

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

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 Withdrawn, Substituted, and Refiled August 16, 2017)

Anderson County.....Petitioner,

v.

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

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

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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Roger L. Couch, Circuit Court Judge

Case No. 2013-002499

Anderson County Appellant,

v.

Joey Preston and The South Carolina Retirement System Respondents.

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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Anderson County, South Carolina, on the 29th through 31st day of October and 1st, 2nd, and 5th day of November, 2013.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

December 16th, 2013



PAMELA E. GREEN, Court Reporter

1 THE COURT: Yes, sir, you may.
2 All right. This is the deposition of Edwin Moore, is
3 that correct?
4 MR. DAVIS: Yes, sir.
5 THE COURT: And I believe you've submitted your
6 objections, is that right?
7 MR. TESSIER: Your Honor, this is the one that we'd
8 like to have a side bar on.
9 MR. DAVIS: Oh, we do, Your Honor. I, I agreed to
10 certain arrangements with respect to this transcript.
11 THE COURT: So, why don't we, why don't we take a short
12 break and I'll see you in the conference room that we've
13 been using for this case?
14 (WHEREUPON, a short recess was taken at this time.)
15 MR. DAVIS: Your Honor, may I approach?
16 THE COURT: You may, yes, sir.
17 (WHEREUPON, a bench conference was held at this time.)
18 THE COURT: All right. I believe we're ready to begin
19 then with the deposition of Edwin Moore.
20 You may proceed, ma'am.
21 MS. ANDERSON: Yes, Your Honor.
22 Q. Can you please state your full name for the record?
23 A. Edwin E. Moore.
24 Q. Where do you live?
25 A. [REDACTED]

1 Q. What was your date of birth?
2 A. [REDACTED]
3 Q. Are you married?
4 A. Yes.
5 Q. What's your wife's name?
6 A. Christine Moore.
7 Q. Is that your first wife?
8 A. Second wife.
9 Q. Tell me about your educational background.
10 A. I took college courses, dropped out of Clemson,
11 took some courses at Anderson College, different places. My
12 work required me to take courses and I took courses along.
13 Went to real estate school at Wyatt, passed it, and went to
14 auctioneer school in Kansas City, Missouri and passed the
15 auctioneer license.
16 My job has required me to take additional courses.
17 When I was in California, I took courses that Fluor sent me
18 to and taking continuing education. They require you to
19 take at least 40 hours of continuing education a year, and I
20 took courses, engineering courses, different places.
21 Q. What degrees have you obtained?
22 A. I do not have any.
23 Q. How about professional licensure?
24 Do you have any?
25 A. No.

1 Q. Can you go through your work history for me?

2 A. Started out at Clark Schwebel Fiberglass. Left
3 there and went to the Sheriff's Department and worked at the
4 Sheriff's Department as a deputy sheriff for about four
5 years. Left there and started in construction with Daniel
6 Construction, and worked my way up over the years. I worked
7 at Savannah River site.

8 Then I when back to Fluor Daniel and worked with them
9 for 20 years. Started out as a designer, worked my way up
10 to an engineering design supervisor with them, and then the
11 work got slow and our department went from a thousand people
12 down to less than a hundred, and I went on a leave of
13 absence, and then I ended up getting laid off. Then I left
14 and I've been over at Jacobs now for a little over a year.

15 Q. What do you do there?

16 A. I'm a senior piping designer in engineering.

17 Q. And you may have said this, and if you did I
18 apologize, but for how long were you at Fluor Daniel?

19 A. Over 20 years. And then with Daniel, I had like
20 six years with them, and they did -- totaled it up and they
21 gave me my credit for that. So, 20 something years.

22 Q. Where were you stationed when you were with Fluor
23 Daniel?

24 A. All over the world. I worked in Russia, South
25 Africa, Germany, China, Taiwan, even went down into

1 Australia one time. Been to Korea, London. Just
2 everywhere.

3 Q. What states have you lived in in the United States?

4 A. Always maintained my home base at Starr in Anderson
5 County.

6 Q. Have you lived in any other state for an extended
7 period of time?

8 A. I had an apartment in California. Like they send
9 you to different job sites, and I had an apartment in
10 California in Thousand Oaks in an apartment that -- we were
11 up in Canada for a while too. I forgot that. And a place
12 up in Rhode Island when we worked up in Rhode Island. They
13 generally set you up in an apartment and then you fly back
14 and forth home frequently. I also worked about -- Kuwait.
15 I forgot about Kuwait and Saudi.

16 Q. Have you obtained any professional licenses in any
17 other state other than South Carolina?

18 A. No.

19 Q. What was your title at Fluor Daniel?

20 A. Engineering design supervisor, piping engineering
21 design supervisor, and then in jobs in the field. Like in
22 Kuwait, my job title was field engineer in the field.

23 Q. What does an engineer design supervisor do?

24 A. In charge of piping and mechanical systems. That's
25 what I did.

1 Q. Would you consider what you did as providing
2 engineering services?

3 A. I would.

4 Q. Were you in South Carolina while you were doing
5 this?

6 A. As a designer, we were doing engineering services.
7 We have like a P.E. that works in our group. We prepare
8 work and then the registered P.E. checks the work and signs
9 and stamps the drawings.

10 Q. I'd like to turn your attention to your preparation
11 for your deposition.

12 What did you do to prepare for that deposition?

13 A. Just tried to remember everything that's just
14 happened.

15 Q. Did you review any documents?

16 A. I don't recall reviewing anything. Just except
17 the -- the only thing I looked over is the lawsuit. That,
18 that's pretty much it.

19 Q. What lawsuit, the lawsuit that the county filed?

20 A. Yes.

21 Q. You don't recall reviewing any documents or you
22 didn't review any documents?

23 A. I don't recall. I don't recall reviewing anything
24 really much.

25 Q. Did you meet with anyone to talk about your

1 deposition?

2 A. I did. The attorneys.

3 Q. After you received that notice, who did you talk to
4 about your upcoming deposition?

5 A. I mentioned it to our interim administrator and
6 probably several council members.

7 Q. Is that it?

8 A. And, of course, the attorneys.

9 Q. Other than the attorneys?

10 A. I don't recall anybody else.

11 Q. Did you talk to Dan Harvell about it?

12 A. I think I did mention to Dan Harvell that I was
13 going to be under deposition. I think I did, yes.

14 Q. These conversations would have only occurred during
15 the past two weeks, right?

16 A. I don't recall how many times. I really don't
17 recall.

18 Q. Who else?

19 Did you talk to anyone else about it?

20 A. I can't remember anybody else.

21 Q. Is that a no, you didn't or yes, you did?

22 A. I don't recall.

23 Q. Okay. So, your testimony is that you can't
24 remember what occurred during the past 14 days?

25 Is your testimony that you can't recall the

1 conversations you had during the past 14 days?

2 A. I recall Dan Harvell.

3 Q. Is that it?

4 A. I don't recall talking to anybody else in casual
5 conversations other than council members.

6 Q. I'm going to ask you some -- I'm going to ask you
7 about some individuals and the purposes of my question is
8 just to figure out what relationship you may have or may not
9 have with them. The first name I'd like to ask you about is
10 Stan Welch.

11 Do you know Stan Welch?

12 A. Yes.

13 Q. Are you friends with Stan Welch?

14 A. We are acquaintances. He's a journalist.

15 Q. Stan's a reporter?

16 A. Yes.

17 Q. Do you communicate with him regularly?

18 A. I have communicated with him, yes.

19 Q. How regularly?

20 A. We would do emails some.

21 Q. What do you mean by some?

22 A. We would send emails back and forth some, yes.

23 Q. What I'm trying to ascertain is what you meant by
24 some.

25 How often?

1 A. I don't recall. I mean I do a lot of emails and I
2 don't recall how many.

3 Q. How about Dan Harvell?

4 Are you personal friends with Dan Harvell?

5 A I like Dan. He's Republican chairman. I know him
6 real well.

7 Q. How long have you known him?

8 A. I've probably known Dan maybe -- I've known him
9 because of his profession for years. But as far as knowing
10 him, talking to him, probably six or seven years.

11 Q. Do you speak with him regularly?

12 A. We do. We talk. We sure do.

13 Q. Do you have a cell phone number?

14 A. I do.

15 Q. Does he have yours?

16 A. He does.

17 Q. How about Cindy Wilson?

18 A. Yes.

19 Q. Are you related in anyway to Cindy Wilson?

20 A. We're not related.

21 Q. Are you friends with Cindy Wilson?

22 A. Yes, I am.

23 Q. Do you speak with her regularly?

24 A. Yes, I do.

25 Q. Does she have your cell phone number?

1 A. Yes.
2 Q. Do you have hers?
3 A. Absolutely.
4 Q. Does she have your home phone number?
5 A. Yes.
6 Q. Do you have hers?
7 A. Yes.
8 Q. How long have you had your current computer?
9 A. My other one fried and I had to get a new one. I'm
10 not exactly sure how long I've had it. It's probably a
11 little over a year. Whenever my last computer got hit by
12 lightning, we lost TV and all kinds of stuff, whenever that
13 was. I'd have to look back. It's been at least a year,
14 over a year.
15 Q. And what months did your last computer get struck
16 by lightning?
17 A. I don't -- I can't recall -- can not recall the
18 exact date. But it's been over a year ago.
19 Q. Was that before or after you received a subpoena
20 for the information on your computer?
21 A. It was during that time. I'm not exactly sure
22 whether it was before or after. I'd have to go back and
23 look.
24 Q. You don't remember -- do you remember receiving a
25 subpoena?

1 A. Yes.

2 Q. But you don't remember whether the lightning,
3 lightning hit your computer before or after you actually
4 received the subpoena?

5 A. I don't recall that with the timeframe. We gave
6 it -- but I really don't recall.

7 Q. What did you do with the computer that was struck
8 by lightning?

9 A. I took it up to the county to -- and I got the
10 permission from the administrator if I could take my
11 computer to the county to see if it could be fixed or to be
12 able to get my emails off it, and we took it up to the
13 county and the technician said the lightning had fried it
14 pretty bad. But there was companies that could recover it.

15 Q. What technician did you take it to?

16 A. I let the county that -- they took it over to right
17 there on 81 and they recovered it. I think they recovered
18 it and put it down, everything on a little drive, and gave
19 it back to me, what they recovered. I recovered all my
20 emails off of it.

21 Q. You did recover all your emails off of it?

22 A. Yes.

23 Q. What information could you not recover off of it?

24 A. I don't recall losing -- most everything I think
25 was---

1 Q. It is your testimony you delivered your computer to
2 Mr. Gibson and then he delivered it to the IT technician
3 that the county directed him to go to?

4 A. He took it to wherever to get it recovered from,
5 right.

6 Q. And what is your understanding of where the IT
7 technician is located that he delivered it to?

8 A. I don't recall. I don't do stuff like that. I let
9 other people do it. You'd have to ask my attorney.

10 Q. Was the last time you saw your computer when you
11 delivered it to Mr. Gibson?

12 A. Yes.

13 Q. As you sit here today, you can not identify the
14 location of the computer that was struck by lightning, can
15 you?

16 A. No, I can't.

17 Q. The lightning strike that you're talking about, are
18 you talking about a timeframe in the August of 2010 period?

19 A. I don't recall the exact time it was. I really
20 don't.

21 Q. How about Rick Driver, are you friends with Rick
22 Driver?

23 A. Yes.

24 Q. Are you close friends with Rick Driver?

25 A. I would say that we're pretty good acquaintances.

1 Q. Pretty good acquaintances or pretty good friends?
2 A. I guess you would call him a friend, yes.
3 Q. Do you communicate with him regularly?
4 A. I do.
5 Q. Who is Jenna Trammell?
6 A. She is -- use to be a reporter at The Times
7 Examiner.
8 Q. Was she on the staff of The Times Examiner?
9 A. I think she wrote articles for them.
10 Q. Was she compensated by The Times Examiner?
11 A. I can't answer that.
12 Q. What was your understanding -- was your
13 understanding that she was paid by The Times Examiner?
14 A. I do not know.
15 Q. How long have you known her?
16 A. Probably five or six years. Somewhere in that
17 timeframe. Maybe a year longer. She wrote an article.
18 Q. She wrote an article?
19 A. She wrote articles.
20 Q. She wrote articles?
21 A. Articles, yes.
22 Q. What did she write articles about?
23 A. She wrote them about county council and everything.
24 Q. Did she ever write articles for you?
25 A. She did.

1 Q. How did you meet her?

2 A. I don't really recall how I met her. I think we
3 was probably at a Republican event and seems like I met her
4 at a Republican event. Maybe the first time I ever met her
5 was up at a Republican meeting I guess is maybe the first
6 time that I saw her.

7 Q. Do you have any sort of accounting background?

8 A. Pardon?

9 Q. Do you have any sort of accounting background?

10 A. Just courses I've taken.

11 Q. Do you have a degree in accounting?

12 A. No, I don't.

13 Q. Do you have any specialized training or licensure
14 in accounting?

15 A. No, I don't.

16 Q. You're not a CPA, are you?

17 A. Nope.

18 Q. Not licensed to conduct audits, are you?

19 A. No.

20 Q. Have you received specific training to conduct
21 audits?

22 A. No.

23 Q. Have you ever been a member of the Taxpayers
24 Association?

25 A. No.

1 Q. Before coming today, when was the last time that
2 you spoke to Cindy Wilson?

3 A. Yesterday.

4 Q. What did you talk about?

5 A. Financial stuff with the county.

6 Q. Let's talk about Jenna Trammell a little bit more.
7 Was your testimony that Jenna Trammell was a reporter?

8 A. I assumed that she's a reporter with The Times
9 Examiner because she had called me as far as representing
10 with The Times Examiner when I talked to her and she did
11 that article for me.

12 Q. Tell me about that.
13 Who initiated that call?

14 A. She called me.

15 Q. What did she say?

16 A. She just said she wanted to do an article about me
17 running for county council.

18 Q. And did she conduct an interview?

19 A. Kind of somewhat an interview, yes.

20 Q. Was it on the phone?

21 A. No, it was actually at a Christmas party I think or
22 not a Christmas party. But some kind of party we was at. I
23 don't remember. But it's over at a friend's house and she
24 happened to come. There was a lot of Republicans there.

25 Q. How long did the interview last?

1 A. Probably ten minutes maybe.
2 Q. What kind of things did she ask you?
3 A. She asked me what I did and where I worked and
4 things like that, and what I did, things like that.
5 Q. Was this one of those meet the candidate
6 introductory type interviews?
7 A. I guess you could say that, yeah.
8 Q. Was the interview actually published?
9 A. It was, in The Times Examiner, I think, yeah.
10 Q. How many articles did Jenna Trammell write?
11 A. She wrote about county council members and she -- I
12 remember her writing two about me. There could of been
13 more. But I remember two.
14 Q. Did you have any other interactions with her?
15 A. No.
16 Q. That was it?
17 A. (Witness nods head affirmatively.)
18 Q. Is that a yes?
19 A. Yes.
20 Q. How many times would you say that you had
21 communicated with her about these records?
22 A. She sent emails back and forth. I got emails from
23 her and she talked on the phone maybe a few times. I can't
24 remember exactly how many times. I know she sent emails and
25 things. She, she did email me some. I do remember some

1 emails.

2 Q. I'd like to show you what I'm gonna mark as exhibit
3 1 to your deposition.

4 Is this document an email from Jenna Trammell to you
5 dated April 23rd of 2008?

6 A. Yes.

7 Q. Does this top email from Jenna Trammell to you
8 relate to the article she wrote for or about you that was
9 published in The Times Examiner?

10 A. Yes.

11 Q. That was the original introductory article we
12 talked about?

13 A. Yeah.

14 Q. Were you the source of the information that was
15 contained in The Times Examiner article?

16 A. She asked me a question.

17 Q. Turn to Page 2.

18 Down below, about the middle of the page, do you see
19 where it says candidate questions?

20 A. Uh-huh. (Affirmative)

21 Q. Is that information that you provided to Jenna
22 Trammell?

23 A. Yes.

24 Q. Can you turn the page?

25 The bottom of the page that is Bates stamped FE100329,

1 do you see that down in the bottom of the corner of the
2 page?

3 The Bates stamp is in the bottom of the page.

4 A. Yeah.

5 Q. About halfway down, not even halfway down, about a
6 third of the way down, there's a sentence that begins with
7 because of all my engineering training, do you see that?

8 A. Yeah.

9 Q. Does that sentence say, and I quote, "because of
10 all my engineering training, I have been a P.E. licensed
11 engineer in six different states?"

12 A. That's not correct.

13 Q. You provided that information, didn't you?

14 A. It's not correct.

15 Q. Did you provide that information?

16 A. Yes.

17 Q. That information was untrue?

18 A. That's not right.

19 Q. Did you understand that this information was going
20 to be put into a newspaper article?

21 A. Yes.

22 Q. Did you understand that you were going to have
23 information about you biographically that was going to be
24 inaccurate as published in a newspaper in public
25 circulation?

1 A. Yes.

2 Q. The sentence right before the Paragraph Number 3,
3 do you see where it says, and I quote, "I have a unique
4 ability for smelling out rotten apples. We have an
5 abundance of them right now in Anderson County"?

6 A. Yes.

7 Q. Do you have a unique ability to smell out rotten
8 apples?

9 A. I do.

10 Q. Down below it says, and I quote, "I am a real
11 fiscal conservative who hates a large and wasteful county
12 government."

13 Do you see that?

14 A. Yes, I do.

15 Q. Are you a real fiscal conservative?

16 A. Yes.

17 Q. What do you mean by a real fiscal conservative?

18 A. Transparent. Watch where you spend your dollars.

19 Q. On the next page, the page that is Bates numbered
20 FE100330, do you see that?

21 A. Yeah.

22 Q. There's a sentence right below where it says,
23 Number 7, and it begins, and I quote, "having been
24 responsible for large budgets in the hundreds of millions of
25 dollars, as well as being an estimator, design supervisor,

1 construction and office engineer, auditor, cost controls
2 engineer, and construction management, gives me a unique
3 insight as to what needs to be done for economic development
4 and cost control."

5 Do you see that?

6 A. Yeah.

7 Q. Were you a construction engineer?

8 A. I've been a construction engineer in the field,
9 yes.

10 Q. How can you be a construction engineer without
11 having an engineering degree?

12 A. I worked my way up in the field from a pipefitter
13 and taking a lot of courses and stuff with my job, and when
14 you go out on overseas assignments, it was like a field
15 engineer.

16 Q. What is a cost control engineer?

17 A. Cost control watches how many hours are being spent
18 on a job, and you kind of watch and know exactly where every
19 hour is being spent by every discipline.

20 Q. What is an auditor?

21 A. Auditor would go in on a job. Like one in Kuwait,
22 we'd go in and we'd check all the hours and the people and
23 make sure everything matches up, do the payroll, check the
24 payroll. Do things like that.

25 Q. What is an office engineer?

1 A. Basically when you go in on -- like when I was over
2 in Taiwan, you just -- an office engineer, you just work
3 with different job sites that's in the area, and you have
4 designers working under you.

5 Q. In the State of South Carolina, you can't call
6 yourself an engineer unless you actually have an engineering
7 degree and license, isn't that right?

8 A. That's correct.

9 Q. And this is an article that was being published in
10 a South Carolina newspaper?

11 A. Right.

12 Q. What is your understanding, if any, about what the
13 law is about calling yourself an engineer in South Carolina
14 without the requisite licensure?

15 A. I understand that you can't do that in South
16 Carolina if you work in South Carolina.

17 Q. Because it's a crime, right?

18 A. Right.

19 Q. Mr. Moore, did you give a deposition in the case of
20 William Phillips, as personal representative of the estate
21 of Elizabeth Walsh versus Edwin Moore, Civil Action Number
22 2001-CP-04-2579 on February 22nd of 2012?

23 A. Yes.

24 Q. Did you take a sworn oath during that deposition?

25 A. Yes.

1 Q. Did you swear to tell the truth, the whole truth,
2 and nothing but the truth so help you God?

3 A. Yes.

4 Q. Did you understand that the deposition was taken
5 under the penalty of perjury?

6 A. Yes.

7 Q. During that deposition, did Attorney Tom Dunnaway
8 ask you, and I quote, "okay. And what do you do for a ,
9 living"?

10 Do you recall being asked that question?

11 A. Yes.

12 Q. First let me ask you this.

13 Do you remember being asked what you do for a living
14 during that deposition?

15 A. I do remember, yeah.

16 Q. And your response in that deposition was, and I
17 quote, "I'm an engineer with Jacobs Engineering?"

18 Isn't that right?

19 A. I don't remember that. I thought I said I'm in
20 engineering at Jacobs, but maybe I did.

21 Q. I just showed you your transcript -- deposition
22 transcript from February 22nd of 2012, did I not?

23 A. Yes.

24 Q. And Line 24, could you read that into the record
25 please?

1 A. I'm an engineer with Jacobs Engineering.
2 Q. Okay. And the truth is you're not an engineer,
3 correct?
4 A. No.
5 Q. You weren't an engineer on February 22nd of 2012?
6 A. No.
7 Q. And that testimony is false?
8 A. Yes.
9 Q. Sure.
10 Let the record reflect that all the documents that I
11 intend to use today are Bates numbered with the FE prefix.
12 For example, Exhibit 2 is FE100509. I will note for the
13 record that the FE prefix reflects that these were all
14 documents that are in the possession of Mr. Moore's personal
15 counsel, who is Kurt Gibson, who is here today, and they're
16 from Mr. Moore's Fluor Daniel email account.
17 Mr. Moore, is this an email from you to an email
18 address of waimradio@yahoo.com dated April 24th of 2008?
19 A. Right. Yeah.
20 Q. Whose email address is waimradio@yahoo.com?
21 A. That's WAIM Radio, which is a radio station.
22 Q. That's Rick Driver's email address, isn't it?
23 A. Yes.
24 Q. Who is blind copied on your email?
25 A. Trammell.

1 Q. Is that Jenna Trammell?

2 A. Uh-huh. (Affirmative).

3 Q. Why are you sending your campaign proofs to Rick
4 Driver and Jenna Trammell on April 24th of 2008 as
5 reflected in FE100509?

6 A. She's an English major. For her to look it over
7 and see if there's anything on it.

8 Q. How about Mr. Driver?

9 A. Just for any pointers or anything.

10 Q. Why would Mr. Driver be suitable for pointers?

11 A. He's in the news media.

12 Q. Were these -- well, let me scratch that and let me
13 ask this.

14 what were these?

15 Were these campaign cards?

16 A. Just campaign cards, yeah.

17 Q. Were they circulated in Anderson County?

18 A. Yes, they were.

19 Q. The document -- the campaign cards, as reflected in
20 FE100510 and FE100511, were campaign cards that you handed
21 out in Anderson County?

22 A. Yes.

23 Q. Will you turn to the last page?

24 The first bullet point in the second sentence says, and
25 I quote, "job is locally based with no travel required."

1 Is that true?

2 A. Oh, the job I was working on at that time?
3 was working out on the Greenville office. That was
4 correct, yeah.

5 Q. So, the engineering design supervisor tasks that
6 you referenced in a sentence directly before that were tasks
7 that you performed and completed on behalf of clients in the
8 State of South Carolina, correct?

9 A. As design supervisor over drafters and designers,
10 yes, that's what my title is, design supervisor. I had
11 drafters and designers.

12 Q. Drafters and designers.

13 Is that language actually here in the bullet point?

14 A. Engineering design supervisor, that was my title
15 with Fluor. I was piping design supervisor in engineering.

16 Q. I know that.

17 But when you answered my question, you inserted some
18 additional language that didn't appear in the bullet point.
19 I was just clarifying that drafters and what was the other?

20 A. Designers.

21 Q. And designers, that language doesn't actually
22 appear in that bullet point, does it?

23 A. That's just what I was called at Fluor.

24 Q. The words drafters or designers does not appear in
25 the first bullet point on FE10051, does it?

1 A. No.

2 Q. The tasks that you were performing at Fluor Daniel
3 at that time were being performed in South Carolina,
4 correct?

5 A. The jobs we were doing, the tasks with the
6 designers in South Carolina, yes.

7 Q. And that's what you meant when you said that the
8 job is locally based with no travel required, right?

9 A. That's right.

10 Q. Were you issued an order to cease and desist by the
11 Board of Registration for Professional Engineers and
12 surveyors on June 1st of 2012?

13 A. Yes, I was.

14 Q. Why?

15 A. Because it was in the paper I think that I -- it
16 had listed me down as an engineer, and I did call the paper
17 and told them what my job title was.

18 Q. Did that order provide, and I quote, "that you
19 should, and I quote, "cease and desist from using or
20 allowing to be used any reference to yourself as an engineer
21 or any wording, title, sign, card, or other device to
22 indicate that you were an engineer or authorized to provide
23 engineering services"?

24 A. I received the same letter, yes.

25 Q. That's what the order said, right?

1 A. Yes.

2 Q. Exhibit No. 3 marked for identification.

3 Exhibit 3 is a document that is Bates numbered
4 FE100321, and the first question I want to ask you is, the
5 very top part where it says Eddie Moore, May 8th, 2008, and
6 then over it says to Eddie Moore, emoore@trivergent.net.

7 Does that reflect that you were basically just
8 forwarding the email from your Fluor account to your home
9 account?

10 A. Yeah.

11 Q. Below that caption, does this exhibit reflect an
12 email from Jenna Trammell to you dated May 8th, 2008?

13 A. Yes.

14 Q. The first question I have for you about this
15 document relates to the last sentence of the first real
16 paragraph of Ms. Trammell's email, and it says, and I quote,
17 "that I will revise the article and forward it on to Rick
18 Freemantle."

19 Do you see that?

20 A. Yes.

21 Q. And the article she's referring to is the article
22 that we looked at earlier, which is the introductory article
23 that she wrote for you?

24 A. Right.

25 Q. On that article, at the very top, Ms. Trammell uses

1 the name Penny Kelly, is that correct?

2 A. Yes.

3 Q. Penny Kelly relates to or refers to Ms. Trammell,
4 correct?

5 A. Yes.

6 Q. Mr. Moore, is this an email from Jenna Trammell to
7 you dated May 19th of 2008?

8 A. Yes, it is.

9 Q. And this is before the primaries in June of 2008,
10 right?

11 A. Right.

12 Q. Why does Ms. Trammell, in the first sentence of her
13 email commenting on your advertising -- okay. First
14 sentence of this email from Jenna Trammell to you, May
15 19th, 2008, says, and I quote, "Eddie, I love this ad!"

16 I thought Ms. Trammell was a reporter, isn't she?

17 A. Uh-huh. (Affirmative).

18 Q. Is that a yes?

19 A. Yes.

20 Q. Why was she sending you an email if she's just a
21 reporter commenting on your ad?

22 Did you have more of a relationship with Ms. Trammell
23 that just one between a person running and a reporter?

24 A. No.

25 Q. Down below Ms. Trammell writes, and I quote, "one

1 good thorough audit will probably land J.P. in jail for
2 malfeasance."
3 Do you see that?
4 A. Uh-huh. (Affirmative).
5 Q. First of all, has the county ever conducted an
6 audit?
7 A. We had. Bob Daniels did the audit for the county.
8 Q. So, Bob Daniels conducted an audit?
9 A. Well, I guess whatever he did. He's part of the
10 investigative team with Nexsen Pruet.
11 Q. Well, what did he do?
12 A. You'd have to reframe the question to Nexsen Pruet
13 because they were in charge of the investigation.
14 Q. You were on county council at that period of time,
15 were you not?
16 A. Yes.
17 Q. Was the scope of work that Mr. Daniels completed
18 disclosed to you as an audit?
19 A. He gave a report.
20 Q. He gave a report?
21 A. Report -- the Daniels report.
22 Q. Was it a certified audit report?
23 A. No, it's just his report. It was completed for
24 Nexsen Pruet.
25 Q. Well, the question I really have for you is, in

1 that sentence -- first of all, was it your understanding

2 that the J.P. cited there was Joey Preston?

3 A. I don't understand what you're saying.

4 Q. We were just talking about the sentence that said,

5 and I quote, "one good thorough audit will probably land

6 J.P. in jail for malfeasance."

7 Right?

8 We were talking about that sentence, remember?

9 A. Okay.

10 Q. The question I have is the J.P., that's Joey

11 Preston, right?

12 A. You would have -- you would have to ask Ms.

13 Trammell because this is her opinion. Not mine.

14 Q. Well, let's go back to the sentence, two sentences

15 before where it says, and I quote, "Preston wasn't hired to

16 be an economic developer."

17 Do you see that?

18 Then the next sentence says, and I quote, "he's simply

19 lying that all these charges are legitimate are necessary."

20 And the next sentence, which is the next one we're

21 talking about says, and I quote, "one good thorough audit

22 would probably land J.P. in jail for malfeasance."

23 Was it your understanding that the J.P. in that

24 sentence related to Joey Preston?

25 A. You'd have to ask Ms. Trammell. I wouldn't know

1 what to assume what she meant.

2 Q. Can you provide me any other possible reasonable
3 interpretation of that?

4 A. You would have to ask Ms. Trammell.

5 Q. Wasn't that, in fact, the whole plan from your
6 side, that you would push for an audit and hope that it
7 would ensnare Mr. Preston and have him sent to jail for
8 malfeasance?

9 A. No.

10 Q. That wasn't the plan?

11 A. No.

12 Q. That wasn't the plan from the inception?

13 A. No.

14 Q. That wasn't the plan even as of May 19th of 2008?

15 A. No.

16 Q. Before you even won the primary?

17 A. We wanted to find out what our money was being
18 spent on, where it came from, whatever happened would
19 happen. But we want to know where our money had been spent
20 because he was hiding where the money was being spent.

21 Q. Your sworn testimony was that that was not the plan
22 all along from May 19th of 2008 all the way up through
23 December of 2008?

24 That's your sworn testimony, right?

25 A. To have an audit, right.

1 Q. To have an audit in order to ensnare Joey Preston
2 in hopes to get rid of him or send him to jail?

3 A. It was never a snare. Just to get the truth, where
4 the money was.

5 Q. Did you sign off on Bob Daniels time cards?

6 A. Yes.

7 Q. Did you read what you were signing off for?

8 A. Yes.

9 Q. Did you understand what the scope of work Mr.
10 Daniels was providing?

11 A. Yes.

12 Q. The scope of that work was not an audit, right?

13 A. No.

14 Q. Do you recall, after winning that primary, having
15 stated, while at the Anderson County Civic Center, and I
16 quote, "the party is over"?

17 A. Probably.

18 Q. Whose party is over?

19 A. The general county in general had been boozing it
20 up with county dollars.

21 Q. In fact, you ran on a campaign platform that the
22 county administrator had been conducting a party, did you
23 not?

24 A. Basically the whole county was doing a party, yes.

25 Q. And you ran a series of ads on the Rick Driver Show

1 about Ken and Barbie.

2 Do you remember those?

3 A. Uh-huh. (Affirmative).

4 Q. Who was the voice of Barbie, by the way?

5 A. That was my daughter.

6 Q. So, you ran a series of ads about Ken and Barbie
7 and the whole crux of those ads was about how Joey Preston
8 was running a party, right?

9 A. No.

10 Q. Oh, they weren't?

11 A. They're fictitious names of employees that worked
12 for Anderson County.

13 Q. And their dialogue was about Joey Preston, wasn't
14 it?

15 A. No.

16 Q. Do we need to go through each and every one of
17 those ads?

18 A. Yeah.

19 Q. I just want to make sure that your sworn testimony
20 is that those campaign ads weren't about how Joey Preston
21 was running the county as a party and having a party and
22 having use of credit cards and spending money improperly?

23 A. You asked me -- you're talking about one ad and
24 that was the radio ad on the Rick Driver Show. That's the
25 one I'm addressing.

1 Q. And those Ken and Barbie ads didn't have content
2 like that at all?

3 A. Fictitious Anderson County employees. You can read
4 into it whatever you'd like.

5 Q. Is Exhibit No. 5 an email from Jenna Trammell to
6 you dated June 11th of 2008?

7 A. Yes.

8 Q. Is the first sentence of Jenna Trammell's email
9 state, and I quote, "today is truly one of the happiest days
10 of my life"?

11 A. Yes.

12 Q. And the next sentence says, and I quote,
13 "congratulations on your stunning victory at the polls."

14 A. Yes.

15 Q. Down below the sentence begins with -- after you
16 won the primary, did you continue to run the Ken and Barbie
17 ads?

18 A. No.

19 Q. Are you sure?

20 A. I don't recall running them unless maybe in the
21 fall. I don't think I had any opposition as well as I
22 remember. I don't remember running them anymore because I
23 paid the bill and it just ran right before the primary. I
24 don't remember running them anymore.

25 Q. Is this an email from your Trivergent account to

1 your Fluor Daniel account?

2 A. Yes, it is.

3 Q. It's dated June 15th of 2008?

4 A. Yeah.

5 Q. And that was after the primary, correct?

6 A. Right.

7 Q. Does it attach another Ken and Barbie ad?

8 A. This was written for Bob Waldrep. Not me.

9 Q. You wrote this though?

10 A. Yes.

11 Q. On Page 2, the actual ad refers to Mr. Preston,
12 does it not?

13 A. Yes.

14 Q. So, the hypothetical county administrator that you
15 were referring to before was really Mr. Preston, wasn't it?

16 A. In this ad it is, but not necessarily in the other
17 ad.

18 Q. Do you want to stick with that distinction?

19 A. It doesn't say anything about Mr. Preston in the
20 other ad. This one does. This one says specifically
21 Mr. Preston.

22 Q. And the other ads, were you referring to the county
23 administrator, you were really referring to Mr. Preston
24 though, right?

25 A. Yeah, it plainly states it was fictitious, two

1 characters that worked for the county, the Barbie ads.

2 Never mentioned Mr. Preston.

3 Q. Was your relationship with Ms. Trammell only one as
4 a reporter and a county council member-elect?

5 A. I don't understand what you're saying.

6 Q. You had some sort of interaction with Ms. Trammell,
7 correct?

8 A. We communicated with emails, yes.

9 Q. Mr. Moore, I'd like -- I believe you've left off
10 Exhibit 7. I'd like to show you Exhibit 8 to your
11 deposition.

12 Sir, this is an email from Jenna Trammell to you dated
13 June 16th of 2008?

14 A. Uh-huh. (Affirmative).

15 Yes, it is.

16 Q. And Jenna Trammell writes to you, in the second
17 paragraph, and I quote, "congratulations, again, on winning
18 your council seat. I am overjoyed that the voters sent
19 Greer, McAbee, and Thompson packing. Maybe Preston will be
20 next!"

21 Do you see that?

22 A. Yes.

23 Q. The first question I have for you, during this time
24 period, and when I say this time period, I'm referring to
25 the June of 2008 time period, had you had any conversations

1 with Jenna Trammell about sending Mr. Preston packing?
2 A. I don't recall any kind of conversations like that.
3 Q. Well, did you have any communications with her
4 wherein you exchanged a dialogue about sending Mr. Preston
5 packing, in her words?
6 A. I don't recall any dialogue like that.
7 Q. But you deny that you would of done that?
8 I mean you would of known whether that was your
9 sentiment at the time, would you not?
10 A. No. Not, not really, you know, no.
11 Q. You wouldn't know that that was how you were
12 feeling at the time?
13 A. I don't think that was ever really a part of my
14 feelings. I just wanted an open, honest, and accountable
15 government, and I wanted to do things.
16 Q. You referenced to the meetings you were having.
17 A. Uh-huh. (Affirmative).
18 Q. What meetings were you having?
19 A. We had meetings with all the newly elected council
20 members to discuss the county and what ideas we had about
21 finances, how to make the county transparent, things like
22 that.
23 Q. Who else was there?
24 A. They're a lot of people that was coming and going.
25 We invited just normal citizens in the community,

1 businessmen, accountants, lawyers, Jim Carpenter was there,
2 Mr. Sloan was there.

3 Q. Was Mr. Gibson there?

4 A. Who?

5 Q. Mr. Gibson.

6 A. I think Mr. Gibson came in on a meeting or I can't
7 remember if he came in on one or two. But I do know that he
8 did come to a meeting. We had different people coming in.

9 Q. What other lawyers were there?

10 A. Bob Waldrep.

11 Q. What other lawyers were there?

12 A. I don't -- right now I don't remember anymore
13 lawyers. I mean they're a lot of people coming and going.
14 I know I can't remember everybody.

15 Q. When you referenced the three incoming council
16 members, were you referring to Tom Allen, yourself, and
17 Tommy Dunn?

18 A. That's correct.

19 Q. Did Cindy Wilson ever attend these meetings?

20 A. Yes. I don't think she came to all of them, but
21 she came to some of them, yes.

22 Q. During this time period, the summer of 2008 time
23 period is what I'm referring to, was Bob Waldrep a sitting
24 member of Anderson County Council?

25 A. I believe so.

1 Q. During that same time period, was Cindy Wilson a
2 sitting member of Anderson County Council?

3 A. Yes.

4 Q. And during that same time period, you and Mr. Allen
5 and Mr. Dunn were all council members-elect?

6 A. When it started off we had not been elected yet
7 because it was in November. We were just a normal common
8 citizen just like you, and we were not elected yet until
9 November. Most of our meetings happened during the summer
10 before the election in November.

11 Q. Let's talk about that for a second because you
12 ran -- you won your primary, correct?

13 A. Right.

14 Q. But you had no opposition in November, did you?

15 A. No.

16 Q. So, you were a council member-elect at this period
17 of time, right?

18 A. No, not, not by law. Law is by -- in November's
19 general election, then I'm a council member-elect. I was
20 only a Republican nominee.

21 Q. At this point in time you knew you were going to be
22 an Anderson County Council member when it came January of
23 2009, did you not?

24 A. Barring a write-in candidate or something, yes.

25 Q. Sure.

1 Was Tom Allen opposed in November?
2 A. I don't recall. I do not think he had opposition.
3 Q. How about Tommy Dunn?
4 A. I don't think he had -- wait a minute. Tommy Dunn
5 did have competition.
6 Q. Where were these meetings held?
7 A. Bob Waldrep's office.
8 Q. On what day were they scheduled?
9 A. They were different days. A lot of them were on
10 Sunday afternoons after church. They're just different
11 times.
12 Q. Were any meetings held in a location other than Mr.
13 Waldrep's office?
14 A. I don't recall us having any other meetings besides
15 at Bob's office. It was convenient for everybody.
16 Q. Did a meeting ever occur between the group that we
17 were talking about earlier at Cindy Wilson's house?
18 A. Cindy Wilson did have a meeting at her house. I
19 don't remember who all came. I know I was there and Cindy
20 was there and maybe a couple of other people. I don't
21 remember everybody that was there. I don't remember if Tom
22 Allen was there or not. But it's possible that Bob Waldrep
23 was there. It's possible. Either Tommy Dunn was there or
24 either Tommy Allen, but I can't remember if everybody was
25 there. But there was a meeting there I remember now.

1 Q. Where else did you have meetings?

2 A. I don't remember. There was so much going on.
3 Most of the meetings were at Bob Waldrep's. I just don't
4 remember them.

5 Q. On average, how long did the meetings last?

6 A. I would say an hour or so. Two hours.

7 Q. How frequently did you hold the meetings?

8 A. I think we probably had maybe two or three a month
9 according to everybody's schedule, trying to get everybody
10 and they could come.

11 Q. When did you start having the meetings?

12 A. Probably right after the June primary.

13 Q. And when did you stop having those meetings?

14 A. I think the last meeting we had was in December. I
15 don't remember if he had won before we were sworn in. I
16 can't remember if we had one in January or not. I don't
17 remember. If we did it was right before we were sworn in in
18 January. We could of had one, but I can't remember. I
19 would have to ask some of the other council members, but I
20 know we had maybe one or two meetings in December.

21 Q. I'm going to call, for shorthand purposes so
22 Mr. Devlin won't have a problem with the form of my
23 questions, the period of time from right after the primary
24 in June of 2008 to December 31st of 2008 the material time
25 period.

1 During the material time period, did any of the
2 meetings involve the crafting of resolutions which would be
3 adopted during the first meeting of the new council members
4 in January of 2009?

5 A. Yes.

6 Q. Who drafted those resolutions?

7 A. We probably all had input. But I think, as well as
8 I remember, Bob Waldrep did most of the work on the legal
9 writing on it.

10 Q. Did the group, during the material time period,
11 formulate a proposed agenda for that first meeting in
12 January of 2009?

13 A. We pretty much had it worked out what we wanted to
14 do at the first meeting, yes.

15 Q. In fact, there was a written agenda, was there not?

16 A. A rough draft, yes.

17 Q. Who prepared that?

18 A. All of us. We all had input and I think Bob
19 probably polished it.

20 Q. Exhibit No. 10 marked for identification.

21 Is this an email from Jenna Trammell?

22 A. Yes, it is.

23 Q. Is it addressed to Rick Freemantle?

24 A. Yes, it is.

25 Q. Is the address myscarlet@charter.net the address

1 for Charles Crowe?

2 A. I don't know because I never -- I have never myself
3 emailed. I don't know that as far as Charles.

4 Q. And that last email address is you, is it not?

5 A. Yes.

6 Q. As of July 3rd of 2008, was Jenna Trammell
7 continuing to send you draft articles that she intended to
8 submit to The Times Examiner?

9 A. She sent me articles and sent me emails, continued
10 to send me emails.

11 Q. Did you have any understanding why she continued to
12 send these to you at this point?

13 A. I guess because we won.

14 Q. Was it your understanding, when you received this
15 email, that the attached article was something that Jenna
16 Trammell intended to publish in The Times Examiner?

17 A. She was a newspaper reporter for them. So, I guess
18 so. It says that.

19 Q. The last sentence in the first paragraph on the
20 page with the Bates number FE100197 states, and I quote,
21 "the conclusion we can all draw is that the public is fed up
22 with Preston's arrogance and abuse of power, and that it's
23 time for him to go."

24 Do you see that?

25 A. Yes.

1 Q. And then the last sentence of two paragraphs down
2 starts, and I quote, "lack of trust and policy violations
3 are two of the main reasons why it's time for Preston to
4 go."

5 Do you see that?

6 A. I see that.

7 Q. If you go down another two paragraphs, the last
8 sentence of that paragraph says, quote, "time for you to
9 straighten this out and maintain proper professional
10 boundaries and another good reason why it's time for Preston
11 to go."

12 Do you see that?

13 A. Yes.

14 Q. Let's go down another two paragraphs, and do you
15 see on the next page, the last sentence of that paragraph
16 that says, and I quote, "citizens and free countries don't
17 care much for dictators. So, Thompson is out and Preston
18 should be the next to go."

19 Do you see that?

20 A. Yes.

21 Q. And in the final sentence of the entire piece on
22 Page FE1000198 states, and I quote, "it only makes sense
23 that Preston be asked to follow them out the door."

24 Do you see that?

25 A. Yes.

1 Q. Okay. Out of fairness to me, during this time
2 period, you were talking about how to run Joey Preston off,
3 were you not?

4 A. We're talking about how to straighten the county
5 out and make it a transparent county.

6 Q. Is it your sworn testimony that you weren't having
7 communications with how to run, run Preston off?

8 A. We wanted to straighten the county out and make him
9 conform to transparency, and hopefully he would of went
10 along with our new form of government, having open, honest,
11 and accountable government.

12 Q. I understand you like to talk about transparency,
13 but my question is actually a lot simpler than that.

14 During this period of time, which is July of 2008, is
15 it your sworn testimony here today that you were not having
16 conversations with other third parties about how to run Joey
17 Preston off or how to replace him as the county
18 administrator?

19 A. I answered it. If we conformed to what we wanted,
20 he would probably still be administrator.

21 Q. Did you have conversations wherein you discussed
22 replacing Joey Preston as the county administrator during
23 the July of 2008 time frame?

24 That is a yes or no question.

25 A. Yes. If he did not conform to opening all the

1 books up so it would be a transparent government.

2 Q. So, you did have conversations about replacing Joey
3 Preston if he didn't conform to what the new county council
4 was going to instruct him to do?

5 A. Yes.

6 Q. Where did those conversations take place?

7 A. I guess we talked about it a lot at Bob Waldrep's
8 office.

9 Q. Was Cindy Wilson at those meetings?

10 A. She's probably at some of them, yes.

11 Q. Was Rusty Burns at any of those meetings?

12 A. Rusty came to some meetings. But I don't believe
13 he was at some of the meetings we were talking about on some
14 of details on how we wanted to set up the government. Rusty
15 was at some of the meetings, yes.

16 Q. Is it correct that Bob Waldrep was there?

17 A. Bob Waldrep was there, yes.

18 Q. Was Tom Allen and Tommy Dunn present?

19 A. I can't remember. It was very seldom that
20 everybody was there, sometimes Tommy would be there,
21 sometimes Tom Allen would be there, sometimes Cindy would be
22 there, and occasionally all of us would be there. So, I
23 can't exactly -- can't say exactly which meetings everybody
24 was there at all times. A lot of times everybody couldn't
25 be there. They'd have to have something going on.

1 Q. And there were, in fact, discussions about
2 providing or giving instructions to Mr. Preston that he
3 wouldn't be able to abide by, were there not?

4 A. I don't understand that question.

5 Q. Okay. Did the group that was meeting discuss,
6 discuss during the -- okay. Did the group that was meeting
7 during the material time period ever discuss the concept of
8 giving directions to Mr. Preston that they knew he would not
9 abide by?

10 A. He was going to be given a guideline, yes, about
11 how to -- we wanted the county government to function as far
12 as opening up the county for transparency. So, I guess the
13 answer would be yes.

14 Q. During the material time period, you know, the
15 material time period we're talking about, you know that?

16 A. Define it for me.

17 Q. We did define it, remember?

18 June of 2008 through December of 2008.

19 A. Okay.

20 Q. And you understand that we're talking about the
21 meetings that occurred primarily at Bob Waldrep's office
22 during that period of time?

23 A. Yeah.

24 Q. And you further understand that we're talking about
25 Joey Preston, who is the sitting county administrator during

1 that period of time.

2 A. Uh-huh. (Affirmative).

3 Q. Is this a yes?

4 A. Yes, it is. Yes.

5 Q. And what we were talking about was the substance of
6 conversations that may of occurred between the group at Mr.
7 Waldrep's office about Mr. Preston's employment as a county
8 administrator, right?

9 Do you understand that?

10 A. Yes.

11 Q. The question I had that Mr. Devlin thought was
12 vague and ambiguous was did discussions ever occur where the
13 idea or notion of getting Mr. Preston some sort of
14 instruction as a county administrator which would have
15 originated from the county council that he could not obey?

16 Do you recall conversations along those lines?

17 A. I would see no problem with him obeying what we
18 were talking about.

19 Q. That's not the question I asked you.

20 Do you recall conversations where it was discussed that
21 the new council of January 2009 would ultimately give Joey
22 Preston employment instructions that they knew he would not
23 be able to comply with?

24 A. I don't know how else to answer it. We, we talked
25 about giving instructions about how we wanted to run the

1 county, run the county government. If he did not go along
2 with instructions we gave him, it's a sure fact that he
3 probably would not be the county administrator anymore.

4 Q. I understand your testimony about that. I'm asking
5 you a different question. I'm asking you questions about
6 job instructions that Joey Preston would not be able to
7 comply with.

8 Were there ever discussions where they were talking
9 about job instructions that they knew Joey Preston couldn't
10 comply with, wouldn't be capable of doing that, so they
11 could replace him as county administrator?

12 A. I really don't know how to answer that cause I just
13 answered it.

14 Q. Can you answer my question though?

15 A. No.

16 Q. No, you don't recall that?

17 A. No. No.

18 Q. Can you answer my question?

19 A. Like I said, we give him instructions that we were
20 going to give him. If he didn't follow it, he probably
21 would not be the county administrator anymore.

22 Q. Let me show you what we'll mark as Deposition
23 Exhibit 11.

24 Is this an email from you to Tom Beckwith?

25 A. Yes.

1 Q. Did you author it?

2 A. Yes, I did.

3 Q. Do you see the sentence that says, and I quote,
4 "everything we'll be discussing will be of the upmost, and I
5 assume you mean confidence there, but it says confidential
6 between us."

7 A. Yes.

8 Q. What were you discussing that needed to be held in
9 the utmost confidence?

10 A. He had a daughter, I guess, that, that works for
11 the county, and we wanted to make sure there wasn't going to
12 be any kind of retaliatory efforts. I think she worked at
13 the county at that time.

14 Q. Presumably you're referring to Mr. Preston?

15 A. Yes.

16 Q. What would Mr. Preston be retaliating Tom Beckwith
17 for?

18 A. If he was trying to help the new council members
19 get off to a good foot because he had a vast knowledge of
20 controlling a large business in Anderson, and that's what
21 we're talking to him about, we were asking him about.

22 Q. Well, your testimony was there was some concern
23 about Mr. Preston being punitive towards Tom Beckwith,
24 correct?

25 A. Uh-huh. (Affirmative).

1 Q. And I thought I understood your testimony to be
2 that the concern was that Mr. Preston would have some sort
3 of grudge if Beckwith helped the new county council members,
4 the ones that were coming in in January of 2009, is that
5 correct?

6 A. Yes.

7 Q. What was it that caused you to conclude that
8 Mr. Preston would have an objection if Tom Beckwith wanted
9 to help the incoming county council members deal with
10 whatever they wanted to deal with?

11 A. Mr. Beckwith asked for confidentiality. So, I was
12 honoring his request.

13 Q. Did he explain why?

14 A. I don't recall him explaining, going into any great
15 details about it. But he just wanted it confidential.

16 Q. The next sentence you wrote, and I quote, "I
17 understand how vindictive J.P. can be."

18 Do you see that?

19 A. Uh-huh. (Affirmative).

20 Q. When I asked you about your interactions with
21 Mr. Preston, you told me that he invited you to county
22 council and toured you around, right?

23 A. Yes.

24 Q. And that, when he did, he was completely polite to
25 you?

1 A. I was going to be his boss.
2 Q. But he was completely polite to you, was he not?
3 A. Yes.
4 Q. And prior to that point in time, can you cite to me
5 any example where he personally was vindictive towards you?
6 A. No.
7 Q. I'll show you what we'll mark as Exhibit 12.
8 MS. ANDERSON: Okay. This is where Mr. Devlin is
9 talking. So, I'll be Mr. Devlin, his attorney.
10 THE COURT: I understand.
11 Q. We're going to take a brief detour and revisit
12 something that was discussed earlier in the deposition. I'm
13 going to ask you one or two questions, Mr. Moore. I'm going
14 to ask you a couple questions.
15 You were asked a question earlier today by Mr. Davis as
16 to whether or not you had reviewed any documents in
17 preparation for this deposition.
18 Do you remember that question?
19 A. Yes.
20 Q. Do you remember meeting with me and Mr. Gibson and
21 several other lawyers last night?
22 A. Yes.
23 Q. Do you remember looking at documents while we did
24 that?
25 A. Yes.

1 Q. So, your testimony would be yes, you did look at
2 documents while in the presence of counsel?

3 A. That's right.

4 Q. That's all I have, Lane.

5 MS. ANDERSON: Okay. Examination resumed by Mr. Davis.

6 Q. Mr. Moore, I'd like to turn your attention to
7 Deposition Exhibit No. 12.

8 Page 1 of that exhibit, an email from your home account
9 to your work account.

10 Does it carbon copy an email address of
11 thomas9976@charter.net?

12 A. Yeah.

13 Q. I'll represent to you that, during this deposition,
14 Mr. Allen confirmed that that was his email address.

15 A. Okay. Okay.

16 Q. What I would like to do is turn your attention to
17 Page 2.

18 Did you write Page 2?

19 A. I wrote the original draft. I did.

20 Q. Were they your thoughts and words?

21 A. Yes.

22 Q. What was the excerpt reflected on FE100176 intended
23 to be used for?

24 A. This was a guideline for us to go by to choose an
25 audit firm to audit Anderson County finances, the finance

1 department.

2 Q. So, what was this suppose to be for?

3 A. Just to set up the parameters on what we wanted to
4 do with an audit and how to set up -- how to set it up for
5 guidelines.

6 Q. Do you recall, at any point, that Mr. Waldrep may
7 have provided these remarks during a work session of
8 Anderson County Council?

9 A. Yes, Mr. Waldrep was given this and they had a work
10 session at the Anderson County Library. As well as I
11 remember, he presented this at the work session.

12 Q. Did Mr. Waldrep either deliver these remarks
13 verbatim or in a substantively verbatim way?

14 A. Best I can remember he pretty much read this down
15 and discussed it.

16 Q. The fourth -- let's start with the third sentence
17 of the paragraph on top. It says, and I quote, "the new
18 council will include members that have the experience and
19 understand what is required of an audit. You have a retired
20 army lieutenant colonel, construction engineer, and a highly
21 respected local building contractor. Each with a world of
22 experience."

23 Do you see that?

24 A. Let's see. Oh, okay. Up at the top, yeah.

25 Q. Were you the individual who you were referring to

1 as the construction engineer?

