

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Case No. 2016-CP-40-07109

RECEIVED

APR 14 2020

SC Court of Appeals

Richard A. Finan, ...Appellant,

v.

Vista Wings, LLC, d/b/a Wild Wing Café – Columbia, ...Respondent.

**RECORD ON APPEAL
(VOLUME 1 OF 2)**

Shaun C. Blake, S.C. Bar No. 76349
Jenkins M. Mann, S.C. Bar No. 74894
ROGERS LEWIS JACKSON MANN & QUINN, LLC
PO Box 11803
Columbia, SC 29211
P: 803-256-1268
F: 803-252-3653
sblake@rogerslewis.com
jmann@rogerslewis.com

ATTORNEYS FOR APPELLANT

Mark S. Barrow, S.C. Bar 7821
Ryan C. Hold, S.C. Bar 78338
SWEENEY, WINGATE & BARROW, P.A.
P.O. Box 12129
Columbia, SC 29211
P: 803-256-2233
F: 803-256-9177
msb@swblaw.com
rch@swblaw.com

ATTORNEYS FOR RESPONDENT

INDEX

(VOLUME 1)

Judgements and Orders

Order dated Oct. 17, 2018 granting continuance beyond Dec. 3, 2018	003
Order dated Sept. 7, 2018 denying Finan's Motion to Amend.....	005
Order dated Oct. 7, 2018 denying Finan's Motion for Reconsideration	008

Pleadings

Finan's original Summons and Complaint dated Dec. 1, 2016	010
Vista Wings' Answer to Finan's Summons and Complaint dated Jan. 27, 2017	024

Transcript

Transcript from hearing on Finan's Motion to Amend dated Sept. 6, 2018.....	032

Motions and Memoranda

Finan's Motion to Amend dated Mar. 20, 2018	052
Finan's Motion for Reconsideration dated Sept. 13, 2018 with supporting materials	074
1. Police Report.....	089
2. Certain excerpts from Seiple Deposition	091
3. Certain excerpts from Williamson Deposition	094
4. Certain excerpts from Finan Deposition	100
5. Finan Photos	104
6. Finan Medical Records	110
7. Finan's 1 st Set of Interrog. to Vista Wings dated Dec. 1, 2016	114
8. Finan's 1 st Set of Requests for Prod. to Vista Wings dated Dec. 1, 2016	120
9. Affidavit of Service dated Dec. 6, 2016	127
10. Finan's Motion to Compel dated Feb. 24, 2017	129
11. Vista Wings' first discovery responses dated Mar. 8, 2017	131
12. Vista Wing's Certificate of Service dated Mar. 15, 2017	152
13. Form 4 Judgement addressing Motion to Compel filed June 19, 2017	153
14. Finan's Rule to Show Cause and Motion to Compel dated July 13, 2017	154
15. Vista Wings supplemental discovery responses dated Sept. 11, 2017	159
16. Vista Wings supplemental discovery responses dated Sept. 21, 2017	168
17. Finan's Rule 11 Consultation dated Oct. 6, 2017	177
18. Vista Wings discovery responses dated Nov. 1, 2017	178

19. Subpoenas to Aetius served for Finan dated Nov. 14, 2017	188
20. Vista Wing's Motion to Quash Subpoenas dated Nov. 20, 2017	228
21. Finan's Motion to Compel and for Rule 37 Relief dated Nov. 22, 2017.....	232

(VOLUME 2)

22. Finan's Rule to Show Cause to Aetius dated Dec. 15, 2017	483
23. March 2, 2018 Transcript for discovery motion hearing	548
24. Brian Neal Deposition dated March 13, 2018	610
25. Proposed Order to Judge Benjamin dated March 20, 2018	665
26. Correspondence with Judge Benjamin's chambers dated May 24, 2018	676
27. Vista Wings' Discovery Responses dated July 9, 2018	686
28. Correspondence chain in August 2018 regarding depositions	698
29. Consent Motion for Continuance dated Aug. 9, 2018	709
30. Order Granting Consent Motion for Continuance dated Oct. 5, 2018	711
Memorandum in Opposition to Finan's Motion for Reconsideration	713
Consent Motion for Continuance dated Oct. 3, 2019	718

Other Documents Referenced in the Briefs

Stipulation of Dismissal dated Mar. 1, 2018.....	720
Excerpts from Coakley Deposition.....	721
An insurance schedule produced by Vista Wings in discovery	727
Correspondence chain in March 2018 regarding Finan's intent to add Aetius.....	728
Various emails reflecting roster notices in 2018.....	732

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	THE FIFTH JUDICIAL CIRCUIT
	)	
Richard A. Finan	)	Civil Action No.: 2016-CP-40-07109
	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Vista Wings, LLC dba Wild Wings	)	ORDER FOR CONTINUANCE
Cafe - Columbia, Brent Weston, and	)	
Aaron Miller	)	
	)	
Defendants.	)	

THIS MATTER COMES BEFORE ME on the Parties' request for a continuance from the October 8, 2018 Trial Roster. Having found there is no objection, it is, therefore, ORDERED, that this case be continued until the Parties have obtained an order on the outstanding motions pending before the court and beyond the December 3, 2018 trial roster.

AND IT IS SO ORDERED.

October ____, 2018

The Honorable Judge Robert E. Hood



Richland Common Pleas

Case Caption: Richard A Finan vs Vista Wings LLC , defendant, et al
Case Number: 2016CP4007109
Type: Order/Continuance

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2018-10-05 10:20:05 page 2 of 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	THE FIFTH JUDICIAL CIRCUIT
 Richard A. Finan	)	Civil Action No.: 2016CP4007109
	)	
	)	
Plaintiff,	)	
	)	
v.	)	ORDER DENYING PLAINTIFF'S
	)	MOTION TO AMEND
Vista Wings, LLC dba Wild Wing	)	
Cafe - Columbia	)	
	)	
Defendant.	)	

This matter comes before the Court on Plaintiff's Motion to Amend his Complaint to add various levels of Defendant Vista Wings, LLC dba Wild Wing Café's ("Defendant") parent corporations pursuant to Rule 15, South Carolina Rules of Civil Procedure. Oral arguments were heard on September 6, 2018 in Richland County. For the reasons set forth below, Plaintiff's Motion is denied.

FACTS BEARING UPON THE MOTION

Plaintiff has brought various negligence causes of action against Defendant arising from an alleged assault and battery that occurred on Defendant's premises on June 5, 2015. Plaintiff filed his Complaint on December 1, 2016. The trial of this case has been continued several times and is now on the October 8, 2018 trial roster.

LEGAL STANDARD

"[A] party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party." Rule 15(a), SCRCF. A motion to amend the pleadings is within the discretion of the Court. *See, e.g., Tanner v. Florence County Treasurer*, 336 S.C. 552, 558–59, 521 S.E.2d 153,

156 (1999). The prejudice that Rule 15 envisions is a lack of notice that the new issue is to be tried and a lack of opportunity to refute it. *Id.*

ANALYSIS

Plaintiff argues that, through discovery, he has identified additional parties that may be liable to Plaintiff. Namely, Plaintiff seeks to add four levels of Defendant's parent corporations. Defendant argues that the proper party has been named and that it would be prejudiced by adding parties approximately one month prior to the trial date. Defendant also argues that the addition of parent corporations unnecessarily complicates what it sees as a simple negligence action. Finally, Defendant argues that the amendment would be futile as the three year statute of limitations has run and merely filing a Motion to Amend with a proposed Amended Complaint does not satisfy the filing requirement envisioned by Rule 3, SCRCP.

