So we least know that someone being
 11 in proximity to these criminals with some dogs that
 12 had to be held back didn't stop them from doing it,
 13 don't we?
 14 A. We know that.
 15 Q. And --
 16 A. However, let me qualify that. The
 17 kidnapping had already taken place and was
 18 progressing at that point. So they were faced with
 19 no other choice but to continue on or else shoot the
 20 dogs and the neighbor.
 21 Q. So your belief is that they started this
 22 crime before she came walking up?
 23 A. Yes.
 24 Q. Now, obviously, like I said the record
 25 doesn't know this, Building 2200 is not a building

1 by itself, right? There are other buildings around
 2 it is what I'm trying to say.
 3 A. Oh, yes.
 4 Q. It's part of a larger complex?
 5 A. Yes.
 6 Q. And so there are buildings to the left of
 7 it, to the right of it, and even in front of the
 8 walkway to Ms. Wright's residence; is that right?
 9 A. Yes.
 10 Q. And so we know people live in those
 11 buildings, right?
 12 A. Yes.
 13 Q. They could hear somebody scream if they
 14 screamed, right?
 15 A. Correct.
 16 Q. And we know that possibility didn't deter
 17 them, too, right?
 18 A. That's correct.
 19 Q. Your belief is that the Defendants in this
 20 case were at fault, correct?
 21 A. That's correct.
 22 Q. What percentage of fault do you apportion
 23 to the two individuals who actually committed the
 24 crime in this case?
 25 MR. HOOD: Objection to the form.

1 BY MR. COMER:
 2 Q. You can answer.
 3 A. I don't know how to answer that question.
 4 I never -- I never think in those terms. I really
 5 don't know how to answer that question.
 6 Q. But you feel comfortable saying that the
 7 Defendants were at fault, correct?
 8 A. Yes.
 9 Q. Are you also comfortable saying that the
 10 two individuals who committed the crime were at
 11 fault?
 12 A. Yes.
 13 Q. How about H&S Maintenance, do you believe
 14 you can apportion any fault to them since their
 15 contract indicates they were responsible for
 16 trimming of shrubs?
 17 A. I don't think so.
 18 Q. You don't believe they are responsible?
 19 A. I don't believe they were at fault.
 20 Q. So the individuals who had contracted to
 21 control the vegetation are not at fault?
 22 A. That is my understanding of the record and
 23 what I read in it.
 24 Q. Have you read Ms. Wright's testimony about
 25 whether the pole light in front of Building 2200 was

1 working at the time of the crime?
 2 A. Yes. She says it was not.
 3 Q. Okay. In light of that testimony, do you
 4 attribute -- do you assign any fault to SCE&G?
 5 A. No.
 6 Q. Why not? If lighting is a deterrent and
 7 that pole light is not working, how are they not at
 8 fault?
 9 A. It is accepted in the entire lighting
 10 world that area lights such as this are not provided
 11 with preventive maintenance. That is one way that
 12 they can get by with leasing those lights for such a
 13 nominal amount. And that they will service them
 14 based on the request of the user of the light.
 15 And something I have not mentioned, and I
 16 want to get it in because I think it's the most
 17 ludicrous thing I've ever seen, Wellspring actually
 18 depends on the resident to check and see if the
 19 lights are working. I've never run into that in any
 20 apartment community in my life.
 21 And the 30(b)(6) people testified that
 22 they do quarterly, four times a year, they check to
 23 see if the lights are working. They can't produce
 24 any documents to show that they did that, but that
 25 they expect the resident to have the responsibility

1 to tell them when lights are not working. But I
 2 don't think SCE&G was responsible.
 3 Q. In spite of the fact that they are
 4 responsible for some measure of lighting for the
 5 complex?
 6 A. They are responsible for -- they don't
 7 agree to provide any level of lighting at all. They
 8 agree to provide the wiring, the pole, the fixture,
 9 and the lamp, and to replace the lamp as requested.
 10 They don't say they are going to do --
 11 give you two foot candles of light or that they are
 12 going to provide a well lit campus. Or they
 13 never -- this is my reading of this case that -- the
 14 document that I read in this case from SCE&G, which
 15 is the only thing I did read.
 16 And my other cases that I've done with
 17 SCE&G, Progress Energy, Duke Energy, they never
 18 agree to provide a particular level of light. They
 19 just simply say, we are going to rent you the lines,
 20 maintain those lines, the pole, maintain that pole,
 21 the fixture, and maintain that fixture, but only at
 22 your request.
 23 Q. And since that is what they say is all
 24 they provide, you think that's okay?
 25 A. Yes.

1 Q. And if my client says they don't provide
2 for security for residents, you think that is spite
3 of that statement they should be provided?

4 A. Yes.

5 Q. And to the degree that security is
6 dependent on lighting, you believe that even though
7 SCE&G is responsible for the pole light, they don't
8 have any fault here?

9 A. That is my belief.

10 Q. Okay. Your previous life was as a law
11 enforcement officer, correct --

12 A. Correct.

13 Q. -- back in the day? Did you do incident
14 reports, criminal incident reports?

15 A. I did.

16 Q. How many would you say you ever did? Any
17 way to estimate?

18 A. No. And really I would hate to even guess
19 now.

20 Q. Why would you do them?

21 A. Sometimes I had witnessed a crime. The
22 great portion of the time someone else had witnessed
23 a crime or been the victim of a crime and called the
24 police department. And that was the beginning of
25 our investigative process was to fill out that

1 incident report. It also gave us the tools to
2 decide how we were going to allocate our resources.

3 Q. That was a pretty important report,
4 correct?

5 A. Yes.

6 Q. And part of it -- and there is a lot of
7 information that goes into that report, correct?

8 A. You would hope, yes.

9 Q. And that may be from the victim
10 themselves, correct?

11 A. Yes.

12 Q. May also be from some witnesses, right?

13 A. That's correct.

14 Q. So the extent that the perpetrator is
15 there, it may also include information gained from
16 the perpetrator, right?

17 A. It may, that's right.

18 Q. And the point is to try and make a very
19 accurate document because people may be relying on
20 that document in their investigation, correct?

21 A. I think to make it as reasonably accurate
22 as possible.

23 Q. And to the extent that that may be a rash
24 of crimes in the area, other officers investigating
25 other crimes may also look at that report to see if

1 any of them are linked, right?

2 A. Correct.

3 Q. So it's important for it to be as accurate
4 as possible; is that correct?

5 A. Correct.

6 Q. And this information to as reasonable
7 degree as possible is being gained -- it may not be
8 completely contemporaneous with the crime, but you
9 try and obtain this information as soon as
10 reasonably possible thereafter, correct?

11 A. You would like to think so, yes.

12 Q. Okay. Is that what you did?

13 A. Yes.

14 Q. Okay. Have you reviewed the incident
15 report for Ms. Wright's incident?

16 A. I have.

17 Q. Is there any mention in any of the reports
18 taken -- in the report -- excuse me -- about the
19 perpetrators being concealed in the shrubs?

20 A. I don't recall that.

21 Q. Is there any reference to it being too
22 dark?

23 A. No.

24 Q. Okay. In fact, doesn't the incident
25 report say they were sitting on the ramp?

1 A. That is what it says.

2 Q. And when -- would you agree with me that
3 when you are interviewing a victim you are trying to
4 get information that will lead to the apprehension
5 of a suspect, right?

6 A. Correct.

7 Q. Have you read Ms. Wright's affidavit in
8 this case?

9 A. I have.

10 Q. Is there anything different in her
11 affidavit about where the abductors were?

12 A. It's different from the information that
13 the police officer reported in the report.

14 Q. And it says -- I think it says they jumped
15 from behind the shrubbery, right?

16 A. I think -- yes. Something along that
17 line, yes.

18 MR. COMER: Let's mark this as the
19 next Defense exhibit.

20 (Deposition Exhibit #13 marked for
21 identification.)

22 MR. HOOD: Is this 13?

23 MR. COMER: I believe so.

24 BY MR. COMER:

25 Q. Let me hand you what was marked as Exhibit

1 Number 13. Take a look at Paragraph Number 8. Do
 2 you see that?
 3 A. I do.
 4 Q. After the lead in to the sentence it says,
 5 "I was suddenly and unexpectedly confronted by two
 6 men who jumped from behind the shrubbery." Do you
 7 see that?
 8 A. I do.
 9 Q. That is different from what is in the
 10 police report, correct?
 11 A. The word "jumped" I don't believe is in
 12 the police report.
 13 Q. And it also says, "from behind the
 14 shrubbery," right?
 15 A. Yes.
 16 Q. And in the police report it says they were
 17 sitting on the ramp, right?
 18 A. There is a lot more detail here than there
 19 is in the police report.
 20 Q. And this affidavit was provided for this
 21 litigation, right?
 22 A. Yes.
 23 Q. And that is where Ms. Wright is seeking
 24 monetary damages, right?
 25 A. I would assume.

