

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

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APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

S.C. SUPREME COURT

Roger L. Couch, Circuit Court Judge

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Opinion No. 5490 (S.C. Ct. App. Withdrawn, Substituted, and Refiled August 16, 2017)

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Anderson County.....Petitioner,

v.

Joey Preston and the South Carolina Retirement System.....Respondents.

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**APPENDIX TO ANDERSON COUNTY'S  
PETITION FOR WRIT OF CERTIORARI  
VOLUME III**

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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Roger L. Couch, Circuit Court Judge

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Case No. 2013-002499

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Anderson County .....Appellant,

v.

Joey Preston and The South Carolina Retirement System ..... Respondents.

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William McAbee - Redirect examination  
by Ms. Parham

1 MS. PARHAM: Thank you, Your Honor.

2 THE COURT: Yes, ma'am, excuse me.

3 REDIRECT EXAMINATION

4 BY MS. PARHAM:

5 Q Mr. McAbee, you were asked if anything prevented you  
6 from being reappointed to the Anderson County Economic  
7 Development Board after your terms, is that correct?

8 A Yes.

9 Q And, in fact, you were never reappointed, were you?

10 A I was not.

11 Q And you have not served since 2008, correct, in any  
12 capacity?

13 A No.

14 Q Ms. Kern-Fuller asked you questions about an issue  
15 involving the Beaver Dam Sewer Line---

16 A Yes.

17 Q ---and Ms. Wilson.

18 When did the issue surrounding that controversy occur?

19 A Well, they started sometime prior to 2000. Yes, 2000.

20 Q 2000?

21 A Yes.

22 Q Okay.

23 A They'd been -- and it went on till completion of the  
24 sewer line.

25 Q Your business with Ms. Plummer was Peerless Economic

William McAbee - Redirect examination  
by Ms. Parham

1 Development, correct?

2 A That -- it, it was not a LLC or a, any kind of tax  
3 paying entity. It was really more of a marketing name or a  
4 team name I guess you would say. It was not a -- it didn't  
5 have any accounts. It didn't pay out or receive any monies.

6 Q Okay. But you were involved in a business with Ms.  
7 Plummer that involved site consulting and selling real  
8 estate to companies locating in Anderson County, correct?

9 A It was -- it, again, Peerless Economic Development,  
10 wasn't a business as or like an organized business. It's  
11 more of a marketing name or a team name that we were both  
12 individually independent contracts working under Allison  
13 Properties. But what work we did together, we just marked  
14 it as a team as Peerless Economic Development.

15 Q Not to get hung up on a name, the, the point I'm trying  
16 to get at or the question I'm trying to ask you, were you  
17 and Ms. Plummer involved in any business, whatever the name,  
18 whatever the shape, that was, that was -- that benefited  
19 from bringing companies to Anderson County?

20 A Not, not from what anything we did involving Anderson  
21 County. The one transaction we were both involved in, we  
22 went and pursued the prospect -- found the prospect, pursued  
23 them ourself, and we did it all on our own. There was no  
24 county involvement.

25 Q My question is actually more -- is not that specific.

William McAbee - Redirect examination  
by Ms. Parham

- 1 I'm asking you about the nature of the business that you  
2 operate in, outside of your role as a council member, with  
3 Ms. Plummer, and you testified, in your deposition, that the  
4 nature of that business was doing site consulting and  
5 selling real estate to companies locating to Anderson  
6 County, is that true?
- 7 A Well, not just Anderson County. Anywhere in South  
8 Carolina, but, yes, that's --.
- 9 Q Okay. And your travel for the county all over the  
10 country planted seeds, as Ms. Kern-Fuller characterized it,  
11 for companies to locate to Anderson County, correct?
- 12 A Yes, specifically for Anderson County.
- 13 Q Wasn't that the goal of every trip?
- 14 A It was to promote Anderson County.
- 15 Q And I believe that Ms. Kern-Fuller pointed out, that  
16 during your trip for the Rail Trends Conference in 2008,  
17 that there was -- there's an exhibit up there, I believe  
18 it's 72, that deals with the registration.
- 19 A Yes.
- 20 Q And I believe you testified that you were reimbursed  
21 for your registration, but not for Ms. Plummer's, correct?
- 22 A That's correct.
- 23 Q But the rest of the expenses for that trip, the meals,  
24 the entertaining, the food, drinks, lodging, and airfare,  
25 for Ms. Plummer was all paid for by the county, correct?

William McAbee - Redirect examination  
by Ms. Parham

1 A I don't know. I'm assuming it was.

2 Q Do you remember testifying in your deposition that that  
3 was the case?

4 A I probably did. I'm assuming that's correct -- that is  
5 the case.

6 Q If you said that in your deposition would it be true?

7 A Yes.

8 Q You said that you were Mr. Preston's boss. So, he had  
9 to do what you said.

10 A I didn't -- I'm -- an individual councilman is not Mr.  
11 Preston's boss. The county council sitting as a whole, the  
12 body politic, is the boss of Mr. Preston. We are each  
13 individually his, his -- our -- we're councilmen and the  
14 body makes up the whole of being his supervisor or control.

15 Q So, Ms. Cindy Wilson was his supervisor or boss too?

16 A No, Ms. Cindy Wilson was a part of the body that  
17 supervised him.

18 Q But I -- what -- your testimony before was that  
19 Mr. Preston pretty much had to do what he, what you said, is  
20 that---

21 A The, the---

22 Q ---accurate?

23 A The -- Mr. Preston has to do what the council has him  
24 do, and the council had, had not directed him to restrict  
25 council members travel or not restrict the per diem, those

William McAbee - Redirect examination  
by Ms. Parham

- 1 kind of things that -- and he was not -- he could not  
2 individually direct us, give us instruction I guess is what  
3 it would be.
- 4 Q He could not individually---
- 5 A Could not give any one of us individual instruction.  
6 He's not our boss. He's not our supervisor.
- 7 Q But when he didn't like what Ms. Wilson did he sued  
8 her, right?
- 9 A He sought, he sought an injunction.
- 10 Q I believe you testified today that about Mr. -- the  
11 county's prior experience with Mr. Tom Bright.
- 12 A Yes.
- 13 Q You voted to hire Mr. Bright, correct?
- 14 A Yes.
- 15 Q If he was so bad the first time, why did you vote to  
16 hire him the second time?
- 17 A Well, I -- if I recall correctly, Mr. Michael Thompson  
18 recommended him, and he, he had, at least, had had  
19 experience in the kind of work. I felt like, you know,  
20 might as well try him again.
- 21 Q You had other options, correct?
- 22 A I don't recall the names of the other attorneys that  
23 were on the list.
- 24 Q I believe you testified, in response to Ms.  
25 Kern-Fuller's questions, that the proposed severance

William McAbee - Redirect examination  
by Ms. Parham

1 agreement for Mr. Preston that was distributed at the  
2 council meeting of November 18<sup>th</sup>, 2008, did I hear you say  
3 that you, that you skimmed the agreement just before the  
4 meeting?

5 A No, after it was handed out --

6 Q So, you---

7 A -- at the meeting.

8 Q Okay. And you understood that that agreement was  
9 releasing individual council members from potential, any  
10 potential tort claims that Mr. Preston might have, correct?

11 A That's correct.

12 Q And I think you specifically said that it was releasing  
13 Ms. Wilson and Mr., Mr. Waldrep from tort claims, correct?

14 A That's correct.

15 Q But it was also releasing Mr. McAbee from tort claims,  
16 correct?

17 A I, I didn't, I didn't know he had any tort claims  
18 against me, but---

19 Q Well, didn't the agreement specify the names of any  
20 council member?

21 A It released all the council members from tort claims.

22 Q So, it released you as well, correct?

23 A I suppose.

24 Q And you voted for that agreement, correct?

25 A Yes.



William McAbee - Redirect examination  
by Ms. Parham

- 1 Q And Mr., Mr. Waldrep and Ms. Wilson voted against it,  
2 right?
- 3 A Yes.
- 4 Q So, they voted against their interest, the way you  
5 characterize them?
- 6 A Actually -- let me correct that. Mr. Waldrep, I  
7 believe, abstained. I think Ms. Wilson voted yes.  
8 Mr. Waldrep abstained.
- 9 Q Had he---
- 10 A But---
- 11 Q How did he vote initially?
- 12 A I think he may of -- I don't recall if he voted against  
13 it or if he abstained in the initial vote, but --.
- 14 Q He initially voted against it---
- 15 A Did he?
- 16 Q ---and then abstained after reconsideration, correct?
- 17 A I see. Is that -- okay. I'll take --.
- 18 Q You testified a few minutes ago that Mr. Preston, at  
19 one point, demanded 1.75 million-dollars.  
20 where did you get that figure?
- 21 A I'm -- it's my -- that's what I recall being told by  
22 Mr. Bright, that the initial demand or the -- I don't know  
23 if it was a demand letter or the initial telephone  
24 conference he had with Mr. Preston's attorney was that --  
25 for some reason, one and three-quarter million-dollars

William McAbee - Redirect examination  
by Ms. Parham

1 sticks in my mind as being the initial demand.

2 Q You recall that from your discussions with Mr. Bright  
3 or from Mr. Preston's attorneys?

4 A Mr. Bright.

5 Q But you didn't recall that number at the time of your  
6 deposition.

7 A I -- well, I, I don't know. I, I don't remember.  
8 Is it in there?

9 I'm --.

10 Q Do you remember where you heard that number?

11 A From -- I believe it was from Mr. Bright or it may of  
12 been Mr. Bright's notes once I saw them. But I seem to  
13 recall hearing it from Mr. Bright.

14 Q Do you recall that Mr. Bright's notes contain a  
15 reference to 1.75 million?

16 A I don't, I don't recall that specifically, but it's  
17 from Mr. Bright that I remember that.

18 Q Was there another demand letter other than the  
19 1.3 million-dollar demand letter from Mr. Hoskins?

20 A The one -- the 1.3?

21 Q The, the demand letter that we've, that we've looked  
22 at, was there another demand letter in there?

23 A Like I said, I don't know if there was a demand letter  
24 or a telephone conference prior to that, that demand letter.  
25 But I don't -- haven't seen another demand letter.

William McAbee - Redirect examination  
by Ms. Parham

- 1 Q So, you think that perhaps Mr. Preston's initial demand  
2 was 1.75 and he came down from that to 1.3?
- 3 A I think so. That was my understanding.
- 4 Q Did you recall that at the date of your deposition?
- 5 A I don't think so.
- 6 Q How did you refresh your recollection?
- 7 A I don't know. Just been thinking about this since that  
8 time and just trying to remember as much as I can.
- 9 Q Who have you been talking to about your testimony  
10 today?
- 11 A About my testimony?
- 12 Q (Nods affirmatively.)
- 13 A My attorney. My wife.
- 14 Q Anyone else?
- 15 A No.
- 16 Q I just want to clarify one thing that we, we discussed  
17 in your, in your direct.
- 18 The commission that you received from the -- the  
19 commission that you received that you shared with Ms.  
20 Plummer that we discussed earlier --
- 21 A Yes.
- 22 Q -- the check that you received was \$73,000, is that  
23 correct?
- 24 A That's correct.
- 25 Q And that amount was received by you in toto and Ms.

William McAbee - Redirect examination  
by Ms. Parham

1 Plummer received that amount as well, correct?

2 A That's correct.

3 Q It was not split between the two of you?

4 A That's correct.

5 Q Would you agree that it would be improper for a county  
6 to reimburse a council member for expenses with no  
7 reasonable relationship to county business?

8 A Yes.

9 Q Would you agree that an appearance of impropriety  
10 calling for a recusal could rise even out of a transaction  
11 that occurred, a transaction that had been completed if it  
12 was relatively recent?

13 MS. KERN-FULLER: Objection, Your Honor. Calls for a  
14 legal conclusion.

15 MS. PARHAM: I'm asking about the appearance of  
16 impropriety. Not in a legal sense, but just in the manner  
17 with which he would make the judgment call that he did on a  
18 regular basis and deciding whether or not to recuse himself  
19 for various---

20 THE COURT: Are you asking a hypothetical question?

21 I'm not sure I understand what you're asking.

22 Are you asking him to speculate on that?

23 I don't know the specifics of what you're talking  
24 about.

25 Do you follow what I'm saying?

William McAbee - Redirect examination  
by Ms. Parham

1 MS. PARHAM: I follow what you're saying.

2 THE COURT: And I don't think I'll allow a witness to  
3 speculate. If you have some specifics you want to ask him  
4 about, I'll let you do that.

5 MS. PARHAM: Okay.

6 Q You testified earlier that you recused yourself from,  
7 from several discussions --

8 A Yes.

9 Q -- and votes, correct?

10 A Yes.

11 Q And you did that because you had a, an ongoing  
12 relationship, business relationship, that may have involved  
13 benefits that you had received in the past, is that correct?

14 A No, no. The ongoing business relationship I referenced  
15 was with Lincoln Oil and B&B Properties are all part of the  
16 same group. The -- at the time we were seeking to, we were  
17 working for them or seeking properties for them that they  
18 may buy. And, so, there was -- including the house on Lewis  
19 Drive, the property on Lewis Drive in, in addition to their  
20 main track. That constituted an ongoing business  
21 relationship I had active at that time with Lincoln Oil.

22 Q But you had already received the commission, right?

23 A I had already received the commission. But I was  
24 working for them in hopes of receiving other commissions.

25 Q Mr. Waldrep, you voted for a---

William McAbee - Redirect examination  
by Ms. Parham

- 1 A I'm Mr. McAbee.
- 2 Q I'm very sorry, Mr. McAbee.
- 3 A Yeah.
- 4 Q I didn't get much sleep last night. I apologize.
- 5 You testified about interference that you believe
- 6 Mr. Preston was having with his job that might have
- 7 justified giving him a severance deal.
- 8 Is, is that an accurate statement?
- 9 A The interference was part of the, part of the
- 10 consideration of the, of the whole thing. It was, it was
- 11 the interference with the job. It was the knowledge that
- 12 the incoming council was wanting to terminate him and had
- 13 acted to state that.
- 14 Q Part of that interference was the threat of audit,
- 15 correct?
- 16 A No, we have an audit every year.
- 17 Q But there was discussion about a penny in penny out
- 18 audit, correct?
- 19 A There had been discussion about that in the community
- 20 and about -- on the, on the part of one council member for a
- 21 number of years.
- 22 Q And you actually voted to approve such an audit,
- 23 correct?
- 24 A I did.
- 25 Q And do you think that that audit agreed -- you agreed

William McAbee - Redirect examination  
by Ms. Parham

1 that justified as Mr. Preston's claims for anticipatory  
2 breach?

3 A No, but the suggestion that he be suspended, along with  
4 the finance department -- system administrator for finance  
5 without cause I think could constitute a breach.

6 Q But he hadn't been suspended, right?

7 A That was the -- that was the intent of the---

8 Q But he hadn't yet been suspended, correct?

9 A He had not.

10 Q Wasn't it, wasn't it -- wasn't there a provision in his  
11 contract that allowed for him to be administratively -- put  
12 on administrative leave without breach of the contract?

13 A I don't know.

14 Q Because you haven't read the contract?

15 A Not in its entirety.

16 Q Did you ever travel with a male, Mr. McAbee?

17 A Well, Steve Hawkins went to Charlotte -- Chicago with  
18 us. That's the only instance I can think of.

19 Q Were his expenses reimbursed by the county?

20 A Yes.

21 Q Ms., Ms. Kern-Fuller asked you questions about your  
22 interview with Special Agent Kinsley about the credit card  
23 receipt that you got from Ms. Wilson.

24 MS. KERN-FULLER: Your Honor, I did not ask him about  
25 that. I asked specifically about the letter and whether the

William McAbee - Redirect examination  
by Ms. Parham

1 letter was investigated by SLED. He answered a different  
2 question. I did not open the door on that matter in 2006,  
3 and I do not believe it is relevant.

4 MS. PARHAM: I would like to ask him questions about  
5 the receipt, Your Honor, and---

6 MS. KERN-FULLER: Your Honor, it's---

7 THE COURT: Well, you're on, you're on redirect, and  
8 normally you would go into matters that were raised by the  
9 cross that you didn't go into on direct and---

10 MS. PARHAM: I believe that her introduction of the  
11 letter, which is now in evidence, opened that door to allow  
12 me to ask questions about the SLED investigation and  
13 questioning the interview with---

14 THE COURT: See, I maybe don't know enough about this  
15 to know exactly what you're talking about.

16 MS. KERN-FULLER: Your Honor, there were several emails  
17 at issue and they were distinct and different  
18 investigations. The investigation that she is attempting---

19 THE COURT: I do know -- she asked, she asked about the  
20 letter, and asked what -- a meeting he had with the SLED  
21 agent and what was being done about that. I'm not sure  
22 if -- are we talking about different agents, different  
23 correspondents about a different incident?

24 I don't know.

25 MS. PARHAM: It's, it's a different---



William McAbee - Redirect examination  
by Ms. Parham

1 THE COURT: I have no clue what you're talking about.

2 MR. TESSIER: I can help you, Your Honor, if you will,  
3 Your Honor.

4 MS. KERN-FULLER: Your Honor, I'm -- there's a one  
5 attorney rule, Your Honor. I can't go against the whole  
6 Wyche---

7 THE COURT: There is a one attorney rule. If you will  
8 sit down I'll deal with her.

9 Okay. Thank you, sir.

10 MS. KERN-FULLER: Your Honor, there were different and  
11 distinct investigations. There was different incidents of  
12 harassment. There were different ethics incidents that were  
13 going on and SLED investigated them.

14 The incident of the harassing letters was one  
15 investigation. The incident that I believe Ms. Parham is---

16 THE COURT: That was, that was an investigation that I  
17 would assume was asked for by whoever received the letters?

18 MS. KERN-FULLER: Yes, Your Honor. There were several  
19 council members. They're in Defendant's Exhibits, but  
20 basically there was a series of letters that were signed by  
21 someone called the investigator, and those threats were made  
22 to Mr. Greer, to Mr. McAbee, and I can't remember the third  
23 council member's name. I think it was Mr. Deese. But that  
24 is a totally different and distinct investigation from the  
25 one that Ms. Parham is trying to raise.

William McAbee - Redirect examination  
by Ms. Parham

1       The investigation is actually at Defendant's Exhibit  
2 128.

3       THE COURT: Just one second.

4       MS. KERN-FULLER: It just talks about that distinct  
5 investigation. At no time in this investigation is the  
6 other one that she's trying to raise, which was a separate  
7 thing, raised.

8       THE COURT: All right. Well, let's see what she has to  
9 say about that.

10       MS. PARHAM: Your Honor, the exhibit that she just  
11 referenced is not been admitted into evidence yet I'll note,  
12 and the reason that I'm asking these questions is the  
13 witness testified about the receipt in response to Mr.  
14 Fuller's questions.

15       THE COURT: I understand that, but open the door -- the  
16 attorney has to open the door. I mean that's -- she doesn't  
17 represent this gentleman.

18       You don't represent him, do you, Ms.---

19       MS. KERN-FULLER: Not in this matter, no, Your Honor.

20       THE COURT: You know, I -- as an attorney, if I asked a  
21 question, the witness decides to answer something else, that  
22 doesn't mean that I have agreed to go there.

23       Do you follow what I'm saying?

24       MS. PARHAM: Yes, Your Honor.

25       THE COURT: And I don't think she asked about that.

William McAbee - Redirect examination  
by Ms. Parham

1 MS. PARHAM: I understand.

2 THE COURT: If she had I would let you do it, but I  
3 don't think she did.

4 So, I'll sustain your objection.

5 MS. KERN-FULLER: Thank you, Your Honor.

6 MS. PARHAM: No further questions, Your Honor.

7 THE COURT: Anything on recross?

8 MS. KERN-FULLER: No, Your Honor.

9 THE COURT: Sir, you may step down. Thank you very  
10 much.

11 I don't if this witness is under subpoena.

12 Do you wish to release the witness?

13 THE WITNESS: I was subpoenaed.

14 THE COURT: Sir?

15 THE WITNESS: I was subpoenaed, Your Honor.

16 THE COURT: You are under subpoena.

17 Let me get a response.

18 MR. TESSIER: I don't have a problem with it.

19 THE COURT: Do you wish to release the witness?

20 MS. TESSIER: Yes, Your Honor. I'm fine with that.

21 THE COURT: Any objection?

22 MR. DAVIS: Your Honor, I would be glad to release the  
23 witness, but if, at some point, a material issue comes up --  
24 as you can see, there's a lot of things floating about and  
25 Mr. McAbee has a lot of---

William McAbee - Redirect examination  
by Ms. Parham

1 THE COURT: All right. Subject to recall. That's all  
2 you got to tell me.

3 MR. DAVIS: I'd just -- I'd like to release him, but  
4 just have him not in the courtroom so---

5 THE COURT: Well, I'll tell him that he's free to move  
6 about. You may get a call and you may have to respond at a  
7 future time.

8 THE WITNESS: Thank you, Your Honor.

9 THE COURT: Thank you. And I will remind you that the  
10 sequestration order always -- that you're under, you should  
11 not discuss your testimony at this time until this trial has  
12 been completed with anyone.

13 THE WITNESS: Yes, Your Honor.

14 THE COURT: Thank you, sir.

15 All right. I do note that it is 12:30. We'll break at  
16 this time for lunch. Let's return about 1:45. 1:45 we'll  
17 resume.

18 Court's in recess.

19 Thank you very much.

20 (WHEREUPON, Court was in recess for the lunch hour.)

21 MR. DAVIS: Your Honor, before we start back up, may we  
22 approach?

23 THE COURT: Yes, sir.

24 (WHEREUPON, a bench conference was held at this time.)

25 THE COURT: All right. The State may call its next

Ron Wilson - Direct examination  
by Mr. Tessier

1 witness.

2 MR. TESSIER: Your Honor, Anderson County calls Mr. Ron  
3 Wilson to the stand.

4 THE COURT: Come forward, sir, to the center and be  
5 sworn.

6 RON WILSON, being first duly sworn,  
7 testified as follows:

8 THE CLERK: If you would take the witness stand please,  
9 sir, and state your name and spell your last name for the  
10 record.

11 THE WITNESS: It's Ronnie Gene Wilson. W-I-L-S-O-N.

12 THE COURT: Your witness, counselor.

13 MR. TESSIER: Thank you, Your Honor.

14 DIRECT EXAMINATION

15 BY MR. TESSIER:

16 Q Mr. Wilson, my name is Troy Tessier. I have a few  
17 questions for you.

18 Would you agree with me, Mr. Wilson, you were a member  
19 of the Anderson County Council in 2008?

20 A Yes, sir.

21 Q And during that year you were chair of the personnel  
22 committee, correct?

23 A On advice of counsel, I respectfully refuse to answer  
24 based on the rights guaranteed to me by the Fifth Amendment,  
25 United States Constitution.

Ron Wilson - Direct examination  
by Mr. Tessier

1 Q And the personnel committee that you were the chair of,  
2 in 2008, was asked to evaluate claims made by Mr. Joey  
3 Preston against Anderson County relating to his employment,  
4 is that right?

5 A On the advice of counsel, I respectfully refuse to  
6 answer based on the rights guaranteed to me by the Fifth  
7 Amendment of the United States Constitution.

8 Q Mr. Wilson, you are a convicted felon, is that correct?

9 A On the advice of counsel, I respectfully refuse to  
10 answer based on the rights guaranteed to me by the Fifth  
11 Amendment, United States Constitution.

12 Q You pled guilty to two counts of mail fraud this year  
13 in connection with a multimillion dollar ponzi scheme that  
14 you ran for more than ten years, is that right?

15 A On the advice of counsel, I respectfully refuse to  
16 answer based on the rights guaranteed to me by the Fifth  
17 Amendment, United States Constitution.

18 Q Can you confirm for us, Mr. Wilson, that Joey Preston  
19 invested almost \$200,000 in Atlantic Bouillon in the first  
20 six months of 2009?

21 A On the advice of counsel, I respectfully refuse to  
22 answer based on the rights guaranteed to me by the Fifth  
23 Amendment, United States Constitution.

24 Q And can you confirm for us that Mr. Preston referred  
25 investors to Atlantic Bouillon in 2009?

Ron Wilson - Direct examination  
by Mr. Tessier

1 A On the advice of counsel, I respectfully refuse to  
2 answer based on the rights guaranteed to me by the Fifth  
3 Amendment to the United States Constitution.

4 Q Mr. Wilson, can you confirm that Mr. Preston received  
5 compensation from Atlantic Bouillon for his referral of  
6 investors to Atlantic Bouillon?

7 A On the advice of counsel, I respectfully refuse to  
8 answer based on the rights guaranteed to me by the Fifth  
9 Amendment of the United States Constitution.

10 Q And between the time of Mr. Preston's investment in the  
11 first half of 2009 until about March of 2012, would you  
12 agree with me that Mr. Preston drew out approximately  
13 \$600,000 from his Atlantic Bouillon account that he had with  
14 you?

15 A On the advice of counsel, I respectfully refuse to  
16 answer based on the rights guaranteed to me by the Fifth  
17 Amendment of the United States Constitution.

18 Q Mr. Wilson, would it be fair for me to assume that if I  
19 asked you any further questions about your service on  
20 Anderson County Council in the Fall of 2008, during the  
21 timeframe that led up to the vote on Joey Preston's  
22 severance agreement, that you would respectfully decline to  
23 answer based on your rights under the Fifth Amendment of the  
24 United States Constitution?

25 A Yes.

Ron Wilson - Direct examination  
by Mr. Tessier

1 Q Thank you, sir. That's all the questions I have.

2 THE COURT: Do you wish to attempt cross-examination.

3 MR. DAVIS: I don't think that seems like it would be  
4 fruitful at this time, Your Honor. So, no, I don't.

5 THE COURT: Thank you.

6 Mr. Wilson, you may step down.

7 MR. TESSIER: Your Honor, at this point, we do -- we're  
8 okay with excusing the witness from his subpoena.

9 THE COURT: Any objection to his being released from  
10 subpoena?

11 MR. DAVIS: None, Your Honor.

12 THE COURT: You're free to go. Thank you, sir.

13 Plaintiff may call, call its next witness.

14 MR. TESSIER: Your Honor, at this point we have a  
15 deposition to read to the Court or to submit to the Court  
16 depending on what Mr. Davis would like to do. I suspect  
17 we're gonna read it.

18 MR. DAVIS: Okay.

19 THE COURT: All right.

20 MR. TESSIER: And---

21 THE COURT: You may proceed.

22 MR. DAVIS: well, Your Honor, the only, the only  
23 question I have is I think that all the designations should  
24 be treated the same. I have no problem submitting  
25 designations to the Court, but, you know, whether they're



1 video or, or deposition transcript designations, I just  
2 think that, for parity purposes, we shouldn't treat them in  
3 a different way.

4 THE COURT: I understand and the Court will be willing  
5 to accept them in writing or if you wish to present them  
6 verbally you certainly have a right to do so.

7 MR. GENTRY: Well---

8 THE COURT: He just wants them all treated the same and  
9 I think I will treat them the same.

10 MR. GENTRY: Well, given that they're some that we want  
11 to, to show on video, we will---

12 THE COURT: All right. Let's go forward with  
13 publication then.

14 MR. GENTRY: Ms. Parham will be reading.

15 THE COURT: She's gonna be our witness?

16 MR. GENTRY: Ms. Jones.

17 THE COURT: All right. Thank you, ma'am.

18 THE COURT: You may proceed, Mr. Gentry.

19 MR. GENTRY: Thank you.

20 Q. What is your current residence?

21 A. I live in Columbia here. [REDACTED]  
22 [REDACTED]

23 THE COURT: This witness is who?

24 MR. GENTRY: Heather Jones.

25 THE COURT: Heather Jones.

1 Thank you very much.

2 (WHEREUPON, the following deposition excerpts were  
3 published by Mr. Gentry.)

4 Q. Do you mind giving the court reporter your name?

5 A. Heather Simmons, S-I-M-M-O-N-S, Jones.

6 Q. Please give me your educational history.

7 A. I have a Bachelor's Degree from Clemson University  
8 and I began a Master's at Clemson in August of last year.  
9 So, I'm in year two of that.

10 Q. What is your degree in, your Master's Degree?

11 A. Master's in Human Resource Development.

12 Q. And tell me your work history since college  
13 graduation.

14 A. I worked at Savannah College -- well, I worked at  
15 Walt Disney World my senior year at Clemson, and then I  
16 worked at Savannah College of Art and Design. I left there  
17 and was the county administrator for Allendale County as  
18 well as the economic development director.

19 After five years in Allendale County I went to Beaufort  
20 County and I was the president of the economic development  
21 partnership there. I was there about three and a half  
22 years. I left Beaufort to go to Anderson. I was assistant  
23 county administrator over economic development for Anderson  
24 County from October of 2006 through around September 1<sup>st</sup>,  
25 I think, of 2009, and then I went to work for Find Great

1 People, and my tenure with them ended October 31<sup>st</sup> of this  
2 year

3 Q. How long have you lived at the Cross Hill  
4 residence?

5 A. About six months

6 Q. Where did you live before that?

7 A. In a rental house that FGP was paying for at 809  
8 Byron Road

9 Q. And before that?

10 A. Lakewood Lane in Anderson.

11 Q. How long did you live at the Lakewood Lane  
12 residence?

13 A. From November or December of '06 until probably  
14 September of last year, I think, is when I moved to  
15 Columbia.

16 Q. So that was your only residence in Anderson?

17 A. Correct.

18 Q. And before that you lived in Beaufort, is that  
19 correct?

20 A. That's correct.

21 Q. Are you currently doing any work in Anderson or  
22 with anyone in Anderson?

23 A. No.

24 Q. Do you know Joey Preston?

25 A. I do.

1 Q. Tell me how you first came to know him.

2 A. Through the South Carolina Association of Counties.  
3 We were county administrators at the same time. We also met  
4 at the executive institute with the Budget and Control  
5 Board, and I wouldn't say I knew him well. But I knew him  
6 by, you know, trade and applied for the job with Anderson,  
7 and then I was interviewed. And that was really the first  
8 time I'd spoken with, if you will, and that was during the  
9 summer of '06.

10 Q. How would you characterize your relationship with  
11 him?

12 A. It was a good relationship for the most part, an  
13 employee/boss, but we were also friends. Having been a  
14 county administrator myself, I think that he looked to me  
15 sometimes for, you know, guidance and maybe more so  
16 sometimes than some of his other employees.

17 Q. When is the last time you saw him socially?

18 A. Sometime in '09.

19 Q. Is that the last time you saw him?

20 A. Uh-huh. (Affirmative).

21 Q. Have you talked to Mr. Preston about this lawsuit?

22 A. No, I have not.

23 Q. Did Mr. McAbee ever invite you to travel with him?

24 A. On one instance. We went to Dallas with the South  
25 Carolina Department of Commerce and CSX Railways.

1 Q. I'm sorry?

2 CSX -- I'm sorry. I shouldn't have put that in my  
3 mouth. To call on an energy company out there that was  
4 looking at potentially bringing an alternative energy  
5 facility to the state.

6 Q. Did Ms. Plummer go on that trip?

7 A. She did.

8 Q. And the South Carolina Department of Commerce  
9 representative was who?

10 A. Ted Campbell I believe.

11 Q. Okay.

12 A. And Chris Phillips was the CSX guy.

13 Q. Did anything pan out from that trip?

14 A. The company did actually visit a couple of times,  
15 looked at sites in the county, and I don't remember what the  
16 reasoning was. I think it had something to do with economy  
17 and some of the availability of alternative energy grants  
18 that the company thought that they were going to be able to  
19 get access to. Subsequently they did not. And, so, I don't  
20 believe that that project went to any location. So, it  
21 just, I think, dissolved.

22 Q. Did Ms. Plummer have any particular expertise that  
23 made it appropriate for her to travel on that particular  
24 trip, for example?

25 A. She had an interest in trains and logistics. I

1 can't remember if the older of, you know, when certain  
2 things happened. But she definitely, you know, was trying  
3 to learn more about short lines and logistics and all that  
4 was entailed in bringing heavy rail projects to the area,  
5 and then, of course, she went to SCED school as well.

6 Q. Did any other members go to SCED school?

7 A. Prior to my arrival some did. But not during my  
8 tenure.

9 Q. Do you know who went prior to your arrival?

10 A. I'm sure it's a matter of record. But I think  
11 Doctor -- I'm pretty sure that Doctor Brown did, as chairman  
12 of the committee many years before I arrived.

13 Q. Okay.

14 A. And the school is been around for over 20 years.  
15 So, you know, I don't know exactly.

16 Q. Do you believe that all members of the board should  
17 attend SCED school?

18 A. I do. I believe all members of the county council  
19 should as well.

20 Q. Sure.

21 I'm curious to know why weren't you doing this travel  
22 instead of Mr. McAbee and Ms. Plummer.

23 A. I didn't intend on going to those conferences. I  
24 didn't have an interest, I guess you would say, in logistics  
25 and heavy rail types of industry the same way that they did,

1 and when there's 5,000 different conferences you can go to  
2 in a year, having to pick and choose kind of, the ones that  
3 are -- I likes to go to the plastics types of conferences,  
4 and those were the Upstate Alliance and the Department of  
5 Commerce were as well so that we could spread out. Both  
6 spread out in terms of team approach to go out on the floor,  
7 to call on companies or whatever, or if there were site  
8 consultants there. But I just didn't choose those  
9 conferences.

10 Q. So, your efforts were more coordinated with Upstate  
11 Alliance through the Department of Commerce.

12 Is that an accurate statement?

13 A. Very accurate.

14 Q. In your opinion, cause you're the economic  
15 development director, do you think that heavy rail, as you  
16 described it, was a good potential target for economic  
17 development in Anderson County?

18 A. I think, in late -- middle to late '08, I began to  
19 believe that it was an opportunity for the Belton area  
20 because of them having the short line. Prior to that, when  
21 the short line was abandoned and the rail made it a lot of  
22 work over there, I really didn't necessarily see us  
23 targeting that.

24 It's very hard, when you have a county as large as  
25 Anderson County in terms of its square mileage, to just

1 focus on something that only seats a certain niche of the  
2 county. Because when I first got there I was very much  
3 focused on things that really kind of transitioned through  
4 the county as a whole, and Anderson County, as a whole,  
5 didn't really have heavy rail. But I did, you know, though  
6 I will say through Mr. McAbee and Ms. Plummer's education to  
7 me as to what that industry was looking for and how you can  
8 recruit those particular kind of companies, and the tank  
9 farm that existed in Belton, and the advantage that that was  
10 for alternative energy types of companies, I mean,  
11 admittedly, I began to change my mind.

12 Q. When Mr. McAbee and/or Ms. Plummer returned from  
13 their travels, did they report back to you or debrief you  
14 about what happened during the trip or whether or not they  
15 had any contacts or any developments?

16 A. Usually they -- Ms. Plummer provided a written  
17 document to Mr. Preston. I mean on some occasions Ms.  
18 Plummer mentioned things to me, you know, just tidbits here  
19 and there. So, I remember it was either an oral or  
20 written -- I don't remember. But I remember RailX was a  
21 specific conference that there was some reporting out from.

22 Q. But, generally, they were expecting to report to  
23 Mr. Preston about their travels?

24 Is that an accurate statement?

25 A. Uh-huh. (Affirmative). Uh-huh. (Affirmative).



1 Q. I understand. I guess I should ask you to clarify.  
2 I've been referring to the travel that Mr. McAbee and  
3 Ms. Plummer had been doing as economic development travel.

4 Is that an accurate statement or is there a better way  
5 to describe what they were doing?

6 A. No, I mean, again, I didn't approve it.

7 Q. Right.

8 A. But I would say if they were traveling to the  
9 Society of Automotive Engineers or RailX or something like  
10 that that their purpose would be for economic development,  
11 yes.

12 Q. Pursuant to their role on the board?

13 A. Pursuant to their role as council and/or board  
14 member.

15 Q. Did you ever feel like their travel was -- the  
16 expenses of their travel were taking up too large of a  
17 percentage of your budget?

18 A. At times I did.

19 Q. Were you aware of Mr. McAbee and Ms. Plummer  
20 traveling to Detroit in April of '07 for the SAE conference?

21 A. I am aware that they traveled to an SAE conference,  
22 but the exact date I'm not knowledgeable of at this time.

23 Q. Did they discuss that with you before they went?

24 A. To my recollection, that is the conference where  
25 Mr. Preston asked me to prepare documents and brochures and

1 things of such.

2 Q. Did he invite you to go with him?

3 A. To my recollection I was not invited to go to that.

4 Q. Do you know was the purpose of the trip was?

5 A. It's the Society of Automotive Engineers, and in  
6 groups such as Upstate Alliance, the Department of Commerce,  
7 and other locally economic development entities attend  
8 because they're essentially, for lack of a better term, it's  
9 like the congress of all those involved in the automotive  
10 world.

11 Over the last couple of years, it's lost a little bit  
12 of its luster just with the downfall of the Detroit auto  
13 industry. But it really was considered to be the pinnacle  
14 of conferences to attend in automotive some years ago for  
15 the recruitment of and the networking with and getting in  
16 front of suppliers and those sorts of things in the  
17 automotive industry.

18 Q. What was the specific target, from Anderson County  
19 prospective, at that conference?

20 A. I can't speak to that.

21 Q. Did anybody---

22 A. I wasn't in attendance. So, I really can't speak  
23 to that.

24 Q. So, you're not aware from the planning or  
25 Mr. McAbee's conversations with you prior?

1       A. I mean the documentation that we prepared would of  
2 been around. As I mentioned earlier, it would of been  
3 around the types of the sites that would be available, the  
4 workforce, those sorts of things. But automotive as a  
5 whole.

6       So, I can't speak to Mr. McAbee or Ms. Plummer at a  
7 specific other interest. I wouldn't know that. It was  
8 automotive period.

9       Q. Do you know if anyone approved that travel in  
10 advance?

11      A. I have no idea.

12      Q. Do you know if the county received any benefit from  
13 that trip?

14      A. I don't know. I don't know.

15      Q. Do you know who Mr. McAbee and Ms. Plummer talked  
16 to there?

17      A. I don't know.

18      Q. Do you know if there were any follow-up contacts  
19 after that conference?

20      A. I don't know that either.

21      Q. In May of '07, did Mr. McAbee -- sorry.

22      In May of '07, Mr. McAbee and Ms. Plummer again  
23 attended the SCEDS store in Charleston.

24      Were you aware of that?

25      A. well, for clarification --

1 Q. Sure.

2 A. -- and instead of, of it kind of being like -- and,  
3 again, they're four different two day classes, and you must  
4 take all eight days in order to complete the program.

5 Q. I see.

6 A. So, it's different than saying I went to four years  
7 back-to-back or I went, you know, four times in one year and  
8 kept going just to go to Charleston. It's two days each  
9 quarter for the completion of eight days in order to get the  
10 certificate of completion.

11 Q. I see.

12 To your knowledge, did the two of them complete the  
13 course?

14 A. They did.

15 Q. Were you aware that Mr. McAbee was targeting the  
16 CSX officials in Chicago?

17 Did you know that he was going to visit the CSX  
18 intermodal facility?

19 A. I don't believe I was aware of that. I mean CSX is  
20 a rail. So, it would make sense. But I don't think we  
21 discussed it.

22 Q. In any case, you didn't know about that trip in  
23 advance?

24 A. I don't know.

25 Q. In fact, you don't know about it as you're sitting

1 here?

2 A. No.

3 Q. Do you know of any benefit that the county received

4 from that travel?

5 A. I wouldn't know that. I didn't know about the

6 travel.

7 Q. Were you aware that Mr. McAbee and Ms. Plummer

8 traveled all over New York in June of '07?

9 A. Would you please tell me what conference?

10 Q. I believe that was for a RailX trip.

11 A. They did do RailX.

12 Q. Was that something they discussed with you in

13 advance?

14 A. I believe it was, yes.

15 Q. Do you know how it was paid for?

16 A. No, ma'am.

17 Q. Do you know what the purpose of the trip was?

18 A. I believe RailX is a, a intermodal heavy rail type

19 conference. So, obviously it would have been the network in

20 recruiting and be around companies that would have a use for

21 that type of infrastructure.

22 Q. Were you involved in the courting of RailX?

23 A. Hold on. Let's go back for a second.

24 Q. Okay.

25 A. Was RailX a conference or was RailX a company?

1 Q. Well, I guess I would have to ask you that  
2 question.

3 A. I think that RailX is actually a company and not a  
4 conference.

5 Q. Okay.

6 A. If I remember correctly, it is a company that ships  
7 fresh vegetables or produce or something like that maybe.

8 Q. Okay.

9 A. I'm sorry. We see 30 or 40 projects a year. So, I  
10 don't know if I have that exactly right, but I believe RailX  
11 is a company that does ship fresh produce and they do that  
12 with rail instead of truck transport. And if that is indeed  
13 what RailX is, yes, we did discuss that in advance of  
14 travel.

15 Q. So, they would of gone to Albany to recruit, to  
16 meet with RailX?

17 A. It had -- if indeed that is that company, yes.

18 Q. When they returned from Albany, did they debrief  
19 you or report back?

20 A. We did talk about that, and, again, if it is the  
21 company that I'm thinking that it is, one of their company  
22 officials actually came down to Anderson.

23 Q. Were you aware of a trip that Mr. Plummer and Ms.  
24 -- Mr. McAbee and Ms. Plummer took to Chicago and then New  
25 York City in October of '07?

1           A. No, ma'am, unless this is the Albany that we're  
2 talking about now I don't know.

3           Q. Were you aware of the trip that they took with  
4 Mr. Hawkins to Chicago and then to New York City?

5           A. I learned about that during my Grand Jury  
6 testimony, but I don't know that prior. But I did not know  
7 that prior I don't believe.

8           Q. Were you aware that they met with ADM in Chicago,  
9 Archer Daniels Midland Company?

10          A. I don't know that.

11          Q. So, they did not discuss that trip with you in  
12 advance?

13          A. No.

14          Q. So, you don't know who approved it?

15          A. I don't.

16          Q. Do you know what benefit the county received from  
17 that travel?

18          A. I don't.

19          Q. And they didn't debrief you or report back to you  
20 about the results of that trip?

21          A. No.

22          Q. Did you prepare any materials for them to take with  
23 them to Chicago or New York?

24          A. No.

25          Q. Were you aware that Mr. McAbee and Ms. Plummer went

1 to Rome, Georgia in January of '08 for a Renewable Energy  
2 Conference?  
3 A. Not to my recollection.  
4 Q. So, they did not discuss that with you in advance  
5 --  
6 A. Not to my recollection.  
7 Q. -- or debrief you about it when they returned?  
8 A. Not to my recollection.  
9 Q. Do you know of any benefit the county would of  
10 received from that travel?  
11 A. No, I don't know.  
12 Q. Were you aware that they went to the National  
13 Economic Conference in Orlando in February of '08?  
14 A. I don't remember that conference either.  
15 Q. They did not discuss it with you in advance --  
16 A. Not to my recollection.  
17 Q. -- or debrief you about it when they returned?  
18 A. Not to my recollection.  
19 Q. Were you aware that Mr. McAbee and Ms. Plummer went  
20 to the SAE International Conference in Detroit in April of  
21 '08?  
22 A. Yeah, I'm saying I didn't know the dates, but I  
23 remember they did attend twice, the SAE Conference.  
24 Q. I think we established that they did talk to you  
25 before the first time. They went and got some marketing



1 materials.

2 A. And, for clarity, I'm saying I remember them coming  
3 on one instance for -- before SAE. I don't remember if it  
4 was '07 or '08. I don't remember which one of those  
5 instances. I just remember that it was SAE.

6 Q. So, if they went twice, they only---

7 A. I don't remember preparing documents for them on  
8 both occasions.

9 Q. So, if they did go twice, they didn't discuss it  
10 with you beforehand or report back to you or debrief you  
11 afterwards, is that correct?

12 A. I don't remember having had a conversation and/or  
13 preparation of documents prior to both of them.

14 Q. Okay.

15 A. Again, I will say though that there were other  
16 members of my staff that worked closely with Ms. Plummer and  
17 Mr. McAbee on rail related projects, and that was Burris  
18 Nelson, and some of those instances he may have assisted in  
19 providing some of that documentation.

20 Q. Were you aware that Mr. McAbee and Ms. Plummer went  
21 to the Rail Trends Convention in New York City in September  
22 of '08?

23 A. That's the one I'm getting -- Rail Trends and  
24 RailX -- and they were both in New York?

25 Is that what you're saying?

1 Q. The convention that I'm asking about now is the New  
2 York City in September and October of '08 and it was Rail  
3 Trends.

4 A. I have a recollection of that.

5 Q. Okay.

6 A. I do.

7 Q. I believe earlier we talked about a trip to New  
8 York.

9 A. Albany, yeah.

10 Q. Right.

11 A. And they're both rail something. RailX and Rail  
12 Trends.

13 Q. Do you recall knowing about both of those?

14 A. I do.

15 Q. At the time of this more recent Rail Trends  
16 convention in September through the first of October of '08,  
17 Mr. McAbee had lost the primary at this point, correct?

18 A. I guess. Yeah, I guess. I'm thinking when the  
19 primaries are in my brain. But, yes.

20 Q. Do you know why he went on this trip even though he  
21 was no longer going to be in office?

22 MS. GENTRY: Mr. Davis object to the form.

23 A. He was still in office.

24 Q. Right.

25 But do you know why he would of gone on this trip even

1    though he had lost the primary?  
2        A.   I wouldn't know that.  
3        Q.   Did they report back to you after the trip?  
4        A.   They did.  
5        Q.   Did they hand-out business cards of yours at Rail  
6 Trends?  
7        A.   I don't remember.  
8        Q.   Did anyone contact you as a result of the contacts  
9 they made at the convention?  
10       A.   There was one instance where a guy came and he  
11 was -- I can't even remember what he was. He did something  
12 with rail, and I couldn't tell you, tell what the originator  
13 of the lead was. I mean they were involved. It could of  
14 been Rail Trends. I truthfully do not remember.  
15       Q.   Other than that, what you just mentioned, do you  
16 know of any benefit that the county received from that  
17 travel?  
18       A.   I don't know.  
19       Q.   Were you aware that Mr. McAbee and Ms. Plummer  
20 attended the Gold Coal & Gas Tech Conference in Washington  
21 D.C. in October of '08?  
22       A.   I don't believe I was.  
23       Q.   So, they wouldn't have discussed that with you in  
24 advance --  
25       A.   No, ma'am.

1 Q. -- or report back to you?  
2 A. No.  
3 Q. Are you aware of any benefit the county received  
4 from that travel?  
5 A. No, ma'am.  
6 Q. Did their travel ever irritate you?  
7 A. Yes, ma'am.  
8 Q. I guess I'll ask you it this way.  
9 what about their travel irritated you?  
10 A. Specifically that it made the public think that my  
11 staff and I were the ones doing the travel.  
12 Q. I understand.  
13 Did you think that it was more appropriate that you and  
14 your staff do that kind of travel versus these two members  
15 of the board?  
16 A. That was my opinion.  
17 Q. Whose idea was it for them to travel?  
18 A. All I can tell you is it was not mine.  
19 Q. What was Project Cheddar?  
20 A. It was either -- it was in the Belton area.  
21 Specifically it was called Cheddar because that's the name  
22 of the community. They say with an S-H.  
23 Q. Cheddar.  
24 A. So, it's a small community outside of Belton where  
25 the tank farms are. I don't remember the company

1 specifically. I think that it was the project that we went  
2 to Dallas for.

3 Q. To recruit the company?

4 A. To recruit an alternative energy company.

5 Q. Did that project come to fruition?

6 A. It did not. If, indeed, Cheddar, by code name,  
7 is -- I think it was Panda Oil or something like -- that was  
8 their real company name. I don't remember specifically, but  
9 I don't think Panda located that project anywhere.

10 Q. Did Project Cheddar involve a road closing?

11 A. There was a project that involved a road closing.  
12 I don't know if it was Cheddar or not. It seems that  
13 Cheddar came back and revisited its name a second time. So,  
14 I think that we may be talking about two projects under that  
15 one code name.

16 Q. Okay.

17 A. I believe Panda Oil is where the Cheddar Project  
18 initiated, and when Panda Oil did not, the Dallas company  
19 did not locate, the name continued to be representative of a  
20 second project that looked at that site.

21 Q. Switching topics.

22 what can you tell me about the initial Anderson Airport  
23 Business Park?

24 A. It was kind of mixed use I guess you would say,  
25 business park surrounding the Anderson County Airport. When

1 I was there, it had Sergeant Metals, a manufacturer. It  
2 also had Famous Craft Boats, which was a manufacturer. But  
3 next to that it also had Westwind, which was a Burger King  
4 headquarters for franchises, and then, of course, the  
5 airport was there.

6 So, it wasn't -- I wouldn't say it was strictly  
7 industrial. It definitely had a flare of being kind of  
8 mixed use, business and industrial, and then you also had,  
9 until I think late '08, maybe '09, the F.A.A. had their  
10 center out there as well.

11 Q. Did the county buy property around the airport  
12 contiguous to the airport?

13 A. They did.

14 Q. Tell me about that.

15 What do you know about that?

16 A. Which transaction?

17 Q. Any of them. All of them actually.

18 A. Well, I mean -- so, the county already owned a  
19 tract of land that was called the Airport Business Park or  
20 whatever. So --

21 Q. Okay.

22 A. When I got to Anderson County, and then somewhere  
23 around '08 Mr. Preston sent me a, I guess, a site plan if  
24 you will, map, whatever you want to call it, that had some  
25 acreage marked off on it, and said that we were going to

1 add, add on to the Airport Business Park.

2 And, so, at that time, we commenced to, to due  
3 diligence on the tract. It was actually broken up into a  
4 couple of tracts of land around the airport.

5 Q. Were those tracts purchased by the county?

6 A. They were.

7 Q. Okay.

8 A. I don't know that all of them were, but I think  
9 that they all were. There were multiple tracts of property.  
10 Some small, some large, some contiguous and some  
11 noncontiguous.

12 Q. And what happened to that property?

13 A. In what way?

14 Q. What you're referring to now, the property that was  
15 purchased for development.

16 Was anything actually developed on that property?

17 A. That was in, I think, '09 by the time we got  
18 through the due diligence. I mean I left in '09. So, I  
19 don't know of anything that has been built on it since or  
20 not.

21 Q. What was the expectation?

22 What was the plan for the property?

23 A. That it would be additional property around the  
24 airport that could support mixed use kinds of companies. We  
25 actually talked to Saks Air, which was a charter plane

1 company. We spoke to them about bringing their maintenance  
2 for all the Cirrus airplanes out there, and they were going  
3 to need a pretty large tract with through the fence access  
4 to the strip, to the landing strip. But all of that really  
5 kind of came to fruition just months before I left. I think  
6 that happened maybe in early '09.

7 Q. Is Saks Air still in business?

8 A. They're not.

9 Q. Do you know what is currently occupying the  
10 property that was purchased?

11 A. I don't.

12 Q. Other than the Saks Air project, was there any  
13 other concrete plan for the use of that real estate?

14 A. Well, the Saks Air project was looking at where the  
15 F.A.A. Center was. So, I don't want to be unclear about  
16 that.

17 Q. Okay. I should ask my questions more clearly.

18 I'm mainly concerned about the three or the several  
19 tracts of land that were purchased near the airport.

20 A. I do not know that anything has located on them.

21 Q. And was there a plan for that property, a concrete  
22 plan for that property to your knowledge?

23 A. I was actually working with Robert Carroll and Holt  
24 Hawkins, so that would be director of central services and  
25 of transportation, to try to get some roads cut into the



1 properties so that we could do some bush-hogging and be able  
2 to show it because, as it existed, it was all farm land.  
3 So, we needed to go in there and, you know, clean it up so  
4 we could start to market it.

5 Q. Was it Mr. Preston's idea to purchase that  
6 property?

7 A. It was.

8 Q. Do you know if that property has resulted in any  
9 benefit to the county?

10 A. I wouldn't have an answer, no. I'm not saying no,  
11 it hasn't. I'm saying I'm not knowledgeable because of my  
12 departure.

13 Q. Do you know whether any roads were actually cut in?

14 A. I don't know.

15 MR. GENTRY: Exhibit 4 marked for identification.

16 Q. Ms. Jones, is Exhibit 4 a request by you to  
17 Mr. Joey Preston to approve travel to Germany by you?

18 A. Yes.

19 Q. Did he approve the travel?

20 A. I think he verbally said it was okay. I don't  
21 remember ever getting an email in response to this though.

22 Q. Did he do it that same day on December 1, 2008, or  
23 did he do it later?

24 A. I think he did it that day.

25 Q. He approved it that day?

1           A. Yeah, it really didn't -- I don't even know why --  
2 I don't see the significance, but I didn't travel. I didn't  
3 do it anyway.

4           Q. Was he the only one who could approve that for you?

5           A. He was my only supervisor, yes, and anything like  
6 that was contingent upon budgetary expenses being on track  
7 and those sorts of things. This -- that was just me being,  
8 as you can tell from my lineage of paper trail, I like to be  
9 overly cautious about those sorts of things.

10          MR. GENTRY: Plaintiff's Exhibit 5, email from Jones to  
11 Preston, 12/1/08, was marked for identification.

12          Q. Oh, if you'll look down about three-fourths of the  
13 way down the page.

14          In response to your request about the approval for your  
15 travel to Germany, Mr. Preston responds, "get me the letter  
16 to approve. Date it early last week."

17          Why did he want it dated last week or prior to  
18 December 1<sup>st</sup>, 2008?

19          MR. GENTRY: Mr. Davis objects to the form.

20          A. Well, I don't know.

21          Was that when -- was---

22          Q. Do you see where I'm looking here?

23          A. I do see where you're looking.

24          When was this?

25          Didn't he work until the end of the year?

1 I don't know if that had anything to do with it.

2 I know -- I mean I'm not sure why he wanted it dated  
3 last week and subsequently I don't know why. I never  
4 followed up and did that. But I sent him two other things  
5 for his signature around that date. But I don't think I  
6 ever sent him that one.

7 Q. But he asked you to date that---

8 A. Yes.

9 Q. ---letter essential dated early last week.

10 A. Yes, it does say that.

11 Q. Did you ever draft a letter for him?

12 A. I think I drafted it. I don't believe that he  
13 ever -- that we exchanged -- ever exchanged it. I did  
14 exchange with him two documents regarding vehicular use and  
15 educational reimbursement.

16 Q. Okay.

17 MR. GENTRY: Plaintiff's Exhibit 6, memo to Preston  
18 from Jones, November 17<sup>th</sup>, 2008, was marked for  
19 identification.

20 Q. Looking at the -- at Exhibit 6, is that the, the  
21 second page, is that the letter that you drafted for  
22 Mr. Preston's signature approving your travel to Germany?