The Court agrees with Defendant that Plaintiff's proposed amendment adds unnecessary complication one month prior to the trial date. As a result, Defendant would be prejudiced if the Court were to grant Plaintiff's amendment. It is not necessary for the Court to rule on Defendant's argument regarding whether the statute of limitations is tolled by a Rule 15, SCRCP, Motion to Amend at this time.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Amend is **DENIED**.

Paul M. Burch

_____, 2018



Richland Common Pleas

Case Caption: Richard A Finan vs Vista Wings LLC , defendant, et al
Case Number: 2016CP4007109
Type: Order/Amend

So Ordered

s/Paul M. Burch, Judge #2048

Electronically signed on 2018-09-07 15:51:29 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	OF THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
	)	Case Number: 2016-CP-40-07109
Richard A. Finan,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	ORDER DENYING PLAINTIFF'S
Vista Wings, LLC, d/b/a Wild Wing Café-	)	MOTION FOR RECONSIDERATION
Columbia, Brent Weston, and Aaron Miller,	)	
	)	
Defendants.	)	
_____	)	

This matter is before the Court on Plaintiff's Motion for Reconsideration. After carefully reviewing the record and my prior order in the above-referenced matter, the Plaintiff's Notice and Motion for Reconsideration, is hereby DENIED.

THEREFORE, Plaintiff's Motion for Reconsideration is hereby DENIED without further hearing.

AND IT IS SO ORDERED.

The Honorable Paul M. Burch
Judge, Fourth Judicial Circuit

Pageland, South Carolina
October 17, 2018



Richland Common Pleas

Case Caption: Richard A Finan vs Vista Wings LLC , defendant, et al
Case Number: 2016CP4007109
Type: Order/Form 4

So Ordered

s/Paul M. Burch, Judge #2048

Electronically signed on 2018-10-17 17:24:53 page 2 of 2

STATE OF SOUTH CAROLINA,)
)
COUNTY OF RICHLAND)
)
Richard A. Finan)
)
Plaintiff,)
)
vs.)
)
Vista Wings, LLC d/b/a Wild Wing Café-)
Columbia, Brent Weston, and Aaron Miller,)
Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2016-CP-40

2016 DEC -1 AM 10:30
JEANETTE W. MOSELEY
CLERK, C.C.P. & C.S.
RICHLAND COUNTY
FILED

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Columbia, South Carolina

Dated: December 1, 2016



Plaintiff/Attorney for Plaintiff

Address: Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Columbia, SC 29201

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Richard A. Finan,
Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-

COMPLAINT
(Jury Trial Demanded)

2016 DEC -1 AM 10:36
JANETTE W. MCARDLE
C.O.P. 20.S.
RICHLAND COUNTY
FILED

Plaintiff Richard A. Finan ("Finan"), by and through the undersigned counsel and complaining of the Defendants Vista Wings, LLC d/b/a Wild Wing Café-Columbia ("Wild Wing"), Defendant Brent Weston ("Weston"), and Defendant Aaron Miller ("Miller"), (collectively hereinafter referred to as "Defendants"), alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Finan is a citizen and resident of the County of Richland, State of South Carolina.
2. Defendant Wild Wing is a corporation organized and existing under the laws of the State of South Carolina and, upon information and belief, its principal place of business is located at 729 Lady St, Columbia, South Carolina 29201.
3. Upon information and belief, Defendant Wild Wing, by and through its members, officers, directors, employees, agents, servants, and others for whose actions Wild Wing is directly and vicariously liable, transacts business as a restaurant and employs agents and employees in Richland County, South Carolina and is licensed to sell and provide alcohol by the South Carolina Department of Revenue Alcohol Beverage Licensing.

4. Upon information and belief, Defendant Brent Weston is an individual over the age of 18 and is a citizen and resident of the County of Lexington, State of South Carolina.

5. Upon information and belief, Defendant Aaron Miller is an individual over the age of 18 and is a citizen and resident of the County of Lexington, State of South Carolina.

JURISDICTION AND VENUE

6. This Court has personal jurisdiction over the parties to this action pursuant to S.C. Code Ann. § 36-2-803, and has subject matter jurisdiction with respect to all causes stated herein.

7. Venue is proper in this forum under S.C. Code Ann. § 15-7-30 because the Defendants live, reside, or do business in Columbia, South Carolina, and the acts and omissions that are the subject of this litigation occurred in Columbia, South Carolina.

FACTUAL ALLEGATIONS

8. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.

9. On the night of June 5, 2015, Mr. Finan was a patron and invitee at Defendant Wild Wing's restaurant, which hosted an outdoor concert featuring the Ricky Young Band.

10. Mr. Finan was violently assaulted at the concert at approximately 11:00 pm, by an unknown assailant ("Suspect 1") who was, upon information and belief, intoxicated as a result of the continued service of alcohol by Defendant Wild Wing, in violation of S.C. Code Ann. § 61-4-580 and S.C. Code Ann. § 61-6-2220.

11. After witnessing the assault and battery, Defendant Weston, attacked Mr. Finan from behind by putting him in a "choke hold," which prevented Mr. Finan from being able to breathe and defend himself. Upon information and belief, Defendant Weston was hired to provide

security services for the outdoor concert hosted by Defendant Wild Wing, and was acting under the direction, control, and authority of Defendant Wild Wing.

12. Mr. Finan attempted to get out of the choke hold because he was unable to breathe, but was unable to do so. At no time did Mr. Finan engage in any conduct that would warrant his detention, much less the application of a dangerous choke hold around his throat.

13. While Mr. Finan was being held in a choke hold by Defendant Weston, Defendant Weston colluded with Defendant Miller in holding Mr. Finan in such way as to render him defenseless, asphyxiated and incapacitated, and while Defendant Miller attacked and repeatedly struck Mr. Finan about the face and head.

14. Upon information and Defendant Miller was employed by and/or acting as agent for Defendant Wild Wing and/or Defendant Weston in "assisting" in the provision of security services for Defendant Wild Wing's patrons on the evening June 5, 2015.

15. Defendants collectively used their position and authority as "security" to justify the violent attack against Mr. Finan. Upon information and belief, both Defendants Miller and Weston were intoxicated as a result of the continued service of alcohol by Defendant Wild Wing, in violation of S.C. Code Ann. § 61-4-580 and S.C. Code Ann. § 61-6-2220.

16. Upon information and belief, Defendant Wild Wing knew or should have known that Defendants Weston and/or Miller are amateur mixed martial arts fighters, prone to use these types of opportunities to impart excessive force on untrained and defenseless patrons.

17. At no time did any other personnel employed by Defendant Wild Wing intervene or come to the aid of Mr. Finan while he was being assaulted and attacked by Suspect 1 or by Defendants Weston and Miller.

18. Mr. Finan suffered considerable damages and injuries, including without limitations those to his face, eye, neck, torso, and head as a direct result of the willful, negligent, and/or grossly negligent acts and/or omissions of the Defendants, or the servants or agents for whom they are vicariously liable.