1 Q. Okay. And as a former law enforcement
 2 official, which statement do you believe to be more
 3 reliable, the one made at the time of the crime when
 4 she is assisting law enforcement with apprehending a
 5 criminal or the one she is making for a civil
 6 lawsuit?
 7 A. I think they both could be right.
 8 Q. In spite of the fact they have different
 9 information on them?
 10 A. I think so.
 11 Q. Have you reviewed the statement of Lisa
 12 Watson?
 13 A. Yeah, I did. Yes.
 14 Q. And that statement was also made the day
 15 after the incident, right?
 16 A. Yes.
 17 Q. Again, it was provided to help law
 18 enforcement, right?
 19 A. Yes.
 20 Q. It wasn't provided in the context of any
 21 litigation, right?
 22 A. That's correct.
 23 Q. And does it say where Ms. Watson and the
 24 two men were?
 25 A. I believe that it says that they were near

1 the dumpster, not Ms. Watson but Ms. Wright.
 2 Q. I'm sorry. Thank you for the correction.
 3 Where Ms. Wright was, in the vicinity of the
 4 dumpster, correct?
 5 A. Yes.
 6 Q. Where is that in relation to the ramp?
 7 A. In front of the ramp.
 8 Q. Does it say anything in her statement
 9 about overgrown bushes or being too dark or anything
 10 like that?
 11 A. It does not.
 12 Q. Let me ask you about prior incidents
 13 because I know you reviewed some in this case, prior
 14 criminal incidents. What do you look for in prior
 15 incidents when reaching decisions about security?
 16 A. I want -- I want to look at incidents that
 17 are in the same general area. In this specific
 18 case, I elected not to pull crime stats from the
 19 area around the apartment complex because there were
 20 a significant number of incidents located in the
 21 common area of the apartment complex itself.
 22 There were a significant number of
 23 breaking-and-enterings of cars, thefts of cars,
 24 thefts of parts from cars, vandalism, thing of this
 25 nature that were occurring in the common area of the

1 apartment complex.
 2 Also found interesting the home invasion
 3 that occurred shortly before this incident occurred
 4 just in -- because of the brazen manner that is
 5 involved in home invasion and the -- generally risk
 6 of violent crime that -- not that home invasion is
 7 not a violent crime. I think it is a violent crime,
 8 but a more violent crime when one does something
 9 like that.
 10 Q. Okay. And I appreciate your answer. I
 11 think you may have answered my question with your
 12 last statement, but my question is when you are
 13 looking at prior incidents in a particular area what
 14 types -- what factors for prior incidents indicate
 15 whether they are relevant to security or not?
 16 For example, whether or not it's a
 17 domestic incident versus stranger-on-stranger type
 18 of violence, that kind of thing. What do you look
 19 at?
 20 A. In an apartment complex I typically do not
 21 look at domestic incidents.
 22 Q. Does the time of day or week, is it
 23 relevant?
 24 A. It could be. In this case I did not
 25 consider it.

1 Q. Is when -- is when a criminal event
2 happened relevant? In other words, would you agree
3 with me that whether it happened before or after the
4 incident at issue is relevant to foreseeability?

5 A. Yes.

6 Q. Okay. So, in other words, if an incident
7 happened after Ms. Wright's incident, it bears no
8 relevance to foreseeability, does it?

9 A. I would typically not include those, and
10 if I did, I made a mistake.

11 Q. Okay. If an incident happens later, does
12 it have any relevance at all to your opinions on
13 security?

14 A. If the condition existed prior, and it
15 continues to exist, it does indicate to me that
16 there is a fault in the security program.

17 And speaking to that, when I went to the
18 property to measure the lighting, and you were
19 there, knowing that there was someone coming to
20 measure the lighting they still had lights that were
21 not operating which says to me their security --
22 their security awareness, their security program,
23 has some major problem, you know. I was very
24 surprised.

25 Q. Okay.

1 that I did not include. So these are those crimes
2 that appeared to be stranger-on-stranger crimes that
3 happened out in the parking lot that would have been
4 impacted by better lighting, courtesy officer
5 patrolling, better sight lines, things of this
6 nature.

7 Q. Okay. Looking on this first page, it
8 looks -- would you agree with me -- and we are going
9 to talk about some of the specifics in a minute, but
10 that the vast majority of the ones listed on this
11 page relate to motor vehicle theft or theft of
12 parts, that kind of thing?

13 A. That is what you have in parking lots.
14 That's right.

15 Q. All right. There is one dated
16 December 4th, 2006, which is assault. Do you see
17 that?

18 A. Yes.

19 Q. And that is stranger-on-stranger assault?

20 A. Yes.

21 Q. Okay. Further down there is a July 13th,
22 2008, attempted home invasion. Do you see that one?

23 A. I do.

24 Q. Was that when the people were home?

25 A. That is my understanding.

1 A. I don't normally see that.

2 Q. So going back to my original question
3 about post-Tony Wright's criminal incidents, you may
4 consider them to be relevant if the same condition
5 was present later?

6 A. Right. And continues to exist.

7 Q. Okay. Would you agree that whether crimes
8 are mostly theft or vandalism compared to crimes
9 involving violence is also a factor to consider when
10 looking at the relevance of criminal incident
11 reports to a case?

12 A. It's a factor to consider, yes.

13 Q. Let's take a look. I believe -- and I
14 apologize. I can't direct you to a specific case
15 because it's not numbered, but looking in Deposition
16 Exhibit Number 5, I'm going to a page that at the
17 top says, "Relevant parking lot crimes or outside."

18 A. Yep.

19 Q. You see that?

20 A. I got it.

21 Q. How did you determine these to be relevant
22 parking lot crimes? Is this just all the crimes
23 that occurred in the parking lot?

24 A. No. No. Some of these -- there were some
25 domestic issues that happened in the parking lot

1 Q. Okay. Outside of these -- and what I'm
2 really getting at here is what I'll characterize,
3 and I apologize if in law enforcement you guys
4 characterize it differently, but I'm talking about
5 what I would call violent crime, where somebody's
6 personal well-being may be impacted.

7 On the first page the only two instances
8 of violent crime or potentially violent crime are
9 the assault and the attempted home invasion,
10 correct?

11 A. Well, and here is the problem with
12 characterizing motor vehicle related crimes like
13 this as non-violent. If the owner of these cars had
14 come into the parking lot while these thefts were
15 taking place I think there is high likelihood that
16 they would have become not just a property crime,
17 but a crime against person.

18 And that is why I usually include those
19 because they are called precursor crimes. So the
20 crime had a high probability of becoming a violent
21 crime if someone had been discovered committing this
22 act. But other than that, your statement is
23 correct.

24 Q. Okay. So when you -- when you look at
25 cases for allegations of negligent security, do you

1 just automatically include all motor vehicle theft
2 or part theft because of what you just said?

3 A. I don't. If it's -- a lot of times if
4 it's in retail establishments where it's a whole
5 different kind of a situation, these people -- we
6 know these people are home because their cars are
7 here, you know. So we know that -- and the car --
8 usually they are in close proximity to the car.

9 It's not like they have gone inside a
10 100,000 square foot Wal-Mart, you know. So the
11 chance that this thing can turn sour is much higher
12 than in other cases. So I don't automatically
13 include them.

14 Q. Well, but in a retail establishment, would
15 you agree with me we generally know if somebody is
16 parking their car, they are going in to shop for
17 some reasonable amount of time, and then they are
18 coming back, right?

19 A. Right.

20 Q. So we know they are coming back to their
21 car, right?

22 A. Yes.

23 Q. If somebody is parked at their house, it
24 may be the next day. It may be an entire weekend
25 before they come back to their car, right?

1 A. May be.

2 Q. All right. But in retail establishment
3 cases you don't include motor vehicle theft or part
4 theft type incidents?

5 A. Typically don't.

6 Q. But in this case you've included them in a
7 residential area?

8 A. That's right.

9 (Mr. Ridgeway entered the room.)

10 BY MR. COMER:

11 Q. Looking at the second page, would you
12 agree with me that the vast majority on this page
13 are also vandalism or some type of theft of boat or
14 motor vehicle, that kind of thing?

15 A. I do.

16 Q. And I don't think there are any instances
17 on this page of what I would call violent crime like
18 assault or battery or anything like that, right?

19 A. I think you are correct.

20 Q. Okay. This list -- because I've gotten a
21 lot of criminal incident reports in this case.
22 Would this list constitute the ones you believe to
23 be relevant to your analysis?

24 A. Actually the ones that I would use in my
25 analysis, inside or outside of litigation, would be

1 what is on the first page.

2 Q. So the ones on the first page are it?

3 A. That is it. I found these others
4 interesting. The same issues are continuing. I
5 made the little note up there in the balloon because
6 I noted that Ms. Wright said that she was told that
7 there was a security -- that they had security
8 officers when she signed her original lease.

9 This seems to support the fact that they
10 did have security officers at the time. Also noted
11 I could find nothing where they told people that the
12 didn't have security officers.