23 A. That is.

24 Q. And it's dated November 17<sup>th</sup>, '08?

25 A. Yes.

1 Q. But the letter was actually drafted on  
2 December 1<sup>st</sup> of '08?

3 A. According to this, yes.

4 Q. Do you have any reason to believe that it was  
5 actually drafted on November the 17<sup>th</sup>?

6 A. No.

7 Q. Why did you believe that you needed to get approval  
8 for this travel from Mr. Preston before you left office?

9 A. Because the threats from the council that was  
10 taking office was that they were gonna shut down our office.

11 Q. So, you felt like he was the only one whose going  
12 to approve this travel?

13 A. Well, he was my boss at the time. I mean I had  
14 been mocked and called all sorts of names on the radio and  
15 everything else, and they were saying they were gonna close  
16 our office, and I was the first one to go. I was just  
17 trying to get all the pieces prepared to continue to do a  
18 program of work that would be suitable to bring industry to  
19 Anderson County.

20 Q. When you were hired in '06, was use of a county  
21 vehicle a part of your employment package that you  
22 negotiated?

23 A. It was.

24 Q. Did you receive it immediately?

25 A. No, I used, on and off, an existing vehicle that

1 actually broke down a couple of times and we ended up going  
2 out and getting a vehicle, and then I used that vehicle as  
3 a -- what they call an assigned vehicle.

4 Q. Okay.

5 A. That was within two months. They purchased the  
6 vehicle within two months of my hire.

7 Q. Okay. Let's mark this as Exhibit 8.

8 MR. GENTRY: Plaintiff's Exhibit 8, email from Jones to  
9 Preston, November 26<sup>th</sup> of 2008, is marked for  
10 identification.

11 Q. Can you identify this exhibit for me please?

12 A. It is a memorialization document that I wrote on or  
13 around -- I believe somewhere around the  
14 November 25<sup>th</sup>/26<sup>th</sup> timeframe. When I was hired, a  
15 couple of things were a part of my negotiated employment  
16 agreement, and when Mr. Preston -- I don't know what we want  
17 to call it.

18 when he announced, at the council meeting, that he  
19 would be departing, this is one of the things that occurred  
20 to me. So, I asked him if he would please check. I said  
21 did you put these files in my or these documents in my file,  
22 and he said I remember doing that. And, so, when we  
23 checked, Phyllis did not have copies of them in my file for  
24 whatever reason.

25 And, so, I went back and dated them for the date of my

1 hire, which she did have a copy of in there on the P.A.F.  
2 form and dated it for that to memorialize what he and I  
3 talked about.

4 Q. And Phyllis is Phyllis McAllister?

5 A. It is.

6 Q. What is her position?

7 A. HR.

8 Q. So, the memo attached to this email is dated  
9 October 16<sup>th</sup>, 2008?

10 A. That's correct, which was the date of hire.

11 Q. Okay.

12 A. Oh, wait. I don't know why it was dated 2008  
13 actually. It should of been '06 because that's the date I  
14 was hired was October 16<sup>th</sup>, 2006.

15 Q. This might be it. Let me mark this Exhibit 9.

16 MR. GENTRY: Plaintiff's Exhibit 9, email from Jones to  
17 Preston, November 26<sup>th</sup> of 2008, was marked for  
18 identification.

19 A. And there it is.

20 Q. So, Exhibit 9 is an email from you to Mr. Preston  
21 forwarding the memo for your file?

22 A. Reflective of the date change, which would be my  
23 date of hire.

24 Q. Dated October 16<sup>th</sup>, 2006?

25 A. Correct.

1 Q. Did you do this at his request?

2 A. Well, I mean I went to him and said are these in  
3 there, but when we found out they weren't, I said I'd like  
4 to do something to memorialize that since that and the  
5 employment reimbursement -- I mean the educational  
6 reimbursement were conditions of my hire and he said okay,  
7 draft something.

8 Q. He said draft something and date it, backdate it  
9 appropriately?

10 A. I don't remember if he said to backdate that or if  
11 that was something I did on my own. But that was the  
12 original date that it was suppose to have been put in there.

13 Q. Did he sign this backdated document?

14 A. He did.

15 MR. GENTRY: Plaintiff's Exhibit 10, memo to Jones from  
16 Preston, October 16<sup>th</sup>, 2006, was marked for  
17 identification.

18 Q. Is Exhibit 6 a copy of his signed document?

19 A. Yes.

20 MR. GENTRY: Okay. Plaintiff's Exhibit 7, memo to  
21 Phillips from J.R.P., December 1, 2008, was marked for  
22 identification.

23 Q. Looking at what I've marked as Exhibit 11, can you  
24 identify that for me please?

25 A. The underscored piece looks like a letter, the

1 letter, and then the top piece looks like something he's  
2 forwarded to Phyllis.

3 Q. Looks like maybe there's a sticky note?  
4 A. Like an interoffice, yeah, like an interoffice  
5 sticky note.

6 Q. On top of the memo?  
7 A. Of the memo that seems to be the last memo.

8 Q. It looks like Exhibit 10, but we just can't see  
9 the---

10 A. Right. We can't see the date and/or the to from  
11 portions.

12 Q. And this is a note from Mr. Preston?  
13 A. From J.R.P. to Phyllis.

14 Q. Dated December 1<sup>st</sup> of '08?  
15 A. Correct.

16 Q. Is this how you would of sent things through  
17 interoffice mail, put a note?

18 MR. GENTRY: And the transcript indicates the witness  
19 nods.

20 Q. So likely he signed this?  
21 A. Put a sticky note on it.

22 Q. Put a sticky on there, signed his initials, put it  
23 on his desk for---

24 A. Or put it in an interoffice envelope. Presumably  
25 she's aware of what it was about since we both talked to



1 her.

2 MR. GENTRY: Plaintiff's Exhibit 12, email from Jones  
3 to Preston, November 26<sup>th</sup>, 2008, was marked for  
4 identification.

5 Q. I just handed you Exhibit 12, and is this a  
6 backdated memo you prepared for Mr. Preston's signature?

7 A. It is, for the same memorialization of a condition  
8 that I negotiated in my employment in '06.

9 Q. Did he sign it?

10 A. I believe he did.

11 Q. Do you know when he signed it?

12 A. I do not.

13 Q. This memorandum reflects an understanding that the  
14 county will pay your costs for two classes per given  
15 semester or four in any year.

16 Did you ever actually take those classes?

17 A. No.

18 Q. Okay.

19 A. I never -- so I can be 100 percent clear, I did not  
20 receive any reimbursable expenses for educational  
21 opportunities while I was with Anderson County.

22 Q. Okay. The subject of this memo, it says county  
23 vehicle.

24 A. Right.

25 Q. Is that because you took the last---

1 A. Exactly.

2 Q. ---memo and changed the body of it---

3 A. Right.

4 Q. ---and sent it without ever double-checking the  
5 subject matter?

6 A. Yes.

7 Q. Okay.

8 MR. GENTRY: Plaintiff's Exhibit 13, memo to Jones from  
9 Preston, October 16<sup>th</sup> of 2006, was marked for  
10 identification.

11 Q. Is Exhibit 13 the backdated memo that Mr. Preston  
12 signed?

13 A. It is the signed copy of the memorialization of the  
14 reimbursable costs for education determined on the date of  
15 hire.

16 MR. GENTRY: Plaintiff's Exhibit 14, memo to Jones from  
17 Preston, October 16<sup>th</sup>, 2006, was marked for  
18 identification.

19 Q. Turn to the second page of Exhibit 14.

20 This memorandum actually has the correct subject  
21 matter, educational reimbursement, correct?

22 A. Right. I caught it after the fact, and went back  
23 and changed the title.

24 Q. Did Mr. Preston sign this memo?

25 A. Actually I think he signed the one that said county

1 vehicle because I remember thinking oh well, whatever.

2 Q. Going back to the memorandum about school  
3 reimbursement---

4 A. Yes, ma'am.

5 Q. ---which exhibit number is that?

6 A. That's 14.

7 Q. It states that your school expenses will be  
8 reimbursed one hundred percent, is that correct?

9 A. It does state that, uh-huh. (Affirmative).

10 Q. Was that county policy or was it the policy you're  
11 reimbursed only 80 percent?

12 A. The county policy was 80 percent.

13 Q. But Mr. Preston was giving you a hundred percent?

14 A. Correct.

15 Q. All right. Thanks for clarifying that.

16 A. Yeah.

17 MR. GENTRY: Mr. Davis asked are you gonna finish up?

18 Ms. Parham replied I don't have any questions at this  
19 time. Please answer any questions that Mr. Davis may have,  
20 and at this point the interrogator is Mr. Davis.

21 Q. Good afternoon, Ms. Jones. My name is Lane Davis  
22 and I represent Mr. Preston along with Candy Kern-Fuller,  
23 who I believe you may have met before.

24 The first thing I'd like to do, if you don't mind, is  
25 can you turn to Exhibit 4?

1 I'm going to be referring to several of the exhibits.  
2 It may be easier just for you to hold them in front of you.

3 A. Okay.

4 Q. Is this document, which is been marked as Exhibit  
5 4, relate to a trip that Upstate Alliance was scheduled in  
6 Germany?

7 A. Correct.

8 Q. What was the purpose of that trip?

9 A. Automotive, calling on automotive related  
10 companies. Like it says, OEM suppliers and existing  
11 industries.

12 Q. Why was Upstate Alliance targeting automotive  
13 companies, OEMs, suppliers, and existing industries?

14 A. Because in late '08 the Alliance redid their  
15 strategic plan and identified several clusters within the  
16 region that would be applicable for the ten counties and  
17 automotive was one of those.

18 Q. Was that an association with Clemson's initiatives  
19 in relation to the automotive industry?

20 A. I would assume so, but I don't remember, for the  
21 purpose of this meeting, if ICAR went or not.

22 Q. Was the automotive industry one of those particular  
23 subsections that Upstate Alliance had deemed an appropriate  
24 target for economic development for its members counties?

25 A. Correct.

1 Q. Did you ever go on the trip to Germany?

2 A. I did not.

3 Q. Did Anderson County ever expend any funds with  
4 respect to your traveling to Germany?

5 A. No, sir.

6 Q. Would this have been a normal type of trip, for  
7 somebody who is in economic development, to attend?

8 A. Yes, sir, several of my colleagues in that region  
9 did attend.

10 Q. Who else attended that you knew?

11 A. Specifically I don't remember which of the economic  
12 development directors, but I remember seeing a report where  
13 it said local developers from the region and Eric Miller  
14 sent a report out to the member counties with his business  
15 development talking about it.

16 Q. Did other counties think it was worthwhile to send  
17 members of their economic development staff to Germany?

18 A. In that they approved it and expended monies on it,  
19 my answer would be yes, sir, presumably.

20 Q. But other counties had sent people on that,  
21 correct?

22 A. Yes, sir, that's my understanding from the report.

23 Q. With respect to the trip that you were identifying  
24 in your email to Mr. Preston dated December 1<sup>st</sup> of 2008  
25 marked as Exhibit 4, did you ever prepare a memorandum with

1 respect to that trip?

2 A. I believe I did, yes, sir.

3 Q. Before we move on to that memorandum, can you look  
4 at the second real sentence on your, in your email to  
5 Preston, the one that says, and I quote, "provided I have  
6 travel money remaining, I would like approval to attend this  
7 fishing trip"?

8 what did you mean when you wrote provided I have travel  
9 money left?

10 A. We are or were allocated, line item by line item,  
11 within a budget, and then the county approves the budget  
12 based on the projections of that particular department.  
13 And, so, what I would do is each year is travel forecast the  
14 type of events, trade shows, travel, et cetera, that we  
15 would be taking. You don't always take the exact trip.  
16 Either the conditions change, the markets change, sometimes  
17 air flights would be cost prohibitive.

18 So, what I was -- what I always tried to do was if it  
19 was not one that was documented in the actual budget that I  
20 sent over that the council approved, I would always go back  
21 and get subsequent approval for that travel provided that  
22 the money would still be in line with us not going over our  
23 travel budget.

24 Q. Are you indicating, by that verbiage, that you had  
25 no intention to exceed your budget at that time?

1 A. That's correct.

2 Q. You weren't going to ask for additional monies to  
3 travel to Germany, were you?

4 A. No, sir.

5 Q. In fact, in your next sentence you discuss pursuing  
6 a grant for Innovate Anderson.

7 Tell me, what would that process entail?

8 A. It's the same process I went through for the trip  
9 to China. I just went before the board and asked them that  
10 they contribute, from their private sector funds, monies to  
11 the economic development office so that I could travel.

12 Q. Underneath the scenario of your traveling to  
13 Germany, did you ever have any intention of asking county  
14 council to allocate any additional funds beyond what had  
15 already been budgeted for you in that fiscal year?

16 A. No, sir.

17 Q. In fact, you never spent any money to go to  
18 Germany, did you?

19 A. I still have never been, no, sir.

20 Q. Can you look at Exhibit 6 for me?

21 A. Yes, sir.

22 Q. Is that the memorandum that you referred to earlier  
23 in relation to the proposed trip to Germany?

24 A. Yes, sir.

25 Q. Do you know whether you ever actually sent this

1 memorandum to Mr. Preston?

2 A. I know I never got it signed, and all of the other  
3 stuff that was going on, I don't know if it -- if I just  
4 didn't send it to him or if he just never signed it.

5 Q. But you don't recall ever receiving a signed copy  
6 of this memorandum back?

7 A. No, I don't.

8 Q. And you never traveled to Germany, did you?

9 A. I did not, sir.

10 Q. Would you look at Exhibit 12 for me?

11 A. Yes, sir, I'm there.

12 Q. When was Exhibit 12 dated?

13 A. If you're, if you're referring to the Page 1 --?

14 Q. Yes, sir, or yes, ma'am. Sorry.

15 A. November 26<sup>th</sup>.

16 Q. November 26<sup>th</sup> of 2008?

17 A. I'm sorry. Yes.

18 Q. Is that an email to you from Mr. Preston?

19 A. It is.

20 Q. Does it say subject, school memo for file?

21 A. Yes, sir.

22 A. As of November 26<sup>th</sup> of 2008, are you asking  
23 Mr. Preston to consider signing the memorandum regarding  
24 reimbursables for tuition from the county?

25 A. No, sir, I'm not asking for anything to be



1 reimbursed.

2 Q. Are you trying to ask Mr. Preston to memorialize  
3 terms and conditions of your already existing employment  
4 contract?

5 A. Yes, sir.

6 Q. What were those terms and conditions that you were  
7 trying to get Mr. Preston to memorialize?

8 A. Specifically I was trying to get him to memorialize  
9 the use of a county vehicle as an assigned take home vehicle  
10 as well as the reimbursable, reimbursable expenses at a  
11 hundred percent, which differed from the county SAPP, which  
12 was 80 percent.

13 Q. Were those terms and conditions that you had  
14 already negotiated with the county at the time of your hire?

15 A. Yes, sir.

16 Q. Were you asking the county to provide you with any  
17 additional benefits with respect to your employment as of  
18 November 26<sup>th</sup> of 2008?

19 A. No, sir.

20 Q. Is it your understanding that previously there were  
21 memoranda in your employment file that actually reflected  
22 those terms and conditions?

23 A. Yes.

24 Q. And is it your understanding that those memorandum  
25 were missing for some reason or another?

1 A. Yeah, I don't know why, but they were not there.  
2 Q. Was that the purpose behind your preparing the  
3 memorandum to replace the obviously missing memoranda?  
4 A. That's correct.  
5 Q. Is that the reason why these memoranda or certain  
6 versions of them, of the memorandum are dated  
7 October 16<sup>th</sup> of 2006?  
8 A. That is the exact reason.  
9 Q. Is that, in fact, the day you were hired?  
10 A. Yes.  
11 Q. And the reason why the memoranda reflects the date  
12 you were hired was because they are simply meant to  
13 memorialize what the terms and conditions were of your  
14 employment contract as of that date?  
15 A. Yes, sir.  
16 Q. Were you ever provided any reimbursement with  
17 respect to continued, continuing learning classes as  
18 contemplated by the memorandum reflected in Exhibit 12?  
19 A. No, sir.  
20 Q. Were you ever provided any such reimbursements,  
21 ever?  
22 A. No, sir.  
23 Q. Did you ever approve any material benefit with  
24 respect to having that term and condition as part of your  
25 employment contract?

1           A. No, sir.

2           Q. Did the county, at anytime, expend any funds with  
3 respect to reimbursing you for tuition incurred with respect  
4 to continuing on your classes contemplated by the memoranda  
5 of December 12?

6           A. No, sir.

7           Q. Will you look at Exhibit 9 with me?

8           A. Yes, sir, I'm there.

9           Q. Does this memoranda reflect the terms and  
10 conditions that you negotiated with respect to the use of  
11 the county car during your tenure as the assistant county  
12 administrator, administrative for economic development?

13          A. Negotiated and had been following since that time  
14 of my hire.

15          Q. Was that a part of the terms and conditions of your  
16 employment when you were hired back in October of 2006?

17          A. That's correct.

18          Q. Is it your understanding that previous memoranda  
19 existed in your personnel file that actually, actually  
20 reflected those terms and conditions?

21          A. That was my understanding.

22          Q. And, for some reason, that memoranda is no longer  
23 there after Mr. Preston had agreed to leave the county?

24          A. That's my understanding, yes.

25          Q. When did you first receive a vehicle from the

1 county?

2 A. I received a temporary, if you will, vehicle  
3 about -- I think it was a week after I started, give or take  
4 a few days. That was an older vehicle that, that -- that  
5 particular department used, and they went out for  
6 procurement. Robert Carroll's office went out under the  
7 state procurement and we went to a state dealership in  
8 December and they purchased the vehicle that I drove from  
9 that point on. So, it was -- I got a vehicle almost  
10 immediately. But I got the vehicle that I continued to  
11 drive two months after my employment or hire. Sorry.

12 Q. Was that in December of 2006?

13 A. That's correct.

14 Q. Was December of 2006 the first time that you began  
15 using the vehicle and the county actually purchased for you  
16 to use in your role as the assistant count (sic)  
17 administrator for economic development?

18 A. The one that they purchased for me, yes.

19 Q. What type of vehicle was that?

20 A. It was an SUV. It was a Yukon.

21 Q. Why would the assistant county administrator in  
22 charge of economic development need such a vehicle?

23 A. We often picked up, at least monthly, picked up  
24 people from GSP or other or sometimes even Hartsville in  
25 Atlanta and transported them with their luggage from the

1 airport. We also had folks, folks drive into the county  
2 that he had to take out in the fields and pastures and  
3 whatnot. So, we needed a four wheel drive.

4 We also needed the capacity to hold large numbers of  
5 people in a, you know, without them having to climb over one  
6 another and it needed to be reliable, and the vehicle that  
7 we were using prior to my coming continued to break down on  
8 the staff.

9 Q. Did you continuously use that vehicle for the  
10 balance of 2006?

11 A. Which vehicle?

12 Q. The SUV that the county purchased for you.

13 A. I used it from the time I got it in December until  
14 I departed the county in '09.

15 Q. But you continuously used it in 2006, correct,  
16 until -- from December of '06 to the end of December of '06?

17 A. For the approximate 30 day timeframe I did use  
18 that.

19 Q. And you used it for the entirety of 2007?

20 A. I did.

21 Q. And you used it for the entirety of 2008?

22 A. I did.

23 Q. And when did you leave in 2009?

24 A. I was put on leave with pay in July, and I actually  
25 turned the vehicle in that day, the next day of my own will.

1 Q. So, you continuously used it through July of 2009?

2 A. Like the end of July.

3 Q. And by that point Mr. Preston had already left the  
4 county for approximately seven or eight months?

5 A. Correct.

6 Q. Did you get charged on your W-2's for the use of  
7 the county vehicle?

8 A. Yes, sir, each year.

9 Q. Each year, every year, your W-2's reflected your  
10 use of the county vehicle, did it not?

11 A. Yes, sir.

12 Q. Now, if you look at what we were previously looking  
13 at as Exhibit 9.

14 Does Exhibit 9 reflect the terms and conditions of your  
15 employment contract with respect to the use of the county  
16 vehicle as negotiated back in October of 2006?

17 A. Yes, sir.

18 Q. Does the memorandum in Exhibit 9 reflect your --  
19 reflect what was your consistent uses to the county vehicle  
20 in 2006, 2007, 2008, and March of 2009?

21 A. Yes, sir.

22 Q. Does the memorandum reflect, reflected in Exhibit 9  
23 confer any new benefit?

24 A. No, sir.

25 Q. Does the memorandum in Exhibit 9 reflect what had

1 been terms and conditions of your employment contract dated  
2 back to October 16<sup>th</sup> of 2006?

3 A. Yes, sir.

4 Q. Did the county incur any new liability by virtue of  
5 Exhibit -- the memoranda reflected on Exhibit 9?

6 A. No, sir.

7 Q. That was part of the deal from the beginning,  
8 wasn't it?

9 A. It was.

10 Q. With respect to Exhibit 13 --

11 A. Okay.

12 Q. -- do you know of any degree of certainty of which  
13 date, what specific date Mr. Preston actually signed this  
14 document?

15 A. No, sir.

16 Q. Do you know, with any degree of certainty, that the  
17 date on which Mr. Preston signed the memorandum related to  
18 your use of the county vehicle?

19 A. No, sir.

20 Q. Can you look at Exhibit 7?

21 A. Yes, sir, I'm there.

22 Q. Does Exhibit 7 reflect a laundry list of clean-up  
23 items that needed to be done before Mr. Preston's departure?

24 A. Yes.

25 Q. Isn't that what that is?

1 A. That's exactly what that is.

2 Q. And Item Number 3 on Exhibit 7, which was skipped  
3 over, is the one that says memos for H.S.J.'s file  
4 re-education and vehicle use, does it not?

5 A. Yes, sir.

6 Q. Are you H.S.J. as reflected in that email?

7 A. Heather Simmons Jones, yes, sir.

8 Q. And this is an email from you to Mr. Preston dated  
9 November 26<sup>th</sup> of 2008, is it not?

10 A. Yes, sir, it is.

11 Q. And the purpose of this is to ensure that the items  
12 that we knew, which were in existence, any problem could be  
13 taken care of before Mr. Preston left, correct?

14 A. Correct.

15 Q. Are you surprised that an outgoing county  
16 administrator would have certain administrative paperwork  
17 things that needed cleaned up prior to his departure?

18 A. I was one myself and no, I'm not surprised.

19 Q. Do other people in economic development staffs  
20 surround the state from other counties, do they get use of  
21 cars?

22 Is that a common thing?

23 A. I would say so. Ninety percent of them.

24 Q. You would say approximately, approximately  
25 90 percent do?



1 A. Yes.

2 Q. And you were part of that 90 percent, weren't you?

3 A. Obviously, yes.

4 Q. Can I ask you to look at Exhibit 14 for me?

5 A. Yes, sir, I'm there.

6 Q. Is this a -- the top -- first page of Exhibit 14 is  
7 dated November 26<sup>th</sup> of 2008.

8 Do you see that?

9 A. Yes, sir.

10 Q. Does this document relate to the school memoranda  
11 that we had just discussed?

12 A. Yes.

13 Q. Is that the memoranda that discusses the  
14 reimbursement for certain tuition costs that you would have,  
15 would have during continuing learning sessions related to  
16 your employment with the county?

17 A. It's the exact same document previously discussed  
18 and regarding the prior document vehicle use with a changed  
19 title.

20 Q. Looking at Page 2, the one that Bates stamp PLF  
21 00865, and it says re, that's where you were referring to  
22 where you changed the actual, the actual regarding education  
23 and reimbursements, correct?

24 A. Yes, sir.

25 Q. But prior to your ability to submit the revised

1 version to Mr. Preston, he had already executed the prior  
2 one, had he not?

3 A. He did. My assumption is that, in our interoffice  
4 envelope, it must have changed because I wrote this and then  
5 I get, at some point, the document and he had already done  
6 the old one. So, there wasn't really any need to make him  
7 fix it.

8 Q. Have you sent an earlier version of the memorandum  
9 reflected on Page 2 of Exhibit 4 -- 14?

10 A. Yes, sir.

11 Q. Did it have a typographical error in the regarding  
12 section?

13 A. Yes, sir.

14 Q. Did it relate to the county vehicle instead of  
15 educational reimbursement?

16 A. The re -- the regarding line --

17 Q. Right.

18 A. -- still said county vehicle. The text of the  
19 memoranda was the same.

20 Q. So, what you did was, I understand correctly, you  
21 went back -- sorry.

22 You went back and you corrected that typo?

23 A. Correct.

24 Q. Did you insert educational reimbursement to reflect  
25 what the actual memorandum was about?

1           A. I did.

2           Q. Prior to your ability to submit that to

3 Mr. Preston, however, he had already executed the one with

4 the typographical error?

5           A. Correct.

6           Q. When did you submit the memorandum that had the

7 change on it?

8           Is that reflected on Page 1 of Exhibit 14?

9           A. I don't remember.

10          Q. Does Page 1 of Exhibit 14 reflect the modifications

11 in it?

12          A. It says modified Wednesday, November 26<sup>th</sup>, 2008,

13 at 2:03 and 56 PM.

14          Q. I'd like to ask you and I promise that I'm winding

15 down. Ms. Tally probably will have some follow-up

16 questions, but I don't know that.

17          When you go on economic development trips, what

18 percentage of trips result in concrete economic development

19 deal?

20          A. I'm laughing because I just authored au fait in the

21 State Newspaper about that subject matter. It is a very

22 slim amount of times. I don't think that I have -- that I

23 ever have left an economic development trip with a CLD on

24 hand. The governor recently received some criticism about

25 that same question.

1        Economic development is a team sport, but it is a very  
2 lengthy process. And, so, to say, you know, did you receive  
3 a deal in China and Canada at said trip is really an  
4 unrealistic metric for travel in that regard. I think you  
5 have to look at economic development over the time, over the  
6 years that you've created those relationships and continued  
7 to grow them.

8        Q. Is it more appropriate to evaluate economic  
9 development over a long period of time as opposed to a  
10 trip-by-trip basis?

11       A. It is.

12       Q. Is that because a fairly low number of economic  
13 develop trips actually manifest themselves into a concrete  
14 immediate deal?

15       A. That is correct.

16       Q. When you go on those economic development trips, do  
17 you network?

18       A. Absolutely.

19       Q. Do you meet people in respective industries that  
20 may be attractive for development in Anderson County?

21       A. Sure. That's why you hope to go.

22       Q. Do those connections that you make frequently pan  
23 out, so to speak, in unforeseen ways later?

24       A. Yes, and sometimes you don't even know. I mean you  
25 may -- that person may never reveal the first time they

1 heard of Anderson County was at said conference. I mean  
2 there's really no exact science in that part.

3 Q. If you don't go fishing, so to speak,  
4 metaphorically, at those conferences, you can't catch the  
5 fish, right?

6 A. It's a lot more difficult to sit behind your desk  
7 and wait.

8 Q. If Mr. McAbee had a view that the Economic  
9 Development Board should be more proactive -- well, first of  
10 all, did he ever express that view to you?

11 A. Yes.

12 Q. Why did he think the Economic Development Board  
13 should be more proactive?

14 A. Well, I can only assume, I mean, that he wanted it  
15 to be more proactive because he didn't like just being in an  
16 advisory capacity, that he felt like maybe we could do more  
17 in the county. But I don't remember him ever saying  
18 specifically to me why he wanted it to be more proactive.

19 Q. Do you have any reason to believe that Mr. McAbee's  
20 view that the Economic Development Board should be proactive  
21 was incorrect or an improper one for some reason?

22 A. No, it's just a different direction.

23 Q. Earlier we were discussing the rail line in the  
24 Belton area.

25 what is Belton's proximity to Interstate I-85?

1           A. Maybe ten. I don't know.

2           Q. Do you have any reason to believe that Amy Plummer  
3 and Bill McAbee ever obtained any personal leads on economic  
4 development projects from their connection to economic  
5 development?

6           A. Are you -- I mean from the information that was  
7 provided at meetings, is that---

8           Q. No, I mean in their travels.

9           Did they ever procure personal leads on projects from  
10 their connection with economic development?

11          A. I guess the instance would be defined if they  
12 received something on Lincoln Oil and I don't know that.

13          Q. Any other instances you can think of besides  
14 Lincoln Oil?

15          A. That's the only project that came to fruition that  
16 they were involved in during my tenure. So, I think that's  
17 the only one that I could speak to unless I'm forgetting  
18 something.

19          Q. Do you know whether Mr. McAbee was on the Economic  
20 Development Board prior to becoming a county council member?

21          A. It's my understanding that he was.

22          Q. Are you aware of any other council members who were  
23 previously members of the Economic Development Board?

24          A. Only, as I stated earlier, that there were usually  
25 two designated as ex-officios to the Advisory Board. So

1 those varied from time to time. I mean Mr. McAbee, it's my  
2 understanding, actually served on the development board as  
3 an Advisory Board member. Solely as a board member prior to  
4 his being elected to the term of council if that is quite  
5 clear.

6 Q. Do you recall Mr. McAbee ever telling you that he  
7 felt that all members of the Economic Development Board  
8 should attend SCED?

9 A. He did.

10 Q. Did you agree with that?

11 A. Yeah, I think, as I said earlier, that the members  
12 of the board as well as members of the county council,  
13 that's what it's created for, is to give those people, on a  
14 grassroots level, at the home front, a better understanding  
15 so they can support their local developers and make  
16 decisions outside of the little vacuum of their own  
17 community in a more worldly prospective.

18 MR. GENTRY: Plaintiff's Exhibit 16, email from Jones  
19 to Preston, September 7<sup>th</sup>, 2006, was marked for  
20 identification, and this is Ms. Parham examining again.

21 Q. I just handed you what I think is Exhibit 15, and  
22 it looks like an email from you to Mr. Preston prior to your  
23 employment with the county, is that correct?

24 A. That's what it looks like, uh-huh.

25 Q. And in this email you refer to your letter of

1 acceptance with a summary of your offering and other duty  
2 clarifications.

3       There's nothing attached to this exhibit, but can you  
4 summarize what was attached to the best of your memory?

5       A. I had a week cruise planned. And, so -- and it was  
6 literally like two weeks after I was to start my job. So,  
7 that was one of the things I know was in there, that it was  
8 okay for me to go ahead and take that because, at that  
9 point, I would not have accrued leave for a week yet, my  
10 salary. I would assume that I went ahead, at that point,  
11 and also talked about the educational components as well as  
12 the vehicular use and start date.

13       Oh, I don't -- oh, I know what else. I think  
14 Mr. Preston wanted to do maybe like a mutual announcement  
15 with my current employer. So, it's more like everyone's  
16 happy for Heather as opposed to it being negative with me  
17 leaving Beaufort. So, I think I had made mention that we  
18 had kind of a concerted departure.

19       Q. You testified, in response to Mr. Davis' question,  
20 that you understood the memorandum to be in your file that  
21 supported giving you use of the vehicle as well as the  
22 education reimbursement.

23       A. Correct.

24       Q. Did you ever see that memoranda?

25       A. I did not.



1 Q. Can you say for certain that it existed?  
2 A. I can not say for certain.  
3 Q. If you look at Exhibit 7, can you confirm whether  
4 or not any of the laundry, "laundry list" of activities, as  
5 Mr. Davis characterized it, was completed before  
6 December 1<sup>st</sup>, 2008?  
7 A. I can't tell when you those things were. I mean --  
8 you mean -- well, define completely for me because do you  
9 mean like that he signed off on them or --?  
10 Q. Can you confirm for certain that he took any action  
11 on that laundry list of activities before December 1<sup>st</sup>,  
12 2008?  
13 A. I can not confirm. The only one that I would say  
14 that I could probably confirm is the educational school memo  
15 where I had obviously gotten it before his signed signature  
16 on the one that I messed up on before the new one got to him  
17 on the 26<sup>th</sup>. But that's really the only one that I can,  
18 you know, have any kind of specifics about.  
19 Q. Do you recall receiving the signed memorandum about  
20 the educational assistance before December 1<sup>st</sup>, 2008?  
21 A. I don't remember the date that I received it.  
22 Q. Is it conceivable that Mr. Preston received both  
23 memoranda, the one with the subject line that referred to---  
24 A. Vehicle.  
25 Q. ---vehicle and the second memoranda that referred

1 to educational assistance, as you corrected it, signed one  
2 or, I'm sorry, received both of them, the memoranda, and  
3 left them on his desk for a number of days and then picked  
4 up the one that he did, in fact, sign and sign it after  
5 December 1<sup>st</sup>, 2008?

6 Mr. Davis object to the form.

7 A. I mean anything's possible. I mean I can't say  
8 definitively yes that that happened or definitively no that  
9 didn't happen.

10 Q. I guess my point is, is it possible that he  
11 received both memoranda, but didn't execute the one with the  
12 inaccuracy until after December 1<sup>st</sup> of 2008?

13 A. I guess it's conceivable.

14 Q. You were a county administrator of Allendale  
15 County, is that correct?

16 A. Correct.

17 Q. Did you ever backdate any documents?

18 A. I don't believe I did or had a need to.

19 Q. Do you believe that's appropriate?

20 A. I believe, to memorialize something that had  
21 already been promised, and, in this case, word was given, it  
22 was a memorialization. It was not an accrual of any  
23 benefits. So, I don't think, in that case, it's wrong.  
24 Would I have a different opinion about a different scenario,  
25 possibly, yes.

1 Q. Can you give us the circumstances of your departure  
2 from the county?

3 A. The letter that I received in the mail said lack of  
4 trust in my ability to work with the current county council.

5 Q. You received that letter, I guess, shortly before  
6 August of '09?

7 A. Actually in August of '09.

8 Q. Are you currently employed?

9 A. No.

10 Q. And what were the circumstances of your departure  
11 from your most recent employer?

12 A. The SUTA taxes, the unemployment taxes, S-U-T-A,  
13 SUTA, my former employer, and I was employed until two weeks  
14 ago, has a temporary agency attached to their services, and  
15 they're increasing their unemployment insurance. It went  
16 from about \$130,000 to in excess of \$650,000, and they have  
17 had to dissolve part of their business development division,  
18 and they gave me six months of on-site. I continued to  
19 work. They gave me six months notice.

20 MR. GENTRY: Defendant's Exhibit 19, email from Jones  
21 to Preston, November 26<sup>th</sup>, '08, was marked for  
22 identification.

23 This is examination by Mr. Davis.

24 Q. Is what has been marked as Exhibit 19 reflect that  
25 laundry list of to do items you just spoke about earlier

1 during my questions?

2 A. At the bottom it -- in it does, yes.

3 Q. And does Mr. Preston respond to your do, to do list  
4 directly above?

5 A. Will take care of it Friday.

6 Q. Yes, ma'am.

7 A. Yes, that's what he says.

8 Q. Does Mr. Preston send an email to you on Wednesday,  
9 November 26<sup>th</sup>, 2008, at 4:34PM in response to your subject  
10 to do list, and say, and I quote, "okay, we'll take care of  
11 it Friday?"

12 A. That's what it says.

13 Q. And just for clarity, for purposes of the record,  
14 that was Wednesday, November 26<sup>th</sup>. So, Thursday would be  
15 November 27<sup>th</sup>, and the Friday that he's referring to was  
16 Friday, November 28<sup>th</sup> of 2008.

17 Correct?

18 A. Yes.

19 Q. And what he's going to take care of is the to do  
20 list referenced in your email down below, correct?

21 A. Yes, that's what it states.

22 Q. In reference -- one more question.

23 In reference to Exhibit 19 that Mr. Davis just entered  
24 into the record, so this is a question from Ms. Parham,  
25 although Mr. Preston said he would take care of it Friday,

1 do you know for certain if he did?

2 A. Again, I have no knowledge of the date. I mean  
3 there's four, five, six, seven, eight -- eleven items there.  
4 I can't tell you if they were all completed.

5 Q. And, in fact, he did not send the memorandum to  
6 Phyllis until December 1<sup>st</sup>, 2008, correct?

7 MR. GENTRY: Mr. Davis object to the form.

8 A. That's what it says on the sticky note.

9 Q. Do you have any reason to believe that he sent the  
10 memoranda to Phyllis about the vehicle and your educational  
11 assistance prior to December 1<sup>st</sup>, 2008?

12 A. I have no clue.

13 MR. GENTRY: That completes publication of the  
14 portions.

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

16 MR. TESSIER: Your Honor, do you want the original  
17 transcript just handed up at this time or---

18 THE COURT: That will be fine.

19 MR. TESSIER: Okay. In addition, for the record sake,  
20 the documents he referred to in that exchange that are  
21 preadmitted and not objected to are here and I'll just hand  
22 those up, and there were two, I think, that were objected  
23 to. I think we'd admit those.

24 MR. GENTRY: Can we converse for a second and tell me  
25 what the objections are?

1 THE COURT: Please do. Go right ahead. Let me know  
2 when you're ready.

3 (Pause.)

4 MR. GENTRY: Your Honor, the, the---

5 THE COURT: Order please. Order. Come to order,  
6 please. Thank you.

7 Yes, sir.

8 MR. GENTRY: The two exhibits to, to which there's an  
9 objection each consist of two pages. The second page of  
10 which is the memorandum created by Ms. Jones for Mr. Preston  
11 to sign and those -- the second page, in each case, are not  
12 objected to, and, in fact, are in the record in other  
13 places. Mr. Davis' objections to the first page in each  
14 case, which was a, a -- what appears to be a, a computer  
15 property printout that indicates when the document was  
16 edited.

17 Ms. Jones, in each case, was questioned about those  
18 computer properties, and, and read from them and read into  
19 the record when these, these first pages indicated the  
20 document had been edited, but was not specifically asked if  
21 she could identify it.

22 MR. DAVIS: Your Honor, what he's talking about are the  
23 little fields that you can mind data wise, on your computer,  
24 to show when a document has been modified or created or  
25 updated after the fact, and, in this case, those weren't

1 documents that were created by Ms. Jones. They were created  
2 by someone later.

3 I'm not trying to cast dispersions. I'm not saying  
4 that the county did anything wrong with them. What I'm  
5 saying is that, at some later point, if some -- some person,  
6 who I don't know, did something with respect to a document  
7 presumably they found on a county computer, don't know who  
8 that entailed. I don't know where that, that information  
9 came from. I don't know anything about it. That's at least  
10 two or three layers of hearsay in there. So, we got an 805  
11 objection.

12 There's an authentication problem in there, and if  
13 there's no absolute foundation with respect to those top  
14 pages, then there's a relevance problem because I don't know  
15 where they came from. I don't even know if they pertain to  
16 this particular issue or not. So --.

17 THE COURT: All right. I'll have them marked as as  
18 challenged evidence, and we'll consider them perhaps later  
19 after I take a look at the situation.

20 MR. GENTRY: For the record---

21 THE COURT: You can have them marked for that purpose.

22 MR. GENTRY: They currently bare stickers Plaintiff's  
23 Exhibit 92 and Plaintiff's Exhibit 93.

24 THE COURT: All right. They'll be marked then as  
25 challenged evidence and placed on that list.

1 (WHEREUPON, Plaintiff's Exhibit Nos. 92 and 93 were  
2 marked for identification purposes only at this time.)  
3 MR. TESSIER: Your Honor, I don't know how the Court  
4 wants to handle it, but if it were helpful and you wanted an  
5 excerpted copy of the deposition that---  
6 THE COURT: That's the excerpts that you read?  
7 MR. TESSIER: Yes, sir, if you want it---  
8 THE COURT: Pass it up please. I'll take it.  
9 All right. Are you ready to call your next witness?  
10 MR. TESSIER: Your Honor, at this point, what -- the,  
11 the next witness will be a videotape of the Michael Thompson  
12 transcript that I believe there were just four passages that  
13 were still -- need to be resolved in terms of objections.  
14 THE COURT: Well, would it help for you to have a  
15 conference about that as well?  
16 MR. TESSIER: Yes, sir.  
17 THE COURT: Why don't we take about a five minute break  
18 and let you go over those and then we'll see if you can  
19 resolve those issues?  
20 Court will be in recess for about five minutes.  
21 (WHEREUPON, a short recess was taken at this time.)  
22 MR. DAVIS: Before we jump to this, Your Honor, can I  
23 make a preliminary motion?  
24 THE COURT: Yes, sir.  
25 MR. DAVIS: My understanding is, under Rule 32(A)3(e),



1 it's permissible for a party to submit the deposition  
2 transcript of a witness when there are exceptional  
3 circumstances.

4 THE COURT: Yes, sir.

5 MR. DAVIS: And, in this instance, with Mr. Wilson, he  
6 obviously testified in a manner that was very favorable to  
7 Mr. Preston during his deposition, and today, presumably  
8 because he has a plea bargain, which he's scared of running  
9 afoul of, we could ask him no meaningful questions because  
10 he invoked the Fifth Amendment. So, as a consequence, I'd  
11 like to move, under Rule 32(A)(3)(e), and ask the Court for  
12 leave such that I can designate those parts of Mr. Wilson's  
13 deposition that I feel are material, and that the Court  
14 should consider, and also because, you know, I feel like he  
15 has provided testimony about the Schaum contracts in this  
16 case, and as the county has pointed out, this is a very  
17 public trial and the public deserves to hear what, what his  
18 testimony is, and they should get to hear and compare and  
19 contrast it to what his daughter, Allison Schaum's,  
20 testimony was.

21 So, we make that motion, Your Honor.

22 THE COURT: Yes, sir.

23 MR. TESSIER: Your Honor, I would say, first of all,  
24 that I think it's a perfect opportunity -- issue that should  
25 be briefed perhaps very briefly and let you look at it

1 tonight and give you our version of the official---

2 THE COURT: Well, I'll reserve a decision till in the  
3 morning. There's no -- time is not of the essence. So, if  
4 you'd like to present me with some authority I'll take a  
5 look at it.

6 MR. TESSIER: Thank you, Your Honor, and I---

7 THE COURT: All right.

8 MR. TESSIER: On the Michael Thompson videotape, Your  
9 Honor, just so you can follow along with the, the four  
10 passages that we're objecting to, here's a highlighted  
11 version, and for the court reporter, there's a version as  
12 well, and then the original.

13 THE COURT: All right. Now, what is being objected to,  
14 have you agreed on that or---

15 MR. TESSIER: Yeah, they're about four provision,  
16 sections we'll direct your attention to, Your Honor.

17 THE COURT: All right.

18 MR. TESSIER: These are objections -- our objections,  
19 Your Honor, to designations that they would like to include  
20 in what is read. The first one starts on Page 129.

21 THE COURT: 149?

22 MR. TESSIER: I'm sorry. 129.

23 THE COURT: Twenty-nine.

24 Okay. Yes, sir, I'm there.

25 MR. TESSIER: And as you see, we put a little pen

1 notations of the objections, two sections that starts at  
2 Line 10 and carries over to Page 133.

3 THE COURT: I do see that, yes, sir.

4 MR. TESSIER: And our objection, Your Honor, is really  
5 a hearsay objection and relevance. This appears to be a  
6 passage that relates to harassment of Mr. Thompson by  
7 various members of the community unnamed, and that's our  
8 objection. Relevance and hearsay.

9 THE COURT: Yes, sir.

10 MR. DAVIS: Several things, Your Honor.

11 Number one, we've heard the testimony already about the  
12 issues. They're in the record. They're confirmed. This is  
13 just what Mr. Thompson had to say about it.

14 Now, Mr. Thompson is -- excuse me, Your Honor. Mr.  
15 Thompson is of particular significance in this case because,  
16 in this case, there was a specific allegation about Mr.  
17 Thompson's credibility, and, in this case, Mr. Thompson is  
18 explaining, in this passage and the several passages that  
19 we're gonna see also that they're objecting to, he's  
20 explaining why he was doing what he was doing and it's an  
21 issue of an effect on the listener.

22 This harassment, according to Mr. Thompson, was part of  
23 the reason why, when he was questioned back in June of 2008  
24 about his intention to where he was going to go to work, Mr.  
25 Thompson says look, part of the reason why I didn't respond

1 and say yeah, I'm gonna do that was because people were  
2 calling me and people are sending me letters. I'm -- and  
3 I'm actually a little bit, I don't want to say scared, but  
4 he was -- he had apprehensive certainly, and he, at this  
5 point, was saying look, I don't want to say I'm doing  
6 anything in the public record at this point because the only  
7 thing that happens is it fuels this harassment.

8 And, so, he -- these passages specifically aren't  
9 related to the truth of the matter asserted per se. What  
10 they're trying to do is explain listen, I acted in a certain  
11 way and here's why. I was, I was experiencing a pattern of  
12 systematic harassment. I was actually afraid because of  
13 that, and here's the background of that, and this is why I  
14 did what I did. And that's, that's the purpose of why these  
15 passages are relevant, why they're not hearsay, and why they  
16 should be played along with the rest of the video.

17 MR. TESSIER: And, Your Honor, I only addressed the  
18 first of the four passages. I'm happy to address them all  
19 like Mr. Davis just did.

20 The other ones are even worse, Your Honor. It calls  
21 for speculation or it is speculation. If you look at the  
22 passages that starts on Page 134, this is one of the worst  
23 ones.

24 THE COURT: Yes, sir, I'm looking at that.

25 MR. TESSIER: Right.

1           what they're trying to do, Your Honor, is they say a  
2 question, do you believe there's a correlation between the  
3 voters who support Ms. Wilson and the harassing behaviors  
4 you talked about and she says yes, and then he's asked to  
5 explain, and he just says it's my understanding that, and he  
6 says a variety of things that have no connection to Ms.  
7 Wilson, and says that's what my understanding is.

8           He's purely speculating. They're trying to connect  
9 dots of anonymous threatening letters that he might of  
10 received to sitting council members when there's no proof  
11 that any such harassment was directed by or had anything to  
12 do with Ms. Wilson or Mr. Waldrep, and that's why these,  
13 these particular passages are problematic.

14           The next one, if you looked at Page---

15           MR. DAVIS: Well, Your Honor, can I address them one at  
16 a time?

17           THE COURT: Let him address that one.

18           Go ahead, Mr. Davis.

19           MR. DAVIS: Mr. Thompson's answer wasn't yes. Mr.  
20 Thompson's answer was yes, yes, yes, there was a  
21 correlation. Mr. Thompson went on to explain why he thought  
22 that.

23           Now, here's the thing, Your Honor, and what we're  
24 talking about in this case, and in no small part was the  
25 factual backdrop of why the severance agreement vote

1 occurred on November 18<sup>th</sup> of 2008, what was the political  
2 climate, what were the facts upon which those votes were  
3 cast, and regardless of whether Mr. Thompson's belief about  
4 these issues was correct, that's what he thought. That's  
5 what he thought when he was deposed, and that's the backdrop  
6 upon which he is casting his marble into the pail. And, so,  
7 it's relevant for that purpose.

8 Now, time and time again issues have come up about  
9 evidence in this case, and the county has said hey, it goes,  
10 it goes to weight. Well, if Your Honor hears it, and you  
11 say hey, that's a little bit thin, then it goes to weight.  
12 But it's certainly material and it's certainly relevant and  
13 should be considered and the Court can assign to it whatever  
14 worth it deems proper.

15 THE COURT: In looking at the testimony, counsel, he  
16 starts off by saying "it's my understanding that," and then  
17 he says "well, I mean it's not my understanding."

18 Mr. Davis, does he talk about his understanding or not  
19 his understanding?

20 MR. DAVIS: Well, the very next sentence it says -- he  
21 says I know.

22 THE COURT: Yes.

23 MR. DAVIS: And the next sentence---

24 THE COURT: Then, at the very bottom of the passage, he  
25 says that's what I understand is going on. So, he talks

1 about what his understanding is. So, I'm a little confused  
2 because he starts off saying it's my understanding and then  
3 he says well, it's not my understanding. Then he says I  
4 know, and then, at the end, he says that's what I understand  
5 is going on.

6 MR. DAVIS: Your Honor, if you knew the fellow, you'd  
7 understand exactly the passage.

8 THE COURT: Well, I've never met and don't know him.

9 MR. DAVIS: It's, it's not an issue of what he didn't  
10 know or didn't. It's just that's how he talks. That's how  
11 he thinks.

12 THE COURT: All right.

13 MR. DAVIS: He -- he's clearly supporting his  
14 testimony, and this passage with, with facts that he  
15 believes he knows.

16 THE COURT: All right. Let me back-up.

17 The one -- the first one, I've looked it over, and what  
18 I'm going to do on that is, as to those things in which he  
19 is talking about what Mr. Preston told him that happened to  
20 him, Mr. Preston's a party to the case. He's got a right to  
21 quote that, that. As to the other individuals other than  
22 what happened to him personally, I will exclude that as  
23 hearsay.

24 Okay. So -- and I think we can -- he's talking about  
25 what happened to Ms. Floyd. She's not a party. Well, he

1 talks about happened to him and what he said Mr. Preston  
2 told him happened to him. I'll accept those two, two  
3 quotes.

4 As to the second passage on 134, I do find that he is  
5 stating what his understanding was. It may or may not be  
6 correct, but I think it's being offered to show a state of  
7 mind on his part. I'll accept it or allow it in for that  
8 purpose and give it the weight I think it deserves.

9 Now, there's some others. I see -- the next one I  
10 think I see is 145.

11 MR. TESSIER: That's right, Your Honor. It starts at  
12 the very bottom of 145 and then the key passage to us is the  
13 very last bit of it, which is 146, Line 11.

14 THE COURT: Yes, sir.

15 MR. TESSIER: He says I'm going to have to assume that  
16 it was. So, he confirmed that he's operating purely on  
17 assumption or speculation.

18 THE COURT: Let me just -- let me briefly look over  
19 that.

20 (Pause.)

21 MR. DAVIS: You know what, Your Honor, I don't know  
22 how, how feasible it is to doctor this up like this in light  
23 of the fact that it's video. So, we may have to consult  
24 with our expertise. But I kind of, I kind of concede his  
25 point as to Page 146, Line 7 through 11. I think the stuff



1 above that---

2 THE COURT: I was actually gonna start at Line 4.  
3 That's the question at Line 4, the one before that. He  
4 said -- he's asking are they the same people that caused you  
5 to be scared.

6 Yes, I believe they were.

7 That's speculating on his part. I'll agree there.

8 MR. DAVIS: Okay. That that's---

9 THE COURT: So, I'll exclude Line 4 through 11 on Page  
10 146.

11 MR. TESSIER: The last one, Your Honor, just on Page  
12 160 over to 161.

13 THE COURT: Yes, sir, I'm there.

14 MR. TESSIER: And we -- I think this is similar in  
15 nature. It's the same type of discussion about harassing.  
16 This time he's talking about some kind of harassment type  
17 statement on the radio, things that might have been said on  
18 the radio.

19 THE COURT: Let me, let me take a look at it.  
20 (Pause.)

21 MR. DAVIS: And, Your Honor, my response with this is  
22 that that testimony corresponds back to prior testimony in  
23 the transcript, and all he's doing there is explaining, you  
24 know, if -- you see how the passage goes. It says basically  
25 earlier you testified about this, and, and he goes on to

1 explain it.

2 THE COURT: Well, he testifies as if he heard these  
3 things said.

4 MR. DAVIS: Your Honor, we know that's a fact. It's  
5 not like a piece of evidence in the record. But, for  
6 example, we know -- well, this is in the record as Defense  
7 Exhibit 136. For example, it's the letter to the sheriff  
8 that's referencing the same radio component. But we also  
9 have another document that would reflect and he had an  
10 actual transcript of the show. I mean he, he knew firsthand  
11 what was the content of what he's complaining about in this  
12 passage.

13 THE COURT: Yes, sir, Mr. Tessier.

14 MR. TESSIER: Sir, the, the part that we would direct  
15 your attention to is 141 or 161, Line 3.

16 Do you recall anyone ever saying that they were willing  
17 to go to jail or to take any of you out?

18 I remember that being said, but I don't remember to who  
19 or who said it, but they were pretty vicious.

20 What's that got to do with anything?

21 It hasn't identified a statement made to him or from  
22 whom.

23 MR. DAVIS: Your Honor, Defense Exhibit 136, that same  
24 exact statement, it's already into evidence.

25 THE COURT: I'm sorry.

1           what now?  
2           Tell me what you---  
3           MR. DAVIS: In Defense Exhibit 136 --  
4           THE COURT: Uh-huh. (Affirmative).  
5           MR. DAVIS: -- that exact statement is already in  
6 evidence.  
7           THE COURT: Is that correct, Mr. Tessier?  
8           You want to take a look at it.  
9           MR. TESSIER: I'll look and see, Your Honor. I'm not  
10 saying it's not, Your Honor, but I know we object to it.  
11 You may have ruled on that already.  
12           MR. DAVIS: Your Honor, that was---  
13           THE COURT: That was objected to?  
14           MR. DAVIS: Yes, Your Honor. Remember this was the  
15 letter that came in.  
16           May I approach?  
17           THE COURT: Yeah, you may. This was the letter that  
18 came in during the cross-examination of Councilman Bill  
19 McAbee.  
20           THE COURT: The one -- the SLED investigation?  
21           MR. DAVIS: Yes, sir.  
22           THE COURT: I recall that.  
23           MR. TESSIER: Yeah, in fact, Your Honor, my notes show  
24 that it was, it was not actually offered into evidence. It  
25 was discussed with Mr. McAbee, but never offered as a, as an

1 exhibit.

2 MR. DAVIS: Okay. Your Honor, I move, for Defense  
3 Exhibit 136, to go into the record. I mean it was, it  
4 was -- that was the whole exchange where, you know -- well,  
5 let's see if you can lay a proper foundation for him. All  
6 the contents of the, of the exhibit came in the record, and  
7 it was discussed in the record, all of the stuff. I thought  
8 it was admitted. But I don't -- I -- you know, I concede I  
9 don't have a specific recollection. I don't remember the  
10 whole exchange.

11 THE COURT: The letter is the letter from the county to  
12 the sheriff?

13 I can't remember who signed that.

14 MR. DAVIS: Your Honor, this was -- may I approach?

15 THE COURT: Yeah, please. Pass it up please.

16 MR. DAVIS: This is a letter from February 7<sup>th</sup> of  
17 2008 where Michael Thompson---

18 THE COURT: That's from this witness?

19 MR. DAVIS: That's from this witness.

20 THE COURT: Okay.

21 MR. DAVIS: And it's to the sheriff, and if you look  
22 down at the carbon copy, it was sent to all the council  
23 members, including Bill McAbee, who authenticated it while  
24 he was on the stand.

25 MR. TESSIER: Actually I think I misspoke. I think he

1 talked about Mr. Waldrep when you said you were on the  
2 council at the time.