2 A. At that time I was construction engineer on a job
3 site, a field engineer, like I said.

4 Q. So, yes, you were the person that was being
5 referred to as construction engineer?

6 A. Yes.

7 Q. These were remarks that were intended to be
8 delivered at a formal meeting of record in the State of
9 Carolina, correct?

10 A. It's given to Mr. Waldrep and he was doing -- he
11 was going to do it at that meeting and that's when he read
12 this off.

13 Q. So, the answer is yes?

14 A. Yes.

15 Q. These were intended to be delivered at a meeting of
16 record in South Carolina?

17 A. Yeah.

18 Q. And Bullet Point 3 down below the recommendation
19 is, and I quote, "the administrator and financial director
20 would be placed on paid leave. They should be readily
21 available to answer any questions should that become
22 necessary. The administrator and financial director would
23 be prohibited from any contact with county employees during
24 this procedure."

25 Do you see that?

1 A. Yes.

2 Q. Before authoring this excerpts, did you consult
3 with anyone or seek any legal counsel as to what process
4 might be required prior to putting a county administrator on
5 either paid or unpaid leave?

6 A. I basically wrote it up and gave it to Mr. Waldrep
7 for him to critique it on the legality of it.

8 Q. Did you retain Mr. Waldrep with respect to the
9 legalities of your comments as reflected in FE100176?

10 I'll remind you that I've already deposed Mr. Waldrep.

11 A. No.

12 Q. Mr. Moore, did you send this particular document to
13 Mr. Waldrep?

14 A. Yes.

15 Q. Okay. And when you sent this particular document
16 to Mr. Waldrep, did you carbon copy anybody on it?

17 A. Tom Allen.

18 Q. Let's look at the next exhibit.

19 Mr. Moore, is this an email from you to WAIM Radio,
20 which would be Rick Driver and Jenna Trammell, dated
21 August 4th of 2008?

22 A. Yes.

23 Q. Does it forward the remarks that you drafted that
24 were ultimately delivered by Bob Waldrep in which we just
25 spoke about?

1 A. Yes.

2 Q. Why are you sending this draft excerpt to Rick
3 Driver and Jenna Trammell on August 4th, 2008?

4 A. That might of been the day they had the meeting at
5 the library. This may of been the day they had that, had
6 the meeting. I'd have to go back and look at the calendar,
7 but it was happening about that time. It would of been
8 public record.

9 Q. And it's true, is it not, that Rick Driver
10 ultimately read your draft remarks on the radio?

11 A. I can't say that because I don't listen to him if
12 I'm at work.

13 Q. Would it surprise you if that occurred?

14 A. No.

15 Q. I have a question.

16 Do you see where it says condensed version, dot, dot,
17 dot, "I have to take what chance I have."

18 Do you see that?

19 A. Yeah.

20 Q. The next sentence you wrote, and I quote, "it
21 should shake up the apple cart."

22 was that your objective?

23 A. My objective was to do a good -- was to do a good
24 procedure and get a good audit and accounting.

25 Q. Under the proposed procedure that you were

1 suggesting, you would put Joey Preston on administrative
2 leave and he would be prohibited from any further contact
3 with county employees, is that correct?

4 A. Yes.

5 Q. Mr. Moore, is Exhibit 14 an email from you to Jenna
6 Trammell?

7 A. Yes, it is.

8 Q. Is it dated August 4th of 2008 at 10:26AM?

9 A. Yes.

10 Q. The first question I have for you about this
11 document, when you state, and I quote, "everything you do
12 for me is confidential," what was it that Jenna Trammell was
13 doing for you that was being kept confidential?

14 A. She proofread any of my ads or anything. She
15 proofread to check the grammar because she was an English
16 major.

17 Q. Did she also help you draft things?

18 A. No, not really. She just proofread it for errors.

19 Q. Did she write articles that helped advance the
20 audit that you were advocating for?

21 A. She wrote a lot of articles. I didn't read all of
22 them. So, I can't say exactly what all she wrote. But she
23 did write a lot of articles. A lot of them were about
24 audits.

25 Q. In fact, with respect to the articles that were

1 published in a newspaper, she sent you each and every one of
2 them before she published them, didn't she?

3 A. Are you saying she thanked us?

4 Q. No.

5 She sent them to you before she published them?

6 A. I think so, yes.

7 Q. The next sentence there states, and I quote,
8 "hopefully we can get him run out of Anderson County soon
9 and you can return."

10 Do you see that?

11 A. Yes.

12 Q. It is true, is it not, that you're referring to
13 Joey Preston?

14 A. Yes.

15 Q. Can we agree that you had an intent to try to run
16 Joey Preston out of Anderson County?

17 A. If he didn't conform to transparency, yes.

18 Q. Now, does your sentence say if Joey Preston doesn't
19 conform to transparency, hopefully we can get him run out of
20 Anderson County soon?

21 A. No.

22 Q. What you say is hopefully you can get him run out
23 of Anderson County soon, right?

24 A. Yes.

25 Q. Was this inaccurate?

1 A. It states, in the Item 13 you gave me, what we're
2 going to do. It didn't say anything about running off Joey
3 Preston.

4 Q. Well, on the exhibit we're looking at now, it does
5 though, doesn't it?

6 A. Yes.

7 Q. Can you see how that might cause a reasonable
8 person to conclude that you were advocating to put him on
9 leave so you could run him out of Anderson County?

10 A. Maybe.

11 Q. The last sentence that you have there, and you
12 write, quote, "we missed talking with you personally."

13 The first question I have about that sentence is this.
14 who is we?

15 A. She talked to a lot of people. She talked to Cindy
16 Wilson a lot, and I don't know what other council members.
17 But I know she talked with Cindy and she talked with me a
18 few times.

19 Q. And then you cited us, and I quote, "your friend
20 Eddie."

21 Is that right?

22 A. Yes.

23 Q. At the beginning of this deposition I asked you
24 well, what was your relationship with Jenna Trammell.

25 Do you remember that?

1 A. Yes.

2 Q. And that time you said well, she was just a
3 reporter who wrote some articles about me.

4 Do you remember that?

5 A. Yes.

6 Q. But, in fact, she was your friend, wasn't she?

7 A. She helped me out with a lot of reports. So, yes,
8 I guess you could say that, yeah.

9 Q. She was an individual that you missed talking to
10 personally, right?

11 A. Yes.

12 Q. That's what this email says?

13 A. Yes.

14 Q. When you told me this morning she was just a
15 reporter, that wasn't true, was it?

16 A. She was just a reporter in most of the incidents
17 you're talking about, yes. But she's a friend. She helped
18 me out on reading the items that I wrote.

19 Q. Can we agree that Jenna Trammell was more than just
20 a reporter to you?

21 A. She's a friend.

22 Q. And what way was Ms. Trammell somehow in jeopardy?

23 A. She was terrified of Mr. Preston.

24 Q. Did she ever tell you why?

25 A. She did not go into details with me about it. She

1 was just scared of him.

2 Q. Have you ever been to Cindy Wilson's house?

3 A. Yes.

4 Q. Does she live on a farm?

5 A. She's got a few acres where her house is, but there
6 is -- I wouldn't say it was a farm.

7 Q. I'm assuming that there's a public road that goes
8 somewhere near her house.

9 A. Yeah.

10 Q. Does her driveway connect out to that road?

11 A. Yeah.

12 Q. How far is her home situated from the road?

13 A. Maybe a mile, maybe a half mile or so.

14 Q. Let me show you the next exhibit, Exhibit 15.

15 Is this an email from Jenna Trammell to you dated
16 October -- August 4th, 2008?

17 A. Uh-huh. (Affirmative).

18 Q. In this email, does Ms. Trammell indicate, and I
19 quote, "I am really fearful of J.P. I stayed at Cindy's
20 house for two weeks back in March, and we were constantly
21 looking out the windows and worrying that someone was spying
22 on us."

23 Do you see that?

24 A. Yes.

25 Q. How far did you say Cindy's house is from the road?

1 A. Her house?

2 The road in front of her house is probably 50 yards and
3 that road goes out to the main road, which is about a mile
4 off the main road. You're talking about a main road. It's
5 about a mile off the main road. Just the street that drives
6 in front of her house, she's probably 50, 75 yards off the
7 road, a little small street.

8 Q. Are you aware of the circumstances under which
9 Jenna Trammell was terminated from Anderson University?

10 A. I really don't know anything about Jenna Trammell
11 that much except on what she wrote. I know she worked at
12 Anderson College and I know that she was -- doesn't work
13 there now, but I don't know any of the details. I really
14 don't know her personal business. We really were not that
15 close.

16 Q. But this email is consistent with your earlier
17 testimony that Cindy and Jenna were friends, right?

18 A. Yes.

19 Q. Is this an email from you dated August 5th, 2008,
20 to Holt Hopkins?

21 A. That's correct.

22 Q. Who is Holt Hopkins?

23 A. Holt Hopkins is over the transportation, roads and
24 bridges department. Right now he currently holds the
25 assistant administrator position.

1 Q. Now, it's true, is it not, that the reason you want
2 to take this tour at this point in time is because you
3 haven't yet been sworn in?

4 A. That's correct.

5 Q. And what would happen after you get sworn in?

6 A. Have to get permission of the administrator.

7 Q. As I understand it, and I'm asking you to correct
8 me if I'm wrong, the way the county administrator government
9 and how it works here was the employees reported to the
10 county administrator, and then the county administrator
11 reported to county council, and then county council
12 prescribed policy and directives to the county
13 administrator, and it would go back down and even direct the
14 employees as to how to further that policy.

15 Is that your understanding too?

16 A. Yes.

17 Q. The last sentence in your email here to Mr. Holt
18 Hopkins says, and I quote, "anything you tell me will be
19 held in strict confidential manner. I am assuming you meant
20 manner -- sorry. End quote.

21 What do you believe or what prompted you to offer
22 confidentiality to Holt Hopkins with respect to an upcoming
23 meeting that you were planning on having with him?

24 A. Meeting as a council-elect, I just didn't want him
25 to be put in a situation that he was talking to us and get

1 him in any kind of jeopardy with his job. So, that's the
2 reason I said that. I didn't want any kind of retaliatory
3 measure against him if there could possibly be any, if he
4 had any question he wanted to ask me about county council.
5 At that time I was nothing more than a citizen. So, I could
6 talk to him about a problem.

7 Q. Mr. Moore, when we went off-the-record, we were
8 talking about Deposition Exhibit 17.

9 Is this an email from you to Rick Driver at an address
10 of S-U-T-H-R-N boy@charter.net?

11 A. Uh-huh. (Affirmative).

12 Q. Is that a yes?

13 A. Pardon?

14 Q. Is that a yes?

15 A. Yes.

16 Q. Who is S-U-T-H-R-N boy@charter.net?

17 A. It's Stan Welch.

18 Q. Stan Welch is a reporter, right?

19 A. Yes.

20 Q. And the other one was Rick Driver?

21 A. Yes.

22 Q. Can I ask you why you are discussing audit
23 procedures with a radio announcer and a newspaper reporter?

24 A. They were trying to understand the Greene, Finney &
25 Horton. I think that was on the agenda and I was explaining

1 to them about summary and stuff.

2 Q. In the second paragraph, it says, and I quote, "I'm
3 going to list what we normally start out with in an audit
4 scope. This is only part of one that I have been associated
5 with in the past few years and is only partial."

6 Do you see that?

7 A. Yeah.

8 Q. What audits are you associated with?

9 A. When I was at Fluor we'd go into different jobs and
10 audit the job site. When I was really involved with was one
11 in Kuwait. We went in the -- went in the material and stuff
12 like that and audited the job, and I did -- the man hours
13 was my portion of it as far as doing material take-off to
14 see if everything was right and just make sure there wasn't
15 any double-dipping on stuff and things like that. It's been
16 a few years ago.

17 Q. You said that your version of it was the man hours?

18 A. Man hours in piping, construction materials, stuff
19 like that. Checking different construction materials
20 on-the-job.

21 Q. With respect to your portion, what were the
22 financial components?

23 A. It was a 10 billion-dollar job and my part of it, I
24 guess as far as piping, was probably one of the largest
25 parts of it. It was in the millions.

1 Q. Give me a for example as to some of the things that
2 you would look at.

3 A. Material cost.

4 Q. For what type of materials?

5 A. Piping. It could be finishing out buildings,
6 lumber, just everything. Anything, anything to do with that
7 construction materials that goes into the building. Plant,
8 tanks, equipment, pipes, electrical.

9 Q. Is this an email from Stan Welch to you dated
10 August 13th, 2008?

11 A. Yes, it is.

12 Q. The first question I have for you is do you see the
13 first line where it uses the term witch hunters?

14 A. Okay.

15 Q. What he's saying is Eddie, if you can get the witch
16 hunters to understand what should be done, you are the man.

17 That's what he said, right?

18 A. Yeah.

19 Q. Do you see down below where he writes, and I quote,
20 "this process needs to move a step or two away from Charles
21 Crowe and Rick Driver."

22 A. Uh-huh. (Affirmative).

23 Q. You have to say yes or no.

24 A. Yes.

25 Q. Can we agree that you didn't really heed that

1 advice?

2 A. That I didn't what?

3 Q. Heed that advice, follow it.

4 A. Probably. Because I probably did somewhat, yeah.

5 Q. You believe that you did follow that advice?

6 A. Yeah.

7 Q. That you moved the process a step or two away from
8 Charles Crowe and Rick Driver?

9 A. We had -- when you're talking about 1.4 million
10 transaction a year, there's no way you can check that many
11 transactions. So, we did spot checks, you know, what we did
12 as far as looking at stuff, you know. We didn't do -- you
13 can't do an audit with that many transactions. It would
14 just be too expensive.

15 Q. I understand that you may of tailored the process
16 differently, but you didn't move the process away from Rick
17 Driver, did you?

18 A. Rick Driver has nothing to do with what we were
19 doing as an audit.

20 Q. In your view, did an audit need to be conducted in
21 Anderson County as of August of 2008?

22 A. I think so, yes.

23 Q. You believe that that was an important task to be
24 performed?

25 A. Yes.

1 Q. On August 13th of 2008, are you emailing Stan
2 Welch about the audit that you believe is important to
3 Anderson County?
4 A. Yes, how to do it.
5 Q. Is this four months before you would be sworn in?
6 A. Yes.
7 Q. And you're discussing something that you view as
8 important to Anderson County with a reporter?
9 A. Yes.
10 Q. At some point during August of 2008, do you recall
11 a lawsuit that Joey Preston filed against Bob Waldrep and
12 Cindy Wilson?
13 A. I remember something about that.
14 Q. Let me show you what we're going to mark as our
15 next exhibit.
16 Mr. Moore, is this an email from you dated
17 August 14th of 2008?
18 A. Uh-huh. (Affirmative).
19 Q. Is it to Kelly at waldreplaw.com?
20 A. That's right.
21 Q. Is that Bob Waldrep's email address?
22 A. Yes.
23 Q. Do you write in the body of your email, and I
24 quote, "I just heard about the stupid lawsuit. He is
25 desperate and just wants to freeze everything so we can't

1 run him off."

2 Did you write that?

3 A. Yes, I did.

4 Q. Before we go home today, sir, I'd like to give you
5 an opportunity.

6 Is there anything you would like to change about your
7 testimony in relation to your intent to run Mr. Preston off
8 or replace him as the county administrator?

9 A. That's what the audit was all about. If he didn't
10 adhere to the audit, we'd run him off.

11 Q. Is that what this email reflects?

12 A. Exactly. If you look that day before, that's
13 exactly what we're talking about, audit.

14 Q. In fact, wasn't the audit just the vehicle that you
15 intended to use as a process whereby you could get rid of
16 him?

17 A. No.

18 Q. The plan all along was to set up an audit that
19 would find something that you could use as some sort of
20 basis to terminate Mr. Preston, right?

21 A. No.

22 Q. Is it your sworn testimony no, that wasn't the
23 plan?

24 A. We weren't going to do an audit and audit the
25 county finances to see what we found and that's it. Excuse

1 me. We were going to do an audit and audit the county
2 finances to see what we found and that's it. If anything
3 came out of it, so be it. That's what we're going to do, an
4 audit.

5 Q. What did you mean then when you wrote he's
6 desperate and wants to freeze everything so we can't run him
7 off?

8 A. We wanted a transparent set of an accounting -- we
9 wanted a transparent set of an accounting books so we could
10 do an audit and wanted to make sure everything was unfroze
11 and everything in the accounting department was given to us
12 so that we could do a complete and accurate audit.

13 Q. Did you realize that, in December of 2008, the
14 Anderson County Court of Common Pleas actually issued an
15 injunction against Bob Waldrep and Cindy Wilson for
16 interfering with Joey Preston's employment functions?

17 A. Yes, I did know that.

18 Q. Have you ever been involved with the Commerce
19 Department?

20 A. We took a trip down to the Commerce Department and
21 met with the commerce secretary.

22 Q. When was that?

23 A. It would of been in early 2009. We met him. I met
24 him in 2008 as I was council-elect. I met him and talked to
25 him in Greenville over here myself. Just talked to him a

1 little bit.

2 Q. Mr. Moore, when we were discussing your work
3 background earlier, I didn't recall that you ever worked
4 with the Commerce Department.

5 A. When you go into countries like that, you'll see a
6 lot of commerce staff that comes in. Like when you're over
7 in Kuwait and stuff like that, you see people from the
8 Department of State. You meet them because of your passport
9 if you go to the embassy and sign up and everything. I met
10 a lot of people that have been involved like with the
11 contracts.

12 As far as heavily involved and personal, no, I was not
13 heavily involved with them, but I was around them enough to
14 pick-up what was going on, and how they're working and stuff
15 like that. Just --.

16 Q. So, you did work with the Commerce Department?

17 A. Absolutely not, no, no. Just when you're in a
18 foreign country you see State Department personnel and
19 commerce people touring job sites and stuff like that. You
20 see them all the time. A lot of times they're at meetings
21 with us and things like that. On the government contracts,
22 you see them there and they talk about aspects of the
23 contract and stuff like that. Just interactions. A lot of
24 good information you pick-up from them.

25 Q. Mr. Moore, is this an email from you to Stan Welch

1 and Rick Driver dated October 20th of 2008?

2 A. Yes.

3 Q. And it states, and I quote, "well, I told Radio Hog
4 Saturday that they been trying to get rid of Joey for ten
5 years, and we did it just by wining a primary and good
6 detective work."

7 Do you see that?

8 A. Yes.

9 Q. Did you write that?

10 A. Yes.

11 Q. Did that express your intent properly?

12 A. Expressed what happened.

13 Q. First of all, who is Radio Hog?

14 A. Charles Crowe. It's his nickname on the radio.

15 Q. And is it true that there's a group that has been
16 trying to get rid of Joey for ten years?

17 A. I think, if you ever listen to the radio show, you
18 would think there probably is a group.

19 Q. There is a group, isn't there?

20 A. I guess anyone talks on the radio show.

21 Q. Or there was a group?

22 A. Yeah.

23 Q. Why, in October of 2008, did you feel like you had
24 gotten rid of Joey by winning a primary?

25 A. That's when they started the letter and everything,

1 and that's when he got his -- started getting the details
2 about the contract that was going to take place about that
3 timeframe.

4 Q. I'm sorry.

5 what contract?

6 A. The buy-out in November.

7 Q. Do you mean to tell me that on October 20th,
8 2008, you knew the details of the severance agreement
9 already?

10 A. No. But the letter -- but there was a letter
11 there. There's a letter that we saw there that was --
12 pretty much he said something about a letter you know.

13 Q. No, I don't know.

14 what letter?

15 what are you talking about?

16 A. There was a letter that was out there that
17 everybody talked about. I don't remember exactly the
18 details of it.

19 Q. As of October of 2008, you were expressing the
20 opinion that you had gotten rid of Joey just by winning a
21 primary, right?

22 A. Yeah.

23 Q. Let me get you to look back at Exhibit 21 for a
24 second.

25 After the parenthetical it says, and I quote, "note: I

1 have been involved with the Commerce Department and State
2 Department when we have gone into different countries
3 recruiting jobs, contracts, et cetera."

4 A. Yeah.

5 Q. Do you see that?

6 A. Yeah.

7 Q. You weren't involved with the Commerce or State
8 Department in recruiting jobs or contracts, were you?

9 A. Well, when you go in there, they've got -- the
10 contracts and stuff were government contracts, and they were
11 locked in with the Commerce Department, and then the State
12 Department would go in.

13 As far as contracting like we was doing that audit in
14 Kuwait, they were really heavily -- they were heavily
15 involved in it. And as far as the jobs and stuff, there
16 were some permanent jobs that was placed in there for
17 citizens of the United States that's working over there to
18 this day in Kuwait. They're permanent over there, and
19 they're U.S. citizens, and we was heavily involved in
20 contracts and stuff like that.

21 You know, I, I was there and that's part of the team.
22 I'm not one of the main players, but I was there and I was
23 able to participate in it, which is very good learning
24 experience for me.

25 Q. What personal efforts did you conduct in recruiting

1 jobs?

2 A. As far as the contracts and stuff, you know, as far
3 as just like -- that is a, a Union Carbide Plant, and if
4 somebody of the information -- some of the product and stuff
5 is going to be coming back in the United States, when they
6 come back in and we're building plants, like the plant was
7 built up in North Carolina, that is part of the plant is
8 creating jobs in the United States. That plant created jobs
9 for people in the United States because of part of the
10 product was made up there.

11 Q. Let's go back.

12 what was your job at Fluor Daniel again?

13 A. Well, there I went in with the estimating over
14 there, but --.

15 Q. So, the estimating department, you were involved
16 with recruiting jobs?

17 A. We were there I mean participating because the
18 jobs -- some of the jobs are going to be related as far as
19 bringing a plant back up here into the United States would
20 be some of the -- in other words, when you build and do some
21 of the product over there that they were doing, it was
22 carbide and then they bring some of the product back into
23 the States to build plants in the United States. So, I
24 guess it might be a stretch, but, yes, that's involved in
25 bringing jobs to the United States.

1 Q. I'll show you what we're going to mark as
2 Deposition Exhibit 23.

3 Mr. Moore, I'd like to turn your attention to Exhibit
4 23, which is actually a string of emails. If you could look
5 at the bottom email, which will be the first one in the
6 chain, the caption is on the first page, but it spills over
7 onto the second page.

8 A. Right.

9 Q. Is that an email from you to Joey Preston carbon
10 copying Tom Allen, Linda Gilstrap, and Bob Waldrep dated
11 November 13th, 2008, at 9:24AM?

12 A. Yes.

13 Q. Can you turn the page?

14 A. Are you asking, and I quote, "I am respectfully
15 asking that you hold off on doing any shredding of any kind
16 of documents for Anderson County at the present time."

17 A. Yes.

18 Q. It's true, is it not, that when you wrote this
19 email, you knew that the documents being shredded were not
20 Anderson County documents?

21 A. I didn't know that.

22 Q. Is it your sworn testimony that you did not know
23 that?

24 A. I did not know that.

25 Q. Mr. Moore, is Exhibit 24 an email from you to Gail

1 King dated November 13th, 2008, at 6:58AM?

2 A. Yes.

3 Q. Does the email say, and I quote, "hey, gal, thanks
4 for your quick response. We new council members just want
5 to make sure no county documents are destroyed at all before
6 our auditors examine them. You have a great weekend."

7 A. Yes.

8 Q. Does it appear that at 6:58AM on 11/13/2008 that
9 you heard from Gail King previously that there were no
10 documents being destroyed?

11 A. Yes.

12 Q. Did you request the carpool list before or after
13 you were sworn in?

14 A. It would have to have been before he was gone.

15 Q. Were you provided with a carpool list?

16 A. I don't remember what I got. I got a lot of stuff
17 from him. I can't remember.

18 Q. Did you say you got a lot of stuff from him?

19 A. He gave me a lot of stuff, yeah.

20 Q. When you requested information, was he responsive?

21 A. I've got no complaint about that.

22 Q. And yet a lot of the accusations you made were that
23 there was a lack of transparency.

24 How do you reconcile those things?

25 A. I reconciled them by looking and hearing and

1 reading in the paper that an administrator is suing a county
2 councilman and don't want to give him financial reports. A
3 red flag goes up when you see articles like that in the
4 paper.

5 Q. And the incident you're referring to is the
6 incidents related to Cindy Wilson's request for documents,
7 correct?

8 A. Yes.

9 Q. I'm asking -- I'm talking about your personal
10 experience though, and your personal experience, when you
11 requested information, it was provided, were you not?

12 A. I didn't request for any detailed financial
13 information.

14 Q. You didn't?

15 A. Not the detail I'm accustomed to seeing. In other
16 words, whole departments and stuff like that. I only got
17 bits and pieces. I didn't get everything.

18 I think I got a copy of a budget. He gave me a budget
19 and things like that. But as far as getting into the nuts
20 and bolts, I didn't get that, no.

21 Q. In fact, didn't you request not only the budget,
22 but all of the underlying supporting documentation for the
23 budget?

24 A. I requested a lot of stuff. I don't remember
25 everything I got. I did get a lot of stuff from him, but

1 exactly what I got from him I'd like to go back and look in
2 my office to tell you exactly what I got. But I did get
3 stuff from him.

4 Q. Do you recall receiving several hundred pages of
5 supporting documentation underlying the budget?

6 A. I received a lot of information from him. I can't
7 recall exactly what I got from him without looking at it
8 because I would not be -- I couldn't be truthful because I
9 don't know without looking at them.

10 Q. The basis for your observation that there was a
11 lack of transparency is bottomed on issues relating to Cindy
12 Wilson, is it not?

13 A. It's part of it.

14 Q. Well, tell me what the other part was.

15 A. Anytime that a county administrator is refusing to
16 give any kind of financial document information to any
17 sitting council member, I think that's a big part of it.

18 Q. Do you recall when First Quality came to Anderson
19 County?

20 A. I remember us, when we started talking to them, as
21 far as on my end, yes.

22 Q. Were you on county council at that point in time?

23 A. I don't know when they came in for the first time.
24 I can't say that if it was before me or not.

25 Q. What was the last big industry that came to

1 Anderson County?

2 A. Of course, we've got First Quality and we've got
3 Michelin. We've got a big expansion of Electrolux. We've
4 got an expansion over in Honea Path. We've got an expansion
5 of Bosch. A lot of things.

6 Q. To the when a major industry comes to a county,
7 there's is a ramp-up period where the industry meets with
8 county officials, is there not?

9 A. I think so, yeah.

10 Q. And during that period of time, substantial amounts
11 of confidential information is exchanged, right?

12 A. Yes.

13 Q. You're not suggesting that it's appropriate for
14 information such as that to be withheld from disclosure from
15 the public prior to the industry arriving in your county,
16 are you?

17 A. I would not have known the circumstances behind
18 everything before I could say yes or no like that because
19 the financial ramifications of it could be different.

20 Q. But certainly there are instances where financial
21 information relating to the county shouldn't be in a public
22 domain?

23 A. Yes.

24 Q. Was there any point, during your divorce
25 proceedings, where you made a misrepresentation to a Court?

1 A. Not that I recall. I would have to read it. I
2 mean not that I can remember.

3 Q. As you sit here today, you can't remember whether
4 you made any misrepresentations to the Court in your divorce
5 proceedings?

6 A. I can't remember. I can not remember that.

7 Q. We've marked this as Exhibit 25 to your deposition.
8 Is this an email from you to Rick Driver dated
9 November 13th of 2008?

10 A. Yes.

11 Q. What are you asking Mr. Driver to keep
12 confidential?

13 A. It was just some responses that Preston sent back
14 to me I think. I can't remember what it was because
15 Mr. Preston sent me several things. But he sent me
16 something, I think, might of been about the shredding. I
17 don't remember. But he did several correspondents to me.
18 So, that was probably it.

19 Q. Did Mr. Preston clarify to you that no county
20 documents were being shredded?

21 A. Yes.

22 Q. Is that what you were asking Mr. Driver to keep
23 confidential?

24 A. I just didn't want anything -- I didn't want any
25 conversations I was having with Mr. Preston to be on the

1 radio. I feared that was confidential between he and I.

2 Q. If you felt like it was confidential between you
3 and Mr. Preston, why did you share it with Mr. Driver?

4 A. They had been talking about the shredding and
5 everything on the radio, and I sent the response to him that
6 he gave me.

7 Q. What were they talking about on the radio?

8 A. I don't remember. They were talking about the
9 shredding. They were concerned about the shredding.

10 Q. Were they referencing the shredding of county
11 documents on the radio?

12 A. I think they were.

13 Q. And you asked Mr. Preston about that, right?

14 A. Yes.

15 Q. And Mr. Preston clarified for you that there would
16 be no shredding of the documents that belonged to the
17 county, right?

18 A. Yes.

19 Q. And that's what you asked Mr. Driver to keep
20 confidential?

21 A. That probably was it.

22 Q. What is the time on that email?

23 A. 7:12AM.

24 Q. I'll show you what we'll mark as Exhibit 26.
25 Is this an email from you to Rick Driver dated

1 June 16th, 2008?

2 A. Uh-huh. (Affirmative).

3 Q. Is it time -- is that a yes?

4 A. Yes. Yes.

5 Q. Just remember you have to answer out loud.

6 A. I got you. I understand.

7 Q. Does that email reference an ad that you were
8 running on the Rick Driver Show?

9 A. I think it was, may of been. I run a lot of ads
10 with this show. Had one for -- so, could be, yeah.

11 Q. And the subject of this email reflects ad, correct?

12 A. Yes.

13 Q. Does this refer to the Ken and Barbie ads that you
14 were running?

15 A. I don't think so. I think this might of been the
16 Raymond McKay. I think it might of been that one. I wrote
17 an ad for Bob Waldrep.

18 Q. Are you asking to substitute the words King or The
19 Administrator with a capital T if Mr. Driver so chose in
20 exchange for Mr. Preston's name?

21 A. It could of been McKay. To be honest with you,
22 without looking at it, I don't recall whether that was.
23 Unless you have a copy of the ad, I don't recall whether
24 that was the administrator, but foreseeably it could be.

25 Q. But what you wrote here, and I quote, "if you think

1 it would be better to take out Preston's name, you could
2 substitute King or The Administrator for it."

3 Right?

4 A. Right.

5 Q. Let me show you what we'll mark as Exhibit 27.

6 Last week, when we met, I asked you a question about an
7 order to cease and desist that you received from the Board
8 of Registration for Professional Engineers and Surveyors,
9 right?

10 A. Right.

11 Q. Is that this order?

12 A. Yes.

13 Q. Is this the order you received?

14 A. Yes, it is.

15 Q. Last week we talked about a woman named Jenna
16 Trammell.

17 Do you recall that?

18 A. Yes.

19 Q. Is Jenna Trammell a professional writer?

20 A. She does write little articles for this little
21 newspaper and I think she's got an English degree. She use
22 to be a professor I think at Anderson College.

23 Q. Does she receive compensation for her writing?

24 A. Not sure. You'd have to ask her. I'm not sure.

25 Q. Let me show you what we'll mark as Deposition

1 Exhibit 28.

2 Is this an email from you to Bob Waldrep dated
3 September 23rd, 2008?

4 A. Yes, it is.

5 Q. Does it reference a conversation you had with Tom
6 Beckwith and Bob Daniels?

7 A. Yes, it does.

8 Q. What it says, and I quote, "they will be there on
9 Sunday."

10 Are you referring to the meetings that were occurring
11 at Bob Waldrep's office between June of 2008 and December of
12 2008?

13 A. Yes.

14 Q. Would you have reviewed that budget with Bob
15 Daniels?

16 A. Bob Daniels?

17 I think he may of looked at it, yes.

18 Q. Why were you reviewing the budget during this time
19 period?

20 A. Mr. Daniels worked for -- use to work for the --
21 work with the county and pretty much wrote the accounting
22 program at the county. He's very familiar with it, and the
23 printout that we got was from the county program.

24 Q. What were you trying to ascertain by reviewing the
25 budget?

1 A. I'm not an accountant. Mr. Daniels was very
2 familiar with accounting practices and procedures. Mr.
3 Beckwith is controller of fiberglass, and I just wanted
4 to -- and I just wanted somebody that was a little bit more
5 educated than I was on that.

6 Q. In order to do what?

7 A. To examine the budget and know what the numbers
8 meant.

9 Q. Was this information that you requested from
10 Mr. Preston?

11 A. Probably was.

12 Q. And you recall obtaining budget information?

13 A. He gave us an entire budget for the oncoming year,
14 and as well as I remember, he gave me one for the budget
15 year before. I can't remember, but I think he gave me two
16 budgets as well as I remember.

17 Q. During the meetings that occurred at Bob Waldrep's
18 office between June of 2008 and December of 2008, do you
19 also recall reviewing a listing of the county vehicles by
20 department?

21 A. Yes.

22 Q. What were you trying to ascertain by reviewing the
23 list of county vehicles by department?

24 A. Looking for ways to save money in the county. See
25 how many vehicles were actually out there.

1 Q. And can you remind me when you were sworn in again?

2 A. January.

3 Q. January of 2009?

4 A. Yes.

5 Q. Let me show you what we'll mark as Exhibit 29.

6 Is this an email, at the top -- I'm referring to the
7 top email.

8 Is this an email from you to Rick Driver dated
9 September 23rd of 2008?

10 A. Yes.

11 Q. Do you state in your email, and I quote, "your eyes
12 only, let's see what we get"?

13 A. Yes.

14 Q. Why are you forwarding an email from you down below
15 requesting budget information to Rick Driver on
16 September 23rd of 2008?

17 A. I share information with any agency that's news
18 media.

19 Q. I'm sorry.

20 What?

21 A. I share information with any news media that
22 request anything as far as budgets and stuff like that. He
23 was very interested in budget items. So, I forwarded it to
24 him.

25 Q. Why would you give it to Rick Driver if you don't

1 want him to discuss it?

2 A. He has information that he is received under FOI,
3 Freedom of -- FOI requests.

4 Q. After you were sworn in in January of 2009, it is
5 true that you continued to forward information to Rick
6 Driver, is it not?

7 A. Yes.

8 Q. Let me show you what we'll mark as Exhibit 30.

9 Is this an email from you to Tom Allen dated
10 October 1st of 2008?

11 A. Yes, it is.

12 Q. The package you're referencing in the body of your
13 email, is that referring to the budget information?

14 A. It was some budget information that we received,
15 yes.

16 Q. Shouldn't the G.L.R. balances reconcile regardless
17 of the backup information?

18 A. There was the numbers. I don't know how to explain
19 it. I'd have to get Mr. Daniels or somebody to explain it.
20 It wasn't matching exactly right, what I saw, what I saw and
21 what I had.

22 Q. Is that why you were asking Bob Daniels to review
23 the budget?

24 A. Yes, to give me an education on how the G.L.R.'s
25 worked and the program worked. It could of just been a

1 hindsight. I don't know. I just wanted to know why stuff
2 wasn't right.

3 Q. What did Bob Daniels tell you?

4 A. He just said that he would need to run, get some
5 reports run, that he could take care of it when we came --
6 take care of it if and when he came in to help us out with
7 looking over the financial reports.

8 Q. What did he mean if and when he came in?

9 A. We wanted him to come on board and help us because
10 he had worked with the county before and he understood the
11 reports and he was very familiar with the program and he
12 knew how to do extractions inside the programs.

13 Q. Are you suggesting, by the use of the term purged,
14 that Mr. Preston had removed material information from the
15 budget information he gave you?

16 A. I'm not assuming anything. I don't know.

17 Q. Let's look at the next exhibit.

18 Is this an email from you to Tom Allen dated
19 October 2nd of 2008?

20 A. Yes.

21 Q. Do you write, and I quote, "I was afraid it would
22 be sanitized before we got it"?

23 A. Yes.

24 Q. What did you mean by the use of the term sanitized?

25 A. I didn't know whether they had pulled out invoices

1 or whether all the information that was on the G.L.R. was
2 correct or not.

3 Q. Did you subsequently conclude that they had pulled
4 out information?

5 A. I couldn't come to that conclusion because it
6 wasn't complete.

7 Q. What information was incomplete?

8 A. The numbers didn't match.

9 Q. The last exhibit and this exhibit were to Tom
10 Allen, is that right?

11 A. Yes.

12 Q. Was Tom Allen a participant in the meetings that
13 were occurring at Bob Waldrep's office?

14 A. Tom came to just about all the meetings. He came
15 to us -- to just about all of them, yes.

16 Q. Was Mr. Allen involved in the review of the budget
17 like you?

18 A. Yes.

19 Q. Did Mr. Allen participate in the meetings?

20 A. Yes.

21 Q. Have you reviewed either the complaint or the
22 amended complaint filed by Anderson County against
23 Mr. Preston?

24 A. I don't.

25 Are you talking about the one against Mr. Preston?

1 Q. Yes, sir.

2 A. Yes, I've looked over it.

3 Q. Do you recall the allegations made against
4 Mr. Preston with respect to Heather Jones as reflected in
5 the complaint and the amended complaint?

6 A. I really don't recall all those details, no.

7 Q. Were you ever present during any conversations that
8 Mr. Preston had with Heather Jones in November or December
9 of 2008?

10 A. I don't recall that. I don't recall that. I don't
11 recall if Mr. Preston was there. Like I said, I met with
12 Ms. Jones, but I don't remember if Mr. Preston was there or
13 not. I don't remember

14 Q. To your recollection, the department heads had
15 vehicles, correct?

16 A. I'm pretty sure.

17 Q. And you had the county vehicle list in a period of
18 time between June of 2008 and December of 2008, which would
19 reflect who had a car and who didn't have a car belonging to
20 the county?

21 A. Yes.

22 Q. Do you know when the county department heads began
23 starting to have access to county vehicles?

24 A. No, I don't.

25 Q. Was it prior to the primary in 2008?

1 A. I would assume so.

2 Q. When you met with Ms. Jones, did you have a
3 productive meeting?

4 A. It was a pretty good meeting. I think so.

5 Q. Did she supply you with information you requested?

6 A. Yes.

7 Q. Was she polite?

8 A. Absolutely.

9 Q. After you took office in January of 2009, do you
10 have a recollection of when or if the county decided to take
11 away Ms. Jones vehicle?

12 A. I don't recall. That's the job of the
13 administrator.

14 Q. When you say it was the job of the county
15 administrator, what do you mean?

16 A. They're the director of personnel. Our only
17 employer or employee is the administrator and the clerk.

18 Q. Does the county administrator ultimately decide
19 what county employees should or should not have access to a
20 county vehicle?

21 A. Yes.

22 Q. Were you present during any conversations between
23 Heather Jones and Mr. Preston wherein it was discussed what
24 should happen regarding the county vehicle that Ms. Jones
25 used?

1 A. I don't recall that conversation at all.

2 Q. Were you present when any memoranda may or may not
3 have been drafted with respect to Heather Jones use of the
4 county vehicle?

5 A. No.

6 Q. Let me show you what we'll mark as Exhibit 33.
7 Is this an email from Tom Beckwith dated
8 October 13th, 2008, to Bob Waldrep carbon copied to you
9 and Tom Allen?

10 A. Yes

11 Q. I'd like to turn your attention to the line that
12 says, and I quote, "Bob would appreciate your okay before I
13 send it."

14 Do you see that?

15 It's on the first page, sir.

16 A. Oh, okay. Yeah.

17 Q. Do you know why Tom Beckwith is seeking Bob
18 Waldrep's approval to send a letter that he authored as a
19 concerned citizen?

20 A. Tom is very involved with the county. He comes to
21 all the council meetings. He cares about the county.

22 Q. I appreciate that response, but what I want to know
23 is do you know why Tom Beckwith is asking Bob Waldrep to
24 give his approval before sending a letter that he authored
25 as a concerned citizen?

1 A. I can't speak for him. I don't know.

2 Q. Let's look at Page 2 of this exhibit, which is the
3 page that has the Bates Number FE1000299.

4 Do you recall reading this letter?

5 A. I do somewhat recall it, yes.

6 Q. In the first sentence Mr. Beckwith writes, and I
7 quote, "recently I have been made aware of certain actions
8 that the majority of the present Anderson County Council is
9 considering taking involving certain county council members
10 and the Anderson County administrator."

11 Do you see that?

12 A. Yes.

13 Q. What was your understanding that Mr. Beckwith was
14 referring to as of October 8th of 2008?

15 A. The only thing I can think of would be -- was some
16 kind of a letter that the council -- he said he's being
17 anticipatorily, anticipatory breached or something and there
18 was suppose to be something about that as far as a contract.
19 Only thing I can think of that would be it. Seems like that
20 was in that timeframe.

21 Q. Was this in reference to your rumored severance
22 agreement that might be executed between county council and
23 Mr. Preston?

24 A. I can not say because I really -- I don't remember
25 exactly what he was referring to. I would think that would

1 probably be an accurate statement.

2 Q. And down below there's a paragraph that starts with
3 if this council.

4 Do you see that?

5 A. Where is that you're talking about?

6 Q. It's down below, sir.

7 A. Okay.

8 Q. And that sentence states, and I quote, "if this
9 council is complicit in going along with the administrator
10 and his scheme, I will be highly disappointed, but sadly not
11 very surprised."

12 Does that help you remember what your understanding of
13 this letter was as of October 8th of 2008?

14 A. I would think that's probably what it's
15 referencing. Settlement.

16 Q. The severance agreement that was executed in
17 November 18th of 2008---

18 A. Uh-huh. (Affirmative).

19 Q. ---and, in fact, isn't it also true that, beginning
20 of October of 2008, Mr. Driver was reporting on the radio
21 rumors that the severance agreement would be negotiated with
22 Mr. Preston during that timeframe?

23 A. I don't listen to the radio all the time. So, it's
24 possible that's true.

25 Q. Let's look at Deposition Exhibit 34.

1 Is this an email from Tom Beckwith dated October 9th,
2 2008 to Tom Allen, yourself, and Bob Waldrep?

3 A. Yes.

4 Q. Does it attach an earlier draft to the letter that
5 we just looked at as attached to the prior exhibit?

6 A. Yes.

7 Q. Let's look at the exhibit we're getting ready to
8 look at. I think it was Exhibit 34.

9 The third line down, does this reflect that Mr.
10 Beckwith stated to you he had based the contents of this
11 letter, and I quote, "on what I've heard on Rick Driver and
12 attending the county council meetings"?

13 A. That is -- that's what it says.

14 Q. And what was the date of this email?

15 A. October 9th.

16 Q. Of?

17 A. 2008.

18 Q. We've marked this as Exhibit 35, Mr. Moore.

19 Is this an email from Linda Gilstrap to you dated
20 October 13th of 2008?

21 A. Yes.

22 Q. If you would, turn to Page 2 of that exhibit. That
23 is the page that is Bates numbered FE100008.

24 A. Yes.

25 Q. Do you recall signing this document?

1 A. Yes, I do.

2 Q. And did you sign it as a councilman-elect?

3 A. Yes, I did.

4 Q. And what is your district?

5 A. Pardon?

6 Q. What district do you represent?

7 A. Three.

8 Q. Was it your understanding that Ms. Wilson requested

9 that you execute this document?

10 A. I'm not sure if it was Ms. Wilson or not. I'm not

11 sure who requested it. It could of been Bob Waldrep. I'm

12 not sure.

13 Q. Could you turn back to Page 1?

14 Do you see where it says, and I quote, "Ms. Wilson

15 would like for you and Mr. Dunn and Mr. Allen to come and

16 sign the attached letter"?

17 A. Yes.

18 Q. Does that refresh your recollection as to---

19 A. I'm not sure if it was hers or not. If they would

20 let her answer if it was hers because Mr. Waldrep was

21 involved in this too. It could of possibly been his too. I

22 can't say who's letter it is, but I supported it and I

23 signed it.

24 Q. Do you have any reason to believe that when Linda

25 Gilstrap wrote that Ms. Wilson was requesting for you to

1 sign it that that was somehow inaccurate?

2 A. I wouldn't know. It just says that Ms. Wilson
3 would like me to sign it. It doesn't say it's her letter.

4 Q. And what were you requesting in the letter?

5 A. The issues of the bonds. They were borrowing a lot
6 of money right there in the last of the year. They had run,
7 run us up about twenty something million-dollars in
8 additional bond money on all kinds of these projects.
9 Looked like they were trying to bankrupt the county before
10 we took office.

11 Q. At this point in time you weren't sworn in as a
12 county councilman, were you?

13 A. I was not.

14 Q. As of October 13th of 2008, had they had the
15 general election yet?

16 A. No.

17 Q. Were you correctly referred to as a
18 councilman-elect then?

19 A. That's probably incorrect because we really were
20 not elected until November. We had no opposition.

21 Q. We've marked this as Exhibit 36.

22 Mr. Moore, is this an email from Stan Welch to you
23 dated October 17th of 2008?

24 A. Yes, it is.

25 Q. Is Stan Welch a reporter?

1 A. Yes, he is.

2 Q. Is he asking you to email a statement that you had
3 previously made so he could read it on the air the next day?

4 A. Yes, he did.

5 Q. When he says read it on the air, is he referring to
6 the Rick Driver Show?

7 A. He has a Saturday show. At that time he was on the
8 Rick Driver Saturday show.

9 Q. At that time, Stan Welch was running his own show
10 on Saturday?

11 A. He was the -- he had his own show on Saturday.

12 Q. Was that show on WAIM?

13 A. Yes.

14 Q. Do you recall that he made those comments on the
15 air?

16 A. I do not recall if he did or not.

17 Q. Do you remember what your statement was?

18 A. I don't recall that.

19 Q. Let me show you what we'll mark as Deposition
20 Exhibit No. 37.

21 Mr. Moore, is this an email from you to Tom Beckwith
22 dated October 22nd, 2008?

23 A. Yes, it is.

24 Q. Do you sign the email to Mr. Beckwith, and I quote,
25 "District Number 3 Obstructionist Cohort"?

1 A. Yes, I did.

2 Q. What caused you to conclude that you were an
3 obstructionist cohort?

4 A. I don't really recall what brought that on, but it
5 probably was something.

6 Q. Did you view your activities in October of 2008 as
7 an obstructionist?

8 A. Probably something sparked me, sparked me off, but
9 I don't recall what it was.

10 Q. Let me show you what we'll mark as Exhibit 38.

11 Mr. Moore, is this an email from you to Tom Beckwith
12 dated November 10th, 2008?

13 A. Yes, it is.

14 Q. Is it correct that, as of November of 2008, the
15 group that was meeting at Mr. Waldrep's office between June
16 of 2008 and December of 2008 were examining procedures that
17 they would implement with respect to an audit?

18 A. Yes.

19 Q. The next sentence in your email says, and I quote,
20 "we are still monitoring the whole situation going on with
21 J.P. and this could shift our priorities on the spur of the
22 moment."

23 what are you referring to?

24 A. Possible buy-out, rumors of the buy-out.

25 Q. As of November 10th of 2008, had you received

1 indiction that there was going to be a possible buy-out of
2 Mr. Preston?

3 A. Yes.

4 Q. During the Family Court proceedings, Mr. Moore, did
5 you represent to the Court that you were an engineer with
6 Fluor Daniel?

7 A. I think I was a field engineer at the time. I
8 think I was on a job site. I need to explain about -- we
9 have classifications there. You have numbers and you have
10 like on the engineering side, and you have, on the design
11 engineering side of the field. You would have like a Level
12 20, Level 20. And if we went out to the field, we would go
13 back and forth with the same level, and that's the way it
14 works. But I was a field engineer on the job site.

15 Q. Is the answer to my question yes?

16 A. Yes.

17 Q. Did you ever make a representation to the Court
18 that you were not in possession of certain furniture that
19 was found out later that you, in fact, were in possession
20 of?

21 A. Yes, family heirlooms that belonged to my family.

22 Q. Did they find that furniture in your garage?

23 A. They found some in the garage.

24 Q. With a lock on it?

25 A. Yes.

1 Q. You had represented that you weren't in possession
2 of that furniture, did you not?
3 A. I don't recall saying that.
4 Q. Why did they have to go out and open up your garage
5 to find that furniture?
6 A. It was family heirlooms left from my family.
7 There's never any question that what was mine before the
8 marriage was mine. She wanted that too.
9 Q. I'll show you what we're going to mark as
10 Deposition Exhibit 44.
11 who is Elaine from The News-Chronicle?
12 A. She runs the Belton paper over there.
13 Q. Does the first sentence of her email state, and I
14 quote, "listened to you guys on WAIM this morning"?
15 A. Yes.
16 Q. Does she then proceed to write, and I quote, "I'm
17 running a day early on my deadline. So, I'll refer to your
18 email on WAIM when writing about the Joey Preston file"?
19 A. Yes.
20 Q. Does it refresh your recollection that you went on
21 WAIM on the morning of November 21st of 2008 to discuss the
22 Joey Preston buy-out?
23 A. Apparently I guess I did. Like I said, I go on
24 WAIM or went on there a lot of times over the course of the
25 years. It's very possible. It's four years ago.

1 Q. And you supplied Rick Driver, at WAIM, with a lot
2 of information as well, don't you?

3 A. Yes.

4 Q. A lot of information about county council business?

5 A. He records the county council and he talks about
6 the county council on his radio. Anderson County politics
7 is pretty much his number one story.

8 Q. Mr. Moore, is Exhibit 46 an email that you sent to
9 the South Carolina Attorney General on November 25th of
10 2008?

11 A. Yes.

12 Q. Had you been sworn into office at that point?

13 A. No, I was doing it as a citizen.

14 Q. Do you carbon copy Tom Allen?

15 A. Yes.

16 Q. Do you also carbon copy Bob Waldrep?

17 A. Yes.

18 Q. Do you blind copy George Haynie?

19 A. Yes.

20 Q. Do you blind copy the clerk of council, Linda
21 Gilstrap?

22 A. Yes.

23 Q. Do you blind copy Rick Driver?

24 A. Yes.

25 Q. Do you blind copy Rick Freemantle?

1 A. Yes.
2 Q. Do you blind copy Tom Beckwith?
3 A. Yes.
4 Q. Do you blind copy Stan Welch?
5 A. Yes.
6 Q. As of November 25th of 2008, had Anderson County
7 conducted an investigation of Mr. Preston?
8 A. No.
9 Q. Mr. Moore, is this an email from Stan Welch to you
10 dated December 1st of 2008?
11 A. Yes.
12 Q. Is Mr. Welch asking you whether he can run a story
13 on your letter---
14 A. Yes.
15 Q. ---to Attorney General McMaster?
16 A. Yes.
17 Q. As of December 1st of 2008 had you been sworn in?
18 A. No.
19 Q. As of December 1st of 2008 had the county commenced
20 its investigation of Mr. Preston?
21 A. No.
22 Q. I'll show you what we're going to mark as
23 Deposition Exhibit 48.
24 Mr. Moore, does Exhibit 48 reflect your forwarding of
25 the response from the South Carolina Attorney General to Tom

1 Allen and Bob Waldrep?

2 A. Yes.

3 Q. Is it dated December 1st of 2008?

4 A. Mine says 12/1/2008.

5 Q. In your experience, is December the twelfth month
6 of the year?

7 A. Yes.

8 Q. Do you blind copy on this email George Haynie?

9 A. Yes.

10 Q. Do you blind copy on this email Rick Driver?

11 A. Yes.

12 Q. Do you blind copy Rick Freemantle?

13 A. Yes.

14 Q. Rick Freemantle, he is, himself, a current
15 plaintiff against Anderson County, is he not?

16 A. Yes.

17 Q. Do you blind copy Tom Beckwith?

18 A. Yes.

19 Q. And Jenna Trammell?

20 A. Yes.

21 Q. And Stan Welch?

22 A. Yes.

23 Q. Mr. Moore, is this an email dated -- is Exhibit 49
24 an email dated December 1st of 2008 from you to Stan Welch?

25 A. Yes.

1 Q. Is the Rusty that you refer to in the first
2 sentence of your email the current interim county
3 administrator?

4 A. Yes.

5 Q. Do you write, and I quote, "I don't want to play
6 our hand just quite yet"?

7 A. Yes.

8 Q. As of December 1st of 2008, had you been sworn in?

9 A. No.

10 Q. Had Anderson County Council conducted an
11 investigation of Mr. Preston as of December 1st of 2008?

12 A. No.

13 Q. As of December 1st of 2008 were you just not ready
14 to play your hand?

15 A. Do what now?

16 what was your question?

17 Q. Mr. Welch, in fact, ran a story, did he not?

18 A. Ran a lot of stories. I can't tell you what he
19 wrote. He run a lot of stories.

20 Q. You have no recollection of him writing a story
21 about the investigation by the South Carolina Attorney
22 General that you had initiated?

23 A. I'm not sure whether this email you're talking
24 about here is related to that or not. But, yes, I remember
25 him writing a story about the Attorney General, yes.

1 Q. I'll show you what we'll mark as Deposition Exhibit
2 50.

3 Is this an email from Stan Welch to you dated December
4 1st of 2008?

5 A. Yes.

6 Q. Does Stan Welch, in the first two sentences, write,
7 and I quote, "Eddie, I spoke with Rusty. We agree that
8 there is nothing to be lost by running with this story.
9 Especially since my paper won't even print before the
10 council meeting tomorrow night"?