13 Q. I'm sorry. Where -- when you are talking
14 about the balloon, what are you talking about?

15 A. On the second page, it's the 2003, 2004.

16 Q. Yes, sir.

17 A. See the balloon up there?

18 Q. Uh-huh.

19 A. All of these are just notes to myself.

20 Q. Right.

21 A. It says, "Guard company, South Carolina
22 Security Enforcement Agency, in 5/15/03 report.

23 Q. What does that mean?

24 A. There is a report of a crime on 5/15/03 at
25 the location. And noted in that crime is a

1 Lieutenant So-and-So from the South Carolina
2 Security Enforcement Agency.

3 I looked them up, and that is a guard
4 company. And he is trespassing somebody from the
5 property so -- at Wellspring. So it's reasonable to
6 infer that he's working for Wellspring since he's a
7 private individual. He wouldn't be trespassing
8 somebody on a property where he was not working.

9 Ms. Wright had testified that she was told
10 they had security officers when she signed her
11 lease. She signed her lease in 2003.

12 Q. Okay.

13 A. This seems to support the fact that they
14 did have security at the time.

15 Q. So you are suggesting by her testimony,
16 and the reference in a criminal incident report,
17 that at some point they had actual paid security
18 guards?

19 A. That's correct.

20 Q. Do you know that as you sit here today?

21 A. You know exactly what I know.

22 Q. Okay.

23 A. I have her testimony and I have this
24 criminal incident report from 2003.

25 Q. Okay. And so if your understanding is

1 correct, that is different from just having a
2 courtesy officer, right?

3 A. Absolutely.

4 Q. And just to make sure I'm clear, the
5 ones -- the criminal incident report on the page
6 that at the top says, 05-06-07-08, those are the
7 ones you believe to be relevant to your analysis?

8 A. Yes.

9 Q. The ones on the next page really aren't
10 relevant?

11 A. Well, they were interesting, you know.

12 Q. Okay. So at least in terms of the ones
13 listed at the page that has 05-06-07-08, looking on
14 that page, we basically just have two incidents of
15 violent crime where someone was assaulted or someone
16 was about to be part of a home invasion?

17 A. Yes.

18 Q. Two instances that predate Ms. Wright's
19 incident, correct?

20 A. Correct.

21 Q. Neither of these are abduction, right?

22 A. You are right.

23 Q. Do you know if -- neither of them,
24 obviously, involve instances of people assaulted by
25 someone hiding behind a shrub, right?

1 A. Not as far as I know.

2 Q. Do you remember from looking at any
3 criminal incident report where a victim said that it
4 was dark and there was a lack of lighting?

5 A. I don't remember that.

6 Q. Do you remember from looking at any
7 criminal incident report where a victim said that
8 the shrubbery was overgrown?

9 A. I don't remember that.

10 Q. Okay. Looking at the first page of your
11 site visit notes, I notice about four or five lines
12 down it says, "She advised that she approached her
13 apartment from the parking lot. There were two
14 black males that were seated on the ramp that led up
15 to her door." Did that come from the criminal
16 incident report?

17 A. It did.

18 Q. Further down, and I apologize I'm
19 backtracking to lights here, you say about halfway
20 down, "Lights could be turned out with a single
21 switch that is available to anyone, even outside the
22 apartment." What are you talking about there?

23 A. I can show you better with a picture, if
24 you are asking for that reason?

25 Q. Sure.

1 A. The photographs that I took --

2 Q. And since we've marked that as an exhibit,
3 you can just mark on there.

4 A. Okay. On every building there is a --
5 these got put back together upside down. There is a
6 panel like that on the outside of every building.
7 There is a single breaker in that panel right there.

8 And it says, breezeway lights or something
9 to that -- I apologize that you can't read what it
10 says, but it's actually written on there in a black
11 Magic Marker or something what these are.

12 When you flip that switch -- every
13 breezeway only has one light. Even though your
14 30(b)(6) Sam Foster said that he thought there were
15 multiple lights, they only have one light. And when
16 you flip that switch, it turns off all the breezeway
17 lights in that entire building, whatever building
18 this panel is attached to. And there is one
19 attached to every building.

20 There is at least one work order that
21 says, all the breezeway lights are out. From a
22 security standpoint I consider that to be a
23 deficiency. I would expect that panel to have a
24 lock on it because it directly can affect the
25 security of everybody in the building if I turn out

1 all the breezeway lights. That is what I'm
2 referring to.

3 Q. Can you initial the bottom of that page
4 just so we'll know the page you were talking about?
5 And put a one in case I talk about any other pages.

6 A. (Witness complied.)

7 Q. Looking at the page you've described, that
8 appears to be part of the larger breaker box --

9 A. It is.

10 Q. -- for the entire building; is that right?

11 A. It is.

12 Q. Is that where the meter is as well?

13 A. The meters are right above that.

14 Q. Who owns the breaker box? In other words,
15 does SCE&G have to come by and read these?

16 A. Yeah, but they don't own your meter base.
17 They only own the meter itself.

18 Q. They are providing the power, right?

19 A. They provide the power.

20 Q. Okay. Were these other boxes locked up?

21 A. Yeah. They have seals on them, the little
22 metal seal.

23 Q. Okay.

24 A. As a matter of fact, you can see them
25 right there.

1 Q. Uh-huh. Were all of these types of
2 boxes for every -- you didn't look at every
3 building, did you?
4 A. I looked at the two relevant buildings.
5 Q. Okay. And my question is --
6 A. Well, actually I did go look at the other
7 buildings that were between those two buildings, you
8 know. As we were walking between those two, we were
9 looking at the other buildings.
10 Q. Right. And I'm just trying to find out if
11 you formed any opinion as to whether all of these
12 boxes are open or if maybe there was a lock on this
13 one and it came off?
14 A. There was never a lock on any of them.
15 Q. And that is from all the ones you
16 observed?
17 A. Yes.
18 Q. Let me ask you a question. If there was
19 ever a fire at the building, and the Fire Department
20 needed to cut power or something, is there a reason
21 that any of these boxes would need to be open for
22 that?
23 A. No.
24 Q. Let me look for a minute. I haven't
25 really looked at your pictures yet. I'm looking at

1 A. Not that I know of.
2 Q. Okay.
3 A. And I may have a better picture there with
4 -- here you go. It says breezeway lights.
5 Q. Okay.
6 A. So --
7 Q. All right. Let's talk a little bit about
8 you relied on a lot of affidavits in this case,
9 right?
10 A. I did.
11 Q. And that was affidavits of -- were they
12 all former residents or some of them current
13 residents?
14 A. I don't really remember. The ones -- I
15 almost believe that anybody that I would have relied
16 on in this case would now be a former resident, but
17 I'm not sure.
18 Q. Okay. As a security expert if you
19 received a bunch of affidavits, is that relevant to
20 your analysis automatically?
21 A. Typically it's something I'm going to
22 consider anyway.
23 Q. Do you do thinking to test the reliability
24 of the affidavits?
25 A. I do not.

1 this other picture, and I'll just get you to put a 2
2 at the bottom if you don't mind so we will know
3 which one I was looking at, I'm asking you about is
4 there any reason -- are these all of the breezeway
5 lighting boxes or what are those?
6 A. Those are the boxes for the air
7 conditioning units.
8 Q. Okay.
9 A. That is the breezeway lighting box.
10 Q. I see.
11 A. These are the ones that turn off these
12 condensing units outside.
13 Q. Okay.
14 A. And they -- you are required by the
15 electrical code to have those. And they must be
16 open so that the technician can turn the unit off to
17 work on it.
18 Q. And that is the nature of my question is
19 I'm trying to find out if there is anything that
20 requires -- these are required for the air
21 conditioning units to be open?
22 A. Right.
23 Q. And is there anything that requires the
24 one for the breezeway lighting to be open that you
25 know of?

1 Q. You never spoke with any of these
2 individuals, right?
3 A. I did not.
4 Q. And we've already determined you can learn
5 a lot from speaking with someone, right?
6 A. Yes.
7 Q. Do you have any knowledge as to whether
8 any of them ever had any problems at Wellspring with
9 management?
10 A. No.
11 Q. Do you have any knowledge as to whether or
12 not any of them were ever evicted for not paying
13 their rent?
14 A. No.
15 Q. Do you agree those kinds of facts may be
16 relevant to the reliability of their affidavits?
17 A. They might.
18 Q. Did you ever ask for any work orders for
19 any of the affiants?
20 A. No.
21 Q. So you wouldn't have checked to see if
22 there was a work order reference for them reporting
23 what they say in the affidavit they say they
24 reported?
25 A. No.