3 MR. DAVIS: Right, and it came up today.

4 MR. TESSIER: Oh, it came today too?

5 THE COURT: I think he examined Mr. Waldrep about it  
6 and he denied remembering that it existed.

7 MR. TESSIER: I'm sorry.

8 MR. DAVIS: But Mr. McAbee confirmed.

9 THE COURT: He said he couldn't remember I think is  
10 what he said, what I recall.

11 MR. DAVIS: And then Mr. McAbee came in today and  
12 confirmed again. I remember, I remember this and I -- yeah,  
13 all that was happening and he, he explained the whole  
14 factual circumstances behind it, and I thought, at the time,  
15 that it was moved into evidence. But I could be wrong on  
16 that.

17 THE COURT: Well, right now we are in the plaintiff's  
18 case.

19 MR. DAVIS: Yes, sir.

20 THE COURT: I'm gonna let you make -- you can do that  
21 either through your witness or when you start your case.  
22 You can call a witness and try to get it in. I'm not gonna  
23 let you admit it without testimony to substantiate it right  
24 now. It's not offered -- you don't have a witness on the  
25 stand. So, just recall it later on when you have your

1 chance to put it in.

2 MR. DAVIS: Okay. well, back to the designation---

3 THE COURT: Let's get back to the designation. I'm  
4 going to exclude 160, Line 24 through 14 on Line -- on Page  
5 161. That testimony seems to be speculative. He said --  
6 asked him about whether somebody threatened to kill him. He  
7 said killing, I don't recall.

8 Do you recall anyone saying that they were willing to  
9 go to jail to take you out?

10 I remember that being said, but I don't remember who  
11 said it, who or who said it. That was pretty vicious.  
12 That's what I recall.

13 Mr. Tessier asked you about ethics letters you wrote  
14 down to Mr. Hayden, and I don't know exactly what that has  
15 to do with anything. So, I'm gonna exclude 24 through 14,  
16 Line 24 on, on 160 through 14 on 161. The ones before that,  
17 I'll allow him to testify to that. It's things he said he  
18 heard.

19 MR. TESSIER: And, Your Honor, just for sake of  
20 efficiency, what I have done, we have left in all four  
21 objectionable passages for now. We figured you can resolve  
22 that.

23 THE COURT: I can sort through what I've let in and  
24 what I have not.

25 MR. TESSIER: That will save us trying to extract it.

1 THE COURT: All right. Thank you.  
2 MR. TESSIER: Thank you, Your Honor.  
3 THE COURT: All right. Are you ready to proceed?  
4 MR. TESSIER: Yes, sir.  
5 THE COURT: You may publish the deposition. You need  
6 to turn the lights down maybe.  
7 (Bailiff complies.)  
8 THE COURT: Thank you.  
9 Q. Mr. Thompson, would you please state your full name  
10 for the record for us?  
11 A. Michael Glenn Thompson.  
12 Q. Where do you currently reside?  
13 A. [REDACTED]  
14 Q. And who lives there with you?  
15 A. My wife.  
16 Q. What is her name?  
17 A. Bonnie.  
18 Q. Anyone else there live with you and Bonnie?  
19 A. Our cat.  
20 Q. Do you have any college degrees?  
21 A. Yes.  
22 Q. What are your college degrees?  
23 A. I have an Associate's of Science in Engineering  
24 Technology. I have a Bachelor of Science in Organizational  
25 Management, and I have a Master's in Business

1 Administration.

2 Q. Where did you get your Associate's Degree?

3 From what school?

4 A. Richmond Community College.

5 Q. Is that in Virginia?

6 A. No, it's Richmond County.

7 Q. Okay.

8 A. As in North Carolina.

9 Q. And where did you get your Bachelor's of Science  
10 Degree?

11 A. Tusculum, T-U-S-C-U-L-U-M, College. That's in  
12 Greenville, with a E, G-R-E-E-N-V-I-L-L-E, Tennessee.

13 Q. Okay. And then where did you get your MBA?

14 A. At Harrogate. I'm sorry. Back up. Lincoln  
15 Memorial University. Their main campus is in Harrogate,  
16 Tennessee. However, I attended the satellite campus in  
17 Knoxville, Tennessee.

18 Q. Did you go get your M.B.A. directly after you  
19 received your Bachelor's Degree or did you work somewhere  
20 first?

21 A. No, I graduated June in '96. Got my Bachelor's.  
22 That December I started my Master's, and 18 months after  
23 that I graduated.

24 Q. Okay.

25 A. So, that'd be '98. Year '98.



1 Q. Where did you go for employment after you received  
2 your Master's Degree?

3 A. I was, I was going to night school. I attended  
4 night school and working full-time with Phillips Consumer  
5 Electronics. That's located in Knoxville. Well, I say was  
6 located in Knoxville, Tennessee. I worked full-time there  
7 while attending night school and earning my Bachelor's and a  
8 Master's Degree.

9 That company subsequently closed down and relocated  
10 partially to Atlanta and other departments relocated  
11 throughout the country. And then after Phillips Consumer  
12 Electronics, I came to work for the Robert Bosch Corporation  
13 in Anderson, South Carolina.

14 Q. And what did you do for Bosch?

15 A. I worked in the purchasing department as a senior  
16 buyer. I managed the active electronic components. That's  
17 what I was hired to do, and then I was, soon after reporting  
18 in, given the packaging commodity also. I had a total of  
19 56 million-dollars worth of materials, they call them  
20 commodities, that I managed.

21 Q. And about how long did you do that for Bosch?  
22 About how many years?

23 A. Four years and a few months.

24 Q. And what caused you to leave Bosch?

25 A. There was a reduction in force and I was given a

1 severance package and, and then left.

2 Q. And that was in 2004?

3 A. Yes.

4 Q. All right. After you left Bosch in 2004, where did  
5 you go for work?

6 A. I was self-employed as a real estate agent. I am  
7 an independent, or I was I should say, an independent  
8 contractor, and I worked, worked for the Century 21 office  
9 in Anderson or one of the Century 21 offices in Anderson.  
10 But there were two. But now there's just only one.

11 Q. Did you already have a real estate license when you  
12 left Bosch?

13 A. No, I left -- when I left Bosch I went to school  
14 here in Greenville at the Wyatt School of Real Estate, and  
15 took the test in February of '05, and got -- I started my,  
16 started practicing in '05, February of '05.

17 Q. And what did you do now for a living?

18 what do you do today?

19 A. I still have a license to sell real estate. I  
20 don't pursue it. So, basically I'm unemployed from a cash  
21 flow perspective.

22 Q. How long would you say that's been the case, that  
23 you've been basically unemployed?

24 A. I have not sold a property since Fall of last year.

25 Q. Fall of 2010?

1           A. That sounds about right.

2           Q. And while you were serving as a real estate agent,  
3 as an independent contractor for Century 21, were you paid  
4 entirely on a commission basis?

5           A. Yes.

6           Q. When you left Bosch, how much were you making  
7 roughly?

8           A. \$62,730 and change.

9           Is that close enough?

10          Q. That's pretty close.

11          A. I'm praying for those days to return.

12          Q. I, I would assume then, and tell me if I'm wrong,  
13 but after you left Bosch, your income declined  
14 significantly?

15          A. That's a good assumption.

16          Q. Have you ever made \$62,000 any year since you left  
17 Bosch?

18          A. No, sir.

19          Q. What's the most you recall making while serving as  
20 a real estate agent roughly?

21          A. Thirty, low thirties.

22          Q. And were you able to make that consistently since  
23 you started work as a real estate agent?

24          A. No, sir.

25          Q. So, that was one of your better years?

1 A. Yes, sir.

2 Q. You, at some point, you ran for county council in  
3 Anderson County, correct?

4 A. Yes, sir.

5 Q. When was that?

6 When did---

7 A. The first time?

8 Q. Yeah.

9 When did you run and when were you elected the first  
10 time?

11 A. The -- I ran in the primary, Republican primary  
12 of -- in June, July. I won that election and then I was  
13 sworn into office the following January.

14 Q. January 1, 2005, is when you started?

15 A. Might have been 3<sup>rd</sup> or 4<sup>th</sup>. It was on a Sunday  
16 when we were sworn in.

17 Q. And you served as a county councilman until when?  
18 So, you started in 2005 and you ended when?

19 A. January 2009. Technically I'm still in office  
20 until my replacement is sworn in, and he was sworn in  
21 January of 2009.

22 Q. Okay. If I got your history right, then you  
23 took -- you went to the Wyatt School of Real Estate after  
24 you started serving as county councilman, is that correct?

25 A. No, that's not correct.

1 Q. Oh, you already had done the Wyatt School of Real  
2 Estate before you were sworn in as a county councilman?

3 A. Yes, I went to the Wyatt School of Real Estate  
4 during -- after the primary of '04. I already had my  
5 classwork out of the way, got sworn in that January, and  
6 then that following February I came here to a testing center  
7 and took the test. So --.

8 Q. Okay. Do you have to do anything to maintain your  
9 real estate license in South Carolina?

10 A. Four hours of continuous education per year.

11 Q. Do you have to pay any kind of license fee?

12 A. Yes, there is a license fee. I don't remember what  
13 it is.

14 Q. Is that an annual fee?

15 A. Yes, to be -- it's not required to be a member of  
16 the Real Estate Association to sell real estate. You get,  
17 you get more support and I think there's a fee in there for  
18 that. But I'm really not sure. No, I'm gonna retract that.  
19 We pay our fees directly to the LLR.

20 So, can I say I don't know for sure?

21 Q. Okay. Is that an annual fee?

22 A. Yes, to, to be a member of the real estate  
23 association, to sell real estate, you get, get more support  
24 and I think there's a fee in there for that. But I'm really  
25 not sure. No, I'm gonna retract that. We pay our fees

1 directly to the LLR.  
2 So, can I say I don't know for sure?  
3 Q. For the four hours of continuous education that you  
4 have to get each year to maintain your real estate license,  
5 do you have to pay for those courses?  
6 A. Yes.  
7 Q. Do you pay for them yourself?  
8 A. Yes.  
9 Q. Have you always paid for them yourself?  
10 A. Yes.  
11 Q. Did you ever ask Anderson County to pay for any  
12 continuing education course for you to maintain your real  
13 estate license?  
14 A. No.  
15 Q. Did you ever ask Anderson County to pay for your  
16 annual or whatever -- your license fee to maintain your  
17 license as a realtor?  
18 Q. No.  
19 Q. Why not?  
20 A. It's not county business.  
21 Q. Would you agree that it would not be appropriate  
22 for you to try to charge Anderson County for you to maintain  
23 your real estate license?  
24 A. I would agree, agree, yes  
25 Q. Have you ever been charged with a crime?

1 A. No.

2 Q. Ever been convicted of a crime?

3 A. No, sir.

4 Q. You've had an honorable discharge from the Navy, is  
5 that correct?

6 A. Yes, sir.

7 Q. Your real estate license, is that only for  
8 residential real estate transactions or is it also  
9 commercial?

10 Q. I can do -- I can sell any real estate that's on  
11 the market.

12 Q. Have you ever been involved in any real estate  
13 transaction that included Anderson County as a party?

14 A. No, sir.

15 Q. Have you ever been a member of a civil organization  
16 like Lion's Club or the---

17 A. Yes.

18 Q. What have you been a member of?

19 A. I can't think of their name.

20 Q. Was it in Anderson County?

21 A. Yes.

22 Q. What kind of club was it or organization?  
23 Was it a club or was it---

24 A. It was like a Lion's Club, but it has a different  
25 name. They meet at the---

1 Q. Was it the Rotary?  
2 A. Rotary.  
3 Q. Any other civic organization that you can think of  
4 that you're a member of other than the Rotary?  
5 A. Are you including nonprofits?  
6 Q. Yes.  
7 A. I was on the board of directors of several.  
8 Q. Okay.  
9 A. Do you want to go through that?  
10 Q. No, that's okay.  
11 A. Okay.  
12 Q. Do you recall who paid for meals at the Chiquola  
13 Club when you went there?  
14 A. Mr. Preston.  
15 Q. And do you recall whether or not those meals were  
16 reimbursed by the county?  
17 A. I do not know that. It was my understanding that  
18 he always paid with his personal credit card.  
19 Q. Do you recall ever trying to prepare a letter on  
20 behalf of Joey Preston concerning an ethics complaint  
21 against Cindy Wilson?  
22 A. I did not do it on behalf of Joey. I did it on  
23 behalf of myself  
24 Q. Okay. Do you recall preparing a letter on behalf  
25 of yourself then concerning an ethics complaint about Cindy



1 Wilson?

2 A. Yes

3 Q. What was that about?

4 what do you recall that being about?

5 A. The county was buying right of ways to put in -- I  
6 think it was water, Beaver Dam Water Project, and that  
7 project ran through the Wilson's property, and it was my  
8 understanding, from looking at the data, that Ms. Wilson  
9 took information that she obtained, as a member of council,  
10 and negotiated a higher price on behalf of her and her  
11 family.

12 If you just look at the numbers, you can see there is  
13 obviously -- an obvious increase when it comes to her  
14 family's property, and I thought that was a ethics  
15 violation. So, I presented it to Mr. Hayden, somebody down  
16 in the Ethics Commission, and -- to get his opinion on it

17 Q. What I'm gonna show you, Mr. Thompson, is what I've  
18 marked as Exhibit No. 2, and it looks like you were  
19 complaining, among other things, that Ms. Wilson should of  
20 excused herself from all actions on the Beaver Dam Sewer  
21 Project because of a conflict of interest.

22 Was that your opinion at the time?

23 A. Yeah. Yeah, from what I was seeing, she took  
24 information that she obtained, as a council member, and used  
25 it for her financial gain or her family's financial gain

1 Q. That relates to ethics and that is something to do  
2 with Mr. Preston, who used his personal credit card for a  
3 local transaction and then Ms. Wilson obtained this credit  
4 card number.

5 Do you recall that?

6 A. Yes. Ms. Wilson took Mr. Preston's personal credit  
7 card number and distributed it among her followers, which  
8 would probably be some sort of association with the  
9 Taxpayer's Association and, and to the media. The  
10 Independent Mail is coming to mind because it was on the  
11 Independent Mail's website.

12 Q. Referring to there?

13 A. Yes, sir, referring to here.

14 Q. Okay.

15 A. Sometime, during the process, we were receiving  
16 anonymous letters basically threatening members of council.  
17 I believe they came from the taxpayers' association. But  
18 there was no hardcore proof. So, I -- that may have  
19 something to do with it, but I, I can't really say.

20 Q. How much were you paid, as a county council member,  
21 in 2008?

22 A. The annual salary for a county council member is  
23 \$8,930 per year. That did not change the entire time I was  
24 on council.

25 Q. Okay. And then at some point, moving on to the

1 next question, you became the chair of county council,  
2 correct?

3 A. Yes, sir, I did.

4 Q. And do you recall what -- and that's a one year  
5 term generally?

6 A. The vote for the chairmanship was taken once per  
7 year. It -- the chair can get reelected if that's the will  
8 of the council, you know, shown by a majority vote. But  
9 normally you just serve one year and then someone else gets  
10 it.

11 Q. And you served as chair of Anderson County Council  
12 for the Year 2008, is that correct?

13 A. Yes, sir.

14 Q. And is that for a calendar year?

15 A. Yes, sir.

16 Q. What were your responsibilities as chair of  
17 Anderson County Council?

18 A. I presided over the council meetings. I made  
19 committee appointments. I represented the county in  
20 community functions. I signed documents on the county  
21 behalf, on the county's behalf.

22 Q. And were you aware of or did you become familiar  
23 with any procedural rules that you were suppose to follow as  
24 county council chair?

25 A. Procedural rules?

1 oh, the Robert's Rules of Order?  
2 Q. That'd be one example.  
3 A. Yes.  
4 Q. For how to run a meeting, for example.  
5 A. The Robert -- yeah, we followed the Robert's Rules  
6 of order.  
7 Q. What about any requirements of F.O.I.A., the  
8 Freedom of Information Act, with respect to county meetings?  
9 A. Yes, I'm a little familiar with F.O.I.A.  
10 Q. Okay. And, and are there any rules or procedures  
11 that govern how you're suppose to set the agenda for a  
12 county council meeting?  
13 A. There is a county ordinance that says how the  
14 agenda is to be layed out. But, in practice, usually the  
15 chairman arranges the agenda however he or she sees fit.  
16 Q. How did you become aware that there was an  
17 ordinance that talked about how the agenda for county  
18 council meetings was to be set?  
19 A. By discussing it with the clerk and reading the  
20 ordinance myself.  
21 Q. So, is that something you did while you served as  
22 the chair of the county council?  
23 A. Yes, sir.  
24 Q. And why did you try to familiarize yourself with  
25 that ordinance?

1           A. I just wanted to do a good job.

2           Q. Does that same ordinance have provisions that talk  
3 about when members of county council should and should not  
4 vote on issues before the council?

5           A. I don't recall. Normally, if you have a, it's a  
6 conflict of interest, you will recuse yourself or if you  
7 have any questions regarding an issue, you go to the county  
8 attorney and ask for his advice and whatever he advises you,  
9 then you can take that advice.

10          Q. So, would it be fair to say that if you have a  
11 concern about whether or not you should vote on a particular  
12 issue, one of the ways you can resolve the concerns is to go  
13 to the county attorney and ask about that?

14          A. Yes, sir.

15          Q. Did you ever do that while you served as county  
16 council chair?

17          A. About?

18          Q. About whether or not you, individually, whether you  
19 should vote on an issue.

20          A. Yes.

21          Give me an example, if you would, of an issue where you  
22 went to the county council -- county attorney---

23          A. My---

24          Q. ---about whether you should vote.

25          A. My homeowner's association sued the county to get a

1 road paved and since, technically it would be profiting me,  
2 you know, for me to get that road paved, I asked for advice.

3 Q. And what do you recall the advice being, should you  
4 vote or not?

5 A. I recused myself.

6 Q. And that was an issue where the county was deciding  
7 whether or not to pave a road that would affect your  
8 community where you lived?

9 A. My homeowner's association -- my subdivision, yes,  
10 sir.

11 Q. Okay. Do you have any estimate as to what value  
12 that would have brought you personally if they'd have paved  
13 that road?

14 A. None.

15 Q. Not even an incidental value for having new streets  
16 paved?

17 A. Maybe my property value would have went up a couple  
18 of dollars because the road two streets over was paved.

19 Q. But that was a sufficient enough area of concern  
20 that you asked the county attorney whether you should vote  
21 on that issue?

22 A. Correct.

23 Q. And the county attorney told you not to vote?

24 A. Whenever in doubt, recuse.

25 Q. And is that -- and that's what you actually did,

1 you recused yourself from that vote?

2 A. Yes.

3 Q. Did you ever seek employment with Anderson County  
4 other than your service as a council member?

5 A. Yes.

6 Q. How did that come about?

7 A. I was thinking of coming off the council while I  
8 was serving as chairman. I went to Joey Preston informing,  
9 informing him of this, and then asked if he would be  
10 interested in hiring me, you know, hiring me to work for the  
11 county. He expressed that he would.

12 During the conversation, he brought up that  
13 Mr. Freeman, who is the county assessor, has announced that  
14 he is Terry-ing, and that with my Master's Degree in  
15 Business and my real estate background, I would be a good  
16 fit for the Assessor's Office. But there was a requirement  
17 or there was something to do with appraisal courses that he  
18 thought that I should take. And, so, months later I pursued  
19 those courses.

20 Q. Do you recall roughly when this meeting was with  
21 Mr. Preston or when you had this discussion with Mr. Preston  
22 about your interest in county employment?

23 A. March of '08.

24 was it '08?

25 Q. Okay.

1 A. I think that's---

2 Q. This may -- I mean this may help refresh your  
3 memory. Just let me show you something.

4 A. Yeah, March the 4<sup>th</sup>, 2008. March the 4<sup>th</sup>, 2008.  
5 March the 4<sup>th</sup>, 2008.

6 Q. What is this document that we're looking at as  
7 Exhibit 4?

8 A. Okay. As I just said, Joey recommended me taking  
9 some appraisal courses and Mr. Preston had Mr. Freeman to  
10 provide me some information regarding appraisal stuff,  
11 information.

12 Q. And is that what's attached to this email?

13 A. No, sir, Mr. Freeman created a notebook and it had  
14 all the requirements in it about LLR requirements to do  
15 appraisal.

16 Q. What was your understanding, if any, as to the  
17 relationship between appraiser courses and service as an  
18 assessor for the county?

19 A. I just needed the courses.

20 Q. You just needed the courses for what?

21 Like why did you think -- if the assessor course -- I'm  
22 sorry.

23 If the appraisal courses don't relate to being an  
24 assessor, why do you need the appraisal courses?

25 A. Mr. Preston suggested that I need some appraisal



1 courses to justify my appointment or my move into the  
2 Assessor's Office.

3 Q. Okay.

4 A. So, I was just, you know, whatever you think I  
5 need, just tell me and I'll take it.

6 Q. And this happened, this discussion with Mr. Preston  
7 happened somewhere around March of 2008.

8 Is that fair?

9 A. Yes, sir.

10 Q. Did Mr. Preston promise you a job at any point in  
11 time?

12 A. During that conversation, he said that he would  
13 be -- that he would be glad to hire me at the county.

14 Q. Did you take that as a promise from Mr. Preston  
15 that you would be employed by the county at some point in  
16 the future?

17 A. Yes, sir.

18 Q. So, was it your understanding then that, when you  
19 had this initial conversation with Mr. Preston around March  
20 of 2008, that you being considered by him to take over for  
21 Mr. Freeman as assessor sometime within the next five years?

22 A. That was my understanding at the time.

23 Q. But ultimately you did take seven courses that  
24 relate to being an appraiser in South Carolina, is that  
25 fair?

1 A. Yes, I did take them, yes.

2 Q. And the county paid for those courses, correct?

3 A. Yes.

4 Q. How did those courses help you at -- in your job as  
5 county council chairperson?

6 A. None.

7 Q. None whatsoever?

8 A. None.

9 Q. Did they help---

10 A. It was in preparation to be a county employee in  
11 the Assessor's Office.

12 Q. Okay. And then I thought I asked this already, and  
13 I apologize, but I thought you said that you did not  
14 understand there to be any connection necessarily between  
15 those appraiser courses and service as an assessor other  
16 than what Mr. Preston told you.

17 Is that fair?

18 A. Yes, basically the assessor is a manager. So, he  
19 would manage an office. But, okay, he would probably have  
20 to, have to have knowledge of real estate, which I already  
21 have that, and he would have to have knowledge of the -- how  
22 to appraise a piece of property. As a real estate agent, I  
23 know -- I already know how to take comps and then put a  
24 value on a piece of property. But appraisers do it a little  
25 bit differently. So, if I can recant my previous --

1 Q. It's sort of foundational knowledge?  
2 It help -- might help---  
3 A. Yeah, I would agree with a foundational knowledge.  
4 Q. But in terms of your service as a county  
5 councilperson or as county council chair, you agree that  
6 those appraiser courses did nothing to assist you in your  
7 job in that regard?  
8 A. Yes, I will agree with that.  
9 Q. At the time around March 2008 when you discussed  
10 with Mr. Preston your potential employment with Anderson  
11 County, how was your real estate business doing?  
12 A. It was okay.  
13 Q. Were you -- you weren't making as much money as you  
14 had made at Bosch at that point, were you?  
15 A. Oh, good Lord, no. No.  
16 Q. And nothing -- you didn't ultimately start taking  
17 these appraisal courses until sometime later in 2008?  
18 A. That's correct.  
19 Q. In the mean time, your initial thought, in early  
20 2008, was that you were gonna come off the county council  
21 and you were not gonna run for reelection, is that correct?  
22 A. That's correct.  
23 Q. Did you have any kind of conversation with  
24 Mr. Preston about your decision not to run for reelection?  
25 A. My decision -- in March, when I told him I was

1 coming off the council or was thinking of coming off of  
2 council, and asking him if he would consider me as a new  
3 hire and he said yes, and he said he would be glad to take  
4 me in or hire me I should say.

5 Q. And at some point you decided to run for  
6 reelection, is that fair, in 2008?

7 A. Yes, I did.

8 Q. How did that change or how did it come about cause  
9 initially you were wanting to come off?

10 A. Yes.

11 Q. And then you changed your mind.

12 A. Mr. Preston just asked if I would consider running  
13 one more time.

14 Q. And based on his interest in you running again, you  
15 agreed to run again?

16 A. Yes.

17 Q. At some point would you agree that you asked  
18 Mr. Preston for assistance in raising funds for your  
19 reelection campaign?

20 A. Yes.

21 Q. Let me show you what's marked as Exhibit No. 5.  
22 Does that appear to be an email -- or let me ask you it  
23 this way once you're done looking at it.

24 Is that an email that you wrote to Mr. Preston on May  
25 22<sup>nd</sup>, 2008?

1 A. Yes, it is.

2 Q. Does it appear to be a request for help from him in  
3 raising funds for your reelection?

4 A. Yes, it is.

5 Q. Did he help you?

6 A. Yes, he did.

7 Q. What did he do to help you raise funds?

8 A. He, he raised funds. I mean --.

9 Q. Do you recall anything in particular that he was  
10 able to do for you that you couldn't do yourself in raising  
11 funds?

12 A. He knows people that I don't know, has contacts  
13 that I don't have, and he was, he was able to raise funds.

14 Q. Okay. And did you see the results of that effort  
15 by Mr. Preston in funds that you actually raised?

16 A. Yes. Yes, I received funds.

17 Q. Well, what I'm trying to figure out is, just  
18 sitting here right now, do you remember, in particular,  
19 anybody who gave money to your campaign in 2008 that you  
20 believe gave money because of their connection with  
21 Mr. Preston?

22 A. No, sir, I can't, I can't say off the top of my  
23 head.

24 Q. Did you have any connection with Marshall  
25 Carithers?

1 A. I know Marshal.  
2 Q. How do you know him?  
3 A. Through, through my work on the county council.  
4 Q. Okay. Did you know him before you got on the  
5 council?  
6 A. No.  
7 Q. You agreed though that Mr. Preston did help you in  
8 finding donors for your campaign in 2008, correct?  
9 A. Yes.  
10 Q. In, in or about March 2008, I think you have -- I  
11 think you said, in or about March of 2008, you talked to  
12 Mr. Preston about the possibility of not running for  
13 reelection, correct?  
14 A. Yes.  
15 Q. And you also talked to him about the possibility of  
16 coming to work for the county, is that right?  
17 A. Yes.  
18 Q. And Mr. Preston urged you to run for reelection  
19 among other things?  
20 A. Yes.  
21 Q. And, at some point, according to Exhibit No. 5, you  
22 asked Mr. Preston for help raising funds, correct?  
23 A. Yes.  
24 Q. Can you say, with any certainty one way or another,  
25 whether any of these donors gave you money because Preston

1 spoke with them or not?

2       A. No, I, I sent out letters, fund raising letters, I  
3 will say, to all of these people. I know, I know all of  
4 them, most of them, because of my work on the council. So,  
5 I, I can not say that it was because of Joey one way or the  
6 other because this is 2008. I had already, I had already  
7 served on the council what, three years, and I had -- I  
8 already knew these people. So, I can't say that it was  
9 because of Joey that these people gave.

10       Q. And in the Spring of 2008, you did ask Mr. Preston  
11 for help raising funds, correct?

12       A. Yeah, he -- can I -- just for the record, he chewed  
13 my butt out over that letter. He said don't send that stuff  
14 on county email. It was some kind of violation or  
15 something. And, so, I never did it again. Well, he didn't  
16 chew me out. He just scolded me.

17       Q. Right.

18       A. Okay. That's -- I mean that's a better way of  
19 saying it.

20       Q. By March 2008 you had already indicated an interest  
21 in working for the county, is that right?

22       A. March 2000 -- yes, sir.

23       Q. And the newspaper asked you, in June of 2008, if  
24 you had an interest in a county job and you lied to them,  
25 correct?

1 A. Yes, I did.

2 Q. Why did you lie to the newspaper about your  
3 interest in a county job in June of 2008?

4 A. It's a personnel issue and you don't discuss  
5 personnel issues to the public.

6 Q. In August -- and you may not remember this, and I  
7 can show you a document if you don't.

8 But in about August of 2008, we have some indication  
9 that you asked Mr. Preston again about taking those  
10 appraisal classes.

11 Does that sound like about the right timeframe?

12 A. Yes, there was a advertisement on -- well, there  
13 was an advertisement in the Independent Mail about an  
14 assistant purchasing manager's position, and then I looked  
15 on the county website and that same posting was on the  
16 county website. And I applied to -- I applied for that  
17 position and copied Joey. Okay.

18 Q. Now that you mentioned it, I'm gonna hand you  
19 what's marked as Exhibit No. 7, and see if you can just  
20 identify what that is.

21 A. Yes, this is the assistant purchasing manager job  
22 advertising, yes, sir.

23 Q. And this is something that you applied for,  
24 correct?

25 A. Yes, sir, I did.



1 Q. And when you applied for it, you agree you copied  
2 Mr. Preston?  
3 A. Yes. Yes.  
4 Q. Why did you copy Mr. Preston?  
5 A. He wants to know all our actions when we interact  
6 with the staff or county employees.  
7 Q. Let me show you what's marked.  
8 A. Okay.  
9 Q. Okay. Would you agree with me that Exhibit No. 8  
10 is an email between Joey Preston and you and Kathy  
11 Fullbright dated August 14, 2008?  
12 A. You said Exhibit 8?  
13 Q. Yes, that's -- this should be Exhibit 8.  
14 A. No, it's from me -- hold up.  
15 Q. It's actually two emails.  
16 A. Yes, it's two emails. It's two emails to Kathy  
17 from me copying Joey, and then Joey sent a response it looks  
18 like to me and Kathy. Okay. So, it's two emails.  
19 Q. Okay. And one of them is from you to Joey and from  
20 you to Kathy Fullbright with a copy to Joey like you said?  
21 A. From me, yes. From me to Kathy copying Joey.  
22 Q. And the second one on the very top is from Joey  
23 Preston to you and Kathy Fullbright?  
24 A. Yes, I -- yes.  
25 Q. And the one from Joey Preston tells Kathy that this

1 is to remain confidential?

2 A. Yes.

3 Q. Why did it have to be confidential that you were  
4 applying for this job?

5 A. I have no knowledge unless it has to do with  
6 personnel issues again.

7 Q. Did you ever talk with Mr. Preston about whether or  
8 not your interest in county employment should remain  
9 confidential?

10 A. No.

11 Q. Did you believe it should remain confidential---

12 A. Yes.

13 Q. ---that you were looking for a job with the county?

14 A. It's personnel issues. You don't disclose  
15 personnel issues to the public.

16 Q. What happened with this particular job, this  
17 assistant purchasing manager position?

18 I take it you did not get that job.

19 A. Joey and I had a conversation. He said he had some  
20 people to promote. Okay. And whoever he was promoting was  
21 getting this job. Well, that was going to create a vacancy,  
22 you know, in purchasing, but lower down and he recommended  
23 that I apply for the -- it was a buyer's position.

24 Q. So let me make sure I understand you then.

25 It sounds like Mr. Preston talked to you about the fact

1 that because of this assistant purchasing manager position  
2 and a promotion that might happen within purchasing, that a  
3 different job as a buyer might open up sometime in the  
4 future?

5 A. Yeah, you promote one person up and whenever that  
6 person's leaving from is vacant. So --.

7 Q. Did you talk to Mr. Preston about whether or not  
8 you might be hired into the position that was about to  
9 become vacant?

10 A. Yes, yes, I just, I just needed a job, you know.

11 Q. Okay. And did you express an interest in that job  
12 to Mr. Preston?

13 A. Yes, I did. I applied for that job too.

14 Q. Do you remember when that job came open roughly?

15 A. No, no.

16 Q. It wasn't in August of 2008, though, was it?

17 A. It would have been -- no, I don't remember.

18 Q. Okay.

19 A. I don't remember.

20 Q. But when you applied for this job, the one that you  
21 did not get --

22 A. Yes, that said purchasing. Okay.

23 Q. -- in August of 2008, did you have any  
24 understanding from Mr. Preston that you would get a  
25 subsequent job as a buyer in the purchasing department?

1           A. Yes, it was my understanding that I was, I was  
2 gonna have a position in purchasing.

3           Q. And that's based on what Mr. Preston told you?

4           A. Yes.

5           Q. And, at that point you needed a job, didn't you?

6           A. Yes, I remember. I remember -- can we back up?

7           Q. Oh, yeah. Sure.

8           A. There was an ad. I don't know the date. I can't,  
9 I can't remember dates. But there was a buyer's position  
10 advertised I'm thinking on the county website. Okay. And I  
11 copied Joey again, okay, and I also spoke with Joey in, you  
12 know, in person about this.

13           He told me he instructed Robert Carroll, who is the  
14 director of something something under which purchasing  
15 falls, okay, to give him the three, was it three, the three  
16 most qualified applicants that applied for this purchasing  
17 buyer's job. I was the number one pick because I was the  
18 only one that had purchasing experience, nine years by the  
19 way, and I have a, have a M.B.A. So, I -- so, if you just  
20 go by qualifications alone, you know, I beat everybody out.

21           So, so, I was, I was assured, just from that  
22 conversation, that I was going to have a buyer's, at least a  
23 buyer's job. I can't remember, I can't remember if it was  
24 at that time or a subsequent meeting, but somewhere along  
25 the way I said okay, what about these appraiser courses you

1 want me to take. Do you still want me to take them. He  
2 said yes.

3 So, I was sort of confused as to what was going on in  
4 his head. I didn't see, you know, if I was going to be in  
5 purchasing, why do I need appraisal. Maybe he was just  
6 putting me there until Freeman left. I don't know. But,  
7 you know, he said yes, take the appraisal courses. So,  
8 that's why I went down that avenue.

9 Q. And what I'm trying to get at this point, Mr.  
10 Thompson -- I appreciate that. I'm just trying to clarify  
11 then.

12 When was this conversation you had with Mr. Preston  
13 where you said you were assured that you would get the  
14 buyer's job?

15 Was it in August of 2008 when you applied for the  
16 assistant purchasing manager position?

17 A. Yeah, I'm -- yeah, it was August. Yeah.

18 Q. And then, around that same time, it sounds like you  
19 asked Mr. Preston again about the appraisal courses and he  
20 said to take them.

21 A. Right. Right. I didn't make a connection between  
22 purchasing and the Assessor's Office. So, I needed some  
23 direction on which way should I go. He said yeah, take the  
24 appraisal courses. So, I was thinking well, maybe he's  
25 gonna promote me over or something.

1 Q. Did you have any further conversations with  
2 Mr. Preston, in or around August of 2008, concerning whether  
3 or not he was looking at you as a potential successor to the  
4 assessor position?

5 A. We did not have that particular conversation. But  
6 just from him bringing up the conversation or including in  
7 the conversation that Mr. Freeman was Terry-ing, that I  
8 would be a good fit for the Assessor's Office, I basically  
9 put two and two together and come up with well, I'm gonna be  
10 the next assessor apparently.

11 Q. So, would it be fair to say that, by August 2008  
12 when you had this conversation with Mr. Preston, you  
13 believed you were gonna be hired into a buyer position in  
14 the purchasing department --

15 A. Yeah. Yeah.

16 Q. -- once it came open?

17 A. Yeah, the, the assistant purchasing manager's job  
18 was something that I did on my own and just basically copied  
19 Joey, and it had nothing to do really with the conversation  
20 we had back in March. I just wanted to be assured that I  
21 had a spot with the county. I had---

22 Q. And let me just show you Exhibit No. 9 to help your  
23 frame of reference time wise. This appears to be an email,  
24 two emails. One from you to Joey Preston on August 8<sup>th</sup>,  
25 2008, and one from Mr. Preston back to you on the same day

1 concerning courses.

2 Do you agree with that?

3 A. Yes.

4 Q. When did you become aware that Mr. Preston might be  
5 asserting a claim with respect to anticipatory breach of the  
6 contract against the county?

7 A. When I received a letter delivered to my residence  
8 from a Hoskins.

9 Is his name Hoskins?

10 Q. Rob Hoskins, right.

11 A. Yeah, when I received that letter.

12 Q. Do you remember if the letter was directed to you  
13 or was it just directed generally to the Anderson County  
14 Council or do you recall?

15 A. I think it's just the council. I'm --.

16 Q. Do you remember when -- roughly when that was?

17 A. September maybe.

18 Q. September of 2008?

19 A. Yes.

20 Q. What did you do when you learned of this potential  
21 claim?

22 A. I would -- oh, I was livid, but I calmed down and I  
23 called Joey and I asked him to explain what the mm-hmm is  
24 going on here.

25 Q. And what did he tell you?

1           A. He explained that -- we were having -- okay. We  
2 were having meetings and we had a particular meeting in the  
3 conference room at the -- I can't remember if this was a  
4 workshop or if it was -- it wouldn't be budget. I can't  
5 remember the subject, but I remember it happening in the  
6 conference room at the museum, and Bob Waldrep said that we  
7 were going to put Joey or the administrator on leave, and he  
8 was going to do that and he was going to do -- I mean he, he  
9 had a whole list of things that he was going to do after the  
10 new council was seated.

11           Joey conveyed to me that that was a breach of his  
12 contract or an anticipatory breach of his contract, and that  
13 he felt like he didn't have any alternative to resolve that  
14 issue other than through a lawsuit.

15           Q. Did you -- at the time when you had this  
16 conversation with Mr. Preston, were you aware that he even  
17 had a written contract of employment?

18           A. Yes.

19           Q. You were?

20           A. Yeah, I've read it.

21           Q. Did you -- had you read it all before you had this  
22 conversation?

23           A. Oh, I read it early on when I -- that was one of  
24 the first things I asked for when I reported to council back  
25 in '05. Get me a copy of the administrator's contract.



1 Q. And at the time you had this conversation with  
2 Mr. Preston, did you believe that Mr. Preston had breached  
3 his employment contract with the county in anyway?

4 A. So, are you saying Mr. Preston is the cause of the  
5 breach?

6 Q. I'm just asking were you aware of anything that  
7 caused you to believe that Mr. Preston had breached his  
8 contract with the county back in September 2008 when you had  
9 this conversation with him?

10 A. When I first read the letter, I took it as, as Joey  
11 Preston basically resigning from his position as  
12 administrator. That's why I got a little upset.

13 But then I calmed down and called Mr. Preston and asked  
14 him to explain what's going on here. When he explained  
15 himself, then I, then I was okay with everything. He did  
16 not, he did not resign. He was just basically protecting  
17 himself and because he was a contract employee and he was  
18 gonna -- and people were scheming to oust him. That's just  
19 basically what was going on.

20 Q. Now, was -- you were familiar, at the time, with  
21 the makeup of county council because you were the chair,  
22 correct?

23 A. Okay. Yes.

24 Q. Because the claim that he presented, Mr. Preston  
25 presented to the county, was that he felt the county

1 anticipatorily breaching his contract, was going to get rid  
2 of him?

3 A. Yes. Yes. From the way he took it, the new  
4 council -- and Bob and Cindy were having meetings outside  
5 of, you know, wherever they go and plotting to oust him was  
6 the way -- that's the way I took it and the way, the way --  
7 that's my understanding of what was going on.

8 Q. Well, while you were in control or chair of the  
9 county council, did you sense there was any danger to  
10 Mr. Preston that he was going to be terminated by your  
11 county council?

12 A. No.

13 Q. His concern, it sounds like as it was related to  
14 you, was a concern that the incoming county council might do  
15 something to get rid of him?

16 A. Yes.

17 Q. Is that fair to say?

18 A. Yes, the incoming council was plotting against him  
19 and he had, he had a contract, yes. I agree with that.

20 Q. You looked for a lawyer that might help you?

21 A. I looked for a lawyer who specialized in  
22 government. Okay. I did go to Mr. Martin and he, and he  
23 couldn't touch it because he had a conflict. But he did  
24 advise me to seek counsel.

25 Q. To find a lawyer?

1 A. To find a lawyer.

2 Q. Let me ask a more specific question and that's  
3 related to Exhibit No. 10.

4 A. Okay. Okay.

5 Q. Would you agree with me that Exhibit No. 10 in  
6 front of you is the email that you wrote on October 22<sup>nd</sup>,  
7 2008?

8 A. Yes.

9 Q. And it looks like what this email is saying is that  
10 the county council basically deferred or referred Mr.  
11 Preston's claim to the personnel committee?

12 A. Yes.

13 Q. Do you recall that?

14 Is that what happened?

15 A. Yes. Yes, I was acting alone.

16 Q. At first?

17 A. At first as the chairman to defend the county  
18 against a legal action. So, I was advised you need to seek  
19 counsel on, on the county's behalf. I sent out contacts. I  
20 can't remember if it was emails or if it was phone calls.  
21 But I sent out emails or phone calls or whatever I did, and  
22 I got responses back, and it came down to three guys.

23 Okay. During a council meeting, I called for an  
24 executive session and we went to our conference room. I  
25 presented the information these three attorneys presented to

1 me, okay, and we discussed the qualifications of those three  
2 attorneys.

3 Bob sat here and he objected to everything. Okay.  
4 Cindy was next to him. Okay. We came out of that meeting.  
5 We went back to the council chambers. We called the, we  
6 called the meeting back in order and no -- somebody made a  
7 motion to vote or there was some motions made. Anyway,  
8 Mr. Bright was chosen to be the county attorney, not the  
9 county attorney, to represent the county on, on -- in this  
10 matter. Now, I --.

11 Q. Well, that's what -- it sounds like that's what,  
12 why you sent this to Mr. Bright was he was going to help  
13 advise the personnel committee in dealing with it?

14 A. Well that's where I was going. I can't remember if  
15 it was, if it was that particular council meeting or if it  
16 was, if it was a following council meeting. But it was  
17 recommended by a member of the council to defer the matter  
18 to the personnel committee, and that's when Ron Wilson took  
19 over.

20 Q. And that---

21 A. And then I sent that email to Mr. Bright informing  
22 him of the actions of the council the -- I think that's on  
23 the Wednesday.

24 Q. Yes.

25 A. That's on a Wednesday. So, that Tuesday night was

1 when the, was when the council voted to defer it to the  
2 personnel committee. At that point I was done except for  
3 turning over the documents to Mr. Wilson, who was the  
4 chairman of the personnel committee.

5 Q. who was on the personnel committee at the time?  
6 A. Ron Wilson, Larry Greer, and Bill McAbee.

7 Q. And this was October 22<sup>nd</sup>, 2008, when the matter  
8 was referred over to the personnel committee, is that  
9 correct?

10 A. Yes.

11 Q. Or the night before actually it was turned over?  
12 A. Yes. Yeah.

13 Q. And what did you expect that the personnel  
14 committee could do with this matter?

15 what were they suppose to do with the claim that was  
16 raised by Mr. Preston?

17 were they gonna evaluate it?  
18 were they gonna make a recommendation?  
19 were they gonna take action?  
20 what was your understanding of---

21 A. well, they, they couldn't take action without the  
22 full council. So, they would have to make a recommendation  
23 to the full council.

24 Q. Is that what you expected them to do --  
25 A. Yes.

1 Q. -- is make a recommendation?

2 A. Yes.

3 Q. Do you recall whether or not that's what they were  
4 charged to do?

5 I mean were they specifically asked to take up this  
6 matter and then come back with a recommendation?

7 A. Yes, I would say yes.

8 Q. And then did you hear anything else about the  
9 personnel committee's work on this matter at any point in  
10 time?

11 A. About the work?

12 Q. I mean did they make regular reports back to you  
13 every week, every day?

14 A. No, they made no reports back.

15 Q. Okay. When is the next time you heard from the  
16 personnel committee about the claim that Mr. Preston had  
17 made against the county?

18 What date roughly?

19 A. I'm, I'm drawing a blank.

20 Q. Well, let me -- this might help and it might not.  
21 So, feel free to reject it if you wish.

22 November 18<sup>th</sup>, 2008, was the county council meeting  
23 where a vote was held on whether or not to approve a  
24 severance agreement for Mr. Preston.

25 So, what I'm wondering is did you hear anything from

1 the personnel committee between October 22<sup>nd</sup>, when it was  
2 referred to them for action essentially, and then the county  
3 council meeting on November 18<sup>th</sup>, 2008?

4 A. As in -- as a form -- of a formal report of what  
5 was going on?

6 Q. No, any formal, informal, any information that you  
7 received from the personnel committee about what they were  
8 doing this---

9 A. Well, during the---

10 Q. ---in analyzing his claim?

11 A. I'm sorry.

12 Q. Go ahead.

13 A. During the process -- I got to get my thoughts  
14 together. Give me a minute. So, in the process, it became  
15 apparent that Mr. Preston was going to leave as the, as the  
16 administrator. So, so, the personnel committee was charged  
17 with finding a replacement.

18 Now, it might have been that previous that we just  
19 referred to when, when that charge was made. Okay. But  
20 anyway, on November the 18<sup>th</sup>, as you, as you said -- what  
21 happened?

22 I was going to leave early. I asked my vice-chair to  
23 come to my office. He was out milling about and I said I'm  
24 sick. As soon as we get down to the presentation part or  
25 just before the presentations begin, I'm going to excuse

1 myself because I'm sick, I'm going home.

2 Q. And who was with vice-chair?

3 A. Bill McAbee. Okay. And he advised me, at that  
4 time, that the agenda was going to be amended because the  
5 personnel committee was going to make a recommendation to  
6 the council.

7 Q. Was that the first time you had any information  
8 that led you to believe that the agenda was going to be  
9 amended for the---

10 A. Yes.

11 Q. ---November 18<sup>th</sup> meeting?

12 A. Yes, that was the first time I heard that.

13 Q. Was that unusual?

14 A. No, no. Any council member can amend the agenda  
15 with a majority vote from council. However, it's customary  
16 to give the heads-up to the chair so they can act as traffic  
17 cop to keep traffic flowing, you know. So, it's just  
18 basically a courtesy and that's, that's what I took it to  
19 be.

20 Q. So, what Mr. -- when was it -- Mr. McAbee met with  
21 you just before the meeting began roughly?

22 A. Yes.

23 Q. Within what, an hour, half an hour?

24 A. Yeah, hour, half hour, yeah.

25 Q. And that's the first information you received that



1 an attempt was gonna be made to amend the agenda---

2 A. Yeah.

3 Q. ---and hear a recommendation from the personnel  
4 committee?

5 A. Yes.

6 Q. Was that surprising to you?

7 A. Surprising?

8 I didn't, I didn't know about it so, yeah.

9 Q. So, between on -- because between the time that the  
10 matter was referred to the personnel committee for  
11 consideration, the matter being Mr. Preston's claim for  
12 anticipatory breach of contract and this meeting you had  
13 with Mr. McAbee just before the November 18<sup>th</sup> county  
14 council meeting, had you heard any reports, formal or  
15 informal, from the personnel committee that they were  
16 accomplishing anything in their work?

17 A. After the personnel committee was given the task  
18 that they were given, and I was to hand-off the material to  
19 Mr. Wilson, I made an appointment to meet with Mr. Wilson at  
20 his office in Powdersville. I handed all the documents I  
21 had, whatever they were.

22 Okay. At that time I expressed to him my desire to see  
23 Mr. Cunningham take the helm. It was just, it was just a  
24 recommendation, you know, and I also made contact with  
25 Mr. Greer by phone that I thought Mr. Cunningham would be a

1 good candidate. It was just my opinion expressed, and they  
2 could take it or leave it, whatever they chose to do. But I  
3 felt it was my job to make my wishes or opinions known.  
4 They could do what they wanted to do with it.

5 Q. Did you make those wishes known to anyone other  
6 than Mr. Wilson and Mr. Greer, the wishes about  
7 Mr. Cunningham taking over for Mr. Preston?

8 A. No. No. No.

9 Q. What caused you to believe that there was a need to  
10 replace Mr. Preston at that point in time?

11 A. Just during the process of what was going on with  
12 that anticipatory breach issue, it became apparent that Joey  
13 was not, was not gonna remain in his position. Therefore,  
14 that was going to be -- create a need, a vacancy. And I  
15 thought Mr. Cunningham would be a good person to fill that  
16 spot.

17 Q. Did you get any information, between the time the  
18 matter with respect to Joey Preston's claim against the  
19 county for anticipatory breach, between the time that claim  
20 was referred to the personnel committee and the time Mr.  
21 McAbee talked to you about amending the agenda on  
22 November 18<sup>th</sup>, 2008, did you have any indication or  
23 information that led you to believe that a severance package  
24 worth more than a million dollars was going to be offered to  
25 Mr. Preston?

1           A. Yes.

2           Q. How did you get that information?

3           A. Mr. Greer.

4           Q. When did that happen?

5           A. The night before the meeting.

6           Q. So, between -- up until the night of the meeting,

7 you had no indication from any source that a severance

8 package worth more than a million dollars was going to be

9 offered to Mr. Preston?

10          A. It seemed like I did because I knew Joey was going

11 to leave and he had been there 12 years. So, therefore, he

12 deserved some kind of compensation for, for his time of

13 service.

14          Did that answer the question?

15          Q. Well, how did you, how did you come to know that?

16          Who told you that?

17          A. Who told me that?

18          Q. Who told you that a package was being considered

19 worth more than a million dollars in severance to Joey

20 Preston?

21          A. Mr. Greer, Mr. Greer did the night just before the

22 meeting.

23          Q. All right. And the question was did you have any

24 indication or information that led you to believe such a

25 package was in the works prior to November 18<sup>th</sup>?

1           A. Yeah, yeah. Like I said previously, it became  
2 apparent Joey was going to leave his post and he would be  
3 given a severance package. It just became just basically  
4 what, general knowledge.

5           Q. And how did that -- how did you -- you don't  
6 remember how you learned of that then---

7           A. No.

8           Q. ---prior to November 18<sup>th</sup>?

9           A. No.

10          Q. But it was general knowledge you say---

11          A. Yeah.

12          Q. ---that a severance package of some kind was being  
13 considered?

14          A. Yeah.

15          Q. And was that general knowledge amongst all the  
16 county council members?

17          A. I can't -- I don't know what they knew.

18          Q. Do you know who else knew it besides you?

19          A. No, I don't know.

20          Q. Okay. And did you have any involvement in  
21 calculating the value of Joey Preston's claim for  
22 anticipatory breach?

23          A. It seems like I asked Gina for some numbers. But I  
24 don't think I actually got them. I think the numbers that I  
25 eventually got came from the personnel committee. I don't

1 remember any details about it.

2 Q. who is Gina?

3 A. what is her title?

4 Q. I mean do you know what department she works in?

5 A. Finance.

6 Q. So, Gina, a county employee working in finance?

7 A. County administrator of finance or something like

8 that.

9 Q. Okay.

10 A. Or assistant administrator of finance. She's the

11 head lady in finance.

12 Q. Did you -- and here's the question.

13 Did you have any direct involvement in---

14 A. No.

15 Q. ---trying to calculate the value of Joey Preston's

16 proposed severance package?

17 A. The calculations for Joey's severance came from the

18 personnel committee, and I had no involvement in that other

19 than expressing my opinions.

20 Q. Did you express any opinions about the value of the

21 settlement -- severance package---

22 A. No.

23 Q. ---to be offered Joey Preston?

24 A. That was -- I can't declare 100 percent, but I'm

25 thinking that's why I asked Gina for numbers. I wanted to

1 make sure they meshed, but, then again, Gina was providing  
2 the same numbers to the personnel committee. So, they  
3 should have. But I -- but direct involvement, no, I did  
4 not.

5 Q. And do you recall whether or not you requested  
6 numbers concerning the value of the severance package to be  
7 offered to Joey Preston from Gina prior to November 18<sup>th</sup>,  
8 2008?

9 A. Yeah, it was -- yeah, it was prior to  
10 November 18<sup>th</sup>, yes.

11 Q. And did you do that in order to evaluate, for your  
12 own sake, whether you thought the package to be offered to  
13 Mr. Preston was fair?

14 A. Yeah, I would say so.

15 Q. Do you know whether or not any other county council  
16 members had the same opportunity to evaluate whether or not  
17 the severance package to be offered to Mr. Preston was fair  
18 before November 18<sup>th</sup>, 2008?

19 A. No, I do not know what they -- I do not know what  
20 they know.

21 Q. Would it concern you, as chair of the county  
22 council, if one or more county council members did not have  
23 the benefit of evaluating the numbers concerning Mr.  
24 Preston's proposed severance package in advance of a  
25 meeting?

1 A. No.  
2 Q. why not?  
3 A. They should have asked.  
4 Q. They should have asked?  
5 A. They should have asked.  
6 Q. Did you have any knowledge of any negotiations that  
7 were going on, if they were, between Mr. Preston and/or his  
8 lawyers and the county or its lawyers with respect to the  
9 severance agreement for Mr. Preston?  
10 A. No.  
11 Q. Did you have any involvement in any subsequent  
12 negotiations?  
13 A. No.  
14 Q. Between October 22<sup>nd</sup>, 2008, when the matter was  
15 referred to the personnel committee, the matter concerning  
16 Mr. Preston, and November 18<sup>th</sup>, 2008, when the vote occurred  
17 on whether or not to offer him a severance package---  
18 A. Tray.  
19 Q. I'm sorry.  
20 A. I'm getting -- can I take a break?  
21 Q. Yeah.  
22 A. My brain is going (indicating). All these dates  
23 and numbers. I'm sorry.  
24 Q. Mr. Thompson, just to refresh your memory, on  
25 Exhibit No. 10, we saw that, by October 22<sup>nd</sup>, 2008, you had,

1 you being the county council, had referred the matter with  
2 respect to Joey Preston's claim to the personnel committee,  
3 correct?

4 A. Yes.

5 Q. So, that's October 22<sup>nd</sup>, 2008, and by  
6 November 18<sup>th</sup>, 2008, the county council had a meeting at  
7 which the severance agreement for Joey Preston was actually  
8 voted on, correct?

9 A. Yes.

10 Q. So, in that interim period between October 22<sup>nd</sup>,  
11 2008, and November 18<sup>th</sup>, 2008---

12 A. Okay.

13 Q. ---you applied for another job with the county,  
14 correct?

15 A. I don't know.

16 Q. And that's, that's fair. Let me just show you  
17 Exhibit No. 11.

18 A. This is the buyer's position, I'm thinking, which  
19 Joey told me about. By promoting another person to the  
20 assistant purchasing manager's job, it vacates a buyer's  
21 position or creates a position. And, so, this is that, that  
22 one we've already talked about.

23 Q. So, this is the position that you had been told  
24 about by Mr. Preston back in August 2008?

25 A. August, yeah.



1 Q. And now it has come open and is being posted in  
2 November?

3 A. When did -- when did the assistant purchasing  
4 manager's job come about?

5 Q. I'll show you Exhibit No. 7.

6 A. Yeah. Yeah, I applied for this back then.

7 Q. Back in August, 2008.

8 A. Okay. He said, he said you can't have this because  
9 I need to promote. But it will open up down below. Apply  
10 for that and this is down below.