FOR A FIRST CAUSE OF ACTION
(Negligence, Negligence *Per Se*, Gross Negligence)
(As to All Defendants)

19. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.

20. Plaintiff was an invitee at Wild Wing Café on the night of June 5, 2015 and the Defendants specifically undertook to provide security services for the benefit of Plaintiff.

21. As a result of Plaintiff's status as an invitee and Defendants' undertaking to provide for the care and security of Plaintiff, Defendants owed Plaintiff a duty of care.

22. Defendants Weston and Miller were acting in the scope of their employment with Defendant Wild Wing by providing security services for Defendant Wild Wing's patrons when they unjustly attacked and injured Mr. Finan.

23. Defendants while acting individually, and or through their servants, employees and others for whose actions they are directly and vicariously liable, jointly and severally, breached their duties of care in a negligent, grossly negligent and/or reckless manner, including, but not limited to, in the following particulars:

- a. In failing to exercise due care in planning for and hosting the Ricky Young Band concert at Defendant Wild Wing's restaurant on or about June 5, 2015;
- b. In failing to provide adequate security, both in number and in qualification, at Defendant Wild Wing's restaurant to protect the safety of its patrons;

- c. In failing to adequately protect Mr. Finan from assault by other patrons at Defendant Wild Wing's restaurant;
- d. In failing to adequately protect Mr. Finan from assault by Defendants Weston and Miller;
- e. In failing to intercede in either of the assaults against Mr. Finan;
- f. In providing alcohol to intoxicated individuals;
- g. In consuming alcohol to excess during the provision of security services on the night of June 5, 2015;
- h. In negligently restraining Mr. Finan in such a way as to result in extreme physical harm to him; and
- i. In such other particulars as to be shown to a trier of fact.

24. Defendant Wild Wing exercised sufficient control over the scope of Defendant Weston and Miller's actions such that each should be considered an agent of Defendant Wild Wing.

25. Defendants Weston and Miller's acts occurred substantially within the authorized time and space limits of their employment and/or agency.

26. Defendants Weston and Miller's acts were actuated at least in part by a desire to serve their employer and/or principal or to further its interest.

27. Defendant Wild Wing is responsible for those acts performed by Defendant Weston and Defendant Miller.

28. As a direct and proximate result of the Defendants' negligent, grossly negligent, willful and wanton conduct, jointly and severally, Plaintiff has suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, psychological and emotional

damages, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

FOR A SECOND CAUSE OF ACTION
(False Imprisonment)
(As to All Defendants)

29. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.

30. Defendants intentionally restrained Mr. Finan without permission and against his will and repeated efforts to free himself.

31. Mr. Finan was aware of his restraint, attempted repeatedly and unsuccessfully to break free, and was afraid for his life.

32. The restraint was unlawful under S.C. Code Ann. § 17-13-20, as it was not in response to suspected larceny or any felony being committed by Mr. Finan.

33. As a result of being restrained, Mr. Finan was unable to disengage from the confrontation or defend himself, and was instead struck repeatedly on and about his face, head and torso causing significant injuries.

34. As a result of the Defendants' actions, jointly and severally, Plaintiff has suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, psychological and emotional damages, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

FOR A THIRD CAUSE OF ACTION
(Assault and Battery)
(As to All Defendants)

35. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.

36. Defendant's conduct placed Mr. Finan in reasonable fear of bodily harm.
37. Defendants subsequently inflicted forcible contact on Mr. Finan's person.
38. Mr. Finan suffered mental and emotional anguish as a result of the fear of being struck and/or harmed.
39. Mr. Finan suffered physical injury as a result of the contact, battery and beating he was subjected to by the Defendants.
40. As a result of the Defendants' conduct, jointly and severally, Plaintiff has suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, psychological and emotional damages, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

FOR A FOURTH CAUSE OF ACTION
(Negligent Hiring, Training, Retention and Supervision)
(As to Defendant Wild Wing)

41. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.
42. Defendant Wild Wing had a duty to vet, hire and/or retain only suitable personnel to provide, among other services, the lawful and responsible service of alcohol and the provision of security to its patrons for events like the Ricky Young Band concert on June 5, 2015.
43. Defendant Wild Wing had a further duty to train and supervise its employees, agents and/or security personnel, to provide, among other services, the lawful and responsible service of alcohol and the provision of security to their patrons for events like the Ricky Young Band concert on June 5, 2015.
44. In all respects, Defendant Wild Wing negligently, willfully, wantonly, recklessly and/or grossly negligently breached these duties in the following particulars:

- a. In failing to properly vet, hire or retain employees, agents and/or contractors or representatives with suitable background, skill, experience and temperament to perform the job functions they were discharging on the evening of June 5, 2015. Such failures by Defendant Wild Wing include without limitation, failure to perform criminal background checks, contact references and prior employers, or otherwise evaluate their suitability for the roles they were retained to discharge;
- b. In failing to properly train their employees, agents and/or contractors or representatives to properly discharge their essential job functions, including, without limitation, training these said individuals to:
 - i. Comply with South Carolina law;
 - ii. Identify intoxicated patrons;
 - iii. Refuse the service of alcohol to obviously or apparently intoxicated individuals;
 - iv. Safely remove intoxicated, belligerent and/or dangerous individuals from the premises;
 - v. Identify and intervene where safety risks exist to patrons;
 - vi. Exercise the proper use of force in the limited circumstances where force is both necessary and appropriate; and
 - vii. Otherwise perform functions and duties its agents, employees, and/or contractors or representatives were engaged in or should have been engaged in on the evening of June 5, 2015.

c. In failing to properly train their employees, agents and/or contractors or representatives to properly discharge their essential job functions, including, without limitation, training these said individuals to:

- i. Comply with South Carolina law;
- ii. Identify intoxicated patrons;
- iii. Refuse the service of alcohol to obviously or apparently intoxicated individuals;
- iv. Safely remove intoxicated, belligerent and/or dangerous individuals from the premises;
- v. Identify and intervene where safety risks exist to patrons;
- vi. Exercise the proper use of force in the limited circumstances where force is both necessary and appropriate; and
- vii. Otherwise perform functions and duties its agents, employees, and/or contractors or representatives were engaged in or should have been engaged in on the evening of June 5, 2015.

d. In failing to properly supervise their employees, agents and/or contractors or representatives while these persons were discharging their essential job functions on the evening of June 5, 2015, including, without limitation:

- i. Adopt and enforce policies and procedures that would result in compliance with South Carolina law;
- ii. Adopt and enforce policies and procedures that would prevent the service of alcohol to obviously or apparently intoxicated individuals;

- iii. Employ sufficient supervisory staff to ensure compliance with South Carolina law, the policies and procedures of Defendant Wild Wing, and the standard of care owed by bars, restaurants, and event hosts in South Carolina;
- iv. Properly use and monitor point-of-sale information to track overconsumption of alcohol by patrons or employees;
- v. Failing to use state of the art equipment, such as video monitoring, to monitor the premises, the conduct of employees and patrons, and to allow sufficient notice to Defendant Wild Wing's supervisory personnel of harm and risks of harm to its patrons;
- vi. Adopt and enforce policies and procedures that adequately provide security for patrons from other patrons, employees, agents, or contractors of Defendant Wild Wing;
- vii. Adopt and enforce policies and procedures that would have prevented its employees, agents, contractors, and/or representatives from being provided alcohol by Defendant Wild Wing while working on the premises;
- viii. Adopt and enforce policies and procedures that limit the use of violence or force on patrons;
- ix. Adopt and enforce a plan to safely intervene where risk of harm or violence exists to patrons;
- x. Otherwise have managers, policies, procedures its agents, employees, and/or contractors or representatives were engaged in or should have been engaged in on the evening of June 5, 2015.