1 Q. And you didn't do that, right?
 2 A. I did not.
 3 Q. Okay. Same things for shrubs or lighting?
 4 A. Correct.
 5 Q. None of these individuals witnessed Ms.
 6 Wright's incident, did they?
 7 A. I don't believe so.
 8 Q. Okay. And, in fact, I don't think any of
 9 theme even lived in her building, did they?
 10 A. I don't recall that they did.
 11 Q. Did you ever ask any of them -- or I'm
 12 sorry. Strike that. You don't know if any of them
 13 ever had any kind of personal injury related to a
 14 safety issue with regard to shrubbery, do you?
 15 A. I do not.
 16 Q. And you also don't know if any of them
 17 ever had a safety issue with regard to lighting not
 18 being enough for them to get to their residence, do
 19 you?
 20 A. I do not.
 21 Q. And at least it doesn't appear that any of
 22 them from their affidavits were ever abducted, does
 23 it?
 24 A. Does not appear.
 25 Q. Also doesn't appear from any of their

1 affidavits that any of them were ever victims of a
 2 violent crime, right?
 3 A. I'm not sure about that one.
 4 MR. COMER: Okay. Okay. I'm getting
 5 close.
 6 MR. HOOD: I don't know if it will
 7 help, but just for housekeeping perspectives I've
 8 probably got about 15 or 20 minutes of questions.
 9 MR. COMER: Okay.
 10 MR. HOOD: I didn't know -- if you
 11 get to a point where you are like, okay, I might ask
 12 him a couple more, but go on and ask yours.
 13 MR. COMER: I'm pretty close to being
 14 done.
 15 MR. HOOD: Okay.
 16 MR. COMER: I'm just trying to see if
 17 there is anything else.
 18 BY MR. COMER:
 19 Q. You talked about your fourth opinion, that
 20 the complex represented to residents that they had
 21 security either as officers or courtesy officers.
 22 Do you remember that?
 23 A. I do.
 24 Q. Do you intend to offer any other opinions
 25 concerning any misrepresentations of fact made by

1 the Defendants?
 2 A. I don't think so at this time.
 3 Q. If you change your mind, will you let your
 4 counsel know so he can let me know?
 5 A. I will.
 6 Q. Thank you. Do you plan to do any
 7 additional inspections or work in this case?
 8 A. Right now I don't, but things may change.
 9 Q. And, again, if that does, will you let
 10 Mr. Hood know?
 11 A. Sure.
 12 Q. Have we discussed all of your opinions in
 13 this case today?
 14 A. I believe so.
 15 Q. Okay. And you are providing them as a
 16 purported expert on security, right?
 17 A. I am.
 18 Q. Would you agree with me that someone else
 19 with your expertise may disagree with you?
 20 A. I would agree with that.
 21 Q. You testified earlier that Wellspring
 22 Apartments is a very unique property, remember?
 23 A. I did.
 24 Q. Did you look to see whether there are any
 25 other properties like it in South Carolina or around

1 the country that have public walking trails going
 2 through them?
 3 A. I did not.
 4 Q. So you wouldn't be familiar with any -- if
 5 there is such a property, you wouldn't be familiar
 6 with any security measures, lack of or otherwise,
 7 for any of those properties, right?
 8 A. I would not.
 9 MR. COMER: Tell you what, if you
 10 guys don't mind waiting, I'm just basically looking
 11 to see if I missed anything. We can take a
 12 five-minute break or --
 13 MR. HOOD: Sure.
 14 MR. COMER: -- we can just sit here a
 15 minute, either way.
 16 MR. HOOD: We can take five.
 17 (Recess 1:50 to 1:56.)
 18 BY MR. COMER:
 19 Q. Back on the record. Just a couple other
 20 quick questions. Have you ever reviewed the South
 21 Carolina Residential Landlord Tenant Act?
 22 A. I have.
 23 Q. Do you know if it contains anything within
 24 it that requires an apartment complex or landlord to
 25 provide security for a tenant?

1 A. I don't recall security being in it.
 2 Q. Well, if I've missed anything, I can't
 3 imagine what it is.
 4 A. I can't imagine what it is either.
 5 MR. COMER: So at this point let me
 6 turn it over.
 7 EXAMINATION
 8 BY MR. HOOD:
 9 Q. Let me just go through this because it's
 10 going to be quick. And then we'll get out of here.
 11 You get yours, and then we'll get out of here.
 12 Okay. The first thing I want to do is Brian asked
 13 you about what you would do when you would go to an
 14 apartment complex to determine whether there was
 15 something that needed to be done or not. Do you
 16 recall that whole line of questioning?
 17 A. I do.
 18 Q. Okay. And then used the term
 19 "methodology." Do you recall that?
 20 A. I do.
 21 Q. Okay. Now, before we go there, I think
 22 you said that the protocol that you utilized was
 23 from A.S.I.S.?
 24 A. It is.
 25 Q. What is A.S.I.S.?

1 A. A.S.I.S. International is the largest
 2 security practitioners organization in the world.
 3 45,000 members throughout the whole world. And it
 4 establishes some guidelines for performing security
 5 tasks. And the one that we are talking about here
 6 is A.S.I.S. International Guidelines for Security
 7 Analysis.
 8 Q. Okay. And are the -- is the A.S.I.S.
 9 Guidelines a protocol used in the apartment industry
 10 to help determine what security is needed or may be
 11 appropriate for the community?
 12 A. Yes.
 13 Q. Okay. And that is recognized in the
 14 industry?
 15 A. It is recognized in the security industry.
 16 The apartment -- the apartment industry itself, I
 17 don't know if they would know what that guideline is
 18 or not.
 19 Q. Right. But as far as determining the
 20 appropriate security at an apartment complex, is
 21 this the type of methodology and protocol that would
 22 be utilized?
 23 A. Yes.
 24 Q. And is that generally accepted within the
 25 security industry?

1 A. It is.
 2 Q. And remember when Brian asked you, he
 3 asked you about common sense?
 4 A. Yes.
 5 Q. Okay. And he said that, you know, so
 6 common sense lighting deters criminals. Do you
 7 remember that line of questioning?
 8 A. I do.
 9 Q. And I think you said that Sam Foster said
 10 that is common sense --
 11 A. Yes.
 12 Q. -- that lighting deters criminals?
 13 A. Yes.
 14 Q. Now -- and you agreed that was a common
 15 sense thing?
 16 A. Yes.
 17 Q. Lighting deters criminals. Now, is it
 18 common sense to be able to read a light meter? Does
 19 that take special qualifications to read a light
 20 meter?
 21 A. To utilize a light meter correctly it
 22 takes training and qualifications, yes, but --
 23 Q. And in order to determine whether it fits
 24 within the standard that you have enunciated, that
 25 requires specialized knowledge, right?

1 A. Yes.
 2 Q. And --
 3 A. And equipment.
 4 Q. And that is knowledge that you have
 5 acquired over the last 35 to 40 years?
 6 A. Correct.
 7 Q. Okay. And is that standard and that
 8 methodology used generally accepted in the security
 9 industry?
 10 A. It is.
 11 Q. And do you -- you also said low vegetation
 12 and trimming of the trees, having proper sight
 13 lines -- I mean good sight lines, that is common
 14 sense?
 15 A. Yes.
 16 Q. Good visibility is common sense, right?
 17 A. It is.
 18 Q. But as far as -- do you remember how you
 19 said it would be 30 to 36 inches and it would be
 20 trimmed about anywhere from 72 to 84 inches up with
 21 trees, do you recall that?
 22 A. I do.
 23 Q. Those specific criteria, that is something
 24 that would be specific knowledge, right?
 25 A. It is, yes.

1 Q. And that is something that is generally
2 accepted within the security industry, right?

3 A. It is.

4 Q. And when Brian was talking about -- I know
5 that we have got -- we've talked about security
6 issues. And we are talking about security industry
7 -- security issues within a specific industry, the
8 apartment or multi-unit family industry. Do you
9 understand what I'm talking about?

10 A. I do.

11 Q. Okay. Now, how many times have you
12 performed security evaluations for apartment
13 complexes?

14 A. Hundreds.

15 Q. And when you say hundreds, did you do them
16 as safety or security?

17 A. Well, I don't make the same distinction.
18 So I did them as security evaluations, but the goal
19 was to make the residents safe.

20 Q. Okay.

21 A. So -- and we discussed that distinction
22 between the safety and security, but they were
23 security evaluations designed to help make the
24 residents safe.

25 Q. And why do you do these evaluations for

1 their security. So I don't need to know how to do
2 what it is they are doing in order to evaluate and
3 design and advise on the security of that process,
4 if that makes sense.

5 Q. Sure. Is it more like a subset of a
6 portion of apartment management?

7 A. Yes.

8 Q. Okay. And why do you have special
9 qualifications to do that?

10 A. This is -- this is where my training is.
11 This is where my experience is. And this is
12 something that I have done for my entire life, but
13 the biggest single thing is I have done it outside
14 of litigation, made these recommendations, gone back
15 years later and seen a safer community as a result
16 of that.

17 So when I said -- and I wasn't saying it
18 facetiously earlier, when I said I know what works
19 it's because I know what I have recommended. And
20 then I have seen it reduce crime in that apartment
21 community.

22 Q. Okay. And you said that you've done
23 hundreds of evaluations of apartment communities for
24 their security issues?

25 A. Yes.

1 apartment complexes?

2 A. In some cases it's so that they can assist
3 with making their residents safe. In some cases
4 they want to avoid litigation. In some cases I'm
5 doing them as a result of litigation.

6 Q. And do you remember the conversation where
7 he asked you if you were an expert in apartment
8 management?

9 A. Yes.

10 Q. And you said no?

11 A. Yes.

12 Q. And he asked if you were an expert, I
13 believe, in multi-unit family ownership or something
14 like that. Do you recall that?