11 The document says that, right?

12 A. Yes.

13 Q. And the Rusty that he refers to, as you understood
14 it, was Rusty Burns, correct?

15 A. Yes.

16 Q. To your knowledge, are Rusty Burns and Stan Welch
17 friends?

18 A. Yes.

19 Q. Rusty Burns was one of the attendees of the
20 meetings in Bob Waldrep's office between June of 2008 and
21 December of 2008, was he not?

22 A. He attended meetings, yes.

23 Q. And is it also true that Rusty Burns eventually
24 became the interim county administrator for Anderson County,
25 did he not?

1 A. Yes.

2 Q. Mr. Moore, in your view, if Mr. Burns learned that
3 you had made false allegations, I'm sorry, false statements
4 to the media, would he have an obligation to correct those
5 false statements with the media?

6 A. You would have to ask Mr. Burns. It's
7 hypothetical. I can't answer a hypothetical question.

8 Q. Is Mr. Burns the interim county administrator?

9 A. Yes.

10 Q. Is his job to implement the policies and directives
11 of the Anderson County Council?

12 A. No.

13 Q. It is not?

14 A. We have a council administrator form of government.
15 We don't have administrator council form of government. We
16 make the policies according to ordinance and Mr. Burns works
17 for us.

18 Q. Exactly.

19 A. Yes.

20 Q. Mr. Burns works for you?

21 A. Yes.

22 Q. And as an individual who works for you, does he, in
23 your view as his employer, have an obligation to correct
24 false statements that a council member may make to the
25 media?

1 For example, if Mr. Burns found out that you had made
2 false statements to the media about being an engineer, would
3 Mr. Burns have an obligation to correct those with the
4 media?

5 A. Yes, he would.

6 Q. He would?

7 A. I would think, yes.

8 Q. Mr. Moore, were you present during any
9 conversations between Mr. Thompson and Joey Preston
10 regarding potential employment of Mr. Thompson with Anderson
11 County?

12 Mr. Moore, is this an email from Tom Allen to you and
13 Tommy Dunn dated December 24th, 2008?

14 A. Yes.

15 Q. Will you turn to Page 2?

16 Did you, in anyway, fabricate an email and attach the
17 agenda that's reflected on Page 2 of this exhibit?

18 A. I don't recall whether I had any input on this or
19 not. This could of been all Tom Allen's. I don't recall.
20 We definitely discussed the agenda.

21 Q. The question I have is, I think the answer is no,
22 but I wanted to ask, did you do anything in relation to this
23 email, which was found in your Fluor Daniel account, that
24 manipulated the email or attachment in anyway?

25 A. It's no.

1 Q. Does this email reflect the email and attached
2 agenda as it was sent to you by Tom Allen?
3 A. If it come from Fluor Daniel, that's the way it
4 come.
5 Q. Turn to Page 2, which is the document that is Bates
6 numbered FE100761.
7 During your first meeting in January of 2009, were you
8 nominated as the chairman as indicated in Item Number 2?
9 A. Yes.
10 Q. During your first meeting in January of 2009, did
11 you, as the chairman, make comments condemning the previous
12 council's actions?
13 A. I would have to look at the minutes, but that's
14 probably a true statement.
15 Q. During that meeting, do you recall naming the ad
16 hoc committees?
17 A. I don't recall doing that the first meeting. I was
18 thinking that may have been the second meeting. I'd have to
19 look at the minutes. It was in January.
20 Q. Let's do that. Let's first see how many we can
21 tick off on the prior exhibit that you remember.
22 Do you recall, during your first meeting, going into
23 executive session?
24 A. I'll have to look and see.
25 Q. Let's come back to that one.

1 Do you recall, during your first meeting, hiring a new
2 law firm?

3 A. I'm not sure we did it at the first meeting or
4 second meeting. I know we had a lot of committees on the
5 second meeting. We did a lot, yes, we did.

6 Q. Do you recall, during your first meeting, hiring
7 Mr. Daniels?

8 A. Yes.

9 Q. Do you recall, during your first meeting, naming
10 the ad hoc committees?

11 A. Yes.

12 Q. Do you recall, during your first meeting,
13 entertaining a motion for council's review of all contracts
14 prior to their being---

15 A. Yes.

16 Q. Do you recall, during your first meeting,
17 entertaining a motion to freeze all current contracts prior
18 to pending review by council?

19 A. Yes.

20 Q. Do you also recall, during your first meeting,
21 entertaining a motion to freeze all positions?

22 A. Yes.

23 Q. Do you recall, during your first meeting,
24 entertaining a motion to cease all legal actions pending
25 review by council?

1 A. Yes.

2 Q. Do you also remember, during your first meeting,
3 entertaining a motion to freeze all contracts pending
4 council review?

5 A. Yes.

6 Q. I think that one appeared twice on the list.
7 Mr. Moore, is your daughter named Angie Moore-Hunter?

8 A. Yes, she is.

9 Q. Is she the young lady that you said was the voice
10 of Barbie during your ad campaigns on the Rick Driver Show?

11 A. Yes.

12 Q. Did you ever indicate to your daughter that if she
13 helped you with the campaign you would help her get a job
14 with Anderson County?

15 A. No.

16 Q. That did not ever happen?

17 A. No, never has she asked for any job.

18 Q. During the meeting on Sunday directly prior to the
19 January 6th of 2009 meeting, what was discussed among the
20 group at Bob Waldrep's office?

21 A. Basically just discussed what we wanted to do for
22 the county, our agenda, talked about the agenda items, and
23 how we was going to do the committees and things like that.

24 Q. Did you work on any language in the resolution?

25 A. We probably did as well as I remember. We did look

1 at some of the resolutions. I think Bob did. He's an
2 attorney. He probably did most of that.

3 Q. Was there a more finalized agenda then the one we
4 had just looked at that Tom Allen sent you?

5 A. I think that's probably -- I don't remember one any
6 better than that. I think that's probably it.

7 THE COURT: All right. Thank you very much.

8 We will take our lunch break at this time. I'll ask
9 that you be back in the courtroom ready to resume at, excuse
10 me, a quarter till 2:00. 1:45.

11 Thank you very much.

12 Court's in recess.

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

14 THE COURT: All right. Mr. Davis.

15 MR. TESSIER: Your Honor, we did miss, we did miss one
16 small section of Mr. Moore. If you don't mind, I can just
17 publish it now by myself. It's about seven or eight lines.

18 THE COURT: Any objection?

19 MR. DAVIS: No, Your Honor. It is entirely my fault.
20 My tired, tired eyes, I missed the last page.

21 THE COURT: That's quite all right.

22 Yes, sir.

23 MR. TESSIER: All right. Just to finish now---.

24 THE COURT: Can you tell me where we are?

25 MR. TESSIER: Your Honor, on your page, 306. It's the

1 very last page of the---

2 THE COURT: All right.

3 MR. TESSIER: ---Section 8.

4 THE COURT: Give me one second to get to that one.

5 You say 306?

6 MR. TESSIER: 306 on the second days worth of
7 testimony.

8 THE COURT: Oh, I don't -- he didn't hand me a copy of
9 that one I don't think. That's okay. I'm looking for that
10 one.

11 MR. DAVIS: Perhaps the reason why I missed it, Your
12 Honor, I don't even have it.

13 THE COURT: It's -- he doesn't -- I didn't get it. So,
14 if you don't mind passing up a copy.

15 MR. TESSIER: This is the second page, Your Honor.

16 THE COURT: Mr. Tessier, I believe there's a witness in
17 the room.

18 Any objection to her being present while you do this?

19 MR. TESSIER: Not at all.

20 THE COURT: Okay. Go ahead.

21 MR. TESSIER: It starts on Line Number 13, Your Honor.
22 I'll just publish this in.

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

24 Q. Mr. Moore, when you were discussing Exhibit 55 with
25 Mr. Waldrep, were you in office as a county council member

1 in Anderson County?

2 A. No.

3 Q. Did you ever vote to place Joey Preston on leave?

4 A. No.

5 Q. If, once you were in office, you had learned that
6 Mr. Preston was entitled to a due process hearing before
7 being placed on leave, would you have supported giving him
8 whatever he was entitled to under the law?

9 There's an objection to speculation.

10 A. Yes.

11 THE COURT: All right. Thank you.

12 Now you ready to call the -- and that, that comes in
13 without, without objection?

14 There wasn't an objection to that, was there?

15 MR. DAVIS: There was no objection, Your Honor.

16 THE COURT: Okay. All right. thank you very much.

17 MR. DAVIS: Your Honor, the defense calls Ms. Gracie
18 Floyd to the stand.

19 THE COURT: Come forward, ma'am, to the center here in
20 front of me to be sworn.

21 GRACIE FLOYD, being first duly
22 sworn, testified as follows:

23 THE CLERK: If you would, take the witness stand, and
24 state your name and spell your last name for the reporter
25 please.

Gracie Floyd - Direct examination
by Mr. Davis

1 THE WITNESS: My name is Gracie S. Floyd. My last name
2 is F-L-O-Y-D.

3 THE COURT: Your witness, Mr. Davis.

4 DIRECT EXAMINATION

5 BY MR. DAVIS:

6 Q Good afternoon, Ms. Floyd.

7 Can you tell us your address please?

8 A I live at [REDACTED]
9 [REDACTED]

10 Q Do you have any children, Ms. Floyd?

11 A Yes, I have two fine sons. Gregory William is 40 years
12 old, and Kenneth Wayne will be 37 on Wednesday.

13 Q And you're a widower, is that right?

14 A Yes, I am. Since 1999.

15 Q And I'd like to turn your attention to your educational
16 background.

17 Where did you go to high school?

18 A I went to high school in Columbia, South Carolina.
19 This was my hometown. I went to Booker T. Washington High
20 School, which is now a part of the University of South
21 Carolina.

22 Q Did you go to college?

23 A Yes, I did. I went to a small college in Columbia,
24 Allen University, where I graduated in 1967.

25 Q And what degree did you get?

Gracie Floyd - Direct examination
by Mr. Davis

1 A Well, I received a, a degree in business
2 administration.

3 Q Was that your last degree?

4 A No, sir, I'm afraid it wasn't. I also went to Clemson
5 University where I received my Master's Degree. I went back
6 to Clemson to get a degree in secondary school
7 administration. In other words, it qualified you to be a
8 principal of a secondary school. I went back and I got
9 another degree -- did I say counseling?

10 I received a degree from Clemson in counseling,
11 secondary school counseling as well. And I went back to
12 receive another degree in elementary school administration
13 because I thought maybe one day I might would want to become
14 a principal of a, of an elementary school.

15 But I stopped one -- I didn't get that certification
16 because I stopped lacking one course, and then I went to
17 South Carolina State College and I received about 14 hours
18 on a Ph.D. But I was tired and I quit. I'm a drop-out.

19 Q Now, just so Judge Couch knows a little bit about you,
20 can you walk us through your job experience?

21 A Yes, sir, I have to say it's, it's a -- it's vast. But
22 please know, sir, that I have never been terminated or fired
23 from any positions. The Lord just blessed me to go from one
24 to the other.

25 I started as a teacher. I taught shorthand typing and

Gracie Floyd - Direct examination
by Mr. Davis

1 bookkeeping for two years, and then I had to quit teaching
2 because I got pregnant. At that time they would not let
3 teachers teach in a school system who was pregnant. I was
4 in District 5. So, I had to quit.

5 Going back to -- well, I went back right after Gregory
6 was born, let's say three, four months because, you know, we
7 needed the money, and then when Kenny was born I had to quit
8 again. But I have taught adult education, reading --
9 remedial reading to adult education. I have taught from the
10 second grade through Tri-Court Tech, every grade through
11 Tri-County Tech.

12 I have worked as a counselor for vocational
13 rehabilitation where I was, at first, the evaluator.
14 Evaluator is a person who determines what type job would
15 suit each people, each person based on their skills. And
16 then I worked as a counselor for Vocational Rehab. I had
17 the drug abuse, the alcoholic, and the mentally abused -- I
18 mean the, the mentally challenged case load, and may I say I
19 led the office in that.

20 Okay. And then I worked as a case manager for
21 underprivileged kids. No, let's call them at risk kids. I
22 worked for a case manager for them. I loved it and then
23 that led me into a job as a assistant principal at Honea
24 Path Middle School for eight years, and then I was --
25 obtained a job as a principal in Abbeville County at the

Gracie Floyd - Direct examination
by Mr. Davis

1 middle school there. I only served there one year, sir,
2 because that -- the time my husband died that May after
3 completing one year, and I couldn't cope in that capacity
4 anymore.

5 And then I received another job down there as a
6 parenting -- the supervisor of the, of -- the director of
7 the parenting program in Abbeville and I loved it. I've
8 never had a job I didn't like.

9 Q I'm not even sure how to respond to all that, Ms.
10 Floyd.

11 Let me ask you this. At what point in time did you
12 find yourself on Anderson County Council?

13 A Well, that's, that's kind of sad. My husband dropped
14 dead of a massive heart attack in, in May 1999, and at that
15 time he was on county council, and he was chair of county
16 council. This was on a Thursday.

17 I promise you that on Thursday night -- he died at one
18 o'clock. Thursday night somebody came to my house and asked
19 me if I would consider running in his spot. They came back
20 on Friday. My sister wouldn't let them come in on Saturday.

21 Okay. And we buried Floyd on a Sunday, and that Monday
22 it started over again. I have a dear, dear, dear friend who
23 called me and told me that -- well, my friend said that I
24 should consider it.

25 So, a week to the day, to the exact time that Floyd

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1. died, I was standing up in the courthouse declaring my
2 intentions to run for his spot. I won the election on -- my
3 anniversary was September the 14th, 1999, and I was sworn
4 in in October.

5 Q That's some story.

6 You were sworn in in 2000 or 1999?

7 A 1999.

8 Q 1999.

9 And during your time on Anderson County Council, how
10 would you describe your experience?

11 A well, I came out of the shoot running, okay, because I
12 don't think that folks give much credence to pillow talk.
13 All right. But I, I wasn't -- I wasn't naive or dumb about
14 things that were going on because Floyd would talk. You
15 know, he would talk to me about it. So, I knew kind of what
16 was going on.

17 So, it was, it was, it was good. It was good. I
18 enjoyed it. It gave me a chance to become involved in
19 something other than myself and my grief during that time.

20 So, I was, I was, I was learning. I was talking to
21 people and I was getting out, and my experience was good.
22 As it went on, it got better. It got better because I --
23 the first thing I did was I delved into the brown fields if
24 you know what a brown field is. Brown fields are places
25 where they use to have old mills and the old mills moved

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1 away and everything died leaving behind brown fields.

2 So, one of the first things I did---

3 Q Well, let me ask you this question.

4 How would you describe your relationship with the other
5 county council members over the years?

6 A Well, it was, it was good. It was -- Bob -- can I
7 mention who was there?

8 Q Sure.

9 A Okay. It was, it was Michael Holden, Mike Holden. It
10 was Clinton. It was Greer. And, and that was it. I
11 believe it's two more, but I can't remember their names at
12 this time. It was just a five member council at that time
13 and it was good.

14 Q And what timeframe are we talking about now?

15 A When I first got on?

16 Q 1999?

17 A 1999 and on up. That, that whole year. It was, it was
18 really good. I was kind of like -- even though I was older
19 than anybody else up there, I was kind of like the baby
20 cause everybody was, you know, oh, it's gonna be all right.
21 You know, that kind of thing. But anyway, it was good. It
22 was good.

23 Q Have you served on county council continuously since
24 1999?

25 A Yes, sir, I've been there now for 13 years.

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1 Q And did that initial good experience, at any point,
2 ever change?

3 A Yes, sir, it did.

4 Q How so?

5 A It did.

6 Well, the first two, first two, three years, I guess, I
7 was, I was thrown into my work with District 2. That's the
8 district that I represent, District 2. And under the
9 administrator's guidance, and his, and then his helping, we
10 accomplished a lot. Especially in District 2.

11 As you may or may not know, that's a -- one of our
12 depressed areas here in this county and it needed more
13 attention. And when we were actually working toward that,
14 it got the attention that it needed. But then one year,
15 when they went from five districts to seven districts,
16 that's when it started. That's when it started.

17 First it was kind of subtle and things were being said,
18 but nobody really challenged what was being said. One of my
19 constituents told me that you need to -- you-all need to be
20 challenging what is being said out there because it's coming
21 off as if it's the truth. You need to challenge that.

22 Q What was being said?

23 A Well, I can't think of anything particularly. But it
24 was just facts that were being misrepresented, and, and
25 things that you just knew that wasn't true. But the, the

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1 time of the council, we thought well, we'll just let this
2 person just go on and we will, you know, do what we have to
3 do, and I even went to our administrator one time and said,
4 you know, we need to be challenging every time something
5 that's said that's not right, we need to challenge it.

6 But a lot -- it was too late. By the time we got ready
7 to challenge it, it was on.

8 Q Let me ask you this. We've heard a lot about different
9 characters in this case and obviously Mr. Preston is the
10 defendant.

11 Tell Judge Couch what your experience has been with
12 Mr. Preston.

13 A Okay. Okay.

14 Judge, Your Honor, I'm not just gonna sit here and say
15 all this because he's sitting there because what I, what I'm
16 going to say I can say behind his back.

17 Okay. But, sir, when Joey Preston was there, I would
18 go to him and tell him what we needed here in Anderson
19 County and, and we got it. For example, I went to a meeting
20 at Tri-County Tech and I was told by Tech that the minority
21 representative, representation at Tech was one percent.

22 Now, y'all know that's not right. So, I, I found out
23 that the problem was transportation, and I went to, to
24 Mr. Preston and I said, we need a transportation from here
25 to Tri-County Tech. Mr. Preston got on it, okay, and he

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1 assigned Michael Cunningham to that thing.

2 Next thing I knew we were in Washington D.C. lobbying
3 for the money that we were gonna need. Judge, we got the
4 money. It came from Senator Hollins. I think we got over
5 or about \$300,000.

6 We put that bus in. It was a good thing for Anderson
7 County. It was a good thing for our, for our students.
8 But, yet, we received so much hate and heckling from the,
9 from a certain group of people who said that the next thing
10 you know we would be serving biscuits on the bus.

11 So, we did. The first day, we served biscuits on that
12 bus. That's one of the things.

13 My mill sites was another. I declared, sometimes
14 early, that I was gonna clean-up those mills. I was, I was
15 criticized by the newspaper. It's -- all I had was an idea.
16 I didn't have any money. No, sir, I didn't have the money,
17 but the idea was just as good as money.

18 We went to -- in order to get a, a grant like that,
19 Your Honor, you have to be there. These people have to see
20 you.

21 All right. So, we went where they were and they saw
22 us. Took us three years, but finally we got it, and we
23 started cleaning up the mill site here in Anderson County.
24 We ran out of money and we just received another \$200,000 I
25 believe to finish this project. But it will be finished,

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1 Your Honor.

2 Also houses. My district was just dotted with
3 delapidated houses and it makes for a bad community. I went
4 to Mr. Preston and said we need to tear these houses down.
5 \$15,000 was put in the budget for that purpose. It's too
6 bad that District 2 got all the money for it, but we're the
7 one that worked the hardest.

8 Okay. But, judge, we tore down a lot of houses because
9 I went to the administrator and told him that we needed
10 money for this.

11 God, there was so many, so many other things that I was
12 able to accomplish and that the city was able to accomplish.

13 We needed jobs in this area. So, what we did was we
14 looked at the infrastructure. I remember going to several
15 meetings where we sat down with these huge maps and we had
16 to look at where the infrastructure was going.

17 So, we started building toward 81 because, at that
18 time, that's was -- it seemed that that's where the traffic
19 was going -- coming into 81, and it had all of the roads and
20 everything. So, we started planning for future developments
21 by putting in the infrastructure, and that caused a lot of
22 problems, Your Honor. That caused a lot of problems.

23 But we did it anyway and because of that, I think
24 Walgreen was one of the first ones that came up there.

25 Q Now, Ms. Floyd, let me ask you a question cause there's

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1 been a lot said in this case about financial transparency.

2 During your time and in your experience while you were
3 on Anderson County Council, what sort of audits did Anderson
4 County get while you were on or while you are on county
5 council?

6 A Okay. We received an audit every year. I think I
7 remember the name of Green -- was it Green & Lindley?

8 I can't remember the names of the, the auditors, but I
9 know you have to change them every so often.

10 But, anyway, we received an excellent audit every year
11 that I have been on this, on that council before Mr. Preston
12 and I think we've had, you know, after Mr. Preston. But
13 before Mr. Preston, we received -- always received an
14 excellent audit.

15 Q During Mr. Preston's tenure, what sort of audits did
16 Anderson County get?

17 All clean and excellent?

18 A All clean -- and I think we even won a prize one time
19 it seems like. That's -- there's a lot that I'm, that I'm
20 trying to remember here because this is been, you know, been
21 a long time, you know, coming. But we received a -- we
22 received an excellent audit, and I think we did receive a
23 prize one time or an award, or whatever they want to call
24 it, out of Columbia.

25 Q Do you recall instances where allegations were made

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1 against Mr. Preston regarding the lack of financial
2 transparency?

3 A Yeah, I remember, I remember it -- them talking about
4 it and carrying on it about it. But I don't remember when
5 it was started and when it actually started saying that.

6 But I never could understand that because, you know,
7 like, we -- you know, we were getting the good audits. We
8 went over the audits. We, we knew what was in the budget.
9 We had our budget meetings. But I just never could
10 understand that.

11 Q When Anderson County conducts an audit, does it use a
12 certified public accountant?

13 A Yes.

14 Q Does that certified public accountant sign off on his
15 report?

16 A Yes. And I remember telling them one time that nobody
17 would sign his or her name to a lie. I remember telling
18 them one time that no auditor would put his, his credibility
19 and his reputation on the line for Anderson County or Joey
20 Preston just to tell a lie.

21 Q Especially 11 years in row?

22 A Oh, yes.

23 Q Ms. Floyd, do you recall when Joey Preston and
24 Councilwoman Wilson started to become at odds or to butt
25 heads?

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1 A I don't recall the exact day in time. But, yes, I do
2 remember it being a problem.

3 Q What do you remember about that?

4 A Well, I remember -- it seems as if he could do nothing
5 to please her. You know, she would ask questions and he
6 would -- one thing I liked about the way he did his thing,
7 he had his people at the meetings. No one person can answer
8 all the questions. No one person knows everything. So, he
9 was smart enough to bring in his people who could answer the
10 questions, but that never seemed to be enough.

11 He always had to go back and get this and go back and
12 get that for her, and then, at the next meeting, she would
13 complain that she asked for this, she asked for -- but she
14 didn't get it, and he would say well, you did get it or you
15 didn't get it because we're still researching it because
16 what she was asking for was not anything you open the file
17 cabinet, you pull out a folder. It wasn't nothing like
18 that. It was research.

19 But -- and I remember one night she asked for so much
20 stuff it was stacks of papers brought into the county
21 council and sat up there on her side. But it was always
22 something. It was always picky, picky, picky, and I think
23 that it started because of the -- this Beaver Dam Creek
24 thing, you know.

25 As you know, Mr., Ms. -- Ms. Wilson did not want the

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1 Beaver Dam Creek water line built. You know -- and you know
2 what the Beaver Dam Creek is?

3 It's a sewer line that, that runs from 81 down to the
4 nearest pump station. She didn't want it because she said
5 it would cross her, her---

6 Q Property?

7 A Wait a minute. Excuse me.

8 Judge, may I have a mint please, sir?

9 MR. DAVIS: Your Honor, I should of told you---

10 THE WITNESS: Yeah.

11 MR. DAVIS: ---about this. Ms. Floyd is diabetic.

12 THE WITNESS: Yeah.

13 MR. DAVIS: And, so, sometimes she has blood sugar
14 issues. So---

15 THE COURT: It's all right.

16 MR. DAVIS: ---if we may have to get an intermittent
17 break in order to---

18 THE WITNESS: No, no, I'm fine.

19 MR. DAVIS: ---get back on que.

20 THE WITNESS: When I get excited and get upset, judge.
21 But I'm not upset yet. I promise you. Thank you, sir.

22 THE COURT: We'll take about a five minute break.
23 Thank you.

24 Court will be in recess.

25 THE WITNESS: Thank you.

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1 (WHEREUPON, a short recess was taken at this time.)

2 MR. DAVIS: You-all doctored up?

3 THE WITNESS: Yes, I am.

4 MR. DAVIS: All right. Good.

5 THE COURT: We're ready. Go ahead.

6 CONTINUED DIRECT EXAMINATION

7 BY MR. DAVIS:

8 Q Tell me, or more correctly, tell Judge Couch how the
9 feud between Cindy Wilson and Joey Preston evolved over the
10 years.

11 A Okay. I remembered, before she came on, and during the
12 time we were planning the Beaver Creek system, the sewer
13 line down Beaver Creek, I remember she would -- started on
14 him then about it. She was not an elected official. But
15 she was getting information. It wasn't information a lot to
16 get at that time, judge, because we were just starting on
17 the project, and she was talking about that.

18 She had people gathered to talk about that. She even
19 invited me to a meeting that she was having about that, and
20 when I told her that I was unable to make the meeting, then
21 she wanted to know if we could have lunch so we could talk
22 about that.

23 So, when she came on board, she came with, with an
24 agenda, let's say. But, judge, we all did. I don't think
25 there's anybody who could be elected to any position

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1 anywhere not have some type of agenda that they want to
2 implement. well, that was hers.

3 And then when he started building the -- then when we
4 started building, building that system, it was just Beaver
5 Dam, Beaver Dam all of the time. And to this day, judge, if
6 you would come to county council meetings, you come for
7 three times in a row, you gonna hear Beaver Dam because we
8 are still fighting Beaver Dam.

9 She wanted that -- she did not want it to cross her
10 property, and she said the other people out there didn't
11 want their property to be crossed either. well, it appears
12 that the other people didn't have many problems with it
13 because they were, they were given money, you know, for, for
14 the piece of land that was taken, and, in fact, I think her
15 family received money, and I think that there's was the, the
16 largest amount paid.

17 But she did not want Beaver Creek Dam to cross, and, of
18 course, when we had the initiation, who was gonna take the
19 first flush of the -- they had a little toilet out there,
20 and they were gonna see who was gonna take the first flush.
21 She was offered it, but I can't remember whether she took it
22 or not because I wasn't there at the time. Okay. But she
23 was offered the first flush and it was in her district.

24 But, but that's how this whole thing got started, and
25 then it seems that when she came on she came on with a

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1 vengeance, and she was gonna either have us dig up the,
2 the---

3 Q Now, when you say -- when, when she came on, do you
4 mean when she came on county council?

5 A When she came on county council. She came on with a
6 vengeance, and she brought other people with her that we had
7 going on in that, in that county meeting that you would not
8 believe, and I think that a lot were her constituents along
9 with what we call the radio crowd.

10 Okay. But it was this one thing after another all
11 about Joey, Joey this, and he's spending money on this and
12 he's spending money on that. And -- but the only thing -- I
13 did not delve into that much, Your Honor.

14 Your Honor, if you've been to my side of town, if
15 you're from Anderson County, you know my work is cut out for
16 me. I have to do things over there that's gonna be real,
17 that's gonna be meaningful, that's gonna help those people
18 because they aren't involved in politics over that. They
19 involved about the fabric of just living, just trying to
20 make a decent living in their neighborhood.

21 So, I didn't get too involved unless she was getting on
22 me. She got on my family one time because my, my husband
23 died. My son moved home to teach me how to live by myself
24 cause I didn't know how. He moved home. He himself got a
25 job by himself up at Design South.

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1 Okay. It was a man who worked up there, Robert, I
2 can't think of Robert's last name now, but he taught math at
3 T.L. Hanna High School and he taught my son. But he was
4 working at Design South. My son got a job up there and she
5 even brought that into the, into the mixture.

6 She said that I got -- I was -- I voted for the Beaver
7 Dam Creek and Design South got the bid to design it or
8 something like that because there -- because I had agreed if
9 they hired my son, then I would vote for them to have it.
10 Yes, sir, she, did.

11 My son---

12 Q Ms. Floyd, I'm gonna ask you about that.

13 Were, were there allegations that you had some sort of
14 conflict of interest?

15 Was that what she---

16 A Yeah.

17 Q And, and were those allegations baseless?

18 A Sir, I didn't, I didn't have to find my child a job.
19 He could find himself. He was educated. He's handsome.
20 He, he was educated. He has a -- I mean he knew how to --
21 he knew -- he was taught how to care for himself by himself,
22 but you know what he did?

23 He moved. He moved because he said he could not live
24 in a town where people would go to take what you're trying
25 to do and twist it around to be hurtful and he couldn't live

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1 like that. So, he, he no longer lives here in Anderson.

2 He, he's in Charlotte, you know, where he's working.

3 Q Were there other instances of allegations that you
4 found to be baseless as raised by Councilwoman Wilson?

5 A There, there are a lot of them, sir. If I had time to
6 go back through the minutes and to actually look at all the
7 things that this lady said and that she did, there would be
8 a lot. There would be a lot.

9 I know all of you know about the camera incident. You
10 know, that wasn't necessary. That was not necessary. To
11 put Anderson County through this kind of thing, through the,
12 through this kind of, of publicity, sir, it wasn't
13 necessary.

14 But, you know, being the drama queen that we are
15 sometimes, she got her the camera. She got some other
16 council member and there they go tearing up to the county
17 house. I mean they were given access to what they needed.
18 It wasn't no thing that they had to go through all that.

19 Q Ms. Floyd, continuously and systematically, during Mr.
20 Preston's tenor, was he the object of baseless allegations
21 by Ms. Wilson?

22 A Well, he was the main object. Okay.

23 Q Fair enough.

24 A But there were others. There were others who didn't
25 play the game or wouldn't play the game or she just, she

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1 just didn't like period. I was one of the ones that she
2 didn't like.

3 Okay. But -- and every now and then I would get a
4 zing. You know, she would hit me with a zing every now and
5 then. But I held my own, judge. I'm just as guilty as she
6 was.

7 Q Let me, let me do this, Ms. Floyd. I'd like to turn
8 your attention to the, to the 2008 timeframe, and
9 specifically in the months leading up to the severance
10 agreement vote on November 18th of 2008.

11 Okay?

12 A (Witness nods affirmatively.)

13 Q What was going on on Anderson County at that, on
14 Anderson County Council at that point in time?

15 A This was what year now?

16 Where are we?

17 Q 2008, severance agreement vote.

18 A Okay. 2008.

19 Okay. Well, first of all, we had to go through that
20 primary and we had to go through the primary, and some folks
21 won the primary but didn't have oppositions in November.

22 Okay. So, we had heard and we had seen some of these
23 people getting together and they were having this big
24 meeting and stuff. Okay. And then things started coming
25 out, things started -- we started hearing things.

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1 And how did we hear it?

2 It was easy. You cut on a certain radio station and
3 it's all there. See these people couldn't keep anything to
4 themselves. Even now we have problems with confidentiality,
5 information being leaked over the radio before I even hear
6 it sometimes.

7 But, but it started coming out on the radio about what
8 these people were gonna do when they got in, and, and how
9 Joey Preston was going to -- was gonna go. And, oh, we got
10 him now, and then a list came up, Your Honor, and the
11 list -- no one ever saw the list. You know, no one ever
12 said well, this is the list, but the same names kept
13 appearing in different, in, in different things.

14 You know, a big old junk book was collected and in the
15 beginning of the book were the names of all of the people
16 that was -- supposedly had been on the list. The junk book,
17 sir, was a book of papers gathered by someone that they had
18 hired to look through the books. And when he got it, it was
19 about this, about that thick.

20 All right. And it was nothing in there. And, and they
21 had started saying that oh, wait until the book comes out.
22 You gonna see this and you gonna -- you just wait till this
23 book come out. So, we all waited with bated breath to see
24 what was gonna be in that book, and it was nothing.
25 Absolutely nothing. It was information that we already had

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1 or we could of gotten ourselves if we wanted it.

2 But it was all over town that, that they were gonna get
3 Joey Preston. And then, at one meeting, at one meeting, Mr.
4 Waldrep came with a letter and I can not tell you the letter
5 verbatim what it said, but it alluded to the fact that they
6 were going to put off a -- they were gonna lay-off different
7 people while they did a, an -- and have an audit done or I
8 don't know if I'm answering your question or not, sir.

9 Q Yeah, you were. We're in the 2008 timeframe and that
10 was what I asked you. I wanted to know what -- now, the
11 contentiousness on council, and specifically with reference
12 to Mr. Preston, and his relationship with Bob Waldrep and
13 Cindy Wilson, can you describe what was going on on that
14 front during 2008?

15 A I thought I had. I -- maybe I don't understand the
16 question.

17 Q Well, I'm just trying to get an idea.

18 Has the infighting, in 2008, increased and continued
19 to?

20 A Oh, Lord have mercy. Judge, the infighting has gotten
21 worse. I have not -- I have not gotten anything done in my
22 area. They curtailed my ability to go to different places
23 so I could get the money for what we needed in Anderson.

24 These people have to see me. They have to know me. I
25 have to stand toe-to-toe with them and tell them about

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1 Anderson, and tell them why we need this money here.

2 But recently they said that I couldn't go out of town
3 anymore without their permission. That's the kind of stuff
4 I'm going with now. They get up in the, the county council
5 meeting, sir, and they talk about me.

6 One lady brought ducks there one time, and the
7 audience, when I would say something -- didn't you?

8 when I would say something, they would stand out
9 there -- they would sit out there and quack, quack, quack as
10 I was talking. Nothing was saying. It got so good she
11 brought a duck caller and she would blow that as I was
12 talking.

13 Your Honor, it's documented in Anderson Independent
14 newspapers stories done by Mike Ellis. It's documented in
15 the newspaper. This is what I was putting up with.

16 The chairman---

17 Q Ms. Floyd, let me ask you---

18 A Yeah, you better stop me.

19 Q I'm trying. I know you get excited. Your blood sugar
20 goes up.

21 A It goes up because---

22 Q I'm trying to keep you on an even keel.

23 what I'd like to know is, at some point in time, the
24 employment situation with Mr. Preston deteriorated where he
25 asserted a claim against the county.

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1 Do you recall those, that instance?

2 A He served a claim against the county?

3 Q He put the county on notice that he had a claim.

4 A Yes. Yes.

5 Q And what do you recall about that?

6 A Not much. As I told you, I don't remember everything
7 that, you know, that happened, you know. But I do remember
8 him -- we got a letter from an attorney I think who said
9 that this is what he was doing, and I didn't discuss the
10 letter with anyone. It was not discussed with me. I just
11 received the letter as I figured the other council members
12 had as well.

13 Q Now, do you remember the night when the vote was cast
14 on the severance agreement?

15 A Uh-huh. (Affirmative).

16 Q And the first question I need to ask you is how did you
17 vote in relation to Mr. Preston's severance agreement?

18 A I voted for it.

19 Q And why did you vote for it?

20 A It was three reasons why I voted for that.

21 Number one, it was speculated, and I believed it, that
22 when the new council took part Joey Preston would be fired
23 without any compensation. That is not fair. That was not
24 right.

25 Now, you need to know something about me. I have been

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1 told over and over and over that I have an over developed
2 sense of fairness. I don't know what that means. But I
3 have a over developed sense of fairness and justice.

4 Okay. That wasn't fair. That administrator, Joey
5 Preston, came to Anderson County and he came to Anderson
6 County running. The first thing he did was he put us on the
7 map. He made us a county that we can be proud of.

8 We had been trying for years to try to get a sports
9 complex up. Okay. We couldn't do it. We didn't have the
10 knowledge, the expertise, or even the, the know how. He
11 did. He did. By working with us, he showed us how to put
12 that complex together.

13 I remember my husband taking me out there when it was
14 nothing but dirt and he would say over here we're gonna put
15 this, and over here we're gonna put that, and the kids and I
16 would just hang our head and say God, that man can't see all
17 of this. But he saw it through Joey Preston because they
18 had been meeting on this kind of thing.

19 That man built us a library that we did not have that
20 was in the making, but it could not be done. We couldn't
21 get it done.

22 Okay. That man had people coming to us asking us how
23 to do certain things. He showed us a thing about zoning. I
24 forgot what they call it, spot zoning, or some type zoning.
25 They were coming to us asking us, now, how did y'all do

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1 that. We were known throughout Anderson County, and I
2 wasn't gonna let them do that to him. It wasn't fair.

3 Number two, I was sick of it, Your Honor. I'm sick and
4 tired of it. I've been here 13 years, and I don't like what
5 they're doing to my county. I own a piece of this county
6 too, and I don't like -- it's not fair. They're dragging us
7 through the mud. They're talking about us again, but it's
8 not good.

9 When I do down to the South Carolina Association of
10 Counties, they look at me and they laugh and they said what
11 y'all doing up there now, Gracie, and that's embarrassing.
12 And then some -- so many people are out there telling me
13 we're tired of this. We're -- this needs to end now. We
14 need to get about the fact going back to the business of
15 doing business, and I voted, I voted for it also -- I had
16 three reasons, didn't I?

17 Q I got two.

18 A I gave you two. I had three reasons.

19 Judge, I'm sorry.

20 THE COURT: That's all right. Take your time.

21 Q Let me ask you this question.

22 How was, how was the infighting impacting your ability
23 to get work done for your constituents?

24 A I wasn't -- it wasn't happening because, first of all,
25 my hands were tired -- tired no matter which way I tried to

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by Mr. Davis

1 go to do some work for my constituents.

2 I didn't have the, the full support of the staff. I
3 had to go through somebody else to go through somebody else
4 or, if I talked to a staff member about something, then it
5 ended up back to, to members of the county council, on the
6 radio or stuff. I didn't get anything done, Your Honor.

7 I'm -- I am campaigning again. I'm running again. And
8 all -- I just hope and pray that the work that I've done
9 will speak for me because I have not had -- I do do
10 telephone calls. I do do constituent services.

11 But as far as putting in a, putting in water lines,
12 that was the first thing that Mr. Preston and I did
13 together. We put in a water line over on Lions wood. The
14 people needed -- the, the bathroom was coming up in the
15 bathtub or something and they needed a water line. Okay.
16 Mr. Preston and his staff showed me the council of
17 government which I did not know about. We were able to get
18 a loan from them. We put in that water line.

19 I haven't put in a water line. I haven't done
20 hardly -- I haven't gotten anything done. All we ever do on
21 council is sit there and talk about the budget or we talk
22 about some company that's gonna come in and they gonna give
23 us a fee in lieu of tax and we're gonna get five jobs. I
24 mean they gonna pay us a million and we gonna pay them a
25 million or something dollars fee in lieu and we gonna get

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1 five old jobs out of his.

2 That's all we ever talked about. We don't seem to, we
3 don't seem to be talking about putting lines, where does
4 lines need to go. We need a line down Belton Highway, sir,
5 because we just lost -- we just lost the Veterans Hospital,
6 and I believe, in all my heart, if we had had that
7 infrastructure ready, they may have relocated there.

8 But we haven't talked about putting in no lines. We
9 haven't talked about -- we talked about spending money on,
10 on the police thing over at Anderson College. Here we got
11 all these empty buildings here in Anderson County, and then
12 they go into -- we, we own these buildings. They gonna rent
13 space for somebody to put something over somewhere.

14 It's just that kind of stuff, Your Honor, and I hope
15 that you can understand how frustrating this is because I
16 want to do what's right, you know.

17 Q Ms., Ms.---

18 A Your Honor, I like to say I'm just a poor old widower
19 woman trying to make a difference, and I haven't made a
20 difference, sir, since all of this stuff is been going on.
21 I want it to end and I speak, I speak for a lot of people
22 out there who will not come and speak for themselves, and
23 I'll tell you why later on. But, but I speak for them.
24 They want this over.

25 Q Ms. Floyd, let's put a practical metric on it for Judge

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1 Couch.

2 Back when you first went on county council, how, on
3 average, how long did the meetings last?

4 A Two hours. And we were trying to get it down to an
5 hour, hour and a half.

6 Q Were they productive meetings?

7 A Oh, yes.

8 Q Did you get a lot done?

9 A Yes, we did.

10 Q Then---

11 A You want to know why?

12 Q Why?

13 A Because we were all given the same information. We
14 were -- all had the information. We had time to study. We
15 had time to call the people, I mean to call into auditor,
16 the treasurer, this person, and that person to study. And
17 when we got together, everybody knew what was in there.
18 Everybody had the same information. So, that's why it went
19 so fast.

20 Q Now, Ms. Floyd, go to the time period after the
21 infighting started.

22 How long did the county -- how long did the county
23 council meetings last during that time period?

24 A I remember one meeting I laid my head on my desk, on
25 the desk cause I was so tired I could hardly sit up and it

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1 was 11:15 then. We start at six o'clock. But we have gone
2 later than that. I have had to just get up and go home.
3 Later than that.

4 And what was done?

5 Nothing.

6 What was done was nothing. Now, this was before---

7 Q Are the meetings longer?

8 A Now?

9 Q Yes.

10 A Longer than they need to be.

11 Q Are they more productive?

12 A No. No, longer than they need to be.

13 Q What I'd like to do is I'd like to ask you, Ms. Floyd,
14 do you -- why do you believe Anderson County is pursuing the
15 instant lawsuit against Mr., Mr. Preston?

16 A It's a vendetta. It's a vendetta. These people are
17 being driven by a small group of people. I keep mentioning
18 that radio station. These are people who can not think for
19 themselves. They have to see what, what is the thought of
20 the day, you know, from the, from the disk jockey what it is,
21 and that's what they take.

22 If he says, if he says come to a county meeting and,
23 and do this, they are there. Okay. I understood he told
24 people to come, to come to this courtroom. Okay. And maybe
25 they're here because he said so. This is all a vendetta.

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1 Okay. This could of been solved on April -- I mean on
2 November the 19th. This could of been solved on November
3 the 19th. I attest and I stand by the facts, sir, that
4 what we did we had a right to do. What we did is what we
5 have always done.

6 We have always looked ahead and foreseen problems, and
7 we have always tried to divert the problems before they got
8 here. This is what we did with Beaver Dam Creek. We knew
9 we could get businesses up there if we had things in place.

10 So, what we did, we put it in place. We knew what
11 these people were saying. We knew it. And, so, we said
12 well -- that was my third reason right there. That was my
13 third reason.

14 My third reason for voting for this thing was that I
15 wanted Anderson County to get back to the basis of business.
16 That's what I wanted.

17 Q Ms. Floyd, did you see a problem coming?

18 A Yes, we saw -- yes, sir, we saw it coming.

19 Q Were you afraid how that problem was gonna impact
20 Anderson County?

21 A We were afraid and then we were told -- we were told --
22 I was told second-handed. I was not in that meeting when
23 they were told that this could cost us a lot of money if we
24 went ahead, went ahead and let these folk do what they were
25 gonna do.

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1 But, but this one reason we were trying to do, divert
2 this whole thing. Get Mr. -- not fire, but terminate
3 Mr. Preston so that we could go ahead and get, when they got
4 on, we could just, just do the business, do -- they can do
5 the business. We could get back to doing the business, but
6 they didn't want that.

7 Q Were you trying to act to cut-off potential liability
8 that you saw landing in January of 2009?

9 A We were -- no. No. We were cutting off. We weren't
10 trying to do it. We did it. We, we were cutting off
11 potential liabilities. Anderson County needed to get back
12 to working. We needed to get back to the jobs, but the
13 people wouldn't let it. They wouldn't let it.

14 Q If you're on the county council and you see a potential
15 liability coming down the track---

16 A I'm gonna do what---

17 Q ---do you have an obligation to act then?

18 A Yes, sir, that's why I was elected. To protect the
19 people of Anderson County and to protect Anderson County.
20 If I saw something coming and I did nothing, you know, then
21 I'm wrong for that. I am not fulfilling my obligation.

22 Anybody who has a job have an obligations to cut-off
23 problems as they see in whatever, in whatever they do.

24 Q Ms. Floyd, as always, I've enjoyed talking to you.
25 Thank you---

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1 A Did I talk too much?

2 Q ---for your time. No, ma'am. You did just great.

3 Thank you.

4 A Okay. But there's one more thing I wanted to say.

5 Q Well, by all means. I would like to hear.

6 What was that one more thing you'd like to tell us?

7 Did you forget what it was?

8 A No, I know what is it.

9 Q Okay.

10 A But I'm hoping that the judge would indulge me. Okay.

11 THE COURT: Ma'am, I'm gonna allow you to respond to
12 the questions. You always have the right to explain your
13 answer. I haven't cut anybody off from this.

14 A Okay. All right. well, sir, I wanted to tell you, I
15 want to tell you how bad it was for me. I wasn't gonna do
16 it, but I'm gonna tell you how bad it was for me.

17 Sir, it was so bad that I had to get up, right before
18 citizen's comments, I had to get up and leave the chamber
19 because people were allowed to get up there and talk about
20 me. They called me a clown. They said I was a, a jester --
21 a court jester.

22 They said I had no -- something -- in the last meeting
23 somebody even stood up and called me The Village Idiot,
24 judge.

25 Now, I'm a sitting elected official of Anderson County.

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1 They have not done this to any other council person. Only
2 me.

3 Judge, the chairman of -- this first year the new
4 council came in use to try to humiliate me to the end. But
5 I have thick skin, okay, but he use to try to humiliate me.
6 He would bam that hammer down, and he wouldn't do it to
7 them. When they start heckling me or start talking or
8 laughing or clapping, he wouldn't do it to them, sir. He
9 did it to me, and I stood there in that courtroom by myself
10 to defend what I knew was right and people would not come.
11 People would not come because they were afraid if they had
12 shown up, then they would be on the radio the next day too.

13 Sir, we had an incident one time where this -- Ms.
14 Wilson was up passing papers around to everybody, but me. I
15 didn't get copies of what she was passing around. I turned
16 to our attorney, and I said to the attorney, I said, aren't
17 we here so we can all get the same kind of information. He
18 said yes. Then I said well, why is she allowed to pass a
19 paper around that I'm not getting, and he said I'm not
20 getting into that, Ms. Floyd. I'm not gonna get into that.

21 Now, he's my -- he is my attorney too. I'm a member of
22 the council. He's suppose to be for the council. But yet
23 he refused, he refused to stop it.

24 We have -- not one council member up there has ever
25 stood up in my defense. Oh, one of them told me one time,

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1 after the meeting, that he's sorry what was being done to me
2 he could see. But he never spoke up at the meeting. He
3 never tried to defend what the, what the other person -- he
4 never -- no one has ever stood up for me.

5 Now, Your Honor, I'm not a bad person. It's just that
6 I work hard. It's just that I'm use to working hard. Just
7 that, that I have this over developed sense of right and
8 wrong.

9 One of the reasons why I'm here today is because of
10 Joey Preston. They called me a Joey Preston girl. Joey
11 Preston something, lap dog or something. But that's why I'm
12 here today because I supported the administrator.

13 I supported him, sir, because he did his job. There
14 was a time when he did upset me. I didn't go on the, on
15 that radio show to say somethine. I went to his office, and
16 I sat down with him -- in fact, I got him out of his office.
17 We went somewhere else, and I told him I was upset, and he,
18 he understood. I understood his position, and we walked
19 away professionally. That's the type person I am, and
20 that's why I'm here today, sir.

21 I haven't done anything. I have not had any kind of
22 secret meetings. When they were having their meetings over
23 at Mr. Waldrep's office I wasn't there. When they would
24 come to the county office, when they would come there, and
25 they had all these papers, I didn't get those papers. They

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1 wasn't even in my notebook at times.

2 And, sir, when they, when they had these papers that
3 they did from the secret meeting, nobody asked any
4 questions. I couldn't understand that.

5 Why was I the only one sitting up there answering
6 questions, asking questions?

7 Here they talking about a chicken farm is moved, is
8 moving to Anderson County. Anybody agree -- everybody
9 agree, everybody agree, everybody raise their hand. The
10 only person, wait a minute, I got a question.

11 When did we get the -- I was the only person -- the
12 fact was, judge, they knew about it before they came here.
13 They knew about it.

14 What they doing to Mr. Preston here now, it's a
15 vendetta. It's a vendetta. I had the right to vote for
16 that. I had the right to protect Anderson County. I had
17 the right to remove problems away from the county before
18 they got here, and that's what I think I did.

19 And, Your Honor, he's already, excuse me, can I go and
20 I just thank you so much for listening to me.

21 THE COURT: I'm glad you explained your answer, ma'am.
22 I think you did it well.

23 MR. DAVIS: Ms. Floyd, if you could answer any
24 questions that Mr. Tessier may have.

25 THE WITNESS: Okay.

1 MR. DAVIS: I really do appreciate you being here.
2 THE COURT: Your witness, counselor.
3 MR. TESSIER: Your Honor, we have no questions of Ms.
4 Floyd.
5 THE COURT: All right. Ms. Floyd, you may step down.
6 I assume you wish to excuse the witness, Mr. Davis?
7 MR. DAVIS: Yes, Your Honor.
8 THE COURT: Any objection?
9 MR. TESSIER: No, Your Honor.
10 THE COURT: Ms. Floyd, let me caution you like I have
11 everyone whose left the courthouse. I'm gonna excuse you at
12 this time. I will caution you that there is an order of
13 sequestration in effect for this case.
14 THE WITNESS: Yes, sir.
15 THE COURT: Witnesses who testify in the case are not
16 allowed to discuss their testimony with anyone on any basis
17 until this case is ended.
18 Do you understand that?
19 THE WITNESS: Yes, sir, I do.
20 THE COURT: All right. You're free to go. Thank you
21 very much.
22 THE WITNESS: Okay. Thank you.
23 MS. PARHAM: I apologize, Your Honor. We're trying to
24 resolve some issues with respect to depositions.
25 THE COURT: That's okay. Take your time.

1 You want to take a short break while we work on that?

2 MR. DAVIS: Your Honor, if I could have just a couple
3 minutes. I think we can straighten this out.

4 THE COURT: All right. We'll take about a five minute
5 break and I'll be back. Let some -- the bailiff -- let
6 someone know when you're ready.

7 Thank you.

8 Court's in recess.

9 (WHEREUPON, a short recess was taken at this time.)

10 MR. DAVIS: Your Honor, at this point we'd like to put
11 on the deposition designations of Cindy Wilson.

12 THE COURT: All right. And any objections?

13 Do we have those already?

14 MR. DAVIS: I need to explain something, Your Honor. I
15 stayed up very late last night and my designations of Cindy
16 Wilson were -- well, misconceived largely. But we didn't
17 want to lose the time and productivity today. So, what
18 we've agreed on, among ourself, if it suits you, is we took
19 out two passages and then we just said that we'll just go
20 ahead and read the rest, and then we would submit our
21 respective objections---

22 THE COURT: All right.

23 MR. DAVIS: ---to, to anything in the entirety on
24 Monday.

25 THE COURT: Okay.

1 MR. DAVIS: Okay.

2 THE COURT: Is that your understanding?

3 MR. TESSIER: No, Your Honor. No objection to that,
4 Your Honor.

5 THE COURT: Okay. All right. Thank you.

6 All right. You may proceed.

7 MR. RUSTIN: May it please the Court, Your Honor.

8 THE COURT: Yes, sir.

9 Q. Ms. Wilson, my name is Lane Davis and I know we
10 just met. But for purposes of the record, I represent Joey
11 Preston in a lawsuit that's been brought by Anderson County
12 in the Tenth Circuit Court of Common Pleas in Anderson.

13 Under our procedural rules, I have an obligation to run
14 through some basic preliminaries. You're entitled to a
15 clear question by me. It's highly probable, particularly in
16 light of the amount of sleep I've been getting lately, that
17 I'm going to ask you a question, at some point today, that
18 is either inartful, confusing, or just doesn't make sense.
19 I'm not trying to trick you. And if that happens, what I
20 need you to do is just say I don't understand your question,
21 can you rephrase it, and I'll be glad to ask it in another
22 way or try to say it in different words to communicate what
23 I'm asking more clearly.

24 If you do answer though, can we have the understanding
25 that you did, in fact, understand my question?

1 Can we agree on that?

2 A. Okay.

3 Q. And I'm also not here to put you through some sort
4 of endurance test. If, at some point, you need to stretch
5 your legs or have some other comfort type activity, let me
6 know and I'll be glad to take a five or ten minute break or
7 whatever the case may be.

8 During the time the deposition is pending, there's some
9 rules about consultation that you can have with your
10 attorney. Obviously you can always consult with your
11 attorney about privilege, and there may be some documents we
12 look at today that Tally will want to talk to you about, and
13 she'll be entitled to do that. But otherwise, if we're on
14 breaks or things like that, you should probably refrain from
15 talking to your attorney about this deposition until it's
16 over cause I will be entitled to ask you about what you
17 talked about during this conversations while the deposition
18 remains pending.

19 I know that you have had your deposition taken before.

20 How many times have you had your deposition taken?

21 A. I don't know exactly. But I think five times
22 related to my county job.

23 Q. Were all five times related to your county job?

24 A. Yes.

25 Q. And when you say related to your county job, you

1 mean your position as a county council member?