45. Had Defendant Wild Wing properly discharged its duty to vet, hire, train, retain and supervise its employees, agents, contractors, and/or other personnel engaged in alcohol service, security or management, Mr. Finan would not have sustained his injuries.

46. As a result of the Defendant Wild Wing's conduct, Plaintiff has suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, psychological and emotional damages, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

FOR A FIFTH CAUSE OF ACTION
(Premises Liability)
(As to Defendant Wild Wing)

47. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.

48. Plaintiff was an invitee at Wild Wing Café.

49. Defendant Wild Wing owed a duty to Mr. Finan, as an invitee, to exercise due care and take safety precautions to warn of or eliminate unreasonable risks within the premises.

50. Defendant Wild Wing was negligent in failing to eliminate unreasonable risks to Mr. Finan as discussed above.

51. As a direct and proximate result of the foregoing, Plaintiff suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

FOR A SIXTH CAUSE OF ACTION
(Dram Shop Liability)
(As to Defendant Wild Wing)

52. Each and every allegation contained hereinabove is repeated, re-alleged, and reasserted as if fully set forth herein verbatim.

53. Mr. Finan was a patron in the Vista location of Defendant Wild Wing's restaurant located at 729 Lady St, Columbia, South Carolina 29201.

54. Defendant Wild Wing is the holder of a permit authorizing the sale of beer or wine in South Carolina.

55. Upon information and belief, Defendant Wild Wing or its agents or employees knowingly overserved intoxicated individuals in an illegal manner in violation of S.C. Code Ann. §§ 61-4-580 and 61-6-2220.

56. Defendant Wild Wing owed Mr. Finan a duty not to knowingly overserve other patrons or to perform alcohol sales to individuals Defendant Wild Wing knew or should have known were intoxicated, including, upon information and belief, Subject 1 and Defendants Weston and Miller.

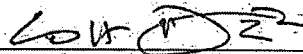
57. As the direct and proximate result of Defendant Wild Wing's violations of Mr. Finan was violently attacked and suffered multiple injuries by patrons of Defendant Wild Wing's restaurant who were intoxicated and illegally overserved alcohol.

58. The Dram Shop statutes were designed to protect individuals like Mr. Finan from the type of harm Mr. Finan suffered. South Carolina recognizes a private cause of action in favor of Mr. Finan for Defendant Wild Wing's violation of these penal statutes.

59. As a direct and proximate result of Defendant Wild Wing's violations of S.C. Code Ann. §§ 61-4-580 and 61-6-2220, Plaintiff suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

WHEREFORE, Plaintiff respectfully requests a jury trial on all causes of action and prays that judgment be entered against the Defendants on all causes of action (either here or in any subsequently amended version of these pleadings) and that:

1. The Court enter judgment against all Defendants, both jointly and severally, in a sum of actual, consequential, and punitive damages as is appropriate on each cause of action, and to include an award of attorney's fees and costs on the appropriate action;
2. The Court award prejudgment and post-judgment interest as appropriate;
3. The Court grant Plaintiff such other and further relief as it deems just and appropriate.


Jenkins M. Mann, Esq. (S.C. Bar # 74894)
Shaun C. Blake, Esq. (S.C. Bar # 75819)
Colton Driver, Esq. (S.C. Bar # 102692)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1330 Lady St, Suite 400
Columbia, SC 29201
Tel: (803) 256-1268
Fax: (803) 252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com
cdriver@rogerslewis.com

December 1, 2016
Columbia, SC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan,) Civil Action No.: 2016-CP-40-07109

Plaintiff,)

v.)

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller,

Defendants.)

DEFENDANT
VISTA WINGS, LLC d/b/a
WILD WINGS CAFÉ - COLUMBIA
ANSWER
(JURY TRIAL DEMANDED)

RICHLAND COUNTY
FILED
2017 JAN 30 PM 1:10
CLERK OF COURT
JENNIFER L. HARRIS

COMES NOW, the Defendant, Vista Wings, LLC dba Wild Wings Cafe - Columbia, by and through its undersigned attorneys, answering the Complaint of the Plaintiff, would allege and show unto the Court:

FOR A FIRST DEFENSE

1. Each and every allegation of the Plaintiff's Complaint not specifically admitted herein is denied.
2. Lacks sufficient knowledge and information to form a belief as to the allegations as to paragraphs 1 and 2, and thereby deny the same.
3. Admits so much of paragraph 3 which alleges or may be construed to allege that Vista Wings transacts business in Richland County and is licensed to sell alcohol. Lacks sufficient knowledge and information to form a belief as to the remaining allegations as to paragraph 3, and thereby deny the same.
4. Lacks sufficient knowledge and information to form a belief as to the allegations as to paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and thereby deny the same.

5. Denies the allegations of paragraphs 14, 15, and 16, and thereby deny the same.
6. Lacks sufficient knowledge and information to form a belief as to the allegations as to paragraphs 17, 18, 19, 20, and 21, and thereby deny the same.
7. Denies the allegations of paragraphs 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31, and thereby deny the same.
8. Lacks sufficient knowledge and information to form a belief as to the allegations as to paragraph 31, 32, and 33, and thereby deny the same.
9. Denies the allegations of paragraphs 34, 35, 36, 37, and 38, and thereby deny the same.
10. Lacks sufficient knowledge and information to form a belief as to the allegations as to paragraphs 39, and thereby deny the same.
11. Denies the allegations of paragraphs 40 and 41, and thereby denies the same.
12. Defendant would show that its duties are prescribed by and in accordance with South Carolina law. To the extent that paragraph 42 is inconsistent therewith, hereby denies the same.
13. Defendant would show that its duties are prescribed by and in accordance with South Carolina law. To the extent that paragraph 43 is inconsistent therewith, hereby denies the same.
14. Denies the allegations of paragraphs 44, 45, 46, and 47, and thereby deny the same.
15. Lacks sufficient knowledge and information to form a belief as to the allegations as to paragraph 48, and thereby deny the same.

16. Defendant would show that its duties are prescribed by and in accordance with South Carolina law. To the extent that paragraph 49 is inconsistent therewith, hereby denies the same.

17. Denies the allegations of paragraphs 50, 51, 52, and 53, and thereby deny the same.

18. Admits the allegations of paragraph 54.

19. Denies the allegations of paragraph 55, and demands strict proof thereof.

20. Defendant would show that its duties are prescribed by and in accordance with South Carolina law. To the extent that paragraph 56 is inconsistent therewith, hereby denies the same.

21. Denies the allegations of paragraph 57, and demands strict proof thereof.

22. Defendant craves reference to South Carolina law and statutes applicable thereto, and to the extent that the allegations of paragraph 58 is inconsistent therewith, hereby denies the same.