15 A. Yes.

16 Q. And you said no?

17 A. Yes.

18 Q. Do you have to be an expert in apartment
19 management or the ownership of apartments to
20 understand the security issues that are needed at an
21 apartment complex?

22 A. You do not. And let me -- and let me draw
23 an analogy. We talked about security at a nuclear
24 facility. I have no idea how to run a nuclear
25 facility, but I can damn sure tell them how to do

1 Q. And have you sometimes found apartments
2 that complied with what you considered to be proper
3 security?

4 A. Yes.

5 Q. And have you found those that you found
6 that did not meet security?

7 A. Yes.

8 Q. And have you been able to do a proper
9 analysis under either scenario?

10 A. I think so.

11 Q. And did you use the same methodology and
12 protocols in those other apartment complexes in this
13 particular apartment complex?

14 A. I did.

15 Q. Now, I know that Brian also asked you, he
16 said the geography sometimes matters, right?

17 A. It does.

18 Q. And that sometimes just the actual
19 specific location, if it was like in a much higher
20 crime area versus a lower crime area, it may make a
21 difference, right?

22 A. It does.

23 Q. But in regard to the specific illumination
24 aspect that you talked about, that standard, that
25 standard applies regardless?

1 A. It does.

2 Q. Right? And that is an industry standard,
3 right?

4 A. That is an industry standard.

5 Q. Okay. And the 36-inch height of a shrub
6 and the seven foot -- six to seven foot limbing up,
7 that is an industry standard?

8 A. It is.

9 Q. And what is something that applies to all
10 apartment complexes?

11 A. They do. It does.

12 Q. Regardless of geography or location?

13 A. That's correct.

14 Q. And the lighting regardless, right?

15 A. That's correct.

16 Q. Now, the courtesy officers, I know that he
17 asked you about that. And the courtesy officers it
18 was a little different, right?

19 A. It is.

20 Q. Now, in the -- and that is my
21 understanding from the conversation that you all
22 had. And so the courtesy officer -- and I
23 believe -- and I'm just going by what you testified
24 in regard to Brian.

25 It's my understanding that in regard to

1 of August that there was not a courtesy officer on
2 duty?

3 A. That's correct.

4 Q. And there wasn't one on duty from that
5 time up until the time of the abduction on September
6 18th, right?

7 A. And some time after that also.

8 Q. And some time after that?

9 A. Yes.

10 Q. Now, have you had an opportunity to review
11 the newsletters that they were sending to resident
12 during that time?

13 A. I have.

14 Q. And what did the newsletters indicate?

15 A. They indicated that there was a continuous
16 timeframe in which -- there was no indication in the
17 newsletters that were being sent to residents that
18 there was -- they had stopped having a courtesy
19 officer.

20 And in the newsletter that was provided to
21 me for August of 2008 they listed the number for the
22 security pager which would have been a pager that
23 the courtesy officer would have carried. And it's
24 my belief that there was no courtesy officer at that
25 time.

1 the courtesy officer you said there is some
2 evidence, you can't say for sure, but there is some
3 evidence that at some time in 2003 there was some
4 type of security officer on premises, right?

5 A. That's correct.

6 Q. And I believe you've seen Tony Wright's
7 deposition?

8 A. I have.

9 Q. And in Tony Wright's deposition she was
10 told that it was -- that there was security
11 provided. At least that was her testimony?

12 A. When she signed her lease, her original
13 lease.

14 Q. Okay. And then you've seen the deposition
15 of Karen Campbell and the 30(b)(6) deposition
16 deponents, right?

17 A. I have.

18 Q. And in those they said that there were
19 courtesy officers that were provided at this
20 apartment complex?

21 A. That's correct.

22 Q. Prior to this incident?

23 A. That's correct.

24 Q. And that -- but from about July --
25 sometime in July, end of July, middle of July, first

1 Q. And what did they indicate in the letter
2 to either call Richland County or the security
3 officer?

4 A. They had both numbers in there. And they
5 also said in that same newsletter that security was
6 a top priority.

7 Q. What kind of expectation does that give
8 someone who is a resident of the apartment complex?

9 MR. COMER: Objection. Form of the
10 question. You can answer.

11 BY MR. HOOD:

12 Q. Based on your education and experience,
13 training and knowledge of this specific industry in
14 performing of security evaluations in this and
15 dealing with people who have been victims of crime,
16 what is your professional opinion about the
17 expectation this creates in someone's mind?

18 MR. COMER: Same objection. Go
19 ahead.

20 THE WITNESS: I think that if they
21 believe that there is a courtesy officer out there
22 they may act differently than they would if they did
23 not think there was one out there. They may relax,
24 let down their guard, maybe not take the same
25 precautions because they think there is a courtesy

1 officer out there. They are relying on that
 2 courtesy officer to help protect them.
 3 BY MR. HOOD:
 4 Q. And how would you characterize that in
 5 regard to increasing the risk?
 6 A. Well, I think that it definitely increases
 7 the risk because, as I said, the potential victim
 8 might do things that are more risky because they
 9 believe there is a guardian there that is looking
 10 out for their safety. And that guardian doesn't
 11 exist.
 12 Q. Okay. Now, have you had an opportunity to
 13 read Karen Campbell's deposition?
 14 A. I have.
 15 Q. Okay. Now, in Karen Campbell's deposition
 16 did you see where she made a statement that this
 17 apartment complex did not have an obligation or
 18 responsibility to provide lighting?
 19 A. I saw that.
 20 Q. And then she said that if they did, they
 21 had to do it in a reasonable manner?
 22 A. That's correct.
 23 Q. Do you agree with that?
 24 A. I agree with that.
 25 Q. And --

1 A. Yes, he did.
 2 Q. Did you see the deposition of Ms. Roten
 3 and Mr. Foster from up in Philadelphia?
 4 A. I did.
 5 Q. And did you see where they said that what
 6 was done in this particular case at this particular
 7 shrub was something they called severe pruning?
 8 A. I saw that.
 9 Q. And did you see where they said that it
 10 would have to be approved by the home office as
 11 opposed to something that was in Shawn Howland's
 12 contract?
 13 A. I saw that.
 14 Q. Okay. And so who would be responsible for
 15 ensuring that these bushes were cut back to have a
 16 proper sight line in this case?
 17 A. The owners and management of Wellspring.
 18 Q. Okay. I'm going to look at your -- what
 19 has been marked as Exhibit 5. And in Exhibit 5, are
 20 these your -- where are your photographs?
 21 MR. COMER: And just before we all
 22 split up, make sure -- well, I'm sorry. He's taking
 23 that with him and then he's going to provide it to
 24 us.
 25 MR. HOOD: Yes. Put that back.

1 A. I don't agree with the fact that they
 2 didn't have an obligation. I do agree with the fact
 3 that if they undertook to do it, then they had to do
 4 it in a reasonable manner.
 5 Q. Okay. And if they undertook to do it, do
 6 you think that they did it in a reasonable manner?
 7 A. Absolutely not.
 8 Q. And is that based on all of the things
 9 that you have talked about today?
 10 A. It is.
 11 Q. Okay. Have you also seen in her
 12 deposition where she said that she did not think
 13 that they had a responsibility to provide
 14 maintenance to the vegetation, but if they undertook
 15 that they had to do it in a reasonable manner?
 16 A. I saw that.
 17 Q. Have you seen the deposition of -- I mean
 18 the affidavit of Shawn Howland?
 19 A. I have.
 20 Q. And in that affidavit did Mr. Howland
 21 discuss the contract that he had with this
 22 particular apartment complex?
 23 A. He did.
 24 Q. And did he say that he was only supposed
 25 to do maintenance or trimming of the shrubs?

1 BY MR. HOOD:
 2 Q. Okay. Do you see -- I'm looking at what
 3 has been Exhibit 11-F. And in 11-F do you see where
 4 it looks at a parking space that has some lines
 5 across it?
 6 A. I do.
 7 Q. And do you see a picture that you did
 8 after this occurred where there is a picture with
 9 lines across it?
 10 A. I do.
 11 Q. In both it appears there is truck, one is
 12 facing out in one picture in 11-F and the other one
 13 is facing in on your picture?
 14 A. Actually it's the same truck.
 15 Q. Okay.
 16 A. It is actually the same truck.
 17 Q. Okay. And when you look at those
 18 pictures, what is the big difference there?
 19 A. In the pictures taken right after the
 20 incident that occurred to Ms. Wright, the bushes are
 21 approximately -- I looked at the height of the
 22 balcony up here. They are approximately 10 feet
 23 high. And in the pictures that were taken when I
 24 was there the bushes are approximately a foot and a
 25 half or two feet high.

1 Q. Okay. And are you able to see between the
2 bushes?

3 A. You can see between the bushes.

4 Q. Do you see anybody that is 5'6" to 6'
5 being able to hide behind those bushes?

6 A. I don't see any way that could happen.

7 Q. If somebody is back here at the back of
8 the truck, do they have a sight line to anybody that
9 is either standing behind the bushes or sitting on
10 the steps or sitting on the ramp?