2 A. Yes.

3 Q. When was the first time that you were deposed?

4 A. I take it back. Thank you.

5 The first time was related to a community activity and
6 an appeal to the DHC -- D.H.E.C. to deny permits to run a
7 sewer down an environmentally fragile creek.

8 Q. What creek was that?

9 A. That was Big Beaver Dam Creek.

10 Q. And what year was that?

11 Do you remember?

12 A. I think it was right after I came on council. We
13 began to try to engage our local government, in mid to late
14 '98, and I was deposed in early 2001.

15 Q. Do you remember who deposed you?

16 A. Elizabeth Crumb, I think is the right name, for
17 McNair.

18 Q. I don't know.

19 A. She is from Columbia.

20 Q. Well, let me ask you this question

21 What year did you first become a member of Anderson
22 County Council?

23 A. I was sworn in in 2001. I took my seat in 2001.
24 The general election was in 2000.

25 Q. And the Beaver Dam dispute was not in relation to

1 your role as a county council member, was it?

2 A. No. You corrected me. I stand corrected.

3 Q. When was the second time that you were deposed?

4 A. Gosh, I can not remember. I think they're at least
5 four or five times, but I can not remember precisely. Oh, I
6 think that would of been -- I really don't know. I can tell
7 you approximately what activities were going on when I was
8 deposed, but I can't remember precisely

9 MR. DAVIS: Excuse me. Sorry to interrupt, Your Honor.
10 We had an---

11 THE COURT: That's all right.

12 MR. DAVIS: We had an inaudible.

13 Q. What was the next case you were deposed and let's
14 do it that way?

15 A. I don't know if that's where Mr. Preston sued me in
16 2003, and then -- I'm trying to remember.

17 Q. Now, what was the lawsuit that was pending in 2003?

18 A. That was a really strange one. He sued me for
19 providing materials to SLED that came to my hands from
20 different sources. I don't even know some of the sources.
21 My district includes the Big Creek Landfill, and that was a
22 very contentious issue, along with the sewer line, and
23 constituents living around there have literally hounded me
24 for almost three years to get a proper investigation.

25 There are materials that came to my hands that

1 indicated that a little sports car that our then
2 administrator drove had changed hands on paper, but was
3 still in his possession. I called SLED and asked them to
4 meet me. They sent two officers, Gene Donahue and Clint
5 Kinley, and I met them at Gary Poliakoff's office along with
6 one of the constituents that fought the landfill.

7 Q. Who was that?

8 A. Teresa Morgan.

9 Q. What is your relationship with Teresa Morgan?

10 A. Teresa is one of my constituents. She's also
11 chairman of the EMS Commission. I have come to greatly
12 respect her and appreciate her community involvement.

13 Q. Are you friends with Teresa Morgan?

14 A. We have become friends over the years.

15 Q. Do you socialize with her?

16 A. No.

17 Q. How frequently do you talk to her?

18 A. Probably whenever an EMS issue comes up.

19 Q. Do you respect and esteem Teresa Morgan?

20 A. I certainly respect and appreciate her research and
21 diligence and her professionalism.

22 Q. Apart from her diligence, research, and
23 professionalism, you respect and esteem Teresa Morgan as a
24 person?

25 A. I would assume so.

1 Q. Is she a good person?

2 A. She is a good person.

3 Q. Now, that second lawsuit that you're talking about,
4 were you sued in your official capacity by Mr. Preston in
5 relation to information pertaining to his car?

6 A. That was -- I think the first suit that he filed
7 against me and Beatty Ashmore was his attorney. I didn't
8 quite understand it because I simply gave materials to SLED,
9 asked them to investigate if the car was obtained through
10 legitimate sources, et cetera.

11 That's all they had to do was call me and I could tell
12 my constituents that that was the end of the road of their
13 inquiries. That's all they had -- could do. But if they
14 found otherwise, then that was their professional domain. I
15 didn't hear back from them and I was sued within two to
16 three months.

17 Q. Okay. My question to you though was this.

18 Were you sued in your capacity as an Anderson County
19 council member by Mr. Preston with respect to information
20 pertaining to his car?

21 A. No, he sued me in my individual capacity, which
22 became a great game for him because he knew there was not a
23 majority in council who would have voted to cover my legal
24 expenses. Bear in mind that the material provided to me
25 would never come to my hands if I had been an individual

1 assistant -- citizen.

2 Q. why would you have been entitled to have your
3 attorneys fees paid by the county with respect to a tort
4 alleged against you in your personal capacity?

5 A. Because it was a matter that involved county
6 government issues, public expenditures, and I didn't have
7 any dog in the fight except that I was the elected
8 representative.

9 Q. Now, you referenced certain materials.
10 what materials were they?

11 A. I don't remember. But I do remember that it
12 appeared the vehicle had changed hands on paper several
13 times and still reportedly was in his personal possession.

14 Q. Did the materials reflect that the vehicle changed
15 hands several times or did it reflect that the vehicle
16 changed hands one time?

17 A. I do not remember.

18 Q. where did you get these materials?

19 A. Some of them came to me left on my porch. Some of
20 them came from citizens who looked at Carfax information.

21 Q. Did any of them come from the Williamston,
22 Williamston dispatcher?

23 A. They have and they have come from Laurens and have
24 come from D.N.R. I heard from different sources that there
25 were -- those were run there too.

1 Q. Were you the only defendant in that lawsuit?
2 A. No, there was two other men.
3 Q. Who were they?
4 A. Robert Stansell, whom I didn't know very well, and
5 Steve Lovelace, who I knew a little better.
6 Q. Had there ever been an occasion where you met with
7 Lovelace or Stansell?
8 A. Yes.
9 Q. How frequently did you meet with Stansell and
10 Lovelace?
11 A. I don't remember. They would come sometimes with
12 information.
13 Q. Were both Lovelace and Stansell deposed in that
14 lawsuit?
15 A. I don't really know. I think Lovelace might of
16 been.
17 Q. Did both Lovelace and Stansell indicate that you
18 were the source of the information for them with respect to
19 the BMW analysis?
20 A. I do not know.
21 Q. Do you remember the name that was on whatever
22 paperwork that you were looking at that caused you to
23 believe that Mr. Preston had a BMW gifted to him?
24 A. I do remember that there was a lady with the last
25 name of Preston, and she was listed as living on Cathwood

1 Drive in Columbia, an owner of that vehicle, and I thought
2 that was odd. I didn't know if that was a relative or what
3 the situation was. But people said that they saw him
4 driving the vehicle. So, it didn't make any sense.

5 Q. Was it Jean Preston, J-E-A-N?

6 A. I think so.

7 Q. Did there ever come a time when that information
8 was put on WAIM Radio?

9 A. There may of been.

10 Q. How did WAIM Radio get that information?

11 A. I don't think they got it from me.

12 Q. You certain about that?

13 A. I don't know. I don't remember that far back.

14 Q. Did you ever find out who Jean Preston was?

15 A. I know my homeowner's insurance and Mr. Poliakoff
16 indicated that, in the discovery, the D.M.V. claims that
17 there were different people, along with Mr. Preston, and
18 that supposedly there was a glitch with the D.M.V.
19 computers. Supposedly there was a different person on
20 Cathwood and that lady, Mrs. Preston, lived in around -- oh.
21 And I do remember that name because it's down near the
22 coast, and supposedly they bought brand new vehicles on the
23 same date from a dealership in Columbia that were sedans I
24 think they said, and that was supposedly the same date that
25 Mr. Preston registered his vehicle. Strange explanation.

1 But that's what I was told.

2 Q. And do you have some reason to believe that the
3 South Carolina Department of Motor Vehicles would make up a
4 story like that?

5 A. I have no idea, but I can tell you this. If SLED
6 had come back to me and told me that everything was straight
7 up and that the paperwork that had been given to me was
8 incorrect, that it was a computer glitch, that would of
9 certainly been the end of the inquiry.

10 Q. Would it have been?

11 A. There would have been nowhere else I could of gone.

12 Q. Did you ever tell other people in the community
13 that Mr. Preston had been given a BMW by a Waste Management
14 company?

15 A. No, I did say that there was a question of that
16 because the receptionist had indicated that Claude Graham
17 had brought checks and she believed that. But that's all I
18 can tell you now.

19 Q. Do you deny having told third parties that
20 Mr. Preston received a BMW from a Waste Management Company?

21 A. I deny saying he received it from them. I
22 questioned it.

23 Q. And the basis for you raising this whole issue of
24 alleged impropriety was that you had paperwork wherein the
25 name Jean Preston appeared?

1 A. I took that to the SLED agents. I asked them to
2 look into it. If it was a straight up accusation, to let me
3 know, and that would of been the end of the inquiry.

4 Q. When was the next time you were deposed?

5 A. I can't quite remember. But it may of been in the
6 Brandon Grace suit. I'm trying to remember. I do not
7 remember.

8 Q. Now, what were the claims in the Brandon Grace
9 lawsuit?

10 A. He claimed that I defamed him. There was a
11 question that came up in credit card billing statements that
12 indicated he had taken a trip to North or South Dakota and
13 he signed off as the person taking the trip.

14 Q. And what did you say about that trip?

15 A. I don't think I said very much. I just reprinted
16 what someone else reviewed of the paperwork and said.

17 Q. Reprinted it where now?

18 A. I handed out at some of our political functions.
19 It was mostly a lot of the credit card questions.

20 Q. Did you also maintain a website?

21 A. I paid someone to put up a website for my campaign,
22 and they put some things in there that I later found out
23 should not have gone on there.

24 Q. Like what?

25 A. They put pictures of people attending the -- there

1 was some kind of a motorcycle rally I think there. I never
2 saw them, but I had a constituent to call and say that they
3 were pretty awful looking pictures, and called the guy and
4 told him to take it off immediately.

5 Q. And what was the outcome of the Brandon Grace
6 lawsuit?

7 A. Do what?

8 Q. The outcome of the Brandon Grace lawsuit.

9 A. Settlement.

10 Q. How much did you pay Mr. Grace?

11 A. I didn't pay him anything.

12 Q. How much did your insurance pay him?

13 A. I do not know.

14 Q. Did you know at one point?

15 A. I heard some figures banded, banded around about,
16 and I think it was maybe 3,000 or something. It was sealed,
17 Mr. Davis. I don't know.

18 Q. Brandon Grace, was he formerly an employee of
19 Anderson County?

20 A. He was an employee of Anderson County.

21 Q. And what was the outcome of the Preston lawsuit
22 from 2003?

23 A. On the basis of what my homeowner's attorney and
24 Mr. Poliakoff told me, I encouraged them to go forward. It
25 was the first time I had ever been sued that I can remember,

1 and it seemed to me that if there was a glitch at DMV, then
2 that would of been a simple resolution to it. I begged them
3 to go on to Court and get it settled in a Court of law, but
4 they didn't, and it was settled.

5 Q. In fact, a judgment was entered, was it?

6 A. Do what?

7 Q. A judgment was entered, was it not?

8 A. I don't know. I don't know what you mean.

9 Q. Do you know what a judgment is?

10 A. Somewhat. I signed a settlement if that's what
11 you're getting at.

12 Q. I didn't know I was getting at anything. I was
13 just asking questions.

14 Do you recall an affidavit being submitted in the 2003
15 lawsuit filed by Mr. Preston in relation to the Williamston
16 dispatcher?

17 A. No.

18 Q. You don't remember that at all?

19 A. I remember some conversation, but I don't
20 remember -- I don't remember seeing such as that.

21 Q. Do you remember any issues regarding prostitutes in
22 relation to the Williamston dispatcher from that lawsuit?

23 A. No.

24 Q. You have no idea what I'm talking about?

25 A. No, I don't.

1 Q. The Brandon, Brandon Grace lawsuit, were you sued
2 in your official capacity?

3 A. Again, in my individual capacity. I don't think
4 you will find that happening on current council because
5 these type measures that people would use against individual
6 council members that are pretty directly related to their
7 positions, I don't think you will see that happen again.

8 Q. Now, with respect to the Brandon Grace lawsuit, I
9 thought you said that the website that you had mentioned had
10 actually published inappropriate materials?

11 A. I never saw it, Mr. Davis. I had a call from a
12 constituent who pulled it up. I paid a guy during the
13 campaign to put up a website. I was trying to be more
14 modern and he put material on there that I didn't realize
15 was on there. Once I found out it was on there, I asked him
16 to take it off.

17 Q. Was the material untrue?

18 A. I don't know. But it was distasteful. I'm talking
19 about the photographs.

20 Q. What was the next lawsuit that you were deposed on?

21 A. I don't remember. I remember Preston sued Bob
22 Waldrep and me.

23 Q. Were you deposed in that lawsuit?

24 A. I don't think I was.

25 Q. What about the FOI lawsuit, were you deposed in

1 that one?

2 A. What FOI lawsuit are you talking about?

3 I'm not following you.

4 Q. Do you recall filing a lawsuit under the Freedom of
5 Information Act against Mr. Preston?

6 A. Yes. Oh, yes. Thank you.

7 Q. And, so, I guess the question there was were you
8 deposed in that one?

9 A. I was, as was he.

10 Q. The Preston FOI lawsuit, were you sued in your
11 official capacity in that lawsuit?

12 A. No, that was a Writ of Mandamus that J. Bender
13 recommended to open the public records, the financial
14 records and the legal invoices, so to speak. Legal expense
15 files. Not the case files.

16 Q. And the last lawsuit that you talked about that was
17 filed by Mr. Preston against you and Mr. Waldrep.

18 Were you sued in your official capacity in that
19 lawsuit?

20 A. I was sued in my individual capacity, and what was
21 alleged was impossible under the law, being sued in the
22 individual capacity. Judge Nicholson directed Nancy
23 Bloodgood from his seat, don't you want to change your plea,
24 and, of course, she did. So then we were sued in our
25 official capacity instead of our unofficial capacity.

1 Q. Is that your understanding of what happened?

2 A. That is.

3 Q. And let's put the official versus individual
4 capacity issue aside for a moment.

5 You were actually enjoined in that lawsuit, were you
6 not?

7 A. What does that mean?

8 Q. As a preliminary injunction, the Court issued an
9 order telling you to knock it off, that kind of order?

10 A. Oh, yeah.

11 Q. We called it a Knock It Off Order. I don't know
12 how else to explain it.

13 A. It was a bizarre situation because I was frankly
14 afraid to go into the courthouse without someone with me.

15 Q. Well, I was just confused because when I first
16 started asking you about these depositions I thought you
17 told me they all related to your capacity as a county
18 council member.

19 A. Mr. Davis, I wouldn't have been involved in any
20 legal action, other than trying to protect our property
21 rights in the first instance, if I hadn't been in an elected
22 position and had constituents who had questions or material
23 came to me in that role that begs questions.

24 Q. I guess that's what you meant earlier when you said
25 it was all related to your role as a County Council member.

1 A. That's the way I perceived it.

2 Q. So, all the lawsuits were against you individually,
3 but what you meant was they were against you individually,
4 but related to your role as a county council member?

5 A. It's best made into a synopsis that our former
6 administrator apparently believed that if he kept after me
7 legally, that it would drag me broke and he was right
8 because being sued in one's individual capacity means that
9 you have to come up with your own sources, and, in my case,
10 it frequently meant my homeowner's insurance. Finally my
11 homeowner's insurance -- my insurance dropped me.

12 Q. So, in your view, what happened was that
13 Mr. Preston just kept coming after you?

14 A. I believe so.

15 Q. I was just curious. I'd like to ask you a little
16 bit about the lawsuit that Anderson County brought against
17 Mr. Preston.

18 Are you familiar with the allegations in that lawsuit?

19 A. I can't tell you specifically. I know it's seeking
20 to have the contract invalidated, and I know I personally
21 believed that that was a contrivance, the buy-out.

22 Q. How about the allegations that relate to Palmetto
23 Agriculture Consultants?

24 Do you know what those are about?

25 A. I do. In -- I guess it was around October of

1 '07 this is, I frequently looked at the general ledger
2 finance reports and there was one called the GLR110, and it
3 was like a weekly check register, and there was a notation
4 of Palmetto Agriculture Consulting being paid out of our
5 county council matching grant funds special projects. It
6 had titled 5827 I believe was that department number, and I
7 was curious what was being paid out of funds that would of
8 come out of, would of been under our purview, and I had
9 never heard of Palmetto Agriculture Consulting, and I
10 started asking and nobody would tell me.

11 I finally had -- I think our clerk to council looked up
12 on the secretary of state's website and that was a
13 consulting firm headed by Allison Schaum and I knew Allison.
14 That was Ron Wilson's daughter.

15 Q. And, so, let me take you back a little bit right
16 before where you were.

17 Did you participate in any of the contract negotiations
18 for the original Palmetto Agriculture Consultants contract?

19 A. No.

20 Q. If it's okay with you, I'd like to just call it
21 P-A-C so I don't have to keep calling out that big long
22 name. P-A-C for Palmetto Agriculture Consultants.

23 Q. Well, you know, they're political action committees
24 too. So, I think you might want to say Palmetto.

25 Q. Well, I'm gonna call it P-A-C, but when I use the

1 word P.A.C. or P-A-C in this deposition, I'll be referring
2 to Palmetto Agriculture Consultants, okay, and I won't be
3 talking about political action committees.

4 So, you didn't have anything to do with the original
5 negotiations with respect to the first P-A-C contract,
6 right?

7 A. No.

8 Q. And you weren't copied on any of the correspondents
9 in relation to that?

10 A. No.

11 Q. So, the first time you found out about it was after
12 that contract had been executed and it appeared on GLR110?

13 A. I didn't even know there was a contract in it, I
14 don't guess, until later after I inquired about the name and
15 see I knew Allison. Allison had no agricultural background.
16 I was pretty surprised

17 Q. How do you know that?

18 A. Because, at that time, Ron Wilson and his family
19 were supposedly friendly acquaintances of ours, and, at that
20 point, I was sending my daughter's little outgrown riding
21 clothes to Allison for her little daughter, and I knew that
22 she had been, I think, a school teacher or had her
23 background in education, and they were starting to -- I
24 think they acquired additional property from what Cassie had
25 gotten through, I guess, a will or family passing, and they

1 were setting up their farm.

2 Q. And Allison was working on the farm, wasn't she?

3 A. Probably at that time. I think -- I know Ron told
4 me, and don't hold me to timelines, but something along that
5 time span that he was acquiring additional land and that he
6 was looking to get into, I guess, more of an organic type
7 form of farming

8 Q. And Allison's husband worked on the farm too,
9 didn't he?

10 A. I don't know. But I do know that we had free
11 advice from the Clemson University, one of the most esteemed
12 agriculture schools in the country, and we had a sustainable
13 agriculture expert, Doctor Jeff Zender, who was getting the
14 county free advice or low cost advice. We had Clemson
15 Extension Service. So, it was extraordinary that we would
16 hire someone out of the county for what we could get for
17 free or nothing or low cost.

18 Q. Now, did you participate in any of the discussions
19 that occurred prior to that original P-A-C contract's
20 execution?

21 A. I don't recall any such thing. I think we were
22 all -- we may have mentioned sometime in council meetings
23 that we needed to support our farmers more. But remember,
24 she is out of the county. She is not qualified.

25 So, why would I have discussed her?

1 Q. Well, I know you want to tell me about all that,
2 but the real question I wanted to know was whether you
3 participated in the process that led up to the original
4 P-A-C contract's execution, and I understand you to say no.

5 Is that fair?

6 A. Yes, I had no knowledge of her being brought into
7 the county as a consultant until I saw those notations and
8 then I began my inquiry.

9 Q. Now, at some point that P.A.C. contract was
10 amended, was it not?

11 A. I'm not aware.

12 Q. There was a second contract that Mr. Preston
13 executed with Allison Shawn, is that correct?

14 A. Now, are you referring to what we now know is the
15 contract that anted-up, the one right before the buy-out?

16 Q. The second contract. There were two contracts.
17 There was the first one.

18 A. See, I wasn't enable to get material until way
19 after the fact. So, no, I didn't know at the time. But I
20 knew it after the fact.

21 Q. Okay. And when you say after the fact, did you
22 mean after the severance agreement was executed?

23 A. I did not become aware of a new contract, I don't
24 think, until probably January. I may have learned about it
25 in December, but I was not aware of that in that timeline.

1 I was kept out of the loop, Mr. Davis.

2 Q. I know you want to tell me about that, but what I
3 want to know are the questions I asked you. We just need to
4 be careful, for purposes of the record. When you say
5 December or January I think I know what you mean.

6 But just for purposes of the record, you mean December
7 of 2008 or January of 2009?

8 A. It would of been in that timeline. It would of
9 been after the severance agreement that was brought up in
10 the November 18th meeting. I had no knowledge that she
11 got an anted-up contract.

12 Q. Is it fair to say that you don't have any firsthand
13 information about the facts or circumstances surrounding the
14 execution of that second P-A-C contract?

15 A. Not until afterwards. I was questioning the first
16 one. I really thought it was absolutely inappropriate for a
17 councilman's daughter living out of the county, with no
18 prior work or education experience, to be getting such a
19 contract. That was totally bizarre.

20 Q. Now, Ms. Wilson, I will you what -- we are going to
21 have a deal. I'm going to let you say whatever you want to
22 say on the record. I don't have a problem with that. But
23 if you have these extended statements that aren't really
24 responsive to my questions, it's gonna take us a lot longer
25 today. I just want to, want to tell you now, in the

1 morning, and that's fine with me. I've got all day.
2 You know that I have to leave at 3:00 or 3:30 because I
3 have other responsibilities. I'll be glad to come back.
4 But we may have to at our current rate of speed.
5 A. Perhaps if you asked the questions in a better way
6 for me to understand them I would be less wordy. You seem
7 to elicit---
8 Q. I'm sure that it is my inartful questions that are
9 prompting the issues. So, I'll try harder.
10 Now, in relation to Heather Jones, do you know who
11 Heather Jones is?
12 A. Yes.
13 Q. Was Heather Jones the director of economic
14 development for Anderson County
15 A. Yes.
16 Q. They're allegations in the lawsuit about Heather
17 Jones.
18 Do you understand that?
19 A. I am not -- I don't know the contents of the
20 lawsuit, Mr. Davis. But I do know they were allegations
21 about Ms. Jones.
22 Q. And if you don't know the content of the lawsuit,
23 that's fine. That's basically all I'm trying to get
24 through.
25 So, you had any firsthand information with respect to

1 the allegations pertaining to Heather Jones in this lawsuit?

2 A. I am not familiar with the lawsuit. I can just
3 tell you that, in looking at the GRL110, it appeared she got
4 paid twice for a trip to China and I did raise those
5 questions. I can't remember details other than that

6 Q. Okay. Do you know or have you had any firsthand
7 information about memoranda relating to Heather Jones SUV
8 usage?

9 A. No, I have heard that allegation, but I don't know
10 firsthand.

11 Q. And that's all I'm trying to find out is, you know,
12 you weren't there when they executed a memoranda about her
13 SUV, were you?

14 A. If you're referring to anything that went on in Mr.
15 Preston's office, no. I would not have been.

16 Q. Is the same thing true in relation to educational
17 reimbursements relating to Heather Jones?

18 A. No, I wouldn't know.

19 Q. And with respect to the reimbursements for -- let
20 me rephrase.

21 With respect to a memoranda pertaining to potential
22 travel to Germany by Heather Jones, is that the same thing
23 for that memoranda as well?

24 A. No, we had no knowledge beforehand.

25 Q. In relation to the lawsuit, are you familiar with

1 allegations pertaining to Michael Thompson?

2 A. I did not know them beforehand except I heard,
3 except I -- that I heard rumors that McAbee and Thompson
4 were going to be getting county jobs. They were rumors
5 about that after they lost their primary.

6 Q. And, in fact, did you not propose an ordinance that
7 would prohibit council members from taking county employment
8 subsequent to rotating off council?

9 A. I did that as a result of hearing those rumors, and
10 it mirrored the General Assembly measures.

11 Q. At the time when you proposed that ordinance, had
12 you received information that Michael Thompson may have an
13 interest in working for Anderson County?

14 A. I had heard rumors.

15 Q. And where did you hear those rumors?

16 A. I don't even remember. There was a lot swirling
17 around.

18 Q. Well, the information had to be colorful enough to
19 prompt you to propose an ordinance, would it not?

20 A. No, at that point rumors were sufficient.

21 Q. To propose new laws?

22 A. Yes, especially when we wanted to be more
23 professional and more clear in our policies in the county.

24 Q. At some point did the rumor based legislating stop?

25 A. I don't even understand what you're talking about.

1 Q. That's okay. We'll keep going.

2 Were you a party to any conversation between
3 Mr. Preston and Michael Thompson in relation to Mr.
4 Thompson's potential employment with Anderson County?

5 A. No.

6 Q. Were you copied on any correspondents about
7 potential---

8 A. No.

9 Q. Just listen to the question.

10 I was going to say were you copied on any
11 correspondents regarding potential employment with the
12 county by Mr. Thompson?

13 A. No.

14 Q. Did you ever -- did you witness any conversation
15 between Mr. Preston and Mr. Thompson about Mr. Thompson's
16 potential employment with Anderson County?

17 A. No.

18 Q. Who is Bill McAbee?

19 A. Council representative for District 7, former
20 councilman.

21 Q. There have been issues raised about travel
22 reimbursements that Mr. McAbee received inside of this
23 lawsuit.

24 Were you familiar with Mr. McAbee's travel while he was
25 on council?

1 A. I can't remember the timeline, but I think in the
2 Fall of '08, probably during that time span, I was looking
3 at the GRL110's and I saw significant amounts of money that
4 seemed to be paid for his and his business associates
5 travel.

6 Q. Now, when you referenced the GLR110, has the GLR110
7 been something that you have reviewed on a regular basis for
8 sometime?

9 A. Whenever I could get them. That's part of why I
10 went to Columbia to get those financial records opened.
11 They came to me sporadically. It's a weekly printout
12 typically. I think they told us about it every Wednesday.
13 I first learned about them, gosh, I guess back in 2002.
14 They are going to Mike Holden. He was the former council
15 representative for District 5. So, I asked to be copied
16 likewise, and then they started -- as long as -- it was kind
17 of amusing.

18 I do remember this. I was picking them up because
19 Mr. Holden didn't pick his up. So, I substituted myself I
20 guess, and I started seeing interesting things, and I would
21 ask about it, and then when he found out where I was getting
22 it, then I had a hard time getting them. That's what
23 happened there.

24 Q. When, in the Fall of 2008, did you first have
25 concerns about Mr. McAbee's travel?

1 A. It probably would of been around September. I
2 began to see the credit card -- let's see. There were 23
3 credit cards and they would show up in the GLR110, and it
4 would say, I think, First Citizens, First Citizens, but it
5 would a different number.

6 Q. Would it be fair to say that, at the time of the
7 severance agreement, you believed that the county had a
8 contract with Allison, Allison Schaum?

9 You just didn't know it had, it had an amended contract
10 with Allison Schaum?

11 A. No, once I found out about the first one I strongly
12 objected.

13 Q. I understand that, but you knew that the first one
14 was in effect back in October of 2007, right?

15 A. I didn't know there was a contract until
16 afterwards. I don't believe. I just saw the notations in
17 the GLR110's and I was curious about what Palmetto
18 Agriculture Consulting was, and it was being paid out of
19 council funds, and that's what I most objected to.

20 Q. Out of the---

21 A. I was trying to get some funds for my district for
22 some of the fire departments, and I was told there was some
23 money left, and that's what drew my attention.

24 Q. Out of the funds that were ear marked for special
25 projects?

1 A. In matching grant funds.

2 Q. Well, what I'm trying to understood is, back in the
3 Fall of 2007, you learned that Palmetto Agricultural
4 Consultants was receiving checks from the county, right?

5 A. Yes.

6 Q. And what we know is those checks continued through
7 2007.

8 So, had you reviewed the GLR110 intermittently through
9 2007, you would continue to see the payment to Palmetto
10 Agricultural?

11 A. Yes, and they continued through 2008.

12 Q. And did the administrator reports contained
13 briefings about the work that Palmetto Agriculture
14 Consultants was doing?

15 A. They may have.

16 Q. Would those administrative reports included in your
17 agenda, agenda being packets?

18 A. Some of them, yes.

19 Q. So, coming into the Fall of 2008, is it fair to say
20 that you knew that there was some sort of relationship
21 between the county and P-A-C, but you may not have known
22 that there was an amendment to that contract in the
23 beginning of November?

24 A. The very first contract would of been highly
25 objectionable because it was a councilman whose daughter

1 lived out of the county, had no expertise in the area, and
2 she is being given large amounts of money. And during that
3 time, we did come to know that Mr. Wilson and his daughter
4 and family were engaged in a farm together. They were
5 together.

6 Q. Now, respectfully, I'll let you explain your answer
7 to the question however you'd like, but you have to answer
8 the question first and then you can explain.

9 And the question I asked was, coming into the Fall of
10 2008, you understood that there was some sort of
11 relationship between the county and P-A-C, but at the time
12 of the severance agreement, you just didn't know there was
13 an amendment to the contract between the county and the
14 P-A-C?

15 A. No.

16 Q. No, that's incorrect or that is correct?

17 A. Your questions are very byzantine here. I do not
18 know there had been a newer contracts that was for a greater
19 amount of money because the first one was totally
20 ridiculous.

21 Q. At the time when the severance agreement vote
22 occurred on November 18th of 2008, were you under the
23 impression that the contract with the county and P-A-C still
24 existed, the original contract?

25 A. I would guess.

1 Q. Had you ever reviewed that second P-A-C contract?
2 A. I think I skimmed over it.
3 Q. What about the second P-A-C contract did you find
4 so objectionable?
5 A. I think it went from like 65 to 95 dollars an hour
6 for three years. The first one was year-to-year I think.
7 The second one was a three year contract.
8 Q. And that's the basis for your objections?
9 A. I have already given you my objections. No
10 councilman should have a child getting funds when they are
11 already business partners and that material is not
12 qualified -- and that person is not qualified. We can get
13 the same material and better from the Clemson Extension
14 Service, Clemson University, and the heads of sustainable
15 agriculture at Clemson.
16 why should we pay a person out of the county unless
17 it's the daughter of a councilman?
18 That's how I see it, and I think that's how most of the
19 public sees it.
20 Q. I inadvertently skipped over some of the background
21 information I meant to ask you.
22 Are you married?
23 A. No.
24 Q. What was your mom's name?
25 A. Mary Elizabeth Rogers Wilson.

1 Q. And what was your dad's name?
2 A. Edward Wilson. Edward Carlton Wilson, Junior.
3 Q. And did your mother have siblings?
4 A. One sister, Celeste Rogers Fuller.
5 Q. And did your dad have siblings?
6 A. You might need a bibliography for that. He had six
7 brothers and one sister
8 Q. Holy smacks.
9 Do you remember their names?
10 A. Yes, Michael Charles. He passed away recently. My
11 father, of course. My uncle, Sydney, my Uncles Wallace and
12 Willis, who were twins, my Uncle Kyle, my Uncle Wayne, and
13 my Aunt Nancy.
14 Q. How about your educational background?
15 Where did you go to college?
16 A. I finished at USC.
17 Q. What year?
18 A. '72.
19 Q. What degree?
20 A. Bachelor of Fine Arts.
21 Q. Where did you start?
22 A. I started at Columbia College.
23 Q. Columbia College is where?
24 A. You must not be from South Carolina. From
25 Columbia.

1 Q. Well, there is actually, in my defense, they're
2 actually several Columbia Colleges. So, I just wanted to
3 make sure we were---

4 A. It wasn't Columbia University.

5 Q. I believe there's a Columbia College in West
6 Virginia too.

7 A. Okay.

8 Q. How about your work history?
9 What jobs have you had?

10 A. Well, from being a youngster through the first
11 couple years out of college, I was heavily involved with the
12 farm. Still am. But I literally ran the farm for a couple
13 of years.

14 We had a breeding operation. We had broodmares, young
15 stock, horses in training, borders, et cetera. And then I
16 think I got my real estate license in '74 maybe. I married
17 in '76.

18 Q. Who did you marry in 1976?

19 A. Jeff Lenar.

20 Q. Can you spell that for me?

21 A. L-E-N-A-R.

22 Q. And I don't know how to ask this gracefully, but
23 were you divorced or did Mr. Lenar pass away?

24 A. No, no, we were divorced. We had been at Carolina
25 together and he finished Carolina Law School. He took a job

1 in Pennsylvania, Quaker State Oil Refining Corporation. He
2 was the corporate attorney for them, and we moved there and
3 I was there for about a year and a half.

4 Q. Where did you live?

5 A. Oil City, Ohio. It was, I think, Venango County.

6 A very interesting place

7 Q. How about Titusville?

8 A. Oh, you're familiar with Titusville?

9 Yeah.

10 Q. I know a little bit about Pennsylvania.

11 A. Are you from Pennsylvania?

12 Q. I am.

13 A. What part?

14 Q. The Pocono Mountains. The exact opposite end of
15 the state.

16 A. Well, I discovered Mr. Bright is from Clarion, I
17 think. No, I think he was from Warren or Bradford.

18 Q. What year were you divorced from Mr. Lenar?

19 A. I think it was '78.

20 Q. Where was that divorce filed?

21 A. I came home and filed it in Anderson County.

22 Q. What were the grounds?

23 A. I think it was considered irreconcilable
24 differences.

25 Q. After you came home, what did you do?

1 A. I went back to farm work and real estate.

2 Q. And were you working on your own with real estate
3 or were you working with a shop?

4 A. I think my license was with first, was first with
5 Carolina Flashman. We had commercial real estate work, and
6 then Ann Griffin, and then Faulkenbury Forestry Company, and
7 then, after that, I was on my own.

8 I married my former competitor over in Georgia, Royce
9 Lawrence, and I moved to Georgia in '83, worked with him. I
10 held, I'm not sure how you would term it legally, but I had
11 my real estate broker's licenses continuously in South
12 Carolina, Georgia, and I worked with them. And when I came
13 back home, through divorce, I went back on my own.

14 Q. I'd like to turn your attention to the employment
15 complaint that Mr. Preston raised that gave rise to the
16 severance agreement.

17 Do you recall what that claim was?

18 A. Are you referring to what led up to
19 November 18th?

20 Q. Yes, ma'am, I am.

21 A. He had an attorney send a letter claiming
22 anticipatory breach of his contract. But the way I read it,
23 I didn't get it until ten days after he had sent it to
24 others. So, it looked to me like he had resigned or
25 something. It didn't make sense.

1 Q. Did you also understand that Mr. Preston was saying
2 that he had tort claims against both you and Mr. Waldrep?

3 A. I'm not following your line of thought here.

4 Q. You referenced an anticipatory breach claim. So,
5 we've talked about that.

6 What I'm asking you is did you, at some point, learn or
7 become aware of the fact that not only was Mr. Preston
8 saying he was raising anticipatory breach claims, but he was
9 also raising tort claims against you individually and Mr.
10 Waldrep individually?

11 A. I can't remember if that was in the letter. I
12 don't remember. But I do know that -- I think it was
13 September of '08 he sued Mr. Waldrep and me over an incident
14 where we took Channel 7 news people in with us to ask to
15 look at the credit card statements, and he claimed that we
16 were interfering with his ability to run the county.
17 Ironically, I didn't say anything. I let Bob do the
18 talking. He just asked to look at credit card statements,
19 but I got sued anyway.

20 Q. We'll talk about that in a second, but let's look
21 at a few documents, and maybe this will help you out.

22 A. Okay.

23 Q. Is this the letter that you received wherein you
24 first learned that Mr. Preston was raising claims against
25 Anderson County?

1 A. I think the first I learned of it was not the
2 letter. I think it came up in council. We had an executive
3 session and to hire an attorney, but I had not received the
4 letter, I don't believe, until that night or later. It says
5 by hand delivery, but it was never delivered to me,
6 Mr. Davis. I had to get a copy of it. I'm not sure where I
7 got it, but it was many days after the September 25th
8 date.

9 Q. Ms. Wilson, what address does it reflect that the
10 hand delivery was made to?

11 A. South Main Street.

12 Q. And is that where the Anderson County Council was
13 located?

14 A. Yes.

15 Q. And does the letter reflect the same address for
16 delivery for all seven council members?

17 A. It does.

18 Q. And when is this piece of correspondents dated?

19 A. September 25th, 2008.

20 Q. Is it stamped confidential?

21 A. Yes.

22 Q. Do you recall Bob Waldrep providing this letter to
23 the media?

24 A. No, I don't.

25 Q. In this letter, about halfway down the middle of

1 the paragraph, there's a sentence that states, and I quote,
2 "certain council members have hindered Mr. Preston's ability
3 to perform his duties as county administrator for at least
4 seven years now."

5 And the question---

6 A. I'm trying to find where you're talking about.

7 Q. Let me help you. Right there.

8 A. Okay. So, I guess he is referring to me then.

9 Q. That's what I was going to ask you. So, we can
10 skip that question.

11 Now---

12 A. Now, if you're referring to interference being
13 asking questions and seeking finance records, that may be
14 what he's referring to cause I never made a trip into his
15 office. I was never invited to his office. In fact, I was
16 afraid to go to the courthouse by myself.

17 Q. Okay. We'll talk about that in a minute, but I
18 wasn't inferring anything. I was just asking you a question
19 of whether the certain council members he was referring to
20 were understood generally to be you and Mr. Waldrep.

21 That's correct, right?

22 A. I don't know. I just know that I was considered
23 his enemy by him, which is a most unfortunate thing because
24 I was not.

25 Q. Shortly after the county council received Exhibit

1 1, which is the letter dated September 25th of 2008, do
2 you recall council hiring Tom Bright?

3 A. Yes, but please bear in mind I did not get this
4 letter until later, and I don't remember specifically when.
5 But it was -- well, after the date, a lot of material went
6 to other council members that didn't come to me. I didn't
7 get this until later.

8 Q. Is there anything else?

9 A. That's all I can tell you, and I do know that we
10 did hire Tom Bright in the executive session. I counseled
11 that we should slow down and have an opportunity, as council
12 members, individually to look at the names.

13 Q. Counsel, I just want to make sure that she's
14 talking about what they were talking about in executive
15 session. So, I don't want to---

16 A. I don't see what that has any bearing. The problem
17 we had is we would go into the meeting and we were given the
18 curriculum vitae, I guess, of the several attorneys. I
19 don't even remember their names. I did not have time to
20 check and see who I would suggest. So, that's all I can
21 tell you. I counseled that we have an opportunity to do our
22 homework before we make a vote.

23 Q. Okay. All I wanted to know was do you remember
24 when county council hired Tom Bright.

25 So, apparently your answer is yes?

1 A. I think it was that meeting. I don't remember a
2 date, and I don't even remember -- but I probably abstained
3 or voted against. I don't remember.

4 Q. At some point after the meeting where they hired
5 Tom Bright, did Tom Bright call you on the phone?

6 A. I think he may have. I can't remember if that was
7 before or after the ad hoc personnel committee met over in
8 Powdersville. I don't remember the timeline in that, but
9 I'm sure I talked with him at some point.

10 Q. Let me show you what we'll mark as Exhibit 2.

11 Ms. Wilson, what I'm going to represent to you is that
12 these are, these are -- is the handwritten notes from
13 Mr. Bright that he confirmed yesterday was his notes from
14 his telephone conversation with you, and I know you didn't
15 write those notes, but I just wanted to ask you questions
16 about what Mr. Bright wrote.

17 A. That's why I'm reading them. Some of the writing I
18 can't read. Okay.

19 Q. The first question I want to ask, like to ask you
20 is, in the upper right-hand corner, there's a date of
21 October 13th of 2008.

22 A. Okay.

23 Q. Is that generally consistent with what you remember
24 about the timeframe in which Mr. Bright called you?

25 A. Probably.

1 Q. If you go down -- and I'm going to call these
2 paragraphs. I know they're not really paragraphs, but don't
3 know what else to call them. One, two, three, four, there's
4 a sentence that begins "she urges temperance."

5 Do you see that?

6 A. Uh-huh. (Affirmative).

7 Q. Were you urging temperance in discussion?

8 A. I usually do.

9 Q. And then the next sentence says, quote, "the lame
10 ducks want to buy-out the administrator, put new
11 administrator in place."

12 Do you recall, on or about October 13th of 2008,
13 communicating to Tom Bright that the lame ducks wanted to
14 buy-out the administrator and put in a new administrator?

15 A. That's what we're hearing.

16 Q. Who were you hearing that from?

17 A. There were all kinds of rumors all over during that
18 time, and I can't remember if this was before or after the
19 Powdersville meeting where Bob and I sat in the ad hoc
20 committee meeting. But by then I had the letter that you
21 have just shown me, and that's what we were believing they
22 were trying to do, and there was already some research that
23 indicated that there should not be a buy-out.

24 Q. What research was that?

25 A. I think it's referred to as Piedmont versus Cowart

1 and that's where you don't bind incoming council's hands
2 with dictates from the previous -- that was my
3 understanding.

4 Q. Was the exception to Piedmont versus Cowart ever
5 explained to you?

6 A. I don't know. I don't remember.

7 Q. Down at the bottom of the page there's a sentence
8 that says, and I quote, "five council members looking to
9 buy-out contract."

10 Do you see that?

11 A. Uh-huh. (Affirmative).

12 Q. As of October 13th of 2008, was it your
13 understanding that five council members were inclined to
14 buy-out Mr. Preston's contract?

15 A. I can't remember if Mr. Waldrep had come on. I'm
16 trying to remember. I think he came on in '07 and it was
17 six and one votes for a long time, and then it became five
18 and two. So, that's what I believe that's what that was all
19 about.

20 Q. Do you recall telling Mr. Bright that five council
21 members were looking to buy-out Mr. Preston's contract?

22 A. I don't remember in that form specifically. But I
23 do remember we had constant five and two votes during that
24 time, and I do remember that it was already being discussed
25 out on the street that they were wanting to buy him out.

1 Q. Now, October -- now, on November 18th of 2008,
2 how many affirmative votes were cast in favor of Mr.
3 Preston's severance agreement?
4 A. Five and two usual.
5 Q. Was it five and two or was it ultimately
6 five-one-and-one?
7 A. There was a funky little procedure that was called
8 reconsidering the vote, and I'm not sure where that played
9 in that night. There's a lot of confusion on that point.
10 Are you finished with that line of questions?
11 Q. No, I just need to check one document to ask the
12 next question.
13 If you will turn to Page 2 of Exhibit 2 for me.
14 Do you see the Item Number 1?
15 A. Uh-huh. (Affirmative).
16 I do.
17 Q. That relates to the lawsuit we discussed earlier in
18 your deposition, does it not?
19 A. Yes.
20 Q. And in it you told Mr. Bright it appears that the
21 lawsuit involved a fancy sports car at issue and that it
22 changed hands. I guess that is---
23 A. It appeared to change hands.
24 Q. ---several times, but my question is actually
25 simpler.

1 By October 13th of 2008, it's true, is it not, that
2 you knew that the reason for the appearance of it changing
3 hands was because there was a mix-up at the DMV?
4 A. Yes, I just went over that with you.
5 Q. But when you talked to Mr. Bright, it doesn't
6 appear that you ever told Mr. Bright that?
7 A. I didn't write his notes, Mr. Davis.
8 Q. Did you tell Mr. Bright that?
9 A. I probably said appeared to have changed hands
10 several times on paper, but was still in his possession.
11 Q. How many ethnics complaints have been filed against
12 you?
13 A. I think three.
14 MR. RUSTIN: Sorry. That's ethics as opposed to
15 ethnic. I apologize.
16 Q. Have you ever been sanctioned?
17 A. By the Ethics Commission?
18 Q. Yes, ma'am.
19 A. What does that mean?
20 I mean I have received complaints that I had to
21 address.
22 Q. Were you issued a warning, a reprimand, some sort
23 of sanction?
24 A. I don't understand what you're saying. I have
25 received notification of complaints that I had to address.

1 Q. Okay. When you received the notification of
2 complaints, what happens next?

3 A. They send an investigator.

4 Q. And did the Ethics Commission ever find that you
5 violated any sort of ethics cannon?

6 A. As far as I know I have been exonerated.

7 Q. In every ethics complaint?

8 A. Yes, as far as I understand it.

9 Q. Was there ever an ethics complained filed against
10 you with respect to certain county travel and pertaining to
11 political activities?

12 A. Yes.

13 Q. And what was the outcome of that ethics complaint?

14 A. I think they dropped it.

15 Q. You believe that the Ethics Commission dropped that
16 complaint?

17 A. Yes, they're four trips in question. I think it
18 was around \$78. I had not filed for reimbursable miles in
19 many years, and I think I filed for some reimbursement in
20 maybe June, July, August of '08, and the trips were
21 basically what other council members had charged off, and I
22 didn't think about it. I put it in.

23 When I started it, when it came up as an ethics
24 complaint, I started trying to do my homework because I knew
25 I was always constantly being challenged by our former

1 administrator and I wanted to make sure I was correct.

2 Q. Did the Ethics Commission direct you to reimburse
3 those travel expenses?

4 A. No, I reimbursed myself. What the Ethics
5 Commission did, there's something about a date or time
6 period during an election cycle they were not allowed to
7 file complaints against candidates.

8 Q. On the third page of these notes, it references, at
9 the very top, drinks at Sullivan's using county credit
10 cards. No backup. No itemized receipts.

11 I guess my first question is do you recall telling Mr.
12 Bright that?

13 A. Probably. I don't remember specifically. I think
14 we were talking about my efforts to look at the county
15 credit card files, which began in September of '07, many
16 written requests, and finally November of '07 I was given
17 20 -- roughly 27 pages purporting to be the credit card
18 statements for 23 credit cards for five months.

19 Q. The question I was going to ask was are there
20 allegations that are at the top of Page 3, allegations that
21 you were making about Mr. Preston?

22 A. These are Mr. Bright's notes. All I can tell you
23 is that it appeared that the county credit cards were being
24 used for more than just meals at Sullivan's Grill, and by
25 that time Mr. Waldrep and I were finally allowed to go in

1 and look at the boxes of scrambled up paper regarding credit
2 cards. There was very little backup.

3 Q. Are you directing that accusation at Mr. Preston?

4 A. I'm only telling you what I saw.

5 Q. Just out of fairness to you, we will see other
6 documents where you're making allegations about drinks at
7 Sullivan's Bar, and all I want to know, in relation to this
8 sentence up here, is were you telling Mr. Bright that you
9 believed Mr. Preston was using a county credit card to buy
10 drinks at Sullivan's Bar?

11 A. I told him it surely looked that way.

12 Q. At the bottom there's a category down there that
13 says GLR153.

14 A. Uh-huh. (Affirmative).

15 Q. What is GLR153?

16 A. That's a general ledger report that is by
17 department, all of the expenditures. It's department and I
18 think subaccounts, and it would be like, for example, let's
19 just say Sewer Enterprise Fund, and it would have the
20 heading, and then it would have -- I would think it would
21 have the engineering. You know, you would have like
22 personnel. It would just be categories and it would --
23 except for personnel and routine monthly costs pertaining to
24 personnel benefits that would just be notations. But it
25 wouldn't give names. But under like engineering it would

1 tell you which firm got paid what.

2 Q. But what was the category GLR153?

3 A. General Ledger Report 153.

4 Q. Okay. 153?

5 A. It's more in depth than the GLR110.

6 Q. That's what I'm asking.

7 In relation to GLR153, Mr. Bright's note reflect that
8 at least he thought you were telling him that Mr. Preston
9 pays things in October and postdates it. I think he means
10 predates it over to the prior year.

11 Do you remember telling Mr. Bright that?

12 A. I remember complaining that I would want the GLR153
13 for the fiscal year that would of been ended June 30th and
14 that books were apparently left open sometimes until
15 October/November.

16 Q. Okay. But my question is much, much---

17 A. They would not even give me that. At June 30th I
18 wanted the GLR153, and I also asked for it like at mid year.
19 I wanted to see how much we were in relation to our budgets.

20 Q. Okay. Ms. Wilson, my question is much simpler than
21 that.

22 Do you remember telling Tom Bright that you thought
23 Joey Preston paid things in October and postdated it to the
24 prior year?

25 I think he means predated it.

1 A. These are his notes, Mr. Davis. I just told you
2 what I meant.

3 Q. I know.

4 But do you remember telling Tom Bright that?

5 A. I don't remember it specifically in this form.

6 Q. You don't deny telling him that though?

7 A. I just told you, my general difficulty was in
8 getting ledger reports.

9 Q. Let me show you what we're going to mark as Exhibit
10 No. 3.

11 Ms. Wilson, have you ever seen the letter from Rob
12 Hoskins to Tom Bright dated October 23rd, 2008, as
13 reflected in Exhibit 3?

14 A. I think I have.

15 Q. Okay. Did you see this letter potentially at the
16 personnel subcommittee?

17 A. I may have. I don't remember specifically.

18 Q. I only ask because and here's why. Earlier you
19 stated that you didn't remember the date of personnel
20 committee, and we're going to see a document in a second
21 that is 10/27, which is four days after this letter, and
22 that's what I was wondering whether you had a recollection
23 of seeing this October 3rd, October 23rd, 2008, letter at
24 the personnel subcommittee.

25 A. All I can tell you, Mr. Davis, is I believe I have

1 seen this letter. I don't recollect when precisely where I
2 saw it.

3 Q. Did you see this letter before November 18th of
4 2008?

5 Let's do it that way.

6 A. I think I did. But I can't remember.

7 Q. In the very first sentence of Rob Hoskins letter,
8 and Rob Hoskins, you may recall, was Joey Preston's lawyer,
9 in the very first sentence it says, and I quote, "per your
10 request, I am sending you Mr. Preston's proposal for a
11 complete resolution of all claims against the county and the
12 two individual council members we previously mentioned," and
13 it's combined these two questions down below in the middle
14 there's a paragraph that begins unfortunately.

15 Do you see that paragraph?

16 A. Uh-huh. (Affirmative).

17 Q. And that Paragraph begins, and I quote,
18 "unfortunately there also exist a number of causes of action
19 in which Mr. Preston will assert against two current council
20 members as well as maybe one or two more incoming council
21 members. His additional cause of action will obviously put
22 in tort claims given the extreme malice and intentional
23 nature of the actions of the subject council members over
24 the past several years."

25 My question is actually not all that complicated.

1 Was it your understanding that one of the two council
2 members Mr. Preston was referring to was you?

3 A. Well, he had sued us. It was bizarre that we can't
4 even go ask questions seeking financial data.

5 I mean have you ever heard of an administrator denying
6 elected representatives, in a council administrator form of
7 government, looking at financial records that they were
8 responsible for and there is an appearance of mishandling of
9 credit cards and other financial things?

10 They sued us over that.

11 Q. Was your understanding that one of the two council
12 members referenced in the October 23rd, 2008, letter from
13 Mr. Hoskins to Mr. Bright was you?

14 A. That should be clear. You've already brought up
15 that he had sued us.

16 Q. In a separate lawsuit, right?

17 Did he sue you as the county administrator?

18 A. I think we were sued sometime in late September
19 maybe. I can't remember the date.

20 Q. And what capacity did Mr. Preston sue you?

21 A. In our individual capacities.

22 Q. That's a fair answer.

23 A. I'm talking about Mr. Preston.

24 A. When Mr. Preston sued you, did he sue you in his
25 capacity as the county administrator in that lawsuit?

1 A. Yes, I think so.

2 Q. And in relation to this letter, is he writing as
3 the county administrator or is he writing in his personal
4 capacity?

5 A. No, this is a letter from Mr. Hoskins. So, I don't
6 understand your question.

7 Q. Mr. Hoskins was Mr. Preston's personal attorney,
8 was he not?

9 A. Yes.

10 Q. Okay. Well, Mr. Preston's personal attorney
11 references two council members who have potential court
12 claims or Mr. Preston has court claims against two potential
13 council members.

14 You understood that one of those two was you, right?

15 A. Well, there's a long record of him suing me. So,
16 there you go.

17 Q. Is that a question?

18 A. I would assume so.

19 Q. On the county council at that time, was Mr. Preston
20 openly adverse to council members other than you and Mr.
21 Waldrep?

22 A. No.

23 Q. Please make this Exhibit 4.

24 I'm asking about this document primarily for the date.

25 Does this document reflect a date of October 27th of

1 2008?

2 A. It does.

3 Q. Is that document -- is that consistent with your
4 recollection about when the personnel committee may have
5 that?

6 A. Probably. I just don't remember specific dates.

7 Q. And does this note from Mr. Bright reflect that you
8 attended the personnel committee on October 27th of 2008?

9 A. Yes.

10 Q. At the point in time that the October 27th of
11 2008 personnel committee occurred, was the lawsuit filed by
12 Mr. Preston in his capacity as county administrator against
13 you and Mr. Waldrep pending?

14 A. I think so.

15 Q. I show you the next exhibit.

16 A. May we take a quick detour?

17 Q. Sure.

18 Ms. Wilson, have you ever reviewed Exhibit 5 before?

19 A. I think so. I think this is the employment
20 agreement.

21 Q. And when you say the employment agreement, do you
22 mean Joey Preston's employment agreement?

23 A. Well, I think there was one prior to that, and I'm
24 not sure I ever saw the prior one to this.

25 Q. Was this the employment agreement, however, that

1 was in effect at the time the severance agreement vote
2 occurred?