11 Q. So, this being the buyer's position?

12 A. Yeah, this is the one that he had told me back in  
13 August.

14 Q. And is this the one back in August 2008 that you  
15 believed, from your conversation with Mr. Preston, that you  
16 were gonna get this job?

17 A. I did get this job.

18 Q. But back in August 2008 you believed that Mr.  
19 Preston was assuring you that you should get this job---

20 A. Yes. Yes.

21 Q. ---when it came open?

22 A. Yes, this is the job that I subsequently got for  
23 about ten days.

24 Q. Okay. And this job being the job of buyer?

25 A. Yes.

1 Q. There's also -- did you have any conversations with  
2 Mr. Preston in November 2008, before the county council  
3 meeting of November 18<sup>th</sup>, that you were going to apply for  
4 the buyer position in purchasing?  
5 A. Joey told me to apply.  
6 Q. In November 2008?  
7 A. No, August.  
8 Q. Okay. So, back in August he had told you---  
9 A. Yeah.  
10 Q. ---essentially when the position comes open, you  
11 should apply for it?  
12 A. Yeah.  
13 Q. So that was already understood by you?  
14 A. Yeah, that was back in August.  
15 Q. Did you see this posting for the job somewhere  
16 around the date that it came open, November 13<sup>th</sup>, 2008?  
17 A. I'm thinking it was on the Internet on the website.  
18 Q. Did you apply for it as soon as you saw---  
19 A. Yeah.  
20 Q. ---it posted?  
21 A. Yes.  
22 Q. What about Exhibit No. 12, which is dated  
23 November 19<sup>th</sup>, 2008, and it appears to be a posting for a  
24 Buyer II position?  
25 A. I don't know about this.

1 Q. Okay. Do you, do you recall ever seeing that  
2 posting?

3 A. No. Well, we never discussed levels of buyer, got  
4 Buyer I, Buyer II. We just always said buyer. So, in  
5 reality, I just knew there was a buyer position opening and  
6 he said it -- he said it's pretty high up. So, when I  
7 applied, it could have been for this one. It could have  
8 been for Exhibit 11. I just know that I applied for a  
9 buyer's position. We never even discussed I, II, A, B, or  
10 anything else. It was just buyer. But he did say it's  
11 pretty high up.

12 Q. The position that he was offering you?

13 A. Yeah.

14 Q. Did you have any -- did you care, one way or  
15 another, whether your position with the county would be a  
16 Buyer I or Buyer II position?

17 A. Not really because -- not really.

18 Q. You just wanted to get a job with the county?

19 A. I needed insurance.

20 Q. You needed health insurance?

21 A. I needed health insurance.

22 Q. Did you also need the income?

23 A. Yeah, I needed the income, but the health insurance  
24 was the driving factor or the -- of an importance to me I  
25 should say.

1 Q. And the job, either one, Buyer I or Buyer II, the  
2 job paid somewhere in the range of between \$23,000 per year  
3 up to \$35,000 a year, correct?

4 A. Correct.

5 Q. Did you still have an understanding, by  
6 November 2008, that you might be considered ultimately to  
7 replace the assessor?

8 A. Yes.

9 Q. And that could happen anytime over the next five  
10 years?

11 A. Five years, yes, sir.

12 Q. So, when you applied for the buyer position with  
13 Anderson County, after having discussed it with Mr. Preston,  
14 did you believe that you were most likely going to be  
15 employed by the county for at least up to five years?

16 A. Yes.

17 Q. And then ultimately would take over the assessor's  
18 job, correct?

19 A. That was my thinking at the time.

20 Q. In the mean time, you had started, by November  
21 2008, you had started taking the appraisal courses that Mr.  
22 Preston had talked to you about, correct?

23 A. Yes, yes. Back in August I had asked Joey, you  
24 know, since I'm going into purchasing, do I need to take the  
25 appraisal courses and he said yeah, go ahead and take them.

1 So, I didn't know what he was thinking. He never did  
2 disclose to me. He said yeah, go ahead and take them.

3 Q. That meeting of November 18<sup>th</sup>, 2008, during the  
4 meeting, a motion was made to amend the agenda, correct?

5 A. Yes.

6 Q. By Mr. Wilson?

7 A. I don't remember. I just know it happened.

8 Q. Okay. Would you agree with me that when you look  
9 at the agenda, the final version of the agenda for the  
10 November 18<sup>th</sup>, 2008, meeting, there was no line item that  
11 discussed the possibility of voting on a severance agreement  
12 package for Mr. Preston?

13 A. It was not on the original agenda, correct.

14 Q. And neither was there any line item on the original  
15 agenda that said the county council was going to vote on  
16 hiring Mr. Cunningham, correct?

17 A. Correct.

18 Q. Both of those matters happened by way of an  
19 amendment?

20 A. Yes.

21 Q. During the meeting?

22 A. Yes.

23 Q. And you were, you were presiding over the meeting,  
24 were you not?

25 A. Yes.

1 Q. Would it be fair to say that at least two council  
2 members were upset by the way the meeting happened?

3 A. Yes.

4 Q. And ultimately votes you allowed -- as chair, you  
5 allowed the votes to happen on both the severance agreement  
6 for Mr. Preston and an employment agreement for Mr.  
7 Cunningham?

8 A. Yes.

9 Q. Did you think that the process by which those votes  
10 came about was fair to the county council members who  
11 objected?

12 A. Yes. Yes.

13 Q. Why did you think it was fair?

14 A. Robert's Rules of Order.

15 Q. And did you ever go back and look at any county  
16 ordinances with respect to the procedure for preparing the  
17 agenda for county council meetings?

18 A. Yes.

19 Q. Did you ever determine, in your own mind, whether  
20 or not the county ordinances governing the procedure for  
21 amendments to the agenda were followed?

22 A. Say that again.

23 Q. Did you ever go back and try to determine, in your  
24 own mind, whether any county ordinances that might relate to  
25 amending the agenda of a county council meeting were

1 followed?  
2 A. After this event or prior to this event?  
3 Q. At either time.  
4 A. Yes.  
5 Q. Which one?  
6 A. I frequently referred to the Robert's Rules of  
7 Order handbook and to the county ordinance throughout my  
8 time on council as to how I should preside.  
9 Q. I'm going to show you a couple things, Mr.  
10 Thompson, real quick just to have you identify them for me.  
11 A. Okay.  
12 Q. All right. First is Exhibit No. 13. If you can  
13 identify Exhibit No. 13.  
14 what is it?  
15 A. Severance agreement and release of claims.  
16 Q. Okay. So, the first one, if I'm understanding  
17 right, is the severance agreement that relates to Joey  
18 Preston, correct?  
19 A. Yes.  
20 Q. And then the second one, Exhibit No. 14, what is  
21 that?  
22 A. Master employment agreement.  
23 Q. Relating to whom?  
24 A. Michael J. Cunningham herein sometimes thereafter  
25 referred to as administrator. I'm sorry. I messed that up.

1 Mr. Cunningham.

2 Q. Okay. Now, are these two, are these two agreements  
3 the ones that were voted on at the November 18<sup>th</sup>, 2008,  
4 county council meeting?

5 A. Yes, they were voted on herein.

6 Q. After the meeting, did you go see Mr. Cunningham  
7 about the buyer position with the county after the meeting  
8 of November 18<sup>th</sup>, 2008?

9 A. Yes, I met with Mr. Cunningham on the 19<sup>th</sup>, that  
10 morning after this meeting --

11 Q. Okay.

12 A. -- in his office.

13 Q. Okay. Why did you meet with him on the 19<sup>th</sup>?

14 A. Because he needed to sign this.

15 Q. He needed to sign the agreement?

16 A. He needed to sign this.

17 Q. Did you talk with him at all on the 19<sup>th</sup> about  
18 the buyer job with the county?

19 A. Yeah, we need, we need -- that's when he signed  
20 this, and I brought it up, yes.

21 Q. Okay. What happened on November 19<sup>th</sup> when you  
22 met with Mr. Cunningham with respect to the buyer job with  
23 the county?

24 A. He didn't think it was a good idea. He thought it  
25 was a conflict of interest.



1 Q. Did he express that to you?  
2 A. Yes.  
3 Q. And what, what did he say about it was a conflict?  
4 what did he think was a conflict about you taking a  
5 buyer job?  
6 A. I voted on these two docs.  
7 Q. Okay.  
8 A. And then, then working for the county. After that  
9 he thought it was a conflict.  
10 Q. Did he indicate to you that he did not want to hire  
11 you as the buyer for the county?  
12 A. No, he didn't say that. He said it was not a -- he  
13 thought it was a conflict of interest for me to work for the  
14 county. He didn't specify any positions.  
15 Q. Oh, period, just for any position at the county  
16 essentially?  
17 A. Yeah, he just said he just thought -- he didn't  
18 think it was a good idea for me to go to work for the county  
19 after voting on these docs because it was a -- he thought it  
20 was a conflict of interest.  
21 Q. And by these docs you mean the severance agreement  
22 for Mr. Preston and the employment agreement for Mr.  
23 Cunningham?  
24 A. Yes.  
25 Q. What did you do after Mr. Cunningham told you he

1 thought it would be a conflict of interest for you to work  
2 for the county?

3 A. Went to Joey.

4 Q. And what did Mr. Preston do?

5 A. He said it was not a conflict of interest.

6 Q. Did he hire you?

7 A. Yes.

8 Q. Mr. Preston is the one who hired you?

9 A. Yes.

10 Q. Do you remember what day that was?

11 A. Back in August.

12 Q. You thought he hired you back in August?

13 A. Yes.

14 Q. Did he ever have to formalize it by a written  
15 document of any kind?

16 A. Yes, he---

17 Q. How was it?

18 A. There's a personnel action form or something to  
19 that effect that he completed before he left.

20 Q. That Mr. Preston completed before he left?

21 A. Yes, Mr. Preston completed that.

22 Q. Do you know what date he completed that form?

23 A. No.

24 Q. Was it before January 1<sup>st</sup>, 2009?

25 A. Yes, it was before he left. So, he left in

1 December.  
2 Q. of 2008?  
3 A. 2008. So --.  
4 Q. Sometime in December you think?  
5 what's your best recollection of when Mr. -- well, did  
6 you see Mr. Preston actually sign a---  
7 A. No.  
8 Q. ---personnel action form?  
9 A. I never saw it. He, he just said -- I saw him out  
10 on the street somewhere or maybe across the street at  
11 Sullivan's, and he said that he had signed the P.A.F. and  
12 then for me not to worry, that I have a spot with the county  
13 and that's as far as I took it.  
14 Q. Would you agree with me that that discussion you  
15 had with Mr. Preston, whether it was at Sullivan's or where  
16 it might have been, happened after the November 18<sup>th</sup>, 2008,  
17 county council meeting?  
18 A. Yes.  
19 Q. At the county council meeting on November 18<sup>th</sup>,  
20 2008, did you ever reveal to the county council that you  
21 were actively seeking employment with the county before  
22 voting on the severance agreement for Mr. Preston?  
23 A. No.  
24 Q. Did you ever reveal to anyone in the public who was  
25 available at the county council meeting that you were

1 actively seeking employment with the county council or with  
2 the county at the November 18<sup>th</sup>, 2008, county council  
3 meeting?

4 A. No.

5 Q. Did you ever recuse yourself from voting on the  
6 severance agreement for Mr. Preston because you were seeking  
7 employment with the county?

8 A. No.

9 Q. Did you recuse yourself from voting on the  
10 employment agreement with Mr. Cunningham because you were  
11 seeking employment with the county?

12 A. No.

13 Q. Did you think it was a conflict of interest for you  
14 to be seeking employment from the very two people that you  
15 voted on their agreements for?

16 A. No.

17 Q. You said earlier that you had been advised when in  
18 doubt, recuse yourself, correct?

19 A. Yes.

20 Q. And you weren't even in any doubt?

21 A. No doubt. I had already been hired.

22 Q. Did you ever -- are you aware of whether or not you  
23 ever actually showed up on the payroll as an, as an employee  
24 of the county working in the purchasing department?

25 A. I received a pay check.

1 Q. Now, let me show you Exhibit No. 16, which I  
2 believe you talked about in your prior deposition---  
3 A. Yeah.  
4 Q. ---in the Cunningham case, but let me make sure.  
5 If you would, look at Exhibit No. 16 and tell me what  
6 it is.  
7 A. This is the pay stub that I received in January of  
8 2009.  
9 Q. Okay. What does it tell you about your employment  
10 with Anderson County?  
11 A. I'm a county employee.  
12 Q. And do you think this represents your employment as  
13 a member of the purchasing department?  
14 A. Yes, that's the way I took it.  
15 Q. Why did you take it that way?  
16 What about it makes you think that this reflects that  
17 you are working for the purchasing department for Anderson  
18 County?  
19 A. I received a pay check and Joey told me, before he  
20 left, that he had signed the, the document, the document  
21 that, that hired me as a county employment -- as employee,  
22 and then this, this -- and to take those courses and then  
23 this pay check shows up.  
24 Q. Would it have concerned you to be receiving funds  
25 from Anderson County to take appraisal courses if you were

1 not even an employee of the county?  
2 A. Would it concern me if I was not?  
3 Q. Correct.  
4 A. Yes, I -- yes, it would concern me, yeah.  
5 Q. You would not, would you agree, you would not be  
6 entitled to receive any county money for training if you  
7 were not even an employee of the county?  
8 A. Yes.  
9 Q. And, in fact, you continued to take appraisal  
10 courses into January of 2009.  
11 Is that fair?  
12 A. Yes, I did.  
13 Q. Did you take any in February 2009?  
14 A. I think I finished up in February.  
15 Q. And those were courses that the county paid for,  
16 correct?  
17 A. Yes.  
18 Q. And you thought you were a county employee at the  
19 time?  
20 A. Yes, I thought I was a county employee.  
21 Q. In the purchasing department?  
22 A. In the purchasing, yes, that's correct.  
23 Q. Did you ever do the -- is this the only document  
24 that you believe shows that you were a member of the  
25 purchasing department of Anderson County?

1 I mean are you aware of any other documents besides  
2 this pay stub?  
3 A. There is a P.A.F., but I never physically saw it.  
4 Q. Anything else you can think of that besides the  
5 P.A.F. and this pay stub?  
6 A. No.  
7 Q. Do you recall -- I mean does it strike you as odd  
8 that you received no additional pay stub beyond this one  
9 that's dated January 16<sup>th</sup>, 2009?  
10 A. No.  
11 Q. Even though you were continuing to take training  
12 into February of 2009?  
13 A. I thought I was a county employee. So, no, it did  
14 not concern me.  
15 Q. And did you ever do the math to figure out what the  
16 amount of pay was compared to your annual salary as a  
17 council member?  
18 A. Hu huh. (Negative).  
19 Q. If you divide the council member's salary of \$8,930  
20 a year by 26 pay periods, you get \$343.46, which is one  
21 penny different than what this pay stub shows.  
22 A. Okay.  
23 Q. If that's the case, would you think that this might  
24 be just your last pay check as a county council member?  
25 A. I never did. I never made that connection. I

1 thought it, I thought it meant I was a county employee with  
2 the purchasing department.

3 Q. Do you agree that you were not receiving health  
4 insurance from the county starting in January 2009?

5 A. When did I know this?

6 Q. No, I'm just saying do you agree that you weren't.  
7 whether you learned it later or learned it then, I'm not  
8 concerned about that.

9 A. Yeah, I learned it later, but at that time I was,  
10 was receiving health insurance from the county.

11 Q. Right.

12 And as you learned later, the reason you were receiving  
13 health insurance from the county was because Michael  
14 Cunningham was paying for it?

15 A. Yes, I found that out after Mr. Cunningham was  
16 dismissed.

17 Q. Did you have any understanding as to why Mr.  
18 Cunningham paid for your health insurance?

19 A. He's a great guy. That's all I know.

20 Q. Exhibit 17 I believe is numbered. Yeah, it's  
21 numbered sequentially as Plaintiff's 619 through 21.

22 Are these certificates that you received as a result of  
23 taking the various appraisal courses you took that the  
24 county paid for?

25 A. Yes.



1 Q. Are these valuable to you personally?  
2 A. No, I never did use it.  
3 Q. Never used the courses?  
4 A. No.  
5 Q. In any job you ever got?  
6 A. No way, shape, or form.  
7 Q. Who, who signed off on the payments you received  
8 for taking the classes, the travel, per diem, for those  
9 classes?  
10 A. Joey did.  
11 Q. Why was Mr. Preston the one who signed off on you  
12 getting this training?  
13 A. He's the one that hired me.  
14 Q. Had you received training through the county before  
15 as a member of the county council before the appraisal  
16 classes?  
17 A. Any kind of training?  
18 Q. Any kind of training.  
19 A. Yes.  
20 Q. That the county paid for?  
21 A. Yes.  
22 Q. What was the normal process for a county council  
23 member who wanted to receive training that was paid for by  
24 the county in terms of who approved it?  
25 A. The, the administrator.

1 Q. And that was always the case?  
2 A. For me it was.  
3 Q. Do you know whether it was the case for other  
4 county council members?  
5 A. I don't know.  
6 Q. And the county administrator was always Mr. Preston  
7 during your tenure?  
8 A. Yes.  
9 Q. Typically when you took the courses, the appraisal  
10 courses that you took that Mr. Preston talked to you about,  
11 typically you had to fill out paperwork that Mr. Preston  
12 signed off on to make sure you got reimbursed for the  
13 course, is that right?  
14 A. No.  
15 Q. How did you get paid?  
16 who had to sign off, on the county side, who had to  
17 sign off on the paperwork to make sure---  
18 A. Oh, I'm sorry.  
19 Q. ---you got paid?  
20 A. Yep, yep, yep. Joey, I want to take these courses  
21 or here are the courses you want me to take. Give me the  
22 information. Okay. And then I, I think I talked to Teresa  
23 or, or -- and then it was approved.  
24 Q. And were there documents that had to be filled  
25 out---

1 A. Yeah.  
2 Q. ---to get that approval?  
3 A. Yep, yep.  
4 Q. And those documents where they needed a signature  
5 were signed by Mr. Preston?  
6 A. Yes.  
7 Q. Let me show you what's, what I think is just an  
8 example of that process. This is No. 18.  
9 Do I have tied together?  
10 I do. Sorry. I thought I had extras.  
11 I'm just showing you, Mr. Thompson, an example, what I  
12 think is an example of one of these approval forms for being  
13 paid to take the classes, the appraisal classes in  
14 particular. If you'd take a minute and look at it and tell  
15 me if you agree that Exhibit 18 relates to your appraisal  
16 course training that you received.  
17 A. Yes, it does. QE-5, 6, through 7 are the last  
18 three courses.  
19 Q. Okay. Now, QE-5, 6, and 7, those were courses that  
20 you took in December of '08, January of '09, and into  
21 February of '09, correct?  
22 A. Yeah, I think the last day was like February the  
23 1<sup>st</sup>.  
24 Q. And this -- if you look at the second page of this  
25 document.

1 A. Second page?  
2 Q. Yep.  
3 A. I'm sorry.  
4 Q. Second page of Exhibit No. 18.  
5 A. Okay.  
6 Q. That's what's billed as an Anderson County advance  
7 travel request, correct, that one page?  
8 A. Okay.  
9 Q. And it's signed by the county administrator, Joey  
10 Preston, would you agree?  
11 A. Yes.  
12 Q. And it indicates that you are asking for advance  
13 money to take three appraisal courses, correct?  
14 A. Yes.  
15 Q. So, in other words, you're asking the County of  
16 Anderson to pay you, in advance, \$2,749.80 so that you can  
17 take three courses that are coming up later, correct?  
18 A. Yes.  
19 Q. Why did you have this form filled out and get that  
20 so far in advance of the classes being taken?  
21 A. I was in the process of taking courses and those  
22 were the courses he wanted me to take. So, I just wanted to  
23 make sure we completed the process.  
24 Q. Did you want to complete the process before  
25 Mr. Preston was no longer available to you?

1 A. Yeah.

2 Q. Because by January 1, 2009, or thereabouts he was  
3 going to be gone, correct?

4 A. Yes.

5 Q. So, he wouldn't be able to sign these approvals  
6 anymore, would he?

7 A. No.

8 Q. Prior to getting this advance, your typical process  
9 for being paid back for those courses was more or less as  
10 you went.

11 would you agree?

12 A. Yes.

13 Q. So, you go to one class basically and then submit  
14 it for reimbursement for the one class?

15 A. Uh-huh. (Affirmative).

16 Q. Is that right?

17 A. Yeah.

18 Q. And Mr. Preston would sign the paperwork to make  
19 sure you got paid back?

20 A. Correct.

21 Q. And then when this time came, at the end of  
22 November, 2008, you made sure to get \$2,749.80 all in  
23 advance, correct?

24 A. Yes.

25 Q. Did you ever ask Mr. Cunningham if he would approve

1 the advance of 2,700 plus dollars?

2 A. No, I went to Mr. Preston and said -- asked him how  
3 he wanted to handle this, and he said, he said he'll take  
4 care of it---

5 Q. Okay. And then ultimately this, this paperwork was  
6 provided or at least a check was provided to you in the  
7 amount of \$2,749.80, correct?

8 A. Yeah.

9 Q. Did you have to sign off on the form, Exhibit 18?

10 A. I don't think I did. I just -- I think I just  
11 asked Joey how he wanted to handle this and he said he'll  
12 take care of it, and then I received a check to go take  
13 courses. So, I just continued, you know, going down to  
14 Columbia and taking these courses until they were all taken.

15 Q. How would you characterize your relationship with  
16 Mr. Preston today?

17 A. Today?

18 Q. Today.

19 A. I haven't seen Joey in months. So, I would -- I  
20 wouldn't say we have a relationship.

21 Q. How would you characterize your relationship with  
22 Mr. Preston in 2008 when you were the county council chair?

23 A. He was, he was a friend in addition to being a  
24 county employee, yes.

25 Q. And did that relationship continue after you both

1 left the employment of the county?  
2 would you characterize yourselves as friends after you  
3 both left the employment of the county?  
4 A. I would, but we haven't seen each other in months.  
5 So --.  
6 Q. Did you ever -- were you ever involved in any  
7 business relationship with Mr. Preston of any kind?  
8 A. No.  
9 Q. Are you aware of any business ventures that  
10 Mr. Preston was involved in?  
11 A. No.  
12 Q. How would you characterize your relationship with  
13 Mr. Preston in 2008 when you were county council chair?  
14 A. He was, he was a friend in addition to being a  
15 county employee.  
16 Q. And did that relationship continue after you both  
17 left the employment of the county?  
18 I mean would you characterize yourself as friends after  
19 you both left the employment of the county?  
20 A. I would, but we haven't seen each other in months.  
21 Q. Mr. Thompson, my name is Lane Davis and I represent  
22 Joey Preston in this lawsuit. I am -- I will endeavor to be  
23 more or less long winded than my opposing counsel.  
24 A. Okay.  
25 Q. Can you please turn to Exhibit 3 to start out?

1           A. Okay.

2           Q. During your testimony earlier this afternoon in  
3 relation to questions pertaining to this Exhibit 3, you  
4 referenced some letters that were sent that were of a  
5 harassing nature.

6           Do you recall that?

7           A. Yes.

8           Q. Tell me more about those letters.

9           A. Each member of council, except for Cindy Wilson --  
10 I'm not -- no, Bob Waldrep was not on the council at the  
11 time or was he?

12           Anyway, the majority of the members of council, except  
13 for Cindy and Bob, received letters at their home saying how  
14 someone's going to sodomize you because, because you're on  
15 the council and not doing, you know, and they were  
16 threatening letters or you're gonna wind up in prison where  
17 you're going to get sodomized and very disturbing.

18           Q. As early as August of 2007, people were referencing  
19 prison in these letters to county council members?

20           A. Yes.

21           Q. Were the letters otherwise threatening in nature?

22           A. Yes.

23           Q. Did the letters cause you pause?

24           A. Define pause.

25           Q. Did they worry you?



1 A. Worried me, scared me, pissed me off.  
2 Q. All of the above?  
3 A. All the above.  
4 Q. How about the other council members, did they scare  
5 the other council members?  
6 A. From what I understand, they were, yes.  
7 Q. With the exception of Councilwoman Wilson, of  
8 course?  
9 A. Yes.  
10 Q. Because she didn't ever get any harassing letters?  
11 A. Right.  
12 Q. When did the harassing letters start?  
13 Do you recall?  
14 A. That was the only letter that I received at my  
15 home. There was another time where a reference was made  
16 over the radio where I better check my homeowner's  
17 insurance, which I took as a threat against my home. But I  
18 don't remember the date.  
19 Q. Do you recall any other instances of harassing  
20 behavior that either related to yourself or other members of  
21 the county council, Ms. Wilson excluded?  
22 A. Other harassment against other council members, is  
23 that what you---  
24 Q. Yes, sir.  
25 A. Yes, Ms. Floyd was followed home one night and

1 basically almost ran off the road.

2 Q. Do you have any idea who was participating in these  
3 acts of harassment?

4 A. The person or persons were never identified.

5 Q. Was the county administrator a target of such  
6 harassing behavior?

7 A. Yes, he was, he was frequently targeted from what I  
8 understood.

9 Q. Was he followed?

10 A. It was my understanding he was followed, yes, sir.

11 Q. Was it common knowledge among the county council  
12 members?

13 A. Yes, sir, it was common knowledge.

14 Q. Was -- were the county council members experiencing  
15 the same type of harassing behavior?

16 A. You mean similar to what Joey---

17 Q. Yes, sir.

18 A. I think Joey received a higher degree of  
19 harassment.

20 Q. Joey's was worse?

21 A. Yes, I would think so.

22 Q. Do you know whether the harassing behavior scared  
23 Mr. Preston?

24 A. Yes, he had Bill Streun, who was the chief security  
25 officer, to basically follow him wherever he went.

1 Q. And does Mr. Preston have two young boys?  
2 A. Yes.  
3 Q. At the time, was he married?  
4 A. Yes.  
5 Q. Was the harassing behavior that we're talking about  
6 occurring while he was living with his two young boys?  
7 A. Yes.  
8 Q. Do you recall any other instances of harassment  
9 that was directed towards Mr. Preston that are, that are  
10 along the same lines?  
11 A. Direct knowledge or hearsay or anything or---  
12 Q. Sure. Anything.  
13 A. This -- there was one incident that came to mind  
14 where will, that's the oldest son of Joey's, answered the  
15 phone and it really---  
16 Q. What is your understanding was said to Mr.  
17 Preston's son, will?  
18 A. I don't, I don't recall.  
19 Q. Was it threatening in nature?  
20 A. It was threatening in nature and a ten year old boy  
21 shouldn't be hearing such stuff.  
22 Q. Were people calling Mr. Preston's house?  
23 A. Yes, that's my understanding.  
24 Q. Were they threatening his kids?  
25 A. I don't -- they weren't -- they wasn't threatening

1 his kids per se. will just happened to answer the phone.  
2 Some, if I, if I can say jerk, was just calling his house  
3 and will answered the phone.

4 Q. It sounds like an appropriate description.

5 A. Okay. But anyway, I remember Joey talking about  
6 it, yeah.

7 Q. Do you recall a point in time where Mr. Preston and  
8 Councilwoman Wilson started to butt heads?

9 A. Do I remember a time?

10 It, to me, it seemed like they were butting heads from  
11 the first time I met council, I was on council. So --.

12 Q. And what's the relationship between the harassing  
13 behavior that we talked about and the voters who supported  
14 Cindy Wilson?

15 Do you believe there's a correlation between the voters  
16 who support Ms. Wilson and the harassing behaviors we just  
17 talked about?

18 A. Yes. Yes. Yes.

19 Q. What is it.

20 Mr. Tessier: Same objection.

21 A. It is my understanding that -- well, I mean it's  
22 not my understanding. I know that Ms. Wilson is a member of  
23 or associated with the Anderson County Taxpayer's  
24 Association. I know this because, when I first was elected  
25 to council, I was also connected with the Anderson County

1 Taxpayers's Association, and we will meet at Mr. Crowe's  
2 house, that's Charles Crowe, and Cindy Wilson would call in  
3 over the speaker phone and we would have a meeting, if  
4 that's what you want to call it.

5 Okay. And it's common knowledge, just turn on the AM  
6 radio, and you can hear members of the Taxpayer's  
7 Association. It's always the same handful of callers  
8 calling in either belittling the council or belittling  
9 Mr. Preston because we were not following their dictation.  
10 So, that's my -- that's what I understand is going on.

11 Q. Did the acrimony between county -- various county  
12 council members, Mr. Preston, and Councilwoman Wilson ever  
13 spill over into open meetings?

14 A. Oh, yeah.

15 Q. Did it ever spill into decisions that were being  
16 made by the county council?

17 A. Yeah, yeah. It was basically if Joey wanted it,  
18 Cindy, Cindy didn't. I mean that's basically the way things  
19 flowed.

20 Q. Let me show you what I'm going to mark as our next  
21 exhibit. Well, let me show the actual exhibit. I'll show  
22 your lawyer.

23 I'll show you this email chain in which you were  
24 included at the top that dates from February 20<sup>th</sup> of 2008,  
25 and what I'm interested in asking you about was does this

1 bottom email reference a specific project in Powdersville?

2 A. Yes.

3 Q. Do you recall the instance of the developer on this  
4 Powdersville commercial project expressing concern about the  
5 county council's inability to get along?

6 A. Say that again.

7 Q. Well, let me refer you to the body of the  
8 February 20<sup>th</sup> email down below, and in the middle of it it  
9 says, and I quote, "he was very concerned over the Midtowne  
10 Center project initiatives and how this project is being  
11 handled on council floor."

12 Do you see that?

13 A. Yes.

14 Q. Do you recall, in February of 2008, whether there  
15 was concern on your part about the inability of county  
16 council to get along actually impacting economic development  
17 in Anderson County?

18 A. Yes, that, that was a big concern with the majority  
19 of council. The acidic nature that existed on the council  
20 floor and especially between Mr. Waldrep, Cindy, and Joey,  
21 and that it was harming economic development in the county.

22 Q. Was the acidic environment potentially threatening  
23 economic development?

24 A. Yes. Yes, that's my understanding it was.

25 Q. I want to turn your attention now to what was

1 previously marked as Exhibit 4.

2 Can you look at that for me, sir?

3 A. Okay.

4 Q. If you recall, Exhibit 4 was the March 4<sup>th</sup>, 2008,  
5 email between yourself and Mr. Preston wherein you  
6 referenced the appraisal courses.

7 The question I have is, and maybe it's an obvious one,  
8 but did the conversation between yourself and Mr. Preston  
9 about your working for the county occur prior to your  
10 sending this email?

11 A. Yes.

12 Q. Do you recall how much prior before you sent this  
13 email?

14 A. No.

15 Q. You reference that you contacted Mr. Freeman in  
16 relation to obtaining information about appraisal courses.

17 Do you remember that?

18 A. I spoke directly to Mr. Freeman about the notebook.  
19 Mr. Preston contacted Mr. Freeman to provide me the  
20 notebook.

21 Q. When you were contacting Mr. Freeman, was there any  
22 attempt on your part to conceal that you were interested in  
23 pursuing appraisal courses?

24 A. No.

25 Q. You were completely open about that, weren't you?

1 A. Yes.

2 Q. Was the first time that Mr. Preston asked you to  
3 consider pursuing appraisal courses in and about March of  
4 2008?

5 A. Yes.

6 Q. Were the primaries for the 2008 election before or  
7 after this email?

8 A. After.

9 Q. When were they?  
10 Do you recall?

11 A. I think either June or July.

12 Q. So, approximately 90 to 120 days before the primary  
13 ever occurred, had you spoken to Mr. Preston about going to  
14 work with the county?

15 A. You're saying before the primary, did I speak to  
16 Mr. Preston?

17 Q. Yes, sir.

18 A. Yes, the answer's yes.

19 Q. It was about approximately 90 to 120 days before  
20 the primary even occurred, right?

21 A. Yes.

22 Q. And, at that time, did Mr. Preston ask you to  
23 consider pursuing the appraisal courses?

24 A. Yes, he brought it up in conversation, yes.

25 Q. Did Mr. Preston tell you, at that time, why he felt



1 like you were a good candidate for a job with the county?  
2 A. Yes, he did.  
3 Q. Was it because you are a veteran of the United  
4 States Navy?  
5 A. No.  
6 Q. Was that, in part, one of the reasons?  
7 A. It could have been. I remember specifically it was  
8 my Master's Degree and my experience in real estate, and  
9 that's why he recommended the Assessor's Office, and that's  
10 when he recommended the appraiser courses.  
11 Q. Did you also have nine years of purchasing  
12 experience?  
13 A. Yeah.  
14 Q. Do you also understand the interworkings of  
15 Anderson County?  
16 A. I hope so. Four years on the council, I hope so.  
17 Q. On or during your earlier line of questioning, you  
18 mentioned some nonprofit organization where you served on  
19 the board.  
20 What were they?  
21 A. I served on the Board of Directors for the Anderson  
22 Area Chamber of Commerce. I served on the Board of  
23 Directors for the Appalachian Council in Government. I was,  
24 I was on the Economic Development Committee and an alternate  
25 for the executive committee. I, I served on the -- oh,

1 something Anderson, must have -- something Anderson --  
2 Interact Anderson, Activate Anderson in which I served on  
3 the executive committee.

4 I served on the Board of Directors for the workForce,  
5 workForce, workLink Investment Board, and it seemed like I'm  
6 leaving something out. But I -- my -- it's not coming to  
7 me. On workLink, I was on the administrative and budget  
8 committee.

9 Q. Let me turn your attention to Exhibit 5.

10 The first question, what time of day was this email  
11 sent by you to Mr. Preston?

12 A. 5:43PM.

13 Q. The second question I have for you is did  
14 Mr. Preston specifically respond to this email?

15 A. He scolded me.

16 Q. Did he tell you not to use---

17 A. Yep.

18 Q. ---county emails for this type of request?

19 A. Yeah, he scolded me.

20 Q. Did Mr. Preston actually use his personal time with  
21 respect to any efforts he may have?

22 A. That's my understanding.

23 Q. Do you have any knowledge of anytime when  
24 Mr. Preston used public resources or public time to help you  
25 with your campaign?

1 A. No.  
2 Q. That didn't happen, did it?  
3 A. Not to my knowledge.  
4 Q. Can you look at Exhibit 7 for me?  
5 A. Okay.  
6 Q. I may be missing it, but does your name actually  
7 appear on this?  
8 A. I don't see it, but I did apply.  
9 Q. Is it omitted because, as Mr. Preston told you, you  
10 wouldn't be considered for this position?  
11 A. That was my understanding. Because he needed to  
12 promote from within or he needed to promote people I should  
13 say.  
14 Q. I want to turn your attention to Exhibit 8 and  
15 also---  
16 A. I'm sorry. Eight?  
17 Q. Yes, sir. And also to the August of 2008  
18 timeframe, and I'm going to ask you some questions that I'll  
19 apologize for in advance. I mean no offense by them. I  
20 just need to know the information.  
21 when you were asked about Exhibit 8, earlier you  
22 testified, and I quote, "that you needed a job."  
23 Is that right?  
24 A. Okay. Yes.  
25 Q. Were you having financial difficulties at the time?

1           A. I needed, I need insurance when I come off of  
2 council.  
3           Q. why did you need insurance?  
4           A. we have lots of medication that we need to buy.  
5           Q. For what?  
6           A. For my wife.  
7           Q. what's the matter with your wife?  
8           A. High blood pressure and we -- just ailments. Can  
9 I---  
10          Q. Sure.  
11          Do you have -- do you have any yourself?  
12          A. Yes.  
13          Q. what is, what is your health problems?  
14          A. Gas -- acid reflux. They call it GERD, heart  
15 palpitations, SVT, high cholesterol.  
16          what else?  
17          I think that's it.  
18          Q. At this point in time you needed, you needed  
19 employment, correct?  
20          A. Yes.  
21          Q. Did Mr. Preston know you needed employment?  
22          A. Yes, I spoke to him back in March.  
23          Q. were Council Members Wilson and Waldrep the type of  
24 people who would, were, were known to disseminate  
25 confidential information to the public when they should not

1 have?  
2 A. Yes. Yes.  
3 Q. Did Council Member Wilson ever disseminate  
4 information that you believed was confidential?  
5 A. Yes.  
6 Q. Did she do it publically?  
7 A. Yes.  
8 Q. How about Mr. Waldrep?  
9 A. Yes.  
10 Can I go into detail?  
11 Q. Sure.  
12 A. Okay. Mr. Preston's personnel credit card number  
13 was disseminated and that wound up on the Anderson County  
14 newspaper, the Anderson Independent Mail's website. Okay.  
15 County, county credit card numbers, in general, were  
16 disseminated and they ended up spread out all over the  
17 county. Those cards had to be canceled and new cards had to  
18 be issued.  
19 There was an issue where, as chairman, I disseminated  
20 some information to council and I purposely marked it,  
21 marked it confidential. I mean with a red stamp. It showed  
22 up on the Independent Mail's website with the confidential  
23 stamp on it. So, you had a confidential document marked  
24 confidential on the website and had that -- had no business  
25 being marked. So, it was knowledge that they disseminated

1 stuff that they shouldn't be disseminating.

2 THE COURT: If you'll stop it right there.

3 Q. Now, as of August of 2008, was your financial  
4 position something you felt the public needed to know about?

5 THE COURT: On Page 143 it says.

6 All right. Bring the lights back up for me, sir.

7 All right. We've reached 5:30. I'm going to adjourn  
8 for the evening. We'll start back at nine o'clock in the  
9 morning.

10 Thank you very much.

11 We're in recess until that time.

12 Now, I'll hear from you concerning the use of the  
13 deposition in the morning before we start.

14 MR. TESSIER: Yes, sir.

15 THE COURT: Thank you.

16 Court's adjourned.

17

18 (WHEREUPON, Court was in recess for the evening.)

19

20

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22

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24

25

wednesday, October 31<sup>st</sup>, 2012

THE COURT: All right. When we broke yesterday afternoon we were in the process of hearing the testimony of Michael Glenn Thompson.

Ma'am, are you ready to resume that?

MR. TESSIER: Yes, Your Honor. /

THE COURT: If you'll get the lights for me, Mr. Bailiff.

(Bailiff complies.)

THE COURT: Thank you.

Q. Do you have any yourself?

A. Yes.

Q. What is, what is your health problems?

A. Gas -- acid reflux. They call it GERD, heart palpitations, SVT, high cholesterol.

What else?

I think that's it.

Q. At this point in time you needed, you needed employment, correct?

A. Yes.

Q. Did Mr. Preston know you needed employment?

A. Yes, I spoke to him back in March.

Q. Were Council Members Wilson and Waldrep the type of people who would, were, were known to disseminate

1 confidential information to the public when they should not  
2 have?

3 A. Yes. Yes.

4 Q. Did Council Member Wilson ever disseminate  
5 information that you believed was confidential?

6 A. Yes.

7 Q. Did she do it publically?

8 A. Yes.

9 Q. How about Mr. Waldrep?

10 A. Yes.

11 Can I go into detail?

12 Q. Sure.

13 A. Okay. Mr. Preston's personnel credit card number  
14 was disseminated and that wound up on the Anderson County  
15 newspaper, the Anderson Independent Mail's website. Okay.  
16 County, county credit card numbers, in general, were  
17 disseminated and they ended up spread out all over the  
18 county. Those cards had to be canceled and new cards had to  
19 be issued.

20 There was an issue where, as chairman, I disseminated  
21 some information to council and I purposely marked it,  
22 marked it confidential. I mean with a red stamp. It showed  
23 up on the Independent Mail's website with the confidential  
24 stamp on it. So, you had a confidential document marked  
25 confidential on the website and had that -- had no business



1 being marked. So, it was knowledge that they disseminated  
2 stuff that they shouldn't be disseminating.

3 Q. Now, as of August of 2008, was your financial  
4 position something you felt the public needed to know about?

5 A. Of my job with the county?

6 Q. Yes.

7 A. No.

8 Q. You needed a job, right?

9 A. That's a -- it's a personnel issue. You don't  
10 discuss personnel issues.

11 Q. Were you concerned that the same individuals who  
12 had circulated the harassing letters might misuse  
13 information like your applying for a job?

14 A. Of course they would, yes

15 Q. Were they the same people that caused you to be  
16 scared for your own safety?

17 A. Yes, I believe they were.

18 Q. Were they the same people who called Mr. Preston's  
19 house and spoke to his boy?

20 A. I'm going to have to assume that, that it was.

21 Q. Let's look at Exhibit 9.

22 During your earlier examination you testified that this  
23 was the information regarding the appraisal course that you  
24 had earlier spoke with Mr. Preston about in March of 2008.

25 My first question is did I get that correct?

1 A. Yes.

2 Q. Is it your understanding that Mr. Preston was  
3 asking you to take these appraisal courses because you would  
4 ultimately work for Anderson County?

5 A. That was my understanding.

6 Q. Is it also your understanding that Mr. Preston was  
7 asking you to take these appraisal courses because, at some  
8 point, you might obtain a position with the Assessor's  
9 office?

10 A. That's where it started, with the Assessor's  
11 office, yes, sir

12 Q. If -- scratch that.

13 Was Tom Bright the lawyer hired by the county to  
14 provide representation in relation to Mr. Preston's  
15 anticipatory breach of contract claim?

16 A. Yes.

17 Q. Was Mr. Bright an employment specialist?

18 A. It was my understanding from the -- what's the  
19 book?

20 What's that book?

21 Q. Martindale-Hubbel.

22 A. Yeah, that he did personnel issues. So, that was  
23 my understanding.

24 Q. Was Mr. Bright hired because of his background in  
25 employment issues?

1           A. I presented three attorneys to the council and we  
2 discussed it and, and went back to the chamber and we took a  
3 vote.

4           Q. Now, during your earlier testimony you stated that  
5 Mr. Waldrep had objected to almost everyone.

6           Do you recall that?

7           A. Yes

8           Q. Was Mr. Waldrep opposed to hiring an independent  
9 law firm?

10          A. I think he was opposed to us hiring an attorney at  
11 all at that time.

12          Q. Fair enough.

13          When you voted on Mr. Preston's severance agreement,  
14 was it your belief there was potential risk to Anderson  
15 County in relation to the claim asserted by Mr. Preston?

16          A. Was there risk to the county because of that?

17          Q. Yes, sir.

18          A. I don't understand.

19          Q. Okay. Did you understand Mr. Preston was asserting  
20 a claim against Anderson County?

21          A. Yes, anticipatory, the anticipatory breach.

22          Q. You understand that?

23          A. Yes, sir.

24          Q. Was it your belief that his assertion of that claim  
25 of breach, of breach posed a risk to Anderson County?

1 A. Yes. Yes

2 Q. Was Anderson County represented by Mr. Bright, Tom  
3 Bright?

4 A. Yes.

5 Q. Was it also your belief that the protracted  
6 litigation could hurt Anderson County?

7 A. Yes.

8 Q. And if we look back to that last exhibit from  
9 February 20<sup>th</sup> of 2008, that we looked at, and I mean the  
10 last as in the last marked exhibit, which I believe is  
11 Exhibit 19?

12 A. Nineteen?

13 Q. Yes, sir.

14 A. Okay. Hold on. Okay. Got it

15 Q. In fact, wasn't it true that historically there  
16 were actual instances of an economic development where  
17 political infighting by the county council had threatened  
18 potential economic development initiatives?

19 A. Yeah, that was a concern of mine, yeah.

20 Q. And was that same sort of political infighting part  
21 of your concern about the potential risk to economic  
22 development that might result from the protracted litigation  
23 that could be brought by Mr. Preston against Anderson  
24 County?

25 A. Yes, I didn't think it was in the county's best

1 interest to go through a drawn out litigation process.

2 Q. Would it be in the county's best interest to spend  
3 two million-dollars investigating Mr. Preston?

4 A. No.

5 Q. Of course not, right?

6 A. No.

7 Q. Can, can you look at Exhibit 11 for me?

8 A. Okay.

9 Q. In relation to Exhibit 11, which is the  
10 November 13<sup>th</sup>, 2008, Buyer I job advertisement, could you  
11 look down where it says requirements?

12 A. Yes.

13 Q. Did you have a high school diploma or GED  
14 equivalent?

15 A. I have a Master's in Business.

16 Q. Did you have two years or more of experience in  
17 purchasing, purchasing and procurement operations?

18 A. I have, have nine years of purchasing experience.

19 Q. Were you honorably discharged from the United  
20 States Navy?

21 A. Yes, I served six years and was honorably  
22 discharged.

23 Q. Can you turn the page and look at the second page  
24 to Exhibit 11, which is the page that is Bates stamped PLF  
25 00061?

1 A. Okay.  
2 Q. Can you find your name on that page?  
3 A. I'm number three.  
4 Q. Okay. Is that 11/19 next to your name?  
5 A. Yes.  
6 Q. Did your application specify what buyer position  
7 you wanted?  
8 A. No, it just said, it just said buyer. He said a,  
9 he said a buyer's position was opening and I should apply.  
10 Q. Let's look at Exhibit No. 12.  
11 A. Okay.  
12 Q. What is the date reflected on the Buyer II job  
13 opening announcement of Anderson County?  
14 A. November 19<sup>th</sup>.  
15 Q. November 19<sup>th</sup>, 2008?  
16 A. Yes.  
17 Q. Is that the same date that we saw on Exhibit 11?  
18 A. Yes.  
19 Q. Are these the positions that Mr. Preston had  
20 identified to you as likely becoming available in a few  
21 months?  
22 A. He just said buyer. He didn't say I or II or any  
23 number. He just said a buyer's position.  
24 Q. I want you to look down at the requirement section  
25 on Exhibit 12.

1 A. Okay.

2 Q. The requirements require a Bachelor's Degree in  
3 business, marketing, or accounting.

4 A. Okay.

5 Q. Do you have an MBA?

6 A. Yes.

7 Q. Do you have four years of progressively responsible  
8 supervisory work?

9 A. Nine years.

10 Q. You have nine years?

11 A. Nine years.

12 Q. How much was the commodity portfolio, portfolio  
13 that YOU oversaw when you worked at Bosch?

14 A. Fifty-six million.

15 Q. Fifty-six million-dollars?

16 A. Yes.

17 Q. Were you honorably discharged from the United  
18 States Navy?

19 A. Yes.

20 Q. Mr. Tessier asked you about a quote from an article  
21 appearing in the Anderson Independent Mail from June of  
22 2008.

23 Do you recall those questions?

24 A. No.

25 Q. Questions about an article where you were

1 interviewed in relation to going to work for the county.

2 A Okay. Yes, I recall that.

3 Q. Do you believe it's the county administrator's job  
4 to monitor the statements made by county officials to the  
5 media?

6 A. No.

7 Q. Is it the county administrator's job to correct  
8 incorrect statements made by council members?

9 A. No

10 Q. Do you recall any statements made by Councilwoman  
11 Wilson to the media that proved incorrect?

12 A. Oh, all the time.

13 Q. How about statements made by Mr. Waldrep?

14 Do you recall any statements that Mr. Waldrep made to  
15 the media that proved incorrect?

16 A. He was frequently making erroneous errors too. But  
17 I don't recall any offhand.

18 Q. Was it Joey Preston's job to alert the media that  
19 elected officials had somehow stated something incorrectly?

20 A. No.

21 Q. In fact, wouldn't it be better for the Anderson  
22 County -- wouldn't it be better for Anderson County if the  
23 county administrator did not go behind elected officials and  
24 try to correct them with respect to media statements?

25 A. Yes. Yes. Yes, I would agree. Yes. Yes. Yes, I



1 would agree.

2 Q. We looked at Exhibit 19 where they were talking  
3 about economic development projects in peril by infighting  
4 by Anderson County Council.

5 Do you recall that?

6 A. Yes.

7 Q. Would it be preferable if the county administrator  
8 did not go behind county council members to the media and  
9 correct statements on the record?

10 A. Yes, if, if he did that he would get nothing done.  
11 So --.

12 Q. When you were in the Navy, did you ever obtain a  
13 security clearance?

14 A. Yes.

15 Q. What level?

16 A. Top secret.

17 Q. What does obtaining a top secret security clearance  
18 entail?

19 A. They went to my home where I was raised. They  
20 spoke to my neighbors. They spoke to the, the corner market  
21 that I would walk to from my home. They scared the -- they  
22 scared the dickens out of my parents. I was interviewed by  
23 a, the -- what is it, NCIS?

24 And it was ultimately granted.

25 Q. Do you recall instances where Councilwoman Wilson

1 was disruptive during a public session?

2 A. Council meetings?

3 Q. Yes, sir.

4 A. In my opinion, all the time. I mean she, she does  
5 not know how to follow Robert's Rules of Order. And when I  
6 was chairman, I would frequently have to call her down.

7 Q. Did she often impede getting work done?

8 A. Yeah.

9 Oh, during a meeting?

10 Q. Yes, sir.

11 A. Yes. Yeah. Sure.

12 Q. What relationship exists between your hiring, the  
13 hiring of you by Anderson County and your vote on  
14 Mr. Preston's severance agreement?

15 A. None. One had nothing to do with the other.

16 Q. If Anderson County had not given you a job, would  
17 you have voted differently on Mr. Preston's severance  
18 agreement?

19 A. No, one had nothing to do with the other. It was,  
20 it was determined back in August that I was going to be a  
21 county employee when my term ended on the council. The  
22 stuff with Joey didn't start till September and the  
23 severance stuff was November. So, I mean that was already  
24 settled back in August.

25 Q. If I use the term quid pro quo, do you know what

1 that means?

2 A. No, sir.

3 Q. This for that.

4 A. Okay.

5 Q. Was there a this for that agreement between you and

6 Mr. Preston in relation to your vote on his severance

7 agreement in return to receive a job from Anderson County?

8 A. One had nothing to do with the other. So, there

9 was no what you said.

10 Q. Is the answer no?

11 A. The answer's---

12 Q. There was no quid pro quo agreement?

13 A. Yes, sir, the answer's no.

14 Q. Was Mr. Preston advantaged in anyway by your

15 hiring?

16 A. Advantaged?

17 Q. Yes, sir.

18 A. He was leaving. No, sir

19 Q. Were you advantaged in anyway by the approval of

20 Mr. Preston's severance agreement?

21 A. No, sir.

22 Q. Is the reason why you didn't perceive to be any

23 agreement conflict on your vote for Mr. Severance Agreement

24 because no conflict existed?

25 A. Yes, there was no conflict. One had nothing to do

1 with the other. It was---

2 Q. You weren't being advantaged in anyway by voting on  
3 his severance agreement, were you?

4 A. No, it was determined back in August that I was  
5 going to be a county employee. So, one had nothing to do  
6 with the other.

7 Q. Mr. Thompson, I have one more question for you.  
8 When was the personnel subcommittee formed?

9 A. January

10 Q. January of 2008?

11 A. Of any year. It's a county ordinance.

12 Q. And I lied. I have one more question for you.

13 A. Okay.

14 Q. Is the county council chairman considered an ex  
15 officio member of all the subcommittees?

16 A. Can I attend any -- yes, I can attend any  
17 commitments I do believe. I don't, I don't really recall  
18 the ordinance. But I think that's the way it is.

19 Q. I don't know whether your attorney has any  
20 questions to clarify for the record. But I don't have any  
21 further questions. I enjoyed meeting you. I wish we had  
22 met under better circumstances. But thank you for your time  
23 and thank you for being here today

24 Q. I have a few follow-ups.

25 Mr. Thompson, you testified that, in addition to the

1 harassing letters that you received, that there were also  
2 things that were said on the radio.  
3 Do you recall that statement?  
4 A. Yes.  
5 Q. What radio are you talking about?  
6 A. AM station in Anderson.  
7 Q. Is there a particular show on that radio station?  
8 A. The Rick Driver show.  
9 Q. And what things were said about you and other  
10 members of the council that you considered threatening?  
11 A. Well, when, when I -- one person said that I need  
12 to check my homeowner's insurance, and I took that as to be  
13 a threat. But they were constantly or frequently belittling  
14 members of council and Mr. Preston.  
15 Q. Were you or other council members ever threatened  
16 with bodily harm such as threats made about killing you or  
17 someone else?  
18 A. Killing, I don't recall.  
19 Q. Do you recall anyone ever saying that they were  
20 willing to go to jail to take any of you out?  
21 A. I remember that being said, but I don't remember to  
22 who or who said it. But they were pretty vicious. That's  
23 what, that's what I recall.  
24 Q. And Mr. Tessier asked you about the ethics letter  
25 that you wrote down to Mr. Hayden about Ms. Wilson's voting

1 on Beaver Dam Sewer, and I believe you testified that you do  
2 not recall her every recusing herself from those votes.

3 Is that correct?

4 A. Yes.

5 Q. If you were an ex officio member of all committees  
6 including the personnel commitment --

7 A. Uh-huh. (Affirmative)

8 Q. -- would it have been inappropriate for you to have  
9 information about the severance from Mr. Greer?

10 A. No. No, ma'am

11 Q. And the letter from Mr. Preston's attorney,  
12 Mr. Hoskins, you said that that was at the end of September  
13 of 2008?

14 A. That's what I'm thinking.

15 Q. And do you recall that that letter was stamped  
16 confidential?

17 A. Yes, that was, that was the letter that I was  
18 referring to that wound up on the newspaper website.

19 Q. And did you give a copy of that letter to the  
20 newspaper?

21 A. No, it was later discovered that Mr. Waldrep was  
22 the one that leaked it.

23 Q. And do you recall that, in the county council  
24 meeting on October 21<sup>st</sup>, he denied that?

25 The county council meeting the night you hired

1 Mr. Bright.

2 A. Yeah, I'm thinking yeah. There was some discussion  
3 about who did this.

4 Q. So, he lied?

5 A. He didn't tell the truth.

6 MR. TESSIER: Your Honor, that concludes that  
7 presentation of that testimony, and just to make sure we  
8 clean -- keep the record clean, I want to, at this, at this  
9 time, note for the Court that we preadmitted several  
10 exhibits that were testified to by Mr. Thompson. They go  
11 from Plaintiff's Exhibit 34 through 46 with one exception.  
12 The only exception, Your Honor, that was not preadmitted was  
13 Plaintiff's Exhibit 36, and we need to talk about that now.

14 MR. DAVIS: Yes, Your Honor. Plaintiff's Exhibit 36 is  
15 -- in any event, it has virtually no relevance in the case,  
16 and, as a consequence, I objected to it. I believe Your  
17 Honor saw the designation on the video about it anyway, but,  
18 but I still don't think the exhibit should come into  
19 evidence because it's irrelevant, and I, I'm starting to  
20 fear that you may have too much to read already. So,  
21 there's, there's that too.