11 A. Absolutely.

12 Q. And -- now, you were out there after this
13 occurred, right?

14 A. I was.

15 Q. The bushes were cut back to the 36 --
16 approximately 30 to 36 inches where this occurred,
17 right?

18 A. That's correct.

19 Q. Now, how were the rest of the bushes in
20 the apartment complex?

21 A. This is the next building down, the one
22 that is closer to Harbison from Ms. Wright. There
23 is a ramp behind these bushes. We can't see the
24 ramp. We can't see the rail. We can't see
25 anything. It's being hidden by bushes that are -- I

1 reasonable manner.

2 A. I saw that.

3 Q. And do you agree with that?

4 A. I agree with that.

5 Q. And do you think that what they did with
6 their courtesy officers was reasonable?

7 A. No.

8 Q. And is it all of the things that you have
9 explained to Mr. Comer?

10 A. It is.

11 Q. Okay. He asked you -- I'm almost through.
12 He asked you about some of these site visits to
13 those other properties?

14 A. Yes.

15 Q. And he said that even in spite of their
16 signage, vegetation, and lighting you still saw, you
17 went to those properties, right?

18 A. I did.

19 Q. Did you do that because you had a job to
20 do?

21 A. Certainly.

22 Q. And you were asked to do a job a specific
23 way?

24 A. Yes.

25 Q. Okay. Were these people that did this, do

1 don't know how to tell that. That one right there
2 is approaching the bottom of that balcony up there.

3 So it's -- as I mentioned in testimony,
4 about the only place where I saw the bushes that
5 were pruned back to a reasonable height was where we
6 had had the incident.

7 Q. Now, do you know why they picked that one
8 little spot out of that whole huge complex to trim
9 the bushes to 30 inches or 36 inches, but nowhere
10 else on the entire complex?

11 A. I have no idea.

12 Q. Okay. Now, if they are able -- if they
13 have the ability to do it at that particular spot,
14 do you have an opinion about their ability to do it
15 anywhere else?

16 MR. COMER: Objection.

17 THE WITNESS: It would seem
18 reasonable that they would have ability to do it
19 anywhere they want to do it.

20 BY MR. HOOD:

21 Q. Okay. Now, you have -- you have seen
22 where also I think Karen Campbell, she stated that
23 they didn't have an obligation to provide courtesy
24 officers, but that they did for a specific period of
25 time. And if they did it, they had to do it in a

1 you know if they were on their to do a job?

2 A. I don't think so. At least not a
3 legitimate job.

4 Q. Okay. Now, you've talked about these four
5 major opinions you had, right? You recall that?

6 A. Yes.

7 Q. But you've also said that you thought they
8 had a very poor -- in regard to security, they
9 had -- they scored very poor in regard to access
10 point, right?

11 A. Yes.

12 Q. Do you feel that they fell below the
13 industry standard in regard to that?

14 A. Well, I feel that that -- the numbers of
15 access points to the property placed an additional
16 responsibility on them to perform these other
17 security measures in an adequate manner because it's
18 going to make the ability for an undesirable person
19 to enter their property much easier.

20 Q. Okay. You've also seen where -- you've
21 read depositions of the different people, right?

22 A. I have.

23 Q. And you've seen where they said that they
24 would do a walk around the property at night
25 every --

1 A. Quarter.
 2 Q. Every quarter?
 3 A. Every quarter.
 4 Q. Is that adequate risk management?
 5 A. I have never seen that practice. A more
 6 common practice, if there is no one residing on the
 7 property, is to have a maintenance individual or a
 8 management person walk the property once a week.
 9 But what I see in a lot of properties is somebody
 10 checks every night.
 11 Q. Okay. And -- but they assume the
 12 responsibility of doing this every 90 days, right?
 13 A. Yes.
 14 Q. And do you consider that risk management
 15 to have been reasonable?
 16 A. No.
 17 Q. And is that below the standard of care?
 18 A. Yes, it is.
 19 Q. And is the standard that you are referring
 20 to the standard in the industry?
 21 A. It is. It's an industry standard.
 22 Q. Now, Mr. Comer also said -- and I'm going
 23 to ask you a why question. He said that in the
 24 policies and procedures, and I think you've said
 25 you've seen it, where Wellspring said they are not

1 responsible for security?
 2 A. Yes.
 3 Q. And then he said -- he asked you if SCE&G
 4 was responsible for the lighting? And you said,
 5 well, no, they are just there to put it upon the
 6 request of Wellspring?
 7 A. Yes.
 8 Q. Do you recall that?
 9 A. Yes.
 10 Q. And then he said, well, why is Wellspring
 11 responsible for security if they say they are not
 12 responsible, but you don't think SCE&G is
 13 responsible when they put the lighting out there?
 14 Do you recall that question?
 15 A. I do.
 16 Q. My question is why did you answer no to
 17 that?
 18 A. Why did I answer no that --
 19 Q. What Wellspring is responsible for
 20 security, but SCE&G is not responsible for the
 21 lighting?
 22 A. I don't think I answered that. That is my
 23 belief. Wellspring is responsible for security.
 24 SCE&G is not responsible for the lighting. They are
 25 responsible to -- they must respond in a reasonable

1 manner to the request to repair the lighting.
 2 Q. Okay.
 3 A. But I don't think they have the
 4 responsibility to go around and check and see if the
 5 lighting is working.
 6 Q. Now, why is -- if Wellspring says they are
 7 not responsible for security in their policy and
 8 procedure, why do you think they are responsible?
 9 A. Because I think that that is -- they have
 10 undertaken to provide a place for people to reside.
 11 And to think that -- and this is my opinion. To
 12 think they can absolve themselves by saying, "We are
 13 not responsible," to me is not a reasonable posture
 14 to take. Not a reasonable business posture to take.
 15 That is the best answer I can give you.
 16 Q. Sure. Now, he asked you -- and I think I
 17 am through here or got two more little areas. He
 18 asked you about the affidavits?
 19 A. Yes.
 20 Q. And he asked you about did you talk to
 21 them? Did you look and see if they had had problems
 22 with Wellspring? Did they have a romantic interest?
 23 You heard him ask you those questions, right?
 24 A. Right.
 25 Q. And -- now, there were a bunch of them?

1 A. There were.
 2 Q. They all talked about lighting, didn't
 3 they?
 4 A. Well, A lot of them talked about lighting.
 5 Q. A lot of them talked about it. And a lot
 6 of them talked about complaining about the lighting?
 7 A. They did.
 8 Q. And a lot of them talked about the
 9 vegetation?
 10 A. Yes.
 11 Q. And a lot of them talked about complaining
 12 about the vegetation?
 13 A. They did.
 14 Q. Okay. So did the totality and the number
 15 of them play any part in your opinion?
 16 A. Absolutely.
 17 Q. And why is that?
 18 A. Because I just find it hard to believe
 19 that that many people would all lie about the same
 20 two or three things. It just defies reason. And I
 21 try to be a reasonable person. And I just simply
 22 believe that what they were attesting to was true.
 23 Q. Okay. Now, this is the last little area I
 24 have. I believe you testified that this was a very
 25 unique apartment complex. And at the very end of

1 this Mr. Comer said, you know, so this is a very
2 unique property. And you haven't looked at any
3 other unique properties like this. And you said,
4 no, I have not looked at other properties. Do you
5 recall that?

6 A. I do.

7 Q. Okay. Does the uniqueness of this
8 property allow them to absolve themselves of the
9 industry standards?

10 A. I don't think so.

11 Q. And why is that?

12 A. Because they are still responsible for
13 meeting that standard. The uniqueness actually
14 places an additional burden on them, I think. First
15 of all, this property is more like a -- it's more
16 like an area that is more open like a strip shopping
17 center or something because anybody can go from any
18 direction into this property at any time. And there
19 is no control over it.

20 So, you know, I believe that the
21 uniqueness rather than absolving them of the
22 responsibility of meeting the standard, places an
23 additional burden on them to meet the standard.

24 MR. HOOD: Okay. Could you give me
25 just -- can we take about a two-minute break? I

1 just want to make sure with Jordan, make sure there
2 is nothing else.

3 MR. COMER: Okay.

4 (Recess 2:23 to 2:26.)

5 BY MR. HOOD:

6 Q. You recall these newsletters?

7 A. I do.

8 Q. Now, they gave a security pager number to
9 call in case there was a crime.

10 A. They did.

11 Q. And do you consider -- that is still a
12 provision of security giving them a security pager,
13 right?

14 A. I think so.

15 Q. And when they took the responsibility of
16 providing this security pager, even though there was
17 no security officer present, was that reasonable?

18 A. I think it was very unreasonable.

19 Q. Would you consider it to be reckless?

20 A. I think it was reckless.

21 MR. COMER: Objection.

22 MR. HOOD: Okay. That is all I have.

23 MR. COMER: One second. I'm going to
24 have some redirect.

25 FURTHER EXAMINATION

1 BY MR. COMER:

2 Q. I'll try and be as quick as I can. Do you
3 think the ordinary person needs a light meter to
4 determine whether or not an area is too dark or has
5 enough light?