3 A. I would assume so.

4 Q. Are you generally familiar with the agreement's
5 terms?

6 A. It has been a long time since I looked at it.

7 Q. Could you turn with me to the top of Page 2, and at
8 the top of Page 2 there's actually a quote.

9 Do you see that?

10 A. Uh-huh. (Affirmative).

11 I do.

12 Q. And if you were to flip back to Page 1, you would
13 see that what's actually quoting is South Carolina Code
14 4-9-660.

15 A. Yes.

16 Q. And that quote says "except for the purposes of
17 inquiries and investigations, the council shall deal with
18 county officers and employees who are subject to the
19 direction and supervision of the county administrator solely
20 through the administrator and neither the county -- neither
21 the council more its members shall give orders or
22 instructions to any such officers or employees."

23 Do you see that?

24 A. Uh-huh. (Affirmative).

25 I do.

1 Q. Have you ever read that statute before?
2 A. I have.
3 Q. And Mr. Preston's employment agreement, they
4 actually included the verbiage from that statement, did they
5 not, statute, did they not?
6 A. Yes.
7 Q. What I'd like for you to do is turn to Page 3 and
8 four. I'm primarily going to look at Page 4, you -- but you
9 may need to look back at Page 3 to see what I'm talking
10 about.
11 On Page 3, there's the provision entitled, quote,
12 "termination without cause."
13 Do you see that?
14 A. Yes.
15 Q. If you turn to Page 4, underneath the termination
16 without cause provision, there are subparagraphs, and
17 subparagraph E addresses the issues of a release delivered
18 by the administrator.
19 Do you see that down in E?
20 A. No.
21 Q. In E, ma'am.
22 A. Oh, okay.
23 Q. And my question about this paragraph is real easy.
24 Does that paragraph say, in part, and I quote, quote,
25 "the administrator agrees to execute and deliver to the

1 county a release releasing the county of all further claims
2 the administrator may have against the county."

3 A. That is what it states.

4 Q. I read that correctly, right?

5 A. Yeah, but this is all under a termination. He was
6 never terminated.

7 Q. Are you responding to a question I asked?

8 A. I'm just reading this.

9 Q. So, I'd like to show you the next exhibit.

10 A. So, are we done with this?

11 Q. For now.

12 Ms. Wilson, have you ever seen this document?

13 I believe this is what was flipped over to us on
14 council for November 18th.

15 MR. RUSTIN: Oh, excuse me.

16 A. I'm sorry.

17 Q. Ms. Wilson, have you ever seen this document?

18 A. I believe this is what was flipped over to us on
19 council for November 18th.

20 Q. Did you ever vote one way or another in relation to
21 this document?

22 A. I either opposed or abstained. I had not seen the
23 document before that night, and there were a lot of
24 questions regarding it, and I couldn't -- I was just in
25 great dismay that we couldn't get answers to questions

1 before the vote.

2 Q. Again, my question is actually a lot simpler.

3 When this was presented to Anderson County Council on
4 November 18th of 2008, did you or did you not cast a vote
5 one way or the another?

6 A. Against.

7 Q. Can you turn to Paragraph 6 for me?

8 It's on Page 2 down at the bottom.

9 A. Okay.

10 Q. And my question, about Paragraph 6, is really quite
11 simple, and it is does Paragraph 6 state, and I quote, "in
12 consideration of the county's agreement to provide employee
13 with the severance payments described in this agreement,
14 employee, for himself, his heirs, his legal representatives
15 and his assigns, hereby covenants irrevocably never to make
16 any claim or demand or to commence, cause, or permit to be
17 instituted or prosecute any suit, charge, proceeding, or
18 action at law or in equity against the county," and I
19 believe that's a typo, "or any of its council members,
20 employees, managers, officers, board members, or any of its
21 affiliated parts, entities, or subsidiaries as well as
22 successors and assign of those entities or persons."

23 A. Even including the typo.

24 Q. In my defense, I didn't type this document.

25 A. Well, it was done in haste apparently.

1 Q. I show you what we'll mark as Exhibit 7,
2 Ms. Wilson.
3 Ms. Wilson, have you ever seen this document before?
4 A. I believe I have.
5 Q. The caption is State of South Carolina, County of
6 Anderson, Michael Cunningham, Anderson County Administrator,
7 plaintiff, versus Robert L. Waldrep, Junior and M. Cindy
8 Wilson in their individual capacities. It's dated
9 December 2nd.
10 And does it identify itself when it is dated?
11 A. It says December 2nd, 2008.
12 Q. I think that's probably December 29th.
13 A. Okay. Okay. December 29th. Okay. I see. I'm
14 sorry. The numbers were separated in there is a little
15 hyphen mark.
16 Q. And this is an order granting a temporary
17 injunction against you and Bob Waldrep.
18 A. It appears to.
19 Q. And the first question I have for you is if you go
20 down in the first paragraph to the second to last sentence,
21 does it reflect when the motion hearing was held in
22 connection with the order that is being granted on
23 December 29th of 2008?
24 A. I believe that's what it says.
25 Q. Okay. And what date does it, does it reflect?

1 A. September 24th, 2008.

2 Q. September 24th of 2008 is actually the day before
3 the date reflected on Exhibit 1, isn't that right?

4 If you would -- if you'd like, you can look at Exhibit
5 No. 1.

6 A. Okay.

7 Q. Is that a yes?

8 A. I see that.

9 Q. Okay. The first question I have about this order
10 is were Bob Waldrep's attorneys fees from this case paid by
11 Anderson County?

12 A. I think they were.

13 Q. Why?

14 A. I don't remember how it came about, but I think
15 they were.

16 Q. Well, let me ask it this way.

17 A. Bob Waldrep indicated that it was because his
18 actions were, in the view of county council, performed in
19 his official capacity.

20 A. Yes.

21 Q. Well, that's what I, I was going to ask.

22 Is that consistent with what you remember?

23 A. As far as I can recall. Remember lawsuits were
24 used as punishment in all sorts of bad things against me.
25 Had I known that I could of gone to this Insurance Reserve

1 Fund, I probably would have, but I was out dangling on my
2 own, and apparently Mr. Waldrep was able to access funds.

3 Q. Well, these lawsuits that were used as a weapon
4 against you, as this exhibit we're looking at is actually an
5 order enjoining you from further interference with Mr.
6 Preston's duties, is it not?

7 A. I'm not following you. I never interfered with
8 Mr. Preston, other than to ask questions from the podium or
9 send letters of questions, and if Mr. Cunningham filed this,
10 that was well after the buy-out.

11 Q. Ms. Wilson?

12 A. I don't understand.

13 Q. I will represent to you, just so we don't make the
14 record unclear, this was the lawsuit that Mr. Preston
15 originally filed for which Michael Cunningham was
16 substituted after Mr. Preston stepped down as county
17 administrator. There's actually an order of substitution in
18 this case reflecting that. So, it's the same lawsuit and
19 the allegation that are contained herein in relating to
20 Mr. Preston.

21 Okay?

22 A. I would have to read through them to tell you.

23 Q. Let's look at some.

24 Can you turn to Paragraph 27?

25 A. Twenty-seven?

1 Q. Yes, ma'am.

2 A. Okay.

3 Q. Does the Court find, in Paragraph 27, and I quote,
4 "the county administrator's duty to supervise his employee,
5 employees is being intentionally and purposely thwarted by
6 defendants"?

7 A. That's what it says.

8 Q. Are you one of those defendants?

9 A. That's what this claims, and, of course, the claims
10 were preposterous.

11 Q. Let's look at Paragraph 29.

12 Does Paragraph 29 reflect as follows, and I quote, "the
13 actions of the defendants have adversely interfered with the
14 job responsibilities of county employees. The actions of
15 defendants have interfered with the county administrator's
16 ability to do his job"?

17 A. Those were his claims, which we disputed.

18 Q. In which the Court found in his favor, correct?

19 A. Amazing.

20 Q. What do you mean by amazing?

21 Are you implying that Judge Nicholson was somehow
22 influenced with respect to this order?

23 A. I think so. That's what it seemed to me.

24 Q. How so?

25 A. Because I didn't interfere with the employees. In

1 fact, I was quite fearful of going anywhere in the
2 courthouse except running upstairs to the council office to
3 get my paperwork, and we since learned that employees filed
4 false statements against us.

5 Q. Ms. Wilson, do you understand the gravity of
6 accusing a judge of misconduct?

7 A. No, I don't and I don't understand the ruling that
8 was made that day, and I don't understand the grounds.

9 Q. Did you appeal it?

10 A. I can't even remember. There was so much going on
11 during that time. I think it was finally dropped.

12 Q. It's true, is it not, that you did not appeal it?

13 A. I didn't have the funds to do so, Mr. Davis.

14 Q. Was your homeowner's insurance not covering this?

15 A. They wouldn't cover appeals I would think. If I
16 had known they would I surely would have. But during that
17 time, when I got dropped from my homeowner's insurance, they
18 were tired of my being sued and they having to defend me. I
19 don't think you understand. County employees had been told
20 to never speak to me or give me information and I just never
21 bothered asking. My lawyers were addressed to the
22 administrator.

23 Q. Look at Paragraph 18.

24 Does Paragraph 18 reflect, in the last sentence, that
25 Court found, and I quote, "one employee has filed two

1 grievances with the county against Defendant Wilson
2 regarding Defendant Wilson's conduct"?

3 A. It says that.

4 But it doesn't say what, does it?

5 Q. Actually it does. It refers specifically to
6 Exhibit 7 in a supplemental affidavit submitted by the
7 assistant administrator of finance.

8 A. And she entered a false claim.

9 Q. So, are you accusing the assistant administrator of
10 finance of submitting a false claim?

11 A. How could she say I was demanding and rude when I
12 never said a word?

13 Review the tape of the December '07 visit to the
14 finance department. I didn't say anything.

15 Q. So, at this point the judge has committed
16 misconduct, and the assistant administrator of finance
17 division, she submitted a false affidavit?

18 A. If she claims that I was acting in a rude and
19 demanding manner, that's very false because I didn't.

20 Q. Let's look at Finding Number 20. Finding Number 20
21 reflects, and I quote, "Exhibit 10 indicates another
22 employee that felt Defendant Wilson, that's you, right,
23 threatened his continued employment with the county when he
24 disagreed with her about an issue relating to his volunteer
25 activities."

1 A. I don't even understand what that's about. I
2 didn't interfere with any employee on any volunteer
3 activity.

4 Q. If you look back at Paragraph 16.

5 Does Paragraph 16 reflect, and I quote, "on
6 December 5th of 2006, Defendant Wilson complained, at a
7 council meeting, about an employee hired by the
8 administrator and interfered with the county -- and
9 interfered -- and inferred the county administrator should
10 not have hired the female employee because she was
11 pregnant."

12 A. I do not recall that.

13 Q. There are minutes from the December 5th, 2006,
14 meeting, are there not?

15 A. I would assume there are minutes, but I don't
16 recall those.

17 Q. Are you denying having said, in an open meeting,
18 that the administrator should not have hired the female
19 employee because she was pregnant?

20 A. I don't recall this, Mr. Davis. If you would
21 provide me the minutes and refresh my memory, I might
22 understand what you're talking about.

23 Q. Okay. Let's keep going.

24 Does Paragraph 13 reflect, and I quote, "Defendant
25 Wilson stated, at a public meeting, she went into a county

1 employees office and requested information stating, internal
2 quote, "as a member of council, I am entitled to the
3 information."

4 I think that's when I requested to see the credit card
5 files. That was another instance. Not the December '07
6 instance that we were sued over. In both cases I issued
7 numerous, several letters requesting access to the material.

8 Q. I'll show you what we'll mark as Exhibit No. 8.

9 Can you please turn down to Page 4?

10 On Page 4 I'm going to be looking at Number Four.

11 Ms. Wilson, have you ever read Paragraph 4 before of
12 the Anderson County Code?

13 A. I believe so.

14 Q. As a county council member, is it your
15 understanding that Paragraph 4 is one of the provisions that
16 governs when you can or can't vote in relation to matters
17 before the county council?

18 A. It appears to be.

19 Q. Is it your understanding that if you have a
20 personal or financial interest that's greater than the
21 general public, you're not allowed to vote on a particular
22 item?

23 A. Yes.

24 Q. On the night that you voted on Joey Preston's
25 severance agreement, there had been existing threats of tort

1 claims against you and Mr. Waldrep personally, had there
2 not?

3 A. Yes.

4 Q. And that severance agreement actually contained a
5 release that related not only to the county, but also
6 embraced county council members, did it not?

7 A. According to what you have shown me, because,
8 remember, if I had this, if I -- if this had been provided
9 to me prior to our coming today, I would of been prepared
10 and my memory is not always the best.

11 Q. All right. Let's keep going.

12 Ms. Wilson, I'd like to show you what we're going to
13 mark as Exhibit No. 9, and, in particular, just so you don't
14 have to comb through its entirety, I'm interested in
15 Paragraph A-2.

16 Does Paragraph A-2 relate to disclosure of confidential
17 information?

18 A. I have never read this before.

19 Q. You have never read the conflict of interest
20 provisions in the Anderson County Code?

21 A. I have. But I've never seen it in this form. I've
22 read it somewhere else. Okay.

23 Q. Well, have you ever read that section here about
24 disclosure of confidential information before?

25 A. I don't know that I have.

1 Q. Let me ask you this question.

2 Were you aware that officials and employees are not
3 allowed to disclose confidential information concerning the
4 property, government, or affairs of the county and that
5 you're also not allowed to use such information to advance
6 financial or private interest of yourself?

7 Were you aware of that?

8 A. I would think that would be assumed. I think this
9 refers to blood or marriage relationships, close business,
10 or political association.

11 Q. No, ma'am, it doesn't.

12 Paragraph 2-288A-2 reflects to disclosure of
13 confidential information. We can read it into the record if
14 you'd like. Let's do that.

15 A. Okay.

16 Q. A-2 reads, and I quote, "disclosure of confidential
17 information, no official or employee shall, without proper
18 legal authorization, disclose confidential information
19 concerning the property, government, or affairs of the
20 county nor shall he use such information to advance the
21 financial or other private interest of himself or others."

22 Did I read that correctly?

23 A. You did.

24 Q. Do you recall, in July of this year, attending an
25 Anderson County Republican Party meeting wherein you stood

1 up and disclosed the terms of a confidential settlement
2 agreement within the context of this case?

3 A. No.

4 Q. Are you denying that?

5 A. I never disclosed terms and I don't think it was
6 July. I think it was August.

7 Q. Okay. August.

8 A. I'm not sure. There was a settlement proposal and
9 I felt threatened. I felt like I was being threatened in my
10 individual capacity again if I didn't vote for a settlement.
11 I heard from other council members that they felt threatened
12 too.

13 I went before the Republican Executive Committee that
14 we were being threatened that we didn't settle immediately,
15 and we didn't have our full legal counsel, and that was one
16 of the things I was requesting, that we slow down and wait
17 until Judge Wilkens was back in town and have all the
18 information so we could make an informed choice, and the
19 comment that I made that evening was did the voters of
20 Anderson County elect us to serve as their representatives
21 or to save our own hides. And if they had any concern about
22 a settlement being presented and our having to make a snap
23 decision, they should call their councilman.

24 Q. Now, the Republican Party actually keeps meeting
25 minutes, does it not?

1 A. I think they do.

2 Q. And in addition to standing up and talking about
3 whatever it is you said that night, you made a series of
4 phone calls too, didn't you?

5 A. What's wrong with that?

6 Q. And those phone calls you also disclosed the term
7 of that -- the terms of this settlement proposal, did you
8 not?

9 A. No.

10 Q. Do you deny doing that?

11 A. I may have indicated that the settlement was on the
12 table, and that they were being pressed to settle quickly,
13 and it involved funds from the former administrator, and
14 they were pushing us to make a settlement quickly and I
15 didn't understand why. There was a lot of pressure on us.

16 Q. And it's true, is it not, that you provided a copy
17 of that settlement agreement to Rick Freemantle?

18 A. Yes.

19 Q. And then Rick Freemantle read it on the radio?

20 A. I didn't know that. I don't think so.

21 Q. Yes, ma'am, you did.

22 A. You know, this, this is what is very concerning.

23 Q. Ms. Wilson, are you related to Charlie Wilson?

24 A. I have an Uncle Charles Wilson. He is deceased
25 now.

1 Q. I'm sorry.
2 A. And I have a cousin, Charles Felix Wilson, who is
3 deceased now, and I have cousin William Charles Wilson.
4 None of them ever referred to as Charlie.
5 Q. Do you have a cousin named, named Kyle?
6 A. Yes. No, no, I have an uncle named Kyle.
7 Q. Is your sister's name Nancy Wilson Bagwell?
8 A. No, that's my aunt.
9 Q. I'm gonna -- going to do this a different way this
10 time.
11 Who are Barry A and Lori E. Wilson?
12 A. Those are cousins.
13 Q. How about Kyle and Merlee Wilson?
14 A. Uncle and aunt.
15 Q. Ms. Wilson, were you aware that your relatives, on
16 average, received approximately \$7,500 more per acre in the
17 condemnations from the B.P. project?
18 A. No, but we were the last hold-outs among the last
19 hold-outs. There were several others.
20 Q. And throughout this period of time, you were
21 reviewing the GLR110, right?
22 A. Yes. No, wait a minute. It -- I didn't start
23 getting that until I think 2002/2003.
24 Q. And the dates of settlement with your relatives
25 were all in 2007 and 2008, were they not?

1 A. It may have been. It dragged on for a while.
2 Q. Now, the GLR110's will reflect all the prior checks
3 cut to the prior condemnees who settled with the county,
4 would it not?
5 A. Probably. If they entered them in a timely manner.
6 Q. And, in fact, those GLR110's were read on the radio
7 on December 17th of 2007?
8 A. They may have been.
9 Q. Did you give Rick Driver the GLR110?
10 A. I may have. I know I passed them around to
11 everybody. They are public records.
12 Are you inferring, sir, that I gained money from
13 fighting the sewer line?
14 Q. Ms. Wilson, let me explain something to you. This
15 is not a dialogue nor will it turn into one.
16 A. You have put words in my mouth a few times. So, I
17 thought it would be good to clear that.. I made no money in
18 that exercise.
19 Q. Is that sort of like the Ron Wilson not earning any
20 money on the Allison Schaum contract?
21 A. You will need to rephrase your question, sir, and I
22 am waiting. Please ask your question.
23 Q. I'm gonna move on, ma'am.
24 A. Is that a cocktail glass on the back of that?
25 Q. Those are my -- that's how I keep my notes to

1 myself. I don't write them out. I draw little pictures.

2 A. Maybe you should have a BFA, Bachelor of Fine Arts.

3 Q. Ms. Wilson, have you ever told law enforcement
4 agents that helicopters were following you?

5 A. I surely did. I'm not sure if I told law
6 enforcement agents, but that was certainly a routine
7 occurrence back in 2000/2001.

8 Q. That helicopters were following you?

9 A. Yeah, the Sheriff's Department helicopter. They
10 were witnesses.

11 Q. Who?

12 A. People at our farm, my aunt at our home. I'm
13 trying to remember some of the neighbors.

14 Q. And these helicopters, where would they follow you?

15 A. In Fall of 2000, running in the general election, I
16 was out putting out campaign signs where I had been given
17 permission, and I saw the sheriff's helicopter along I-85.
18 I was over in the Welcome Road area. I ran out of signs. I
19 went home into the garage and here comes the helicopter and
20 hovers over me, and then, later, I don't remember dates,
21 people were out at the farm riding and they were buzzed by
22 the sheriff's helicopter, which is an exceedingly dangerous
23 thing.

24 Then one evening, in the wee hours, I guess around 1:00
25 in the morning, the helicopter hovered over my home with

1 strobe lights going. I understood from the neighbors they
2 wanted to know what was going on. The helicopter awakened
3 them and there may of been another time or two.

4 Q. What does the helicopter look like?

5 A. It was dark, had sheriff -- I think Anderson County
6 sheriff or Sheriff's Department on it. But they were other
7 people that saw it.

8 Q. And the sheriff at the time was who?

9 A. Gene Taylor.

10 Q. And why would Gene Taylor send this helicopter out
11 to follow you around, Ms. Wilson?

12 A. I have no idea.

13 why would he file a complaint against me at the Ethics
14 Commission too?

15 Q. Do you know a woman or know a woman named Gina
16 Davies?

17 A. Yes.

18 Q. Did you ever accuse Mr. Preston of having killed
19 Gina Davies?

20 A. No, I did accuse him or harassing and threatening
21 her and her husband.

22 Q. And what did you base that accusation on, ma'am?

23 A. Her husband brought emails to me. Now, you have to
24 remember they owned the property next to my home, and Gina
25 was in class with the former administrator at Clemson. She

1 was concerned about awful things that he was saying about me
2 in class to the professor and other students, and she had
3 access to, I think, city and county financial records in
4 some type of class exercise, and she believed that she
5 found, I'm not sure how to term it, but she found
6 questionable use of public money and things that didn't add
7 up.

8 Once she posted the information in class, she said her
9 husband began getting phone calls from Preston claiming that
10 he was being harassed and stalked by her.

11 Q. Now, did you ever talk to her actual husband?

12 A. Yes.

13 Q. And what did her husband tell you?

14 A. He came out to the house and brought the emails.
15 He said he didn't understand what was going on because the
16 emails that he found had nothing to do with any type of
17 harassment or talking, and he showed them to me and they
18 appeared to be student-to-student job search type things,
19 and I don't think they were what, maybe five or six.

20 Q. Did you know that Gina Davies, ma'am, was a
21 diagnosed paranoid schizophrenic?

22 A. No, I didn't.

23 Q. It's true, isn't it, that you told third parties
24 that Mr. Preston had her killed?

25 A. No.

1 Q. You deny that?

2 A. I do deny that. I said he definitely harassed her
3 and scared her to death.

4 Q. Were you further aware that Ms. Davies later
5 committed suicide?

6 A. That was prominently brought up to me numerous
7 times.

8 Q. I show you what we will mark as Exhibit 10.

9 Is this the interview that you were referring to before
10 with Special Agents Donahue and Kinley?

11 A. It may be. I don't think I'd ever seen this before
12 that. I can't remember. But I assume there is writing in
13 here that Poliakoff responded by stating to agents that he
14 had been the attorney of record in a nuisance.

15 I don't think he would of stated that, do you?

16 Do you think he would of claimed a suit as a nuisance?

17 Q. A nuisance lawsuit can actually be a technical
18 legal term as opposed to a trite lawsuit. It could actually
19 refer to something that would be a legal nuisance, but I
20 don't know that. That's not really what I was going to ask
21 you questions about.

22 This is the Teresa Morgan that is reflected in here,
23 the Teresa Morgan that we're talking about earlier?

24 A. It would be.

25 Q. We turn to -- the page to paragraph -- to the same

1 page and then down to the paragraph -- to the second
2 paragraph is what I'm going to ask you questions about, and,
3 if you can, just take a moment and read that paragraph and
4 I'll ask questions about it. It's the one that starts
5 Morgan continued quote.

6 A. I think these make a few stretches as to what was
7 said. He put a few twists on things here.

8 Q. All right. Let me have a chance to ask questions
9 and then we can talk about them.

10 The first thing I want to know, there is a sentence
11 that says, and I quote, "Wilson then demanded that they
12 would like to know who paid the repair bills for a car."

13 A. I don't recall that.

14 Q. You don't recall demanding to know who the repair
15 bills were from?

16 A. No, I don't. Whatever materials I had gave to them
17 because they concerned me. It didn't look right.

18 Q. Do you recall Teresa telling the agents that, and I
19 quote, "she always goes by his house and keeps it parked
20 behind his house in a building"?

21 A. I don't recall that. But she did work at the
22 hospital. So, maybe she did go by there. That's on a main
23 highway you know.

24 Q. And then it goes on to say: Morgan went on to
25 state that she was also aware that Preston's residence was

1 mortgaged to the hilt."

2 A. I don't remember that.

3 Q. Do you recall her referencing kittens that were
4 chopped up?

5 A. I don't remember her saying it in that way. But I
6 do remember her talking about some cats that had been killed
7 and left on her patio.

8 Q. And I guess what I'm trying to understand is was
9 the inference that Joey Preston had something to do with
10 killing cats?

11 A. No, the inference, from what I understand, is that
12 she had a lot of threatening phone calls, a lot of awful
13 things happening cause she was the most visible opponent to
14 the landfill sale.

15 Q. Well, I'm just confused, because when you read the
16 paragraph, you're, you're talking about Preston, and then it
17 seems like she is seg-way into surgically chopped up cats,
18 and I don't understand whether she was saying that
19 Mr. Preston was chopping up little kittens or not.

20 A. No, look who wrote this. You know it wasn't her.

21 Q. I see that a Special Agent with SLED---

22 A. It seems like this guy got into some sensational
23 descriptions that were far more than what I remember stated.

24 Q. Do you recall her talking about another incident
25 where there was a rag placed inside her car breaks?

1 A. Yes.

2 Q. Was she intimating that Mr. Preston did that?

3 A. No, no, she was indicating, during that time, that
4 they were horrible things happening to her. She was being
5 targeted. She had threatening phone calls. She worked at
6 the hospital as a nurse. And after this incident, I
7 remember she had to park in a lighted area where the parking
8 lot attendant could watch her vehicle.

9 Q. And do you recall her talking about someone
10 draining her hot tub and going into her travel trailer and
11 opening her cabinets and receiving harassing phone calls?

12 A. I remember some comments along those lines, but I
13 don't remember specifics.

14 Q. And when you were hearing all this, you thought
15 those allegations were all credible allegations?

16 A. They are credible allegations of what happened to
17 her. I don't think she ever pinpointed who was responsible.
18 It all seemed to relate to the landfill opposition.

19 Q. And then Teresa seems to indicate that Sheriff
20 Taylor had his helicopter follow her too.

21 Do you remember that?

22 A. I remember her saying that she was being followed
23 also. I think, from what I remember of what she said, was
24 that the helicopter would hover over her house. They're a
25 lot of people -- I shouldn't say a lot. There were several

1 people I heard that was going on at the time.

2 Q. And then the next sentence says, and I quote, "they
3 also both stated they had no doubt that Joey Preston had
4 received compensation from Allied for the sale of the
5 landfill."

6 Do you see that?

7 A. I see that, but I don't agree with it. Remember
8 these are not recordings that are made of us, Mr. Davis, and
9 Mr. Donahue and Mr. Kinley never got back with me. I asked
10 them to find out if the car had been acquired through
11 legitimate means, and if it was, they were simply to let me
12 know and I would let my constituents know. If it wasn't
13 that that was their preference -- and if it wasn't that was
14 their professional domain, it seemed to me he is certainly
15 embellished and created stuff here.

16 Q. So, this special agent for SLED embellished his
17 report?

18 A. I think so.

19 Q. The judge committed---

20 THE COURT: Let's stop.

21 Q. ---misconduct, the finance person submitted---

22 THE COURT: Excuse me. Excuse me.

23 We're gonna stop right there for the day. We'll
24 adjourn. We'll resume again at nine o'clock on Monday
25 morning. Hope everyone has a good weekend. We'll let you

1 pick it up at that time.

2 MR. DAVIS: Thank you, Your Honor.

3 THE COURT: Court's in recess until nine o'clock in the
4 morning.

5

6 (WHEREUPON, Court was in recess for the weekend.)

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1445

Monday, November 5th, 2012

THE COURT: All right. We were in the process of playing the deposition, I believe, of Ms. Wilson.

Do we need to continue?

Are we ready to continue in that?

MR. DAVIS: Actually, Your Honor, we're -- if it suits the Court, we're gonna do a couple things. One, we're gonna forego the balance of the publication of that and just enter it into the record for the Court to read the balance of that deposition.

THE COURT: All right. That, that will be fine.

Unless there's an objection from the defense?

MR. TESSIER: No, sir.

THE COURT: From the plaintiff. Excuse me.

MR. DAVIS: And, on that front, the only thing that I would drop a footnote on is that there are some objections to that deposition, and the earlier deposition, depositions, which the plaintiff has interposed, which we, I believe, have an agreement that I'll have a, an opportunity to supplement our responses or provide responses, provide responses to those objections so the record will be clean on that front.

THE COURT: Any objection to that?

MR. TESSIER: No, Your Honor, and we do have a new

1 version of the objections based on what was read Friday.

2 THE COURT: You want to pass that up please?

3 MR. TESSIER: That way Mr. Davis can work from probably
4 the right document.

5 MR. DAVIS: And another housekeeping matter, Your
6 Honor, there were also some deposition exhibits that were
7 part of the Eddie Moore deposition designation, Tom Allen
8 deposition designation, and also the Cindy Wilson deposition
9 designation that, during the breaks, we've agreed that I'll
10 have a chance to clean-up for purposes of the record in
11 reconciling with respect to the exhibit numbers.

12 But with those housekeeping issues aside, I think the
13 deposition designations would be complete and I'm content
14 with the Court to read the balance of Cindy Wilson's---

15 THE COURT: All right.

16 MR. DAVIS: ---deposition in your time, and we'll just
17 allow to proceed on that, that basis.

18 THE COURT: That, that would be fine with the Court.
19 All right.

20 MR. DAVIS: There is one issue of some confidential
21 import that I need to briefly bring to your attention before
22 we call our first witness this morning.

23 THE COURT: You want to step out, and counsel, and
24 discuss something?

25 MR. DAVIS: If you don't mind. It will only take a

1 minute.

2 THE COURT: That's all right. I'll meet you in the
3 jury room.

4 Thank you.

5 (WHEREUPON, a short recess was taken at this time.)

6 THE COURT: Are you ready to call your first witness
7 this morning?

8 MR. DAVIS: Yes, Your Honor.

9 The defense calls Allison Schaum to the stand.
10 She'll be in in a moment, shortly I understand.

11 THE COURT: Ma'am, if you'll come forward please to the
12 center here to be sworn please.

13 ALLISON SCHAUM, being first duly sworn
14 testified as follows:

15 THE CLERK: If you would, take the witness stand and
16 state your name and spell your last name for the reporter
17 please.

18 THE WITNESS: Allison Jill Schaum. S-C-H-A-U-M.

19 THE COURT: Thank you, ma'am.

20 Mr. Davis, your witness.

21 MR. DAVIS: Your Honor, may I approach?

22 THE COURT: You may.

23 Thank you, sir.

24 MR. DAVIS: Your Honor, may I approach the witness?

25 THE COURT: You may.

Allison Schaum - Direct examination
by Mr. Davis

1 DIRECT EXAMINATION

2 BY MR. DAVIS:

3 Q Good morning, Ms. Schaum. My name is Lane Davis, and I
4 represent Mr. Preston in this action.

5 Can you, first off, start off by just telling us a
6 little bit about yourself.

7 Where, where do you live?

8 A Woodruff, South Carolina.

9 Q And are you married?

10 A Yes.

11 Q Do you have any children?

12 A Yes.

13 Q How many children do you have?

14 A Four.

15 Q And what are their names?

16 A Madelyne Schaum, Charles Schaum, Jackson Schaum, and
17 Aiden Schaum.

18 Q Ms. Schaum, did you go to college?

19 A Yes.

20 Q Where did you go to college?

21 A My freshman year I was at Baylor University, and then I
22 transferred my sophomore year to Bob Jones University.

23 Q Did you graduate from Bob Jones University?

24 A Yes, sir.

25 Q And what degree did you earn?

Allison Schaum - Direct examination
by Mr. Davis

1 A Bachelor of Arts, prelaw.

2 Q Ms. Schaum, what are your parents names?

3 A Ron and Cassie Wilson.

4 Q I would like to turn your attention to the issues in
5 dispute in this case, and, first off, I'd like to turn your
6 attention to Palmetto Agricultural Consultants, and, if you
7 don't mind, I'm just gonna call that P.A.C. so that I don't
8 have to keep saying that.

9 What is P.A.C.?

10 A It's a consulting company that specializes in
11 agricultural related issues. Specifically sustainable
12 agriculture.

13 Q And do you own P.A.C.?

14 A I do.

15 Q Are you the sole owner?

16 A Yes.

17 Q Did you start P.A.C.?

18 A Yes.

19 Q Were you responsible for its incorporation?

20 A Yes.

21 Q What role, if any, did your mother play in organizing
22 P.A.C.?

23 A None.

24 Q What role, if any, did your father play in organizing
25 P.A.C.?

Allison Schaum - Direct examination
by Mr. Davis

1 A None.

2 Q What ownership interest did your mother have in P.A.C.?

3 A None.

4 Q What ownership interest did your father have in P.A.C.?

5 A None.

6 Q Has your mother ever gained a financial interest or
7 benefit, in anyway, from P.A.C.?

8 A No.

9 Q Has your father ever gained a financial benefit, in
10 anyway, from P.A.C.?

11 A No.

12 Q Before you organized P.A.C., did you have any
13 conversations with your mother?

14 A No.

15 Q Before you organized P.A.C., did you have any
16 conversations with your father?

17 A No.

18 Q If you don't mind, if you'll turn in that binder to
19 the, the tab that says Plaintiff's 76. It should have a
20 Paragraph Sign for 76 or something like that.

21 Ms. Schaum, do you recognize Plaintiff's Exhibit 76?

22 A Yes.

23 Q What is Plaintiff's Exhibit 76?

24 A It's the initial contract with Palmetto Agricultural
25 consultants and Anderson County.

Allison Schaum - Direct examination
by Mr. Davis

- 1 Q Now, at what point did you first contact Anderson
2 County with respect to the prospect of P.A.C. providing
3 services for Anderson County?
4 A I can't remember the exact date.
5 Q Ms. Schaum, if you'd look at Plaintiff's Exhibit No.
6 76.
7 Does it have a date?
8 A Yes.
9 Q And what is that date?
10 A September 4th, 2007.
11 Q Is it fair to assume that you first contacted Anderson
12 County before that date?
13 A Absolutely.
14 Q How many months prior to the execution of this first
15 P.A.C. contract did you contact Anderson County?
16 A I don't remember precisely. But if I had to estimate,
17 June, July, something---
18 Q And that would be---
19 A ---along those lines.
20 Q ---2007?
21 A Yes.
22 Q What did your first contact to Anderson County entail?
23 A A phone call to set up a meeting with Mr. Preston.
24 Q Did that meeting ever occur?
25 A Yes.

Allison Schaum - Direct examination
by Mr. Davis

1 Q Where did it occur?

2 A In the administrative offices off of Main Street.

3 Q And who was there?

4 A Mr. Preston and myself.

5 Q What did you discuss?

6 A I was proposing to him what P.A.C. could do for
7 Anderson County in terms of growth in the agriculture
8 sector, economically, and what it could mean for the future
9 for agriculture in Anderson County.

10 Q Was this the first meeting you had with Mr. Preston?

11 A Yes.

12 Q During that meeting, did you identify yourself as the
13 daughter of Ron Wilson?

14 A No.

15 Q How long did the meeting last?

16 A Maybe an hour or less.

17 Q Were you and Mr. Preston the only ones at the meeting?

18 A Yes.

19 Q After that initial meeting, Ms. Schaum, what happened
20 next?

21 A Mr. Preston asked me to put together a -- I'm sorry.
22 My mind's escaping me.

23 Q That's okay.

24 A Told me to put together a -- basically a presentation
25 for a group of people, did not who, but to propose this to

Allison Schaum - Direct examination
by Mr. Davis

1 this group of folks and to be ready, you know, to answer any
2 questions and what all we could be doing for Anderson County
3 to be prepared for that.

4 MR. DAVIS: Your Honor, may I approach?

5 THE COURT: You may.

6 Q Now, we were discussing a presentation that was the
7 next step.

8 who prepared that presentation?

9 A I did.

10 Q And what kind of presentation was it?

11 A The presentation in -- laid out all of the plans that
12 or the proposal that I was making to the county as far as
13 agricultural growth. It was a proposing to increase the
14 number of C.S.A.'s in the county, to foster better
15 relationships between restaurants and farmers, to pioneer,
16 so to speak, a farm-to-school program in Anderson County,
17 and also to increase the relationships between farmers and
18 institutions.

19 Q Was the presentation in some sort of format that you
20 could share with the attendees of this presentation?

21 A Yes, it was, it was a Powerpoint. So, it wasn't a
22 paper presentation. They were following along.

23 Q At some point did that presentation occur?

24 A Yes.

25 Q Where did it occur?

Allison Schaum - Direct examination
by Mr. Davis

1 A At Sullivan's.

2 Q Sullivan's, for Judge Couch's benefit, is what?

3 A It's a restaurant off of Main Street.

4 Q In Anderson?

5 A Yes, I'm sorry. Anderson.

6 Q Who attended that presentation?

7 A There were a number of people that attended. At the
8 time I didn't know really who any of them were, but there
9 was a sheet of attendees.

10 I know that The Farmer's Market manager was in
11 attendance. The school administrator for Anderson County
12 was in attendance. I believe there was some Farm Bureau
13 folks there. There were farmers there from Anderson County.

14 Q Was there anybody that, there from the Department of
15 Agriculture?

16 A Yes, there was.

17 Q How long did your presentation last?

18 A Probably between 15 and 30 minutes.

19 Q What was the reaction to your presentation?

20 A All of the feedback and questions seemed positive and
21 seemed like everybody was excited about it.

22 Q What, if anything, did your father know about your
23 providing that presentation at Sullivan's?

24 A Nothing.

25 Q What, if anything, did your father know about the

Allison Schaum - Direct examination
by Mr. Davis

1 presentation you put together?

2 A Nothing.

3 Q What, if anything, did your father know about your
4 communications with Mr. Preston in relation to this
5 proposal?

6 A Nothing.

7 Q In this snapshot in time, this Summer of 2007 snapshot
8 in time, do you know whether there were any other counties
9 in South Carolina pursuing similar programs?

10 A Not that I knew of, no.

11 Q Were there other counties in other states pursuing such
12 programs?

13 A I'm sorry. Repeat the question.

14 Q Were there counties in other states pursuing such
15 programs?

16 A Yes.

17 Q But as to South Carolina, South Carolina, was this a
18 novel idea?

19 A Definitely.

20 Q Now, if you'd turn your attention back to Plaintiff's
21 Exhibit 76.

22 Who drafted this contract?

23 A I did.

24 Q Who helped you?

25 A Nobody.

Allison Schaum - Direct examination
by Mr. Davis

1 Q Did your mother know that you were drafting this
2 original P.A.C. contract?

3 A No.

4 Q Did your father know you were drafting this original
5 P.A.C. contract?

6 A No.

7 Q If you'd turn to the second page of Plaintiff's Exhibit
8 76.

9 Is that your signature on Page 2?

10 A Yes.

11 Q And if you'll turn one more page?

12 I'd like to ask you some questions about Appendix 1 to
13 the original P.A.C. contract.

14 Does Page 3 of the original P.A.C. contract, which is
15 Bates stamped on the bottom PLF-01406, does it contain a
16 date of termination?

17 A No.

18 Q Does it reflect a subparagraph that states date of
19 termination?

20 A It says month-to-month.

21 Q Does the original contract contain a term of
22 month-to-month?

23 A Yes.

24 Q And below that subparagraph, is there a section
25 entitled the services?

Allison Schaum - Direct examination
by Mr. Davis

1 A Yes.

2 Q I'd like to ask you a few questions about the services
3 contemplated by the original P.A.C. contract.

4 The first subparagraph references a farm-to-school
5 program in Anderson County.

6 Can you explain to Judge Couch what the farm-to-school
7 program was?

8 A The farm-to-school program was a novel idea in South
9 Carolina. Not necessarily in other states. But it is a
10 program in which farmers would sell their produce to the
11 schools. So, the idea is that your county dollars are
12 staying within the county. So, you're supporting local
13 farms. It's not going outside of the county, out of the
14 state, out of the country.

15 It's not just produce sales. It was also a way for
16 farmers to reconnect with their consumers. We partnered
17 with a nonprofit that was able to provide marketing tools
18 for the farmers. So when the schools were purchasing
19 whatever produce it may be, there would be a poster hanging
20 up in the cafeteria with the farmers pictures on it, with
21 details of the farm, and it was just a really nice way to
22 reconnect the farmers within the community.

23 Q Was part of the program to place locally grown products
24 on lunch trays?

25 A Yes.

Allison Schaum - Direct examination
by Mr. Davis

1 Q Was part of the program to create a market for local
2 farmers?

3 A Yes.

4 Q Was there also an educational program, component to
5 this?

6 A Yes.

7 Q How did the educational component work?

8 A A lot of the schools then started to incorporate school
9 gardens into their curriculum. And as a result of certain
10 school gardens, more grants became available for the
11 schools, and it was a way for kids to get excited about
12 eating things that otherwise they may not want to. Say
13 broccoli or kale or things like that.

14 Q The farmers that intended to be supported by the farm
15 to school program, were they located in Anderson County?

16 A Yes.

17 Q Were Anderson County farmers the focus of the program?

18 A Yes.

19 Q The second bullet point is one that's called Grow the
20 Farm-to-Institution Programs in Anderson County.

21 Can you explain for Judge Couch what that entailed?

22 A Farm-to-institution is when farmers are reconnecting
23 with -- let's say we implemented the purchase of produce
24 from farmers with the Anderson County Detention Center.
25 From there we also worked with Patrick B. Harris. So that

Allison Schaum - Direct examination
by Mr. Davis

1 was another institute that was excited about purchasing from
2 local farms. Actually a farm right down the road from the
3 facility.

4 We then moved on to farm-to-business, and that was
5 basically an unheard of concept. And, so, we were at a
6 point where the farmers were then going to two businesses
7 and at the end and selling their products to the employees
8 on their lunch breaks.

9 Q The second bullet point, or subparagraph I should say,
10 says creation of Anderson County Food Cooperative.

11 Tell me -- tell Judge Couch a little bit about that.

12 A Well, in order for this program to be sustainable
13 beyond myself or P.A.C., there needed to be an involved
14 group of key players to take over basically the work. So,
15 looking at forming that was a high priority in order to make
16 all of these programs sustainable.

17 Q The next point was to grow the number of community
18 supported agriculture systems in Anderson County, and I know
19 this sounds tedious, but I do think it's important that
20 Judge Couch understand what sort of things you're working
21 on.

22 What does that fourth paragraph mean?

23 A Community supported agriculture, or C.S.A.'s it's
24 called, is where a farmer or farmers would collectively pool
25 their, their niche products and, and you would have folks

Allison Schaum - Direct examination
by Mr. Davis

1 that would subscribe, so to speak, to a share of a C.S.A.
2 so they would pick this bag of products up every week from
3 whatever farm may be participating or farms.

4 Q And, finally, this last paragraph states that
5 coordinate and increase in farm sales to local restaurants.

6 How, how was that intended to work?

7 A In the beginning, before the South Carolina Department
8 of Agriculture created the, my mind just went black, the
9 program that they have where farmers sell to the
10 restaurants, we collectively got a lot of farmers
11 interested, specifically restaurants here on Main Street
12 that are individually owned restaurants, and, so, just
13 growing the number of produce that they're getting from
14 those farmers.

15 It's local. It's fresh. It tastes better than say
16 things that they would get from Cisco.

17 Q was the concept to create a commercial outlet for
18 farmers in local restaurants?

19 A Yes.

20 Q And was the concept to enable local restaurants to gain
21 access to locally grown produce?

22 A Yes.

23 Q There is a paragraph here entitled fees payable.

24 Do you see that?

25 A Yes.

Allison Schaum - Direct examination
by Mr. Davis

1 Q What was the hourly rate contemplated under the
2 original P.A.C. contract?

3 A Sixty-five.

4 Q Now, Ms. Schaum, was that the original amount that you
5 cited to the group when you pitched your proposal at
6 Sullivan's?

7 A The hourly rate was not discussed at Sullivan's.

8 Q When you previously pitched it, had you pitched a
9 different hourly rate?

10 A Yes.

11 Q What was the prior different hourly rate that you
12 pitched?

13 A It was, I believe, 20.

14 Q Twenty dollars per hour?

15 A Uh-huh. (Affirmative).

16 Q Can you explain to Judge Couch why the amount changed
17 from 20 to \$65 an hour?

18 A Initially when I was in contact with Mr. Preston, I was
19 under the assumption that I would be considered, I guess, a
20 county employee for lack of a better word. But basically to
21 have the full backing of the county, whether it's
22 administrative, you know, personnel, any extra hands that I
23 might need. So -- and then also insurance benefits and
24 whatnot.

25 Upon finding out that that was not the case, I knew

Allison Schaum - Direct examination
by Mr. Davis

1 that I was a one man army so to speak. So, I knew that \$20
2 an hour wasn't gonna be feasible.

3 Q At some point after your initial pitch, did you realize
4 you would not become an Anderson County employee per se?

5 A I'm sorry. Say that again.

6 Q At some point after you gave the original pitch, did
7 you realize you would not become an Anderson County employee
8 per se?

9 A Yes.

10 Q But instead did you realize you would be more of an
11 independent contractor?

12 A Yes.

13 Q And once you realized that you wouldn't be an employee,
14 did you recalculate what the hourly rate would be in light
15 of the fact that you'd be an independent contractor versus
16 an employee?

17 A Yes.

18 Q If you'd turn the page and go one more page and then
19 specifically it would be Plaintiff's 76, last page, and it
20 would be Bates number PLF-01407.

21 Does this last page contemplate a minimum amount of
22 budgeted hours that you would work to -- you would work
23 underneath this contract at the county?

24 A Are you asking does it ask for a minimum?

25 Q Well, what I'm asking you is about the section entitled

Allison Schaum - Direct examination
by Mr. Davis

1 normal working week, and what I, what I was curious to know
2 is was it your understanding that you agreed to work the
3 hours required to meet the defined deliverables?

4 A Yes.

5 Q And the defined deliverables was what we discussed up
6 above under the services, correct?

7 A Yes.

8 Q If you'll turn and look at Defendant's Exhibit 67 for
9 me?

10 It should be the next one in your binder, and I'll just
11 note for you that there's multiple months here underneath
12 this.

13 But what, what is Defense Exhibit 67?

14 A It looks like a monthly report that I would of
15 submitted to Mr. Preston for the work for October 2007.

16 Q And then, as you flipped forward, are there other
17 months beneath?

18 A Yes.

19 Q Are those the reports that you created underneath your
20 original P.A.C. contract?

21 A Yes.

22 Q And if you flip all the way to the very end, do those
23 reports extend from November 1st of 2007 all the way
24 through January 30th of 2009?

25 A Yes.

Allison Schaum - Direct examination
by Mr. Davis

1 Q What was the purpose of these reports?

2 A The purpose of these reports was to keep Mr. Preston
3 informed on the progress that I was making, the groundwork
4 that I laid initially, and building upon that.

5 Q Now, one of the questions I had for you about the
6 original P.A.C. contract that we've just looked at in
7 relation to the month-to-month term, what was your
8 understanding about why the original P.A.C. contract had a
9 month-to-month term?

10 A My understanding was this was a -- just seeing how, you
11 know, trying this, seeing how it worked because this hadn't
12 been done anywhere else in South Carolina, to see if it was
13 gonna benefit all of the farmers, the restaurants, all of
14 the businesses, and revisit it about a year later and see
15 where we were from there and possibly go further.

16 Q Would it, would it be fair to characterize the program
17 as a trial program or a pilot program?

18 A Yes.

19 Q If the program didn't work, was it your expectation
20 that it would just be terminated under the month-to-month
21 term?

22 A Repeat that please.

23 Q If the program didn't work, was it your expectation
24 that it would just be terminated under the month-to-month
25 term?

Allison Schaum - Direct examination
by Mr. Davis

1 A Right.

2 Q Ms. Schaum, what I'd like you to do is can you tell
3 Judge Couch what progress you made during that first year?

4 A During the first year there were several meetings held
5 with the school food service directors, with the school
6 administrator, with Carolina Produce, who was the contracted
7 produce vender, and with farmers later, later on once a lot
8 of groundwork had been laid.

9 we had to know what our budget was with the schools,
10 what they were able to buy from schools -- I mean from
11 farmers, what they were willing to buy from farmers because
12 there was a lot of things to be dealt with as far as what
13 the schools were able to process on their own. If something
14 was a -- you know, something as simple as a tomato or a
15 strawberry is great, but broccoli, there was a lot more
16 processing involved with that.

17 So, sifting through all of those miniscule details, and
18 working with the nonprofit in North Carolina that was gonna
19 be helping market these farmers because marketing a farmer
20 is not something farmers do really well cause they're busy
21 raising their product.

22 So, getting all of the, the groundwork laid. We were
23 at a point where we were going to be purchasing from local
24 farms the following year. So, in -- the 2008 school year.
25 And also working with The Farmer's Market manager and seeing

Allison Schaum - Direct examination
by Mr. Davis

1 what avenues we could pursue, which restaurants might be
2 willing to purchase from local farmers. So, we were -- even
3 though a year seems like a long time, it's a lot of
4 groundwork to be laid to get to a point where things are up
5 and running. But a lot of success had been had.

6 Q Did there come a time where any of the school districts
7 actually applied for grants with respect to the
8 farm-to-school program?

9 A Yes, the first year we wrote a grant. It was a small
10 one, but we were in the initial stages and didn't have a
11 whole lot to show for everything because, you know, the
12 marketing wasn't up and running, the purchases hadn't been
13 made because contracts were still locked in for that year.
14 So, we, we wrote a Congressional Hunger Center Victory
15 Against Hunger Grant, and were successful in that just
16 because of the, the steps that we had made to have a
17 farm-to-school program the following year.

18 Q And was there ever a point in time when District 5 was
19 able to---

20 A Districts 2, 3, and 5 all wrote grants. That would of
21 been the second, the second year.

22 Q And this was the second year?

23 A Yes.

24 Q And what was -- what were the total amount of grants
25 that they were able to obtain?

Allison Schaum - Direct examination
by Mr. Davis

1 Do you recall?

2 A That first -- the first go around, the grant size was
3 right around 80,000.

4 Q When you first executed the original P.A.C. contract,
5 do you recall whether Mr. Preston slated a topline budget
6 for you?

7 A Yes.

8 Q What was that budget?

9 A He, he mentioned 40,000.

10 Q How about conferences, were you able to help coordinate
11 new conferences in Anderson County with respect to
12 sustainable agriculture?

13 A Yes, we, we had a conference. I believe it was in
14 January of 2008, and that was to introduce this concept to
15 the local farmers. I believe a number of local politicians
16 were probably invited as well to get their input and get
17 them excited about it. That was the first conference that
18 was held.

19 Q How many conferences were there total?

20 A I believe -- it might of been three. Two or three.
21 The third one was the large one.

22 Q And how would you describe the success of these
23 conferences?

24 A well, success, I guess that determines upon what your
25 definition of it. If it was economic success, the third one

Allison Schaum - Direct examination
by Mr. Davis

1 would of been the most successful. If you were looking at
2 success in terms of education, then they all three would of
3 been successful.

4 Q Now, on Exhibit, Defense Exhibit 67, I would like you
5 to turn for me to the page that has the number on the bottom
6 right-hand corner that says PLF-02982.

7 THE COURT: Which exhibit are you on?

8 I'm sorry. I missed that.

9 MR. DAVIS: I am on Defense Exhibit 67, Your Honor.

10 THE COURT: Thank you.

11 And that page was---

12 MR. DAVIS: Bates number---

13 THE COURT: ---if you will?

14 MR. DAVIS: ---02982.

15 THE COURT: Thank you.

16 Q Specifically, Ms. Schaum, I'd like to turn your
17 attention to the entry for the week of October 27th of
18 2008 on the bottom of 2982 and it spills over on 2983.

19 A Okay.

20 Q In the carry over paragraph on 2983, it references
21 picking up walkietalkies for communication throughout the
22 conference, table set-up, pick-up of linens, set up vender
23 tables and center pieces and my question is real simple.

24 what conference are we talking about?

25 A We're talking about the Carolina Farm Stewardship

Allison Schaum - Direct examination
by Mr. Davis

1 Association conference.

2 Q Was that the third conference, the third conference
3 that you referenced earlier?

4 A Yes, sir.

5 Q Was that the conference that was the most economically
6 successful?

7 A Yes.

8 Q Do you recall how many attendees came?

9 A I believe it was 500, something in that range.

10 Q Was this in Anderson County?

11 A Yes.

12 Q Did you help organize this?

13 A I did.

14 Q Did you help bring it to Anderson County?

15 A I helped bring it to Anderson County?

16 Q Did you help promote the conference in Anderson County?

17 A Yes.

18 Q I'd like you to turn to Plaintiff's Exhibit 76-A, which
19 should be the next tab.

20 Ms. Schaum, is this an email from you to Joey Preston
21 dated October 27th of 2008?

22 A Yes.

23 Q Does this email attach an amended P.A.C. service
24 agreement?

25 A Yes.

Allison Schaum - Direct examination
by Mr. Davis

1 Q In October 27th of 2008, had little over a year
2 elapsed since you executed the first P.A.C. contract?

3 A Yes.

4 Q Had the programs that P.A.C. began to institute started
5 to take root?

6 A Yes.

7 Q At this point in time did you approach Mr. Preston
8 about amending or revisiting the original P.A.C. contract?

9 A Yes.

10 Q In October 27th of 2008, was the third conference,
11 that was an economic success in which 500 people attended,
12 was that -- did that occur during that week?