22 THE COURT: well, I don't mind having plenty to read.  
23 Let's see the -- it appears to be an email, May  
24 22<sup>nd</sup> of '08.

25 Am I looking at the right one?

1 MR. TESSIER: You got, you got that, Your Honor.  
2 THE COURT: From Mr. Thompson to Mr. Preston?  
3 MR. TESSIER: If I may, I'll hand it up.  
4 THE COURT: I'm looking at it.  
5 MR. TESSIER: Oh, okay.  
6 THE COURT: I was trying to confirm that's what I was  
7 looking at.  
8 MR. TESSIER: Yes, sir, it's an email of May 22<sup>nd</sup>,  
9 2008.  
10 THE COURT: All right. Are you objecting to that  
11 document?  
12 MR. DAVIS: Yes, Your Honor. I just don't see how it's  
13 relevant.  
14 THE COURT: well---  
15 MR. TESSIER: He, he testified, Your Honor, that he did  
16 send this email. He was looking for help in his campaign  
17 from Mr. Preston. This is the one he testified that  
18 Mr. Preston called him back about he was kind of upset that  
19 he sent this on his---  
20 THE COURT: Scolded him was the word he used.  
21 MR. TESSIER: That's right.  
22 THE COURT: I heard it.  
23 MR. TESSIER: Yes, sir, and then what happened though,  
24 Your Honor, we asked Mr. Thompson did Mr. Preston help you  
25 raise the money for your campaign in 2008 and Mr. Thompson



1 says he did.

2 THE COURT: He acknowledged that.

3 MR. TESSIER: That's right. Not that he did it on  
4 company time or anything that he did, and Mr. Preston denied  
5 that he did that. So, that's --.

6 MR. DAVIS: Except there's -- and let me just put in  
7 the except part. The part that was left out was we also saw  
8 the video clip where---

9 THE COURT: Well, Mr. Preston hasn't testified yet, Mr.  
10 Tessier, in the case. So---

11 MR. TESSIER: Yes, sir.

12 THE COURT: ---I can't really consider that at this  
13 point in time.

14 Go ahead.

15 MR. DAVIS: That Mr. Tessier also asked Mr. Thompson  
16 about donors, and they were going through these big long  
17 lists of donors, and you only saw that excerpt, but before  
18 that there's a big long list of donors. So, you don't need  
19 any of that. And we get to the very bottom.

20 well, can you tell me for certain whether any of those  
21 people were actually people that Mr. Preston helped you  
22 contact and he's like no.

23 well, did you know all of them?

24 Yeah.

25 I think you may remember those passages where he said

1 no, at that point I had been on council for three years and  
2 I knew them. And, and the whole point of it is, is that  
3 it's, it's a struggle to see how it relates to a contract  
4 dispute about the severance agreement.

5 THE COURT: All right. Well, it was testified to and  
6 that's in the record, and I'm going to -- I don't see that  
7 it contradicts the testimony that was given. So, I'm gonna  
8 allow it in.

9 (WHEREUPON, Plaintiff's Exhibit No. 36 was received  
10 into evidence at this time.)

11 MR. TESSIER: Your Honor, I'll just set this right up  
12 here for the court reporter.

13 THE COURT: Yes, sir.

14 MR. TESSIER: I think the next step, Your Honor, would  
15 be to discuss excerpts that we would like to play from Mr.  
16 Preston's deposition on our proposal as it has been all  
17 along would be to play both sides designations at the same  
18 time just to be more efficient with it. Our suggestion,  
19 Your Honor, for our objections to their designations is  
20 simply to basically do what we did with Mr. Thompson. In  
21 other words, include them in the tape. I would like to hand  
22 you just our noted objection areas so you would have them,  
23 and then you can take them for what they are worth.

24 THE COURT: All right.

25 MR. TESSIER: They may want to handle theirs in a

1 different way, but that's certainly fine. I'm including as  
2 well, Your Honor, their response to our objections so you  
3 would have that.

4 MS. KERN-FULLER: Okay. Troy, you got our responses in  
5 there?

6 MS. TESSIER: Yeah.

7 MS. KERN-FULLER: Okay.

8 And then, Your Honor, we have objections to some of  
9 their designations.

10 THE COURT: I understand that.

11 MS. KERN-FULLER: One of them includes an exhibit that  
12 I do think needs to be taken up.

13 Troy, as I did review, and I'll withdraw the objections  
14 on Page 194 and 238.

15 MR. TESSIER: Okay.

16 MS. KERN-FULLER: So, I'll withdraw those. But the  
17 others ones I think we need to address.

18 THE COURT: All right. Do you have yours in writing?  
19 Do you want to do it in this fashion?

20 MS. KERN-FULLER: I do, Your Honor, and I don't know  
21 where I have them at this point.

22 THE COURT: Well, take a second and see if you can find  
23 them.

24 MR. TESSIER: You can use this one. I'll stand next to  
25 you.

1 Your Honor, if I may?

2 THE COURT: Just one moment and let me take a look at  
3 these.

4 (Pause.)

5 THE COURT: Can you help me with your color coding?

6 MR. TESSIER: Your Honor, we started with the yellow  
7 highlighting, which sometimes looks more green than yellow.  
8 But it's -- the yellow is primarily our designations, the  
9 plaintiff's destinations. The green was primarily  
10 defendants' designations. If there's any pink, which I'm  
11 not sure there are, there is, that would of just been  
12 counter designations, but typically we tried to keep yellow  
13 for the plaintiff and green for the defendant.

14 And then what we also did, Your Honor, is you'll see  
15 some handwritten notes where there are sections that have  
16 had an objection raised. We think that might draw your  
17 attention to it a little better.

18 THE COURT: The first document you handed me was your  
19 responses to plaintiff, excuse me, Defendant Preston's  
20 responses to plaintiff's objections to Defendant Preston's  
21 counter designations.

22 MS. KERN-FULLER: Yes, Your Honor.

23 THE COURT: All right. I'm trying to get through all  
24 this.

25 MR. TESSIER: It's hard, yes.

1 MS. KERN-FULLER: If you look on Page 2, Your Honor,  
2 what you're gonna see in the middle of the page in bold,  
3 that's our objection. So, if you look at the defendants,  
4 Defendant Preston's counter designations and then objections  
5 regarding the deposition of Joey Preston.  
6 MR. TESSIER: Oh, that one I think---  
7 MS. KERN-FULLER: I think that's the other one, Your  
8 Honor. I apologize.  
9 MR. TESSIER: That's your counter to ours, yes, sir.  
10 MS. KERN-FULLER: Yes, sir, I believe that's the  
11 counter one.  
12 THE COURT: Is this yours?  
13 MS. KERN-FULLER: Those are Mr. Tessier's.  
14 Your Honor, if we just -- let me just go through them,  
15 and if you look at the deposition, that might be easier.  
16 On Page 154, Lines 6 through 156---  
17 THE COURT: Just give me, give me a minute to get  
18 there.  
19 MS. KERN-FULLER: Sure.  
20 THE COURT: 154 you said?  
21 MS. KERN-FULLER: Yes, sir. Starting on Page 154, Line  
22 6, going through Page 156, Line 6.  
23 THE COURT: All right.  
24 MS. KERN-FULLER: There was a discussion going on and  
25 question and answer regarding a South Carolina Retirement

1 Systems email that was between two South Carolina Retirement  
2 Systems employees, and the plaintiff wants to not only admit  
3 the testimony that's going on asking Mr. Preston about this  
4 email, which Mr. Preston had no personal knowledge of. This  
5 is between two South Carolina Retirement Systems employees  
6 and it's hearsay within hearsay.

7 It's one employee telling another employee what a third  
8 employee said when they talked to Mr. Preston. And, so, we  
9 would object to that whole line of questioning there because  
10 it's hearsay within hearsay. We also believe that it's---

11 THE COURT: So, you're talking about 154 starting at  
12 Line 6?

13 MS. KERN-FULLER: Yes, sir.

14 THE COURT: Going through 156 at Line 5?

15 MS. KERN-FULLER: Line, Line 6.

16 THE COURT: Six. I'm sorry. Okay. Excuse me.

17 MS. KERN-FULLER: Where you get the answer. And, so,  
18 that whole conversation and the exhibit itself, they're  
19 designations. They not only want the designations, they  
20 want us to put the exhibit in with it, and there's no  
21 foundation for the exhibit. The exhibit is hearsay within  
22 hearsay. Mr. Preston can't authenticate that email.  
23 Mr. Preston can't authenticate with two other employees of  
24 SCRS are talking about that a third employee---

25 THE COURT: Well, let's see what they say about that

1 one.

2 MR. TESSIER: Your Honor, first of all, the exhibit  
3 itself is not within our trial exhibits, and as you see from  
4 that exchange, I made it clear to Mr. Preston that I knew he  
5 had not seen this letter. I was trying to get him in a  
6 frame of mind of what timeframe were you inquiring of the  
7 retirement system. And, so, I just asked him, you know, I'm  
8 not suggesting you've ever seen this, on Line 20.

9 THE COURT: Uh-huh. (Affirmative).

10 MR. TESSIER: The reason I'm showing it to you is just  
11 to see if this helps you remember when you might of been  
12 inquiring about the purchase of service credit, and then,  
13 through that exchange, he ultimately agreed yes, it was  
14 early July of '08. So, that's all we were using it for is  
15 to get the right timeframe.

16 THE COURT: Well, if he ended up in the right  
17 timeframe.

18 MR. TESSIER: That's right.

19 THE COURT: So, the contents of the email is of no  
20 significance?

21 MR. TESSIER: That's right.

22 THE COURT: So, I'll sustain the objection. We'll  
23 exclude that one.

24 MS. KERN-FULLER: The next one is 188, Your Honor.  
25 This is in regard to the Buyer I and II posting positions

1 and what Mr.---

2 THE COURT: Let me get there before we start, Ms.

3 Kern-Fuller.

4 MS. KERN-FULLER: Sure.

5 THE COURT: Give me a second.

6 MS. KERN-FULLER: I'm sorry, Your Honor.

7 THE COURT: It's 188 you said?

8 MS. KERN-FULLER: 188 beginning at Line 12.

9 THE COURT: All right. Yes, ma'am, I'm there.

10 MS. KERN-FULLER: And it includes line -- Page 188

11 Lines 12 through 25, and 191 Lines 1 through 5, and Lines 19

12 to 21.

13 THE COURT: Yes, ma'am, I see where you are.

14 MS. KERN-FULLER: It also includes the second pages of

15 Exhibits 29 and 30, which have affirmative action

16 information, and Mr. Preston testified that, as county

17 administrator, he never would have seen this affirmative

18 action report, that it was something that stated personnel,

19 he couldn't identify it, that it had nothing to do -- that

20 he had nothing to do with individual job postings, that was

21 all handled by personnel.

22 Additionally, Your Honor -- so, there's a foundational

23 issue on that, but the second page of those exhibits. But

24 the other issue is the Best Evidence Rule.

25 Your Honor, Mr. Preston testified and asked repeatedly,



1 in the deposition, about the personnel action form, and the  
2 personnel action form is the best evidence of when an  
3 employee was actually hired. That's what Mr. Preston signed  
4 off on as the county administrator, and, to date, the county  
5 has never produced the personnel action form that  
6 Mr. Preston signed regarding Michael Thompson having a job  
7 with the county.

8 THE COURT: Oh, I see. Okay.

9 MS. KERN-FULLER: And Mr. Preston asked about it. In  
10 his deposition, Mr. Thompson mentioned it in his deposition  
11 as you just heard, and, to date, we've never seen that.  
12 It's the best evidence of what position Mr. Thompson was  
13 actually placed into by Mr. Preston, and when he was placed  
14 in that position, or when he was hired for the position that  
15 he would have been starting on January 2<sup>nd</sup>. So, we would  
16 object based on a foundation issue and Best Evidence Rule.

17 THE COURT: Yes, Mr. Tessier.

18 MR. TESSIER: It has nothing to do with the Best  
19 Evidence Rule. These two, these two Exhibits, 41 and 42,  
20 the job advertisement for Buyer I and II positions were  
21 preadmitted into evidence. Mr. Thompson had also testified  
22 about them. So, they're in evidence already, and  
23 Mr. Preston did agree, and I'll admit, Your Honor, he,  
24 Mr. Preston, said he did not -- he was not familiar with the  
25 affirmative action report. It's the second page. But he

1 did -- he said he had seen job advertisements like this in  
2 the past. So, he knew what they were.

3 So, it's -- I don't see the point of the objection in  
4 that. It's already in evidence.

5 THE COURT: well, is, is the document already in  
6 evidence?

7 MS. KERN-FULLER: I believe it was preadmitted, but at  
8 the time we made the objections---

9 THE COURT: I understand.

10 MS. KERN-FULLER: ---and we had the---

11 THE COURT: I'll overrule the objection.

12 MS. KERN-FULLER: The objection on Page 194 is  
13 resolved.

14 On 197, Lines 4 through 6.

15 THE COURT: Okay. Yes, ma'am, I'm there.

16 MS. KERN-FULLER: And the, the question was and the day  
17 you didn't reverse your decision was November 18<sup>th</sup>.

18 Mr. Davis objected at the time saying that that was a double  
19 negative question and unclear question, and we would also  
20 continue to assert it was an unclear question, and Lines 4  
21 through 6, and a double negative.

22 THE COURT: I'm having a hard time following the  
23 question, Mr. Tessier.

24 Can you explain to me what the purpose of the question  
25 was?

1 MR. TESSIER: Well, yes, Your Honor. I've never heard  
2 of an objection of a double negative before.

3 THE COURT: Well, I don't know that that's  
4 objectionable in and of itself.

5 MR. TESSIER: This may, may prove true that I'm my own  
6 worst enemy because if Your Honor doesn't understand the  
7 testimony---

8 THE COURT: It's a rather confusing question. I'll  
9 admit that.

10 MR. TESSIER: The point of it, Your Honor, was he had  
11 to make an affirmative choice, at some point in time, to  
12 hire Mr. Thompson. He made that affirmative choice after  
13 November 18<sup>th</sup>, 2008, when Mr. Thompson had voted in favor  
14 of the 1.1 million-dollar severance agreement.

15 Mr. Preston didn't like the way I was phrasing that  
16 because he said oh, I didn't make an affirmative choice at  
17 that point in time. I had already made the decision long,  
18 long before, and I did not reverse my decision.

19 So, then I had to pitch it as a negative. Okay. So,  
20 you chose not to reverse your decision after  
21 November 18<sup>th</sup>, 2008. That's what happened. He had to do  
22 something affirmatively, which turned out to be supposedly  
23 signed a personnel action form, and hired Mr. Thompson, but  
24 not till after the vote had occurred.

25 THE COURT: Overruled. I'll leave it in. I think I

1 understand what it's about.

2 MS. KERN-FULLER: And then on Page 197, starting at  
3 Line 20 through 198 through Line 3.

4 THE COURT: I'm sorry. Say the page number again. I  
5 missed it.

6 MS. KERN-FULLER: Same page, Your Honor. Starting at  
7 Line 21 on 197.

8 THE COURT: Yes, ma'am, I'm there. I see it.

9 MS. KERN-FULLER: Going through 198, Line 3. There  
10 were several questions about whether the Buyer II job got  
11 defunded, and Mr. Preston said he didn't know it, and that  
12 it calls for speculation, and it calls -- assumes facts that  
13 are not in evidence at that time.

14 To this day, again, whether the Buyer II job got  
15 defunded is an issue that -- they have the personnel action  
16 form that they've never produced to us. They have the  
17 financial records. They've put up a financial person from  
18 the county to testify about whether that got defunded. But  
19 Mr. Preston testified he didn't know, and, so, there's no  
20 foundation for him knowing, and it calls for speculation on  
21 his part.

22 MR. TESSIER: Your Honor?

23 THE COURT: Yes, sir.

24 MR. TESSIER: Your Honor, we just -- we were just  
25 struck, and I think Mr. Preston was struck by the irony of

1 the situation that Mr. Thompson voted the night before on,  
2 on defunding.

3 THE COURT: Well, he says he didn't know it, and his  
4 other answer was that's entirely possible, but unlikely, but  
5 he still didn't give a definite answer either way.

6 MR. TESSIER: Right.

7 THE COURT: I don't know it's an answer to a question.  
8 So, I'm gonna leave it in. I mean I don't think he said one  
9 way or the other whether it had occurred or didn't occur.  
10 Like you say, if they can prove it, they can prove it.

11 MS. KERN-FULLER: Thank you, Your Honor.

12 THE COURT: So, I'm gonna leave it in. Overruled.

13 MS. KERN-FULLER: Okay. On Question 227 or I'm sorry.  
14 Page 227, Lines 6 through 25.

15 THE COURT: All right. Give me a second to get there  
16 please.

17 (Pause.)

18 THE COURT: I see an objection on 229.

19 MS. KERN-FULLER: Yes, sir.

20 THE COURT: Is that the one we're going to?

21 MS. KERN-FULLER: Well, no, there was one in-between.  
22 Okay. That ones been taken out.  
23 Okay. Page 229.

24 THE COURT: Yes, ma'am, I'm there.

25 MS. KERN-FULLER: Line 6 through 11.

1 THE COURT: Yes, ma'am, I'm there.

2 MS. KERN-FULLER: And our objection on that is that it  
3 assumes facts not in evidence in front of Mr. Preston at the  
4 time he testified. The recusals themselves are the best  
5 evidence for the reasons for recusal, and I believe Mr.  
6 McAbee's already testified about the recusals. The recusals  
7 came into evidence yesterday.

8 So, I don't -- I think that one is cumulative.  
9 Mr. Preston testified he didn't know on what matters Mr.  
10 McAbee recused himself about.

11 MR. TESSIER: Our point on that, Your Honor, was simply  
12 the knowledge of Mr. Preston and the knowledge was, and he  
13 does remember this, he remembers that there were occasions  
14 when Mr. McAbee recused himself because he indicated it was  
15 a business associate of Ms. Plummer and that's the point.  
16 So, then, later on when Mr. McAbee votes in her favor,  
17 that's just something worth consideration we believe. So,  
18 we think it's certainly admissible.

19 THE COURT: I'll overrule the objection. I'll leave it  
20 in.

21 MS. KERN-FULLER: Okay. With regard to Page 236,  
22 Starting at Line 222 or Line 22 going through 237 at Line 8.  
23 Again, there's a foundation.

24 Mr. Preston said he had no knowledge of which Rail  
25 Trends conferences Mr. McAbee attended, that there was a

1 document he was being shown he couldn't authenticate because  
2 his signature was not on it. I believe that, since then,  
3 the Real Trends documents came in through Mr. McAbee's  
4 testimony. So, again, Mr. Preston -- there's a foundation  
5 issue. There's an authentication issue on Mr. Preston and  
6 it's cumulative.

7 THE COURT: Yes, sir, Mr. Tessier.

8 MR. TESSIER: That one has, had been preadmitted, Your  
9 Honor, I believe the Rail Trends conference document. I  
10 think his, his answer stands for what it is. He says he  
11 knows he went to some Rail Trends conferences, wasn't sure  
12 about that particular one. But leading up to that question,  
13 he does agree, and this was the question that was most  
14 important to us, "do you agree, in general terms, that Mr.  
15 McAbee traveled frequently with Ms. Plummer?"

16 "Yes, sir."

17 THE COURT: Well, so, you're saying you want to -- you  
18 don't care whether this gets in or not?

19 MR. TESSIER: I say I care about the first portion,  
20 Your Honor, but I don't think the other one has any value to  
21 you. So, when you take it out or not, it won't have much  
22 impact I suspect. .

23 MS. KERN-FULLER: And, again, you know, from a  
24 cumulative standpoint, Your Honor, Mr. McAbee's already  
25 testified to all that.

1 THE COURT: Well, I understand that. But it's not  
2 cumulative in that you're offering -- you can offer evidence  
3 to show that other people knew of those things.

4 MS. KERN-FULLER: Yes, sir.

5 THE COURT: I'm gonna leave it in.

6 MS. KERN-FULLER: Okay. And 243, Lines 1 through 7,  
7 and -- on Lines 1 through 7, they were talking about a CSX  
8 rail line, happened nine months before their travel, and,  
9 you know, it assumes facts that are not in evidence, that  
10 are still not in evidence, and it -- the relevance of that  
11 to the issues at hand.

12 THE COURT: Yes, Mr. Tessier.

13 MR. TESSIER: Your Honor, this was a question we asked  
14 Mr. Preston about whether or not any of the trips that Mr.  
15 McAbee took with Ms. Plummer resulted in any affirmative  
16 economic benefit to the county, and he had a lengthy  
17 explanation over the course of several -- of the prior  
18 pages, which are not objected to, and this is just the  
19 finishing part of that question where we asked him, cause he  
20 was -- explains, he said, Your Honor, well, there was this  
21 CSX Rail Line that was not discontinued or something.

22 So, he was trying to attribute that to what Mr. McAbee  
23 had done, and then I asked him when was the CSX rail line  
24 not discontinued. He said it was the prior year before the  
25 trip occurred.



1 And, so, the final question they're objecting to was,  
2 "won't you agree with me, Mr. Preston, that October of 2008  
3 travel had zero to do with the CSX rail line that you talked  
4 about that happened some nine months before" and he wouldn't  
5 agree to that.

6 MS. KERN-FULLER: Your Honor, I think the evidence that  
7 came under Mr. McAbee yesterday was that the travel had been  
8 going on since 2006. He had gone to several Rail Trends  
9 conferences in a row. And, so, you know, I think that that  
10 particular part of the answer, that's the only one that's  
11 being objected to, we did not object to the rest of the  
12 stuff coming in.

13 THE COURT: I'm gonna overrule the objection. I'll  
14 leave it in.

15 MS. KERN-FULLER: Okay. With regard to Page 245, Lines  
16 14 to 19, and, again, they're saying -- they're asking about  
17 the trips and Mr. Preston says I don't have any personal  
18 knowledge of that.

19 THE COURT: Well, the objection there was to the form  
20 of the question. I'm not sure what is objectionable about  
21 the form of the question. I'm just reading what it says.

22 So, is the answer "you don't have any evidence that  
23 these two particular trips brought back any benefit to the  
24 county" and there was an objection to the form.

25 MS. KERN-FULLER: Well, I think the objection to the

1 form is that that was the answer. The question asked before  
2 that, which is already in evidence, or has already been  
3 designated is Mr. Tessier said, "he told us he got no fish,  
4 they brought no benefit back, that's what he told us, and  
5 I'm asking you what evidence do you have that Mr. McAbee  
6 brought back some benefit to Anderson County as a result of  
7 these trips we talked about in October of 2008" and his was  
8 "the economic development officials in Anderson County,  
9 including myself, often would go on trips in order to try to  
10 find, to try to bring a fish to the community, and you  
11 didn't always land one. I think the important thing was to  
12 continue to fish."

13 THE COURT: well, that's been testified to.

14 Is this the typo here?

15 It shows two answers---

16 MS. KERN-FULLER: It's a typo.

17 THE COURT: ---instead of a question. So, that should  
18 be a question obviously.

19 MS. KERN-FULLER: Right.

20 THE COURT: Okay.

21 MS. KERN-FULLER: The first one is the question, Your  
22 Honor, at Line 4.

23 THE COURT: Yeah. All right.

24 MS. KERN-FULLER: So, it's just the piece from 14 to 19  
25 that it was, it was already asked and answered, but it --

1 the next question of it's confusing, and then there's the is  
2 the answer and he says well, I don't have any personal  
3 knowledge of it.

4 MR. TESSIER: And that's, that's the whole point of the  
5 question, Your Honor, was we were establishing that he had  
6 no personal knowledge of any evidence that those particular  
7 trips in October '08---

8 THE COURT: Yes, sir, his testimony was that when you  
9 take the trips, been other testimony too, that those trips  
10 build relationships and may not -- any particular trip may  
11 not do anything, but serious trips may do something.

12 MR. TESSIER: Absolutely, Your Honor.

13 THE COURT: And that's, that's been testified to, and  
14 I---

15 MR. TESSIER: And we didn't object to that portion of  
16 the question before. We're just saying we should get to ask  
17 the final question, which was are you aware of any actual  
18 hard evidence.

19 THE COURT: I'll overrule the objection. I'll leave it  
20 in.

21 MS. KERN-FULLER: The, the next objection, Your Honor,  
22 goes to Page 252 and the argument is relevance. This goes  
23 to the Germany trip that Heather Simmons-Jones, that they  
24 allege that Mr. Preston authorized Ms. Simmons-Jones to go  
25 on a trip when he was transitioning as the county

1 administrator with Michael Cunningham on December 1<sup>st</sup>.  
2 They've already put Ms. Simmons-Jones testimony into  
3 evidence. Ms. Simmons-Jones never went on the Germany trip.  
4 And, so, it's our position that it's irrelevant because  
5 anything that they assert would of been wrongdoing about it,  
6 if it was wrongdoing, didn't come to fruition.

7 THE COURT: You're saying it never got done?

8 MS. KERN-FULLER: That's correct, Your Honor.

9 THE COURT: For it to be wrongdoing. I don't know.  
10 Let me hear from Mr. Tessier.

11 MR. TESSIER: Our point, Your Honor, is not whether the  
12 trip ever actually happened. I think we concede it never  
13 did, but the point of it was you have a gentleman who's not  
14 the county administrator saying it's okay for you to take  
15 this trip, which he had no authority to give her. That's  
16 the point. So, what, you know, now whether that -- the  
17 answer, it turned out that the trip never happened, may --  
18 that goes to the weight of any discretion on his part or,  
19 you know, it still comes in.

20 THE COURT: If any.

21 Overruled. I'll leave it in for what it's worth.

22 MS. KERN-FULLER: Your Honor, the next portion is from  
23 Page 269 to 276, and this is the big issue. Your Honor,  
24 this is about a Cater's lake incident that happened in 2006,  
25 and, Your Honor---

1 THE COURT: Before we enter into that discussion I'm  
2 gonna take a break. There's some things I want to take a  
3 look at before we get into that discussion.

4 MS. KERN-FULLER: Thank you, Your Honor.

5 THE COURT: Court will be in recess briefly.

6 (WHEREUPON, a short recess was taken at this time.)

7 THE COURT: All right. Ms. Kern-Fuller, you were going  
8 over your objections.

9 Can you refer to the page that we're on?  
10 I've lost my place.

11 MS. KERN-FULLER: Yes, Your Honor. We were at Page  
12 269.

13 THE COURT: All right.

14 MS. KERN-FULLER: Beginning at Line 14 going through  
15 Page 276 at Line 13.

16 THE COURT: 269 you said?

17 MS. KERN-FULLER: 269 starting at Page 14 -- Line 14.

18 THE COURT: All right. Give me a moment to get there  
19 and then I'll -- yes, ma'am, I'm there.

20 MS. KERN-FULLER: Your Honor, that testimony from Page  
21 269 through Page 276 at Line 13 is been designated by the  
22 plaintiff. That testimony involves an issue at Cater's Lake  
23 in Anderson, and it's our position that it's irrelevant as  
24 for mutational harm in this matter was removed when the  
25 counterclaims were recently settled with the Insurance

1 Reserve Fund.

2 Your Honor, when we came for a hearing in front of  
3 Judge Maddox over these same sorts of allegation, at that  
4 time the plaintiff said that the reason why those things  
5 were an issue was because of our backup claim of  
6 anticipatory breach of contract if they were successful in  
7 their main claim of rescission. Since then, Your Honor, they  
8 amended their complaint. We amended our counterclaim. We  
9 removed the anticipatory breach.

10 When we came in front of Your Honor on our motions in  
11 limine, and on the summary judgment motion, they said that  
12 the reason why these issues were pertinent was because our  
13 counterclaims, which have now been settled, brought  
14 reputational harm as a damage.

15 Now, the argument, I believe will be, my client's  
16 credibility. Your Honor, this is a moving target. This is  
17 a contract claim. The contract claim is, at the time in  
18 2008, on November 18<sup>th</sup>, when these council members, the  
19 five that voted for, Mr. Waldrep who abstained, versus Ms.  
20 Wilson who voted against him, that those five members, at  
21 that time, did what they do is arbitrary, capricious.  
22 That's what they've alleged.

23 Your Honor, there's a very high standard as you know.  
24 They have to prove, beyond a reasonable doubt, that those  
25 five individuals who casts affirmative votes acted in an

1 arbitrary and capricious manner. Not that they were wrong.  
2 Not that four years later we come back and Monday morning  
3 quarterback them based on facts we've learned since. But at  
4 the time they cast their vote, was it arbitrary and  
5 capricious. That's their claims.

6 Our counterclaim is simply did they breach the covenant  
7 not to sue. This is not a re-litigation of anybody's  
8 divorce issues. It's not a two and a half million-dollar  
9 investigation so that certain members of the public can talk  
10 about something that happened six years ago, Your Honor.

11 What I believe they want to do is to litigate a case  
12 within a case, and that's not what we're here, and under  
13 Rule 608, we believe that, that it is proving a collateral  
14 matter by extrinsic evidence, and, Your Honor, I would like  
15 to hand up case law for the Court's record on that issue.  
16 The case is Mozell versus Glover.

17 Does Your Honor have a copy of that?

18 THE COURT: Pass it up.

19 MS. KERN-FULLER: And, Your Honor, before I pass up my  
20 copy, it says we believe extrinsic evidence can be oral or  
21 written as it is the source of the evidence that determines  
22 whether it is extrinsic. Not whether it's introduced in  
23 oral or written format at trial. Rule 608 permits  
24 questioning about an underlying event from the actor of the  
25 event, and not rumors or reports what others perceive about

1 the event.

2 And, Your Honor, we would also hand up Rule 608, and  
3 the notes to Rule 608. Rule 608(b) prohibits using specific  
4 instances of conduct to attack the credibility of a witness,  
5 and, Your Honor, the notes to that rule say no South  
6 Carolina cases have been found which permit  
7 cross-examination regarding specific acts to show  
8 untruthfulness. The use of specific acts to attack  
9 credibility is similar to prior South Carolina case law  
10 which allowed a witness to be cross-examined about prior bad  
11 acts if they constituted crimes of moral turpitude. The  
12 cross-examiner was required to take the answer given by the  
13 witness and could not use extrinsic evidence or other  
14 testimony to prove the bad act.

15 Additionally, the inquiry could only go so far as to  
16 bring out the general nature of the misconduct and could not  
17 go into specific details, and that's a cite back to State  
18 versus Outlaw in 1992, and also State versus Major in 1990,  
19 State versus McGuire.

20 Your Honor, Mozell is a 2002 case from the South  
21 Carolina Supreme Court. It was authored by Chief Justice  
22 Toal.

23 Also, the second note says that Subsection B, like its  
24 Federal counterpart, does not set forth what conduct may  
25 adversely affect a witness' credibility. The former case



1 law standard, which allowed impeachment of the conduct of  
2 the crime as moral turpitude, is not the appropriate  
3 standard in light of the Court's decision to abandon the  
4 moral turpitude standard under Rule 609. Instead, the Trial  
5 Court should be guided by the decisions of the Federal  
6 Court, which limiting bringing in specific instances of  
7 misconduct which are clearly probative of truthfulness or  
8 untruthfulness such as forgery, bribery, false pretenses,  
9 and embezzlement. This will reduce the kinds of misconduct  
10 that can be inquired into from that permitted under prior  
11 law. Further, this rule of our case law does not allow a  
12 cross-examiner to go on a fishing expedition in the hopes of  
13 finding misconduct.

14 So, Your Honor, it's our position that their assertions  
15 about whether or not Cater's Lake was an investigation or  
16 was not, whether or not there was any sort of inappropriate  
17 relationship is not the case in front of Your Honor. The  
18 case in front of Your Honor is a contract claim. They asked  
19 for rescission. They accused five council members of acting  
20 in an arbitrary and capricious manner and counterclaim for  
21 breach of covenant not to sue.

22 Your Honor, we believe that the Cater's Lake issue is  
23 not relevant to this matter, and we would ask that the Court  
24 not entertain this kind of testimony or evidence as  
25 extrinsic evidence is prohibited.

1 THE COURT: Mr. Tessier.

2 MR. TESSIER: Thank you, Your Honor.

3 We believe that Mr. Preston has made his credibility a  
4 central issue in this case and he also made the political  
5 climate of Anderson County a central issue in this case, and  
6 what he'd like to do, I believe, is present you a one-sided  
7 view of that political climate casting himself as the victim  
8 of investigations and inquiries by certain county council  
9 members into his conduct as county administrator.

10 In this case, Your Honor, he says, among other things,  
11 that there is -- was no quid pro quo to the votes in favor  
12 of the severance package, and the vote, I'm sorry, and the  
13 things that Mr. Thompson got in exchange. For example, he  
14 says in one -- as a, as a defense, that he is no ability to  
15 repay if the Court were to consider rescission. He's given an  
16 affidavit to the Court saying he has no ability to repay the  
17 funds.

18 And, so, we think that those issues have been made  
19 central by the defendant. So, it's not a collateral matter.  
20 We would submit that the more appropriate rule, if one has  
21 to be looked at, is 404.

22 THE COURT: How does this have anything to do with his  
23 ability to pay?

24 I don't understand the connection.

25 MR. TESSIER: Credibility, Your Honor. That's all. I

1 mean he's going to, we suspect---

2 THE COURT: Credibility of every witness is in  
3 questions -- question.

4 MR. TESSIER: That's right.

5 THE COURT: There's certain rules by which you can  
6 challenge that credibility.

7 MR. TESSIER: Yes, sir.

8 THE COURT: That's what we're talking about, whether or  
9 not this falls within the rules that allow you to challenge  
10 the credibility of a particular witness.

11 MR. TESSIER: Yes, sir, and on that note, I mean the  
12 anticipatory breach counterclaim yes, has been withdrawn  
13 from the pleadings, but it's not been withdrawn from the  
14 facts presented in the case because they have elicited the  
15 testimony from several county council members asking them  
16 why they voted in favor of the severance package and trying  
17 to, and trying to rebut our argument of arbitrary and  
18 capricious, which we agree we have the burden on, but  
19 they're trying to rebut that evidence by saying it wasn't  
20 arbitrary and capricious at all. It was entirely  
21 reasonable.

22 why was it reasonable?

23 Because it was a toxic political environment. It was a  
24 lot of harassment going on of Mr. Preston, which they can  
25 not tie to any particular county council members. That

1 evidence has been allowed and that's fine.

2 But what they're not allowing is the evidence that  
3 shows there were good reasons why certain council members  
4 were suspicious of Mr. Preston. They were trying to find  
5 out more information about how finances were run. They went  
6 to the, the credit -- the finance department and tried to  
7 get credit card receipts. They were rebuffed. That was a  
8 legitimate dispute, we understand, between those council  
9 members and Mr. Preston. He sought Court intervention about  
10 that. We've heard testimony about that as well.

11 THE COURT: And the Court intervened.

12 MR. TESSIER: What's that, Your Honor?

13 THE COURT: And the Court intervened.

14 MR. TESSIER: Yes, sir. That's right. And that matter  
15 has been resolved, and then the testimony they elicited,  
16 Your Honor, from the notes of Mr. Bright, had three  
17 different council members talking about the fact that there  
18 were issues of concern about whether or not Mr. Preston  
19 might be having an affair with a subordinate employee.  
20 That's part of the so called toxic environment that was  
21 going on.

22 The harassment they elicited included a letter that  
23 they presented, Your Honor, in March of 2006, which is at  
24 the time of "Catergate" and it included harassment not just  
25 of the county council members, but also of Mr. Preston and

1 of the employee with whom he was alleging to have had an  
2 affair at that time.

3 We also note, Your Honor, finally that they---

4 THE COURT: well, let me, let me cut this a little bit  
5 short and perhaps it will cut it short. Maybe I'll engender  
6 additional discussion. We'll see.

7 what I -- I took the time out to read the entire  
8 portion of the transcript that's being challenged because I  
9 had not seen it or read it prior to this time, and I have  
10 read it now. It does appear that what's taking place is  
11 questioning concerning an event that allegedly occurred at a  
12 place called Cater's Lake. I believe that's a park I come  
13 in past on my way in.

14 MS. KERN-FULLER: Yes, sir.

15 THE COURT: I observed that coming in this morning  
16 perhaps. I go by there.

17 At any rate -- and at this point in time I don't find  
18 any effort in this transcript to impeach Mr. Preston. It  
19 seems to me that you're asking questions about his version  
20 of what happened on that particular occasion, and I do note  
21 and agree with the, Mr. Preston's attorneys that Rule 608  
22 limits what you can go into to attack someone's credibility,  
23 and there are rules limiting the ability to attack someone's  
24 credibility on what's called collateral matters.

25 This is a -- this particular issue is kind of on the

1 edge as to whether or not it's a collateral matter or it  
2 isn't a collateral matter. It's an interesting question.

3 But at this point in time, am I correct, Mr. Tessier,  
4 in saying this testimony doesn't attack the credibility or  
5 it's not an effort to impeach?

6 I think it's an effort to get the story on the record  
7 from which you may later try to impeach.

8 Is that what I'm hearing?

9 MR. TESSIER: I think that's a fair way to put it, Your  
10 Honor.

11 THE COURT: All right. Do you agree with my assessment  
12 of what's about to be offered?

13 MS. KERN-FULLER: Yes, Your Honor. I agree with your  
14 assessment. I did want to note two other objections we  
15 would have to it.

16 THE COURT: Yes, ma'am.

17 MS. KERN-FULLER: One is under the Fair Enterprises  
18 case, and the second objection is under Rule 403 because  
19 probative value versus prejudicial value, and, Your Honor, I  
20 would also---

21 THE COURT: I would, I would expect in all cases to do  
22 that, that evaluation.

23 But go ahead.

24 MS. KERN-FULLER: And also, Your Honor, the argument of  
25 the plaintiff that for somehow Cater's Lake caused them to

1 question financial transactions of credit cards, but they  
2 have shown no nexus between any credit card or any financial  
3 transaction of the county that was linked to Cater's Lake.  
4 So, that's the other issue.

5 THE COURT: Well, as, as in a lot of cases, it's  
6 difficult to get the proof in the right order, and normally  
7 if, if a jury were sitting here, we might do this in the  
8 form of a proffer. But, at this point in time, I'm going to  
9 rule that the evidence in question is challenged. I am not  
10 making a ruling at this point in time. I reserve my right  
11 to make the ruling, as I have the right to do, until such  
12 time as I feel like I have sufficient information to make  
13 that ruling.

14 I will allow the presentation of this evidence into the  
15 record in the form of a proffer at this point in time, and  
16 once I've heard the evidence or testimony of all witnesses,  
17 I will make a determination as to whether or not it has any  
18 value either as proof of any matter in controversy or as any  
19 value under the rules for impeachment purposes.

20 So, I'm reserving that ruling at this point in time.

21 MS. KERN-FULLER: Thank you, Your Honor.

22 The next issue---

23 THE COURT: And let me explain to you. One, one reason  
24 I'm doing that is because, thus far, the evidence in the  
25 case that while there were three councilmen in Mr. Bright's

1 notes who mentioned the question of affairs as a  
2 consideration or an issue, it was being banded about in the  
3 public at that point in time, the only evidence I have from  
4 the councilmen who were on the other side of that decision  
5 was the testimony of Mr. Waldrep and perhaps the notes that  
6 were taken by Mr. Bright from the other two councilmen who  
7 were opposed, and I have not heard any of them use this  
8 particular issue as a reason for what they did or how they  
9 acted.

10 So, I find it a little questionable in that regard at  
11 this point in time as well. Of course, we haven't had all  
12 that evidence presented. That's the reason I'm reserving my  
13 decision on that.

14 MS. KERN-FULLER: Thank you, Your Honor.

15 And there's one last item, Your Honor, which is  
16 beginning at Page 277, and going through Page 278 where  
17 there were questions about whether there was an  
18 inappropriate relation between the county administrator  
19 subordinate employee, and we would object because, again,  
20 it's irrelevant because reputational harm has been removed  
21 from the counterclaims.

22 Additionally, Your Honor, they don't have a defense of  
23 after acquired evidence. This is not an employment case  
24 where they're saying, you know, had we discovered this at  
25 the time we would of terminated him, we would have done



1 that. That's not what their claims are. That's not what  
2 their defenses are, Your Honor, and there was, additionally,  
3 never a claim made, while Mr. Preston was the county  
4 administrator or after, and any claims that could of been  
5 made since his employment ended on January of 2009 would be  
6 out of statute.

7 So, the only purpose of putting this speculative  
8 information in the record is just an embarrassment factor  
9 and we don't think it's relevant to the claims that are at  
10 issue, Your Honor.

11 THE COURT: Okay.

12 MR. TESSIER: For the same argument, Your Honor, for  
13 this piece of testimony as it was for the other and I'll  
14 just stand on that argument.

15 THE COURT: Yes, sir, I, again, my, my focus of inquiry  
16 as to the arbitrariness or capriciousness of the decision  
17 made in the case, my focus will be on what occurred on that  
18 particular event, and, of course, I'll -- I have already  
19 said that the -- whether or not this constitutes collateral  
20 evidence or proof on any fact that's immaterial, a material  
21 fact that's in controversy is a fine line and nebulous, at  
22 best, at this point in time. And for that reason, I'll,  
23 again, reserve my decision on that matter until such time as  
24 I've heard all of the evidence in the case.

25 Anything further that we need to discuss concerning

1 this matter?

2 MS. KERN-FULLER: Not on Mr. Preston's behalf.

3 THE COURT: Sir?

4 MR. TESSIER: Not from us, Your Honor.

5 THE COURT: All right. Are you ready to proceed?

6 MR. TESSIER: Yeah. Well, yes, sir, and I think I made  
7 this clear already, but we've included certain excerpts that  
8 we objected to, just included them with the notation that we  
9 gave you that you can sort that out.

10 THE COURT: All right.

11 MR. TESSIER: And I think we've got this where it needs  
12 to be. So, it's approximately four hours.

13 THE COURT: Are we ready?

14 MR. TESSIER: Oh, yeah, we're ready to play it. I just  
15 wanted to give you -- just tell us when you want us to stop.

16 THE COURT: Oh, I know it's gonna take me -- if you're  
17 cautioning me about how long it's gonna be, I'm aware of  
18 that. But we're here to try the case. I'm here to do it.  
19 So, let's get it done.

20 Anything further?

21 (No response.)

22 THE COURT: All right. You may begin to publish the  
23 deposition. We may stop for lunch in the middle of it. I  
24 suspect we will.

25 You may proceed.

1 Q. Can you tell us your full name for the record?  
2 A. It's Joey Ray Preston.  
3 Q. And where were you born?  
4 A. Winston-Salem, North Carolina.  
5 Q. What was the address at which your family lived  
6 when you were born?  
7 A. 331 East, I'm sorry, 330 East King Street or Main  
8 Street. They changed the street name.  
9 Q. Is that in Winston-Salem or a different town?  
10 A. King, North Carolina.  
11 Q. And how long did you live at that address  
12 approximately?  
13 A. Twenty-one years.  
14 Q. So, you grew up there basically?  
15 Is that fair?  
16 A. Yes.  
17 Q. Where did you go to high school?  
18 A. South Stokes High School.  
19 Q. Where do you currently reside?  
20 A. [REDACTED]  
21 [REDACTED]  
22 Q. And who lives there with you?  
23 Anyone?  
24 A. My youngest son.  
25 Q. How old is he?

1 A. Thirteen.  
2 Q. Do you have any other children besides the 13 year  
3 old?  
4 A. Yes.  
5 Q. Who are they?  
6 A. William.  
7 Q. Is that that?  
8 A. Yes, sir.  
9 Q. So, two, two sons?  
10 A. Yes.  
11 Q. Is William over 18?  
12 A. Yes.  
13 Q. Is he in college?  
14 A. Yes.  
15 Q. Is the property at Williamston Road in your name  
16 only now?  
17 A. No, it's still in both names.  
18 Q. After high school, did you go on to college?  
19 A. Yes.  
20 Q. Where did you go to college?  
21 A. University of North Carolina at Charlotte.  
22 Q. Did you graduate?  
23 A. Yes.  
24 Q. What was your degree in?  
25 A. I have a Bachelor's Degree in Political Science and

1 Psychology.  
2 Q. After high school, did you go on to college?  
3 A. Yes.  
4 Q. Where did you go to college?  
5 A. University of North Carolina-Charlotte.  
6 Q. Did you graduate?  
7 A. Yes.  
8 Q. What was your degree in?  
9 A. I have a Bachelor's Degree in Political Science and  
10 Psychology.  
11 Q. And what year did you graduate from college?  
12 A. 1986.  
13 Q. What year did you graduate from high school?  
14 A. 1981.  
15 Q. Did you go directly to college after---  
16 A. I did.  
17 Q. ---high school?  
18 Took five years to finish the joint program?  
19 A. Yes.  
20 Q. And what did you do after college?  
21 A. Went to Graduate School.  
22 Q. And did you get a degree?  
23 A. No. Yes. Well, later on I did. Not there.  
24 Q. So, immediately after you graduated, in 1986, you  
25 continued on into---

1 A. Correct.  
2 Q. ---a graduate program?  
3 A. Yes.  
4 Q. And where was that?  
5 A. University of North Carolina at Charlotte.  
6 Q. And what were you studying?  
7 A. Public administration.  
8 Q. And you did not finish the degree or at least not  
9 immediately?  
10 Is that fair?  
11 A. I went to work.  
12 Q. Were you taking classes while you were working?  
13 A. Yes.  
14 Q. When did you get -- did you ultimately get a  
15 degree, a Master's Degree, I assume?  
16 A. I have a graduate certificate from Clemson. Not  
17 from there.  
18 Q. And the graduate certificate is in what field?  
19 A. Public administration.  
20 Q. Is that -- just help me out because I don't, I  
21 don't know, but is that short of a Master's Degree?  
22 A. Correct.  
23 Q. And I take it you've not continued your education  
24 sufficiently to obtain a Master's Degree in Public  
25 Administration as---

1 A. That's correct.  
2 Q. ---of yet?  
3 where did you go to work?  
4 After you graduated with your B.A. in 1986, where did  
5 you go to work?  
6 A. City of Charlotte.  
7 Q. And did you go immediately to work for the City of  
8 Charlotte?  
9 A. Actually I was working for Charlotte before I  
10 graduated. I just worked more hours.  
11 Q. What were you doing for the City of Charlotte?  
12 A. I was an administrative services officer for the  
13 operations department.  
14 Q. And about how long did you hold that job?  
15 A. Approximately three years.  
16 Q. Does that take you to about 1989 or are you  
17 counting some period of time before you graduated?  
18 A. Probably about that time.  
19 Q. And did you then change jobs within the City of  
20 Charlotte or did you go somewhere else?  
21 A. Actually I had a couple of jobs in the City of  
22 Charlotte. I worked in the operations department. I also  
23 worked in the operations administration, which is -- it  
24 would be equivalent to the public works division in the  
25 county.

1 Q. Okay. And after those two jobs within the City of  
2 Charlotte, what did you do for employment?

3 A. I went to work for York County, South Carolina.

4 Q. And what was your job?

5 A. I was director of zoning and development standards.

6 Q. About how long did you hold that job?

7 A. Approximately a year.

8 Q. And where did you go next for employment?

9 A. Cherokee County.

10 Q. What did you do for them?

11 A. I was hired as the assistant administrator, but  
12 became the administrator the first day on the job.

13 Q. How did that come about?

14 A. The administrator, I believe, had a heart attack at  
15 the time.

16 Q. How long did you stay with Cherokee County as an  
17 employer?

18 A. It was right at ten years. Maybe a little more.

19 Q. Were you the county administrator pretty much the  
20 entire time?

21 A. Yes.

22 Q. And where did you go after that?

23 A. Anderson County.

24 Q. As the county administrator?

25 A. Yes.



1 Q. When did you start with Anderson County?  
2 A. I believe it was 1996.  
3 Q. How large -- in comparing Anderson County to  
4 Cherokee County, what would be the rough -- I mean roughly  
5 what would you say the difference is in terms of the budget  
6 that you were responsible for as the administrator of each?  
7 A. Cherokee would have been about a third probably of  
8 that budget when I originally started in Anderson.  
9 Q. And can you give me a rough idea of the number of  
10 employees you were responsible for as the county  
11 administrator when you started with Anderson County?  
12 A. It pretty much was about the same the entire time I  
13 was there probably. I think right around eight, 800, 850 or  
14 so.  
15 Q. And about how many employees were you responsible  
16 for as county administrator for Cherokee County when you  
17 finished your time there?  
18 A. About half of that.  
19 Q. And would it be fair to say you stayed with  
20 Anderson County until December 31, 2008?  
21 A. Yes.  
22 Q. When you left Anderson County, your salary was  
23 around \$160,000 a year or so?  
24 A. I believe that's correct.  
25 Q. Was that the highest salary you had ever earned in

1 your working career up till that point?

2 A. Yes, that was just salary. That didn't include  
3 benefits.

4 Q. Right.

5 Do you recall your highest salary at Cherokee County  
6 when you were the administrator?

7 Not counting benefits.

8 A. I believe it was right at 65,000.

9 Q. And when you started with Anderson County in around  
10 1996, do you recall about what your salary was?

11 A. It was in the mid seventies.

12 Q. So, over the course of 12 years roughly, you  
13 increased from about 75,000 to roughly 160,000 in salary?

14 A. Yes.

15 Q. This case obviously centers around -- well, I  
16 shouldn't say it centers around. Much of what happened that  
17 we're interested in in this case happened in 2008. So, I  
18 want to have you walk, walk me through what happened in 2008  
19 in terms of the election cycle that particular year.

20 Tell me, if you would, starting in early 2008, who was  
21 up for election in 2008 and how the election played out in  
22 your view.

23 A. I think all the council members were up for  
24 election.

25 Q. And that's, that's what Anderson County does, does

1 it not?

2 A. Yes.

3 Q. Every two years they come up for election?

4 A. That's right.

5 Q. And that's the entire county council?

6 A. The entire council.

7 Q. And, so, the election that's going to be held in

8 2008 is going to install newly -- well, it's gonna

9 install -- whoever is elected will be installed on

10 January 1, 2009, is that right?

11 A. That's right.

12 Q. And, so, of the seven members of council, do you

13 recall when, in 2008, the primaries were held?

14 A. I believe it was in June.

15 Q. And do you know if everyone who was on county

16 council, at the beginning of 2008, was running for

17 reelection?

18 A. I believe so.

19 Q. Was anyone on county council, at the beginning of

20 2008, did anyone -- let me ask you differently.

21 Did anyone who was on council, Anderson County Council,

22 at the beginning of 2008, indicate a desire not to run for

23 reelection at any point in time that you recall?

24 A. Probably Michael Thompson did. I believe that's

25 it. But Gracie Floyd may have too.

1 Q. Did you become aware, at some point, that Michael  
2 Thompson was indicating that he might not seek reelection in  
3 2008?

4 A. Yes.

5 Q. What did you do about it, if anything?

6 A. I just talked with him about it.

7 Q. Did you encourage him to run for reelection?

8 A. I did.

9 Q. Do you know if he followed your advice?

10 A. No, I don't know if he followed my advice or not.

11 Q. In the end, you would agree he did decide to go  
12 ahead and run for reelection?

13 A. Yes.

14 Q. Whether you had involvement in that or not you  
15 can't say?

16 A. That's right.

17 Q. Would you agree that, in 2008, at least at the  
18 beginning of the year, you had a county council in place  
19 that was favorably disposed toward you?

20 A. Yes. Generally.

21 Q. How would you describe your relationship with the  
22 sitting county council at the beginning of 2008?

23 A. It was, at times, stressful, but all in all, with  
24 exception of a few, about average over my career that I'd  
25 experienced.

1 Q. Average in the terms of what?

2 A. Us getting along with each other.

3 Q. You and county council?

4 A. Yes.

5 Q. Right. Basically that's what I'm trying to get at.

6 what was your understanding of how it was suppose to  
7 work, your relationship as the county administrator versus  
8 as you relate to the county council?

9 A. There are four different forms of government in  
10 South Carolina. But in the council administrator form of  
11 government, the administrator is the CEO and the board --  
12 the council members from a governing board.

13 Q. So, if you try to liken it to a private company  
14 setting, what you're describing is that the county  
15 administrator in this form of government is effectively  
16 operating as what we would think of as a CEO in a private  
17 company.

18 Is that fair?

19 A. To some degree. Not completely.

20 Q. Was it your understanding that the county  
21 administrator was the person responsible for implementing  
22 the policy of county council through the employees of the  
23 county?

24 A. Implementing to some degree. It would depend on  
25 the acts of council and their, of course, their resolutions.

1 Resolutions can change monthly as far as how policies should  
2 be administered or will be administered.

3 Q. And in terms -- how would you describe your  
4 responsibility, as county administrator, for the day-to-day  
5 operations of the county in Anderson County?

6 I'm not sure if it was different in Cherokee County,  
7 but I'm not asking you about Cherokee County.

8 A. It was to carry out the policies and procedures to  
9 the best of my ability in a political environment.

10 Q. Being the county administrator would you say --  
11 would you describe that as a political job?

12 A. Yes.

13 Q. So, anywhere you might be as a county  
14 administrator, you're dealing with politics.

15 Is that fair?

16 A. To some degree you are.

17 Q. And the to some degree portion depends on just sort  
18 of how well you're getting along as the county administrator  
19 with that particular serving county council.

20 Is that fair?

21 A. No. How well you're getting along with the rest of  
22 the community too.

23 Q. Okay. So, you're, you're dealing with politics,  
24 not just with respect to your county council that you're  
25 directly reporting to, but also to the citizens of the

1 county as well.  
2 Is that how you would describe it?  
3 A. Yes.  
4 Q. So, there's a lot of people that you have to try to  
5 keep happy I guess?  
6 A. Yes.  
7 Q. In 2008, were there members of council on the  
8 existing council that were difficult for you to work with?  
9 A. Yes.  
10 Q. Who would you say they were?  
11 A. I know I'm not suppose to ask questions of you, but  
12 how about the layers or levels of difficulty?  
13 Q. Right. No, I think you can ask questions of me.  
14 A. Extremely difficult, Cindy Wilson.  
15 Q. Okay.  
16 A. McAbee at times.  
17 Q. And is this your description of how it was to work  
18 with these council members in 2008 or is this more broader  
19 than that, like over the course of time that you were the  
20 county administrator?  
21 A. Over the course of time that I had to work with  
22 each of those, about the same.  
23 Q. So, let me make sure I understand then.  
24 Over the course of time that you served as county  
25 administrator and I realize that, during your tenure not all

1 these folks might have been on the county council at all  
2 times---

3 A. They pretty much served together the entire time.

4 Q. Okay. Anyone you can think of that was not on  
5 council for the bulk of your tenure as county administrator  
6 of the ones, of the ones you've listed?