6 A. No.

7 Q. Do you think an ordinary person can look
8 at the pictures in Deposition Exhibit Number 11 and
9 make a determination as to whether the bushes are
10 overgrown or not?

11 A. I think the great majority of people would
12 say those bushes are overgrown.

13 Q. Okay. And they don't need you to tell
14 them that, do they?

15 A. Well, I can tell them what they need to
16 cut them to.

17 Q. Okay.

18 A. But I think they can look and say, those
19 are overgrown.

20 Q. Okay. Now, there were some questions
21 posed to you about -- and I think -- I'm not trying
22 to misrepresent what Mr. Hood was asking, but I
23 think he said, did you review the deposition of
24 Karen Campbell? And she said, we don't have an
25 obligation to provide lighting, but if we do, we

1 have to do it in a reasonable manner. Do you
2 remember that question?

3 A. I do.

4 Q. And you agreed with that, right?

5 A. I do.

6 Q. Do you remember at the beginning of this
7 deposition when I asked you a bunch of questions
8 distinguishing between safety and security? Do you
9 remember that?

10 A. I do.

11 Q. And you understand from my questions that
12 I'm drawing a distinction between what is necessary
13 for people to basically have access without
14 non-intentional personal injury versus deliberate
15 intent to do harm? Do you understand that?

16 A. Yeah. I understand it. I
17 understand where you get it from. I
18 understand that.

19 Q. Okay. What I'm asking is would you agree
20 with me that there is probably a different degree of
21 lighting that is needed for someone to get to their
22 apartment without having a personal injury versus
23 the amount of lighting that may be necessary for
24 security?

25 A. Yes. Actually the amount of lighting that

1 is recommended by this same lighting body is more
2 for safety than it is for security.

3 Q. Okay.

4 A. So -- and that is where the 10 foot
5 candles at the entrance and everything comes from.
6 That is all from the safety lighting side.

7 Q. Okay. But you would agree with me that
8 what is not at issue in this case is whether Ms.
9 Wright had a personal injury from not being able to
10 find her apartment okay, right? In other words, she
11 could see well enough to get to her apartment,
12 right?

13 A. As far as I know.

14 Q. Okay. You would defer to her testimony in
15 that regard?

16 A. Yes.

17 Q. Okay. And if I'm asking if -- my question
18 is directed toward the safety issue of whether
19 someone can get to their apartment without bush
20 branching being in the way. Did you see any bushes
21 during any of your site visits that impeded
22 someone's ability to get to their apartment?

23 A. I did.

24 Q. You saw bushes that impeded someone?

25 A. Absolutely.

1 Q. Okay. Whereabouts?

2 A. Over on the section where 401 is there are
3 sidewalks with bushes hanging well more than halfway
4 over the sidewalks.

5 Q. And that was near Area 401?

6 A. It's when I was in that area over there
7 with that group of the Wellspring Apartments are.
8 I'm trying to think if I saw any when I was in --
9 when I was in the other side. I just recall those
10 as seeing those there. I even know the name of the
11 bush if I can think of it, but I can't. But anyway,
12 yes, I did see some like that.

13 Q. From your investigation do you know of
14 anyone who had any personal injury as a result of
15 tripping over that bush?

16 A. I did not investigate that.

17 Q. Okay. Do you think there is a distinction
18 between whether someone reasonably provides for
19 lighting for safety versus what they reasonably
20 provide for lighting for security?

21 A. A distinction in what manner?

22 Q. In other words, again I'm asking if
23 Mr. Hood said, do you agree that if somebody
24 provides lighting they need to do it reasonably,
25 right?

1 A. Yes.

2 Q. Okay. And my question is do you think
3 that there is a distinction between the amount of
4 lighting that they need to provide for a safety
5 issue versus the amount of lighting they need to
6 provide for security issues?

7 MR. HOOD: Objection to the form.

8 THE WITNESS: Well, if anything I
9 would think that the safety lighting needs to be
10 higher, the amount of lighting needs to be higher,
11 than the amount of lighting for security.

12 BY MR. COMER:

13 Q. In other words, it needs to be really
14 bright so that they can get to their apartment okay?

15 A. It just needs to be higher.

16 Q. Okay. Same question for shrubbery and
17 vegetation. Do you believe there is a distinction
18 between what is reasonable for someone to do for a
19 safety issue versus what is reasonable for someone
20 to do for a security issue?

21 A. There is a distinction.

22 Q. And what is that distinction?

23 A. Well, I think you've articulated it fairly
24 well in your questions.

25 Q. Okay. Which is for the safety issue they

1 need to be able to have free passage. For the
2 security issue it needs to make it where no
3 criminals can be lurking?

4 A. And, you know, that brings up an issue --
5 a little point that I noticed in reviewing the
6 30(b)(6) and Karen Campbell's depositions. They
7 keep talking about the right of ingress and egress.

8 Ms. Wright was trying to go to her
9 apartment when she was intercepted by these two
10 criminals. So she was trying to enter her apartment
11 and she was not allowed to because of the condition
12 of the property and the actions of these two men.

13 Q. The two men prevented her entry, right?

14 A. And they were there because of the
15 condition of the property.

16 Q. Okay. Do you remember her testimony? I'm
17 looking at Exhibit Number 11, Page F. Do you
18 remember she said something, and her testimony will
19 speak for itself, but that she was approaching the
20 ramp to her apartment by way of the sidewalk. Do
21 you remember that?

22 A. Yes.

23 Q. Okay. And do you agree with me there is
24 no sidewalk here under the bushes, right? In other
25 words, you are pulling it to the curb and there is

1 no sidewalk right there?

2 A. Yes.

3 Q. So that would from her testimony appear to
4 indicate that she was accessing it here from the
5 bottom right of Page F, which is the beginning of
6 the sidewalk here, would you agree?

7 A. It would appear to.

8 Q. Okay. How much distance is there between
9 this point where she would have stepped on the
10 sidewalk and let's assume they were sitting on the
11 ramp. I believe she put an X on one of the exhibits
12 that it was here around the bush? How much --

13 A. I didn't measure it. I don't know.

14 Q. You don't know how much distance there is
15 there?

16 A. No, not really. I would hate to guess.

17 Q. Looking at Page F, which is kind of a side
18 angle of the bush, and looking at Page D, I'll
19 represent to you that in one of the deposition
20 exhibits Ms. Wright put an X on one of these
21 pictures that the criminals in question were right
22 up around here on Page E. And I'm just kind of
23 marking right up there at the top of the railing,
24 you see that?

25 A. Yes.

1 Q. You don't have any idea as you sit here
2 today how much distance there is between that area
3 on Page E at the top of the railing versus where she
4 would have first stepped on the sidewalk somewhere
5 down here at the bottom of Page F?

6 A. I don't really know.

7 Q. Would that have an impact on any opinions
8 you have regarding her ability to remove herself
9 from the situation?

10 A. I don't think so. She had made the
11 decision to get out of her car at that point in
12 time. I think at that point in time she had -- she
13 was in danger.

14 Q. Is there any industry standard on access
15 points?

16 A. I don't believe so.

17 Q. Some questions were asked about SCE&G and
18 whether or not they have any liability or fault
19 regarding lighting. You said, I think, "If SCE&G
20 gets a call, they must respond within a reasonable
21 amount of time, if requested." Do you remember that
22 testimony?

23 A. I do.

24 Q. If that light was out, and Wellspring
25 management called and said it needs to be replaced

1 and it wasn't, do you then think they have any fault
2 for lighting?

3 A. Well, I saw or have seen in the past where
4 sometimes it would be out because there was a cable
5 that was faulty in the ground or the fixture itself
6 was broken. I think it's a case-by-case basis.

7 And you would have to know why was it out,
8 what needed to be done, you know, how soon did they
9 schedule it, you know. It's just like I recall in
10 reviewing the work orders, there was a breezeway
11 light that stayed out for a long period of time
12 because some sort of a cell was bad. And they had
13 to order the cell or something so the breezeway
14 light stayed out. I can see that as being a
15 parallel kind of circumstances.

16 Q. Have you ever seen a representation that
17 the security pager went to the courtesy officer?

18 A. That was my understanding from the
19 testimony that is where it went.

20 Q. Okay.

21 A. Or to some way that called the security
22 officer. I actually think that the pager had become
23 a cell phone, and they were calling it a pager.

24 Q. Do you know who had the security pager
25 during the time period in question when Ms. Wright's

1 incident occurred at Wellspring Apartments?

2 A. The only thing I know for sure is it was
3 not a courtesy officer.

4 Q. If it was a member of management who would
5 have been in a position to call for help or call the
6 police, that kind of thing, would that also be a
7 provision of security?

8 A. I think it's a misrepresentation.

9 Q. So when it says security pager, you think
10 the term "security" means it's going to a security
11 officer?

12 A. Somebody they can expect to help them and
13 who is going to be on the property.

14 Q. Is it fair to say you have a substantial
15 amount of experience in interviewing people?

16 A. Yes.

17 Q. Is it possible to influence the substance
18 of what someone states during an interview by
19 suggesting certain things to them?