13 A Yes.

14 Q Who initiated the concept of potentially benchmarking
15 your work under the original P.A.C. contract in the October
16 of 2008 timeframe?

17 A I probably contacted Mr. Preston prior to this because
18 obviously my contract is attached to this email.

19 Q And why did you contact him?

20 A Because a year had passed and all of the programs, as
21 you said, were taking root, looking to be successful in the
22 future, and to ensure that success I was looking to have my
23 contract renewed.

24 Q In this timeframe, was it your view that the trial
25 period should come to an end?

Allison Schaum - Direct examination
by Mr. Davis

1 A Yes.

2 Q And was it your view that the county should provide
3 P.A.C. a more solidified contract?

4 A Yes.

5 Q Can you turn, Ms. Schaum, to Plaintiff's Exhibit 77?

6 A (Witness complies.)

7 Q Is this the contract that P.A.C. executed with Anderson
8 County in November of 2008?

9 A Yes.

10 Q The first question I'd like to ask you, Ms. Schaum, is
11 does this contract contain a minimum hourly requirement---

12 A No.

13 Q ---for you to work?

14 No?

15 A No.

16 Q And the second question I'd like to ask you about is
17 Paragraph 5 on the last page of this contract, the infamous
18 Paragraph 5.

19 what was the purpose -- let me go back one, one -- let
20 me go back one question.

21 who created the initial draft of this contract, Ms.
22 Schaum?

23 A I did.

24 Q Did you have any help?

25 A No.

Allison Schaum - Direct examination
by Mr. Davis

1 Q Did your father know that you were amending or seeking
2 to amend your original contract with the county?

3 A No.

4 Q Did you ever talk to him about it?

5 A No.

6 Q Did you ever talk to your father about your services
7 that you provided to Anderson County?

8 A No.

9 Q Now, at some point do you recall your father learning
10 about the original P.A.C. contract?

11 A Repeat that. I'm sorry.

12 Q Do you recall that there was some point in time that
13 your father learned about the original contract you had with
14 Anderson County?

15 A He, he did, yes.

16 Q How did he learn about it?

17 A I don't know.

18 Q Okay. And what was his reaction?

19 A It was not favorable.

20 Q He was displeased?

21 A Yes.

22 Q With respect to your work that you provided with
23 respect to P.A.C., did you talk to your dad about the
24 professional services you were providing Anderson County?

25 A No.

Allison Schaum - Direct examination
by Mr. Davis

1 Q What conversations did you have with your dad about his
2 work?

3 A Nothing.

4 Q What conversation did you have with your dad about
5 Anderson County politics?

6 A None.

7 Q And what conversations did you have with your dad about
8 his being an Anderson County council member?

9 A No.

10 Q Is it fair to say that the relationship that you had
11 with your dad wasn't one where you had those types of
12 discussions?

13 A Yes.

14 Q Now, let's look back at this Paragraph 5 in this
15 Plaintiff's Exhibit 77 and specifically it's Paragraph 5.1.
16 what was the purpose of this paragraph?

17 A At that time we had laid a foundation for all of these
18 programs and there was significant buy-in. Not just on the
19 county's side, but also Anderson local businesses,
20 restaurants, institutions. It just -- it was -- there were
21 so many people that were making changes for something that
22 they felt was going to be an ongoing program, a program for
23 the future of Anderson County. So, in order to, to protect
24 their investment, so to speak, that's, that's the purpose of
25 this.

Allison Schaum - Direct examination
by Mr. Davis

1 Q And, and that three year period of time, was it also a
2 period of time that you felt was necessary to, to cement the
3 toe hold of the, that program in the community?

4 A Yes.

5 MR. TESSIER: Objection to leading. I've let him go a
6 long time.

7 THE COURT: I will ask you not to lead the witness.

8 Q Was there another purpose behind the three year term?

9 A The services listed. One of them was a, a group of key
10 players, farmers, restaurant owners, businesses. All of
11 these folks coming together and basically taking over the
12 program, and that, that takes time to put something like
13 that together. So -- so that it's a program that is viable
14 and sustainable for the future. That is the intent of this
15 paragraph.

16 Q If you'd turn the tab to the next exhibit, which will
17 be Plaintiff's Exhibit 68.

18 Ms. Schaum, is that an email to you from Joey Preston
19 dated November 3rd of 2008?

20 A Yes.

21 Q Does it reference the conference that you had over the
22 past weekend?

23 A Yes.

24 Q And does it indicate whether the conference was a
25 success or not?

Allison Schaum - Direct examination
by Mr. Davis

1 A It does.

2 Q And was it a success?

3 A Yes.

4 Q Ms. Schaum, what conversations did you have with
5 Mr. Preston about his employment dispute with Anderson
6 County?

7 A None.

8 Q What conversations did you have with Mr. Preston about
9 his severance agreement?

10 A None.

11 Q What conversations did you have with Mr. Preston about
12 proposed resolutions of Mr. Preston's employment dispute in
13 this snapshot in time of November 2008?

14 A None.

15 Q What conversations did you have with your father about
16 the amendment to the second contract?

17 A None.

18 Q And what conversations did you have with your father
19 about potential negotiations under the second contract?

20 A None.

21 Q And, Ms. Schaum, what conversations with Mr. Preston
22 was your father a party to about the second P.A.C. contract?

23 A None.

24 Q What financial benefit did your father receive under
25 the second P.A.C. contract?

Allison Schaum - Direct examination
by Mr. Davis

1 A None.

2 Q What financial benefit did you receive, Ms. Schaum,
3 under Mr. Preston's severance agreement?

4 A None.

5 Q What relationship, if any, existed between the
6 amendment to your contract with the county and Mr. Preston's
7 severance agreement?

8 A None.

9 Q Ms. Schaum, I know that it was somewhat of a hardship
10 for you to be here this morning. I really appreciate you
11 coming to trial, and I appreciate your time. If you could
12 answer any questions that my opposing counsel may have.

13 THE COURT: Mr. Tessier, your witness.

14 MR. TESSIER: Thank you, Your Honor.

15 THE COURT: Yes, sir.

16 CROSS-EXAMINATION

17 BY MR. TESSIER:

18 Q Good morning, Ms. Schaum.

19 A Good morning.

20 Q Did you speak with Mr. Preston in preparing for your
21 testimony here today?

22 A No.

23 Q Did you speak with Mr. Preston's lawyers in preparation
24 for your testimony here today?

25 A Yes.

Allison Schaum - Cross-examination
by Mr. Tessier

- 1 Q How long did you spend with them?
- 2 A Twenty minutes.
- 3 Q You graduated from Bob Jones University in 1998, is
- 4 that correct?
- 5 A Yes.
- 6 Q And during college you worked part-time at an interior
- 7 decorating company in Greenville, is that right?
- 8 A Yes.
- 9 Q That was a company called Griffin & Associates?
- 10 A Yes.
- 11 Q How much were you paid per hour for your work during
- 12 college?
- 13 A I can't remember. It was part-time. I don't know.
- 14 Q Roughly.
- 15 Any idea?
- 16 A Ten dollars an hour.
- 17 Q And during the summers while you were at Bob Jones
- 18 University, you spent the time taking summer classes?
- 19 Is that fair?
- 20 A Yes.
- 21 Q You did not work?
- 22 A During summer?
- 23 Q During the summer.
- 24 A No.
- 25 Q Other than the part-time work you did with Griffin &

Allison Schaum - Cross-examination
by Mr. Tessier

1 Associates, you didn't work, as a general matter, while you
2 attended Bob Jones?

3 Is that fair?

4 A Yes.

5 Q And after you graduated from Bob Jones in 1998 you were
6 staying home and raising your family --

7 A Yes.

8 Q -- for, for about a year?

9 A Yes.

10 Q How many of your four children did you have back in
11 1998?

12 A One.

13 Q And then you had three others in some period of time
14 after that?

15 Fair to say?

16 A Yes.

17 Q You worked for a company called Cell Chemical for about
18 a year and half, is that right?

19 A Yes.

20 Q And you were doing general office work for them?

21 A Yes.

22 Q How much were you paid per hour -- by the hour for them
23 roughly?

24 A Probably the same. Ten dollars.

25 Q And after you worked for Cell Chemical for a period of

Allison Schaum - Cross-examination
by Mr. Tessier

1 time, you went to work for Jervey Eye Group for about two
2 years working in their accounts payable department?

3 Is that fair?

4 A Yes.

5 Q And how much were you paid for an hour working for
6 them?

7 A Well, anywhere from thirteen to fifteen dollars an
8 hour.

9 Q And then after your time with the Jervey Eye Group, you
10 became a case manager for Southern Legal Resources Center
11 from about 2001 till about 2007?

12 A Yes.

13 Q And Southern Legal Resources Center handled civil
14 rights cases involving freedom of speech?

15 Is that fair?

16 A Yes.

17 Q As a general matter, they defended people who displayed
18 confederate symbols and were forced to remove them?

19 A Yes.

20 Q And you worked for the Southern Legal Resources Center
21 out of your home, correct?

22 A Yes.

23 Q And how much were you paid per hour for them?

24 A Probably the same.

25 Q About?

Allison Schaum - Cross-examination
by Mr. Tessier

- 1 A Thirteen to fifteen, something like that.
- 2 Q And that takes you up until 2007 when you formed that
- 3 company P.A.C.?
- 4 Is that fair?
- 5 A Yes.
- 6 Q In about 2002 you move to your residence in Woodruff?
- 7 A Yes.
- 8 Q And that's where you live now?
- 9 A Yes.
- 10 Q Your house is on a couple of acres within a larger
- 11 farm?
- 12 Is that fair?
- 13 A Yes.
- 14 Q The larger farm is called Live Oak Farms, is that
- 15 right?
- 16 A Yes.
- 17 Q And that's about an 80-acre farm?
- 18 A Yes.
- 19 Q That farm and your house are located in Spartanburg
- 20 County, are they not?
- 21 A Yes.
- 22 Q And the farm was owned in part by your father?
- 23 Is that fair?
- 24 A No.
- 25 Q Back then it was not?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A No.

2 Q Would you agree with me that your parents, Ron and
3 Cassie Wilson, had an interest in the farm back then?

4 A Yes.

5 Q And for some period of time your father ran Live Oak
6 Farm, is that right?

7 A No.

8 Q There was no point in time when your father ran the
9 farm?

10 A What do you mean by ran the farm?

11 Q Well, did he have any day-to-day operational
12 involvement in how the farm was run at any point in time?

13 A Yes.

14 Q You had no experience with farming before about 2003?
15 Is that fair?

16 A Yes.

17 Q And your work at Live Oak Farm, to the extent you did
18 any, was principally to manage their store at some point in
19 time?

20 Is that fair?

21 A The store was not up at that point. We were busy
22 building our livestock number so to speak, processing
23 animals, selling them at different markets with restaurants
24 and at the farmer's market and busy getting our name out
25 there.

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q So, that was primarily marketing work, is that fair,
2 that you were doing?

3 A No, I was, I was helping with the farming.

4 Q You were helping the processing of animals and all of
5 that?

6 A Yeah.

7 Q Would you agree -- and you didn't get paid for your
8 work on the farm?

9 Is that fair?

10 A Yes.

11 Q You agree, that on August 15th, 2007, that's the day
12 you started P.A.C., is that right?

13 A If that's the date you have. I don't have the
14 paperwork in front of me, but --.

15 Q I think I can show you. I'll show you an exhibit from
16 your deposition that might help you refresh your memory.

17 A Yeah.

18 Q I think I've got it on the screen. That might be the
19 fastest way to show it to you.

20 What I'm gonna try to show you is just the articles of
21 incorporation.

22 A Uh-huh. (Affirmative).

23 Q And I'll show you the last page, which is the one that
24 matters. Yeah, I think we can blow-up a little piece of
25 this. I don't know if you read from that -- from there, Ms.

Allison Schaum - Cross-examination
by Mr. Tessier

- 1 Schaum, but it---
- 2 A Yes.
- 3 Q You agree that that's your signature on the document?
- 4 A Yes.
- 5 Q And that's an August 15th, 2007, date?
- 6 A Yes.
- 7 Q Does that help you remember when you---
- 8 A Yes.
- 9 Q ---formed P.A.C.?
- 10 would you agree then that you formed P.A.C. on
- 11 August 15th, 2007?
- 12 A Yes.
- 13 Q Before you started this company, would you agree with
- 14 me that you had never been compensated for any work in the
- 15 field of agriculture?
- 16 A Yes.
- 17 Q And before you started this company, you had never
- 18 earned more than \$15 an hour from any employer, is that
- 19 right?
- 20 A Yes.
- 21 Q You had no formal education in the agricultural field,
- 22 isn't that right?
- 23 A No.
- 24 Q That's not correct?
- 25 A I mean if you -- it determines what you call an

Allison Schaum - Cross-examination
by Mr. Tessier

1 education. I mean getting it out there and, and doing the
2 work, you learn real quick what to do and what not to do.

3 Q And that work happened after 2003, your on-the-job---

4 A Yes.

5 Q ---farm work, correct?

6 A Yes.

7 Q But you agree that you had no formal education---

8 A Yes.

9 Q ---in any agricultural field, correct?

10 In fact, your, your degree in college was prelaw?

11 A Yes.

12 Q And you had attended, at the time you formed P.A.C.,
13 the sum total of your formal education if you want to call
14 it that, was three, three day conferences put on by the
15 Carolina Farm Stewardship Association, is that right?

16 A Yes.

17 Q And the Carolina Farm Stewardship Association, that's
18 C.F.S.A., right?

19 A Yes.

20 Q That's the association that you were talking about with
21 Mr. Davis that put on a conference in October of 2008 in
22 Anderson County, correct?

23 A Yes.

24 Q So, that's not your organization, is it?

25 A No.

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q In fact, that's an organization that had existed long
2 before P.A.C. ever came to being?

3 A Yes.

4 Q And they had been putting on conferences throughout the
5 State of South Carolina long before P.A.C. ever came to be?

6 A Not the State of South Carolina.

7 Q They had been putting on conferences---

8 A In North Carolina.

9 Q ---in North Carolina that is?

10 A Yes.

11 Q Long before P.A.C. ever came into being?

12 A Yes.

13 Q So, your involvement in the conference, that C.F.S.A.
14 ultimately had in Anderson County, was simply to try to
15 lobby them to get them to hold their conference in Anderson
16 County?

17 would you agree?

18 A Yes.

19 Q They were gonna have the conference anyway?

20 A Yes.

21 Q Just didn't know where?

22 A Right.

23 Q You formed P.A.C., would you agree, so that you could
24 do agricultural consulting work?

25 A Yes.

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q And the customer you had in mind when you formed P.A.C.
2 was Anderson County, correct?

3 A Yes.

4 Q And your father, Ron Wilson, was a county council
5 member for Anderson County at the time you formed P.A.C.?

6 A Yes.

7 Q Is that fair?

8 At the time you formed P.A.C., you agree that you did
9 not contact any county in South Carolina to inquire about
10 doing consulting work except for Anderson County?

11 Is that fair?

12 A Yes.

13 Q Not even Spartanburg County where your farm was
14 located, correct?

15 A No.

16 Q And as of the time of your deposition in this case,
17 which took place in January of 2011, would you agree with me
18 that P.A.C. had not done any consulting work for any
19 customer other than Anderson County?

20 A Yes.

21 Q Is that right?

22 And you -- I think I heard your testimony to this, but
23 before you contacted Anderson County to seek consulting work
24 from it, you said you never, you never discussed it with
25 your father, is that right?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q And you never talked to your father about any attempt
3 by you to engage in a contract with Anderson County?

4 Is that fair?

5 A Yes.

6 Q And I believe your testimony would be that your father
7 knew nothing about your attempt to get consulting work from
8 Anderson County back in 2007?

9 Is that fair?

10 A Yes.

11 Q You contacted Mr. Preston, at some point, to try to get
12 the consulting work?

13 Fair enough?

14 A Yes.

15 Q How did you know to contact Mr. Preston?

16 A I went on the county website and looked to see who the
17 administrator was.

18 Q Had you ever heard of Mr. Preston before that?

19 A No.

20 Q Not even from your father?

21 A No.

22 Q And do you know how long your father had been a county
23 councilman at that point in time roughly?

24 A No.

25 Q And would it be fair to say you met with Mr. Preston

Allison Schaum - Cross-examination
by Mr. Tessier

1 sometime before September 4th of 2007,
2 September 4th being the date of the first contract
3 signing, signing, right?

4 A Yes.

5 Q And you made a presentation at Sullivan's. We talked
6 about that.

7 A (Witness nods affirmatively.)

8 Q And at the time you met with Mr. Preston you did not
9 tell him you were Ron Wilson's daughter.

10 Is that true?

11 A Yes.

12 Q Any reason you think he should have known that at the
13 time?

14 A No.

15 Q Did you ever tell him you were Ron Wilson's daughter?

16 A No.

17 Q At the presentation you made on behalf of P.A.C., you
18 were presenting information on various projects you thought
19 could help Anderson County grow the agricultural sector?

20 Is that fair?

21 A Yes.

22 Q And some of your main points were the farm-to-school
23 program, is that right?

24 A Yes.

25 Q Increasing the number of C.S.A.'s in the county?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q And then opening relations between farmers and
3 restaurants?

4 A Uh-huh. (Affirmative).

5 Q At the time you were hired by Anderson County back in
6 2007 under this P.A.C. contract, you agree that you had
7 never worked with a farm-to-school program before?

8 Isn't that right?

9 A There weren't any in South Carolina.

10 Q All right. So, fair to say you had never---

11 A Yes.

12 Q ---worked with one before?

13 A Right.

14 Q And C.S.A., would you agree with me that means
15 Community Supported Agriculture?

16 Is that what C.S.A. stands for?

17 A Yes.

18 Q And your farm in Spartanburg County, that was not a
19 C.S.A., was it?

20 A No.

21 Q At the time you were hired by Anderson County, you had
22 never worked directly with a C.S.A., isn't that right?

23 A Yes.

24 Q And you had never help start a C.S.A. before, isn't
25 that right?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q You did not belong to any C.S.A. organizations back
3 then, did you?

4 A No.

5 Q Your experience with C.S.A.'s back in 2007 when Mr.
6 Preston hired you was your attendance at maybe two workshops
7 about it, isn't that right?

8 A Yes.

9 Q And at the time you were hired by Mr. Preston, for the
10 P.A.C. contract, you had never worked before to connect
11 farms to restaurants, had you?

12 A Besides your own farm.

13 Q So, that's the only one?

14 A Yes.

15 Q And part of what you did for your own farm was try to
16 sell produce or products to restaurants?

17 A Yes.

18 Q Other than that, you have never worked to connect any
19 other farm to any restaurant?

20 Fair enough?

21 A I was busy enough with our own.

22 Q And after your presentation, Mr. Preston told you he
23 wanted to hire P.A.C., isn't that right?

24 A Yes.

25 Q So, you sent him the proposal, isn't that right?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q You sent him a proposal.

3 Now, in the proposal, wouldn't you agree that you
4 initially identified an hourly rate of \$20 an hour?

5 A Yes.

6 Q That was your idea?

7 A Yes.

8 Q At this point in time, \$20 an hour was more than you
9 had ever earned on an hourly basis, wasn't it?

10 A Yes.

11 Q Now, if you look at -- I'm gonna jump to Exhibit No.
12 76, which I think you in have front of you in your binder.

13 A (Witness complies.)

14 Q Do you agree that -- Exhibit 76, you agree, is the
15 first contract you had with Anderson County dated
16 September 4th, 2007?

17 A Yes.

18 Q You had -- you said you drafted that contract, is that
19 right?

20 A Yes.

21 Q Would you agree with me that you had never drafted a
22 contract before?

23 A Yes.

24 Q Did you have any help whatsoever in coming up with the
25 language to be included in this contract?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A No.

2 Q And this is a contract that was signed off on by
3 Mr. Preston, correct?

4 A Yes.

5 Q If you look at the first two paragraphs under the
6 Bullet Point Number 2 called the services on the first page?

7 A (Witness complies.)

8 Q This contract, according to the very first sentence,
9 provides that you shall or shall ensure that its employees
10 shall perform the services on Appendix 1, correct?

11 Q Yes.

12 Q So, this contemplates that it doesn't have to be just
13 Ms. Schaum that does the work. You could hire employees to
14 do work as well.

15 Fair enough?

16 A Yes.

17 Q Did you ever hire anybody to do the work that you
18 needed to do under the P.A.C. contract?

19 A No.

20 Q So, you did it all yourself in the end?

21 A Yes.

22 Q You testified with Mr. Davis a little bit about the
23 fact you ultimately or that the \$20 an hour rate was
24 ultimately increased in part because you were afraid you
25 needed help to get the work done, isn't that right?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q But you never needed anybody else besides yourself, did
3 you?

4 A No.

5 Q And the contract ended up including a rate of \$65 an
6 hour, isn't that right?

7 A Yes.

8 Q And that was a figure that Mr. Preston came up with,
9 isn't it?

10 A No.

11 Q You said, in your direct testimony, if I am correct,
12 that part of the reason you needed to increase the amount
13 was because you thought you might need help doing the work,
14 is that right?

15 A Yes.

16 Q And because you needed health insurance?

17 A I'm sorry?

18 Q And because you needed health insurance?

19 A Yes.

20 Q Do you know if Anderson County typically provides
21 health insurance for independent contractors?

22 Did you know one way or the other?

23 A I don't.

24 Q And the jump from \$20 an hour to \$65 an hour is an
25 increase of \$45 an hour?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Uh-huh. (Affirmative).

2 Q Right?

3 You were expecting, at the time that you entered this
4 contract, to work roughly 15 to 25 hour a week?

5 would you agree with that?

6 A It could be more. It could be less. But I was trying
7 to stay within the, the frame, the number that Mr. Preston
8 gave me.

9 Q But you didn't contemplate, at the time you entered
10 this contract, that it would be a full-time job?

11 Is that fair?

12 A At, at the beginning, when I submitted the \$20 an hour,
13 I thought it could possibly be not knowing what hills I
14 would have to climb.

15 Q And you would agree that this contract did not limit
16 the numbers of hours you could work in a week, did it?

17 A I don't believe it did.

18 Q If you look at the last page of the contract. I'm
19 gonna show it on the screen as well. I'm sorry. The last
20 page of the appendix.

21 A (Witness complies.)

22 Q There is just talks about -- there's a section called
23 normal working week.

24 Do you see that?

25 A Yes.

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q That indicates that the consultant, which is P.A.C.,
2 will work hours as required to meet the defined deliverables
3 within the budgeted times.

4 So, it doesn't really limit your time on this contract,
5 does it?

6 A Right.

7 Q If you -- and you figured -- at one point you sat and
8 figured out that health insurance for your family, including
9 four kids, would cost you about \$800 a month, is that right?

10 A Yes.

11 Q And if you were working an average of 20 hours a week,
12 that's 80 hours a month, right?

13 If you do 20 hours a week, four weeks a month, that is
14 80 hours, and in order to cover \$800 a month for health
15 insurance, you'd need an extra \$800, correct?

16 A Yes.

17 Q So, that would be about a \$10 an hour increase.

18 If you were working 80 hours, that would get you \$800,
19 wouldn't it?

20 A Yes.

21 Q So, instead of a \$10 an hour increase, your figure
22 jumped from \$20 an hour to \$65 an hour, right?

23 A Yes.

24 Q Did Mr. Preston question the \$65 an hour figure?

25 A We discussed, and as I stated earlier, I was under the

Allison Schaum - Cross-examination
by Mr. Tessier

1 assumption that I was gonna have the full backing of the
2 county, the resources and whatnot. If things needed to be
3 done or something needed to be done last minute, that there
4 would be somebody there. Just -- it was a misunderstanding
5 on my part.

6 Q And if you were working under your contract at \$20 an
7 hour, and had the provision in there that allowed you to
8 charge the county \$20 an hour, whether it was you or any
9 employee of yours handled the work, couldn't you have had
10 employees hired to do the same work that needed to be done
11 and still got your \$20 an hour for it?

12 A Yes.

13 Q If you scaled this up -- and I'm gonna ask you to do a
14 little bit of math for me.

15 If you figure \$65 an hour, and you worked up -- let's
16 say you say worked 40 hours a week. That's \$2,600. I don't
17 know if you want to write that down. I can give you a
18 calculator, but I'm just gonna ask you to do two things for
19 me.

20 If you do \$65 an hour times \$40 -- forty hours a week,
21 that's \$4,600 a week, and if you worked 50 weeks at that
22 pace, that would be \$130,000 a year.

23 Does that sound about right?

24 A I'll trust your math.

25 Q So, you entered a contract with Anderson County that

Allison Schaum - Cross-examination
by Mr. Tessier

1 Mr. Preston agreed to that could provide you, if you worked
2 full-time, somewhere around \$130,000 a year, right?

3 A But that was not gonna be necessary cause -- because I
4 was told to stay within the frame of forty hours. I mean of
5 \$40,000.

6 Q And what you entered with Mr. Preston, in terms of a
7 contract, was gonna pay you \$65 an hour when you had never
8 before worked for more than \$15 an hour in your life,
9 correct?

10 A Yes.

11 Q Let's look at the services you agreed to provide to
12 Anderson County under your contract, and I want to show you
13 on the screen. You can look at your exhibit, Plaintiff's 76
14 on the appendix. There's an -- I think Mr. Davis went
15 through these with you, the various items that you were
16 providing to Anderson County.

17 One was to begin the steps to implement the
18 farm-to-school program. One was to grow the farm
19 institution programs, et cetera. I won't read them all.

20 Would you agree with me, Ms. Schaum, that, on average,
21 during that first year from 2007 to 2008, on average, you
22 really didn't work more than about 20 hours a week under the
23 P.A.C. agreement?

24 A Yes.

25 Q Now, with respect to the farm-to-school program, that's

Allison Schaum - Cross-examination
by Mr. Tessier

1 the first item on the list, you helped start farm-to-school
2 programs in District 2, 3, and 5, is that right?

3 A Yes.

4 Q Would you agree with me that you don't know how many
5 products were purchased by the schools as a result of your
6 efforts during that first year?

7 A Offhand, no, I don't know. But I could tell you that
8 the contract vender would have that information.

9 Q And you don't know, as we sit here today, the value of
10 the products that were purchased by these school programs,
11 do you?

12 A No.

13 Q If you look at the next item, Farm -- well,
14 farm-to-institution. That's Number 2 on the list up there.

15 A (Witness complies.)

16 Q You agree with me, do you not, that between 2000 -- the
17 first year of the program that you had the contract, you
18 were unable to open marketing avenues to any institutions
19 other than some restaurants, correct?

20 A That's correct. Because that takes a lot of time to do
21 that.

22 Q Okay. And then the first year you got three
23 restaurants involved in making purchases, is that right?

24 A I, I don't know.

25 Q Well, it wasn't more than three, was it?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A It could have been.

2 Q Would it refresh your memory if I told you Sullivan's,
3 Jack's, and McGee's?

4 Do you remember having some programs with those three
5 restaurants?

6 A Yes.

7 Q Do you remember any others?

8 A Offhand, no.

9 Q And wouldn't you agree with me, Ms. Schaum, that a
10 farmer who wants to sell produce, fresh produce to a
11 restaurant in Anderson County, doesn't need to go through
12 Allison Schaum to do it, correct?

13 A Doesn't need to, no.

14 Q They can just go directly to the restaurant and try to
15 sell the produce?

16 A Yes, my part -- but the part of my job was to educate
17 these farmers to, to realize all the markets that they could
18 pursue.

19 Q Okay. If you looked up on the list, you also were
20 involved in number one, two, three, four -- fourth one on
21 the list, grow the number of community supported agriculture
22 systems.

23 Those are C.S.A.'s, correct?

24 A Yes.

25 Q And you indicate, at the time you signed your first

Allison Schaum - Cross-examination
by Mr. Tessier

1 contract, that there already were two to three C.S.A.'s in
2 Anderson County, right?

3 A Yes, but the number of C.S.A.'s fluctuates every year.

4 Q Your job, when you signed this contract, was to try to
5 grow that number?

6 A Yes.

7 Q So, you would expect, over the course of time, to have
8 more than two or three, right?

9 A Assuming those two or three were going to be in --
10 functioning the following year.

11 Q well, you tell me if you have a different reading of
12 it, but if you're trying to grow the number of, of C.S.A.'s
13 in Anderson County, and there are currently two or three,
14 what you're hoping to accomplish is some number greater than
15 two or three the following year whether or not the existing
16 ones stayed on or not?

17 Fair enough?

18 A If, if you create a new one, that would be growth. So,
19 even if those two or three didn't do it next year and you
20 had one, that's growth.

21 Q Okay. So, from two to three down to one, in your view,
22 could still be growth of the C.S.A.'s as long as it's a new
23 one?

24 A If it's a new one, yes.

25 Q Now, let me talk to you a little bit about the -- oh,

Allison Schaum - Cross-examination
by Mr. Tessier

1 the food co-op.

2 That's on here as well, right?

3 Creation of Anderson County Food Co-op, wouldn't you
4 agree with me that you did not create a food co-op in the
5 first year of this contract?

6 A Yes.

7 Q And, in fact, you said that was a high priority in your
8 direct testimony, right?

9 A Yes, it was.

10 Q But you were unable to get it done?

11 A The first year I was not able to get it done.

12 Q If, if you talk about this---

13 A The groundwork was laid, however.

14 Q Okay. If we talk about grants, you talked about a
15 U.S. -- I think you might of mentioned this, but if you
16 didn't, it's a U.S.D.A. Fresh Fruit Grant that we were
17 talking about that the schools got.

18 Would you agree with that?

19 A Yes.

20 Q And you said that was worth maybe a thousand dollars---

21 A No.

22 Q ---according to---

23 A The U.S.D.A. Fresh Fruits and Vegetables Grant, the
24 first year was worth about 80,000. The thousand dollar
25 grant that you're referring to is the Congressional Hunger

Allison Schaum - Cross-examination
by Mr. Tessier

1 Center Grant.

2 Q Yeah, I was gonna get to that one in a minute. That's
3 a different grant.

4 But the fresh fruit grant, that was worth about
5 \$80,000, right?

6 A Are you saying eight or eighty?

7 Q Eighty.

8 \$80,000. Sorry.

9 A Yes.

10 Q I said it too fast.

11 A Yes.

12 Q All right. That's a U.S. Department of Agriculture
13 Program?

14 Is that fair?

15 A It is.

16 Q And wouldn't you agree with me that you did not prepare
17 the application for that grant?

18 A I did not, but I worked with the school food service
19 directors. They were not even aware that this was a grant
20 available to them.

21 Q The school districts themselves prepared the
22 application, wouldn't you agree?

23 A Yes, and I assisted with the attachments to that.

24 Q And wouldn't you agree that, once they know about the
25 program, the school district doesn't need you to fill out

Allison Schaum - Cross-examination
by Mr. Tessier

1 the application, correct?

2 A That's the whole point of a sustainable program.

3 Q What -- that they don't need you or --?

4 A That once they learn of the information it continues.

5 Q And the United States Department of Agriculture was
6 trying to publicize the program themselves, wasn't it?

7 A I'm sure they were.

8 Q So, you wrote letters, in the end, to support the grant
9 application for the district?

10 Fair enough?

11 A Yes.

12 Q Couldn't any citizen of Anderson County write letters
13 to support the application?

14 A I don't know how much weight that would have.

15 Q But they could, couldn't they?

16 A Sure.

17 Q And we're talking -- you talked about this other grant,
18 the Congressional Hunger Grant, that is a grant that you
19 wrote the application for, correct?

20 A Yes.

21 Q And that one was worth about a thousand dollars, right?

22 A Yes.

23 Q You talked about the conference you set up with local
24 farmers, and agreed -- it sounded like you agreed, when you
25 talked to Mr. Davis, that that didn't bring any money to

Allison Schaum - Cross-examination
by Mr. Tessier

1 Anderson County?

2 Wouldn't you say?

3 A I'm sure it did bring some, but not a significant
4 amount like the C.S.F.A. conference did.

5 Q Okay. And the C.S.F.A. conference we already talked
6 about, that's an annual conference of the C.S.F.A.?

7 A Yes.

8 Q So, they were gonna have it anyway, but they just
9 didn't know where they were gonna have it?

10 A Yes, but it came to Anderson.

11 Q Your first contract, you agree, did not have any kind
12 of termination date, did it?

13 A No.

14 Q It was a month-to-month?

15 A Yes.

16 Q And you had no reason to think that Anderson County was
17 gonna terminate your contract during that first year, did
18 you?

19 A No.

20 Q The first contract that we looked at earlier makes no
21 mention of renewal, does it?

22 A No, it doesn't make mention, but we had spoken of it.

23 Q Okay. And that's what I'm getting at.

24 You say you spoke with Mr. Preston about it, but it
25 makes no mention of it in the contract, does it?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A Right.

2 Q It makes no mention in the contract of it being a trial
3 program, does it?

4 A No, that was -- also was understood between us.

5 Q And you don't indicate in the contract anywhere that a
6 new contract will be created after a year based on
7 performance, do you?

8 A No.

9 Q That's something you could have included in the
10 contract language, couldn't you?

11 A I guess I could of included a lot of things, but I
12 didn't.

13 Q You agree ultimately you sought a new contract in
14 October of 2008?

15 A Yes.

16 Q And that was your idea you said?

17 A Yes.

18 Q You sent a proposal to Mr. Preston on October 27th,
19 2008. I think we looked at it a little bit earlier. I
20 think it's Exhibit No. -- Plaintiff's 76-A. I've put it on
21 the screen as well, but I think you have it in front of you
22 Ms. Schaum.

23 Would you agree that that's your proposal sent on
24 October 27th, 2008?

25 A Yes.

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q And you sent it to Mr. Preston?

2 A Yes.

3 Q In your email, I'm gonna blow it up, the content of the
4 email itself, you indicate not that this is an amendment to
5 a contract, and not that it's a renewal of a contract.

6 You indicate that it's a new contract, don't you?

7 A Yes.

8 Q And you don't say in your email to Mr. Preston anything
9 about hey, as a reminder of what we discussed a year ago,
10 I'm sending you a new contract for renewal, do you?

11 A No.

12 Q You don't mention it to him in your email that this is
13 a renewal of the prior contract, do you?

14 A No.

15 Q And you said, I think, that you did not tell your
16 father that you were trying to get this new contract, did
17 you?

18 A No.

19 Q At this point in time, by October of 2008, wouldn't you
20 agree that your father knew about your first contract with
21 Anderson County?

22 A Yes.

23 Q He learned about that through what, the paper?

24 A I have no idea.

25 Q And wouldn't you agree that, at some point, Mr. Wilson

Allison Schaum - Cross-examination
by Mr. Tessier

1 learned that you had a consulting contract with Anderson
2 County?

3 A Yes.

4 Q wouldn't you agree with me that he was not very happy
5 when he found that out?

6 A Yes.

7 Q And he made it clear to you that he was upset about
8 this news?

9 wouldn't you agree?

10 A Yes.

11 Q So, even though, after your father found out about the
12 first contract and was upset about it, you still chose not
13 to tell him you were looking for a new contract?

14 Is that what you're saying?

15 A Yes.

16 Q And you proposed this draft language that -- attached
17 to this exhibit is a draft contract, right?

18 A Yes.

19 Q And that's something that you say you created?

20 A Yes.

21 Q And you had no help from anyone?

22 A No.

23 Q You didn't get a draft from any attorney?

24 A No.

25 Q You didn't get a draft from Mr. Preston?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A No.

2 Q Is this the second contract you ever drafted in your
3 life?

4 A Yes.

5 Q In your proposal, you requested an increase in hourly
6 pay, don't you?

7 A Yes.

8 Q And you're gonna jump, under this contract, from the
9 \$65 an hour you were already receiving to a graded salary of
10 75, then 85, then \$95 an hour annually, right?

11 A Yes.

12 Q And this contract, unlike the first contract, includes
13 a termination provision, doesn't it?

14 A Yes.

15 Q And that termination provision is the one way street,
16 isn't it?

17 A What do you mean by that?

18 Q By that I mean if you terminated this contract, you
19 didn't have to pay the county any money, did you?

20 A No.

21 Q But if the county terminated the contract, they had to
22 pay you three years worth of pay, didn't they.

23 A Yes. But the county could of also put a minimum on my
24 hours.

25 Q Okay. We're gonna talk about that in a minute.

Allison Schaum - Cross-examination
by Mr. Tessier

1 If you look at the remedy for the breach section of the
2 contract, which is 5.1, that's the provision you were
3 talking about, right, where the county would have to pay you
4 if they terminated the contract, right?

5 A Yes.

6 Q And are you still looking at the proposal versions?

7 A I'm looking---

8 Q 76-A. Not, not the signed version, in other words.

9 A I am looking at 76-A.

10 Q And in your proposal, what you indicated they should
11 have to pay, over three years if they terminated, was your
12 contract rate as if 20 hours a week were worked, right?

13 A Yes.

14 Q And that was consistent with about what you were
15 actually working under the first contract, wouldn't you
16 say---

17 A Yes.

18 Q ---twenty hours a week?

19 Then if you look at the actual contract, which is
20 Exhibit No. 77 in your binder, now look at the same
21 provision, 5.1, remedy for breach, the figure in that
22 contract was jumped from 20 hours a week to 30 hours a week,
23 wasn't it?

24 A Yes.

25 Q You did not increase that number, did you?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A No.

2 Q Mr. Preston did that, right?

3 A I assume.

4 Q He's the one you were working with to negotiate the
5 deal, right?

6 A Yes.

7 Q Did you work with anyone else other than Mr. Preston
8 about this deal?

9 A No.

10 Q And he did that -- he increased that from 20 to 30
11 hours a week without any discussion from you, correct?

12 A Yes.

13 Q Now, if we compare the services, I'm just gonna show
14 you what I hope is a side-by-side comparison of the services
15 under the first contract, which if -- you may have to pull
16 this out of your binder to do this or you can look at the
17 board, if it will fit.

18 . If you look at -- if you wanted to pull them out, you
19 can look at Exhibit, Plaintiff's No. 76, compared to
20 Plaintiff's 77, and I guess what you really need to look at
21 is Appendix Number 1 of the first agreement. I think I got
22 most of them on the screen there, and it's, it's Appendix 1
23 of Exhibit 76, and it's Part 2 of Exhibit 77. I don't know
24 if you have those in front of you yet. Just let me know
25 when you have it.

Allison Schaum - Cross-examination
by Mr. Tessier

- 1 A Did you say Part 1?
- 2 Q Appendix 1, I'm sorry, of the first contract.
- 3 A Okay.
- 4 Q Does that list your services and then---
- 5 A Okay.
- 6 Q It's actually Section 2 of the second contract, which
- 7 is---
- 8 A Okay.
- 9 Q Do you have those in front of you?
- 10 A Yes.
- 11 Q And if, on the screen, the red box is the first
- 12 contract, and the blue box is the second contract.
- 13 And what I'm trying to get you to look at, Ms. Schaum,
- 14 is if you start with the first thing that you were suppose
- 15 to do under the first contract, would you agree that both
- 16 contracts require you to begin the steps to implement the
- 17 farm-to-school program in Anderson County?
- 18 A Yes.
- 19 Q So, there's no change in what you had to do for
- 20 Anderson County in there, is there?
- 21 A No.
- 22 Q Then if you look at the second bullet point of the
- 23 first contract, it tells you that you're suppose to grow the
- 24 farm-to-institution programs in Anderson County, right?
- 25 A Yes.

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q But in the second contract, there's a little bit of a
2 change that says you need to implement/grow the
3 farm-to-institution program, right?

4 A I must be looking at the wrong thing cause mine are
5 saying the same thing.

6 MR. TESSIER: May I approach, Your Honor?

7 THE COURT: You may.

8 Q I'll see if I can help you with the right one.

9 A I'm sorry.

10 Q Okay. Here it is. Yeah, this is the one.

11 A Okay.

12 Q Oh, this one's the wrong one. I'm sorry.

13 A Okay.

14 Q Well, that's the contract. I'll just tuck this here.

15 A Okay.

16 Q This one -- I wanted you to look at the first
17 contract---

18 A Oh, okay.

19 Q ---which I think I better pull out.

20 So, comparing that section of services --

21 A Okay.

22 Q -- to that section of services.

23 A Okay.

24 Q So, on the first contract, looking at the second bullet
25 point, it talked about growing the farmer-to-institution

Allison Schaum - Cross-examination
by Mr. Tessier

1 program.

2 Now do you see that?

3 A Yes.

4 Q whereas the second one had a slightly different
5 language talking about implement/grow the
6 farm-to-institution program, right?

7 A Uh-huh. (Affirmative).

8 Q So that implies that the program might not have even
9 been started at that point if you have to implement it?

10 A Yes, but my English is not my forte for sure.

11 Q Okay. If you look at the third bullet point on the
12 first contract, it says creation of Anderson County Food
13 Co-op. Whereas the second contract says begin the steps to
14 create an Anderson County Food Co-op.

15 And you agreed with me, if I heard you correctly, that
16 in the first year of the contract you were not able to get
17 an Anderson County Food Co-op created, right?

18 A Right.

19 Q So, you've still got to start from ground zero of that
20 according to the second contract, right?

21 It states---

22 A Some work had been done, but it wasn't, to me, enough
23 to qualify as being there.

24 Q Okay. And then if you look at the fourth line item.
25 It's talking about C.S.A.'s under the first contract.

Allison Schaum - Cross-examination
by Mr. Tessier

1 You're suppose to grow the number, and there were currently
2 two or three. Under the second contract, all you have to do
3 is attempt to grow the number.

4 Right?

5 A Yes.

6 Q And they're only one to two at that point, right?

7 A Yes.

8 Q So, the net number of C.S.A.'s in Anderson County, over
9 the course of that first year, dropped from two to three
10 down to one to two?

11 Wouldn't you agree?

12 A It did. And the reason for that is I was delving very
13 deep in the farm-to-school program, and that took the
14 majority of my focus that first year.

15 Q And the last item just says coordinate -- you have to
16 coordinate an increase in farm sales under the one contract
17 and then -- that's okay. And then the second contract says
18 coordinate farm sales, total of restaurants.

19 So, under the first contract you're suppose to seek an
20 increase in farm sales, and the second one you're just
21 suppose to coordinate farm sales, right?

22 A Yes.

23 Q And if you look down at the last provision that we've
24 got blown up?

25 A (Witness complies.)

Allison Schaum - Cross-examination
by Mr. Tessier

1 Q Under the new contract that you've got with
2 Mr. Preston, it's 2.2 vital services, right?

3 A Yes.

4 Q Do you see that?

5 It says Anderson County recognizes that the services
6 under this agreement are vital to P.A.C. and must be
7 continued without interruption, right?

8 A Yes.

9 Q So, it's kind of hard for Anderson County to drop you
10 down to one hour a week if the contract says it recognizes
11 the services are vital and must be continued without
12 interruption?

13 Wouldn't you agree?

14 A Yes.

15 Q And, in fact, the county didn't have the option of
16 cutting you down to one hour a week, did it?

17 A Yes.

18 Q Well, let me ask you this.

19 After that 2008 contract took place with Mr. Preston
20 signing it, the county did try, at some point, to impose a
21 limit on the numbers of hours you worked, didn't it?

22 A Yes.

23 Q And when they did that, you hired Brian Murphy to
24 threaten a lawsuit against the county saying that you
25 couldn't reduce your hours, right?

Allison Schaum - Cross-examination
by Mr. Tessier

1 A At that time the county had not paid me, and that's why
2 I engaged Mr. Murphy's services.

3 Q And, and they were also threatening to limit your
4 hours, weren't they?

5 A They had and I was abiding by that as much as I could.
6 I had a meeting with Mr. Brill. He asked me to keep my
7 hours between 15 and 20, and that's what I was doing. But
8 at that same time the county was not paying me.

9 Q That's all the question I have, Ms. Schaum.

10 THE COURT: Mr. Davis, you may redirect.

11 MR. DAVIS: Yes, Your Honor. Real briefly.

12 REDIRECT EXAMINATION

13 BY MR. DAVIS:

14 Q You were asked about a litany of jobs in your
15 employment history.

16 Do you recall that?

17 A Yes.

18 Q Do you recall being asked about your last hourly rate,
19 wage being about \$15 an hour?

20 A Yes.

21 Q During all of those jobs, were you an employee of those
22 entities?

23 A Yes.

24 Q When you first came to Anderson County to make your
25 pitch, was your pitch one where you'd be employee?

Allison Schaum - Redirect examination
by Mr. Davis

1 A I thought I was, yes.

2 Q And as an employee, what were the dollar amount that
3 you pitched?

4 A Twenty.

5 Q When you first came to Anderson County in 2007, in the
6 summer, what other consultants do you know in South Carolina
7 who were offering these services?

8 A None.

9 Q If no one else was doing it, wouldn't someone have to
10 be the first?

11 A Yes.

12 Q You were asked several questions about both the
13 original P.A.C. contract and the second P.A.C. contract.

14 Do you recall those questions?

15 A Yes.

16 Q Were there any resources that you resorted to in
17 relation to drafting those contracts, Ms. Schaum?

18 A The Internet.

19 Q Were you able to find -- go by contracts on the
20 Internet?

21 A Yes, but that's the only one I did.

22 Q You were asked about an email that you sent attaching
23 the proposed draft to the P.A.C. contract on
24 October 27th of 2008.

25 Do you remember that?

Allison Schaum - Redirect examination
by Mr. Davis

1 A Yes.

2 Q would you have had conversations with Mr. Preston
3 before---

4 A Yes.

5 Q ---sending that email?

6 A Yes.

7 Q You're also asked about a series of restaurants that
8 were included in the program that you were helping promote
9 in Anderson County.

10 was another restaurant Friends?

11 A Yes.

12 Q So, there were other restaurants.

13 You just, just don't remember them, right?

14 A Yes.

15 Q You were asked questions about grants that were
16 received by the school district.

17 Do you recall that?

18 A Yes.

19 Q Were those grants received by the school districts
20 because, at that point, you had implemented the
21 farm-to-school program?

22 A Yes.

23 Q Were the grants a direct result of your implementation
24 of that program?

25 MR. TESSIER: Objection.

Allison Schaum - Redirect examination
by Mr. Davis

1 A Yes.

2 MR. TESSIER: Leading and speculation.

3 Q Were you---

4 THE COURT: I'll ask you to lay some foundation for
5 those questions. I'll sustain the objection on leading.

6 You may proceed.

7 Q What were the nature of those grants?

8 A The nature of the grants were we had to show that there
9 were relationships being built, being built and forged
10 between the schools and the farmers. The fact that we were
11 using that money locally was a huge factor because it wasn't
12 required. That was the school districts way of being
13 innovative, and all of the marketing materials that the
14 nonprofit provided for the farmers were exhibits, if you
15 will, in the grant money. The school gardens, all of this
16 played a huge impact in the schools getting the grants.

17 Q To your knowledge, before you implemented the
18 farm-to-school program, what programs existed in Anderson
19 County which would render those school districts eligible
20 for the grants?

21 A None.

22 Q After you implemented that program, what made them
23 eligible for those grants?

24 A It was all of the educational components in the
25 farm-to-school program.

Allison Schaum - Redirect examination
by Mr. Davis

1 Q Were you provided by a topline budget or for -- did
2 Mr. Preston provide you a topline budget with respect to
3 your spending under the original P.A.C. contract?

4 A The \$40,000 budget.

5 Q And how much alone did the school districts receive in
6 grants as a consequence from the farm-to-school program?

7 A Between the U.S.D.A. Fresh Fruits and Vegetables
8 Grants, the America Recovery Reinvestment Grants, I think
9 the last count was around 200,000, give or take. It's
10 probably a little bit more than 200,000.

11 Q Again, Ms. Schaum, thank you for being here this
12 morning.

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

14 MR. TESSIER: Nothing further, sir.

15 THE COURT: All right, ma'am. You may step down.
16 Do you wish to excuse the witness?

17 MR. TESSIER: It's fine by us, Your Honor.

18 THE COURT: Mr. Davis, do you wish to excuse the
19 witness?

20 MR. DAVIS: Yes, Your Honor. I'm sorry.

21 THE COURT: All right, ma'am. I'm going to excuse you
22 from further participation in the case. I will caution you
23 that I have placed all witnesses under a sequestration
24 order. You're not allowed to discuss your testimony with
25 any other witness until this case has been ended.

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 You understand that, ma'am?

2 THE WITNESS: Yes, sir.

3 THE COURT: All right. You may step down. Thank you
4 very much.

5 THE COURT: You may call your next witness.

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

7 The defendant calls Brooks Brown.

8 THE COURT: All right.

9 MS. KERN-FULLER: If I may retrieve him, Your Honor.

10 THE COURT: Yes, ma'am.

11 Come forward, sir, to be sworn here in the center.

12 BROOKS BROWN, being first duly
13 sworn, testified as follows:

14 THE CLERK: If you would, take the witness stand
15 please, sir, and state your name for the record and spell
16 your last name for the reporter please.

17 THE WITNESS: Brooks Samuel Brown, IV. B-R-O-W-N.

18 THE COURT: Ms. Kern-Fuller, your witness.

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

20 THE COURT: Yes, ma'am.

21 DIRECT EXAMINATION

22 BY MS. KERN-FULLER:

23 Q Mr. Brown, could you tell the Court where you live
24 please, sir?

25 A I live here in Anderson right off of Liberty Highway.

Brooks Brown - Direct examination
by Ms. Kern-Fuller

- 1 Q And what district of the county council is that in,
2 sir?
- 3 A One.
- 4 Q And just for the record, have you ever served in the
5 military, sir?
- 6 A Yes, I have. I was in the Navy.
- 7 Q And what was the nature of your discharge?
- 8 A Honorable under honorable conditions.
- 9 Q Now, Mr. Brown, are you here voluntarily today?
- 10 A No, ma'am, I was subpoenaed.
- 11 Q And would you have come to testify today had you not
12 been subpoenaed?
- 13 A No, ma'am.
- 14 Q Sir, have you ever been a candidate for county council
15 in Anderson County?
- 16 A Yes.
- 17 Q Can you tell the Court about your candidacy for county
18 council, what district, and party you ran under?
- 19 A Republican Party for District 1 on county council.
- 20 Q And who were your opponents, sir?
- 21 A McKay and Waldrep.
- 22 Q So, Raymond McKay and Bob Waldrep?
- 23 A Right.
- 24 Q Do you recall what year you ran for county council?
- 25 A 2008.

Brooks Brown - Direct examination
by Ms. Kern-Fuller

- 1 Q And did you succeed in your effort to win that seat on
2 county council?
- 3 A No, ma'am.
- 4 Q Do you recall if there was a run-off of the candidates?
- 5 A There was.
- 6 Q And who was the run-off between?
- 7 A Between Waldrep and McKay.
- 8 Q And as a candidate who did not proceed to the run-off,
9 did you put your support behind one of those candidates?
- 10 A I did.
- 11 Q Which candidate did you put your support behind?
- 12 A Bob Waldrep.
- 13 Q And after the run-off, who was the successful candidate
14 in that run-off?
- 15 A Bob Waldrep.
- 16 Q And as a result of Mr. Waldrep winning that, did you
17 attend any kind of celebratory function or party function
18 where Mr. Waldrep was at it?
- 19 A Yes, ma'am.
- 20 Q Who invited you to that function?
- 21 A Mr. Waldrep.
- 22 Q And what was that function?
- 23 A It was a barbecue.
- 24 Q Were there any other members of or incoming members of
25 county council at that barbecue?

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 A I believe they were all there.

2 Q And was Mr. Allen there?

3 A Yes.

4 Q And at this barbecue, did you have a conversation with
5 Mr. Allen?

6 A I did.

7 Q Now, I believe Mr. Waldrep testified that that barbecue
8 was somewhere after the run-off on June 24th and somewhere
9 between the July 4th holiday.

10 Is that your recollection of the timeframe?

11 A Yes, ma'am.

12 Q And what was the conversation that you had with Mr.
13 Allen at that barbecue?

14 A We got out of our cars and were walking up to the
15 clubhouse at Cobbs Glen where the function was taking place,
16 and he was just chuckling, and I said what's funny. He says
17 we've got your boy, and I said oh. He says yeah, we're
18 gonna give him an order that he can't follow, and then fire
19 him for insubordination.

20 Q And the boy he was talking about was Joey Preston?

21 A I assumed. He didn't say.

22 Q Was there any other person who was the county
23 administrator of Anderson County at that point other than
24 Mr. Preston?