7 A. Of the ones that are listed, I believe Greer was on  
8 longer than maybe Wilson.

9 Q. Ron Wilson you're talking about?

10 A. No, Cindy Wilson.

11 Q. Okay.

12 A. Or they may have been elected at the same time.  
13 The rest of them were -- well, Gracie Floyd is not on that  
14 list, but she was on longer than any of them.

15 Q. But you would not describe her as extremely  
16 difficult---

17 A. No.

18 Q. ---to work with?

19 A. No.

20 Q. Would you describe the other ones -- let's see.  
21 I've got one, two three -- I've got six of the seven, in the  
22 extremely difficult category.

23 would you say they were always extremely difficult to  
24 work with or---

25 A. I'm not saying they were all extremely. The top



1 two were extremely.  
2 Q. Okay.  
3 A. The others were difficult.  
4 Q. I got you.  
5 A. With the exception of Wilson. He was very  
6 difficult.  
7 Q. Ron Wilson?  
8 A. To some degree, yes. He's more difficult than the  
9 other two.  
10 Q. Right.  
11 And Larry Greer, Michael Thompson, and Bill McAbee  
12 would be at least less difficult than---  
13 A. Moderately difficult.  
14 Q. Were there county council members, in 2008, that  
15 tended to oppose what you were trying to accomplish within  
16 the county?  
17 A. My job wasn't to accomplish. My job was just to  
18 carry out their policies and procedures. My job was to  
19 administer their vision statement, goals, and objectives. I  
20 believe I was a target just for doing my job.  
21 Q. You believe you were a target?  
22 A. Correct.  
23 Q. Of whom?  
24 A. Primarily Cindy Wilson, Bob Waldrep.  
25 Q. And would you describe yourself as being a target

1 of Cindy Wilson and Bob Waldrep starting in 2008 or starting  
2 at sometime prior to 2008?

3 A. Cindy Wilson probably starting in 1998.

4 Q. What about Mr. Waldrep?

5 A. Probably 2005/2006.

6 Q. What about the rest, the other five members of  
7 county council in 2008, did you---

8 A. Wilson probably in 2000 and -- probably 2004.

9 Q. Which one?

10 A. Ron Wilson.

11 Q. Ron Wilson.

12 A. Waldrep, probably 2005 or four too.

13 Q. Did you ever feel you were a target of any of the  
14 other council members that you've not mentioned in---

15 A. Bill McAbee and Michael Thompson.

16 Q. And did you feel like you were a target of Bill  
17 McAbee or Michael Thompson in 2008?

18 A. No.

19 Q. What had happened that made you feel like you were  
20 a target of Bill McAbee and Michael Thompson at any point in  
21 time during your tenure?

22 A. Campaigned on a platform to fire me.

23 Q. They did?

24 A. Yes.

25 Q. Do you remember when, like what year that was?

1           A. Oh, I don't know, sir. It probably was an even  
2 year I believe. Probably '04 maybe.

3           Q. Was that a reelection campaign for them or was that  
4 their election campaign?

5           A. Election campaign.

6           Q. So, when Bill McAbee and Michael Thompson first  
7 were elected to council, whatever year that was, your  
8 recollection was they campaigned for election on a platform  
9 that included firing you?

10          A. And Ron Wilson too.

11          Q. And Ron Wilson too?

12          A. Yes.

13          Q. Do you know if Ron Wilson was being elected for the  
14 first time in that campaign where these folks indicated a  
15 desire to fire you?

16          A. I believe so.

17          Q. And all three of them were elected in that year?

18          A. I can't answer that. I don't remember.

19          Q. Okay. Would it be fair to say there was a year  
20 when one or more of Bill McAbee, Michael Thompson, and Ron  
21 Wilson were running for election to council based on a  
22 campaign which, in part, included terminating Joey Preston  
23 if they were elected?

24          A. I don't think that was the only reason they were  
25 running, of course. There were other reasons, but that was

1 part of it.

2 Q. And that's something you knew was part of their  
3 platform so to speak?

4 A. It was being talked about in the community.

5 Q. And when they were elected, whenever they were  
6 elected, did they take steps to terminate you?

7 A. No.

8 Q. What happened?  
9 Do you know?

10 A. I mean do you know why they didn't try to terminate  
11 you?

12 A. No.

13 Q. Did you make any effort to claim that your contract  
14 was anticipatorily breached because council members were  
15 elected who had publically indicated that they wanted to  
16 fire you---

17 A. No.

18 Q. ---if elected?

19 A. No.

20 Q. Why not?

21 A. It was different. It wasn't the same.

22 Q. How was it different?

23 A. Council members were not having meetings and, with  
24 existing council members, secret meetings, and the sitting  
25 county council members weren't having meetings, and not

1 inviting me to those meetings, and making motions to put me  
2 on administrative leave without a hearing---

3 Q. I don't---

4 A. ---and suspending employees.

5 Q. Now -- and I'll, I'll get to that in a minute, but  
6 just to touch on it a little bit.

7 In 2008, what you're saying is the reason you were  
8 concerned in that year of an anticipatory breach of your  
9 employment agreement by certain council members and newly  
10 elected council members was because they were having  
11 meetings?

12 A. Yes. Yes, this meeting in August that, for some  
13 reason, I was asked not to attend.

14 Q. And you said something about suspending employees?

15 A. Bob Waldrep made a motion or asked the council to  
16 adopt a motion, resolution, that I be suspended in January.

17 Q. At the primary election in 2008, do you recall who  
18 was reelected and who was not, in terms of the sitting  
19 council numbers?

20 who was on their way out after that primary election  
21 occurred?

22 A. I think it was Larry Greer, Michael Thompson, and  
23 Bill McAbee.

24 Q. They had lost in the primaries?

25 A. Yes.

1 Q. And do you know who had won the primary in their  
2 stead?  
3 A. Eddie Moore, Tommy Dunn, Tom Allen.  
4 Q. And the three you just named, those three are  
5 now -- are sitting council members even now, is that right?  
6 A. That's right.  
7 Q. Did you assist in the campaigns of any particular  
8 county council members who were running for office in 2008?  
9 A. No. No.  
10 Q. Would it be improper for you to assist in the  
11 campaigns of council members?  
12 A. No, I think Hatch Act would protect me there as  
13 long as I did it on my own time.  
14 Q. So, even if it were on your own time, are you  
15 saying you did not assist in any campaigns of council  
16 members in 2008?  
17 A. I did not.  
18 Q. Why not?  
19 A. I just chose not to.  
20 Q. Did you attempt to steer champagne contributions to  
21 anyone running for office in 2008?  
22 A. No.  
23 Q. Did you ever suggest to anyone that they make  
24 campaign contributions to any particular candidate in 2008?  
25 A. No.

1 Q. Had you done that in the past?  
2 A. Yes.  
3 Q. And who did you suggest make contributions?  
4 who were you talking to?  
5 A. Inez Tenenbaum.  
6 Q. Do you recall ever making suggestions to any  
7 potential contributors that they should contribute to a  
8 political campaign?  
9 A. Any political campaign?  
10 Q. Well, let me narrow it down.  
11 Any campaign for county council---  
12 A. No.  
13 Q. ---in Anderson County?  
14 A. No, I did not.  
15 Q. Never in your career?  
16 A. Not that I recall.  
17 Q. Okay. After the primary occurred in which  
18 Mr. Moore, Mr. Dunn, and Mr. Allen defeated a -- and I'm not  
19 sure which one defeated which one, but defeated Greer,  
20 Thompson, and McAbee, did you become concerned about what  
21 the incoming council might do once they took office?  
22 A. Yes.  
23 Q. How so?  
24 what was your concern?  
25 A. Well, I was concerned based on what they were

1 saying during their campaigns.

2 Q. Would you agree with me that, up until this point,  
3 those who had won primaries had not said anything in their  
4 campaigns much different than what had been said previously  
5 in campaigns by Mr. McAbee, Mr. Wilson, and Mr. Thompson in  
6 terms of wanting to get Joey Preston removed from office?

7 A. No, I would not.

8 Q. Was there something substantively different about  
9 what these folks said in their campaigns?

10 A. Absolutely.

11 Q. How so?

12 I'm just talking about leading up to the primary vote.

13 A. Right. Bob Waldrep mailed, sent a letter out to  
14 all of his constituents targeting me.

15 Q. And he was a sitting council member?

16 A. He was.

17 Q. What about the ones who won the primaries, that's  
18 who I'm talking about, not -- set aside those who were  
19 sitting members of council. So, talk about the newly  
20 elected folks. Right.

21 A. Tom Allen.

22 Q. Okay. Yes, that's what I'm getting at.

23 What do you recall them saying about terminating you  
24 that was substantively different than what prior council  
25 members had said during their election campaign?



1       A. Telling constituents that they're going to get rid  
2 of me.

3       Q. All three of them.

4       Are you talking about Tom Allen, Tommy Dunn---

5       A. Tom Allen, Cindy Wilson, Bob Waldrep.

6       Q. What about Eddie Moore?

7       A. Absolutely.

8       Q. And I think you already said Tommy Dunn or do you  
9 remember?

10      A. I can't recall Tommy Dunn at this point in time.  
11 I'll think about that for a minute. Eddie Moore, yes.

12      Q. Just let me make sure I've got this in my head.

13      This is leading up to the primaries, and I assume Bob  
14 Waldrep and Cindy Wilson had to run in the primaries as  
15 well---

16      Q. Correct.

17      Q. ---for reelection?

18      A. Yes.

19      Q. So, all four of those folks, Tom Allen, Eddie  
20 Moore, Bob Waldrep, and Cindy Wilson.

21      A. Uh-huh. (Affirmative).

22      Q. You're not sure about Tommy Dunn at the moment?

23      A. I believe he participated in meetings at that time  
24 too. So, I'm going to throw him in that bunch too, but I  
25 believe he did, yeah.

1 Q. Okay. And just to make sure -- and I apologize  
2 right now in terms of trying to make sure I give you the  
3 right timeframe that I'm talking about. And if meetings  
4 occurred in the timeframe I'm talking about, that's totally  
5 fine. But what I'm trying to get at is leading up to the  
6 primary election itself, so when you were just in the  
7 campaign mode essentially, because we don't know who's gonna  
8 win the primary.

9 Was there anything substantively different that Tom  
10 Allen, Eddie Moore, and Bob Waldrep, and Cindy Wilson were  
11 saying about terminating you if elected than had been  
12 previously said by other folks running for council in the  
13 past?

14 A. Much more. It was just -- it was totally different  
15 unlike any, any campaign I ever experienced in my whole  
16 life.

17 Q. We were talking about basically campaign platform  
18 type statements where individuals who were elected in 2008,  
19 well, who won the primary I guess in 2008, had indicated  
20 they wanted to get rid of you or fire you, and what I wanted  
21 to know was what was the substantive difference between what  
22 those folks were saying, people like Tom Allen, Eddie Moore,  
23 Bob Waldrep, and Cindy Wilson, what was the substantive  
24 difference between what they were saying and what people had  
25 said in the past about wanting to get rid of you as part of

1 their election platforms?

2 Q. Well, in the past, the candidates that have run for  
3 office I believe were fairer in that they indicated that  
4 they may not support me, but they never indicated, in the  
5 public, that, that they wanted to change administrations.  
6 For example, Bob Waldrep sent a political campaign letter  
7 out and identified me as a target as an example.

8 Q. Unless I misunderstood your earlier testimony, I  
9 thought you said that Bill McAbee, Michael Thompson, and Ron  
10 Wilson all had campaigned in the past on a platform that  
11 included to fire you?

12 A. Well, they talked about it, but they didn't  
13 actually get as deep into it as the other candidates did.

14 Q. And when you say get as deep into it, that's what  
15 I'm trying to drill down to.

16 A. Went on the radio, sent out political campaign  
17 letters, attend public meetings or group gatherings.  
18 Continuously rile people up over it.

19 Q. So, the substance, would you agree with me, the  
20 substance of the message was the same as between both  
21 groups, they wanted to fire you?

22 A. No, I will not, I will not, like I said, I said  
23 earlier, I had never experienced so much, I guess, heat.  
24 They were -- it was just a completely different environment.

25 Q. And I mean it sounds like part of the concern you

1 had was really more on the quantitative side. These folks,  
2 in 2008, were doing a lot more to spread their message of  
3 wanting to fire you.

4 A. Well, I had never had a candidate in the past or  
5 worked for a council member that actually sent a political  
6 letter out to the electorate saying that, you know, I'm the  
7 target, it's time to remove me.

8 Q. As a principle, would you agree with me that  
9 there's nothing wrong with a candidate for county council  
10 running on a platform that specifically says I believe we  
11 should change administrations?

12 A. I believe that, yeah, they can say pretty much  
13 whatever they want to say. However, I believe that, in the  
14 past, anyone that had ever, any council member that had ever  
15 run that way I felt, at least, would give me a chance to  
16 show them that I was doing a good job.

17 Q. And what evidence did you have in -- let me ask  
18 it -- I'm gonna try to break this down in time pieces.

19 So, leading up to the primary, other than statements to  
20 the public or platform statements or letters, you know,  
21 political letters say---

22 A. Uh-huh. (Affirmative).

23 Q. ---were there any other, any other evidence you had  
24 that the folks running to be elected to county council were  
25 trying to fire you?

1           A. Radio interviews.

2           Q. Okay. But any meetings that you know of leading up  
3 to the primary?

4           A. I was told they were having meetings, but I have no  
5 proof earlier on this they were having those meetings other  
6 than Ms. Wilson who periodically had meetings at her house.

7           Q. And, again, I certainly want you to tell me  
8 everything you know. And, so, just, if you know it for  
9 sure, let me know if you think they might have been. But  
10 I'm really, again, focused on -- because I know at some  
11 point---

12          A. I can tell you that Cindy Wilson did have several  
13 meetings at her house and invited the candidates over to  
14 talk about or to make presentations to them or to try to  
15 convince them or to talk about issues that were coming up.

16          Q. And this is before the primary?

17          A. Yes.

18          Q. Do you know who attended them in terms of what  
19 candidates attended those meetings besides Cindy Wilson  
20 herself?

21          A. I believe they all did.

22          Q. Is there anything that you can think of, as a  
23 matter of principle, that is wrong with a candidate for a  
24 public office having a meeting, inviting members of public  
25 and/or other candidates to talk about changing

1 administrations?

2 A. I mean I'm thinking, again, they have the right to  
3 have meetings. I don't believe they have the right to  
4 discuss or to conspire to breach a contract they probably,  
5 at that time, had never ever seen.

6 Q. And we'll talk about that contract in a minute.

7 But other than meetings that you think Cindy Wilson may  
8 have been having, you're not -- are you certain she was  
9 having some meetings prior to the primary occurring?

10 A. Yeah, and I believe Bob Waldrep was having meetings  
11 too.

12 Q. Were they similar meetings like, like the ones you  
13 described Ms. Wilson having?

14 A. Yes.

15 Q. Any other meetings that you can think of prior to  
16 the primaries that gave you concern about your job?

17 A. I think that was enough. You've got two sitting  
18 council members having meetings. Waldrep's office is right  
19 across the street. You can look out the window and see  
20 Eddie Moore going and coming almost daily.

21 Q. And this is prior to the primaries?

22 A. Yes.

23 Q. So, at this point, the sitting county council did  
24 not include anyone who was running for the first time for  
25 council, like Eddie Moore, correct?

1 A. Sitting council, that's correct.

2 Q. Right.

3 After the primary occurred, and that was in June of  
4 '08?

5 Is that fair?

6 A. Yes.

7 Q. I don't know the particular date, but at some point  
8 after the primary occurred, it was clear that three council  
9 members had then -- had lost the primary, right?

10 A. Right.

11 Q. And the three you mentioned was Eddie Moore, Tom  
12 Allen, and Tommy Dunn had won their respective primaries,  
13 correct?

14 A. Right.

15 Q. And given the way Anderson County works, that  
16 typically meant that, since they won the Republican primary,  
17 they were most likely going to win the general election come  
18 November?

19 Is that fair?

20 A. I don't think there was any opposition.

21 Q. So, if that's true, then they certainly would win,  
22 although I suppose a write-in candidate could beat them?

23 A. If a write-in candidate would have had the time to  
24 get on the ballot. I know some of them could have, of  
25 course, but the way the election law was written it's very

1 difficult for a write-in candidate to get on the ballot.

2 Q. Okay. That's what I'm asking.

3 In 2008, is it possible, at least, that someone could  
4 have become a write-in candidate for the November election?

5 A. Possible, but not probable.

6 Q. Okay. And, again, not worried about the probable.  
7 You know Strom Thurmond won his seat, once upon a time, as a  
8 write-in candidate.

9 A. I believe the only one to win it that way ever in  
10 the history of the country.

11 Q. So, clearly though, by June '08, the primary has  
12 now resolved, and it appears very likely, would you say,  
13 that the three you mentioned, Tommy Dunn, Tom Allen, and  
14 Eddie Moore, are going to be elected in the general  
15 election?

16 A. That is correct.

17 Q. And if they are, they will take their seats  
18 January 1, 2009, correct?

19 A. Yes.

20 Q. What happened after the primary election occurred  
21 that caused you concern about your job?

22 I'm going to a different block of time.

23 A. Those council members-elect, I know of one incident  
24 where I had a citizen contact me and tell me that he had  
25 engaged in a conversation with, with Tom Allen and witnessed



1 by, I believe, one of the other newly elected candidates,  
2 and he told me that Tom Allen told him how they had planned  
3 to get rid of me in January.

4 Q. Who is the -- who is this person that you---

5 A. I think it was Brooks Brown.

6 Q. And who is Brooks Brown I mean?

7 A. He's a citizen, he is an activist, would show up at  
8 the council meetings.

9 Q. Are you saying he's someone who was favorably  
10 disposed towards your service as the administrator?

11 A. No.

12 Q. So, what -- so, what are you aware of that  
13 happened, after the primary election, that causes you  
14 concern besides this meeting you were talking about that  
15 Brooks Brown mentioned to you?

16 Anything else?

17 A. Newly elected council members were meeting with  
18 staff members, which I arranged at times. Sometimes I  
19 didn't. They would contact the county department heads  
20 directly and ask for meetings, and they would have these  
21 meetings supposedly on fact finding missions, and they  
22 would, in conversations with some of the employees, they  
23 would make comments about, you know, we need to make change  
24 in the administration.

25 Q. Now, just, just help me out here.

1 I mean obviously the county council goes through an  
2 election process every two years where the entire council  
3 has to run for reelection, right?

4 A. Right.

5 Q. And there has to be times where newly elected  
6 members of council are come -- you know they're going to  
7 come in the next season or the next term?

8 A. Right. So, I don't---

9 Q. Is it part of your job, as the county  
10 administrator, when a newly elected councilperson is going  
11 to come into power, is it part of your job to help arrange  
12 for such fact finding meetings as you're describing?

13 A. Yes.

14 Q. So, basically what you're trying to do is get those  
15 folks up to speed on how counties work?

16 Is that fair?

17 A. It's fair.

18 Q. So, you don't have a problem necessarily, it  
19 doesn't sound like, with the fact that newly elected council  
20 members wanted to meet with various county staff as long as  
21 you arranged the meetings?

22 Is that fair?

23 A. As long as they went through the administrator.

24 Q. So, the meetings themselves, if you arranged them,  
25 that's not a problem, correct?

1           A. Yes, those meetings, the ones that I arranged.  
2           Q. Even those meetings are a problem, but not because  
3 of the meeting -- no.  
4           Okay. Those are okay?  
5           A. Yes, sir.  
6           Q. And, so, you would have a problem with meetings  
7 between newly elected council members and county staff if  
8 you were not involved in arranging them?  
9           Is that fair to say?  
10          A. Under this form of government, yes.  
11          Q. And then you have -- and you also have a problem  
12 with the content of the meetings if you felt like it was  
13 inappropriate for newly elected council members to make  
14 comments to staff about a change in administration?  
15          Is that fair to say?  
16          A. Yes.  
17          Q. And why is that inappropriate in your view?  
18          A. I think the, first of all, they should not, should  
19 not have contacted the staff directly. That's interfering  
20 with my ability to be able to do my job. Elected -- or if  
21 they're in office or soon to be in office, they should  
22 have -- and I encouraged them to, if they needed  
23 information, to contact me and I would arrange the meetings.  
24          I do know that they were contacting other departments,  
25 going directly to them and asking for meetings and then

1 those department heads would tell me about it or they  
2 would -- I think some of them actually just went in  
3 unexpected and unplanned.

4 Q. And do you know how many such meetings occurred  
5 that you were complaining about?

6 A. No, I don't.

7 Q. Can you give me an example of one that you're  
8 complaining about?

9 Like who is the staff person that you're talking about?

10 A. Transportation.

11 Q. And who is that?

12 A. Then probably Holt Hopkins would have been one.

13 Q. What department is he in charge of?

14 A. Transportation.

15 Q. Anyone else?

16 A. That was the one that comes to mind that was --  
17 they were calling him directly.

18 Q. So, that was something that was not arranged by  
19 you?

20 A. That's right.

21 Q. Do you know who met with Mr. Hopkins among the  
22 newly elected council members?

23 A. I believe, at, at some point in time, a meeting  
24 that was arranged all of them did. But prior to that I  
25 believe that Eddie Moore was one.

1 Q. Can't think of any others at the moment?  
2 A. Not yet. I'm thinking maybe Tom Allen went too at  
3 some point in time, but I'm not sure. But I know Eddie  
4 Moore did.  
5 Q. And just to make sure I've understood what you're  
6 telling me so far, you don't have a complaint, it sounds  
7 like, about any meetings between newly elected council  
8 members and county staff where you arranged the meeting?  
9 Is that fair?  
10 A. That's right.  
11 Q. So, the complaint you're having is where meetings  
12 were set up without your knowledge or that you did not help  
13 arrange and newly elected council members met with various  
14 county staff?  
15 A. Right.  
16 Q. And the only one you can recall at the time, that  
17 was such a meeting unarranged by you, was with Mr. Holt  
18 Hopkins of transportation, correct?  
19 A. I believe so, yes, sir.  
20 Q. And then later, apparently, Mr. Hopkins, you must  
21 of had a conversation with him---  
22 A. I did.  
23 Q. ---about the substance of that meeting?  
24 A. Right.  
25 Q. And the beef you have, if I'm trying to summarize,

1 is that some kind of comment or comments were made to  
2 Mr. Hopkins about a change in administration by one or more  
3 of the newly elected---

4 A. Yes.

5 Q. ---council members?

6 Any other matters that caused you concern after the  
7 primary had occurred, with respect to the newly elected  
8 council members, and I mean caused you concern about whether  
9 you might be terminated?

10 A. Yes, the -- I believe the meeting in August that  
11 occurred with sitting council and the motion that Bob  
12 Waldrep wrote and the interaction that he was having with  
13 Eddie Moore.

14 Q. At that meeting or elsewhere?

15 A. In his office. They were having their private  
16 meetings.

17 Q. Okay. And I'm gonna categorize these into buckets  
18 if you I can, but we've already talked about what I would  
19 call unarranged staff meetings between newly elected council  
20 members and staff, and, as far as you recall right now, that  
21 was a meeting with Holt Hopkins?

22 A. Yes.

23 Q. In addition to that, which was of concern to you,  
24 you had a meeting in August of 2008, which was a regular  
25 county council meeting, is that right?

1 A. No, it was a special. I didn't have the meeting.  
2 Q. Oh, it was a special council meeting?  
3 A. Correct.  
4 Q. That occurred in August 2008?  
5 A. That's right.  
6 Q. And, at that meeting, as you recall it, a motion  
7 was made by Mr. Waldrep?  
8 A. I wasn't there. I was asked not to attend the  
9 meeting.  
10 Q. Okay. So, what -- how do you know that something  
11 happened at that meeting that is of concern to you?  
12 A. It's in the minutes.  
13 Q. Okay. So, you looked at the minutes at some later  
14 time and saw that, as you recall it, some motion was made by  
15 Mr. Waldrep to do what?  
16 A. I believe it was announced on the TV news media.  
17 It was all over. People were calling me that attended the  
18 meeting.  
19 Q. Right.  
20 And I'm asking you what was it that they were calling  
21 you about?  
22 What happened at that meeting that was of concern?  
23 A motion to do what?  
24 A. To suspend me without cause in January, and to  
25 suspend a finance director, and to replace me with an

1 interim administrator.

2 Q. Okay. And I think we already talked about this.  
3 You don't recall whether or not that motion was passed?

4 A. I don't think it was passed.

5 Q. Anything else that happened at that August 2008  
6 special meeting of council that caused you concern about  
7 whether or not you might be terminated at sometime?

8 A. I believe the content of the meeting appeared that  
9 waldrep and wilson were trying to go on some kind of a witch  
10 hunt.

11 Q. Based on your reading of the minutes you mean?

12 A. Yes.

13 Q. And the witch hunt, I assume you mean, would be  
14 directed at you?

15 A. Yes.

16 Q. Do you know anything further about what you think  
17 that witch hunt would look like?

18 A. They kept talking about trying to do some type of a  
19 forensic audit of some sorts.

20 Q. Okay. And you think that occurred during part of  
21 that August 2008 special council meeting?

22 A. It occurred there and that issue came up many times  
23 at many county council meetings brought up by Cindy Wilson  
24 and Bob Waldrep.

25 Q. You mean at regular county meetings too?



1 A. Yes.

2 Q. One or more of those two folks, Cindy Wilson or Bob  
3 Waldrep, might make comment, or I don't know if they ever  
4 made a motion, but they certainly might have made a comment  
5 it sounds like, about what, conducting a forensic audit?

6 A. I believe -- I don't recall exactly. I believe  
7 there were motions made too.

8 Q. Okay. And the thing -- what was, what was of  
9 concern to you, as the county administrator, as to whether  
10 or not the county council might authorize a forensic audit?  
11 why is that a problem?

12 A. Do you, do you understand the definition of a  
13 forensic audit?

14 Q. Yes, I think I do. It's pretty extensive I  
15 suspect.

16 A. It's more tha just being extensive. You're  
17 accusing the administration of doing something wrong.

18 Q. But that's why I'm asking.  
19 why is it of concern?

20 If you've done nothing wrong, why would you be  
21 concerned about a forensic audit?

22 A. First of all, it would be very difficult to do a  
23 forensic audit to look at every single transaction. It  
24 would cost millions and millions of dollars to do that, and  
25 I believe that was determined by the existing county

1 council.

2 But it implied that, after we had received -- and then  
3 the whole time, the entire time I was there, extremely clean  
4 audit opinions with very few management issues. Winning the  
5 Government Finance Officers Association award for the audit.  
6 It just kept implying that there was something wrong like  
7 they were trying to put this cloud over the administration  
8 and, and the rest of the council.

9 Q. Will you agree with me, Mr. Preston, that County  
10 Council has every right to decide to conduct a forensic  
11 audit if they wish?

12 A. They have that right providing they -- there's due  
13 process through this. I mean I believe they do.

14 Q. So, it wasn't the fact of someone talking about  
15 possibly doing a forensic audit.

16 You would agree there's nothing wrong with that?

17 A. No.

18 Q. You would not agree?

19 A. No, I wouldn't agree there's anything wrong with  
20 it, but combining that with the suspension of the  
21 administrator and the finance director, I think there is  
22 something wrong with that.

23 Q. Well, you think it must -- you think it must go  
24 together, that if you're gonna do a forensic audit, you must  
25 suspend the county administrator to do it?

1           A. No, I'm saying when you talk about that type of  
2 audit in the same meeting that you're going to, you make a  
3 motion to suspend the administrator and finance director, it  
4 is together.

5           Q. Okay. So then did you think there was something  
6 wrong with talking about suspending the county administrator  
7 in and of itself?

8           A. Absolutely.

9           Q. Why?

10          A. It was a contract and I'm suppose to have due  
11 process, you know. They should at least give me the ability  
12 to have a hearing of some sort.

13          Q. And that one -- that happened at the August 2008  
14 special meeting and/or some other county council meeting?

15          A. In fact, I wasn't -- I was asked not to come to the  
16 meeting.

17          Q. The August 2008 meeting?

18          A. Yes.

19          Q. You were at other council meetings though, were you  
20 not?

21          A. I was.

22          Q. And some of those -- apparently there was some  
23 discussion of the same type of thing, a forensic audit  
24 and/or the suspension of the county administrator in  
25 January, 2009?

1           A. I never was at a regular county council meeting  
2 where the suspension of the administrator came up. That's  
3 the meeting I was asked not to attend.

4           Q. Now, we've talked about two buckets so far. One is  
5 the unarranged staff meeting with Mr. Hopkins and this  
6 August 2008 special meeting of council, and you had  
7 indicated, I would call this a third bucket, but you said  
8 there were meetings that were going on in Bob Waldrep's  
9 office that were of concern to you with respect to your  
10 possible, your possible termination.

11          Is that fair?

12          A. Yes.

13          Q. Are there any other categories of activity that  
14 concerned you between the time of the primary and the time  
15 of November 2008 when your severance agreement was voted on  
16 that caused you concern about a possible termination?

17          A. Well, the newly elected council started sending me  
18 directives on county stationery and directing me not to  
19 comply with my responsibilities as it related to bond issues  
20 and construction contracts.

21          Q. How many of those directives did you receive that  
22 you recall?

23          A. I remember I think two I believe. There were more  
24 than that though.

25          Q. And, to your knowledge, did directives, so called

1 directives coming from newly elected council members who had  
2 not yet been sworn into office have any authority over you?  
3 A. Evidently they thought it did because they had two  
4 sitting county council members.  
5 Q. I'm asking what did you think.  
6 A. According to the county attorney, they did not have  
7 any. But they were releasing those to the news media, and  
8 that indicated to me that if I, if I didn't do what they  
9 wanted me to do, that was just another opportunity for them  
10 to do what they wanted to at the beginning of the year.  
11 Q. And you did have an opportunity to speak with the  
12 county attorney about these so called directives?  
13 Is that fair?  
14 A. County council talked to the county attorney about  
15 it.  
16 Q. Okay. And were you privy to that conversation?  
17 A. Just privy to what was decided upon. I believe the  
18 county attorney actually, at the instruction of the county  
19 council, wrote them a letter I think or it was brought up in  
20 the council meetings. I don't recall.  
21 Q. Would it be fair to say that, in the end, you  
22 concluded that these directives had no authority over you?  
23 A. Maybe no. At that time -- point in time no legal  
24 authority. But it would have -- darn right it would have  
25 some type of authority over me in January once they took

1 office.

2 Q. And then the last bucket of---

3 A. As it related to what Mr. Allen said about me and  
4 what he said they were going to do to me.

5 Q. What did Mr. Allen say?

6 A. They were gonna give me a directive that they knew  
7 I couldn't fulfill. Then they were gonna fire me over it.

8 Q. Do you know what directive that might be?

9 A. No.

10 Q. How did you come to learn that Mr. Allen said that?

11 A. Brooks Brown said that he said that in his presence  
12 along, I believe, with one of the other incoming county  
13 council members.

14 Q. And is that part of -- was that part of the  
15 meetings you're talking about that happened in Bob Waldrep's  
16 office or was that a separate---

17 A. That was separate. That was at a Bob Waldrep  
18 campaign -- not a campaign, but a party, celebratory party  
19 after winning the election.

20 Q. The primary, you're talking about?

21 A. Yes, or the primary is the election.

22 Q. The last bucket I think that we haven't mentioned  
23 is just the -- well, you mentioned it, but we haven't talked  
24 about it further -- is the meeting that happened at Bob  
25 Waldrep's office. I know that you were concerned apparently

1 that there were meetings happening at Bob Waldrep's office  
2 at which what happened?  
3 what was the concern about those meetings to you?  
4 A. Well I knew they were meeting.  
5 Q. Okay.  
6 A. I could sit in my office and watch them go and  
7 come.  
8 Q. And who was meeting, how many times, and what was  
9 the concern to you about those meetings?  
10 A. I can't recall the number of times, but I know it  
11 was very often. I did see Eddie Moore attending those  
12 meetings. I saw Cindy Wilson attend those meetings. I saw  
13 Tommy Dunn attend those meetings. I saw Tom Allen go in his  
14 office, attend those meetings, and I saw an attorney in town  
15 named Kurt Gibson go in and attend those meetings.  
16 Q. And I'm not gonna stay on this too long, but are  
17 you saying that you saw -- you're saying you saw them attend  
18 the meetings.  
19 Are you saying you physically saw them all go in at the  
20 same basic times?  
21 A. Yes, that's correct.  
22 Q. And did you hear about these meetings somewhere  
23 else in terms of what happened within those meetings?  
24 A. After I had left the county I learned they were, in  
25 fact, conspiring to -- they were developing whatever

1 resolutions and plans for the first meeting in January.

2 okay. So, before you left the county, before  
3 November 2008, did you have an idea what those meetings  
4 involved?

5 A. I had heard that there was just discussions about  
6 the change in administration, but I didn't have the  
7 specifics of it at the time. I also saw Rusty Burns attend  
8 one of those meetings too.

9 Q. Would it be fair to say that, between June of 2008  
10 and November 2008, you did not have the specifics of what  
11 was going on in those meetings?

12 A. I did not.

13 Q. You heard, if I got you right, you heard that there  
14 were discussions of changing administrations that was  
15 occurring in those meetings?

16 Is that fair?

17 A. Which later on I found it to be true.

18 Q. And, again, I'm trying to just narrow down what did  
19 you know at the time.

20 So, at the time, you heard that there was discussions  
21 of changing administrations?

22 Is that fair?

23 A. Yes.

24 Q. And how did you hear that, from what source?

25 A. Just in the community. I believe they would leave



1 there and go start to talk to constituency and then I would  
2 hear about it through people I would see on the street.  
3 It's part hearsay I guess.

4 Q. And do you have any understanding as to whether or  
5 not there's anything legally wrong with a meeting like the  
6 one you just described where two sitting council members  
7 might be meeting with some number of newly elected council  
8 members?

9 A. I believe that it is. I think if they're writing  
10 ordinances, writing resolutions, developing agendas for  
11 the -- their first meeting, I think that's, that's an issue.  
12 It's a legal problem.

13 Q. And your concern was that, and tell me if I'm  
14 wrong, your concern was that some movement was afoot amongst  
15 the two sitting council members, Cindy Wilson and Bob  
16 Waldrep, and some of the newly elected council members,  
17 maybe all of them, that they were going to do something to  
18 you, whether it's suspension or termination, on or after  
19 January 1<sup>st</sup>, 2009?

20 Is that fair?

21 A. Without cause.

22 Q. But it was on or after January 1<sup>st</sup>, 2009, correct?

23 A. Yes.

24 Q. And, so, I'm trying to figure out were you  
25 concerned about meetings that were happening between say

1 June of 2008 and August of 2008?

2 A. Listen to me. Tom Allen said to a citizen that  
3 they were going to issue a directive that I could not comply  
4 with at some point in time after the election.

5 Q. Right.

6 A. Those are the types of things that they were  
7 talking about, and then they have this meeting. They  
8 present something that, I believed, and after -- and my  
9 attorney expressed in writing that there was gonna be some  
10 type of an anticipatory breach.

11 Q. When some of this stuff happened.

12 And I know you said there was an August 5<sup>th</sup>, 2008  
13 meeting.

14 That's pretty clear, right?

15 A. Prior to the election---

16 Q. I know we had that---

17 A. ---we had that rhetoric.

18 Q. Right. Right.

19 A. And then, after the election, you've got them  
20 getting together to start meeting and talking about what  
21 they're gonna do and then Waldrep presents this, this  
22 motion, this resolution to not give me the ability to even  
23 have a public hearing over it.

24 Q. Right.

25 And, so -- and then what I'm understanding now, it

1 sounds like it's clear, at least clear to me, you thought  
2 meetings were occurring with the, at Bob Waldrep's office,  
3 between the time of the primary and the August 5<sup>th</sup>, 2008,  
4 meetings?

5 I thought the meetings were -- I had proof to think. I  
6 had proof of it too.

7 Q. But you saw some people going to his office?

8 A. And there was a lot of talk, chatter about it.

9 Q. And then this August 5<sup>th</sup>, 2008, meeting occurs.  
10 That gives you further concern, right?

11 A. Yes.

12 Q. And then leading up till -- well, we know  
13 September 20<sup>th</sup>, 2008, is when your lawyer sent the first  
14 letter.

15 A. And then, in the meantime, all these directives  
16 were coming on county stationery from newly elected county  
17 council members instructing me to freeze all salaries, not  
18 to hire any new employees, to stop all bond issues, stop  
19 spending any money. It just went on and on and on.

20 Q. In response to the activity that you just described  
21 that caused you concern that you might be terminated in  
22 January 2009---

23 A. Uh-huh. (Affirmative).

24 Q. ---what did you do?

25 Now, at one point, and just to help you out a little

1 bit, at one point you went to see a lawyer.

2 A. I was getting ready to say that, yeah.

3 Q. And I'm wondering if you did anything else before  
4 you decided to go see a lawyer about that.

5 A. I went to see -- I looked for a lawyer, I found  
6 him, looked like he'd be a good one.

7 Q. And that was Rob Hoskins?

8 A. Yes.

9 Q. And I'll get to him in a minute.

10 would you agree with me, Mr. Preston, that, after the  
11 primary occurred, you sought information from the South  
12 Carolina Retirement System about purchasing retirement  
13 services credits?

14 A. Yes, that's right.

15 Q. Why did you do that?

16 A. Keeping my options open. Trying to, trying to  
17 figure out what I could do if they did terminate me.

18 Q. And did you get some information from the South  
19 Carolina Retirement System about purchasing retirement  
20 service?

21 A. I believe I did, yeah. I think they explained it  
22 to me.

23 Q. Would you agree that it was pretty expensive, for  
24 someone like you with your amount of earned service credits,  
25 to purchase enough service credits to then be able to retire

1 immediately?

2 A. At that particular time the question to them was I  
3 had already had service credits in North Carolina working  
4 with the City of Charlotte. I was trying to determine what  
5 that amount I could purchase would cost. That's what that  
6 conversation consisted of I believe.

7 Q. Do you recall asking the South Carolina Retirement  
8 System how much it would cost to purchase five years of  
9 service credit that was unrelated to any prior---

10 A. At some point in time I asked that question, yes.  
11 I don't remember when that happened, but I did.

12 Q. And that request for information about what I would  
13 call otherwise unearned service credit would tie into a  
14 desire on your part to retire immediately versus having to  
15 wait until you're 60?

16 would that be fair?

17 A. I believe -- I don't exactly recall when I asked  
18 them that question. But I had to find out what that number  
19 was and I did ask them that.

20 Q. Who is the Anderson County Taxpayer's Association,  
21 if you know?

22 A. I don't. You know, you tell me. I don't know who  
23 they are. I don't know if they're organized or not.

24 Q. I mean are you aware of an organization by that  
25 name?

1 A. I believe there was an or -- yeah, there was. I  
2 think Dan Harvell's claimed to be the chairman of it.

3 Q. Was that an organization was, generally speaking,  
4 supportive of you as the county administrator?

5 A. No.

6 Q. Was it opposed to you as the county administrator?

7 A. Yes.

8 Q. What was that lawsuit?

9 Do you remember the nature of it?

10 A. I believe it had to do with -- I think I did a  
11 radio interview on WRIX and there was this fellow that  
12 called in who accused or said that I or implied, said that I  
13 had the -- I think it was, at the time, Allied Waste  
14 Management, or -- I can't remember the name of the company  
15 at the time. They've changed the name so often. I had  
16 purchased my BMW for me. He said that over the air.

17 Q. Who said that?

18 A. His name was Robert Stansell.

19 Q. Okay. So, a gentleman by the name of Robert  
20 Stansell---

21 Uh-huh. (Affirmative).

22 Q. ---made some statement over the air that Allied  
23 Waste Management might have purchased a car for you?

24 A. Not a statement. He accused me. He said that  
25 happened as if it were a fact I believe.

1 Q. And, so -- and I just want to -- let me -- and this  
2 is a good way to tackle this I suppose. I want to go  
3 through what litigation you have been involved with either  
4 personally or as county administrator.

5 A. I may not be able to remember all of it.

6 Q. That's fine.

7 A. All right.

8 Q. Just give me the best you can.

9 A. All right.

10 Q. All litigation you've been involved with either  
11 personally or at as county administrator for Anderson County  
12 that also involved Ms. Wilson, and let me start with, before  
13 I lose this chain of thought --

14 A. All right.

15 Q. -- this lawsuit you're talking about that involved  
16 Mr. Stansell in a radio interview that he gave?

17 A. Yes. No, that I gave. I was, I was answering  
18 questions over the air.

19 Q. Okay. And when was that interview?

20 A. Early 2000's.

21 Q. Sometime in early 2000's?

22 A. I believe so, yes.

23 Q. And would it be fair to say the radio interview  
24 involved a landfill that was put in Anderson County?

25 A. No, this was -- the radio interview involved really

1 answering questions about anything.

2 Q. Okay. And one of the questions they came up with  
3 related to a landfill in Anderson County?

4 A. It wasn't a question. It was just somebody called  
5 in and made the statement to the public.

6 Q. Okay. Now I'm getting it. I'm slow. You'll see  
7 this.

8 Now, Mr. Stansell, was he the interviewer or was he a  
9 caller?

10 He was---

11 A. Caller.

12 Q. ---caller?

13 A. George Duckworth, former solicitor, was the  
14 interviewer.

15 Q. So, you're on the radio, essentially like a talk  
16 show almost or like talk radio?

17 A. Yes.

18 Q. And people can call in with questions for, in this  
19 case I guess if they want, to have questions for the county  
20 administrator?

21 A. Yes.

22 Q. So, what happened during this radio show was Robert  
23 Stansell, who apparently was a citizen or something of  
24 Anderson County, calls in and makes this statement to --  
25 about you?



1 A. Yes.  
2 Q. And that resulted in a lawsuit?  
3 Is that fair?  
4 A. It's fair.  
5 Q. And what was the lawsuit entitled, Joey Preston  
6 personally versus---  
7 A. I believe it was a slander suit.  
8 Q. Against Stansell?  
9 A. I think so, yes.  
10 Q. Did it involve Ms. Wilson?  
11 A. It did later on.  
12 Q. How did it become, how did it become to involve  
13 Ms. Wilson?  
14 A. Depositions.  
15 Q. What happened?  
16 Like did you sue Ms. Wilson or did she become a party  
17 to it or what?  
18 A. Party to it.  
19 Q. And how was that?  
20 Like what did you claim?  
21 I assume you made a claim against Ms. Wilson in that  
22 same lawsuit?  
23 A. Yes.  
24 Q. What was the claim?  
25 A. Actually the next person that was named is Steve, a

1 fellow named Steve Lovelace I believe.

2 Q. Okay.

3 A. And then, through the depositions, I believe that  
4 we learned that Ms. -- that they had been meeting with  
5 Ms. Wilson and they got their information from Ms. Wilson.

6 Q. And were those the three defendants in the end,  
7 Robert Stansell, Steve Lovelace, and Cindy Wilson?

8 A. Yes.

9 Q. And was it a defamation case?

10 A. Yes, sir, I believe it was.

11 Q. As best you know, I mean -- I know you're not a  
12 lawyer, and would it be fair to say that the---

13 A. Not yet.

14 Q. Are you studying to be a lawyer?

15 A. No.

16 Q. Do you want to be a lawyer?

17 A. No, I do not.

18 Q. All right. That would be the last question.

19 So, my understanding then is the basic claim, tell me  
20 if I'm wrong, but the basic claim was a claim of defamation  
21 by you against these three defendants?

22 A. Yes.

23 Q. Relating to a statement made that Allied Waste or  
24 someone associated with this landfill had purchased you a  
25 car?

1 A. Yes.  
2 Q. How did that lawsuit resolve?  
3 A. Legal. It's sealed.  
4 Can I talk about it?  
5 Q. Well, no, all I care about is did it settle or did  
6 it go to trial.  
7 A. It settled.  
8 Q. And is it a confidential settlement?  
9 A. I don't think anymore.  
10 Q. If it's not, then how did it resolve?  
11 Did you get paid money or---  
12 A. I did.  
13 Q. How much?  
14 A. I don't remember.  
15 Q. I mean was it -- it sound like it couldn't -- I'm  
16 just speculating, but it sounds like it couldn't have been a  
17 lot of money or you probably would remember.  
18 A. I'm thinking right around \$10,000 or something. I  
19 don't recall the details.  
20 Q. Something in that ballpark?  
21 A. Yeah, I think so.  
22 Q. Do you recall who had to pay you?  
23 A. All three.  
24 Q. Do you recall whether or not insurance proceeds  
25 were used to pay you?

1 A. I believe so.

2 Q. Do you recall now -- I want to talk about any other  
3 litigation that you recall. Now, this may be a long list,  
4 but -- and maybe---

5 THE COURT: Ma'am, I'm gonna ask you to stop.

6 Q. ---the best way to do this would be to start at the  
7 earliest in time and then---

8 THE COURT: All right. We're gonna break at this time  
9 for, for our lunch. I will reconvene the hearings at 1:45.  
10 Court's in recess at this time.

11 Thank you very much.

12 (WHEREUPON, Court was in recess for the lunch hour.)

13 MR. DAVIS: Your Honor, before we begin, may we have a  
14 side bar?

15 THE COURT: Yes, you may. I'll step out in the hallway  
16 and see the attorneys.

17 (WHEREUPON, a bench conference was held at this time.)

18 THE COURT: All right, ma'am. You ready to proceed?

19 UNIDENTIFIED PERSON: I am.

20 THE COURT: You may do so.

21 Q. Do you recall -- now I want to talk about any other  
22 litigation that you recall. Now, this may be a long list,  
23 but -- and maybe the best way to do this would be to start  
24 at the earliest in time and then come forward.

25 So, was that the first lawsuit that you've been

1 involved in that had Cindy Wilson as a party?

2 A. No.

3 Q. Okay. Tell me the first one you recall.

4 A. Personally or for the county?

5 Q. Either one. Whether you were, you know---

6 A. Let's see. One, two, three, four, five, six,  
7 seven, eight, nine. You know, the county attorney defined  
8 them as lawsuits. So, I'm going to say nine with Cindy  
9 Wilson.

10 Q. So, approximately -- and I'll give you some leeway  
11 there. But maybe around nine---

12 A. Nine as it relates to the Beaver Dam Creek Sewer  
13 Project.

14 Q. Okay. Was that before Ms. Wilson became a council  
15 member?

16 A. She was an activist before, but it was after she  
17 became a council member

18 Q. Okay. And let me, let me see if I can just make  
19 this -- maybe I can make this a little simpler. Maybe I  
20 can't.

21 It sounds like there were some lawsuits involved in the  
22 Beaver Dam Sewer Project?

23 A. Lots of lawsuits.

24 Q. Okay. And how many of those lawsuits also involved  
25 Cindy Wilson?

1 A. Nine of them.

2 Q. Okay. All nine. I got you. So that's what you  
3 were telling me.

4 A. Yes.

5 Q. There were nine lawsuits, all in sort of a block  
6 that all related to the Beaver Dam Sewer Project?

7 A. Sewer project.

8 Q. And Cindy Wilson was involved in all of them?

9 A. All nine.

10 Q. And those were the first -- that's the first  
11 experience you had with litigation with Ms. Wilson?

12 A. I believe there may have been another one. I'm  
13 thinking the number's ten. But I can't recall what the  
14 tenth one would have been for.

15 Q. And just to try to short circuit a little bit.  
16 This Beaver Dam Sewer Project involved Ms. Wilson, at least  
17 in part, because some portion of a sewer pipeline ran  
18 through her property?

19 Is that fair?

20 A. It ran through her mother's property.

21 Q. Okay. And was that the reason she was---

22 A. And several of her family members.

23 Q. And generally speaking, how did those lawsuits  
24 resolve?

25 what is the -- I mean---

1 A. The county prevailed.

2 Q. Yeah.

3 So, essentially there was litigation -- there was  
4 litigation that tried to prevent the installation of the  
5 sewer lines through those properties that involved  
6 Ms. Wilson's family?

7 Is that fair?

8 A. Prevent install permits.

9 Q. In the end, the sewer line was installed as it had  
10 been planned?

11 Is that fair?

12 A. After we lost several industries and a large  
13 housing project.

14 Q. What other, what other litigation that you've been  
15 involved in that also involved Ms. Wilson?

16 The Beaver Dam Sewer lawsuit. You've got this  
17 defamation case.

18 What else do you remember if we're coming forward in  
19 time?

20 A. Ms. Wilson sued me

21 Q. And that's fine too. I'll count those.

22 A. And she sued me and she sued the county as a -- and  
23 I can't recall how she did that, but as a sitting council  
24 member she did.

25 Q. And do you remember what that was about generally?

1           A. She, she claimed that I didn't provide her with  
2 information that she had requested I believe is the  
3 foundation or the basis for it all.

4           Q. And do you know how that resolved?

5           A. I prevailed.

6           Q. You prevailed?

7           A. The county and myself, yeah.

8           Q. And was that a lawsuit in which you had the  
9 County's backing?

10          A. I think it ended up being just the county because  
11 she sued me in my official capacity I believe.

12          Q. What other litigation do you recall that involved  
13 Ms. Wilson?

14          A. I asked the Court to intervene with, with her and  
15 Bob Waldrep. I think it was in '08.

16          Q. Okay. And you had the county's blessing for that  
17 lawsuit?

18          Do you recall?

19          A. I did.

20          Q. And what happened as a result of that one?

21          A. The judge issued a restraining order.

22          Q. Against both Ms. Wilson and Mr. Waldrep?

23          A. That's right.

24          Q. And that involved their dealing with county  
25 employees directly?



1           Is that generally what -- is that a general good way to  
2 describe it?

3           A. Harassment of employees and dealing directly with  
4 them.

5           Q. Okay. And now let me take you back to 2008 with  
6 the sitting county council. You know, this is the county  
7 council that's not yet changed over on January 1, 2009.

8           A. Uh-huh. (Affirmative).

9           Q. Do you contend, in this lawsuit, or do you  
10 contend -- let me ask it this way.

11           Do you contend that the existing 2008 Anderson County  
12 Council ever breached your employment agreement?

13           A. In 2008?

14           Q. Right.

15           A. This is -- I can't give you a legal --

16           Q. Right. No, I just---

17           A. But it's possible

18           Q. That the existing county council actually---

19           A. Maybe---

20           Q. ---breached it?

21           A. But I don't know.

22           Q. Let me ask this.

23           A. Uh-huh. (Affirmative).

24           Q. Was there ever a time, in 2008, that you didn't get  
25 your pay check?

1 A. No.

2 Q. Was there ever a time, in 2008, that you, before  
3 November 18<sup>th</sup>, 2008, that -- let's say, any -- at anytime,  
4 anytime before November 18<sup>th</sup>, 2008, that you quit your job  
5 as the county administrator for Anderson County?

6 A. No.

7 Q. If there was any breach of your contract with  
8 Anderson County in 2008 prior to November 18<sup>th</sup>, 2008, what  
9 is your belief as to what that breach would have been?

10 A. Are you asking me a or correct me -- I don't know

11 Q. So, you can't articulate -- would you agree you  
12 can't articulate any breach of your contract by the Anderson  
13 County Council in 2008 prior to November 18<sup>th</sup>?

14 A. At that time?

15 Q. Right.

16 Have you been able---

17 A. I know that they were, Waldrep and Wilson, were  
18 running around interfering with my ability to be able to do  
19 my job.

20 Q. Okay.

21 A. That happened often and that was the, I guess, the  
22 basis for the, that one incident, which other incidents were  
23 discussed where we asked the judge to intervene. I can  
24 think of other situations too where Waldrep and Wilson would  
25 deal directly with vendors and go beyond, around what county

1 council voted on.

2 Q. Were there any county council members that you were  
3 concerned about interfering with your ability to do your job  
4 in 2008 other than Bob Waldrep or Cindy Wilson?

5 A. No.

6 Q. Now, I mean you've mentioned it, and I'm gonna take  
7 this a little bit out of order, but I think this is a good  
8 time to ask you about this. I'm going to show you what's  
9 been marked as Plaintiff's Exhibit No. 1 and ask you if you  
10 recognize it.

11 A. Yes, I do.

12 Q. What is it?

13 A. It's a letter I wrote, I wrote to county council  
14 members concerning the incident that occurred in the finance  
15 office.

16 Q. The incident that occurred in the finance office,  
17 are you -- would you agree with me that that's an incident  
18 that occurred in December 2007?

19 A. December, that's right. Uh-huh. (Affirmative).

20 Q. Of 2007, right?

21 A. Yes.

22 Q. And that was Mr. Waldrep and Ms. Wilson that were  
23 involved as county council members?

24 A. Yes.

25 Q. And did that involve the TV camera crew or a video

1 crew, I guess, of some kind?

2 I don't know if it was a TV crew, but---

3 A. I believe it did.

4 Q. And this, this memo was written on August 11, 2008,  
5 is that right?

6 A. Yes.

7 Q. And you signed it?

8 A. Yes.

9 Q. That's your signature on the first page?

10 A. Yes.

11 Q. And would it be fair for me to characterize this as  
12 your request of county council for approval for you to file  
13 a declaratory judgment complaint against Mr. Waldrep and  
14 Ms. Wilson?

15 A. I instructed -- I told the county council members  
16 what I had intended to do.

17 Q. And did you seek their approval for it?

18 A. I talked with them individually

19 Q. Okay. And in the end, you feel like you got the  
20 approval of county council to file the D.J. action, the  
21 declaratory judgment action?

22 A. I didn't feel like I had to ask or to have approval  
23 in order to do that because I'm responsible. I was  
24 responsible for the day-to-day activities of the county.

25 Q. And, again, I'm not, I'm not concerned with whether

1 you felt like you had to or didn't have to.  
2 I'm asking did you feel like you actually had their  
3 approval --  
4 A. I did.  
5 Q. -- whether you thought you needed to or not?  
6 A. Yes.  
7 Q. Okay. So, you had the support -- fair enough to  
8 say, you had the support of county council as a whole --  
9 A. Yes.  
10 Q. -- to file a declaratory judgment action that is  
11 attached to Exhibit No. 1?  
12 A. Yes, and this was discussed too in council meetings  
13 I believe.  
14 Q. Okay. And in that draft declaratory judgment  
15 action on Page 3, you referenced the December 12<sup>th</sup>, 2007,  
16 incident at the finance office, correct?  
17 A. What page is that?  
18 Q. I'm sorry. Page 3 and it's Paragraph 16.  
19 A. Yes.  
20 Q. And would you agree that you also list other  
21 complaints that you had about how Mr. Waldrep and Ms. Wilson  
22 were interfering with your ability to do your job in this  
23 declaratory judgment action?  
24 A. Yes.  
25 Q. It wasn't just the December 2007 incident, correct?