20 A. I suppose, but that is really speculation.

21 Q. Well, let me just ask you a couple
22 questions. If I call someone and say, how was your
23 experience at Wellspring Apartments? And they say
24 fine. And then I say, well, did you ever think the
25 vegetation was a little bit too high? Would that

1 be appropriate interviewing?
 2 A. They've still got to make an affirmative
 3 response, you know. So --
 4 Q. Under that situation do you think there is
 5 any suggestion of what the response should be?
 6 A. Oh, yeah.
 7 Q. Same question, did you ever think the
 8 lighting was too dim? Would that suggest a certain
 9 response?
 10 A. It does, but it doesn't mean that the
 11 person is going to lie. You know, I don't think --
 12 I think, you know, sometimes you have ask a yes-no
 13 question to get to the next question. So I don't
 14 necessarily think that people will lie because you
 15 are asking a yes-no question.
 16 Q. Okay. And you never contacted any other
 17 residents or walked around and asked any residents
 18 during any of your site visits what their experience
 19 was like, did you?
 20 A. No. Mr. Comer, I could see the bushes
 21 were too high. And I could see the light was too
 22 dim, so I didn't need to ask anybody.
 23 Q. I understand that, but to the extent you
 24 are relying on any affidavits --
 25 A. Yes, you are right.

1 Q. -- to support that, I'm trying to find out
 2 if there -- if you made any contrary or other
 3 attempts to find any contrary opinion?
 4 A. I did not.
 5 MR. COMER: Okay. That is fine.
 6 Then we'll leave it at that. I think I'm finished.
 7 FURTHER EXAMINATION
 8 BY MR. HOOD:
 9 Q. I just have one quick little thing. Brian
 10 had asked you about these pictures. If you would
 11 give me your pictures real quick? And I'm looking
 12 at those same -- it's going to be -- I think it's
 13 11-F. And then on your site visit --
 14 MR. HOOD: We are going to have to
 15 mark these. Let's go ahead and mark these.
 16 MR. COMER: Just put a 3. I think
 17 that is the third -- just to keep up with the ones
 18 you are asking him about, that is what I've had him
 19 do.
 20 MR. HOOD: All right. We are going
 21 to mark this as Picture 3.
 22 MR. COMER: Sure.
 23 THE WITNESS: These are all of my
 24 site visit pictures.
 25 MR. HOOD: Have got this marked as an

1 exhibit?
 2 MR. COMER: We do.
 3 BY MR. HOOD:
 4 Q. Okay. Now, on what has been marked as
 5 Picture 3, which is in the upper left-hand corner,
 6 the first picture, it's similar to the one that is
 7 11-F, right?
 8 A. It is.
 9 Q. Okay. Now, I want you to look at that in
 10 conjunction with the affidavit of Ms. Tony Wright.
 11 Okay?
 12 A. Okay.
 13 Q. Read Paragraph 8 for us.
 14 A. "As I walked toward the ramp leading to
 15 the building I was suddenly and unexpectedly
 16 confronted by two men who jumped from behind the
 17 shrubbery. The men were not visible when I parked
 18 and exited my car due to the height and width of the
 19 overgrown shrubbery and the lack of lighting in the
 20 area. The men abducted me at gunpoint and
 21 threatened to take my life."
 22 Q. If you could read the next?
 23 A. This is Paragraph 9. "If proper lighting
 24 had been provided and the shrubbery kept trimmed to
 25 low height, I would have been able to see these men

1 prior to parking and exiting my vehicle."
 2 Q. Okay. Now I want you to look at
 3 Picture 11-F and Picture 3 on your exhibit. Do you
 4 see that?
 5 A. I do.
 6 Q. Is there a difference in those?
 7 A. Absolutely.
 8 Q. Okay. And do you agree with her -- I
 9 mean, as far as if proper lighting and if the bushes
 10 had been cut -- or just the bushes. If the bushes
 11 had been cut back, she would have been able to see
 12 these folks, wouldn't she?
 13 A. It was still dim, but she should have been
 14 able to see figures there anyway.
 15 Q. And she would have -- when she came in her
 16 lights would have cut across that area, wouldn't it,
 17 when she parked in there?
 18 MR. COMER: Objection.
 19 THE WITNESS: I don't know that.
 20 BY MR. HOOD:
 21 Q. Okay. But if you could read the next
 22 paragraph for us?
 23 A. Paragraph 10. "If I had been able to see
 24 these two men in the shrubbery or even sitting on
 25 the ramp leading to my apartment, I would not have

1 gotten out of my car and attempted to walk to my
2 apartment door or alternatively if I had been able
3 to see these -- those men as I was approaching the
4 walkway and ramp, I would have been able to make a
5 safe exit to my car or a neighboring apartment to
6 call for assistance. In either situation I would
7 have been able to safely remove myself from a
8 suspicious and potentially dangerous situation
9 before they had a chance to abduct me at gunpoint."

10 Q. Do you agree with that?

11 A. I do.

12 Q. Now, Mr. Comer asked you, he said, "Do you
13 know how far it was from like around the bush down
14 to here on the sidewalk?" Do you remember that?

15 A. I do.

16 Q. But according to her, if she had seen them
17 because the bushes were low or the lighting was good
18 or both, she would have never even gotten out of her
19 car, right?

20 A. That is what it appears she is saying
21 there.

22 Q. And if she did get out of her car, if she
23 had seen them even if she was behind her car or up
24 in the parking lot, she would have just went back
25 and got in her car and drove away?

1 A. Or gone to the neighbor for help.

2 Q. And would that have prevented this from
3 occurring?

4 A. It would have.

5 MR. HOOD: Okay. That is all I have.

6 FURTHER EXAMINATION

7 BY MR. COMER:

8 Q. If she was at the bottom at the sidewalk,
9 which is where she testified she was, and if they
10 were sitting on the ramp instead of behind the
11 bushes as she put in her affidavit, she could have
12 turned around and gone back to her car, couldn't
13 she?

14 A. I mean, I'm not sure what you are saying.

15 Q. I'm saying if she took the route to the
16 sidewalk, and if they were sitting on the ramp in
17 front of her, and she sees them, she could have
18 turned around and gone back to her car, couldn't
19 she?

20 A. As I answered you before, I think at that
21 point she was already in danger. She is 60-plus
22 years old. They are young males. I mean, they are
23 of opposite races. I think at that point when she
24 got close to them she was out of options. She may
25 have perceived herself as being out of options. We

1 may say that she could have jumped and run and done
2 something, but she may have perceived herself --
3 this woman may not have run in the last 10 years.

4 Q. So you are saying that if she saw them
5 from let's say it was five to 10 feet of distance,
6 and the distance will speak for itself, she couldn't
7 have turned around at that point and gone back to
8 her car?

9 A. I would say it's very likely that she
10 perceived that she could not turn around and go back
11 to her car.

12 Q. And, in addition, just because somebody is
13 in their car doesn't completely insulate them from
14 criminal activity. I mean, carjackings happen all
15 the time, right?

16 A. Yes. And we have a lot more options. You
17 can lock the doors. You can blow the horn. You can
18 just sit on the horn, and frequently be very
19 successful in thwarting whatever is happening.

20 Q. And since we are talking about criminals
21 here who are -- intend to do harm, even if she
22 stayed in her car, if they made the decision they
23 could have possibly even attacked her in her car,
24 right?

25 A. I don't know.

1 MR. COMER: Okay. That is all the
2 questions I've got.

3 MR. HOOD: That is it.

4 Further Deponent sayeth not.

5 (Whereupon, the taking of the
6 deposition was concluded at 2:46 p.m.)

Certificate of Reporter

I, Jeffrey M. Thomas, Registered Professional Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the deposition of William F. Booth, CPP on the 20th day of September, 2012; that the witness was first duly sworn by me, and that the foregoing 239 pages constitute a true and correct transcription of the said deposition.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter sealed and delivered to Brian Comer, Esquire, Collins & Lacy, P.C., 1330 Lady Street, Suite 601, P.O. Box 12487, Columbia, South Carolina 29211. This sealed original transcript shall be retained by the above party, who shall be responsible for filing same with Court prior to trial or any hearing which might result in a final order on any issue.

In witness whereof I set my hand and seal this 23rd day of September, 2012.

Jeffrey M. Thomas, RPR

My Commission and Notary Public for the expires 12/14/17 State of South Carolina

ERRATA PAGE

Page # Line # Change/Correction (& Explanation)

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The above changes were noted by me on this errata page before signing the attached Verification of Deponent. I have retained a copy of this errata page for my records, and the court reporter is to attach this page and my verification to the original transcript.

Dated: _____

William F. Booth, CPP

Verification of Deponent

I, William F. Booth, CPP, have read the foregoing deposition testimony, which was reported by Jeffrey M. Thomas, RPR and Notary Public in and for the State of South Carolina, on September 20, 2012.

I find the transcript of the deposition to be a true and accurate transcript according to my testimony on that date, with the exception of _____ corrections as listed on the attached errata page, which was filled in by me.

William F. Booth, CPP

_____, 20____.