23. Denies the allegations of paragraph 59, and demands strict proof thereof.

FOR A SECOND DEFENSE
(Failure to State a Claim)

24. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

25. The Defendant would show that the Plaintiff's Complaint fails to state a claim upon which relief can be granted, and, therefore should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

(Comparative Negligence)

26. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

27. The Defendant would show that such injuries or losses that Plaintiff sustained, if any, was due to and caused by the sole negligence, gross negligence, willfulness, wantonness, carelessness and recklessness of the Plaintiff, combining, concurring and contributing with the negligence, if any, on the part of this Defendant, to such a degree that Plaintiff's recovery is barred by the doctrine of comparative negligence in South Carolina.

FOR A FOURTH DEFENSE

(Intervening and Superseding Negligence)

28. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

29. The Defendant would show that such injuries or losses that Plaintiff sustained, if any, as alleged in Plaintiff's Complaint, was not due to or caused by any negligence on the part of the Defendant, but was rather due to and caused by the contributing, concurring, intervening or superseding fault, breach of warranty or act or omission of a third party, over which this Defendant had no control.

FOR A FIFTH DEFENSE

(Assumption of Known Risk)

30. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

31. The Defendant would show that the Plaintiff knew of the probable risk of injury or harm resulting from Plaintiff's actions, and therefore, the Defendant would plead the doctrine of assumption of a known risk as a complete bar to this action.

FOR A SIXTH DEFENSE

(Unavoidable Accident)

32. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

33. The Defendant would show that such injuries or losses that the Plaintiff sustained, if any, as alleged in Plaintiff's Complaint, was not due to or caused by the negligence on the part of the Defendant, but was rather due to and caused by an unavoidable accident, thereby barring any claim whatsoever.

FOR A SEVENTH DEFENSE

(Improper Venue)

34. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

35. Defendant pleads the defense of improper venue in the County of Richland, State of South Carolina.

FOR AN EIGHTH DEFENSE

(Spoliation)

36. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

37. The Defendants would show that Plaintiff's Complaint is barred by the doctrine of spoliation.

FOR A NINTH DEFENSE
(Punitive Damages)

38. The allegations contained in the preceding paragraphs, not inconsistent herewith, are hereby realleged as if set forth herein verbatim.

39. The Defendant alleges that the Plaintiff's claim for punitive damages violates both the Fourteenth Amendment to the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that the jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of any meaningful standard and is inconsistent with due process guarantees.

40. The Defendant alleges that the Plaintiff's claim for punitive damages violates the Fifth, Sixth and Fourteenth Amendments to the United States Constitution and Article I, Section 3 of the South Carolina Constitution because, even if it could be argued the standard governing the imposition of punitive damages exists, the standard would be void due to vagueness.

41. The Defendant alleges that the Plaintiff's claim for punitive damages violates the equal protection clause of the Fourteenth Amendment to the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth of the Defendant.

42. The Defendant alleges that the Plaintiff's claim of punitive damages violates the doctrine of separation of powers and Article I, Section 3 of the South Carolina Constitution because punitive damages are a creation of the Judicial Branch of government which invades the province of the Legislative Branch of government.

43. Defendant would show, upon information and belief, that the Plaintiff's claim for punitive Damages violates the Fifth, Sixth, Seventh, Eighth and Fourteenth Amendments to the Constitution of the United States of America in that it violates the double jeopardy clause in that

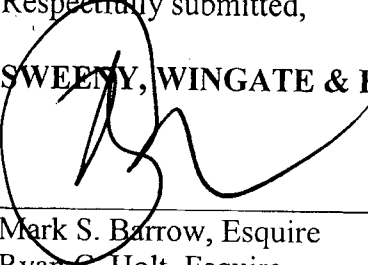
Defendant could be subjected to multiple awards of punitive damages for the same set of facts; the self-incrimination clause is being violated because Defendant can be compelled to give testimony against itself in a penalty situation such as punitive damages; the assessment of punitive damages by a burden of proof less than beyond a reasonable doubt is violative of the Sixth and Fourteenth Amendments in that punitive damages are a fine or penalty and are, therefore, quasi-criminal in nature; Plaintiff's claim for punitive damages violates Defendant's right to access the courts as guaranteed by the Seventh and Fourteenth Amendments because the threat of an award of punitive damages chills this Defendants' exercise of that right; the Plaintiff's claim for punitive damages violates the Eighth Amendment's guarantee that excessive fines shall not be imposed; the Plaintiff's claim for punitive damages violates both the due process and equal protection clauses of the Fourteenth Amendment in that the standard for awarding either punitive damages is unduly vague and, therefore, violates both procedural and substantive due process safeguards; therefore, the Plaintiff's claim for punitive damages should be dismissed.

WHEREFORE, having fully answered, the Defendant prays that the Plaintiff's Complaint be dismissed with costs, for attorneys' fees and such other and further relief this Court deems just and proper.

The Defendant demands a jury trial.

Signature to follow on next page.

Respectfully submitted,


SWEENEY, WINGATE & BARROW, P.A.

2/2/17

Mark S. Barrow, Esquire
Ryan C. Holt, Esquire
William H. Yarborough, Jr., Esquire
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANT VISTA
WINGS, LLC d/b/a WILD WINGS CAFE -
COLUMBIA**

Columbia, South Carolina

January 27, 2017

State of South Carolina) In the Court of Common Pleas
County of Richland) Fifth Judicial Circuit
2016-GS-40-7109

Richard A. Finan,)
Plaintiff,)
vs.)
Vista Wings, LLC, et al,)
Defendants.)
_____)

September 6, 2018

Columbia, South Carolina

B e f o r e:

The Honorable Paul M. Burch, Judge

A p p e a r a n c e s:

Shawn Blake, Esquire,
Attorney for the Plaintiff

Ryan William Holt, Esquire
William G. Yarborough III, Esquire
Attorneys for the Defendants

Bonnie H. Kelly, CVR
Circuit Court Reporter

I N D E X

<u>WITNESS/DESCRIPTION</u>	<u>PAGE NO.</u>
Motion/Mr. Blake	4
Response/Mr. Holt	10
Reply/Mr. Blank	14
Decision by the Court	18
Certificate Page	20

E X H I B I T S

-- NO EXHIBITS ENTERED --

1 (On the record at 2:19 p.m.)

2 MR. HOLT: Good morning, Your Honor. Ryan Holt for
3 the Defendants in this case.

4 MR. YARBOROUGH: William Yarborough, also for the
5 Defendants, Your Honor.

6 MR. BLANK: And Shaun Blake, for the Plaintiff,
7 Richard Finan.

8 THE COURT: All right. What can I help you with?

9 MR. BLANK: Good morning, Your Honor. May it please
10 the Court? We are here today on a motion for an amended
11 complaint in this matter. It's the first time the
12 Plaintiff has moved to -- hasn't -- amended as a matter of
13 right and -- it's the first attempt to amend the complaint.

14 The case was filed in late 2016, and the case has had
15 some difficulty going forward due to discovery issues.
16 There's been a lot of motions to compel filed in this
17 action.