1 A. That's right.

2 Q. And ultimately, would you agree, that a declaratory  
3 judgment action is pretty similar to this one, if not  
4 identical to this draft, was actually filed against Mr.  
5 Waldrep and Ms. Wilson?

6 A. Yes.

7 Q. In that lawsuit, you provided an affidavit at one  
8 point, correct?

9 A. I, I believe I did.

10 Q. I'm going to show you now what's marked as Exhibit  
11 No. 2.

12 Do you recognize Exhibit No. 2 as an affidavit signed  
13 by you and dated October 16<sup>th</sup>, 2008?

14 A. Yes.

15 Q. And were the statements you made in this affidavit  
16 true at the time you made them?

17 A. Can I have time to read it?

18 Q. Oh, sure, absolutely. I'm sorry.

19 A. Yes.

20 Q. And this is a document you prepared in support of  
21 the declaratory judgment action that had been filed against  
22 Mr. Waldrep and Ms. Wilson, correct?

23 A. It's a document that the county, that the attorney  
24 prepared and I signed it.

25 Q. Okay. What were you trying to relay to the Court

1 by signing this affidavit and presenting the information  
2 that you presented in it?

3 A. The -- I guess the obstruction, the obstructional  
4 behavior that the, that Waldrep and Wilson were  
5 demonstrating and prohibiting me, along with my staff, from  
6 doing our jobs, interfering with us daily, or not daily, but  
7 often.

8 Q. Would it be fair to say you were trying to  
9 demonstrate to the Court the ways in which you were aware of  
10 that Mr. Waldrep and Ms. Wilson were interfering with your  
11 ability to do your job on a day-to-day basis?

12 A. These were all incidents that had occurred either  
13 in council meetings or what they had just done on their own.

14 Q. And let me ask my question again.

15 would it be fair to say that you were presenting  
16 information to the Court about incidents that you were aware  
17 of that you felt like were demonstrative of Mr. Waldrep and  
18 Ms. Wilson trying to interfere with your job on a day-to-day  
19 basis?

20 A. Yes.

21 Q. And this, this affidavit was provided in support of  
22 an attempt to get an injunction against Mr. Waldrep and  
23 Ms. Wilson to stop them from doing the types of things you  
24 were saying were interfering with your job, right?

25 A. Not just me. But interfering with county business

1 and, quite possibly, violation of a Court order.

2 Q. And, again, I appreciate you want to answer. And  
3 expanding the answer, that's fine, but I have to ask  
4 questions to get an answer to my question.

5 You were the plaintiff in the case, correct?

6 A. Yes.

7 Q. And, so, what you were trying to do with this  
8 lawsuit was get an injunction to stop Mr. Waldrep and  
9 Ms. Wilson from interfering with your ability to do your  
10 job, among other things?

11 A. Yes.

12 Q. If you were aware, back in October of 2008, of  
13 serious incidents of interference with your job by Mr.  
14 Waldrep and Ms. Wilson, would you have tried to include them  
15 in your affidavit?

16 A. In October?

17 Q. Yeah, at the time you wrote the affidavit or at  
18 least signed it.

19 A. I would have included what I was aware of.

20 Q. So, you would have tried to include everything you  
21 were aware of, right?

22 A. I believe and any other, what any other employee  
23 would have suggested also.

24 Q. And these incidents that you identify, if you look  
25 at page -- I think it starts on Page 3. There's a list



1 that's alphabetized.  
2 Do you see that?  
3 It starts with the Letter A, and the list of specific  
4 incidents.  
5 A. Yes  
6 Q. It goes from A through Y?  
7 would you agree?  
8 A. Yes.  
9 Q. And would you agree with me that all of the  
10 incidents that are listed happened prior to September 25<sup>th</sup>,  
11 2008?  
12 A. Yes.  
13 Q. And, in fact, there's one other incident that you  
14 mention in Paragraph 3 of the affidavit, which is the one --  
15 I believe this is the reference you made earlier in your  
16 testimony about the August 5<sup>th</sup>, 2008, meeting with Mr.  
17 Waldrep. You made mention of that same meeting in Paragraph  
18 3 of the affidavit.  
19 would you agree?  
20 A. Are you talking about this paragraph on Page 2?  
21 Q. Yeah, I think so.  
22 Do you see that Paragraph 3?  
23 There's a reference to August 5<sup>th</sup>, 2008, is what I've  
24 been pointing out.  
25 A. No, that didn't happen at that meeting.

1 Q. Okay. What is that August 5<sup>th</sup>, 2008, reference to?

2 A. I don't know. It's not what ultimately happened at  
3 the meeting. I'm not sure. Let me think here. Yes, it  
4 did. Sorry

5 Q. So, the August 5<sup>th</sup>, 2008, reference in Paragraph 3  
6 of the, your affidavit, which is Exhibit No. 2, that's a  
7 reference to Mr. Waldrep making certain comments at an  
8 August 5<sup>th</sup>, 2008, council meeting?

9 A. These are some of his comments. But it's not  
10 complete.

11 Q. But that was one of the things you were complaining  
12 about as part of the case in which you sought an injunction  
13 against Mr. Waldrep and Ms. Wilson?

14 A. Right.

15 Q. And as a result of the lawsuit seeking injunctive  
16 relief, would you agree with me that the Court did issue or  
17 grant a temporary injunction against Mr. Waldrep and  
18 Ms. Wilson?

19 A. Yes. Yes, sir. Sorry. Excuse me.

20 Q. And the county council that was in place in 2008,  
21 prior to November of 2000 -- I'm sorry. Let's start over.

22 Would you agree with me that the county council that  
23 was in place in Anderson County in 2008 took no steps to  
24 terminate you prior to November 18<sup>th</sup>, 2008?

25 A. The -- as a majority board, no. As a minority who

1 attempted to through a public, through a special called  
2 meeting, yes.

3 Q. And that was not by the existing council as a body?  
4 would you agree with that?

5 A. Yes, as a -- it failed. The body didn't vote for  
6 it, but the attempt within the body was made.

7 Q. You mean like a motion or something was made at  
8 some point?

9 A. Yes.

10 Q. And it failed?

11 A. Yes

12 Q. would you agree with me that the county, the  
13 majority of the county council in place in 2008 never voted  
14 to terminate you prior to November 18<sup>th</sup>, 2008?  
15 would you agree with that?

16 A. Yes.

17 Q. I'm gonna show you now what's marked as Exhibit 3.  
18 I'm gonna ask you first if you recognize what it is.

19 A. Yes.

20 Q. what is that document, Exhibit No. 3?

21 A. It's a letter that my attorney, Rob Hoskins, wrote  
22 to the county council dated September 25<sup>th</sup>.

23 Q. would you agree that Mr. Hoskins was authorized to  
24 write this letter on your behalf?

25 A. Yes.

1 Q. And it's dated September 25<sup>th</sup>, 2008, correct?

2 A. Yes.

3 Q. And in it, the second sentence of the document,  
4 indicates that, among other things, it has come to your  
5 attention, Mr. Preston, that certain existing council  
6 members have made statements that they and certain newly  
7 elected council members intend, after January 2009, to  
8 prevent you, Mr. Preston, from carrying out your duties as  
9 county administrator. It includes that, a sentence to that  
10 effect.

11 Correct?

12 A. Yes.

13 Q. And would you agree with me that that was the  
14 fundamental complaint that you had with respect to your  
15 concerns about your job back in September 2008?

16 A. Yes.

17 Q. Anything about that language that makes you think  
18 county council can not terminate you at anytime subject only  
19 to the provisions of Section 3, which talk about severance  
20 pay?

21 A. Repeat your question.

22 Q. Do you have the question handy?

23 A. I think there are others, other -- the contract, in  
24 addition, to this contract---

25 Q. And I'm just talking about the contract.

1           A. Well, okay. And your question was what again?

2           Q. So, based on what you had heard from Mr. Waldrep  
3 and Ms. Wilson, anyone had heard about what newly elected  
4 council members were planning to do, your concern was that  
5 you would either be suspended or terminated by the newly  
6 elected county council once they took office on or after  
7 January 1<sup>st</sup>, 2009.

8           Is that correct?

9           A. Not just what I heard, but what I actually read  
10 later on and had heard the day of the meeting, the  
11 August 5<sup>th</sup> meeting.

12          Q. But none of the---

13          A. The special called meeting.

14          Q. What I'm getting at is you believed in September --  
15 on September 25<sup>th</sup>, 2008, when your lawyer wrote this  
16 letter on your behalf, you believed that the concern was  
17 real, but that it was a concern that you would be either  
18 suspended or terminated by the newly elected county council  
19 once it took power in January 2009, correct?

20          A. Yes.

21          Q. And in this letter, September 25<sup>th</sup>, 2008, if you  
22 look down about -- I may just have to point it out to you.  
23 It's halfway through the first paragraph. There's a  
24 sentence that starts with -- well, it starts with certain  
25 council members.

1 Do you see that sentence?

2 It's about one, two, three, four, five, six lines down.

3 Certain council members have hindered?

4 A. Yes.

5 Q. So, your attorney wrote to county council and said,  
6 certain county -- I'm sorry. "Certain council members have  
7 hindered Mr. Preston's ability to perform his duties as  
8 county administrator for at least seven years now."

9 Among the complaints about hindering your ability to  
10 perform your job were the various things you identified in  
11 your declaratory judgment action against Ms. Wilson and Mr.  
12 Waldrep and in your affidavit, which is marked as Exhibit  
13 No. 2, correct?

14 A. Yes.

15 Q. And what your lawyer says, in September 2008, is  
16 that Mr. Preston has overcome the efforts of those who would  
17 stymie him from the performance of his duties.

18 Would you agree with that?

19 A. Not entirely.

20 Q. You don't think you had overcome those efforts?

21 A. Not entirely.

22 Q. Did they cause you to quit your job?

23 A. No.

24 Q. And you agreed you never quit your job --

25 A. I did not.

1 Q. -- with Anderson County, correct?  
2 A. I did not, no.  
3 Q. And the claim that's being made on your behalf on  
4 September 25<sup>th</sup>, 2008, is a claim for anticipatory breach  
5 of your contract, correct?  
6 A. My attorney is saying that, yes.  
7 Q. Are you familiar with the terms of your employment  
8 agreement with Anderson County that existed in 2008?  
9 A. I haven't looked at it in probably two years.  
10 Q. Were you familiar with it at some point in time?  
11 A. Yes.  
12 Q. I mean you operated under that agreement --  
13 A. Right.  
14 Q. -- for --  
15 A. Right.  
16 Q. -- several years, right?  
17 A. Right.  
18 Q. Let me just show you -- I'll get you to identify  
19 it. I'll show you what's marked as Exhibit No. 4. Take  
20 your time, but once you're ready, just tell me if you can  
21 identify what that document is.  
22 A. Right. The master employment agreement between the  
23 county and myself.  
24 Q. And it's dated July 22<sup>nd</sup>, 1998, is that right?  
25 A. Yes.

1 Q. Is this the employment agreement that you were  
2 operating under during your employment with Anderson County  
3 from 22 July, 1998, through November 18<sup>th</sup>, 2008?

4 A. Yes.

5 Q. Is this the employment agreement that you were  
6 claiming was anticipatorily breached in 2008?

7 A. Yes.

8 Q. Do you agree with me that this employment agreement  
9 makes clear that you always served at the pleasure of County  
10 Council?

11 A. Under certain conditions, conditions of the  
12 contract, yes.

13 Q. Was it your understanding that county council,  
14 under the employment agreement that's marked as Exhibit No.  
15 4, could terminate you at anytime?

16 Yes or no.

17 A. No

18 Q. You didn't think they could fire you at anytime  
19 they wanted?

20 A. With -- they could fire me, but there would be  
21 responsibilities that they would have to attend to here.

22 Q. Anything about that language that makes you think  
23 county council can not terminate you at anytime subject only  
24 to the provisions of section 3, which talk about severance  
25 pay?



1 A. Could you repeat your question?  
2 Q. Do you have that question handy?  
3 A. I think there were other state -- the contract --  
4 in addition to this contract.  
5 Q. I'm just talking about the contract.  
6 A. Okay. And your question was what again?  
7 Q. So, you agree that Section 2-A of the contract  
8 allowed county council to terminate you at anytime subject  
9 only to the provisions concerning severance that are  
10 outlined in Section 3, correct?  
11 A. I'm going to have to say that with my limited  
12 knowledge of the development of some types of contracts, I  
13 guess, I don't know for sure I can answer that question.  
14 Q. Just give me your best understanding.  
15 A. I believe so, but I don't know for sure.  
16 Q. And would you agree with me, Mr. Preston, you, as  
17 county administrator for Anderson County and probably for  
18 Cherokee County, signed dozens, perhaps hundreds of  
19 contracts, for employment with various people that worked  
20 for the counties, correct?  
21 A. Vendor contracts, but not employment contracts.  
22 Q. Most employees are at will, correct?  
23 A. Most employees are.  
24 Q. So, they don't have a severance agreement, do they?  
25 A. Elected officials would not have.

1 Q. And you, as county administrator, did have a  
2 severance provision in your contract, right?  
3 A. Correct.  
4 Q. But you signed what hundreds, would you say, of  
5 vendor contracts?  
6 A. Uh-huh. (Affirmative).  
7 Q. Is that right?  
8 A. Yes, sir.  
9 Q. And you reviewed them yourself?  
10 A. Often.  
11 Q. Do you feel like, in your experience as a county  
12 administrator over the 20 plus years you've done it, that  
13 you have a pretty good familiarity with how contracts  
14 operate without a need for legal opinions as to the specific  
15 terms?  
16 A. Yes.  
17 Q. Where in the contract that we're looking at,  
18 Exhibit No. 4, do you see any provision that provides for  
19 Anderson County to purchase you any retirement service  
20 credit under any circumstances?  
21 A. I don't know of any provision in the contract that  
22 would state that.  
23 Q. Would you agree with me then that it's not in  
24 there?  
25 A. Yes.

1 Q. Do you have an understanding as to whether or not  
2 that payment somehow allows you to take credit for  
3 additional years of work service with the South Carolina  
4 Retirement System?

5 A. At the time it was unclear because they were  
6 purchasing time left on the contract, and that time left on  
7 the contract could, in fact, that could be added to the time  
8 that I had up until the time at the end of that contract.

9 Q. And, and maybe I'm just -- maybe I'm jumping ahead  
10 a little bit, but would you agree with me that you---

11 A. My answer is, is I don't know.

12 Q. Right. But I'm trying to get at -- what I think  
13 you just said is, at some, after this -- after your  
14 severance agreement was executed in November of 2008, didn't  
15 you address some concern with the South Carolina Retirement  
16 System concerning how much your average annual pay should be  
17 calculated?

18 A. Yes.

19 Q. And that depended upon -- and your, your view was  
20 they should include the severance amount as part of your  
21 last three years of service pay, correct?

22 A. Well, I was informed that it should be by the  
23 personnel department. They told me that it would be.

24 Q. And, in the end, the South Carolina Retirement  
25 System disagreed, correct?

1 A. That's correct.

2 Q. And they had a ruling to that effect at some point,  
3 right?

4 A. That's correct.

5 Q. And, in the end, you didn't challenge the ruling  
6 further?

7 A. I didn't really have any other place to go other  
8 than the Budget and Control Board.

9 Q. Under the employment agreement that's marked as  
10 Exhibit No. 4, do you agree that there is a provision that  
11 allows the county to suspend you as the administrator at  
12 anytime subject to certain procedural requirements?

13 A. Where do you see that?

14 Q. Oh, I'm sorry. Page 7. It's Section Number 13.

15 A. Yes.

16 Q. And your -- one of the concerns I think you  
17 articulated already was that you had a concern that the  
18 incoming county council might try to suspend you after  
19 January 1, 2009, without giving you some of the procedural  
20 benefits that you were entitled to under this section?

21 Is that fair?

22 A. Yes.

23 Q. And, specifically, you thought they might try to  
24 suspend you after January 1<sup>st</sup>, 2009, without a hearing?

25 A. There was a motion to that effect made, but it was

1 at a hearing.

2 Q. But it wasn't passed, the motion?

3 A. It was not.

4 Q. So, you were making a prediction, would you agree

5 with me, you were making a prediction as to what the future

6 council might do once they took office?

7 A. I wasn't, wasn't making a prediction. I was

8 responding to, reacting to what had happened, happened up to

9 the point, up to that time, which the meetings and the

10 statements made to me from others, having conversations with

11 them.

12 Q. After your, after your lawyer wrote the letter that

13 we've already seen marked as September 25<sup>th</sup>, 2008, letter

14 that Mr. Hoskins wrote, what happened -- are you aware of

15 what happened with respect to how the county addressed your

16 letter?

17 what did they do with it?

18 A. They formed, I think, kind of a committee. I don't

19 know if they did, when they did that. But they hired an

20 attorney and then had a committee appointed to deal with it.

21 Q. Do you know -- was the attorney Tom Bright?

22 A. Yes.

23 Q. And was the committee the personnel committee?

24 A. That's what they called it.

25 Q. Okay. In 2008, did the Anderson County Council

1 have a personnel committee?

2 A. No.

3 Q. When did it first have a personnel committee to  
4 your knowledge?

5 A. When this happened.

6 Q. So, when this happened, this being the letter that  
7 your lawyer sent to Anderson County in September 2008, your  
8 understanding is a personnel committee was then appointed or  
9 created?

10 A. Yes, I believe the chairman did that I think.

11 Q. The chairman was Michael Thompson?

12 A. Yes, it was.

13 Q. And who was appointed to the committee?

14 Do you know?

15 Q. It was Larry Greer, Bill McAbee, and Ron Wilson.

16 Did you have any input in who should serve on that  
17 committee?

18 A. I did not, no.

19 Q. As a typical matter, if the council say needs a  
20 committee, do you, as county administrator, have an input in  
21 who should serve on the committee?

22 A. I wish I did, but I don't.

23 Q. Did you have any input in hiring the lawyer, Tom  
24 Bright?

25 A. No.

1 Q. Did you have any involvement in any discussions  
2 about what lawyer should be hired?  
3 A. No, did not.  
4 Q. Once the lawyer was hired, did you have any  
5 involvement in any discussions in which the lawyer, Tom  
6 Bright, gave advice to either county council as a whole or  
7 the personnel committee?  
8 A. No.  
9 Q. Did you attend any personnel committee meetings?  
10 A. No.  
11 Q. Would it be, in your view, inappropriate for you to  
12 attend personnel committee meetings addressing your claim  
13 for anticipatory breach?  
14 A. No.  
15 Q. Why not?  
16 A. If they had asked me to attend I would have  
17 attended with my attorney.  
18 Q. Did you have discussions with any county council  
19 member, in 2008, about your severance agreement or proposed  
20 severance agreement?  
21 A. I had a brief conversation with Michael Thompson  
22 about it. For the most part, including Thompson, they  
23 treated me like the plague through that period of time.  
24 Q. So, at some point after the Hoskins letter came in  
25 in September 2008, Mr. Thompson asked you to meet with him

1 about that letter, is that right?

2 A. He came to the office, yeah.

3 Q. And what happened?

4 what do you remember about that conversation?

5 A. He wanted an understanding as to what, you know,  
6 what that was about.

7 Q. What did you tell him?

8 A. I don't recall exactly what I told him other than I  
9 told him that I felt like my attorney, after meeting with  
10 Hoskins, felt like there might be an anticipatory breach,  
11 and that, based on everything that I had learned up to that  
12 point, that's what I felt and I was putting them on notice.

13 Q. Did you have any conversations with any county  
14 council members, other than Michael Thompson, concerning  
15 your severance agreement or your anticipatory breach claim  
16 in anyway?

17 A. No.

18 Q. Other than the one you just described?

19 A. No.

20 Q. Would you think it would be or, in your view, would  
21 it be inappropriate for you to have substantive discussions  
22 with the county council members about your anticipatory  
23 breach claim and/or your severance agreement?

24 A. Only if I had legal representation with me.

25 Q. So, your, your concern would be that you be



1 represented by counsel in such a meeting, is that right?  
2 A. I would like to have counsel with me.  
3 Q. well, I'm gonna ask you another question.  
4 A. Yes.  
5 Q. Did you have any involvement in any meetings that  
6 with any decision to hire Michael Cunningham to replace you  
7 as county administrator?  
8 A. No, I did not.  
9 Q. Did you know that a decision was going to be made  
10 on November 18<sup>th</sup>, 2008, to hire Michael Cunningham as your  
11 replacement?  
12 A. No, I did not.  
13 Q. Not until the meeting itself?  
14 A. That's correct.  
15 Q. Did you have any---  
16 A. There were -- there were, you know -- of course,  
17 people in the county were talking. He was the deputy  
18 administrator. So, it only made sense that they do that.  
19 But other than that, no.  
20 Q. Did you have any involvement in arranging for the  
21 drafting of a employment agreement to hire Michael  
22 Cunningham as county administrator?  
23 A. I can't recall. I think -- I don't know if a  
24 council member asked me for a copy of my contract again at  
25 that time. I don't remember. No, not that I can recall.

1 Q. You said you can't recall whether one asked you for  
2 a copy of your employment agreement?

3 A. Yes, I just, I just don't know. I don't remember  
4 that. That doesn't hit me to where I can remember that at  
5 all.

6 Q. Did you have any involvement in searching within  
7 Anderson County's budget for the funds that could be used to  
8 pay a severance payment to you under your severance  
9 agreement?

10 A. No, sir, I did not.

11 Q. Did you know that it was going on?

12 A. Yes, I did.

13 Q. How did you know?

14 A. My staff person at work, my finance person,  
15 contacted me and said that they were, Mr. Greer, was meeting  
16 with them.

17 Q. And who was the staff person you're talking about?

18 A. Gina Humphries.

19 Q. And what is Ms. Humphries position with the county  
20 or what was it at the time?

21 A. She would have been the assistant administrator for  
22 finance in several different departments.

23 Q. Do you recall what Ms. Humphries said about  
24 Mr. Greer's request of her?

25 A. No, just that she was meeting with him to discuss

1 it.

2 Q. And when you say discuss it, what was it?

3 A. The budget. Mr. Greer met with her regularly to  
4 discuss budget issues, and it was always through me that he  
5 would arrange those meetings. But this one he didn't. I  
6 didn't know about it till he had already contacted her and  
7 she wanted to tell me about it.

8 Q. So, Mr. Greer basically did what you complained  
9 that Ms. Wilson and Mr. Waldrep had done in the past --

10 A. Yes.

11 Q. -- which is go to a county employee without your --  
12 without your knowledge?

13 A. I don't think he felt like he needed to come to me  
14 to discuss it.

15 Q. And you did -- did you come away with -- from your  
16 conversations with Ms. Humphries, an understanding that  
17 Mr. Greer was talking to the finance folks within the county  
18 to look for funding that could support a severance payment  
19 to you?

20 A. I don't know exactly what he said to her as far as  
21 what he was looking for. Don't know.

22 Q. No, I'm asking what was your understanding.

23 I mean did you come away from your conversations with  
24 Ms. Humphries with an understanding that he was looking for  
25 funding that could be used to support a severance payment to

1 you?

2 A. Possibly.

3 Q. Did you have any different understanding that he  
4 was looking for something else?

5 A. Maybe not just funding to pay me, but maybe to pay,  
6 to pay attorneys too. I don't know.

7 Q. And did you do anything else, with respect to  
8 Ms. Humphries or anyone else working in the finance  
9 department, concerning the request Mr. Greer had made of Ms.  
10 Humphries?

11 A. I don't think so, no, sir.

12 Q. Did you ever point to any items in a budget that  
13 you felt could be used to support a severance payment in  
14 your favor?

15 A. No, I did not, no.

16 Q. Did anyone ever come to you with a suggested list  
17 of budget items that could be moved over or transferred for  
18 use in paying a severance payment on your behalf?

19 A. No, nothing.

20 Q. Did you ever see a list of items that ultimately  
21 was transferred into the, an account to be used to pay your  
22 severance payment?

23 A. At a council meeting I did.

24 Q. At the November 18<sup>th</sup>, 2008---

25 A. I believe so. I think he handed it out or

1 something. I don't recall.

2 Q. And you don't recall ever seeing a list prior to  
3 that council meeting?

4 A. No, I don't.

5 Q. Were you in attendance at the November 18<sup>th</sup>, 2008,  
6 council meeting?

7 A. Yes.

8 Q. Were you in attendance the whole time?

9 A. I don't recall. I don't remember. I don't think I  
10 left, no.

11 Q. And that's the meetings at which your severance  
12 agreement was voted on and---

13 A. Yes.

14 Q. ---approved?

15 A. Yes.

16 Q. Did you know, going into the November 18<sup>th</sup>, 2008,  
17 county council meeting that the agenda was going to be  
18 amended to consider your severance agreement?

19 A. I knew that Bob Waldrep had placed an item on the  
20 agenda that was suppose to -- that they were going to  
21 discuss where he brought up my employment status.

22 Q. Did you know, in advance at the November 18<sup>th</sup>,  
23 2008, county council meeting, that Mr. Wilson was going to  
24 amend the agenda to offer for consideration a severance  
25 agreement in your behalf?

1 A. No.

2 Q. Did you know that consideration was going to be  
3 given at the November 18, 2008, county council meeting for  
4 an employment agreement for Mr. Cunningham to become county  
5 administrator?

6 A. No.

7 Q. Had you had any conversations with anyone, prior to  
8 the November 18<sup>th</sup>, 2008, meeting, that led you to believe  
9 that you had support of sufficient members of county council  
10 to approve a severance agreement on your behalf?

11 A. I knew that I had two that were certainly not gonna  
12 vote for any kind of severance agreement. I didn't know if  
13 they had a majority or not.

14 Q. Did you make any efforts to count the votes, prior  
15 to that November 18<sup>th</sup>, 2008, county council meeting,  
16 votes -- meaning votes that would be in your favor on a  
17 severance agreement?

18 A. Did I think about it?

19 Q. Right. For starters.

20 A. I don't know. I didn't, I didn't know how the  
21 votes would fall.

22 Q. Exhibit No. 5, would you agree, is Mr. Hoskins  
23 letter to Tom Bright dated October 23<sup>rd</sup>, 2008?

24 A. Yes.

25 Q. And Exhibit No. 6 is Mr. Hoskins letter to Tom

1 Bright dated November 17<sup>th</sup>, 2008?  
2 A. The letter, but I don't know about the attachments.  
3 Q. What about Exhibit No. 7, do you agree that the  
4 letter portion is a letter written by your attorney on  
5 November 18<sup>th</sup>, 2008?  
6 A. Yes, the letter is.  
7 Q. Would you agree with me that if you look at, at  
8 least the October 23<sup>rd</sup> letter, which is Exhibit 5 and  
9 Exhibit 7, so five and seven, they both indicate on the top  
10 that they are settlement offers?  
11 A. Yes.  
12 Q. Any reason to believe you would not have approved a  
13 settlement offer provided by your attorney to Anderson  
14 County as reflected in each of those letters?  
15 A. I could have, you know. We'd conversed regularly,  
16 and I think he wouldn't have misrepresented me.  
17 Q. He would not have misrepresented you?  
18 A. No.  
19 Q. So, if he's sending a letter that says settlement  
20 offer, you would believe that it reflects, it reflects  
21 accurately a settlement offer that you were willing to  
22 except?  
23 A. Yes.  
24 Q. In the Exhibit No. 5 settlement offer --  
25 A. Yes.

1 Q. -- if you look at the last sentence of the first  
2 page, it says the total value of the money and benefits due  
3 is outlined in the spreadsheet you were previously provided  
4 and that total is \$827,222?

5 A. That's right.

6 Q. Do you agree with me that Mr. Hoskins is  
7 referencing the total value of money and benefits due under  
8 your employment agreement that we previously looked at as  
9 Exhibit No. 4?

10 A. I believe, at that point in time, yes.

11 Q. That was his calculation of what was due?

12 A. I believe,

13 Q. Do you recall how he came up with that calculation?

14 A. I might have given it to him.

15 Q. And how did you come up with it?

16 A. I had asked my staff person. I'd given a copy of  
17 my contract to my finance person and asked them to take a  
18 look and to tell me how much it would be worth to me.

19 Q. Okay. And that staff person was Gina Humphries?

20 A. Yes.

21 Q. She's the same person that ultimately was working  
22 on providing the list of information that Mr. Greer was  
23 looking for?

24 A. I don't know that she would have -- she might have  
25 been the point person, but I believe the finance department



1 would have been more to pretty much do all that work for  
2 her.

3 Q. was she in charge of the finance department?

4 A. She was.

5 Q. what about -- what was her relation -- what was her  
6 position in relation to Rita Davis' position?

7 A. Supervisor.

8 Q. Gina Humphries was the supervisor?

9 A. Yes.

10 Q. And Rita Davis was what position?

11 A. Finance director.

12 Q. would Rita Davis be one below Ms. Humphries?

13 A. Yes, sir.

14 Q. Did you have an understanding of how much money you  
15 were seeking from Anderson County for the anticipatory  
16 breach claim you were making against them?

17 A. At what point in time?

18 Q. Prior to November 18<sup>th</sup>, 2008, when the severance  
19 agreement was voted on.

20 A. Yes.

21 Q. what was your understanding of how that total  
22 figure was or what amounts made up that total figure?

23 I guess that's a better way to say it.

24 A. I know that Mr. Greer had been talking -- I mean  
25 the committee had been talking with their attorney and with

1 my attorney, and that I think Gina had provided them with  
2 information and had gone over these numbers.

3 Q. So, your claim then was made up of the \$827,222  
4 claim, which represents what you believed was your  
5 entitlement under your severance provision under your  
6 contract, right?

7 A. Right.

8 Q. And in addition, on the second page, which is  
9 paragraph, the second paragraph, talks about a \$356,087  
10 figure that represented the amount needed to purchase you  
11 seven years seven months and 23 days of service credits,  
12 correct?

13 A. Yes.

14 Q. And that's part of what you were seeking --

15 A. Right.

16 Q. -- in terms of settling your anticipatory breach  
17 claim?

18 A. Yes.

19 Q. And then there's also a provision at the end of  
20 that same paragraph that talked about -- the very last line  
21 of that talks about a \$92,727 figure?

22 A. Yes.

23 Q. Do you know what that amount relates to?

24 A. It was health. It was health insurance.

25 Q. Did you determine, at some point, that you already

1 were going to receive health insurance coverage and didn't  
2 need that figure?

3 A. At that particular time, I believe, the county was  
4 changing -- at the end of the year, the county was changing  
5 its health insurance policy. So, through the negotiation, I  
6 believe I learned that it would have been nicer to have had  
7 this in addition to that, but I didn't ask for it.

8 Q. Okay. In the end, you didn't -- it wasn't part of  
9 your severance agreement, was it?

10 A. No. No.

11 Q. Do you know who prepared the spreadsheets that are  
12 attached to Exhibits 6 and 7?

13 A. No. I believe seven -- I mean I don't know. It  
14 might have been prepared by the finance department, but I  
15 don't know who exactly in the finance department would have  
16 prepared it.

17 Q. And do you -- can you say that those spreadsheets  
18 were prepared at your request?

19 A. No, I'd have to say that they were prepared at the  
20 request of myself and I believe county council too. I think  
21 they needed to see what the severance package would consist  
22 of.

23 Q. Okay. So, is it your understanding -- is it your  
24 understanding that Ms. Humphries was preparing spreadsheets  
25 to try to calculate the amounts due to you under your

1 severance provision of your contract on behalf of both you  
2 and county council?

3 Is that your understanding?

4 A. I can't really -- I just asked her to provide me  
5 with a list of what it, it cost the county for me, you know,  
6 what that number was and that's what she ran. And what they  
7 asked her to do I don't know exactly. But I don't believe  
8 it was just her. I think it was the finance department that  
9 worked on it.

10 Q. What about the 356,000 figure --

11 A. Uh-huh. (Affirmative).

12 Q. -- from purchasing retirement service credit?

13 How did that figure come about?

14 Do you know?

15 A. I can't -- I needed to -- I can't -- I know I  
16 talked to the retirement system once. But I think it may  
17 have come from personnel. They had asked or it came up in  
18 finance, maybe Ms. Davis had asked for it. I just don't  
19 remember.

20 Q. And you had started asking questions of the South  
21 Carolina Retirement System back in July.

22 Would you agree with that?

23 A. Yes.

24 Q. In terms of what type of credit you might be able  
25 to purchase and how much it might cost?

1 A. Yes.

2 Q. Can you identify what Exhibit No. 8 is?

3 A. It's a letter from Rita Davis to me describing a

4 conversation that she and Mr. -- she had had with Mr. Greer.

5 Q. And what's the date of that, that letter?

6 A. November the 3<sup>rd</sup>.

7 Q. Would you agree with me that that Exhibit No. 8

8 reflects that Mr. Greer was asking for information about

9 balances available in the general fund --

10 A. Uh-huh. (Affirmative).

11 Yes.

12 Q. -- on or about November 3, 2008?

13 A. Yes.

14 Q. And did you have an understanding that these

15 amounts were amounts that were going to be used as part of

16 your severance payment?

17 A. I would have had no way to really know that that

18 was what that was about. I didn't ask her. She had, Rita

19 had -- really Rita and Gina had kinda standing permission

20 from me to talk to county council members when they called.

21 Q. Except for Cindy Wilson and---

22 A. They talked---

23 Q. Bob Waldrep.

24 A. They talked to them too.

25 Q. You knew at this point, by November 3<sup>rd</sup>, 2008, that

1 discussions about whether to provide you a severance  
2 agreement and how much to provide you with respect to a  
3 severance agreement were pretty well underway, correct?

4 A. They were. But that wasn't the only business the  
5 county was involved in at this time either.

6 Q. Did you ever come to know that Mr. Greer was  
7 looking to determine where money could come from to pay your  
8 severance agreement?

9 A. At some point in time, yeah, I did.

10 Q. So, whether you knew it on November 3<sup>rd</sup> or not---

11 A. He talked to Ms. Humphries about it. I didn't know  
12 that this had -- it directly had to do with that.

13 Q. Mr. Preston, I'm now handing you what's marked as  
14 Plaintiff's Exhibit No. 10. Take your time.

15 But ultimately I'm going to ask you if you can identify  
16 this document.

17 A. It's -- yes, it's release of claims.

18 Q. Is this a copy of the severance agreement and  
19 release of claims that was voted on by Anderson County  
20 Council on November 18<sup>th</sup>, 2008, and ultimately signed both  
21 by the county and by you?

22 A. Yes.

23 Q. Do you recall when you signed the document?

24 A. I think it was immediately after the county council  
25 meeting or the next day. I know that after the council

1 meeting.

2 Q. Do you recall, as between those two, do you recall  
3 specifically which one?

4 A. It was after the council meeting.

5 Q. After that night you mean?

6 A. Yes, sir.

7 Q. Who presented it to you for signature?

8 A. I don't know. A county attorney I believe did. I  
9 think that's who did it.

10 Q. And did you see a copy of this agreement in advance  
11 of the November 18<sup>th</sup>, 2008, meeting even if it was minutes  
12 before the meeting started?

13 A. Can't recall. I believe my attorney sent me  
14 something. But I don't recall if it was this agreement or  
15 not.

16 Q. On the last page of the or the second to last page,  
17 I guess, Page 4 of the document, that's Exhibit No. 10,  
18 there's a provision Number 19.

19 Do you see that?

20 A. Yes.

21 Q. It talks about the employee, which, in this case,  
22 was referencing you, having seven days to revoke the  
23 agreement after it has been signed.

24 A. Yes, uh-huh. (Affirmative).

25 Q. Do you understand that provision to give you some

1 amount of time, seven days in this case, to revoke the  
2 agreement even after you signed it?

3 A. Yes, sir.

4 Q. And is it your understanding that the council went  
5 ahead and hired Mr. Cunningham as your replacement on the  
6 same night that they voted in favor of this severance  
7 agreement?

8 A. Yes, sir, I saw that.

9 Q. On the second page of this document, Exhibit No.  
10 10, there's a Paragraph 4 that sets forth the total sum of  
11 \$1,139,833 as an amount the county will pay the employee in  
12 connection with the agreement.

13 Do you see that?

14 A. Yes, sir.

15 Q. And it breaks it into two pieces, Part A being  
16 \$359,258 paid to the South Carolina Retirement System for  
17 retirement service credits.

18 Do you see that?

19 A. Yes, sir.

20 Q. And the second part is 780,575 payment to you in  
21 the form of a severance benefit, is that right?

22 A. Yes.

23 Q. And that \$780,575 payment, is it your understanding  
24 that it reflects the amount due to you under your employment  
25 agreement as a severance payment?



1           A. Yes.

2           Q. And, in addition, you also got title to the 2006

3 GMC Yukon that you had been driving as a county vehicle?

4           A. Yes.

5           Q. So, if you had, in total, based on all the various

6 earned service and purchased service credits for you, if you

7 had a total of 29 years nine months and ten days of service

8 credit with the South Carolina Retirement System, you ended

9 up having more than, more than the minimum required to

10 immediately retire?

11          would you agree with that?

12          A. Yes, sir, I bought some too.

13          Q. Why would you do that?

14          A. Because I had service time in North Carolina that I

15 could buy.

16          Q. And would you do it mainly to get an increased

17 amount of benefit?

18          A. Yes, sir.

19          Q. And there's no other reason---

20          A. Well, it gets you closer to the time you retire and

21 I guess the increased benefit too.

22          Q. And once you have 28 years you're gonna be able to

23 retire immediately, correct?

24          A. Right.

25          Q. Okay. And do you have any documents that confirm

1 that you did, in fact, buy some additional retirement  
2 service credit in 2008?

3 A. I wrote a check for it. But I don't know if I have  
4 it any longer.

5 Q. Do you recall -- now, we talked earlier about any  
6 other litigation that you recall -- we talked earlier about  
7 the fact that you had inquired of the South Carolina  
8 Retirement System about retirement service credit purchases  
9 earlier in 2008 --

10 A. Yes.

11 Q. -- or at the time in 2008.

12 A. Right.

13 Q. Do you recall making a request about the cost of  
14 buying back five years of unearned time?

15 A. Yes, sir.

16 Q. And was that five years of unearned time that would  
17 be used toward trying to retire immediately?

18 A. I was looking to see what my options were, yes,  
19 sir.

20 Q. Okay. I think I can ask this better with a  
21 different document. Hold on.

22 Let me show you what now is marked as Exhibit 17.

23 A. Okay.

24 Q. This actually appears to be the document that was  
25 mailed to you.

1           A. Yes, sir.

2           Q. Do you remember receiving this document?

3           A. Yes, sir, I do, uh-huh. (Affirmative).

4           Q. What is it?

5           A. It's -- I think the request -- a request that I

6 made by telephone to that other lady there.

7           Q. Okay. And this is someone at the South Carolina

8 Retirement System you're talking about?

9           A. Yes, sir.

10          Q. And what is this -- what is your understanding of

11 what this document actually is?

12          A. I was trying to figure out exactly how much time I

13 needed in order to retire, how much time that I could

14 purchase back, and what was left over, you know, what was

15 needed.

16          Q. Okay. And why were you doing this at this time in

17 July of 2008?

18          A. Again, I was looking at my options. Just like I

19 was seeking possible other employment opportunities too

20 along the way.

21          Q. And this was in light of your concerns that

22 incoming council might be doing something to terminate you

23 come July or January of 2009?

24          A. Yes, sir.

25          Q. Did you talk to anyone on the existing county

1 council in 2008 about your inquiries into the purchase of  
2 service credit for retirement?

3 A. No, I did not.

4 Q. At anytime did you do that?

5 A. No, I did not.

6 Q. This is Exhibit No. 19.

7 Do you recognize this exhibit?

8 A. It's a letter that I wrote to the retirement  
9 system.

10 Q. And you wrote it on November 21<sup>st</sup>, 2008?

11 A. Yes, sir.

12 Q. And that's your signature on the first page?

13 A. Yes, sir.

14 Q. And what are you asking the retirement system to do  
15 with this letter?

16 A. Just to calculate my, my retirement.

17 Q. Would it be fair to say -- and I think we've  
18 covered this.

19 But would it be fair to say that you ended up  
20 disputing, with the South Carolina Retirement System, how  
21 they should calculate your retirement payments?

22 A. Again, remind you that earlier the -- a staff,  
23 during the same time period, had calculated it and I didn't,  
24 I didn't know if that was correct or not. So, I sent it --  
25 I sent the request down.

1 Q. And the staff calculated it at your request?  
2 A. Yes, as they do with any employee that retires.  
3 Q. And did you get a chance to look at what the staff  
4 calculated before it was sent to the South Carolina  
5 Retirement System?  
6 A. I signed this. So, I would, I would assume I  
7 understood this.  
8 Q. And did you---  
9 A. I specifically remember what the staff told me  
10 after they ran their analysis, and then this made it  
11 official.  
12 Q. And would you agree with me, just in general terms,  
13 that the point of contention you had with the South Carolina  
14 Retirement System was you believed that they should include  
15 your severance payment as part of your last three years  
16 worth of income while working with the county?  
17 A. Yes.  
18 Q. whereas they disagreed with that?  
19 A. That's right.  
20 Q. And that was -- you went back and forth with the  
21 South Carolina Retirement System about that issue and  
22 ultimately the South Carolina Retirement System said no,  
23 we're not gonna do that?  
24 Is that fair?  
25 A. Yes, that's right.

1 Q. All right. Then let me just show you -- I think  
2 these are the other documents that reflect that back and  
3 forth that you had.

4 This is Exhibit No. 20.

5 A. Right.

6 Q. Would you agree that that's a letter that you wrote  
7 on or about December 1<sup>st</sup>, 2008?

8 A. Yes, sir.

9 Q. And it relates to the very issue we've just been  
10 talking about?

11 A. Yes, sir.

12 Q. And Exhibit No. 21, just tell me if you agree that  
13 that's a letter that you received from the South Carolina  
14 Retirement System on or after December 10<sup>th</sup>, 2008,  
15 concerning this same issue about how to calculate your  
16 retirement benefit?

17 A. Yes, sir.

18 Q. That's Exhibit No. 22.

19 Would you agree with me that Exhibit No. 22 is a letter  
20 you wrote on or about December 22<sup>nd</sup>, 2008, to the South  
21 Carolina Retirement System concerning this dispute over how  
22 to calculate your retirement payments?

23 A. Yes.

24 Q. And the last one, Exhibit No. 23, just ask if you  
25 agree that this is a document you received back from the

1 South Carolina Retirement System on or after April 7<sup>th</sup>,  
2 2009, reflecting the final agency determination concerning  
3 the dispute you had with them over how to calculate your  
4 retirement benefits?  
5 A. Yes, sir.  
6 Q. Did you pay income taxes on the amounts paid to you  
7 pursuant to the severance agreement?  
8 A. Yes, sir.  
9 Q. Tell me what you recall about Michael Thompson's  
10 inquiry about working for the county in 2008.  
11 What was your reflection of what happened with Mr.  
12 Thompson in 2008?  
13 A. Michael Thompson came to see me probably  
14 sometime -- understand all council members have regular  
15 meetings and he actually came to see me some time in January  
16 I believe, or February, late February, mid-February, and we  
17 had a discussion. He asked me if I would hire him or employ  
18 him the beginning of the next year.  
19 Q. Beginning of 2009?  
20 A. Yes, sir.  
21 Q. At that point in time was Mr. Thompson running for  
22 reelection or---  
23 A. I'm not sure---  
24 Q. Do you know---  
25 A. ---exactly when the filling occurred. So, I don't

1 know. Don't remember.

2 Q. Did you encourage Mr. Thompson to seek county  
3 employment after his tenure as a county council member,  
4 member ended?

5 A. Did I encourage?

6 Q. Right.

7 A. No.

8 Q. Did you discourage him?

9 A. No.

10 Q. Did you see any problem with him seeking employment  
11 with the county as a general proposition?

12 A. No.

13 Q. I should say it in a broader way.

14 Did you see any problem with sitting county council  
15 members seeking county employment for a time after they left  
16 office?

17 A. It happens all over the State of South Carolina,  
18 yeah.

19 Q. You don't recall exactly when Mr. Thompson first  
20 approached you, do you?

21 A. I said it was around the end of February I think.

22 Q. Somewhere in that ballpark?

23 A. Yes.

24 Q. And did Mr. Thompson approach you about taking  
25 appraisal courses that were to be paid by the county?



1           A. Yes, sir, there was a discussion about it.  
2           Q. What do you remember about that discussion?  
3           A. When he talked to me about a job with the county,  
4 he wanted to pursue the assessor's job I believe or a job in  
5 the assessor's department.  
6           Q. Do you know whether or not Mr. Thompson had any  
7 qualifications that made him a good candidate for the  
8 assessor's job?  
9           A. He was a licensed real estate sales agent, which is  
10 more qualified than 90 percent of the people that we have  
11 for new hires there.  
12           Q. For new hires as the assessor or within the  
13 assessor department?  
14           A. Any position within the assessor's department. I  
15 think the assessor there moved over. They hired him from  
16 the health department. I don't think he had any experience  
17 in assessment before he took the job.  
18           Q. Why would you -- ultimately you agree -- you  
19 approved, you approved Michael Thompson taking appraisal  
20 courses that were paid by the county, did you not?  
21           A. I didn't approve it. I mean it's ministerial.  
22 When a county council member wants to take a class, they can  
23 take a class. I don't approve or disprove of it.  
24           Q. You end up -- you're the person who signed off on  
25 the payment request that Mr. Thompson submitted to pay for

1 his appraisal courses, did you not?

2 A. Not because I wanted to. I have to sign off on  
3 everything.

4 Q. Is there no mechanism by which you could protest or  
5 raise questions about reimbursement requests submitted to  
6 you by the county council members?

7 A. No, sir.

8 Q. None whatsoever?

9 A. No.

10 Q. Whatever they submit you have to sign off on?

11 A. According to the county attorney at the time, yeah.

12 Q. So, if they -- if they had a county council member  
13 who went out to a bunch of strip joints and came back with a  
14 \$2,000 invoice submitted to you for reimbursement, you'd  
15 have to sign it?

16 A. That's between him and the county council.

17 Q. Are you aware of any restrictions on what type of  
18 training or courses may be taken by county council members  
19 and paid for by the county?

20 A. I don't know of any restriction at all. None  
21 whatsoever. Not in my 20 years.

22 Q. Do you recognize this Exhibit No. 24, Mr. Preston?

23 A. Yes, sir.

24 Q. And what is it?

25 A. It's an email from Mr. Thompson to me. I -- it's

1 got a -- he sent me a copy of -- it's a real estate, South  
2 Carolina real estate appraisal course that he wanted to  
3 take.

4 Q. Mr. Thompson was a licensed real estate broker in  
5 South Carolina back in 2008, wasn't he?

6 A. Yes, sir.

7 Q. Do you think it would have been appropriate for Mr.  
8 Thompson to have the county pay for whatever continuing  
9 education requirements he might need to maintain his realtor  
10 license for his private business?

11 A. That's something he would have to answer to.

12 Q. I'm asking just in your view from the years of  
13 experience you've had working with counties.

14 Do you think, personally, do you think that would be  
15 appropriate for a county council member to seek  
16 reimbursement for continuing education requirements needed  
17 for their private business enterprise?

18 A. To benefit him?

19 Q. Anybody I'm talking about. Like any person  
20 generally.

21 A. It would have to benefit him. It would be his  
22 responsibility to report it on his ethics report.

23 Q. Right.

24 In your own view, it would be appropriate for them to  
25 do that -- for someone to do that?

1       A. If it related to a job that the individual had with  
2 the council, yes.

3       Q. Anything.

4       It would be appropriate if it related to a job they had  
5 with the council?

6       A. Yes, sir.

7       Q. What if it didn't have anything to do with the job  
8 as a county council member?

9       A. No.

10      Q. You wouldn't think it would be appropriate, would  
11 you?

12      A. No.

13      Q. These appraisal courses that Mr. Thompson ended up  
14 taking with the county didn't have anything to do with his  
15 service as a county council member, did they?

16      A. Yes.

17      Q. Do you realize he said they didn't?

18      A. I don't -- yeah, whatever he said. I know they  
19 did.

20      Q. You think they did?

21      A. Yes, sir.

22      Q. And if that is between you and Mr. Thompson, who do  
23 you think is better suited to determine whether course work  
24 taken by Mr. Thompson is going to be helpful to Mr. Thompson  
25 in doing his job?

1 MS. ANDERSON: Mr. Davis, object to the form.  
2 Q. Do you know better than he does?  
3 A. In this regard, yes.  
4 Q. Did Mr. Thompson ever tell you that he thought  
5 taking these appraisal courses would be helpful to him as a  
6 county council member?  
7 A. I don't recall us really getting into any detailed  
8 discussion about it. He wanted to take the classes and I,  
9 you know, thought about taking them too myself, you know. I  
10 thought they'd be helpful. But---  
11 Q. Would you agree with me that Mr. Thompson wanted --  
12 expressed to you that he wanted to take the appraisal  
13 courses in order to help him be in a good position to get  
14 the assessor's job down the road with the county?  
15 A. Not necessarily be a good position, but in order  
16 for him to become an assessor he would have to have these  
17 classes anyway. But I saw another use, use for them too.  
18 Q. So, allowing Mr. -- if Mr. Thompson takes appraisal  
19 courses, that puts him in a position to qualify to be the  
20 assessor, is that right?  
21 A. No, you can actually get a position there without  
22 taking these courses. It's just something that you'd have  
23 to eventually get over a period of time.  
24 Q. Okay. So, in order to continue service as the  
25 county's assessor, at some point, is it fair to say, that

1 you have to have this basic appraisal course?  
2 A. To have -- to work as an assessor.  
3 Q. Right.  
4 Okay. So, to work as an assessor---  
5 A. Not in the beginning you don't have to have that.  
6 Q. That's all I'm trying to clarify.  
7 Would you agree with me that, to work as an assessor  
8 for Anderson County, at some point in time you must complete  
9 the appraisal courses that Mr. Thompson was seeking to have  
10 the county pay for on his behalf?  
11 A. Don't know the answer to that exactly.  
12 Q. Okay.  
13 A. I don't know if that particular course that he  
14 took, but probably.  
15 Q. Okay. Would you agree that taking the appraisal  
16 courses would benefit Mr. Thompson personally in some  
17 fashion or another?  
18 A. I don't know.  
19 Q. Was -- did you talk to Mr. Thompson about the  
20 possibility of hiring him to work as the county's assessor  
21 at some point in the future?  
22 A. He expressed an interest in that, yes, sir.  
23 Q. And did you, did you give him any feedback about  
24 that as to whether that was a good idea or not?  
25 A. I think the feedback I gave him might have been --

1 I think we had some discussion about Mike Freeman, I  
2 believe, retiring I believe.

3 Q. Michael Freeman was the---

4 A. He was the assessor at the time.

5 Q. In 2008?

6 A. Yeah, I had, I had a conversation with him and it  
7 consisted of, you know, you could work in that position, at  
8 least to begin if you want to go to work for the county  
9 cause he, Freeman, was going to be there for a while.

10 Q. Did you know anything about Mr. Thompson's  
11 financial situation back in 2008?

12 A. No, I didn't, no. He was a real estate  
13 salesperson. I thought he was doing okay.

14 Q. Did he ever express to you the need to have a  
15 steady income producing job?

16 A. He wanted a job with the county. I mean he  
17 wanted -- he already was working with the county. He was a  
18 county council member. So, he wanted a job with the county.  
19 He liked government.

20 Q. And did he ever express to you a need for health  
21 insurance?

22 A. I can't recall him expressing a need to me, no.

23 Q. Did you know that Mr. Thompson use to work for  
24 Bosch?

25 A. Yes.

1 Q. Let me show you Exhibit No. 25.  
2 Do you recognize this exhibit?  
3 A. Oh, yeah.  
4 Q. Is this an email that you received from Michael  
5 Thompson on Thursday, May 22<sup>nd</sup>?  
6 A. Yes, sir, it is.  
7 Q. And what was this about?  
8 A. He sent me an email and wanted me to help him raise  
9 money for his campaign.  
10 Q. How did you respond to this email?  
11 A. I didn't respond to it.  
12 Q. Not at all?  
13 A. I saw him. I had words with him I guess.  
14 Q. And that's what I'm trying to get at.  
15 If you talked to Mr. Thompson at any point about this  
16 email, what do you recall telling him?  
17 A. I told him not to do this kind of thing because  
18 it -- I hadn't felt like it was appropriate with me because  
19 of Hatch Act issue.  
20 Q. In other words, you were trying to tell him, I'm  
21 paraphrasing, so tell me if I'm wrong, that you were trying  
22 to impress upon him that it would not be appropriate for you  
23 to help him with a campaign on business hours like on  
24 company time?  
25 A. Well, yes. Yeah, that's right.



1 Q. Did you help Mr. Thompson with his campaign outside  
2 of the county business hours?  
3 A. No.  
4 Q. Did you help anyone else---  
5 A. No.  
6 Q. ---with their campaign?  
7 A. No.  
8 Q. Mr. Preston, I'm showing you what's been marked as  
9 Plaintiff's Exhibit No. 26, and ask you if you recognize it.  
10 A. It looks like a job description, yes, sir---  
11 Q. Were you---  
12 A. ---or a job advertisement. Excuse me.  
13 Q. All right. In your experience as the county  
14 administrator, would it be fair to say you've seen many job  
15 advertisements from the county?  
16 A. They don't -- they would never come across my desk  
17 usually.  
18 Q. Okay. I'm just asking did you ever see them.  
19 A. Yeah, I saw some, yes, sir, posted.  
20 Q. You've probably seen many of them, right?  
21 A. Posted, yes, sir.  
22 Q. So, you know what they look like---  
23 A. Right.  
24 Q. ---is what I'm getting at, and this looks like one  
25 to you, doesn't it?

1 A. Yes, sir.

2 Q. And it looks like one dated August 5<sup>th</sup>, 2008?

3 A. Yes.

4 Q. Do you recall specifically that, in August 2008,  
5 the county was looking for an assistant purchasing man?

6 A. Yes, sir.

7 Q. Manager. I'm sorry.

8 A. Right.

9 Q. And do you agree with me that Mr. Thompson applied  
10 for this job?

11 A. Yes, he did I believe.

12 Q. What happened with that application?

13 A. Pardon me?

14 Q. Let me ask it this way.

15 Did Mr. Thompson get this job as assistant purchasing  
16 manager, manager with Anderson County?

17 A. No, he did not.

18 Q. And by this time, August 2008, would you agree Mr.  
19 Thompson was what I would call a lame duck councilman?

20 He had not been -- he had been defeated in the primary?

21 A. Yes.

22 Q. So, he was not going to be reelected?

23 A. Right.

24 Q. Who got the job as assistant purchasing manager?  
25 Do you know?

1           A. Yes, it was a female. Internally.  
2           Q. And did you have any conversations with Mr.  
3 Thompson about this job?  
4           A. Yes.  
5           Q. What conversations do you recall?  
6           A. I told him that I couldn't offer him the job  
7 although he was very qualified for it, that we were gonna  
8 hire internally.  
9           Q. Okay. Did you tell him anything about any future  
10 job that he might be able to get with the county?  
11           A. This job had been -- a minority had currently had  
12 the position, and we wanted to promote internally, and there  
13 was a, I think maybe a Buyer I, Buyer II internally that he  
14 was qualified for the job. So, the director of that  
15 division, the assistant administrator, wanted to hire that  
16 position, and I just told Thompson no, couldn't do that. I  
17 told him that, you know, there would be other positions in  
18 that, in that department to open up later and that he's more  
19 than qualified for.  
20           Q. Okay. So, let me see if I understand this because  
21 I might of missed something there. It sounds like you were  
22 telling Mr. Thompson that the assistant purchasing manager  
23 job that he had applied for in August of 2008 was going to  
24 be filled by the county internally with someone else from  
25 the purchasing department.