25 A No.

Brooks Brown - Direct examination
by Ms. Kern-Fuller

- 1 Q Is Mr. Preston your boy?
- 2 A No.
- 3 Q Do you agree with Mr. Preston or did you agree with
- 4 Mr. Preston at that time when he was the county
- 5 administrator?
- 6 A Oh, I attacked him on a regular basis.
- 7 Q What about Ron Wilson?
- 8 Was Ron Wilson your friend?
- 9 A Oh, no.
- 10 Q Now, what after -- what did you do after you had this
- 11 exchange with Mr. Allen?
- 12 A Went inside and enjoyed the barbecue.
- 13 Q Did you tell anyone about this exchange you had with
- 14 Mr. Allen?
- 15 A After the barbecue, yes.
- 16 Q Who did you tell?
- 17 A Joey Preston.
- 18 Q And did -- what did Mr. Preston ask you to do as a
- 19 result of that?
- 20 A Put it down in writing.
- 21 Q And did you do that?
- 22 A I did.
- 23 Q Did you provide him with a copy of that written
- 24 statement?
- 25 A I did.

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 Q And after you provided Mr. Preston a copy of that
2 written statement, did you have any other conversations with
3 Mr. Allen---

4 A Yes.

5 Q ---about that comment?

6 A Yes.

7 Q Tell me about any subsequent conversations you had with
8 Mr. Allen about that comment.

9 A The statement was evidently brought up in the
10 courtroom, and at eight o'clock the next morning Mr. Allen
11 called my house and berated me for the better part of 15
12 minutes trying to get me to retract the statement.

13 Q Mr. Allen called you and tried you to get you to change
14 your testimony?

15 A Yes.

16 Q And what did you tell him when Mr. Allen called you and
17 tried to get you to change your testimony?

18 MR. TESSIER: Objection, Your Honor. There's no --
19 that was not the -- he's not saying anything about anybody's
20 testimony being changed. So, we got to clarify -- we're not
21 talking about sworn testimony, first of all. Simply some
22 statement that he says was made, and that was---

23 THE COURT: It was said in the courtroom is what I
24 heard, but I would ask to go back through that.

25 MS. KERN-FULLER: Yes, I'll be glad to, Your Honor.

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 Q Mr. Brown?

2 THE COURT: Just one second.

3 MS. KERN-FULLER: I'm sorry.

4 THE COURT: Let's, let's get all electronic devices
5 either off or out of the courtroom. Just one second. Let's
6 deal with that one.

7 MS. KERN-FULLER: Yes, Your Honor.

8 THE COURT: There's a standing order by our Supreme
9 Court banning those devices from the courtroom, and I am
10 required to enforce it.

11 Thank you, Mr. Bailiff, if you'll hold on to that for
12 me.

13 THE BAILIFF: All right, sir.

14 THE COURT: I'm sorry. We were interrupted.

15 MS. KERN-FULLER: I apologize, Your Honor.

16 THE COURT: And I think what we were talking about was
17 the foundation for whatever comments he made, Mr. Allen
18 apparently found out about, and called him about it. If
19 you'll go deeper into that so that I can deal with the
20 objection.

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

22 THE COURT: Thank you, ma'am.

23 Q Mr. Brown, I believe you testified that you went and
24 you provided a written statement and you gave that to
25 Mr. Preston, is that correct?

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 A Correct.

2 Q And at some point you discovered that that statement
3 was provided to the county's attorneys?

4 A No.

5 Q Okay. Tell me what happened after you provided the
6 statement to Mr. Preston's attorney or Mr. Preston.

7 A Somebody brought it up in one of the hearings.

8 Q Okay.

9 A And then Mr. Allen called me the next morning asking
10 was I aware of the statement being read and I was not. I
11 knew you had it, but didn't know when it may come up. And
12 then he asked me to retract it. I told him I would not, and
13 then we spent the next ten minutes or so -- he said well,
14 Lane somebody had brought it up and I said I don't know a
15 Lane, and he said well, it's Mr. Preston's attorney. I said
16 I still haven't met him. Never had a conversation with the
17 man, and he said well, he was going to launch an
18 investigation and get to the bottom of this.

19 Q So, the gentleman sitting here in the beige suit, have
20 you ever met this gentleman before in your life?

21 A No, ma'am.

22 Q So, you don't know if his name is Lane or not?

23 A No, ma'am.

24 Q And you would have no knowledge, other than what Mr.
25 Allen had told you, that Lane brought up anything in Court,

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 would you?

2 A Correct.

3 Q And what kind of investigation did Mr. Allen threaten
4 you with?

5 MR. TESSIER: Objection, Your Honor. She's, she's
6 putting a lot of words into what was said. There's no
7 statement about a threat of investigation.

8 THE COURT: Overruled. He said something about an
9 investigation. I'll let you put those words in his mouth.
10 You can ask the question.

11 Go ahead.

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

13 Q If I understood your testimony, Mr. Brown, what you
14 said when Mr. Allen called you and berated you that he said
15 he was gonna launch an investigation?

16 A Yes, ma'am.

17 Q What kind of investigation did Mr. Allen threaten to
18 launch?

19 A He just said he wanted to get to the bottom of it.

20 Q Was Mr. Allen on county council at that time?

21 A I do not believe so, no.

22 Q At the time that he called you to berate you, was he on
23 county council at that time?

24 A No.

25 Q Okay. And with regard to what you heard in this

Brooks Brown - Direct examination
by Ms. Kern-Fuller

1 conversation with Mr. Allen, are you absolutely sure what
2 you heard---

3 A Yes, ma'am.

4 Q ---tell him?

5 And you understood you're under oath today?

6 A Yes, ma'am.

7 Q And you understand the enormity of that oath, that
8 you're here to tell the truth?

9 A Yes, ma'am.

10 Q And that you can be subject to perjury if you don't?

11 A Uh-huh. (Affirmative).

12 Q I think that's all that I have, Mr. Brown. Apologize
13 for having to inconvenience you. Please answer any
14 questions the county's attorney has.

15 THE COURT: Mr. Tessier.

16 A Yes, ma'am.

17 THE COURT: Mr. Tessier.

18 CROSS-EXAMINATION

19 BY MR. TESSIER:

20 Q Morning, Mr. Brown. First of all, let me thank you for
21 your service in the Navy.

22 You talked about a statement that you said Mr. Allen
23 made to you at a party in 2008, isn't that right?

24 A That's correct.

25 Q And tell me if I'm wrong, but wasn't that party

Brooks Brown - Cross-examination
by Mr. Tessier

- 1 somewhere around July 4th of 2008?
- 2 A Around there, yes. I don't know the date.
- 3 Q Have you talked with Ms. Kern-Fuller about your
- 4 testimony here today at any point in time?
- 5 A Yes.
- 6 Q And Ms. Kern-Fuller is one of Mr. Preston's lawyers.
- 7 You know that right?
- 8 A Yes.
- 9 Q So, whether or not you spoke with Mr. Davis, you have
- 10 spoke with Ms. Kern-Fuller, correct?
- 11 A Correct.
- 12 Q You said that the statement Mr. Allen made was
- 13 something about we got your boy. That was the first thing
- 14 you said what he said.
- 15 Right?
- 16 A Correct.
- 17 Q And you also told us that Mr. Preston was not your boy,
- 18 right?
- 19 A Correct.
- 20 Q In fact, Mr. Preston's never been your boy?
- 21 A No.
- 22 Q And you've criticized him routinely?
- 23 A Yes.
- 24 Q Correct?
- 25 A True.

Brooks Brown - Cross-examination
by Mr. Tessier

1 Q And you said you assumed Mr. Allen was talking about
2 Mr. Preston when he said we got your boy, right?

3 A Correct.

4 Q So, you don't know who he was talking about, do you?

5 A He did not specify.

6 Q And the party you said was around the first part of
7 July of 2008, right?

8 A Correct.

9 Q And that's some six months before anyone who's elected
10 in the primaries, if you've survived in the primaries, it's
11 about six months before any such person would take office,
12 correct?

13 A True.

14 Q So, whatever might of been said by Mr. Allen in terms
15 of what he might do, you would agree with me that he's
16 talking about something he might do, if at all, after
17 January 1st, 2009, correct?

18 A That was my assumption, yes.

19 Q And wouldn't you agree there's no way for you or anyone
20 else to know what the new 2009 County Council would actually
21 do until they showed up and swore their oath, right?

22 A Only go by what I'm told.

23 Q Have you ever read Mr. Preston's master employment
24 agreement with Anderson County?

25 A No, sir, I have not.

Brooks Brown - Cross-examination
by Mr. Tessier

1 Q Do you have any idea what, within that agreement,
2 constitutes grounds for termination with cause?

3 A No, sir.

4 Q Do you have any idea what that contract provides with
5 respect to whether or not Mr. Preston, what happens to Mr.
6 Preston if he refuses to perform the duties of his office?

7 A No, sir.

8 Q Do you have any idea what -- well, let me ask you this,
9 I guess.

10 Are you, are you a lawyer?

11 A No.

12 Q Would you agree with me that you don't know what would
13 be a lawful versus an unlawful directive of Anderson County
14 Council directed to Mr. Preston?

15 A I have no way of knowing.

16 Q And, so, it's impossible for you to know if
17 Mr. Preston's given a lawful directive that he doesn't obey,
18 would that be a proper grounds for his termination?

19 You wouldn't know that?

20 A I would not know.

21 Q Your wife use to work for Anderson County, correct?

22 A Correct.

23 Q And for a while she worked at the museum?

24 A That's true.

25 Q And then, at some point, she was moved over to training

Brooks Brown - Cross-examination
by Mr. Tessier

1 for a position as a 9-1-1 dispatcher?

2 A Correct.

3 Q Ultimately, would you agree, that your wife was let go
4 by Anderson County?

5 A Yes, sir.

6 Q And that was sometime after 2008, right?

7 A Correct.

8 Q And when Anderson County terminated your wife's
9 employment, that was a blow to your family's income, wasn't
10 it?

11 A Yes.

12 Q And you are currently on disability?

13 A Correct.

14 Q And have been for sometime?

15 A (Witness nods affirmatively.)

16 Yes.

17 Q That's all I have.

18 MS. KERN-FULLER: Briefly, Your Honor.

19 THE COURT: Yes, ma'am.

20 REDIRECT EXAMINATION

21 BY MS. KERN-FULLER:

22 Q Mr. Brown, when was your wife's employment terminated
23 from Anderson County?

24 A May of 2009.

25 Q And, so, in July of 2008, when you gave this statement

Brooks Brown - Redirect examination
by Ms. Kern-Fuller

1 to Mr. Preston, was your wife working in Anderson County?

2 A Yes.

3 Q And Mr. Tessier asked you why -- whether Mr. Allen had
4 directly referred to Mr. Preston.

5 You contacted Mr. Preston about this comment, is that
6 correct?

7 A Yes, I did.

8 Q He didn't contact you, did he?

9 A No.

10 Q Why did you contact Mr. Preston about that comment?

11 A I don't like to see people getting blindsided. I just
12 thought it was the right thing to do.

13 Q And, so, you took the comment Mr. Allen made to be
14 about Mr. Preston, right?

15 A Yes.

16 Q Thank you. I have no further questions.

17 THE COURT: Mr. Tessier.

18 MR. TESSIER: No, Your Honor.

19 THE COURT: All right.

20 MR. TESSIER: We're happy to excuse the witness.

21 MS. KERN-FULLER: If we could please, Your Honor.

22 THE COURT: All right. Mr. Brown, I'm going to release
23 you from your subpoena at this point in time. I will
24 caution you, all the witnesses in this case are under a
25 sequestration order. That order requires that you not

1 discuss your testimony with anyone until such time as this
2 case has been ended.

3 You understand that, sir?

4 THE WITNESS: Yes, sir.

5 THE COURT: All right. You're free to go. Thank you
6 for coming.

7 THE WITNESS: Thank you.

8 THE COURT: All right. Court's gonna take about a five
9 to ten minute break.

10 Court will be in recess at this time.

11 Thank you.

12 (WHEREUPON, a short recess was taken at this time.)

13 THE COURT: Mr. Davis, are you ready to call your next
14 witness?

15 MR. DAVIS: I am. I'm missing one notebook.

16 THE COURT: All right. I've got a collection of your
17 notebooks here. If you would like some to recycle, I'll
18 certainly be glad to -- I think they all have exhibits that
19 I already have copies of.

20 MR. DAVIS: Your Honor, endeavoring to filibuster the
21 other side with all of my, with all of my notebooks.

22 All right.

23 THE COURT: While we're doing that, Mr. Tessier, could
24 you approach with Mr. Davis for just a second?

25 I want to take a little bit of your time.

Joey Preston - Direct examination
by Mr. Davis

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

2 MR. DAVIS: Your Honor, the defense calls Joey Preston
3 to the stand.

4 THE COURT: Come forward, sir.

5 JOEY PRESTON, being first duly
6 sworn, testified as follows:

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

10 THE WITNESS: Joey Preston. P-R-E-S-T-O-N.

11 THE COURT: Your witness, Mr. Davis.

12 MR. DAVIS: Your Honor, may I approach?

13 THE COURT: You may. Thank you.

14 MR. DAVIS: Your Honor, may I approach the witness?

15 THE COURT: Yes, you may. Thank you, Mr. Davis.

16 DIRECT EXAMINATION

17 BY MR. DAVIS:

18 Q Good morning, Mr. Preston. We've, we've met before.

19 I'd like to not rehash everything, but I would like to
20 just cover some issues that haven't come up about each of
21 the topics so far.

22 If you look in the notebook that I've handed to you,
23 Mr. Preston. First, if you could turn to the tab that's
24 marked Defense Exhibit 60.

25 A (Witness complies.)

Joey Preston - Direct examination
by Mr. Davis

1 Q Mr. Preston, what is Defense Exhibit 60?

2 A It's the job description for the Anderson County
3 Economic Development Director, Division Director.

4 Q Is this the position Heather Jones applied for?

5 A Yes, sir.

6 Q Can you turn to the page that is Bates numbered
7 Plaintiff 00796.

8 A (Witness complies.)

9 Q Does Defense Exhibit 60 reflect what tools and
10 equipment would be required underneath this position?

11 A Yes.

12 Q Is a motor vehicle listed?

13 A Yes.

14 Q Are you familiar with the allegations leveled against
15 you with respect to Heather Jones in this lawsuit?

16 A Yes.

17 Q Do those allegations include backdating regarding a
18 vehicle?

19 A Yes.

20 Q Do those allegations include backdating regarding
21 educational reimbursements?

22 A Yes.

23 Q And do those allegations include issues relating to
24 travel to Germany?

25 A Yes.

Joey Preston - Direct examination
by Mr. Davis

1 Q If you can turn to Defense Exhibit 61, Mr. Preston.

2 A (Witness complies.)

3 Q What is Defense Exhibit 61?

4 A It's the news release that Anderson County prepared
5 when we hired Heather Jones to be the economic development
6 director.

7 Q When is this news release dated?

8 A September the 20th, 2006.

9 Q Does this news release list Ms. Jones qualifications
10 and her affiliations?

11 A Yes.

12 Q Mr. Preston, do you recall an instance where, in the
13 time period after the execution of your severance agreement,
14 Ms. Jones contacted you about memorializing her SUV?

15 A Yes.

16 Q Tell the Court about what happened in relation to that
17 issue.

18 A If I remember correctly, there's a lot going on at that
19 particular time. Things were kind of extremely busy, and
20 she asked me, I believe, if I had put something in her file
21 concerning her vehicle, and I told her that, if I remembered
22 correctly, she had -- I had signed off on the, the email --
23 the, the list of her requirements in order to go to work for
24 Anderson County, and I attached that to her P.A.F., and I
25 sent it up to personnel and told her to go look there and to

Joey Preston - Direct examination
by Mr. Davis

1 find it.

2 Q Okay. Let's go back.

3 Do you recall a conversation with Ms. Jones before she
4 came to work with Anderson County?

5 A Yes.

6 Q Were the benefits Ms. Jones -- were the benefits
7 discussed -- were the benefits offered to Ms. Jones
8 discussed during those conversations?

9 A Absolutely.

10 Q Do you recall whether Ms. Jones ever memorialized what
11 those benefits that were offered to her were?

12 A She did.

13 Q How did she do that?

14 A In a, in a memo.

15 Q In a memo.

16 And how did she deliver that memo to you?

17 A I believe it was in an email.

18 Q Mr. Preston, can you turn to Defense Exhibit 62?

19 A (Witness complies.)

20 Q What is this document?

21 A It is Heather Jones resume.

22 Q In your view, in the time period of the Fall of six --
23 Fall of 2006, was Ms. Jones a qualified candidate?

24 A Absolutely. One of the most qualified in the state.

25 Q Did she have impressive credentials?

Joey Preston - Direct examination
by Mr. Davis

1 A She did.

2 Q Are those credentials reflected on Defense Exhibit 62?

3 A Yes.

4 Q Was Ms. Jones someone you were interested in luring to
5 Anderson County?

6 A Yes.

7 Q Why?

8 A Well, Anderson's kind of rough on their economic
9 development directors, and to have someone of her quality be
10 interested in the position, she expressed interest, and when
11 I talked with her, I, I was impressed with her and I felt
12 like she'd be a good fit. I think she -- at that time I
13 only had, I believe -- there's only, there's only one female
14 assistant division head within the county system, and she
15 was very qualified. She had contacts all across the State
16 of South Carolina. Primarily with the Department of
17 Commerce. And she had been pretty successful in the
18 places -- different places that she had worked, and I felt
19 like she'd be a good fit for us.

20 Q When Ms. Jones first applied, what, if any, promises
21 were made to her with respect to the use of a vehicle?

22 A Absolutely. She, she required a vehicle. Even,
23 even -- she even specified really the type of vehicle she
24 needed, the type of SUV in order to transport prospects.

25 Q Did you agree?

Joey Preston - Direct examination
by Mr. Davis

1 A Yes, I did.

2 Q What, if any, promises were made to Ms. Jones about
3 educational reimbursements?

4 A That, that was pretty standard, you know, for a
5 division director. But she, she requested that there be
6 monies, money in the budget for, for education purposes for
7 her. She wanted to continue her education, and that's
8 important too within that field too because economic
9 development directors are continuously trying to keep their,
10 their certificates up and to keep, you know, keep to -- keep
11 being educated in their, their field.

12 Q Was this back in the Fall of 2006?

13 A Yes.

14 Q Mr. Preston, can you turn to Defense Exhibit 63?

15 A All right.

16 Q What is this document?

17 A It's an email from Heather Jones to me. It comes from
18 her, her private personal email address. It's---

19 Q When is it dated?

20 A September the 7th, 2006.

21 Q Does this email reference a summary of her job
22 offering?

23 A Yes, it does.

24 Q Do you recall receiving a summary of, of the job
25 offering from Heather Jones?

Joey Preston - Direct examination
by Mr. Davis

- 1 A I did.
- 2 Q was that summary the one you forwarded to personnel?
- 3 A That's right.
- 4 Q Was it intended by you to be included in her personnel
- 5 file?
- 6 A Yes.
- 7 Q Mr. Preston, is there an attachment to Defense Exhibit
- 8 63?
- 9 A No.
- 10 Q Mr. Preston, can you also now turn to Defense Exhibit
- 11 64?
- 12 A (Witness complies.)
- 13 Q Does Defense Exhibit -- well, first of all, what is
- 14 Defense Exhibit 64?
- 15 A That's an email from Heather Jones dated September the
- 16 14th, 2006, to me and the subject matter is touching base.
- 17 Q Does Defense Exhibit 64 also reference an attachment
- 18 that Heather Jones sent to you?
- 19 A Yes.
- 20 Q To your knowledge, has the county ever produced the
- 21 attachment to you during this lawsuit?
- 22 A No.
- 23 Q Mr. Preston, if you could turn to Defense Exhibit 65?
- 24 A (Witness complies.)
- 25 Q And my question here is, to your knowledge, did Heather

Joey Preston - Direct examination
by Mr. Davis

1 Jones ever receive educational reimbursements from Anderson
2 County?

3 A No, she did not.

4 Q Is that consistent with what is reflected by Defense
5 Exhibit 65?

6 A Yes.

7 Q With respect to the memoranda that you initialed for
8 Ms. Jones in 2008, what new employment benefits were
9 conferred upon her?

10 A None.

11 Q What material benefits were conferred upon Ms. Jones by
12 the execution of those memoranda?

13 A Nothing new other than what I had already promised her
14 in her, in her original employment---

15 Q Were those---

16 A ---agreement.

17 Q ---memorandum memorializations of what occurred back in
18 '06?

19 A That's true.

20 Q Mr. Preston, can you look at Defense Exhibit 66 for me,
21 and I'm not really interested in the first couple pages.

22 A (Witness complies.)

23 Q What I'm really interested in is the one Bates stamped
24 Plaintiff 02214, and the, and the page directly off of that.

25 Mr. Preston, do you recall, in December of 2006,

Joey Preston - Direct examination
by Mr. Davis

- 1 whether the county purchased a vehicle for Ms. Jones?
- 2 A Yes.
- 3 Q If you turn the page and look at the next page.
- 4 A (Witness complies.)
- 5 Q Does that appear to be an invoice?
- 6 A Yes, it does.
- 7 Q What is the invoice for?
- 8 A A Yukon XL.
- 9 Q When is it dated?
- 10 A 12/5/2006.
- 11 Q Turn back.
- 12 What is on Plaintiff's 02214?
- 13 A It is an Anderson County check made out to Performance
- 14 Chevrolet.
- 15 Q Was this check and this invoice for Ms. Jones vehicle?
- 16 A Yes.
- 17 Q From 2006 forward, is it your understanding Ms. Jones
- 18 had a vehicle from the county?
- 19 A That's true.
- 20 Q Do you know whether she used it during that period of
- 21 time?
- 22 A She did.
- 23 Q Did she use it consistently from that time?
- 24 A Oh, yes.
- 25 Q Do you know whether she used a vehicle before, during,

Joey Preston - Direct examination
by Mr. Davis

1 and after your tenure as county administrator?

2 A She did.

3 Q In fact, if you look at Defense Exhibit 137 for me,
4 Mr. Preston.

5 A (Witness complies.)

6 Q What is this document?

7 A It's a fuel master transaction report for -- it looks
8 like gasoline being used for the vehicle assigned to Ms.
9 Jones.

10 Q For the vehicle assigned to whom?

11 A Heather Jones.

12 Q And does it go through the gas purchases by Ms. Jones
13 from all the way back in '07 straight through until July of
14 2009?

15 A Yes, it does.

16 Q To your knowledge, Mr. Preston, with respect to Ms.
17 Jones request to travel to Germany, do you know whether she
18 ever went?

19 A No, she did not go.

20 Q When you responded to her about her email that's in the
21 report, what was going through your mind?

22 A There was a lot going on with the county at that time,
23 and I was trying to close-out. And, and when she contacted
24 me, I -- and asked me for these items, I didn't think too
25 much about it. I mean I -- there's more important things on

Joey Preston - Direct examination
by Mr. Davis

1 my mind at that time, and I just asked her to memorialize
2 it, and if I had it to do over now, I probably would of done
3 it differently, but I didn't think about it at that time.

4 Q Do you know whether you ever actually signed off on the
5 travel memo to Germany?

6 A No, I don't, I don't think I did.

7 Q Was it your understanding Ms. Jones was asking you to
8 use existing budgeted funds?

9 A Yes, it was.

10 Q Was her potential travel going to cost the county
11 anymore than it had already budgeted?

12 A No, and she still would of had to have gotten approval
13 from the incoming administrator.

14 Q Would she still of had to gone back and gotten Michael
15 Cunningham's---

16 A That's correct.

17 Q ---approval?

18 A Yes.

19 MR. DAVIS: May I approach, Your Honor?

20 THE COURT: You may.

21 MR. DAVIS: May I approach the witness?

22 THE COURT: Yes, sir.

23 Q Mr. Preston, before we go into the second exhibit
24 notebook, do you recall testimony from Ms. Wilson about
25 certain reimbursements she said you denied?

Joey Preston - Direct examination
by Mr. Davis

1 A Yes, I do.

2 Q What were those reimbursements?

3 A She had submitted a formal freedom of information
4 request to the county, and those requests were turned over
5 to the county attorney. The county had a formal policy at
6 that time, and I still believe they, they still do. And
7 that policy, as a result of or as a requirement of because
8 of the way she had submitted that FOI request, required that
9 she pay for those materials, and because it took a lot of
10 time and effort to compare those documents.

11 If I remember right, she -- the total amount of time
12 and cost that went into that that was calculated by the
13 finance department, along with the county attorney, was a
14 little better than \$700. And the -- that invoice, along
15 with a copy of the letter I think from the county attorney
16 was, was sent to her, and she had to pay that \$700 in order
17 to receive those, those materials because of the way she
18 went about asking for them at that time.

19 And then later she came back, after she had paid that
20 money, and received those materials and requested that that
21 money be reimbursed to her, and it was not reimbursed to her
22 because of the way she had gone about it, and the county
23 attorney advised that I not reimburse it to her. But I
24 think, maybe later on, the county did do it, but I'm not
25 absolutely certain about that. That was not for travel.

Joey Preston - Direct examination
by Mr. Davis

1 Q Was there ever a time when travel reimbursements for a
2 county council member concerned you?

3 A No, council members, they could travel whenever they
4 wanted to. Well, one time did I have to say -- I think --
5 yes, it was one time that I got clarification on them, and
6 then it wasn't a problem after that.

7 Q Okay. Can you explain for Judge Couch what happened in
8 that one instance?

9 A The finance department had -- they were reading
10 documents and flagged a particular I think item that she had
11 submitted, Cindy Wilson submitted concerning a travel to a
12 political event. I'm not -- I don't recall exactly how it
13 was worded, but it was enough to get their attention, and it
14 was brought to my attention, and then I didn't know what to
15 do with it at the time. I never had one submitted to me
16 like that before. So, I hadn't ever seen anything like that
17 before.

18 So, I sent it to the county attorney, had him review
19 it. It was Tom Martin with the McNair Law Firm at the time,
20 and he told me that I had to approve it, that I didn't have
21 a choice in the matter because it was not my job to govern
22 or regulate the county council members, and they, they did
23 that on their own, and that I needed to sign off on it.

24 I then, as a result of that, I contacted my external
25 auditors and made them aware of the situation and asked what

Joey Preston - Direct examination
by Mr. Davis

1 they thought about that, and they, they, they said I had to
2 sign off on it too.

3 Q Does the county administrator serve as some sort of
4 safety valve to insure that the county council members abide
5 by the State Ethics Act?

6 A No.

7 Q Does the county administrator serve as some sort of
8 safety valve to insure that the county, the county council
9 members abide by Anderson County ordinances?

10 A No.

11 Q Does the county council work for the administrator or
12 does the county administrator work for the county council?

13 A The administrator works for the council.

14 Q Mr. Preston, there has been some discussion during this
15 case about a real estate commission received by Bill McAbee.
16 Do you recall hearing that testimony?

17 A Yes.

18 Q What happened in that instance?

19 A I really don't know a lot about it other than it had to
20 do with a land sale I believe down in Belton, and Mr.
21 McAbee, I think he asked for and received an ethnics opinion
22 regarding that, and because of his affiliation, I believe,
23 with Allison Properties, he recused himself from a, a
24 particular vote. I remember him, at a meeting, standing up
25 and, and making the council aware of that, and that he left

Joey Preston - Direct examination
by Mr. Davis

1 the room, and they voted on whatever ordinance they were
2 voting on or whatever resolution they were voting on that
3 night. That's all I know about it.

4 Q Is that the sum total of your knowledge about that
5 issue?

6 A Yes.

7 Q Do you remember the date of that check?

8 A I do not.

9 MR. DAVIS: Your Honor, may I approach?

10 THE COURT: You may.

11 Q Mr. Preston, I'm gonna show you what has been marked as
12 Plaintiff's Exhibit 60.

13 Does Plaintiff's Exhibit 60 reflect a date?

14 A April the 23rd, 2008.

15 Q The question I have for you is rather simple,
16 Mr. Preston.

17 what relationship does a real estate commission earned
18 by Mr. McAbee in April of 2008 have with respect to an
19 employment dispute you had with the county that did not
20 arise until the 25th of 2008?

21 A There is, there is no relationship.

22 Q what relationship exists between the travel
23 reimbursements that Mr. McAbee received from the county and
24 your severance agreement, sir?

25 A There is no relationship.

Joey Preston - Direct examination
by Mr. Davis

1 Q Does one have anything to do with the other?

2 A Absolutely not.

3 Q Is there any bearing between the travel reimbursements
4 and your severance agreement?

5 A No.

6 Q Is there any bearing between the real estate commission
7 that Mr. McAbee received seven months earlier and your
8 severance agreement?

9 A No.

10 Q Mr. Preston, there was some testimony by a witness
11 named Kelly Nichols, and what I'd like to ask you about,
12 very specifically, is her testimony about the votes on your
13 severance agreement.

14 What, if any, conversations do you recall having with
15 Kelly Nichols regarding potential votes on your severance
16 agreement?

17 A I don't recall having any, any conversation with her
18 about the votes on my severance agreement. During that
19 period of time, I don't know that I ever really had much to
20 do with her through that time period. If I had of had any
21 kind of conversation with her, it would of been the result
22 of whatever my -- I was talking to my attorney about. But I
23 had no -- I had no idea what they were gonna do.

24 Q Who is your attorney?

25 A Rob Hoskins.

Joey Preston - Direct examination
by Mr. Davis

- 1 Q Hoskins?
- 2 A Yeah, I can't remember his name.
- 3 Q And who was the county's attorney?
- 4 A Tom Bright.
- 5 Q Do you recall whether they were actively engaging in
- 6 negotiations about the terms of the severance agreement?
- 7 A They were.
- 8 Q would Mr. Hoskins report information back to you?
- 9 A Yes.
- 10 Q In this time period, it's true, is it not, that you
- 11 knew they were two votes against you?
- 12 A I knew they were always two votes against me. So, yes.
- 13 Q whose votes were they?
- 14 A Bob Waldrep and Cindy Wilson.
- 15 Q Could you, during this time period, be pretty certain
- 16 there would be votes against you from those two?
- 17 A Yes, unless a miracle happened.
- 18 Q Mr. Preston, what, if anything, did you pursue to try
- 19 to ensure certain county council members voted in favor of
- 20 your severance agreement?
- 21 A I didn't do anything.
- 22 Q what conversations did you have with them?
- 23 A I didn't have any conversations with them.
- 24 Q what, what attempts did you make to persuade them?
- 25 A None. We didn't have any -- I didn't try to persuade

Joey Preston - Direct examination
by Mr. Davis

1 them at all.

2 Q Mr. Greer referenced a conversation with you.

3 what do you recall about that?

4 A Mr. Greer says he talked with me about it. I don't
5 recall that a conversation I had with him about it. If we
6 had talked about anything of any substance I would remember.
7 I'm sure we would too. Mr. Greer's got a very good memory,
8 but I don't recall having any detailed conversations about
9 it. If we had talked about anything -- I do, I do remember
10 Ms. Davis contacting me and even Ms. Humphries contacting me
11 and telling me that Mr. Greer was seeking the information
12 concerning the value of my contract. That, that could of
13 been that.

14 Q would council members routinely contact you if they
15 were going to contact employees of the county?

16 A Yes, they did.

17 Q was Ms. Humphries an employee of the county?

18 A Yes.

19 Q was Ms. Davis an employee of the county?

20 A Yes.

21 Q During the course of this trial, did you have an
22 opportunity to learn that Mr. Greer contacted both of them?

23 A Yes.

24 Q would it have been normal and customary for Mr. Greer
25 to alert you to the fact that he was contacting them?

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by Mr. Davis

1 A It would of been, yes.

2 Q Mr. Preston, in the next notebook, will you turn to
3 Defense Exhibit 108, and specifically the second page of
4 that?

5 A (Witness complies.)

6 Q Do you recall a time when Mr. Thompson contacted you
7 about employment with the county?

8 A Yes, sir, I do.

9 Q Can you tell Judge Couch when he first contacted you?

10 A Judge, it was probably towards the end of
11 February 1st, first, first of March of '08.

12 Q What did that conversation entail?

13 A Michael came in and he was talking to me about --
14 expressing concern over whether or not he was gonna run for
15 county council again, and I, I had a brief conversation with
16 him about that. Encouraged him to. I thought that he, you
17 know, gave him some encouragement. He, he seemed like he
18 was a little bit down. I tried to make him feel a little
19 bit better about the prospects of it. I think he was kind
20 of tired too of it all at the time.

21 And he asked me -- he said he really wanted to go to
22 work for the county, and he asked me if I would consider
23 hiring him if, at the end of his term, if he didn't get
24 reelected, and I told him I would.

25 Q Now, let's look at what's been Bates numbered as

Joey Preston - Direct examination
by Mr. Davis

- 1 Plaintiff's 08079, and it's in Defense Exhibit 108.
- 2 Do you recognize this document?
- 3 A It's Michael Thompson's resume.
- 4 Q And what credentials do you recall Michael Thompson as
- 5 having?
- 6 A He has an M.B.A. You know, of course, an Associate's
- 7 and a Bachelor's Degree.
- 8 Q And what work history did he have?
- 9 A He was the -- in charge of purchasing at Bosch for a
- 10 period of time.
- 11 Q And do you recall whether Mr. Thompson managed a
- 12 securities portfolio---
- 13 A Yes.
- 14 Q ---or commodities portfolio?
- 15 A Commodities.
- 16 Q And what was the size of that portfolio?
- 17 A Fifty-five million-dollars.
- 18 Q Do you know whether Mr. Thompson had a background in
- 19 real estate?
- 20 A Yes, he did.
- 21 Q And based upon those credentials, as the county
- 22 administrator, could you tell Mr. Thompson, in the Spring of
- 23 2008 with a fair degree of certainty, whether he would get a
- 24 job with the county?
- 25 A Absolutely.

Joey Preston - Direct examination
by Mr. Davis

1 Q Why?

2 A Because he was qualified. He's, he's qualified, more
3 qualified than probably 95 to 98 percent of the employees
4 that we had working for the county at that time. Certainly
5 qualified than -- more qualified than many of the management
6 team.

7 Q What percentage of county employees have a master's
8 degree or had a master's degree while you were the county
9 administrator?

10 A I can't answer that specifically, but I do -- I know it
11 was less than 5 percent.

12 Q And out of the applicant pool for potential position,
13 what percentage of the applicant pool had master's degrees
14 or higher?

15 A Probably less than one percent.

16 Q Is it fair to say, in the Spring of 2008 then, you
17 could forecast a position would be available for Mr.
18 Thompson?

19 A Yes.

20 Q Mr. Preston, could you look at Plaintiff's Exhibit 37
21 for me?

22 A (Witness complies.)

23 Q Before we talk about this exhibit, I'd like to ask you
24 a question.

25 Who is Adrian Hicks?

Joey Preston - Direct examination
by Mr. Davis

- 1 A Adrian was a buyer in the, in the purchasing
2 department, which was part of the central services division.
3 Q What was her maiden name?
4 A Hicks I believe.
5 Q Did she later marry?
6 A I believe so, yes, sir.
7 Q What was her married name?
8 I got that backwards.
9 A Williams.
10 Q Can you look at Exhibit 7 for me and tell Judge Couch
11 what this document is?
12 A It's a job advertisement for the assistant purchasing
13 manager's job, judge.
14 Q Do you recall who eventually obtained this job?
15 A Adrian Williams.
16 Q And does that -- does exhibit, Plaintiff's Exhibit 37,
17 in effect, reference Adrian Williams on its face?
18 A Yes, it does.
19 Q Do you recall whether Michael Thompson also applied for
20 this position that was advertised for the first time on
21 August 5th of 2008?
22 A He did.
23 Q What did you tell him?
24 A I told him that we were gonna promote from within.
25 Adrian had been in that department for a long time and that

Joey Preston - Direct examination
by Mr. Davis

1 she was very qualified for the position, and that the
2 division director and I had discussed that, and we felt like
3 she would be the best candidate for the position.

4 Q Do you recall what position Adrian Hicks-Williams
5 previously had?

6 A She was either a Buyer 1 or a Buyer II.

7 Q And at the point in time when Michael Thompson was
8 seeking further employment with the county, was he
9 considered an employee for purposes of the county?

10 A Yes, he was.

11 Q What difference would that make with respect to his
12 hiring?

13 A Well, it would be a transfer. I mean we would handle
14 him like any other elected official that either was defeated
15 in office or went to work for the county or any other. It
16 didn't matter if it was a county council member or a
17 statutory officer. It's a transfer.

18 Q Mr. Preston, when it says, on Plaintiff's Exhibit 37,
19 per Robert, close-out, 8/29/08, do you know what that means?

20 A No, I don't. I'm assuming per Robert is Robert Carroll
21 who is the division director who would of been the one who
22 would of been her immediate supervisor.

23 Q What would close-out refer to?

24 A I assume it would mean that the job was closed out at
25 that time.

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by Mr. Davis

- 1 Q On Page 2 of Exhibit 37, does Mr. Thompson's name
2 appear, appear somewhere?
- 3 A No, I do not see that -- see his name on this report.
- 4 Q If you can look at Plaintiff's Exhibit 41 for me.
- 5 A (Witness complies.)
- 6 Q Do you recall whether Michael Thompson applied for the
7 Buyer I position reflected in Plaintiff's Exhibit 41?
- 8 A Yes, he did.
- 9 Q And can you look at Plaintiff's Exhibit 42 for me also?
- 10 A (Witness complies.)
- 11 Q What does Plaintiff's Exhibit 42 reflect?
- 12 A A Buyer II position.
- 13 Q And is the Buyer II position a higher or lower position
14 than the Buyer I position we look at in Plaintiff's Exhibit
15 41?
- 16 A It's a, it's a higher position.
- 17 Q And does the Buyer II ad in Plaintiff's Exhibit 42
18 reflect an applicant?
- 19 A Yes, it does.
- 20 Q How many?
- 21 A One.
- 22 Q Is that consistent with the treatment of Mr. Thompson
23 as a transfer?
- 24 A Yes, it does. Yes.
- 25 Q When you treat a position and an employee as a

Joey Preston - Direct examination
by Mr. Davis

1 transfer, is the ad opened up to the public?

2 A They can be, but they don't have to be.

3 Q Mr. Preston, if you could look at Defense Exhibit 10
4 for me.

5 A (Witness complies.)

6 Q The question about Defense Exhibit 10, take a minute to
7 look at it.

8 A (Witness complies.)

9 Q What is it?

10 A It's a copy of a check to Michael Thompson for training
11 along with a copy of the advanced travel request form that
12 was submitted by Mr. Thompson. It appears to be a copy
13 approved in finance and one that I would of signed off on
14 along with a detail of the, of the courses, the course work
15 that he was taking.

16 Q Okay. And when did you say this was dated?

17 A I see the approval date or the date, but my signature
18 the date of -- that's the request date of 9/23/08. The date
19 of departure, 9/26/08, and date of return, 9/28/08. I'm
20 sorry. September the 24th, '08. I see it now.

21 Q To your recollection, was Michael Thompson receiving
22 training for these appraisal issues back in September of
23 '08?

24 A He was.

25 Q And if you can look at Defense Exhibit 11 for me?

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by Mr. Davis

1 A I don't have, I don't have an 11.

2 Q Uh, oh.

3 well---

4 A I mean you probably have it here. It's just not
5 tabbed.

6 MR. DAVIS: May I approach, Your Honor?

7 THE COURT: You may.

8 Q Sorry about that, Mr. Preston. Sometimes when you work
9 late at night you forget dividers.

10 what does Defense Exhibit 11 reflect?

11 A It's a copy of a reimbursement check to Michael
12 Thompson along with a travel request, Anderson County travel
13 request, and a detail of the course work that he was taking.

14 Q And do those documents further reflect that Michael
15 Thompson was taking appraisal courses all the way back in
16 September of 2008?

17 A Yes.

18 Q And Defense Exhibit 12 is the same questioning.

19 Are these more training reimbursements from September
20 of 2008?

21 A Yes.

22 Q A couple questions.

23 First of all, what do you recall about why Michael
24 Thompson was taking these courses?

25 A well, Michael -- originally, when we discussed the

Joey Preston - Direct examination
by Mr. Davis

1 position with the county, he was interested in, in a
2 position in the Assessor's Office, and we had, we had a
3 pretty long detailed conversation about that, and I
4 encouraged him to take, take some of the classes that the
5 new employees would take that, you know, could work for the
6 Assessor's Office.

7 He, he agreed to do that. That's pretty much it. But
8 he, he enjoyed this kind of work, and I, or this type of
9 thing, and I thought it could be -- proved to be beneficial
10 to him.

11 Q How long have you been the or how long were you county
12 administrator rather?

13 A In Anderson?

14 Q Yes, sir.

15 A Since 1996.

16 Q And before that, how many years were you a county
17 administrator?

18 A About ten years. Ten, eleven years.

19 Q In your experience, would those appraisal courses help
20 Mr. Thompson with respect to his position as a county
21 council member?

22 A They would of.

23 Q Can you explain to Judge Couch why?

24 A Judge, county council members are responsible for
25 appointing the board of assessing, of assessing appeals, and

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by Mr. Davis

1 that often can be a pretty controversial activity of us with
2 people appealing their property taxes or their assessed
3 values, and then they'll go before this board, and that
4 board is appointed by, by the individual county council
5 members.

6 And for him to understand this process certainly would
7 of been a benefit to the, to the rest of the county council,
8 and I'm sure because probably very few of them, even
9 probably this current council today, can probably tell
10 you -- can't tell you too much about what they do.

11 That's one instance -- that's one way it would be
12 beneficial to him. I mean that was pretty obvious to me. I
13 didn't get into any detail with him about that. But I kind
14 of figured he, he understood that.

15 The other is, is, like Mr. Allen knows, the county
16 council is very involved in developing the, the proposed
17 budget, and they're involved in working with finance staff,
18 county auditor's office, the treasurer's office in trying to
19 develop the revenues for the county. Specifically, tax
20 revenues.

21 And from 1996, I know all the way up until the time I
22 left, there's a lot of legislation, a lot of things that
23 were changing within, within state government and how
24 assessed values were, were being looked at and considered.
25 There's -- it was a constant moving target that we had to

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by Mr. Davis

1 stay on top of, and to have, you know, a county council
2 member that really truly understood the value of a mill, and
3 how one, how one is calculated, that, that would be
4 beneficial, and, you know, it doesn't take a rocket
5 scientist to figure out that, you know, these types of
6 classes would be good for any county council member to take.
7 I wish they all would had taken them.

8 Q Now, was your intention that Michael Thompson would be
9 transferred into the Buyer II position?

10 A It -- yes, it became that, yes.

11 Q And what benefit, if any, would the training have been
12 with respect to the Buyer II position?

13 A It would of had a lot to do with it. There are
14 individuals that work within the transportation division
15 that deals with rights of way accusations, but that's no one
16 in the county anywhere that dealt with or that completely
17 understood the property, or what the exception of the county
18 tax assessor, understanding the importance of knowing the
19 value of property when it become time to buy property.

20 The county was always involved in acquiring property.
21 Always. It's a constant thing and probably even, even today
22 we have several transactions during the year. To have
23 someone in purchasing would of been very beneficial
24 especially with a real estate background.

25 Q At the time when you signed off on the pre-approval

Joey Preston - Direct examination
by Mr. Davis

1 from Mr. Thompson's appraisal training, was it your
2 expectation that he would fill the Buyer II position?

3 A Yes.

4 Q At that point in time, had he already completed half of
5 the courses?

6 A Yes, he had.

7 Q Were those the courses we saw back in September that we
8 just looked at?

9 A Yes.

10 Q I'd like you to turn back for me to Plaintiff's Exhibit
11 37, and I would like to ask you a question about Plaintiff's
12 Exhibit 37 with respect to how it interplays with Plaintiff
13 Exhibit 42.

14 A Okay.

15 Q My question is this.

16 Assuming the purchasing, assistant purchasing manager
17 position closed out on August 29th of 2008, do you recall
18 why the Buyer II position in Plaintiff's Exhibit 42 wasn't
19 posted until November?

20 A No, I don't. I don't know why.

21 Q Was that uncommon for that type of lag between
22 positions?

23 A No.

24 MR. DAVIS: Excuse me one moment, Your Honor.

25 THE COURT: Yes, sir.

Joey Preston - Direct examination
by Mr. Davis

1 MR. DAVIS: I'm trying to find one witness or one
2 exhibit I neglected to include, which is a very important
3 one.

4 (Pause.)

5 MR. DAVIS: May I approach the witness, Your Honor?

6 THE COURT: You may.

7 Q Mr. Preston, I just handed you Plaintiff's Exhibit 91.
8 What is this document?

9 A It's my personal financial statement.

10 Q Does this personal financial statement fairly and
11 accurately reflect your current financial status?

12 A Yes, sir, it does.

13 Q Is your financial status either the same or worse than
14 what is, what is reflected in Plaintiff's Exhibit 91?

15 A It's worse.

16 Q Do you currently have the ability to repay severance
17 agreement monies if this contract were rescinded?

18 A No, I do not.

19 MR. DAVIS: May I approach, Your Honor?

20 THE COURT: You may, yes, sir.

21 MR. DAVIS: May I approach the witness, Your Honor?

22 THE COURT: Yes, sir, you may.

23 Q Mr. Preston, if you would, will you turn to the tab
24 that's Plaintiff's Exhibit 7?

25 A (Witness complies.)

Joey Preston - Direct examination
by Mr. Davis

- 1 Q What is this document?
- 2 A It's the severance agreement and release of claims.
- 3 Q Can you turn to Page 3 of that agreement for me?
- 4 A (Witness complies.)
- 5 Q Does Paragraph 8 contain the covenant not to sue?
- 6 A Yes, it does.
- 7 Q Can you read Paragraph 8 into the record for me?
- 8 A The county agrees and hereby covenants irrevocably
- 9 never to make any claim or demand or commerce, cause, or
- 10 permit to be instituted or prosecuted any claim, charge,
- 11 proceeding, or action at law, or in equity, against Mr.
- 12 Preston, his heirs, legal representatives, or assigns, by
- 13 reason of any claim, demand, or cause of action which the
- 14 county may now have or may here and after acquire relating
- 15 to Mr. Preston's employment with the county or his actions
- 16 as an employee on behalf of the county. Expressly
- 17 including, but not limited to all actions taken by Mr.
- 18 Preston in the scope and course of his employment as county
- 19 administrator.
- 20 Q Is it your understanding, Mr. Preston, that the county
- 21 has made allegations against you arising out of your
- 22 employment as county administrator?
- 23 A Yes.
- 24 Q Do those allegations, in part, relate to the Palmetto
- 25 Agricultural Consultants contract?

Joey Preston - Direct examination
by Mr. Davis

1 A Yes.

2 Q Do they relate, in part, to allegations relating to Mr.
3 McAbee's travel reimbursement?

4 A They do.

5 Q Do they relate, in part, to the commission received by
6 Mr. McAbee?

7 A They do.

8 Q Do they relate, in part, to memoranda initialed by you
9 for Heather Jones?

10 A They do.

11 Q Do they relate, in part, to promising Mr. Thompson a
12 job in your role as county administrator?

13 A They do.

14 Q Do all -- did all of these things occur during your
15 tenure as the county administrator?

16 A They did.

17 Q Is it your understanding the county alleges that you
18 broke your fiduciary obligation to the county with respect
19 to the allegations contained in the amended complaint?

20 A Yes.

21 Q Were those fiduciary obligations that only would have
22 arisen in your capacity as county administrator?

23 A That's true.

24 Q As a private citizen, would you owe the county
25 fiduciary obligations?

Joey Preston - Direct examination
by Mr. Davis

- 1 A No.
- 2 Q Has the county alleged that you, that you committed
3 fraud for failing to disclose certain facts that it contends
4 you had a duty to disclose because of your position as a
5 county administrator?
- 6 A Yes.
- 7 Q Has the county, in your view, Mr. Preston, breached the
8 plain language of Paragraph 8?
- 9 A Absolutely.
- 10 Q If you can turn to Defense Exhibit 37?
- 11 A (Witness complies.)
- 12 Q Mr. Preston, have you incurred costs and attorney fees
13 defending yourself in this action?
- 14 A I have.
- 15 Q What is Defense Exhibit 37?
- 16 A It is a cover letter and contract.
- 17 Q Is it a retainer agreement?
- 18 A It's a retainer agreement between Nelson Mullins and
19 myself.
- 20 Q When is it dated?
- 21 A December the 3rd, 2009.
- 22 Q Does this retainer agreement have two component pieces
23 with respect to payment of attorney fees?
- 24 A It does.
- 25 Q What is the first component?

Joey Preston - Direct examination
by Mr. Davis

- 1 A The first component is a fee of \$150,000 plus costs.
- 2 Q Is that or was that amount intended to be paid in in
- 3 installments over time?
- 4 A Yes, sir, over a period of time.
- 5 Q What is the second component?
- 6 A A contingency component.
- 7 Q And what is the amount of that contingency?
- 8 A \$300,000.
- 9 Q Is it 300 and 350?
- 10 A I'm sorry. 350, yes, sir.
- 11 Q Does the retainer agreement indicate when the
- 12 contingency fee would be applicable?
- 13 A At the completion of the, of the matter.
- 14 Q Will you turn to Page 3 for me?
- 15 A Page 3?
- 16 Q Page 2.
- 17 A Two.
- 18 Okay.
- 19 Q Okay. Does the fourth bullet point address the
- 20 contingency fee?
- 21 A It does.
- 22 Q Does it indicate when the contingency fee would apply?
- 23 A In the event we were successful.
- 24 Q And it says if awarded and collected, correct?
- 25 A Correct.

Joey Preston - Direct examination
by Mr. Davis

- 1 Q Can you turn to the very end of this agreement and the
2 second page from the back?
- 3 A (Witness complies.)
- 4 Q Is there a second addendum?
- 5 A Yes.
- 6 Q Does it define what the term awarded and collected will
7 mean?
- 8 A It does.
- 9 Q What does it say?
- 10 A For the purposes of this agreement, awarded and
11 collected shall mean client has prevailed by the way of
12 summary judgment or defense verdict thereby avoiding
13 repayment of severance monies or client has obtained a net
14 recovery in excess of amounts owed to the plaintiff in the
15 event of an adverse outcome.
- 16 Q Now, Mr. Preston, this is sort of an unusual retainer
17 agreement, don't you think?
- 18 A Yes.
- 19 Q Why was it structured as this way?
20 Do you recall?
- 21 A I had a county -- I had a county suing me that has
22 unlimited resources. I had three wife's lawyers, two others
23 lawyers from Nexsen Pruet, I had a county attorney, two
24 private investigators, an expert witness, and a bottomless
25 pit of money, and this is what I had to agree to because I

Joey Preston - Direct examination
by Mr. Davis

1 knew that I didn't have the resources in order to fight
2 something like that.

3 Q At the point in time when the lawsuit was first filed,
4 do you recall what the county had already spent on its
5 investigation at that point?

6 A Over a million-dollars.

7 Q At the point when the county had filed its lawsuit, did
8 it have a million-dollar head start?

9 A It did.

10 Q If you could turn to Defense Exhibit 38 for me?

11 A (Witness complies.)

12 Q Does Defense Exhibit 38 -- well, what does it reflect?

13 A It's a copy of a check to Nelson Mullins, personal
14 check from me.

15 Q And if you turn the page, what does the next check
16 refer to?

17 A Personal check to Nelson Mullins from me.

18 Q If you turn the page, what is the next page?

19 A Personal check to Nelson Mullins from me.

20 Q Now, on the flat fee component, have all of the fees
21 that you owe my law firm been paid?

22 A No, they have not.

23 Q Why haven't, haven't all of those fees been paid?

24 A I haven't been able to afford it.

25 Q Mr. Preston, if you turn to the Defense Exhibit 39?

Joey Preston - Direct examination
by Mr. Davis

- 1 A (Witness complies.)
- 2 Q Does Exhibit 39 reflect a summary of the costs incurred
- 3 in litigating this case for the past three years?
- 4 A I believe it's Nelson Mullins costs.
- 5 Q Does the first amount reflect \$26.22?
- 6 A Yes, it does.
- 7 Q And how about the, the second page and the second
- 8 column of costs, what does that reflect?
- 9 A 3,248.84.
- 10 Q And what does the third page reflect?
- 11 A \$673.43.
- 12 Q Now, I have to ask you a further question about this
- 13 page, Mr. Preston.
- 14 There's two entries on here. One from
- 15 September 15th of 2008 and one from September 27th of
- 16 2000 -- sorry.
- 17 September 15th of 2010 and one from
- 18 September 27th of 2010.
- 19 Out of fairness to the county, are these, are these
- 20 expenses incurred with respect to this lawsuit?
- 21 A Yes.
- 22 Q Actually, if you look down at 9/27/2010, does it
- 23 reflect service on the South Carolina Budget and Control
- 24 Board?
- 25 A Oh, I see, yes.