18 At -- the crux of this case, the -- the -- I guess the
19 factual framework, briefly, Your Honor, is that Mr. Finan
20 was visiting at the Vista Wings location of the Wild Wing
21 Café down there in the vista, downtown Columbia. He was
22 there on June 5, 2015.

23 Mr. Finan -- June 5, 2015, Mr. Finan was there that
24 evening with some family. An altercation broke out at the
25 bar, Mr. Finan was placed in a chokehold for several

1 minutes, and was -- witnesses described him being punched
2 repeatedly in the face while he was in that chokehold.

3 He then brought this action later that same year, Your
4 Honor, seeking to hold Vista Wings, the entity that we
5 understand to be the operator of the location in the Vista,
6 liable for negligence arising out of that assault. And
7 essentially, the elements are -- of the negligence are:
8 Failure to staff, failure to train, letting people get
9 intoxicated in violation of the South Carolina law on
10 premises, all of which resulted in this attack. That --
11 that's the gist of Mr. Finan's allegations.

12 The case has gone forward with discovery, and on March
13 2 of this year, Judge Benjamin heard one -- one of the --
14 several -- several of the additional motions to compel that
15 were pending in the case. She issued a Form 4 back on
16 March 5, 2018. The parties are actually still awaiting the
17 signed order on that motion to compel.

18 But I am happy to report to the Court that Vista Wings
19 counsel has been most cooperative since that hearing in
20 providing us some additional discovery responses which will
21 allow me to amend this motion, or at least remove some of
22 the requests from the motion today to sort of shorten the
23 time and to limit the issues for the Court on this motion
24 to amend because it's clarified some of the roles of the
25 parties.

1 But back to my time line, Judge. We had this argument
2 in front of Judge Benjamin on March 2. After -- after the
3 hearing on the motion to compel, understanding what was
4 forthcoming, we went ahead and scheduled some depositions.
5 Some of those had to be cancelled due to the unavailability
6 of parties last -- last witness, but we were able to depose
7 a gentlemen named "Bryan Neal."

8 Bryan Neal was the general manager at the time down at
9 that Vista Wings location, and Mr. Neal disclosed some --
10 made some statements in his deposition that identified that
11 his employer was in fact the corporate entity that owns the
12 Wild Wing Café. Without boring you with all the details of
13 their structure, essentially, Wild Wings has franchise
14 stores, corporate stores, and the Vista location is a
15 corporate store.

16 And as that deposition developed, Your Honor -- and I
17 have a copy of it and I can show you excerpts, as -- as may
18 be required in the motion. But as it developed,
19 essentially what Mr. Neal says is Corporate adopts our
20 policies; Corporate handles our mark -- marketing;
21 Corporate is responsible for setting up training
22 guidelines; Corporate tells us what our sales objectives
23 are, tracks our sales goal -- performance, tells us how
24 much to sell; Corporate is responsible for employing and
25 managing the managers in the location.

1 And what we've learned since Mr. Neal's deposition,
2 through the supplemental discovery, is that one of the
3 Aetius Companies that we have sought to add as a party to
4 this case is the corporate parent, the -- the company that
5 owns the membership interest in the current Defendant,
6 Vista Wings.

7 And so it -- we -- we were -- as I'm sure you know
8 this from the motion, Your Honor, initially we were seeking
9 to add all four of these Asciant -- Aetius restaurant
10 entities that have been -- sought to be added to the case,
11 and then two Axum companies which are the investment
12 companies that -- that we were told by Mr. Neal, owned
13 those Aetius companies.

14 And then two managers at the Vista Wings location who
15 are responsible for the staffing and security present that
16 night, and -- and really the reason why we wanted to name
17 the individuals, Your Honor, is that we didn't know
18 actually who employed them, and we didn't want vicarious
19 liability opportunities to come and go with the statute of
20 limitations.

21 So out of the abundance of caution, this motion was
22 filed in March, following Mr. -- the week following Mr.
23 Neal's deposition to make sure that the claims against all
24 potential Defendants had been sought to be added to this
25 complaint prior to the three year statute of limitations

1 potentially running.

2 Like I said, we now understand, Your Honor, that these
3 Aetius companies are -- are probably the only companies
4 that could have an employment relationship with the
5 managers and the general managers that were sought to be
6 added as individual defendants in this motion. So I would
7 withdraw the motion as it relates to the two additional
8 individuals: One is a "Santana Griffin, one is a "Craig
9 Heifner." Based on the discovery we received, we
10 understand now that these Aetius companies are likely the
11 only companies that could have been the employer of those
12 two persons.

13 And similarly, Your Honor, I'll withdraw the motion as
14 it relates to the capitol investment groups, the Axum
15 parties, because again, it appears that the Aetius
16 companies are the ones that would have the employment
17 relationship with the folks that could be liable for that
18 night and who were dictating the policies down to the
19 subsidiary Vista Wings.

20 So that was about as simple as I could make it, Judge.
21 At this point I'm only seeking to add these four Aetius
22 companies who had represented at court, in a brief they
23 filed last November, that they were all acting essentially
24 as the parent of this Defendant. And it's based on that
25 representation the four Aetius companies made in a brief

1 they filed in this court last November and the testimony of
2 Mr. Neal outlining in detail the role that these parent
3 companies have in setting the policies and the staffing
4 requirements and the sales target goals and the trainings
5 of Vista Wings, LLC, we seek to add them as additional
6 Defendants in this case so that they can be -- we can do
7 discovery on them at -- at -- to the extent it's necessary,
8 and the case can be tried against them as well to the
9 extent they are the ones that are vicariously liable for
10 the actors that were at fault -- the individuals acting at
11 fault that resulted in this sort of mismanaged concert
12 event down at the Wild Wings on June 5, 2015.

13 I think there's a couple of practical concerns. I'm
14 not gonna bore you with the standard under Rule 15, Judge,
15 but there's two practical concerns here why I think justice
16 requires the motion to be granted.

17 One, during the pendency of this motion over the past
18 six months, there is an argument now that did not exist
19 when this motion was filed that the statute may have run.
20 And so I believe Mr. Finan would be materially prejudiced
21 if hisp motion were denied because then he would have to
22 sue these companies separately and would potentially face a
23 motion to dismiss or summary judgement on the -- on the
24 statue of limitations.

25 And secondly, Vista Wings, LLC, Your Honor, has

1 represented that it has a \$50,000 diminishing insurance
2 policy or that there's been an exclusion that has been
3 basically placed in effect. Based on the alcohol and the
4 assault that was sort of the base of the fight that
5 happened.

6 This claim arises out of assault. Their policy has an
7 exclusion based on assaults on the premises, and -- and
8 we've been told that the policy's now essentially wiped
9 out, that that \$50,000 in coverage has been eroded. And so
10 as a practical matter, I think Mr. Finan would be
11 prejudiced if he's not able to add other parties who have
12 potential additional insurance coverages for the claims
13 that he is seeking to take to trial here shortly.

14 So we ask the motion be granted.

15 THE COURT: All right. Yes, sir.

16 MR. HOLT: Thank you, Your Honor. If it please the
17 Court. Ryan Holt for the Defendant in this case.

18 As the Court knows, the inquiry for a request to amend
19 is fairly tailored, but since there were some factual
20 issues that were addressed, I do want to address the scope,
21 just in one respect. I think that's important for the
22 Court to know kinda what we're dealing with.