1 Is that right?

2 A. Yes, right.

3 Q. And that person's job, at the time, was either a  
4 Buyer I or a Buyer II?

5 A. I can't remember that -- which one was higher  
6 ranking, yeah.

7 Q. So, so, the person who filled the assistant  
8 purchasing manager job that was posted, advertised in  
9 August 2008, was a person that was already with the county  
10 as a Buyer I or a Buyer II?

11 Is that fair?

12 A. Yes, sir, uh-huh. (Affirmative).

13 Q. Did you tell Mr. Thompson that whichever position  
14 then became vacant, whether it was a Buyer I or Buyer II  
15 position, would be offered to him?

16 A. I couldn't remember which positions were -- you  
17 know, we had several positions that would possibly open in  
18 and around that time period. I don't know. I don't  
19 remember having a specific conversation with him about a  
20 position. But I did know that one of them was -- required  
21 better qualifications than the other.

22 Q. Okay. And is that what you were looking for that  
23 you thought -- let me ask it this way.

24 A. The job, that the lady was leaving.

25 Q. Right.

1           A. Made sense to put him in.  
2           Q. Right.  
3           So, whichever of the buyer positions, Buyer I or Buyer  
4 II, whichever of those positions had the higher  
5 qualification requirements, you thought that position would  
6 be a reasonable position for Mr. Thompson to look at?  
7           A. Absolutely. To transfer, to transfer into with him  
8 because of the -- his background in purchasing and with his  
9 experience working as a purchasing manager at Bosch made  
10 sense.  
11          Q. Let me show you what's been marked as Exhibit No.  
12 27.  
13          This is an email that you wrote on August 14<sup>th</sup>, 2008,  
14 to Michael Thompson and Kathy Fullbright?  
15          A. Yes, sir.  
16          Q. And in it you say that to Kathy, this is to remain  
17 confidential, correct?  
18          A. Yes, sir.  
19          Q. And you're talking about Mr. Thompson's application  
20 for the assistant purchasing manager job?  
21          A. I'm talking about all applications to the county  
22 need to remain confidential.  
23          Q. And that's kinda what I'm at getting.  
24          why did you have to make a special effort, if you did,  
25 to tell kathy Fullbright to keep this particular one

1 confidential if all applications for employment have to be  
2 confidential?

3 A. Well, it would be unfair to him if it wasn't kept  
4 confidential.

5 Q. Well, it would be unfair to everybody who applied  
6 for a job.

7 A. That's right.

8 Q. So, why are you making a -- was this a special  
9 effort on Mr. Thompson's behalf to tell Kathy Fullbright to  
10 keep his application confidential?

11 A. Not a secret in anyway. But just to make sure that  
12 he wasn't treated differently than anyone else.

13 Q. And do you write a similar email to her every time  
14 you get an application for a county job to tell her to keep  
15 it confidential?

16 A. Anything that would have been, you know, with  
17 someone who had held a public position like that cause he's  
18 not only the only elected official to ever get a job with  
19 the county.

20 Q. I guess what I'm getting at is this was an email  
21 that you didn't typically send in connection with an  
22 application for employment with the county.

23 would you agree with that?

24 A. That's right. That's correct.

25 Q. Because every single application for employment

1 with the county is supposed to be kept confidential,  
2 correct?

3 A. That is true, yes, sir.

4 Q. And so -- for whatever reason, you decided you'd  
5 send, you'd send one to Ms. Kathy Fullbright?

6 A. But this isn't the only application I've ever told  
7 her to be confidential about. So, there'd be others out  
8 there too over a period.

9 Q. Can you give me an example of another one?

10 A. Perhaps maybe I think, what's her name, the girl  
11 that was county auditor that was defeated that we  
12 transferred, what was her name, from the county auditor's  
13 office to the finance department. That would have been one  
14 I believe. Mike Holden, who was a former county council  
15 member, he was defeated. He transferred out to the  
16 Sheriff's Office.

17 Q. After he was defeated?

18 A. Yes, sir.

19 Q. And who hired him?

20 A. The sheriff did. I guess.

21 Q. Let me show you what's marked as Exhibit No. 28.  
22 would you agree with me that this is an email, at least  
23 at the top of it, is an email sent by you to Michael  
24 Thompson on August 8<sup>th</sup>, 2008?

25 A. Yes, sir.

1 Q. And it's in response to an email he had sent to you  
2 the same day, correct?

3 A. Yes, I don't know what the attachments are here.

4 Q. Oh, I don't know. I don't know what they are  
5 either.

6 A. It appears to be related to the course work he was  
7 taking.

8 Q. And your, your email, which is on the top,  
9 indicates that you're going to prepare a payment and allow  
10 him to enroll in these courses that he's talking about, the  
11 appraisal courses, right?

12 A. Yes, sir, uh-huh. (Affirmative).

13 Q. So, would you agree with me---

14 A. To continue I think.

15 Q. ---sometime on or after August 8<sup>th</sup>, 2008, Mr.  
16 Thompson started to take appraisal courses that were paid  
17 for by the county?

18 A. Yes, sir, before or on.

19 Q. And if you look back at the one we just looked  
20 at---

21 A. Yes, sir.

22 Q. ---Exhibit No. 27, that was dated August 14<sup>th</sup>,  
23 2008, and it was in connection with the assistant purchasing  
24 manager job, right?

25 A. Yes, sir, right. Right.



1 Q. So, in August 2008, Mr. Thompson has applied for  
2 the assistant purchasing manager job and asked for or made  
3 references to the fact that he's going to go ahead and start  
4 taking appraisal courses, correct?

5 A. Yes, uh-huh. (Affirmative).

6 Q. And in August of 2008, both of these dates are  
7 after the August 5<sup>th</sup>, 2008, council, special council  
8 meeting where Mr. Waldrep made his motion that you were very  
9 concerned about?

10 A. Yes, sir.

11 Q. So, by this time, you are concerned about your  
12 anticipatory breach claim, correct?

13 A. No, I'm not.

14 Q. No?

15 A. Not at that time, no. I didn't even know what  
16 anticipatory breach was at that time.

17 Q. But, but at this point in time you had already  
18 inquired of the South Carolina Retirement System how to buy  
19 service credit, right?

20 A. Yes, sir, right.

21 Q. And you had indicated, I believe -- you were  
22 complaining at this point in time about interference by  
23 Ms. Wilson and Mr. Waldrep with your job, correct?

24 A. I'd been complaining about that for probably two  
25 years.

1 Q. Would it be fair to say this, at least, that Mr.  
2 Thompson began taking and was taking appraisal courses that  
3 were paid for by the county during the very time that you  
4 were negotiating with the county over your severance  
5 agreement?

6 In other words, from September 20<sup>th</sup>, 2008, through  
7 November 18<sup>th</sup>, 2008.

8 A. My attorney was dealing with that committee, yes,  
9 sir.

10 Q. So, during that same time frame Mr. Thompson was  
11 taking appraisal courses and submitting them for  
12 reimbursement through the county, correct?

13 A. Yes.

14 Q. And you were the person signing off on those  
15 requests for reimbursement, right?

16 A. Ministerial duties, yes, sir.

17 Q. If a county employee -- and I'm not talking about  
18 the Sheriff's Department or any of the other elected  
19 official departments, but if a county employee, who reports  
20 to you ultimately, wants to submit a request for  
21 reimbursements for training say --

22 A. Uh-huh. (Affirmative).

23 Q. -- is that more than a ministerial function on your  
24 part, approval of such a request?

25 A. Yes.

1 Q. Do you have -- do you have a say so in whether or  
2 not that gets approved?

3 A. Well, the, the individual, the individual that  
4 worked directly below me would have been the ones, the only  
5 ones I would have a say in.

6 Q. Let me show you Exhibit No. 29, and while I'm at it  
7 I'll just go ahead and show you No. 30.

8 Can you tell me what Exhibits 29 and 30 are?

9 A. I can tell you what the top pages are, but I have  
10 no idea about what these are.

11 Q. What the follow-on pages are?

12 A. Yeah.

13 Q. You've never seen such a page?

14 A. No.

15 Q. I'm not talking about these specific pages, but  
16 have you ever seen pages where applicants for job openings  
17 are listed on a separate page within the county's records?

18 A. It appears to be an affirmative action report. I  
19 never would have seen those.

20 Q. Oh, this is an affirmative action report, that's  
21 what you're saying?

22 A. Yes, these would have been on a billboard  
23 downstairs in a hallway.

24 Q. Right, a cover page of each of these exhibits  
25 you're saying?

1 A. Yes. Right.

2 Q. And then the backup pages are affirmative action  
3 reports maintained by whom?

4 A. Personnel office.

5 Q. Who has the ultimate say in who gets hired for a  
6 position like a Buyer I or Buyer II within the county?

7 Is that something the county administrator decides?

8 A. I would sign off on the P.A.F., yes, sir.

9 Q. And the P.A.F. is a what?

10 A. Personnel action form. I would like to see one of  
11 those.

12 Do you have one?

13 Q. Not that I know of, no.

14 What, what is it, personnel action form?

15 A. That I would have signed, yeah.

16 Q. Signed to show what, that he was hired?

17 A. Yeah.

18 Q. Do you recall---

19 A. Or transferred.

20 Q. Do you recall signing a personnel action form for  
21 Mr. Thompson at some point in time?

22 A. Yes, sir.

23 Q. Do you recall when?

24 A. Towards the end of November I think.

25 Q. Okay. Do you know what happened to it?

1 A. No.

2 Q. And is it your testimony that ultimately you hired  
3 Mr. Thompson for the Buyer II position that's represented in  
4 Exhibit No. 30?

5 A. Yes, sir.

6 Q. And you did that, as you recall, sometime near the  
7 end of November 2008?

8 A. Yes, sir.

9 Q. What happened to the Buyer I position?  
10 Do you know?

11 A. It was filled I think. I mean I'm not sure, but  
12 I'm pretty sure it was filled.

13 Q. Do you agree that Mr. Thompson applied to both  
14 positions?

15 A. Well, he submitted his resume back in August. It  
16 would have been on record for several months. So, any  
17 position in that department or really anywhere in the county  
18 he could have been listed for.

19 Q. The job posting for the Buyer II position reflects  
20 a date of November 19<sup>th</sup>, 2008.

21 Do you see that?

22 A. Yes, sir.

23 Q. Would it be fair to say that the job of Buyer II  
24 for Anderson County came available at some point in  
25 November 2008?

1 A. Yes, sir.

2 Q. And typically would you expect, from your  
3 experience, that posting corresponds fairly close in time  
4 with when the opening is available?

5 A. Yes, sir.

6 Q. And, so, in November 2008, obviously your severance  
7 agreement was being negotiated, correct?

8 A. Yes, sir.

9 Q. Mr. Thompson was the chair of the county council,  
10 right?

11 A. Yes, sir.

12 Q. And Mr. Thompson was seeking to be hired in a Buyer  
13 II position with the county, right?

14 A. Seeking to be hired in the purchasing department --

15 Q. And you were the person---

16 A. -- or the Assessor's Office.

17 Q. And you were the person with ultimate authority to  
18 prove or disapprove the person selected to be hired in that  
19 position, correct?

20 A. Yes, sir.

21 Q. Did you advise anyone on county council that Mr.  
22 Thompson was seeking employment with the county at the time  
23 that he was voting on your severance agreement?

24 A. I didn't advise anyone, no, sir.

25 Q. Did this strike you as a potential conflict of

1 interest that Mr. Thompson was going to vote in favor of a  
2 1.1 million-dollar severance agreement for you on the day  
3 before he comes to see you to have you hire him as a Buyer  
4 II within the county?

5 A. No, sir.

6 You said the day he came in before -- the day he came  
7 to see me?

8 Q. In other words -- well, let me ask you this.

9 A. I don't remember that happening.

10 Q. A vote occurred for the severance agreement on  
11 November 18, 2008.

12 We can agree with that, can't we?

13 The vote on the severance agreement --

14 A. Yes, sir.

15 Q. -- that occurred at the county council meeting on  
16 November 18, 2008?

17 A. Right.

18 Q. Do you agree that Mr. Thompson came to see you  
19 shortly thereafter like the next day or within days of that  
20 vote?

21 A. I saw him that week, but I don't remember what day  
22 he came to see me. I don't remember that.

23 Q. Do you know, one way or another, whether Mr.  
24 Thompson first went to see Mr. Cunningham about the Buyer II  
25 position?

1           A. I don't know what he did at that time. I really  
2 don't.  
3           Q. And if I understood correctly, you read Mr.  
4 Thompson's transcript in this case, did you not?  
5           A. I did.  
6           Q. Did you see in there where he talked about going to  
7 see Mr. Cunningham first?  
8           A. I don't remember that.  
9           Q. That doesn't help you recall whether he did?  
10          A. He -- that's right. He went to go see Michael, I  
11 guess, but I don't remember what day it was.  
12          Q. Right.  
13          A. And then he came, he came to talk to me about it,  
14 that's right. That's correct.  
15          Q. And do you recall, that when he came to talk to  
16 you, he told you that Mr. Cunningham refused to hire him?  
17          A. I don't think Mr. Cunningham had the authority to  
18 do anything at that point in time.  
19          Q. Do you recall that Mr. Cunningham or didn't Mr.  
20 Thompson tell you that Mr. Cunningham related to Mr.  
21 Thompson that it would be a conflict of interest for Mr.  
22 Cunningham to hire him for this job?  
23          A. I think he said that Michael's opinion is that it  
24 would be a conflict of interest.  
25          Q. And then, after that conversation had occurred, Mr.



1 Thompson sees you about the Buyer II job, correct?  
2 A. I think I'd already -- I guess or I may have  
3 already hired him at the time. I don't know. I don't  
4 remember. I need to see a P.A.F. to be able to answer that.  
5 THE COURT: I'll ask you to stop it right there.  
6 Q. Would you agree with me that Mr. Thompson came to  
7 you after---  
8 THE COURT: We're gonna take about a five to ten minute  
9 break.  
10 Court will be in recess.  
11 Thank you very much.  
12 (WHEREUPON, a short recess was taken at this time.)  
13 THE COURT: All right, ma'am. You ready to resume?  
14 MS. ANDERSON: I am.  
15 THE COURT: All right. Come to order please.  
16 Lower the lights for me.  
17 Thank you, sir.  
18 You may proceed.  
19 Q. Would you agree with me that Mr. Thompson came to  
20 you after he saw Mr. Cunningham?  
21 A. Yes  
22 Q. As you're trying to figure out when it happened?  
23 A. Right.  
24 Q. And you would agree that you signed the P.A.F. that  
25 you recall signing sometime in late November 2008?

1       A. Yes. And, again, you need to understand too, this  
2 is not a new hire either. Mr. Thompson was a county  
3 employee.

4       Q. He was a county council member, right?

5       A. Didn't matter. He's a county employee. This is a  
6 transfer. He was already on county payroll.

7       Q. Does that make it better in your mind?

8       A. Well, you don't have to advertise for anyone that  
9 transfers.

10      Q. And I'm not, I'm not concerned about advertising.  
11 I'm concerned about the appearance of impropriety.

12      Do you have an understanding, in your experience  
13 working as a county administrator, what the term appearance  
14 of impropriety means?

15      A. I understand the -- I understand about what fair  
16 is. It doesn't matter if he's a county council member or  
17 not. The guy was certainly qualified to work in the  
18 purchasing department. He was qualified to work in the  
19 assessor's department. He had a Master's Degree. He had a  
20 lot of experience, and he was a, you know, would be a darn  
21 good employee.

22      Q. And, ultimately, you had the final say so in  
23 whether to hire Mr. Thompson or transfer him, however you  
24 want to call it, into a job that's going to pay between  
25 twenty-six and thirty-six thousand dollars a year, correct?

1 A. Yes.

2 Q. And you ultimately decided to do that, right?

3 A. Back in March or February.

4 Q. Well, the decision you made was after November 18,

5 2008?

6 A. No, the decision I made was back in March when I

7 told him I'd give him a job or transfer him. That's when

8 that decision was made.

9 Q. So, there was no way you could reverse that

10 decision?

11 Is that what you're saying?

12 A. I could have, but I didn't. I wouldn't.

13 Q. And the day you didn't reverse your decision was

14 after November 18<sup>th</sup>, 2008, correct?

15 A. That week is when I honored my commitment I made to

16 him back in March.

17 Q. So, you signed off on a form that would guarantee

18 that he was hired to a job that would pay him twenty-six to

19 thirty-six thousand dollars a year, right?

20 A. Yes.

21 Q. After he had just voted for your 1.1 million-dollar

22 severance agreement, correct?

23 A. The two had nothing to do with each other, yes.

24 Q. Can you see how outsiders looking at this situation

25 might come to a different conclusion than you do about

1 whether or not one had anything to do with the other?

2 A. An outsider that doesn't know the facts, sure.

3 Q. Do you realize that, on the list of jobs or the  
4 list of budget items that are going to be used to fund your  
5 severance agreement it's ironic that a Buyer II position is  
6 included on that list?

7 A. I didn't know that.

8 Q. So, he might have voted -- Mr. Thompson might have  
9 voted to defund the very job he turned around and tried to  
10 get from you?

11 A. That's entirely possible. But unlikely.

12 Q. Ultimately do you know whether he got the job as  
13 Buyer II in terms of long term?

14 A. Oh, I know he did not.

15 Q. Do you know what happened, like how it came to be  
16 that he didn't have that job?

17 A. Well, Michael became the administrator and he  
18 decided not to honor that.

19 Q. If you'll look at Exhibit No. 31. I just ask you  
20 if you can identify what this is.

21 Exhibit 31, do you recognize what that is?

22 A. It looks like a request for per diem travel and for  
23 course work he took.

24 Q. And when you say he, you're talking about Mr.  
25 Thompson?

1 A. Yes, sir, Michael Thompson.  
2 Q. If you look at the second page of Exhibit No. 31 --  
3 A. Right.  
4 Q. -- would you agree with me that that's an advance  
5 travel request by Mr. Thompson?  
6 A. Yes.  
7 Q. In other words, he's asking to be paid in advance  
8 for something he wants to do later on, correct?  
9 A. Yes, sir.  
10 Q. And your signature is on this page, correct?  
11 A. Yes, sir.  
12 Q. And it's dated -- tell me if this date is right.  
13 But did you sign it on or about November 26<sup>th</sup>, 2008?  
14 Let me ask it a better way because you know these  
15 forms---  
16 A. It was stamped.  
17 Q. Yeah, and I'm trying to get at this.  
18 A. I signed, I signed it and someone stamped it.  
19 Q. Yeah.  
20 Do you know what order things happen?  
21 I mean do you sign it first and then it goes to the  
22 finance department or does it go to the finance department  
23 first and then you sign it later?  
24 A. It would of come to the office, and I would have  
25 signed it, of course, as a ministerial duty, and then it

1 would have gone back down to finance.

2 Q. Right.

3 would you have signed it on or after December 1<sup>st</sup>,  
4 2008?

5 A. No, no, it would not

6 Q. And would you agree with me that, bottom line, this  
7 reflects that you approved the payment of \$2,749.80 to Mr.  
8 Thompson as an advance on appraisal courses to be taken  
9 after November 26<sup>th</sup>, 2008?

10 A. Yes.

11 Q. In fact, some of those appraisal courses would not  
12 be taken until as late as February 1<sup>st</sup> of 2009?

13 A. Right.

14 Q. And it turns out, Mr. Thompson wasn't working with  
15 the county in any capacity by February of 2009, was he?

16 A. Well, you have to understand, my, my intention was  
17 to hire him because I had promised him a job in March. So,  
18 in my opinion, he was gonna be working there after  
19 January 1. And if he had not been working there, and then  
20 that was gonna be his responsibility or the county's  
21 responsibility to try to get the money back perhaps, you  
22 know, but my thoughts were he was going to be working.

23 Q. If, if it turned out that Mr. Thompson was no  
24 longer affiliated with the county in anyway, and took some  
25 course work on the county's dime after that time, is it your

1 view, just based on your experience with the county, that he  
2 should have paid that money back?

3 A. It would depend. I mean it would depend on the way  
4 the severance would have occurred perhaps.

5 Q. Mr. Preston, I would like to now ask you some  
6 questions about Ron Wilson.

7 A. Yes, sir.

8 Q. How did you first meet Ron Wilson?

9 A. When he got elected to County Council I believe.

10 Q. Do you remember what year that was?

11 A. No, I don't. Six years ago perhaps.

12 Q. And was Mr. Wilson one of the ones you mentioned  
13 earlier that ran on a platform of firing you?

14 A. Maybe you should reword that. He made statements  
15 similar to that, similar to that.

16 Q. And, so, I take it when you first met Mr. Wilson,  
17 he was -- at least he had indicated, to some degree, that he  
18 was not happy with your performance as the county  
19 administrator?

20 A. Yes, sir.

21 Q. Did you know that Allison Schaum was Mr. Wilson's  
22 daughter?

23 A. At what point in time?

24 Q. At any point in time.

25 A. I learned it, yes, sir.

1 Q. When did you learn it?  
2 A. It was right before I had invited some members of  
3 the community, farming community, to attend a presentation.  
4 Q. And what kind of presentation?  
5 A. It was a presentation that she made to several  
6 entities that were involved with sustainable farming, the  
7 sustainable farming business in, in Anderson County. It was  
8 just before that.  
9 Q. And how did you learn that Ms. Schaum was the  
10 daughter of Mr. Wilson in connection with that meeting?  
11 Someone -- apparently someone told you that?  
12 A. I think I learned it from either The Farmer's  
13 Market manager or his supervisor who was also at that  
14 meeting. So, I don't recall which one told me.  
15 Q. And who are those people?  
16 who's The Farmer's Market manager?  
17 A. At that time --  
18 Q. At that time.  
19 A. -- it was Brandon Grace.  
20 Q. Who was his manager?  
21 A. Michelle Ricketson.  
22 Q. Did Ms. Schaum make a pitch for a consulting  
23 agreement with Anderson County at some point?  
24 A. I haven't seen -- I don't have a copy of her --  
25 that presentation.



1 Do you have one of those?  
2 Q. Not with me, but I think I've seen it.  
3 A. I'd like to see that. I think part of that was her  
4 analysis of the importance of the farming or agriculture to  
5 the community and to local business and, and the economic  
6 development impact. Seems like I remember some of that  
7 there too.  
8 Q. You've got 32 in front of you, and I'm handing you  
9 Plaintiff's Exhibit 33. I think they come in the reverse  
10 order of the way I've numbered them, but I think 33 comes  
11 first in time.  
12 would you agree with that?  
13 A. Yeah, but there's more to it than that.  
14 Q. Okay. What is, what is 33 and what's missing?  
15 A. It looks like there's other graphics not there. It  
16 doesn't look like all of it.  
17 Q. Well, what -- and it looks like to me like 33,  
18 which is Bates numbered JP344 through 346, is a three page  
19 document that is complete in terms of -- it appears to have  
20 all the pages of this particular document with Ms.  
21 Schaum's---  
22 A. Right.  
23 Q. ---signature block at the end. But it sounds like  
24 what you're saying is there may have been some additional  
25 information attached to this as well.

1 A. I think so.

2 Q. And what was that additional information?  
3 Do you recall generally?

4 A. No, I don't recall. I just -- there's just more to  
5 it than this. I had a packet -- it was a proposal package I  
6 believe. I don't remember. This is the cover letter.

7 Q. Okay. Do you recall receiving this cover letter?

8 A. I don't know that I got the cover letter directly  
9 to me. It might have been part of that proposal that was  
10 made over at the Sullivan's Restaurant.

11 Q. And the proposal that Ms. Schaum made then was a  
12 proposal made at Sullivan's Restaurant?

13 A. Yes. In the conference, in their conference room  
14 that they have there.

15 Q. Do you recall who the audience was?

16 A. Most of them -- I think there were several. It was  
17 probably around, I don't know, ten to twelve individuals  
18 that were active in the farming community under the  
19 Anderson -- I see Joe Nimmier's name. He was over the county  
20 school board or their -- he was the food service director.  
21 So, he was kind of the go to guy for the county school  
22 board, which that school board manages all five of the  
23 school districts, their food, cafeteria, cafeterias in  
24 Anderson County. I think Farm Bureau was there. I believe  
25 we had The Farmer's Market manager there. We had the

1 community relations division director there at the time.

2 We had -- I remember The Farmer's Market board was  
3 represented. It was either two or three of them that were  
4 there. The Department of Agriculture was there. I'm just  
5 trying to -- it was a round table. I'm trying to remember  
6 who all.

7 Q. Well -- and let me ask this because I---

8 A. We had -- also I had representatives there -- I  
9 think they had like an Anderson Restaurant Association or  
10 something. They had like a -- I'm not sure if it was either  
11 Kay or Val who were like in charge of that who owned a local  
12 downtown restaurant. So, there were several people there.

13 Q. But the presentation itself was actually made by  
14 Ms. Schaum?

15 A. Yes, I think AG -- the Department of Agriculture  
16 had something to do there too. They -- they were there to  
17 watch the presentation and they came in with their, their  
18 spill about how the State was moving towards this big  
19 marketing program to try to promote sustainable agriculture.

20 Q. Let me direct your attention to Exhibit 32 if I  
21 might---

22 A. Yes.

23 Q. ---and ask you what that is.

24 A. It's an agreement between Anderson County and the  
25 Palmetto A.G. Consultants.

1 Q. And what's the date of that agreement?  
2 A. It says dated September 4<sup>th</sup>.  
3 Q. Is that your signature on the first page of Exhibit  
4 32?  
5 A. Yes, I believe it is.  
6 Q. Did you sign this agreement on behalf of Anderson  
7 County?  
8 A. Yes. Yes  
9 Q. Would you agree with me that you, as Anderson  
10 County administrator, had the authority to sign this  
11 contract on behalf of Anderson County?  
12 A. Yes.  
13 Q. And did you have the authority to reject this  
14 proposed contract prior to signing it?  
15 A. Yes.  
16 Q. So, ultimately you made the decision to enter this  
17 agreement with Ms. Schaum's company, correct?  
18 A. At the advice of this working committee and The  
19 Farmer's Market board and the advice from the Department of  
20 Agriculture, yes.  
21 Q. You thought it was a good idea to hire her firm?  
22 A. Absolutely.  
23 Q. And did she have any experience in the agriculture  
24 industry that you know of?  
25 A. Well, she, she had experience working with an

1 organization which is kind of the guru of sustainable  
2 agriculture in North and South Carolina, which is the  
3 Carolina Farmers Stewardship Association, which is really  
4 about the only entity in North and South Carolina that is  
5 involved with this type of thing.

6 Q. And in the agreement itself, which is Exhibit No.  
7 32, is there an attached appendix?

8 A. Yes.

9 Q. And does that outline some of the terms of the  
10 agreement?

11 A. Yes.

12 Q. Does it include a rate of \$65 an hour payable to  
13 Ms. Schaum's company for work done pursuant to the  
14 agreement?

15 A. Yes, sir, that's what it says.

16 Q. How did you settle on a \$65 an hour rate?

17 A. I don't remember. I remember her proposing a rate  
18 and I think she wanted health insurance too with the county,  
19 and I explained to her that we would not provide health  
20 insurance to a private contractor like that. So, I don't  
21 know if this is modified, modified to show the health  
22 insurance number or not. I can't recall.

23 Q. So, in other words, if she's not an employee of the  
24 county, the county's not providing health insurance for her,  
25 is that correct?

1 A. Right.

2 Q. Exhibit 33, was that an initial, was that an  
3 initial proposal, and I know it's not complete, you said  
4 there were attachments to it, but is that an initial  
5 proposal as made by Ms. Schaum?

6 A. It's a proposal, but it doesn't look like it's  
7 complete, and I just remember it being more than, you know,  
8 these three pages.

9 Q. If you look at the third page of Exhibit 33, the  
10 second to the last paragraph.

11 A. Right.

12 Q. It includes an agreed upon hourly rate for services  
13 performed under this proposal as \$20.

14 A. Right. That ties back into what I just told you.

15 Q. So, is that what Ms. Schaum was originally  
16 proposing was \$20 an hour?

17 A. And she wanted, when she sent that, I remember  
18 having a conversation with her. She thought she was signing  
19 up for county health insurance benefits.

20 Q. And, so, help me out here, but the difference  
21 between \$20 an hour and \$65 an hour strikes me as far in  
22 excess of what one needs to pay for health insurance?

23 A. I don't have. I think what she did is, you know,  
24 for \$20 an hour, there were a lot of things that she really  
25 wasn't, you know, including in with that. I remember her

1 saying I can't do this. I can't do this work for \$20 an  
2 hour. I told her to then give me a proposal that shows me,  
3 you know, what a fair rate would be in order to get the work  
4 out of her to develop these programs.

5 Q. Exhibit 33 that we just looked at, that was a  
6 proposal made by Ms. Schaum, correct?

7 It wasn't made by the county, in other words?

8 A. Right.

9 Q. And in it she's the one who put the \$20 an hour  
10 figure, right?

11 A. Right.

12 Q. And somehow the figure in the contract, Exhibit 32,  
13 ends up being \$65 an hour?

14 A. So we negotiated.

15 Q. I'd say that's a pretty good negotiation for  
16 somebody who asks for \$20 an hour and you end up giving her  
17 \$65 an hour. More than she asked for.

18 A. Not necessarily. When we discussed going through  
19 these negotiations or talking with her about this and  
20 talking with the county staff and realizing what we wanted  
21 to do here, that's where it ended up was at the \$65 an hour.

22 Q. And would you agree you were the person ultimately  
23 with the approval authority over the rate to be agreed upon  
24 by the county?

25 A. Yeah. Mind you that what I did here was based on a

1 recommendation too from this working committee that I had in  
2 place that she worked with.

3 Q. And would you agree that Exhibit No. 32, the  
4 contract with Allison Schaum's company dated September 4<sup>th</sup>,  
5 2007, includes no provision for any pay-out to her company  
6 if she is terminated by the county?

7 A. Yes, sir.

8 Q. And why was that?

9 A. I don't know. She didn't put it in there.

10 Q. And did you offer to give her a termination  
11 provision?

12 A. No.

13 Q. And Ms. Schaum's company started working for the  
14 county, would you agree, sometime on or after September 4<sup>th</sup>,  
15 2007, pursuant to this agreement, Exhibit No. 32?

16 A. Yes, sir, right.

17 Q. Let me show you what's marked Exhibit 34.  
18 Do you recognize Exhibit 34?

19 A. It's an unsigned copy of the amended contract.

20 Q. And I'm going to give you now Exhibit 35 as well  
21 because it may be that you'll want to see them both  
22 together.

23 A. Sure.

24 Q. Tell me what Exhibit 35 is.

25 A. Which, Exhibit 35?



1 Q. Right.  
2 what is that?  
3 A. The signed contract.  
4 Q. So, Exhibit 35, would you agree with me, is a  
5 signed contract between Palmetto Agricultural Consultants  
6 and Anderson County?  
7 A. It's an amended contract of this right here.  
8 Q. When you say amended contract, what do you mean?  
9 A. Well, it's a continuation. This is a  
10 month-to-month contract. This is not a month-to-month  
11 contract.  
12 Q. When you say this, you mean Exhibit 32?  
13 A. Yeah.  
14 Q. Let me start with a new question.  
15 Exhibit 35, would you agree with me that that's a  
16 contract between Anderson County and Palmetto Agricultural  
17 Consultants?  
18 A. Yes.  
19 Q. Would you agree that it's dated November 1<sup>st</sup>, 2008?  
20 A. Right.  
21 Q. Any reason to think you signed it at a date  
22 different than November 1<sup>st</sup>, 2008?  
23 A. No.  
24 Q. So, November 1<sup>st</sup>, 2008, it is a period of time in  
25 which your severance agreement with Anderson County is being

1 negotiated by the personnel committee, correct?

2 A. Yes.

3 Q. And Ron Wilson, the father of Allison Schaum, is  
4 the chair of the personnel committee, right?

5 A. Yes, sir.

6 Q. This contract, Exhibit 35, was first presented to  
7 you by Ms. Schaum, was it not, a draft proposal for this  
8 contract?

9 A. Are you talking about this?

10 Q. Yeah, look, look at Exhibit 34.

11 A. Yeah. Okay. Yes, sir.

12 Q. Would you agree with me -- I mean let me ask it  
13 this way I guess.

14 who had the idea that a new contract should be entered  
15 with Palmetto Agricultural Consultants in 2008?

16 A. She, she and I talked about this before that was  
17 ever done cause that was a month-to-month contract, and, you  
18 know, this is new program that was getting started up. This  
19 particular program was.

20 But you need to understand something too, that this  
21 agricultural thing, The Farmer's Market, that had to be  
22 going back to 1998. I mean the county council, back in '98  
23 and '99, voted to go ahead and to build a brand new Farmer's  
24 Market to really focus and to start to work with the farmers  
25 in the community. So, you know, that was over a period of

1 time, and we went -- I think we went through three different  
2 Farmer's Market managers over that period of time, a couple  
3 of part-time guys, that came in.

4 Got that, got that operation organized and then, as a  
5 result of that, there was a, there was a demand from the  
6 farmers to try to expand the markers out there a little bit.  
7 So, it was a hot topic too back in the, you know, mid, mid  
8 2000's.

9 So, she came along and brought her company and wanted  
10 to make a proposal and I brought the right people together  
11 to hear that proposal and to hear what she was talking  
12 about. And, you know, I agreed to a month-to-month to see  
13 if it would work, and over that period for a year it was, it  
14 was successful. This was the only one that I knew of, in  
15 South Carolina, that, that had all the right components to  
16 it, you know, for developing a sustainable agriculture  
17 program and actually it became a model across the State that  
18 is completely canned now.

19 I remember several counties down in the lower part of  
20 the State that were, that were contacting our farmer's  
21 market manager to see exactly what we were doing and how we  
22 were doing it. So, the month-to-month, and during this  
23 month-to-month, this year, she worked hard. She didn't work  
24 as much as we wanted her to work. We wanted her to work  
25 more, but she worked hard. She did a lot of good things in

1 the community.

2       You know, she coordinated two very successful  
3 conferences in our county, which were unheard of. She  
4 helped raise money to put these conferences on, and she  
5 wrote several grants and developed several contracts that  
6 really was -- it was a new thing to these, to these schools.  
7 And then got the idea out there to local businesses and  
8 restaurants.

9       So, she did -- she went way above and beyond. Had a  
10 great working relationship with my county staff. The  
11 Farmer's Market manager wanted her more, more hours.

12       Q. Was there anything about the Exhibit No. 32, that  
13 contract with Allison Schaum's company, that would have  
14 prevented her from working more hours like The Farmer's  
15 Market people wanted her to?

16       A. No, she wanted to. You know, she, she worked what  
17 she worked. We wanted her to work more hours, and I asked  
18 her to work more hours. I mean, you know, Brandon Grace and  
19 The Farmer's Market board, they wanted her to work more  
20 than, you know, what she was currently working.

21       Q. And what I'm trying to figure out, Mr. Preston, is  
22 why was there any need to have a new contract drafted for  
23 Palmetto Agriculture Consultants less than a year after the  
24 initial contract or about a year after the initial contract?

25       A. Have you ever written a grant before?

1       when you write a grant, especially when it's a school  
2 district, the school board takes on the grant application.  
3 If the county, which it's a separate governmental entity,  
4 goes to the county school board. Okay. And then they pick  
5 three school districts. Why they pick those three I don't  
6 know. They pick those three school districts to apply for  
7 grants.

8       There's time commitments and an expense and at sometime  
9 often matching funds that are required from these entities  
10 in order to apply to get these grants and these programs  
11 which have time requirements on them. So, we're out there,  
12 you know, at the suggestion of all these people to build  
13 this great program that I was eventually going to submit it  
14 to the Association of Counties for the J. Mitchell Graham  
15 Award.

16       We're, we're asking them to participate in this  
17 program. We're going out and we're soliciting businesses to  
18 participate in this program. We're encouraging farms,  
19 farmers to go out there and to convert their farms to  
20 sustainable agriculture farms and to sign contracts to  
21 produce a certain amount of tomatoes and whatever they were  
22 selling or doing. So, we're asking them to make that  
23 financial commitment, and then there's a possibility the  
24 county's just going to turn around and walk away from it.  
25 That's why.

1 Q. And I'm asking what about that required the county  
2 to consider changing Ms. Schaum's contract from a  
3 month-to-month to a contract that allowed for a three year  
4 severance provision?

5 A. I just answered your question. It keeps her  
6 engaged. It requires that she have to do some work. But  
7 there's no -- you know, she doesn't have to work 20, 30, 40  
8 hours a week, but she has to work. She has to continue to  
9 work on these programs.

10 Q. Doesn't she have to continue to work on the  
11 programs under contract Exhibit No. 32 if she wants to get  
12 paid?

13 A. On a month-to-month, yeah. On a month-to-month.  
14 But this can be ended on a month-to-month, which means all  
15 of these people are absolutely screwed, the people that  
16 signed on and got on board, that we got them to make a  
17 financial commitment. We, we got them on board to make a  
18 financial commitment. We needed her to stay around to work  
19 on this, and what I'm saying actually proved to be true.

20 After, after, you know, I left, they never got rid of  
21 her, I don't think, but they cut her hours. They reduced  
22 her hours, and -- but she continued to work on the program.  
23 Now this program's, I don't know where they are right now,  
24 but at least the obligation or the, you know, I don't know  
25 what's happening to them.

1 Q. So, basically to say Ms. Schaum came to you about a  
2 year after the initial contract was signed that was gonna  
3 give her \$65 an hour with no limit on the amount of hours  
4 she could work, right?

5 A. I told her a year before this contract was ever  
6 signed, I told her a year, I said, you do a good job and  
7 we'll look at extending that contract and we'll get our  
8 program up and running. I told her that a year earlier.

9 Q. She had normally been on the amount of time she  
10 could work under Exhibit No. 33, correct?

11 A. She did. I don't think she could work any more  
12 than a certain amount of hours, and also, it plays into, you  
13 know, to come to the budget situation too is we needed to  
14 make sure we could provide the funding to pay for her.

15 Q. And, in the end, she sends you October 27<sup>th</sup>, 2008,  
16 she sends you a new draft contract, correct, and that's  
17 Exhibit No. 34?

18 A. Yes. Right.

19 Q. She sent that to you, right?

20 A. Right.

21 Q. Who drafted that contract?

22 A. She, she did.

23 Q. So, she provided you a proposal that she wants you  
24 to consider for her new improved contract, correct?

25 A. Right.

1 Q. And then you ultimately signed a new contract with  
2 her, which was Exhibit 35, right?

3 A. Right.

4 Q. What she proposed to you has a termination  
5 provision in it, doesn't it?

6 A. Yes, sir.

7 Q. In other words, if she's terminated, she gets up to  
8 what, three years worth of pay?

9 A. If it's terminated.

10 Q. Right.

11 A. Right.

12 Q. And---

13 A. But understand, the council could cut her hours  
14 down. She didn't have to work 35 or 40 hours a week. They  
15 could cut it down to one hour a week and they wouldn't  
16 violate this contract.

17 Q. So, what's the---

18 A. It was not a bad deal for the county because it  
19 kept her engaged in dealing with these programs that we got  
20 them to go participate in, and these businesses that had  
21 already signed these contracts with these farmers and these  
22 farmers had signed contracts with these businesses. It  
23 keeps her engaged. There's not that much of a final  
24 obligation again.

25 Q. Now, explain to me, Mr. Preston, how am I more



1 engaged, if I'm Allison Schaum, if I'm getting \$65 an hour  
2 for pretty much however many hours I want to work?

3 A. Not how many. I think there's a cap on that.

4 Q. Okay. Tell me how I'm more engaged because I have  
5 Exhibit No. 34, which all it does is tells me if I'm fired,  
6 I get a big fat check.

7 How am I more engaged to do my work under this  
8 contract, Exhibit 35, than I am under 32?

9 A. It keeps her around to follow through on what the  
10 commitments of the county had made to these other entities.

11 Q. And it does that how, because it requires the  
12 county not to fire her?

13 A. She can't go, she can't go anywhere. She's got to  
14 stay here and continue to work. She's got responsibilities  
15 too.

16 Q. Well, like you said, the county can cut her down to  
17 one hour a week?

18 A. And they cut her down. I don't know how much, but  
19 I think it's pretty consistent over a period of time from  
20 what I heard.

21 Q. Would you agree with me that that's one of the  
22 biggest differences between the contract, that's Exhibit No.  
23 32 and the contract, contract that's Exhibit No. 35, is that  
24 Exhibit 35 includes a three year pay-out if she's terminated  
25 by the county?

1 A. It's one of the differences.

2 Q. That's one of the biggest differences?

3 A. Yeah, but also the big difference too is when this  
4 one was signed, none of this was around. Now all of this  
5 stuff is around. Therefore, this one's signed.

6 Q. And all this stuff---

7 A. Being grants the county -- the school districts had  
8 applied for all, these different conferences. Everything  
9 that that program was doing, the endorsement from the  
10 Department of Agriculture, you know, different, two  
11 different points in time.

12 Q. And what did Schaum ask you for, in Exhibit No. 34,  
13 was a contract that included a three year severance  
14 provision that would pay her as if 20 hours per week had  
15 been invoiced for her work, correct?

16 A. Yes, that's right.

17 Q. And what you actually gave her was a signed  
18 contract, Exhibit 35, that said you would give her if she's  
19 terminated---

20 A. Uh-huh. (Affirmative).

21 Q. ---three years worth of time at 30 hours per week?

22 A. We wanted her to work more hours.

23 Q. What does that have to---

24 A. We just did. We wanted to cap it to where she  
25 could work more hours because she needed -- we needed her

1 more.

2 Q. Well, what does the termination provision, the  
3 richness of the termination provision, have to do with how  
4 much Ms. Schaum is gonna actually work under her contract?

5 A. It makes it less likely that, that people could  
6 come in and politicians could come in and pull out of  
7 agreements that the county had made with all these other  
8 governmental entities and businesses. It keeps the program  
9 in effect.

10 Q. So, you're tying the hands of the so called  
11 politicians, the county, right?

12 That's what you're doing?

13 A. No, I'm not. I'm not tying the hands. You know,  
14 maybe to a limited degree. But they could cut back her  
15 hours if they didn't want to pay her.

16 Q. But that's what I'm getting at, Mr. Preston. What  
17 you're talking about doing with this termination provision  
18 is only negatively impacting the county's side. It's not  
19 negatively impacting Ms. Schaum's, is it?

20 A. How it is only negatively impacting because you've  
21 got a positive impact over here. I mean if you pull out of  
22 this, you're gonna have someone over here to administer  
23 these grants and these programs. That's going to negatively  
24 impact the county too and these school districts because  
25 they're going to have to turnaround and pay up, pay money,

1 that they, you know, that they didn't currently or they had  
2 budgeted this that are not going to do them any good.

3 Q. Let me just ask you this.

4 You're the one who agreed to give her a termination  
5 provision 50 percent greater than what she had asked you  
6 for, right?

7 A. Ten dollars an hour or something is what you're  
8 saying?

9 Q. Instead of twenty -- instead of basing it on 20  
10 hours a week, you based it on 30 hours a week?

11 A. Ten dollars an hour. So, twenty, thirty, yeah.

12 Q. For three years?

13 A. Right, uh-huh. (Affirmative).

14 Q. Even though she hadn't asked for it?

15 A. Well, she didn't ask for it, but my staff, we, we  
16 talked about this. I mean we felt like this was the best  
17 thing to do for the county.

18 Q. I understand, I understand your position.

19 I'm just asking who made the call and you made the  
20 call, right?

21 A. At the recommendation of my staff, employees, and  
22 people in the community that were working on these programs.

23 Q. And in actuality, Ms. Schaum didn't work anything  
24 close to 30 hours a week during the year leading up to the  
25 contract you signed as Exhibit 35, correct?

1           A. The staff was talking to her about that. She felt  
2 she -- they were trying to get her to work more, and I guess  
3 she was moving in that direction. You know, I think it had  
4 something to do with her farm or whatever she was doing, and  
5 several of those weeks too I think she exceeded and she just  
6 didn't bill.

7           Q. Let me ask it this way then if you don't agree with  
8 that statement.

9           Don't you agree that the contract you signed with  
10 Ms. Schaum's company November 1<sup>st</sup>, 2008, is a much better  
11 contract for Ms. Schaum and her company than the one she was  
12 previously working under in terms of its financial  
13 arrangements?

14          A. I agree it's a much better contract for the county.

15          Q. For the county?

16          A. Yes, sir, I do.

17          Q. And do you agree it's also much better for her?

18          A. I think it's better for her. She, you know, she  
19 doesn't -- like I said, she's not required to work those  
20 hours, but, at the same time, she's required to be there.

21          Q. And under the first contract, the county could  
22 terminate her at anytime and not pay her a dime, correct?

23          A. Month-to-month, yeah.

24          Q. So, within a month they could terminate her and not  
25 pay her anything more?

1 A. We didn't have any programs either when we first  
2 started that contract. Over the course of the year we  
3 developed a program.

4 Q. And you were locked into her because, if you paid  
5 her, if you terminated her, you had to pay her for three  
6 years worth of work that she didn't have to do?

7 A. That's why she wasn't going to go anywhere. She  
8 was going to stay there and work with these school  
9 districts, these businesses, and meet all the obligations  
10 that we made to the community.

11 Q. And that happened during the very time that Ron  
12 Wilson, Ms. Schaum's father, was chairing the personnel  
13 committee that was deciding whether to pay you a  
14 1.1 million-dollar severance package?

15 A. The two had nothing to do with each other.

16 Q. I understand your position, but you agree with me  
17 that's when it happened, right, during that very time?

18 A. Right after that last major conference that had a  
19 \$70,000 impact for our local community and we---

20 Q. Listen to my question.

21 MR. DAVIS: He's answering your questions.

22 Q. He can, he can explain all he wants. I'm asking a  
23 very simple question.

24 Don't you agree with me that, November 1<sup>st</sup>, 2008,  
25 which is the day you signed that second contract with

1 Ms. Schaum's company, was right in the middle of the  
2 timeframe when Ron Wilson, her father, was serving on the  
3 personnel committee that was negotiating the  
4 1.1 million-dollar severance agreement for you?

5 A. An independent individual that had nothing to do  
6 with her.

7 Q. Is that a yes to my question?

8 A. Yes.

9 Q. Did you ever make any effort to advise the council  
10 members who were gonna vote on your severance agreement or  
11 members of the public at large that you had signed the  
12 second contract with Allison Schaum's company on  
13 November 1<sup>st</sup>, 2008?

14 A. I would have no reason to do that.

15 Q. Do you know who Amy Plummer is?

16 A. I do.

17 Q. Who is she?

18 A. She's a -- was a local real estate salesperson. I  
19 think she's in school now full-time.

20 Q. Do you recall that Bill McAbee recused himself from  
21 certain county council votes because he indicated that a  
22 business associate of his, Ms. Plummer, might be involved in  
23 the transaction?

24 A. I remember that. I do. I don't remember which  
25 parcel of property it was about. But I do remember that.

1 Q. Let me show you Exhibit 37.

2 A. All right. Thank you.

3 Q. Do you agree, do you agree, in general terms, that  
4 Mr. McAbee traveled frequently with Ms. Plummer?

5 A. Yes, sir.

6 Q. This document in front of you, which is Exhibit No.  
7 37, is this something that you recall Mr. McAbee seeking  
8 reimbursement for from the county, a Rail Trends conference  
9 in 2008?

10 A. I know he went to some Rail Trends conferences. My  
11 name's not on this. So, I don't know, you know, if I've  
12 seen that or not.

13 Q. When county council members travel and seek  
14 reimbursement from the county, does that reimbursement have  
15 to be approved by you in the end?

16 A. Not approved. According to the internal auditors,  
17 I have to sign off on all the transactions. I mean I really  
18 didn't want to have to approve anything my bosses did, but  
19 they said I had just to initial them.

20 Q. So, if Mr. McAbee sought reimbursement for any  
21 travel he did from the county and was going to seek  
22 reimbursement from the county, you ultimately -- it would  
23 have to cross your desk, right?

24 A. I would have to -- I would have to sign it, yes,  
25 sir.



1 Q. And in this case, you did, in Exhibit No. 38, I  
2 believe, but tell me if I'm wrong.  
3 A. I signed off on this. That's my initials there.  
4 Q. On Exhibit 38, that's page---  
5 A. I didn't approve it now understand. This is a  
6 ministerial duty. I didn't approve anything that they did.  
7 Q. well, look at the page you just showed me.  
8 A. Uh-huh. (Affirmative).  
9 Q. There's a handwritten note on that, is there not?  
10 Do you see it?  
11 A. Yes, I'm having a hard time reading it, but I see  
12 it.  
13 Q. I'll read it to you then.  
14 A. All right. Go ahead.  
15 Q. Per Mr. P, do not restrict to \$28 per diem amount.  
16 Pay actual expenditures, and there's a 10/27/08. Then it  
17 says Michael discussed this with Mr. P. Related the above  
18 to me.  
19 Do you know whose handwriting that is?  
20 A. It looks like Rita Davis.  
21 Q. It is.  
22 A. Yeah.  
23 Q. And then your okay and initials are below it,  
24 right?  
25 A. That's right.

1 Q. So, did you have to approve payment of expenditures  
2 in excess of the \$20 per diem amount?

3 A. Well, there were two ways they could get their  
4 reimbursement. One would be just direct dollar-for-dollar  
5 or they could ask for per diem and economic development  
6 trips, which is what he said these were. They're usually  
7 dollar for dollar. Not a per diem. I don't know -- I don't  
8 know if he got per diems or not on any of his trips. I  
9 don't remember.

10 Q. Would you agree that Mr. McAbee was reimbursed for  
11 \$2,606.90 for his attendance at this Rail Trends conference  
12 in October 2008?

13 A. Yes, sir.

14 Q. And you agree that he traveled to that conference  
15 with Ms. Plummer?

16 A. She was his appointee to the Economic Development  
17 Board.

18 Q. Let me show you one other one. 39.

19 Does Exhibit 39 tell you that Mr. McAbee received  
20 reimbursement for \$2,812.82 for attendance at a Coal  
21 Gasification Technologies Conference in 2008?

22 A. Yes.

23 Q. In fact, the check is dated October 15<sup>th</sup>, 2008, is  
24 that right?

25 A. Yes, sir.

1 Q. And your initials appear on the first page of  
2 Exhibit No. 39, correct?

3 A. Yes, sir.

4 Q. And you say that that was purely ministerial?

5 A. Yes, sir.

6 Q. And Mr. McAbee traveled to the Coal Gasification  
7 Technologies Conference with Ms. Plumber, correct?

8 A. Yes, I mean I assume he did. I don't remember if  
9 he did unless her name is on here.

10 Q. And both of these documents, 38 and 39, actually  
11 you can look at 37 as well if you'd like that shows the  
12 dates, would you agree with me that these trips, these two  
13 trips by Mr. McAbee occurred after he was -- after he had  
14 lost the primary election?

15 A. Yes.

16 Q. Are you aware of any economic benefit to Anderson  
17 County that resulted from these two trips that are reflected  
18 in Exhibits 37, 38, 39?

19 A. Well, I know that that Rail Trends conference was  
20 helpful in trying to save that railroad down in Belton.  
21 McAbee was the go to guy that the county council members  
22 would go to to discuss rail issues with. I don't know if  
23 you're aware of what happened with that railroad down there.

24 Q. What I'm trying to get at is tell me what evidence  
25 you have that Mr. McAbee's two trips that were reflected in

1 Exhibits 37, 38 -- 38 and 39 resulted in an economic benefit  
2 to Anderson County?

3 A. Anderson County received a letter from CRX I  
4 believe at some point in time and it was in, it was in  
5 '08 or '07, I'm not sure, that was a required letter that  
6 was sent out to the governmental entity over the  
7 jurisdiction that the rail fell in. And the letter, if I  
8 remember correctly, stated that CRX intended to abandon a  
9 certain amount or mileage of track that was in the proximity  
10 of -- ran between Belton and Williamston, and that created a  
11 lot of excitement in the economic development community in  
12 Anderson in that we didn't have a lot of rail sites to offer  
13 anyway in Anderson County.

14 So, council directed me to try to come up with -- to  
15 try to find some way in order to try to save that railroad  
16 not short of the county purchasing it, instead of the county  
17 purchasing the rail line, and Mr. McAbee had always been  
18 interested in transportation issues. I think his family was  
19 like, you know, they ran some type of trucking company or  
20 something.

21 So, the guy, I don't know if you've talked to him or  
22 not, he's brilliant especially in the areas of  
23 transportation issues. He knows his business and has served  
24 as chairman or member of the Economic Development Board and  
25 several other economic development committees and rail was

1 his thing. He was trying to -- he was interested too in  
2 trying to get the economic development departments to and  
3 county council to adopt some, some part of their  
4 comprehensive economic development plan, a policy that would  
5 encourage the county to try to go after the, exactly what's  
6 being built right now in Greer with BMW, you know, in  
7 Anderson, Anderson County.

8 So, yeah, it benefits and he knew, he knew these -- he  
9 knew rail extremely well, and anytime, you know, rail issues  
10 would come up with the county council or economic  
11 development meetings, he knew it. He could answer. So,  
12 yeah, I mean that was a great educational, I think,  
13 experience for him. That's my opinion.

14 Q. How do you tie Mr. McAbee's trip, in October 2008,  
15 to the Rail Trends conference to the CSX rail line that you  
16 just mentioned?

17 Are they directly related to each other?

18 A. I don't know if they're directly related, but it  
19 was nice to have an expert on council that actually knew  
20 something about rail because our economic development  
21 department, department didn't know that much about it.

22 Q. And when did the CSX, CSX rail line that you just  
23 talked about, when did that occur?

24 A. I told you like '07. I believe early part of '08.

25 Q. So long before---