Joey Preston - Direct examination
by Mr. Davis

1 Q That, that wouldn't be this lawsuit, would it?

2 A No, it does not. Yeah.

3 Q So, out of fairness to the county, the 915 and 927
4 entries aren't properly attributed to this lawsuit?

5 They're just miss-posted, correct?

6 A Yes, that's right. It appears to be.

7 Q With respect to the next summary of costs, go all the
8 way down to the bottom to JP Sub 00674.

9 Does that reflect the next round of costs incurred with
10 respect to this litigation?

11 A This section here?

12 Q Go to the very end.

13 A Very end.

14 Okay. Yes, it does.

15 Q And how much is that amount?

16 A 9,460.59.

17 Q And does this or do these summary of costs include the
18 cost incurred during the trial of this case?

19 A No, they do not.

20 Q Would your expectation be that there'd be an additional
21 series of costs associated with just being here this week?

22 A Absolutely.

23 Q Is the total amount of costs, if you add all those up,
24 somewhere in the neighborhood of 13,200?

25 A Yes.

Joey Preston - Direct examination
by Mr. Davis

1 Q Mr. Preston, if you could turn for me to Plaintiff's
2 Exhibit 40.

3 A (Witness complies.)

4 Q What is Plaintiff's Exhibit 40?

5 A It's a retainer agreement between myself and Upstate
6 Law Group.

7 Q Was this agreement executed before or after the
8 retainer agreement we just looked at for Nelson Mullins?

9 A Before.

10 Q And when you say Upstate Law Group, do you mean Candy
11 Kern-Fuller?

12 A Yes, sir.

13 Q So, what impact or relationship does this retainer
14 agreement have with respect to the one we just looked at
15 under Defense Exhibit 37?

16 A Oh, it amends the contingency. It allows Upstate Law
17 Group to participate in that contingency.

18 Q Was your expectation that Upstate Law Group would be
19 paid under this retainer agreement, but also share in the
20 contingency?

21 A Yes.

22 Q Was that your understanding at the time these documents
23 were executed?

24 A Yes, sir.

25 Q It doesn't increase the contingency that's reflected

Joey Preston - Direct examination
by Mr. Davis

- 1 under Defense Exhibit 37, does it?
- 2 A No, it does not.
- 3 Q Just provides that---
- 4 A Right.
- 5 Q ---Upstate Law Group can participate?
- 6 A Correct.
- 7 Q Correct?
- 8 A That's right.
- 9 Q Under Defense Exhibit 41 and Exhibit 42 and Exhibit 43,
- 10 is this -- are these the bills and log for the time spent by
- 11 Candy Kern-Fuller with respect to her services in this case?
- 12 A Yes, I think up to a certain date and time. That's
- 13 correct.
- 14 Q And what is your understanding that the current amount
- 15 of fees incurred by you for services provided by Ms.
- 16 Kern-Fuller were or are today?
- 17 A Up to a certain date in time and through, through
- 18 trial, it's \$196,000.
- 19 Q Mr. Preston, that seems like a lot of money.
- 20 How long has this lawsuit being pending?
- 21 A Three years.
- 22 Q And as the county administrator, did you have the
- 23 opportunity to have experience with a lot of different
- 24 lawsuits?
- 25 A I have.

Joey Preston - Direct examination
by Mr. Davis

1 Q How would you characterize the tenor of this particular
2 lawsuit?

3 A I don't think I've ever seen anything like this in my
4 whole life. It's been extremely hard on, on me and my
5 family. I've had -- these last three years have been very
6 tough in having to contend with Grand Jury investigation and
7 deal with---

8 MR. TESSIER: Objection, Your Honor. This has no
9 relevance to this case.

10 THE COURT: Sustain the objection.

11 A In having to deal with a Grand jury investigation,
12 the---

13 THE COURT: Let's don't get into the Grand Jury issues.

14 THE WITNESS: Okay.

15 THE COURT: All right.

16 Q Let's go back and talk about this lawsuit.

17 THE COURT: He was asking you about how this case---

18 THE WITNESS: Yes, Your Honor.

19 THE COURT: Okay.

20 Q Do you recall an instance where the county tried to
21 subpoena divorce records in this case?

22 A Yes, sir, that's right.

23 Q Do you recall an instance where the county issued
24 subpoenas and immediately sent them to the Anderson
25 Independent Mail?

Joey Preston - Direct examination
by Mr. Davis

1 A Yes.

2 MR. TESSIER: Objection. Lack of foundation and
3 relevance.

4 THE COURT: He asked if he recalled.

5 I assume that was of your own knowledge, Mr. Preston?

6 THE WITNESS: Yes.

7 THE COURT: You may proceed.

8 Q Do you recall a series of discovery disputes in this
9 case just to obtain the information necessary to defend
10 yourself?

11 A Yes.

12 Q Would it be fair to characterize the lawsuit, as stated
13 conservatively perhaps, as hard fought?

14 A Yes.

15 Q Be fair to characterize it as contentious?

16 A Yes.

17 Q Did it receive an abundant amount of media coverage?

18 A Yes, it did.

19 Q How did that exacerbate its affect on you and your
20 family?

21 A It's very stressful for my children.

22 Q Is it stressful for you as well?

23 A Yes, it was.

24 Q How did that impact your ability to defend yourself in
25 relation to litigation?

Joey Preston - Direct examination
by Mr. Davis

1 Did it make it harder?

2 A It did.

3 Q Mr. Preston, are you asking for the Court to award you
4 the attorney fees and costs that you owe with respect to
5 defending this lawsuit?

6 A Yes, I am.

7 Q Is that so you can repay your lawyers the amount owed
8 for defending you?

9 A Yes.

10 Q Through today at trial?

11 A Yes.

12 MR. DAVIS: One second, Your Honor.

13 THE COURT: Yes, sir.

14 (Pause.)

15 Q Mr. Preston, were you recently able to find potential
16 alternate employment?

17 A Yes.

18 Q Where?

19 A In Bamberg County.

20 Q And what happened as soon as you received or obtained
21 the ability to work for Bamberg County?

22 A The county council members, clerk of court, several
23 other county officials started receiving telephone calls and
24 emails from people here in Anderson County.

25 MR. TESSIER: Your Honor, I'm gonna object. Either

Joey Preston - Direct examination
by Mr. Davis

1 this is going into hearsay, but either way, it's not
2 relevant to anything in this case.

3 MR. DAVIS: Well, just---

4 THE COURT: Can you lay a foundation that someone in
5 their official capacity with Anderson County was involved in
6 that?

7 This is a lawsuit between Anderson County and this
8 gentleman.

9 Q Mr. Preston, I appreciate your time on the witness
10 stand. I appreciate the -- that you had to go through all
11 this. If you can answer any questions that Mr. Tessier
12 might have I'd appreciate it. Thank you.

13 THE COURT: Mr. Tessier, before you begin your
14 cross-examination, we're gonna take our lunch break.

15 we'll be in recess at this point in time. Looks like
16 Anderson County has updated their clocks. That's kind of
17 amazing. Very, very efficient activity.

18 Let's say we'll come back at quarter till 2:00.

19 I'll caution the witness not to discuss his testimony
20 with anyone during your break.

21 Court's in recess until that time.

22 Thank you very much.

23 (WHEREUPON, Court was in recess for the lunch break.)

24 THE COURT: All right. Mr. Tessier, I believe it's
25 your opportunity to cross-examine the witness.

Joey Preston - Cross-examination
by Mr. Tessier

1 You may proceed.

2 MR. TESSIER: Thank you, Your Honor.

3 CROSS-EXAMINATION

4 BY MR. TESSIER:

5 Q Mr., Mr. Preston, I'd like to talk to you about Mr.
6 Thompson's employment with the county first.

7 You spent sometime, on your direct exam, discussing Mr.
8 Thompson's hiring by you into a Buyer II position.

9 Do you recall that?

10 A Yes, I do.

11 Q And I know you spent sometime explaining that the
12 hiring of Mr. Thompson could be classified as a transfer
13 rather than a new hire?

14 A Yes, sir.

15 Q Is that your testimony?

16 A Yes.

17 Q It doesn't matter -- in terms of whether it's a
18 transfer or not, I think you agree that you can still hire
19 anyone to a position regardless of whether you are looking
20 at some folks as a possible transfer into that position.

21 would you agree with that?

22 A Yes.

23 Q So, in other words, you could have opened up the Buyer
24 II position to anyone and not just held it in reserve for
25 someone who might transfer to that place?

Joey Preston - Cross-examination
by Mr. Tessier

1 A Yes, sir.

2 Q Right?

3 You also agree with me, do you not, that you had to
4 make an affirmative decision to hire Mr. Thompson at some
5 point, right?

6 A Yes, sir.

7 Q And, in fact, the last step before Mr. Thompson was
8 officially hired by Anderson County required you to sign a
9 personnel action form on his behalf, right?

10 A Yes.

11 Q And that did not happen until after November 18th,
12 2008, correct?

13 A Correct.

14 Q You talked a lot about, with Mr. Davis, you talked a
15 lot about the percentage of applicants who had M.B.A.'s, the
16 percentage of applicants who've had the type of educational
17 background that Mr. Thompson had, and perhaps the percentage
18 of applicants who've had military service.

19 what I would like to know is what percentage of
20 applicants for that Buyer II position that came open in
21 November of 2008 had just voted to give you a
22 1.1 million-dollar severance agreement that would allow you
23 to retire at age 45?

24 A Only one.

25 Q And that was Mr. Thompson, right?

Joey Preston - Cross-examination
by Mr. Tessier

- 1 A Correct.
- 2 Q You also agree, do you not, that Mr. Thompson needed
3 that job, didn't he?
- 4 A Yes.
- 5 Q He needed to have health benefits, didn't he?
- 6 A That's what he said.
- 7 Q So, he had a pretty strong incentive to ensure that he
8 got that job, did he not?
- 9 A He started asking for it back in February or March.
- 10 Q And he never let up, did he?
- 11 A No, sir.
- 12 Q You were talking a little bit about the classwork that
13 Mr. Thompson was able to take, those auditing, or I'm sorry,
14 those appraisal courses.
- 15 You agree, do you not, and you heard the testimony, Mr.
16 Thompson said that those appraisal courses had no value to
17 him as a county council member?
- 18 A That's what he said at the time.
- 19 Q You happen to disagree with that, don't you?
- 20 A I do.
- 21 MR. DAVIS: Your Honor, pitting.
- 22 THE COURT: Yes, sir, I'm gonna ask you not to ask
23 witnesses to compare their testimony to other witnesses.
- 24 Q Did you send---
- 25 THE COURT: Each, each witness testifies on his own.

Joey Preston - Cross-examination
by Mr. Tessier

1 MR. TESSIER: Yes, sir.

2 THE COURT: Thank you.

3 Q You said, if I heard you right, that you thought this
4 was valuable training for any county council member,
5 correct?

6 A Correct.

7 Q Did you send any other county council member -- or let
8 me ask it this way.

9 Are you aware of any other county council member, in
10 2008, who went to appraisal courses besides Mr. Thompson?

11 A Not in 2008.

12 Q Is it -- would you agree with me that taking the
13 appraisal classes is not a foundational course that every
14 county council member takes once they come into office?

15 A Not those particular classes, but the Association of
16 Counties, they do offer some.

17 Q They offer some classes?

18 A That, that relate to the subject matter.

19 Q And do you pay to train everyone who is going to come
20 into the purchasing department to get appraisal courses?

21 A My policy, as county administrator, is if a county
22 employee was interested in taking any kind of training or
23 trying to improve themselves, if there was money in the
24 budget for that, I would more than likely approve it
25 providing the -- if they asked for it.

Joey Preston - Cross-examination
by Mr. Tessier

- 1 Q And with respect to the benefits of Mr. Thompson
2 personally for taking appraisal courses, do you agree that
3 taking those appraisal courses did put him in a better
4 position with respect to an application for a job in the
5 Assessor's Office than if he did not have them, right?
- 6 A It could of.
- 7 Q And same with the purchasing department, it puts him in
8 a little bit better position than if he did not have them
9 before he goes into the purchasing department, right?
- 10 A It could have.
- 11 Q The Average Joe out there in the community, if they
12 want to get a job in purchasing or if they want to get a job
13 in the Assessor's Office, they have to pay their own way to
14 get the type of qualifications they think they need to be a
15 strong candidate for the position?
- 16 Do you agree?
- 17 A Not necessarily.
- 18 Q They don't have to pay their own way?
- 19 A Not necessarily.
- 20 Q How -- does the county offer free training to the
21 Average Joe who's applying for a position with the county
22 before they're ever hired?
- 23 A At times.
- 24 Q They do?
- 25 A well, if, if, for example, if someone applies for a job

Joey Preston - Cross-examination
by Mr. Tessier

1 in the Assessor's Office for an assessing position, I'm not
2 sure exactly at that time, but usually it's up to the
3 administrator as to whether or not that -- those classes
4 will be paid for not by the county.

5 Q And that only happens after they're hired, right?

6 A After they're hired, yes, sir.

7 Q Right.

8 You don't, you don't make training available on the
9 county dime to applicants for positions, do you?

10 A No.

11 Q Okay.

12 A But if they currently work for the county we do.

13 Q Oh, I understand.

14 Your severance agreement discusses -- you talked about
15 the covenant not to sue and your position with respect to
16 that covenant.

17 Can you show me any language in the severance agreement
18 that amounts to an incontestability clause?

19 A No.

20 Q Do you know what an incontestability clause is?

21 A Not exactly.

22 Q Can you show me any language in the severance agreement
23 that says that the validity of the agreement itself can not
24 be challenged by either party?

25 A No.

Joey Preston - Cross-examination
by Mr. Tessier

1 Q Back in September, 2008, when you made your claim
2 against the county, which was in about September 25th was
3 when the lawyer sent the letter, is that right?

4 A Yes.

5 Q And then the vote on the severance agreement was
6 November 18th, 2008, right?

7 A Yes.

8 Q So, during that period of time, which is almost two
9 months of time, would you agree with me that the severance
10 agreement discussion and a possibility that you might get a
11 severance agreement from Anderson County was perhaps the
12 single most important event going on in your life at that
13 time?

14 A I was going through a divorce too. So, I, I don't
15 know. Probably.

16 Q In that timeframe, September to November of '08?

17 A I was going through it, yes, sir.

18 Q Okay. So, that would be another big event?

19 A Yes, sir.

20 Q Right?

21 A Right.

22 Q Would you agree with me, at least, that the possibility
23 of getting a severance agreement from Anderson County would
24 be one of the two biggest events going on in your life at
25 the time?

Joey Preston - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q And that's the kind of thing most people talk to other
3 people about, right, big events going on in their lives?

4 A Yes.

5 Q They usually find somebody to confide in about those
6 kind of things?

7 A It depends on the person I guess.

8 Q And your testimony to this Court is that you didn't
9 talk to a single person about the severance agreement coming
10 down the pipe except for the one conversation you had with
11 Mr. Thompson, is that right?

12 A I don't know. I don't recall of any conversations I
13 was having with anyone about it.

14 Q Would you agree that your testimony is that you had no
15 conversations with Ms. Nichols about whether or not you had
16 sufficient votes for your severance agreement?

17 A Like I said earlier, I don't recall having any
18 conversation with her about whether or not I had sufficient,
19 sufficient votes.

20 Q So then you don't deny that you could have had such
21 conversation?

22 A I don't deny that.

23 Q You just don't recall?

24 A I don't recall.

25 Q And the same with Mr. Greer, do you recall having

Joey Preston - Cross-examination
by Mr. Tessier

1 multiple conversations with Mr. Greer about the severance
2 agreement?

3 A No.

4 Q Do you deny that you had such conversations?

5 A Yes, I don't recall having multiple conversations with
6 Mr. Greer.

7 Q Okay. Do you recall having a conversation with
8 Mr. Cunningham about the terms of his contract that was
9 going to be voted on to replace you?

10 A When I was listening to Michael testify the other day,
11 I, I recalled -- I remembered him emailing me a copy of, of,
12 of a contract that he was -- that he had, and I remember
13 looking at that. I didn't recall that at the time I gave my
14 deposition.

15 Q So, you did -- you would agree now that, at least that
16 you had some communication with Mr. Cunningham about the
17 possibility of his having a contract to replace you as
18 administrator, right?

19 A Yes, either -- I don't recall if it was before or
20 after. Mr. Cunningham and his situation was not that
21 important to me at that time.

22 Q And you talked a bit about how difficult this case has
23 been and some of the discovery battles that you've had in
24 this case, and I guess trying to demonstrate why it's been
25 pretty expensive in terms of litigation.

Joey Preston - Cross-examination
by Mr. Tessier

1 Do you remember that?

2 A I remember that.

3 Q Do you remember telling Ms. Nichols to keep her mouth
4 shut in hopes that she would not testify at a deposition in
5 this case?

6 A That never happened.

7 Q Never happened?

8 A No.

9 Q Do you recall that you asked her to cover up your
10 affair with her?

11 A No, I never did that.

12 Q And do you recall that you concocted a story with
13 Deputy Chief Busha to mislead county council about what
14 happened at Cater's Lake?

15 A That is a lie.

16 MR. DAVIS: Your Honor, this is exceeding the scope of
17 direct.

18 MR. TESSIER: This only goes to the credibility
19 question, Your Honor, and I'm almost done with it. That's
20 all. I'm not asking about---

21 THE COURT: We don't go by the length of the
22 examination.

23 MR. TESSIER: Well---

24 THE COURT: It's what you're examining about I need to
25 rule on. If you want to speak to that---

Joey Preston - Cross-examination
by Mr. Tessier

1 MR. TESSIER: Yes, sir, I think credibility obviously
2 is in question since, among other things, Your Honor, he's,
3 he's testified on direct. So, his credibility is already in
4 question, and he's testified about his financial position
5 because he says he doesn't have the ability to pay, and, so,
6 it's important for the Court to evaluate his credibility.
7 That's why it's relevant.

8 MR. DAVIS: Your Honor, it, it, it exceeds the scope of
9 direct, and I'll also point out that, during their case in
10 chief, they put in the deposition designations of
11 Mr. Preston, and they've, they've captured the same
12 testimony now that they're replowing now. This is
13 cumulative.

14 THE COURT: Well, your first ground I would overrule.
15 He has a right to inquire on, on questions of credibility.

16 However, Mr. Tessier, I believe this information has
17 already been discussed in the deposition, the portions that
18 I've seen.

19 MR. TESSIER: And I don't dispute that, Your Honor.
20 I'm not gonna ask him any more questions about it.

21 THE COURT: So, let's, let's not plow the same ground
22 twice. I agree, that would be cumulative. If there's
23 something new on this subject---

24 MR. TESSIER: Well, here's---

25 THE COURT: ---I'll be happy to hear it, but I don't

Joey Preston - Cross-examination
by Mr. Tessier

1 recall anything new yet.

2 MR. TESSIER: Well, this will be the, the new area,
3 Your Honor.

4 Q You've talked about not being able to repay the money
5 that was paid to you by Anderson County.

6 Do you remember that?

7 A I do.

8 Q Do you agree with the -- do you agree with me that you
9 are currently drawing \$7,688.07 a month in retirement from
10 the South Carolina Retirement System?

11 A I am.

12 Q And that figure will only increase over time, will it
13 not?

14 A Very little.

15 Q But it will increase?

16 It won't decrease?

17 A Very little.

18 Q It won't decrease, right?

19 A No, it will not. It depends on what the General
20 Assembly does, how they manage the program.

21 Q So, you never earned more than about \$160,000 per year
22 in salary in your career, right, in salary?

23 A That, plus any other income I may of had.

24 Q And you're now drawing about \$7,688 a month just to go
25 to the mailbox, right?

Joey Preston - Cross-examination
by Mr. Tessier

1 A Yes.

2 Q And that equates to about \$92,000 a year?

3 A That's right.

4 Q Right.

5 You don't dispute Doctor Alford's testimony about the
6 value of your retirement page, do you?

7 MR. DAVIS: Your Honor, I have to object. I mean they
8 asserted claims in this case for rescision. If this contract
9 is undone, all of this line of questioning that he's asking
10 him about, there won't be the benefit he's cross-examining
11 him about.

12 He's asking a lay witness things that require legal
13 conclusion, and he knows full well they have a claim for
14 rescision, which, if the retirement system gives back their
15 contribution, that flow of income stream that he keeps
16 badgering him about won't exist. This is unfair.

17 THE COURT: Well, I'm aware of the relief that's being
18 sought, and he's on cross-examination.

19 I'll give you some latitude, but the claim is to
20 rescind the contract.

21 MR. TESSIER: That is correct, Your Honor. But one
22 other option the Court has, as a Court of Equity, is a
23 partial revision. So, the Court could decide---

24 THE COURT: Well, there's, there's any multitude of
25 things the Court can do in equity.

Joey Preston - Cross-examination
by Mr. Tessier

1 MR. TESSIER: Right.

2 THE COURT: But---

3 MR. TESSIER: And that's all. I mean that's our
4 full---

5 THE COURT: The legal claim that you've made is for
6 rescission of the contract.

7 MR. TESSIER: That's correct, yes, sir.

8 THE COURT: All right.

9 Q You don't dispute and can't dispute Doctor Alford's
10 testimony about the value of the retirement payments to you,
11 can you?

12 A I can't -- I'm not qualified to dispute that.

13 Q In other words, you would agree then that the value,
14 the present value of the retirement benefits you are going
15 to receive as a result of this severance package, as
16 compared to the value of the severance, I'm sorry, the value
17 of the retirement you could of received had you not had the
18 severance agreement is close to a million dollars?

19 A That's what he said.

20 Q You recently landed a job as a county administrator for
21 Bamberg County, correct?

22 A Yes.

23 Q And, in fact, you structured that deal so that the
24 contract is between Bamberg County and your---

25 MR. DAVIS: Your Honor, relevant.

Joey Preston - Cross-examination
by Mr. Tessier

1 THE COURT: Sustained.

2 What's good for the goose is good for the gander.

3 We're not gonna go to Bamburg.

4 MR. TESSIER: Well, Your Honor---

5 THE COURT: I prevented him from going into it. I'm
6 not gonna allow you to go into it.

7 MR. TESSIER: Well, I think the difference, Your Honor,
8 and I, I certainly will---

9 THE COURT: Well, go ahead and tell me the difference.

10 MR. TESSIER: The difference being they were trying to
11 talk about conversations between Bamburg County employees
12 and Anderson County employees. I'm just trying to show,
13 Your Honor, that he has another income stream available to
14 him now---

15 THE COURT: And what's that got to do with this case?

16 MR. TESSIER: ---with which he could -- he's the one
17 who claims he can't repay the value of what he got.

18 THE COURT: Well, he -- has he taken that job yet?

19 I understood that he has not yet.

20 MR. TESSIER: He's under contract.

21 THE COURT: Does he do that job at this point?

22 MR. DAVIS: He has been offered the position, they've
23 executed a contract, but they haven't started work.

24 THE COURT: Okay.

25 MR. TESSIER: I think he's gonna start next week or it

Joey Preston - Cross-examination
by Mr. Tessier

1 might of been this week actually, but I don't have many
2 questions. I don't have to ask them if you don't want me
3 to.

4 THE COURT: I mean we can't garnish wages in this
5 state.

6 MR. TESSIER: I understand.

7 THE COURT: The last time I checked we couldn't.

8 MR. TESSIER: I understand. Well, I won't ask the
9 question, Your Honor.

10 THE COURT: Let's move on.

11 Q Mr. Preston, you invested about \$200,000 with Ron
12 Wilson's Atlantic Bouillon Company, correct?

13 A I did.

14 Q And you made that investment in two pieces, \$150,000 or
15 so in the first quarter of 2009, right?

16 A Yes.

17 Q And \$50,000 or so in the second quarter of 2009, right?

18 A Yes.

19 Q So, these are the first two quarters, financial
20 quarters after you got the severance deal from Anderson
21 County that Ron Wilson voted on, right?

22 A Yes.

23 Q And most of the investments that you made came from the
24 funds you received in the severance deal, right?

25 A I had some personal investment in it, personal savings

Joey Preston - Cross-examination
by Mr. Tessier

- 1 in it too.
- 2 Q Most of it was the severance line, correct?
- 3 A Yes.
- 4 Q And you sent a number of investors to put their money
- 5 in with Ron Wilson's company, right?
- 6 A No.
- 7 Q You sent some investors?
- 8 A I didn't send anyone.
- 9 Q well, how would you characterize what you did with
- 10 respect to investor's in Atlantic Bouillon?
- 11 A I was -- referred people to him. Friends.
- 12 Q So, you referred them?
- 13 You didn't send them?
- 14 A In discussions with them about my investment, yeah.
- 15 Q And that was multiple investors, right?
- 16 More than one?
- 17 A More than one.
- 18 Q And you got paid by Atlantic Bouillon when you referred
- 19 people to Atlantic Bouillon who made investments, right?
- 20 A I wouldn't categorize it as being paid.
- 21 Q You received a credit to your investment account, did
- 22 you not?
- 23 A He put on paper a referral fee that I never did, I
- 24 never did see or experience.
- 25 Q Okay. And out of the \$200,000 you invested, you agree

Joey Preston - Cross-examination
by Mr. Tessier

1 with me that you drew out checks from the Atlantic Bouillon
2 account you had of at least \$600,000 over the course of the
3 next couple of years, right?

4 A We don't know that for sure. It's -- we're not clear
5 on that.

6 Q Do you recall, in your testimony in your deposition,
7 about how much you took out?

8 A Yes, sir, I do.

9 Q Do you dispute that you said it was about \$600,000 over
10 that period of time?

11 A I recall too there were, there were problems too with
12 the, with the accounting on statements too I believe at that
13 time. We don't know for sure exactly.

14 Q Okay. I'm gonna have to, I'm gonna have to play you
15 your testimony then I believe.

16 You received -- when you drew this money out, correct
17 me if I'm wrong, you actually drew out hard checks, correct?

18 A I pulled from my own investment account, yes, sir.

19 Q And that was -- they were hard checks written up by
20 Atlantic Bouillon, right?

21 A Correct.

22 Q To you?

23 A Yes.

24 Q Fifty thousand dollars sometimes?

25 A Yes.

Joey Preston - Cross-examination
by Mr. Tessier

- 1 Q Seventy-five thousand dollars other times?
- 2 A I remember one, yeah.
- 3 Q And your recollection was that the total of those
- 4 amounts that you drew out of that account was about
- 5 \$600,000, right?
- 6 A We think it might be, but we're not absolutely sure
- 7 yet. We're trying to reconcile and find out.
- 8 Q You're the one that took the money out, right?
- 9 A Yes, sir.
- 10 Q You're the one that signed the checks, right?
- 11 A Yes, sir.
- 12 Q And then you presumably deposited them in some other
- 13 account?
- 14 A No, just in, in my checking account.
- 15 Q Which is another account, isn't it?
- 16 A Yeah.
- 17 Q So, you signed -- endorsed the check and put it in your
- 18 checking account?
- 19 A Yes, sir.
- 20 Q And you don't recall if it was \$600,000 or not?
- 21 A I don't recall it right now. My accountant's trying to
- 22 figure it out.
- 23 Q Would you agree with me that you still had money left
- 24 in your Atlantic Bouillon account even after you took out
- 25 the \$600,000 or so?

Joey Preston - Cross-examination
by Mr. Tessier

- 1 A On paper.
- 2 Q You list on your personal financial statement several
3 pieces of real property, correct?
- 4 A Yes.
- 5 Q The one that you -- the one that includes your home
6 also includes a building that you use for your business,
7 Hand & Preston House, LLC?
- 8 A Yes.
- 9 Q And the fair market value of that property is listed at
10 \$600,000?
- 11 A Yes.
- 12 Q You also own a time share worth \$30,000---
- 13 A Correct.
- 14 Q ---according to your statement, right?
- 15 A Yes.
- 16 Q And you have a one-fifth interest in a house in
17 Charleston which is valued at -- the house in Charleston is
18 valued at 376,000, right?
- 19 A Right.
- 20 Q But you've got a one-fifth interest?
- 21 A Correct.
- 22 Q And you also own some real property in King, North
23 Carolina?
- 24 A Correct.
- 25 Q You were able to, according to your financial

Joey Preston - Cross-examination
by Mr. Tessier

1 statement, you were able to rack up over \$250,000 in
2 American Express charges too?

3 A Yes.

4 Q Presumably you had to give them some kind of indication
5 of your financial position in order to get an account that
6 would allow you that kind of leeway, right?

7 A That's an old, old account from 20 years ago.

8 Q Would you agree with me, Mr. Preston, that Plaintiff's
9 Exhibit No. 91, which is the personal financial statement
10 you gave, that was not an audited financial statement of
11 your net worth, right?

12 A Right.

13 Q We have to take your word for it, don't we?

14 A My accountant would, would endorse it and say it's
15 true.

16 Q Is your accountant here to testify?

17 A No, he's not.

18 Q If you look down at your damages, I'm gonna show you
19 Exhibit No. 37, that's, I think, your attorneys fees
20 arrangement with Nelson Mullins?

21 It's probably on your desk up there in that notebook.
22 Defendant's Exhibit 37.

23 A Thirty-seven?

24 Q Thirty-seven. I'm sorry.

25 Do you agree that that's the fee arrangement you have

Joey Preston - Cross-examination
by Mr. Tessier

1 with Nelson Mullins for this case?

2 A Yes.

3 Q And it indicated you were suppose to pay \$150,000 plus
4 a contingent fee element, right?

5 A Right.

6 Q And of the \$150,000, you have not paid all of that yet,
7 have you?

8 A No.

9 Q In fact, you've paid about a \$115,000 of that?

10 A Correct.

11 Q Do you have any documentation that will show us what
12 the \$115,000, how it breaks down in terms of what legal work
13 was done on your behalf in exchange for that?

14 A Yes, I don't have it with me.

15 Q You didn't bring that with you?

16 A No.

17 Q What about Upstate Law Group, the deal with Upstate Law
18 Group is to pay them an hourly rate of \$220 -- well, \$220 an
19 hour?

20 A Correct.

21 Q Was that -- is your understanding that that was the
22 full hourly rate that you would normally pay Upstate Law
23 Group for their representation?

24 A I believe so.

25 Q And, in fact, you had had them represent you in other

Joey Preston - Cross-examination
by Mr. Tessier

1 matters for the same rate, right?

2 A Correct.

3 Q But in this case, in addition to the full hourly rate
4 of \$220 an hour, you also have a contingent fee component
5 that could entitle Upstate Law Group to another \$116,000 or
6 so if you are successful as defined in---

7 A Well, as much work as she's done she probably deserved
8 twice that.

9 Q So, she's -- part of what your deal is you're paying
10 her full hourly rates for her time plus a contingent fee
11 element, correct?

12 A Correct.

13 Q I'm just gonna show you now some of the back-up that
14 you provided for your attorney fees claim from Upstate Law
15 Group. I think it's gonna be Exhibit 41. If you'll flip
16 ahead. Defense Exhibit 41.

17 What you provided to the Court to back-up your attorney
18 fees claims from Upstate Law Group would be a bunch of
19 documents like this?

20 Would you agree?

21 A Yes.

22 Q In other words, the information about what was actually
23 done has been redacted, right?

24 A Right.

25 Q So, there's no way to tell how much time is -- or you

Joey Preston - Cross-examination
by Mr. Tessier

1 can tell how much time was spent, but you can't tell what
2 the time was spent doing on your behalf, right?

3 A You can't, but I, I know what she did.

4 Q And you know it for every single one of these items,
5 the multiple pages that you got, line-by-line?

6 A Not by memory, but I do -- I've gone over them with
7 her.

8 Q Let me just show you now Exhibit No. 43.

9 First of all, let me ask you -- well, look at Exhibit
10 43 up there.

11 You have not paid Upstate Law Group all of the money
12 that has been invoiced to you in terms of attorney fees,
13 right?

14 A No, sir, I have not.

15 Q And I forget. You may of already said this.

16 what was the total amount you have already paid to
17 Upstate Law Group in attorney fees and costs?

18 A Between 26 and 27,000.

19 Q And how much do you think you owe them?

20 A About 170,000.

21 Q About 170,000?

22 A Yes.

23 Q Do you know how much of the 170,000 relates to this
24 case?

25 A All of it.

Joey Preston - Cross-examination
by Mr. Tessier

- 1 Q All of it?
- 2 A Yes.
- 3 Q So, we should see invoices totaling \$170,000 or some
4 record of \$170,000 worth of invoices as far as you can tell
5 if that's what you're claiming?
- 6 A Up to this time period. I don't know what's in this
7 book here as to what time period. But I know up to a point,
8 at the time I gave my deposition, there's a certain amount
9 and there is an estimated amount after that, and then
10 there's an estimated trial amount, and that -- I believe all
11 that equals to be about \$196,000 or 197.
- 12 Q And Upstate Law Group has represented you in other
13 matters, have they not?
- 14 A Correct.
- 15 Q And you're sure that that 170 or 196,000 dollar figure
16 does not include those other matters?
- 17 A I'm positive.
- 18 Q This matter right here, Exhibit 43, do you know what
19 this is, Defense Exhibit 43?
- 20 A It's a detail of text messages from Ms. Fuller to me---
- 21 Q At the---
- 22 A ---and Mr. Davis.
- 23 Q At the bottom of the last page, I think you'll see a
24 total of, of the total amount I guess that's due to Upstate
25 Law Group from you.

Joey Preston - Cross-examination
by Mr. Tessier

- 1 Is that your understanding?
- 2 A what are you looking at?
- 3 Show me.
- 4 Q Exhibit No. 43.
- 5 A Right.
- 6 Q Yeah, if you look at the last page of Exhibit 43?
- 7 A The last page?
- 8 what page number?
- 9 Q I don't know. I don't have it in front of me.
- 10 A It's 07060.
- 11 Q That's probably right.
- 12 what does it say?
- 13 Does it have a balance, like a total number, 66,000 and
- 14 something?
- 15 I can come up and show you.
- 16 Your Honor, may I approach?
- 17 THE COURT: Yes, you may.
- 18 Q If you got -- yeah, you got it right there. This is
- 19 what I was trying to get at.
- 20 A I'm not sure if that's actually dollar amounts or not.
- 21 Q Okay.
- 22 A But I can't recall.
- 23 Q Okay. But you're not sure if the last page reflects a
- 24 total balance due from that spreadsheet that is Exhibit 43?
- 25 A I believe it does.

Joey Preston - Cross-examination
by Mr. Tessier

1 Q Okay. So, to your best understanding then, is Exhibit
2 43, correct me if I'm wrong, but it shows time entries put
3 in on your behalf by Upstate Law Group over the course of
4 the dates indicated and it totals up to about \$66,000 and
5 some cent, some odd amount?

6 A I think---

7 Q Just over \$66,000.

8 A ---for this period of time.

9 Q Okay. And I just want to show you one example in terms
10 of a blowup of a particular day up here. Let's look at May
11 17th, 2012.

12 So, on this record of charges, you have, looks like, 24
13 entries for text messages at .1 hour per entry.

14 Do you see that?

15 A Yes, sir.

16 Q And, so, if you add up 24 entries at .1 hour per,
17 that's about 2.4 hours worth of texting.

18 Do you recall texting for that kind of time with Ms.
19 Kern-Fuller about your case as a general matter, two and a
20 half hours a day?

21 A Probably at some -- sometimes more than that.

22 Q Is that -- was that your primary method of
23 communication, texting versus emails versus phone calls?

24 A Lots of conversations, lots of emails, phone calls too.

25 Q Hold on one second, Mr. Preston.

Joey Preston - Cross-examination
by Mr. Tessier

1 (Pause.)

2 MR. TESSIER: Your Honor, I don't have any further
3 questions, but I just want to make sure exhibit -- the
4 original of Exhibit 91 was placed up here.

5 Thank you, Mr. Preston.

6 THE COURT: Is 91 in?

7 MR. TESSIER: It is.

8 MR. DAVIS: Yes, Your Honor.

9 THE COURT: That's -- okay.

10 All right. You may cross -- you may redirect. Excuse
11 me.

12 REDIRECT EXAMINATION

13 BY MR. DAVIS:

14 Q Mr. Preston, do you recall conversations that you were
15 asked about Michael Thompson on cross-examination?

16 A Yes, sir.

17 Q Do you recall the reference to the P.A.F. form?

18 A Yes.

19 Q What is a P.A.F. form?

20 A It's a personal action form.

21 Q Do you remember filling out a P.A.F. form in relation
22 to Michael Thompson?

23 A Yes.

24 Q To your knowledge, has the P.A.F. form ever been
25 produced in this lawsuit?

Joey Preston - Redirect examination
by Mr. Davis

1 A I've asked for it several times and I've never, I've
2 never seen it, no.

3 Q I want to turn your attention to the timeframe in the
4 Summer of 2008. Just general.

5 During this timeframe, July of '08, was your divorce
6 pending?

7 A Yes.

8 Q During this timeframe, had you received notice, notice
9 from Brooks Brown about what Tom Allen had told him at the
10 barbecue?

11 A I had.

12 Q Like to ask you some questions about this ponzi scheme
13 business.

14 what did you do with the money that you withdrew from
15 your savings account from Atlantic Bouillon?

16 A I could not find employment. I had applied for about
17 21 or 22 different positions across South Carolina, North
18 Carolina, and Georgia. And because of what was happening
19 with me here in Anderson, I, I couldn't find employment.
20 That's the first time that had ever happened to me.

21 So, I decided to convert a portion of my property on
22 Old Winston Road to a venue for outdoor events. So, I took
23 some of that money and I put it in the ground. I built
24 buildings with it. I built infrastructure, and I tried to
25 get a business up and running, and it's doing okay today.

Joey Preston - Redirect examination
by Mr. Davis

1 But not that good. I'm trying to continue to get it going,
2 and I paid attorney fees with it.

3 Q Were you in, within need of a stream of income?

4 A Yes.

5 Q Could you find a job?

6 A No, I could not.

7 Q Did you build the event site so you could have a job?

8 A Yes.

9 Q Is the reason why you couldn't have a job because of
10 the county?

11 A Yes.

12 MR. TESSIER: Objection, Your Honor. Speculation.

13 THE COURT: Well, basis for that speculation.

14 Q Mr. Preston, how many resumes did you send out?

15 A Twenty-two, twenty-three.

16 Q Before you came to Anderson County, had you sent out
17 resumes?

18 A Yes.

19 Q What was your experience when you sent out resumes
20 before you came to Anderson County?

21 A I always got job interviews, and any position I really
22 did seek out I was able to obtain.

23 Q What was your experience when you sent out resumes
24 after this lawsuit started?

25 A I, I was told in the interview process that---

Joey Preston - Redirect examination
by Mr. Davis

1 MR. TESSIER: Objection, Your Honor. Hearsay.

2 MR. DAVIS: Your Honor, it's not offered for the truth
3 of the matter asserted. He testified that he was having
4 difficulty getting a job.

5 THE COURT: Well, he can state that he's had
6 conversations with people, with people, and he can state
7 what he's done as a result of that or what he's, you know,
8 but he can't quote them. I'm not gonna allow him to quote
9 what somebody told him, but he can state what his state of
10 mind is or what his belief is based on -- he wanted a
11 foundation. I'm gonna let you go into the foundation and
12 the fact that he's had conversations. But he can't quote
13 what people said. There's ways to ask those questions.

14 Q During the interview process with these folks, did you
15 ever form an opinion or a belief as to why you were not
16 getting employment?

17 A Yes.

18 Q What was the basis of that?

19 A Anderson County litigation.

20 Q And what was the basis for your believing that Anderson
21 County litigation was keeping you from getting a job?

22 A I want to make sure I don't, I don't answer it
23 properly. But what I was being -- conversations with -- at
24 the interviews---

25 Q Were prospective employers indicating that to you?

Joey Preston - Redirect examination
by Mr. Davis

1 A Yes.

2 Q With respect to the amounts of money you withdrew from
3 your savings account, what is the status of those issues
4 currently?

5 A Currently I'm meeting with a receiver and trying to,
6 trying to determine exactly how much of that I'm gonna have
7 to pay back.

8 Q Do you have the resources to pay it back?

9 A No.

10 Q I just want there to be something very clear,
11 Mr. Preston.

12 what, if anything, did you know about the ponzi scheme
13 that Ron Wilson was running?

14 A I didn't know.

15 Q Did you participate in it in anyway?

16 A No.

17 Q Did you know he was running a ponzi scheme?

18 A No.

19 Q Has Ron Wilson's ponzi scheme put you in a terrible
20 financial bind?

21 A This lawsuit and that has just completely turned me
22 upside down.

23 Q You were asked several questions about the property
24 that you own.

25 Do you remember that?

Joey Preston - Redirect examination
by Mr. Davis

- 1 A Yes, sir.
- 2 Q Do you own a property on Williamston Road?
- 3 A Yes.
- 4 Q what is your mortgage on that property?
- 5 A Monthly mortgage?
- 6 Q Percentage wise.
- 7 How much is the percent of the mortgage compared to the
- 8 worth of the home?
- 9 A Eighty percent.
- 10 Q And with respect to the property that they referenced
- 11 in Charleston, what percentage interest do you own in that?
- 12 A One-fifth.
- 13 Q And what is the amount -- percentage amount of debt on
- 14 that property?
- 15 A Eighty percent.
- 16 Q what was the total value of the property?
- 17 A It was right at \$395,000 I believe.
- 18 Q And with respect to the timeshare, what was the total
- 19 value of the time share?
- 20 A Thirty thousand and some change.
- 21 Q And with respect to the King, North Carolina property,
- 22 what's the total value of that?
- 23 A Mortgage?
- 24 Q Yes, sir.
- 25 A It's about eighty percent.

Joey Preston - Redirect examination
by Mr. Davis

1 Q You were asked a question about whether your financial
2 statement to the Court had been audited.

3 Do you remember that?

4 A Yes.

5 Q Was that financial statement true and accurate to the
6 best of your ability?

7 A Yes.

8 Q Do you have the spare resources to have it audited
9 right now?

10 A No, I don't.

11 Q Are you working with the federally appointed receiver
12 to work something out with respect to repayment?

13 A I am.

14 Q I'd like you to turn back to Defense Exhibit 37 for me.

15 A Which book?

16 Q The one that says damages.

17 A (Witness complies.)

18 Q Was it your understanding Exhibit 37 was a flat fee
19 agreement with a contingency?

20 A Yes.

21 Q Would you expect to receive detailed billing statements
22 under a flat fee agreement?

23 A No, would not.

24 Q Was the amount that you had to pay under the flat fee
25 agreement the same regardless of what happened?

Joey Preston - Redirect examination
by Mr. Davis

- 1 A Yes.
- 2 Q Has the lawsuit been going on for three years?
- 3 A Yes.
- 4 Q Do you have any idea how much these guys cost?
- 5 A I hear 300 and 350 an hour each.
- 6 Q Mr. Preston, you were asked several questions about
- 7 billing statements from the Upstate Law Group.
- 8 First, is it your understanding that the billing
- 9 statements under Defense Exhibit 43 only apply for May of
- 10 2012 until October 23rd of 2012?
- 11 A Right.
- 12 Q Defense Exhibit 43 does not include time accrued before
- 13 that, does it?
- 14 A Right, I think I said billing period.
- 15 Q And it doesn't included time accrued after that?
- 16 A Correct.
- 17 Q And, in fact, if you go back to Defense Exhibits 41 and
- 18 42, that -- those billing invoices actually include the time
- 19 accrued before what appears in Defense Exhibit 43, do they
- 20 not?
- 21 A Correct.
- 22 Q You were asked some questions about redactions on
- 23 billing statements.
- 24 Do you remember that?
- 25 A Yes.

Joey Preston - Redirect examination
by Mr. Davis

1 Q Were those documents redacted in order to preserve the
2 attorney/client privilege?

3 A That's what I understand, yes, sir.

4 Q During the course of this lawsuit, do you recall the
5 county ever asserting the attorney/client privilege?

6 A Yes.

7 Q Over and over again, did they not?

8 A Yes, sir.

9 Q Anything wrong with that?

10 A No, sir.

11 Q That's why it's a privilege, right?

12 A Right.

13 Q Mr. Preston, have you become aware of people trying to
14 interfere with your employment in Bamberg?

15 MR. TESSIER: Objection, Your Honor.

16 MR. DAVIS: Your Honor?

17 MR. TESSIER: Relevance.

18 MR. DAVIS: He went into and he said -- he opened the
19 door. He said that he's gonna have a new job down there and
20 now he's gonna be able to pay them back. But what he didn't
21 tell you was that people are already trying to interfere
22 with that employment.

23 MR. TESSIER: Your Honor, as I recall, you sustained
24 the objection. I didn't get to ask the questions.

25 THE COURT: I'm not going into Bamberg, gentlemen, on

Joey Preston - Redirect examination
by Mr. Davis

1 either side unless you can show it has some relevance to
2 this case and I have not heard that yet.

3 The ruling stays the same.

4 Sustained.

5 Q Mr. Preston, thank you.

6 A Yes, sir.

7 MR. TESSIER: Nothing further, Your Honor.

8 THE COURT: All right. You may step down, sir. Thank
9 you very much.

10 THE WITNESS: Thank you.

11 THE COURT: All right. Mr. Davis, you may call your
12 next witness.

13 MR. DAVIS: Your Honor, subject to those issues that we
14 talked about in relation to the designations, and I guess
15 what I should do at this point, if it please the Court, and
16 I can find it if I need to submit a seal---

17 THE COURT: You want to take about a five, ten minute
18 break and let you get your things together.

19 MR. DAVIS: Yes, Your Honor.

20 THE COURT: All right. Why don't we do that.

21 We'll be in recess for about five or ten minutes.

22 Thank you.

23 (WHEREUPON, a short recess was taken at this time.)

24 (Whereupon, Plaintiff's Exhibit Nos. 17, 18, 23, 24,
25 91, and 97 through 99 were received into evidence at this

1 time.)

2 (WHEREUPON, Defendant's Exhibit Nos. 7, 8, 9, 14, 15,
3 32, 51, 62 through 66, 83, 96, 98, 105, and 110 were
4 received into evidence at this time.)

5 THE COURT: All right. Mr. Davis.

6 MR. DAVIS: Your Honor, at this time I'd like to fill
7 out the record with the deposition transcripts sealed of
8 Cindy Wilson along with the correct part -- which I
9 understand that's an oxymoron.

10 May I approach?

11 THE COURT: Yes, you may.

12 MR. DAVIS: In addition, Your Honor, I'd like to fill
13 out the record with the deposition of Eddie Moore sealed,
14 Volumes 1 and 2, and exhibits -- hand those up, Your Honor.

15 THE COURT: For that deposition?

16 MR. DAVIS: Yes, sir.

17 THE COURT: Thank you.

18 All right. Any objection to the documents being made a
19 part of the record?

20 MR. TESSIER: No, sir.

21 THE COURT: All right.

22 MR. DAVIS: Your Honor, the only thing that we've
23 agreed to leave open with respect to objections. I will be
24 submitting to the Court my responses to the written
25 objections in relation to those designations.

1 THE COURT: All right.

2 MR. DAVIS: But other than that, at this point, the
3 defense for Joey Preston rests.

4 THE COURT: All right, sir.

5 THE COURT: Mr. Gentry.

6 MR. GENTRY: Your Honor, at this time, Anderson County
7 would move under Rule 41(b) for judgment with respect to Mr.
8 Preston's counterclaim against the county.

9 THE COURT: All right. I, I find that there are
10 sufficient evidence on all counts of the case to go forward
11 to a final decision in the matter. Again, I've explained
12 that there are some issues involved in the case that I think
13 would benefit from a full record and a decision on the
14 merits. So, I will deny the motion at this time.

15 All right. You have any reply or rebuttal testimony?

16 MR. TESSIER: No, Your Honor. We have no further
17 evidence.

18 THE COURT: All right. Now, as far as closing
19 arguments, this is a nonjury setting. What I normally do is
20 allow time for you to submit a brief of some kind rather
21 than a closing argument. I know you've reached summary
22 judgment, and I don't know that you're gonna be adding that
23 much to those briefs. Obviously you may want to comment on
24 the evidence that's been presented to the Court in some
25 fashion or I can, I can leave it open for a closing argument

1 if you'd like to, but I prefer it in, in written form.

2 Be glad to give you a, you know, some time to prepare
3 that and get it to me.

4 Thoughts, Mr. Gentry?

5 MR. GENTRY: Your Honor, we, we would be fine with your
6 suggestion of a written submission either in the form of a
7 brief or in the form of post-findings of fact and
8 conclusions and law from both sides if that would be
9 helpful.

10 THE COURT: I think that might be helpful.

11 Mr. Davis, any objections to that?

12 MR. DAVIS: Well, my preference would always be to just
13 deliver the traditional closing argument. I'm ready to
14 deliver one should Your Honor want to hear one.

15 THE COURT: Well, I, I don't mind hearing from you.
16 Again, I would prefer some, something in writing from you to
17 comment on the evidence that I've heard. I think it'd be
18 more thorough in that fashion.

19 I -- you know, I intend to give you sufficient time to
20 do that. I would suggest that probably Friday a week. That
21 would be a good time for that to be submitted to the Court.

22 Any objection to that, Mr. Gentry?

23 MR. GENTRY: No, Your Honor.

24 THE COURT: Give you the remainder of this week and
25 next week to get something to me.

1 MR. DAVIS: If that's what would please the Court most,
2 then that's what I'm going to do, Your Honor.

3 THE COURT: All right. That's what I'll do.

4 Now, I'm not going to -- I'll ask that you both submit
5 those to me. No particular order. In fact, if you want to
6 just say they'll be submitted on a specific date at a
7 specific time. That way no one will be one upping the other
8 side if you know what I mean. And, so, if -- why don't we
9 just say Friday noon, a week from Friday, they be submitted.
10 Any objection?

11 MR. TESSIER: Friday the 16th at noon?

12 THE COURT: Noon.

13 MR. TESSIER: Yes, sir.

14 MR. DAVIS: Your Honor, is there a page limitation we
15 should strive for? .

16 THE COURT: Well, obviously, briefs are more -- see
17 I've always heard they're better read if they are brief. I
18 realize that since -- this is a, this is a very complicated
19 case with a lot of facts and I would expect that they will
20 be somewhat voluminous. But I would like for you to discuss
21 the law that you've already cited to me if you'd like to
22 point out anything.

23 I've have been doing reading as the case is gone on,
24 and I intend to do some more reading concerning the law in
25 the mean time. I won't be sitting idly by. I'll be taking

1 a look at some things. I have the reminder of this week to
2 be working on those things as well.

3 But I would like to hear from you -- mainly, at this
4 point in time, your comments concerning the evidence that
5 we've heard. You know, I've got your -- unless your legal
6 position's changed from the, the briefs that you submitted
7 in support of your motion for summary judgment, I assume
8 that pretty much covers the law that you expected me to use
9 on your behalf. If something is changed, certainly you can
10 add that based on the proof that I've heard.

11 But, again, I'm mainly interested in your position
12 concerning the facts that I've heard and the reasons why the
13 inferences that you think I should draw from those facts.

14 MR. DAVIS: Yes, Your Honor.

15 MR. GENTRY: And, Your Honor, would you like it in the
16 form of a proposed findings of fact or would you prefer a
17 brief or---

18 THE COURT: Well---

19 MR. GENTRY: What's more helpful?

20 THE COURT: However you want. I'm not gonna tell you
21 how you should submit it to me. It's your argument
22 basically, and I'll let you make your argument like you want
23 to. But I would like for you to comment on the facts that
24 have been presented.

25 I've been keeping notes. So, I've got down on what I,

1 what I got out of it. I want to see what you get out of it,
2 and what you want to urge me to, to pay particular attention
3 to, and then I'll go back and review my notes in, in respect
4 to that.

5 So, again, if there's some change in the law that you
6 would like to cite or some position that you would like to
7 take contrary to what you've already taken, make me aware of
8 that based on the evidence that's presented. I know you've
9 presented live testimony, and some things sometimes come out
10 that you don't expect, but perhaps were different than you
11 anticipated. So, you may want to point that out to me in
12 those, those documents.

13 They don't need to be very long. Obviously, as I
14 indicated, briefs, if they're brief, are better read
15 sometimes. So, if you'll get those to me, I'd appreciate
16 it. We'll say noon. That's not this Friday, but the next.
17 That will give you time to digest all the information cause
18 it's been extremely voluminous, and I would expect that you
19 will be looking at -- I don't want to put a deadline on a
20 decision, but the next time I will have chambers and will
21 have time to sit down and work on the case, after I receive
22 those documents, will be the Thanksgiving break. I'll have
23 some time then and I'll be taking a look at these things.

24 So, if you get that information to me before that time
25 then I should be in a position to prepare and issue an order

1 in the case shortly thereafter.

2 All right. I want to thank you very much for a well
3 tried case.

4 This case is adjourned at this time.

5 Friday, a week, at noon, please submit to me what you
6 would like me to consider.

7 MR. TESSIER: Thank you, Your Honor.

8 THE COURT: Court's adjourned.

9

10 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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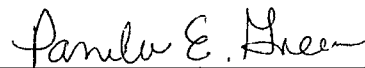
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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the Seventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Anderson County, South Carolina, on the 29th through 31st day of October and 1st, 2nd, and 5th day of November, 2013.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

December 16th, 2013



PAMELA E. GREEN, Court Reporter