23 This of course happened in June of 2015, it was filed
24 in December of 2016, and the case was first up on the
25 roster February of this year; and we begged the Court to

1 allow us to proceed with trial at that time, that we had
2 done everything that we needed to to prosecute and defend
3 this type of a case.

4 'Cause, really, what this case come down to is a
5 gentlemen who went to a country music concert over at the
6 Wild Wing location, he got involved in a fight with another
7 patron, and got punched. He went to the ER and his medical
8 bills are \$1500, Judge. So this is a case that we see
9 often in the premises liability setting and that's a case
10 that we're familiar with and that we can defend and -- and
11 deal with depositions and deal with questions about whether
12 there enough security and whether too much alcohol was
13 served and that kind of thing. 'Cause that -- that kinda
14 case makes sense to everybody involved.

15 But what has happened over time is that there's been
16 these efforts delaying the trial of this case. And one of
17 those efforts began with additional discovery requests,
18 kind of needling into corporate ancestry of the company
19 here that's in the Vista. And so that's why all these
20 companies are being referenced today.

21 Judge, we have produced -- I know Your Honor
22 referenced some motions to compel on the issues that are
23 out there and those often times -- we have produced 4,000
24 pages of documents in a case, again, involving a guy who
25 went to the ER for \$1500 'cause he got punched in the face.

1 And we have produced 4,000 documents.

2 So what the Plaintiff's approach has been, despite the
3 mediation to try to resolve this case and offers that we
4 have made in multiples of that ER bill amount to try to
5 resolve this, is that they now want to make it a case about
6 these parents and grandparents and great-grandparent
7 companies which don't have anything to do with this case at
8 all.

9 There's no question that one entity, and one entity
10 only, operated the facility over there in the Vista and
11 that entity is properly named. And I've been hired here to
12 defend that entity today. And so if -- if they have
13 concerns about getting to these other entities in terms of
14 money, well, at the end of the day, they can go get a
15 judgement, as Your Honor knows, and then they can try to
16 collect that judgement against Wild Wing. And if they can,
17 then we're done. If they can't, then they can go pierce
18 the corporate veil and try to get some of these companies
19 up the chain.

20 But that's not -- we're a long way from that at this
21 point. We really first just need to try this case, which
22 we've been trying to do for months and months, and here at
23 literally the eleventh hour, we're facing a request to
24 amend.

25 So I would address the two issues from Rule 15, that

1 Your Honor knows well.

2 The first is prejudice. How are we gonna be
3 prejudiced? This is not the situation, Judge, where it's a
4 case against a trucking company on negligence, and they
5 want to add a negligent hiring claim kind of at the end.
6 We understand that -- that happens all the time and there's
7 relation back -- the rule provides for relation back of an
8 amendment. That's okay.

9 This is entirely different because they're gonna bring
10 in new parties who've not been involved in this case of
11 party, and they're gonna issue new allegations against
12 them. So no longer is this gonna be a case about a guy who
13 got in a restaurant fight, but this is gonna be ballooned
14 into a case about corporations and their entities and who
15 handles payroll and -- and who hires security and those
16 type of things.

17 And so we think that we're prejudiced by the addition
18 of these new parties and by the delay in trial because as
19 Your Honor also knows, a 180 days will be added to this
20 case for the trial with the addition of every new party.

21 The second reason why we believe that under Rule 15
22 this can't be granted is futility, which the case law
23 speaks to the concept of futility. And the reason there is
24 that the statute of limitations ran in June. Again, this
25 is not a relation back case. If they were adding causes of

1 action, we understand that those relate back to the
2 original transaction or occurrence. This is new parties
3 who are involved, and those parties are now exposed to
4 things that they wouldn't -- that necessarily even known
5 about. And that's why we have a statute of limitations in
6 this state is so that people are on notice that, after a
7 certain amount of time, they're not gonna be exposed to
8 stuff.

9 So you have these other companies who aren't parties
10 to the case. All of a sudden they're gonna be brought into
11 it. And I'm -- and I may not even represent them, Judge.
12 I've been retained by one insurance carrier. They may have
13 others, they may have corporate counsel come in. But if
14 I'm them, the first thing I'm doing is filing a motion to
15 dismiss based on statute of limitations ground. It's just
16 been long past three years on this case.

17 So this is -- I -- you know, I -- I don't want the
18 Court to think that we're pushing back on a request to --
19 you know, a year after the case got filed we amend it to
20 add a cause of action 'cause that's different. We
21 understand that is freely granted. This is a little
22 different, Judge, and so we'd ask the Court to respectfully
23 deny the motion. Thank you, Your Honor.

24 MR. BLAKE: Briefly, Your Honor. In response, one, I
25 -- I -- he's mischaracterized the complaint. There's --

1 there is a cause of action for premises liability. The
2 initial complaint filed absolutely raised causes of action
3 for negligent training, negligent hiring, negligent
4 supervision which is essentially all this case has boiled
5 down to in the course of discovery. That's it. That's
6 what the case is.

7 They held what was to them one of their four or five
8 biggest signature concerts of the year, they didn't have
9 any security available for it; and my client was choked for
10 two or three minutes, thought he was gonna die, had his
11 wife and family and friends there throwing bottles at the
12 attacker. And one of the attacker's testified, "I didn't
13 -- I wasn't gonna let him go until security came and took
14 him for me." And when I asked him, "Did security ever
15 come?" "No. Eventually, a police officer came," was what
16 one of the attackers testified to.

17 That -- this whole case is about negligent hiring,
18 supervision and training. And these parties, the one --
19 the -- the Aetius companies that I'm asking to add, are
20 ones that have participated in this case, that have been
21 involved in discovery disputes since last year, who have
22 sought to quash and fight off my ability to get discovery
23 from them to add them as parties to this case sooner, I --
24 the -- it's a matter of record Your Honor, there's a motion
25 to quash filed on behalf of these four Aetius companies

1 filed back on November 20, 2017, by the Sweeny, Wingate,
2 and Barrow Firm.

3 And yes, we are later in the case, but it's because
4 I've spent a year and half fighting for discovery to get
5 basic information from the parties to establish who
6 employed who; who owned Vista Wings, LLC; and who set it's
7 policies.

8 They did produced 4,000 pages, but it's taken three to
9 four motions to compel to get it, hence the reason for the
10 delay. And I do believe that the amendment would relate
11 back, Your Honor, because the -- these parties have been on
12 notice of the claims, they have filed a brief with this
13 court saying that they're the parent organization of the
14 named Defendant, and they have participated in this
15 litigation actively prior to any potential statute running.

16 And certainly Mr. Finan didn't know who they were
17 until he was able to get in there and get discovery and
18 figure out their involvement.

19 And so -- and -- and again, Your Honor, I'm happy to
20 walk through the deposition of Bryan Neal, page by page, to
21 show you where he testifies about the corporate parents'
22 involvements in every aspect of training, marketing,
23 supervising the managers, setting their sales goals,
24 increasing sales competitions between them, which Mr. Finan
25 alleges drove the incentive for these people to over-serve

1 clients that resulted in an environment where he was able
2 to be attacked.

3 It -- it -- it's -- it's the crux of the case, and
4 what we don't want to happen, Your Honor, is we go to court
5 and then Mr. Finan realizes, "Oh, this manager, this person
6 that adopted the policy, this person that did the training,
7 and this person that did -- that was responsible for
8 supervising that night, well, they weren't employed by
9 Vista Wings, LLC, they were employed by one of these four
10 companies that have held themselves out as one of the
11 parents of Vista Wings, LLC. And so we just seek to add
12 them for that reason.

13 I -- I don't know what -- I don't know why it would
14 require an additional six months. I think the parties
15 could agree to a transfer at any point in time they were
16 finished with discovery. We have a few depositions to do
17 that we've been discussing for a good period of time, but I
18 don't believe this will result in a six month delay, Your
19 Honor.

20 But I -- I -- I think it would be materially
21 prejudicial to the Plaintiff if he's not able to add these
22 parties at this point, given the fact that this motion's
23 been pending for five to six months, and now the Defendants
24 are arguing that his claims against these Defendants are
25 barred by the statute of limitations. That -- that -- that

1 just creates an impossible situation for him.

2 THE COURT: Anything else?

3 MR. HOLT: No, Your Honor. Thank you.

4 THE COURT: For what y'all are relaying to me from
5 both sides, I'm gonna deny this motion. Get this case
6 settled. You got the parties in there to get this thing to
7 trial for the jury to decide without complicating all this,
8 and all this time goes by. No. I'm not gonna do that.
9 Get it settled.

10 Prepare me an order and get this thing settled, or
11 either try it on what you got. Sounds like you got
12 everything there ready to go, go with it. And then if
13 something else comes up, go after those other corporations
14 like you said, pierce the corporate veil. It's not like
15 you're being totally barred out on it.

16 All right. Good luck.

17 MR. HOLT: Thank you, Judge.

18 MR. BLAKE: Thank you, Your Honor.

19 (Brief pause.)

20 MR. HOLT: Thank you, Your Honor.

21 The Court: Probably have to e-file that ---

22 MR. HOLT: Okay.

23 THE COURT: --- order.

24 MR. HOLT: We'll do that.

25 MR. BLAKE: Thank you, Your Honor.

The Court: Good luck. Y'all get it settled.

-- END OF TRANSCRIPT OF RECORD --

CERTIFICATE

I, the undersigned Bonnie H. Kelly, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the hearing of the captioned cause, relative to appeal, in the Fifth Circuit Court for Richland County, South Carolina, on the 6th day of September, 2018.

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

e/Bonnie H. Kelly

Bonnie H. Kelly, CVR

Official Court Reporter

Columbia, South Carolina

January 19, 2019

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

MOTION TO AMEND COMPLAINT

Pursuant to Rule 15, SCRCPP, Plaintiff, by and through undersigned counsel, hereby moves the court for leave to file and serve an Amended Complaint substantially the same as Exhibit A attached to this motion and to alter the caption of this action to reflect the parties in this action to mirror the caption in Exhibit A. In support of this motion, the Plaintiff states as follows:

1. The Complaint has never been amended in this action.
2. On March 1, 2018, the parties executed a Stipulation of Dismissal with Prejudice regarding Defendants Brent Weston and Aaron Miller. Therefore, the Complaint needs to be amended to update the nature of the claims, in part due to the discovery during the case that Mr. Weston and Mr. Miller were not employed by Vista Wings, LLC. Additionally, the caption needs to be amended to reflect the dismissal of these parties.
3. Pursuant to Rule 15(b), SCRCPP, this amendment seeks to conform the pleadings of this action to the evidence developed during the discovery of this case, including the deposition of Vista Wings, LLC's current General Manager, Brian Neal, who was deposed on March 13, 2018. Mr. Neal identified Axum Capital Partners to be his true employer and supervisor, and he disclosed significant involvement in the business operations of the Wild Wing Café in the Vista by the limited liability companies sought to be added to this action.

These facts give rise to causes of action directly and vicariously against the limited liability companies sought to be added to this action, as set forth in more detail in Exhibit A.

4. The attack of the Plaintiff occurred on June 5, 2015; therefore, there is no applicable statute of limitation that has passed. The claims against the parties sought to be added could still be otherwise filed as a stand-alone lawsuit; however, for the sake of judicial efficiency and to reduce cost and burden upon the parties, joinder of the claims to this action by way of an amendment to the Complaint is the better option.
5. The limited liability company parties sought to be added to this case have already been represented by Vista Wings, LLC's counsel in this case. By way of a motion filed on November 20, 2017, and at the hearing on that motion on March 2, 2018, that counsel has represented to the court that Aetius Restaurant Group, LLC; Aetius Restaurant Group, LLC; Aetius Franchising, LLC; and Aetius Holdings, LLC, "are, essentially, parent organizations of" Vista Wings, LLC. Therefore, these entities have already been involved in the litigation through their subsidiary and counsel, their interests have been represented, and no material prejudice arises from their addition as parties at this time.
6. Rule 15(a) states that leave to amend a pleading "shall be freely given when justice so requires." The Plaintiff has vigilantly attempted to conduct discovery in this case to learn facts, identify witnesses, identify the parent companies and owners of Vista Wings, LLC, and determine the proper parties and claims. On the hearing on March 2, 2018, Judge Benjamin indicated that she would sign an order that, amongst other relief regarding discovery sought by the Plaintiff, would require Vista Wings, LLC, to disclose those holding its membership interest. A proposed order has been forwarded to Judge Benjamin

regarding the same. While this disclosure has not occurred, this motion is brought based upon the best information known to Plaintiff at this time.

7. Plaintiff has sought the consent of Vista Wings, LLC, to this motion, but that consent has been denied.

Therefore, Plaintiff respectfully prays for an order (1) granting leave to file an Amended Complaint substantially the same as Exhibit A attached hereto and to issue Amended Summons in connection with the same; and (2) amending the caption to reflect the caption on Exhibit A attached hereto.

Respectfully Submitted,

s/ Shaun C. Blake

Shaun C. Blake (SC Bar # 76349)

Jenkins M. Mann (SC Bar #74884)

ROGERS LEWIS JACKSON MANN & QUINN, LLC

1901 Main Street, Suite 1200 (29201)

P.O. Box 11803

Columbia, SC 29211

Tel: 803-978-2831

Fax: 803-252-3653

Email: jmann@rogerslewis.com

sblake@rogerslewis.com

March 20, 2018

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC; Axum Capital Partners, LLC; Axum Capital Partners Management, LLC; Aetius Restaurant Group, LLC; Aetius Restaurant Group, LLC; Aetius Franchising, LLC; Aetius Holdings, LLC; Craig Hepfner; and Santana Griffin;

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

**PROPOSED
AMENDED COMPLAINT
(Jury Trial Demanded)**

Plaintiff Richard A. Finan ("Finan") hereby complains of Vista Wings, LLC; Axum Capital Partners, LLC; Axum Capital Partners Management, LLC; Aetius Companies, LLC; Aetius Restaurant Group, LLC; Aetius Franchising, LLC; and Aetius Holdings, LLC (who together own and operate the Wild Wing Café in Columbia's Vista neighborhood and are sometimes collectively referred to herein as the "limited liability company Defendants"); and Craig Hepfner ("Hepfner") and Santana Griffin ("Griffin"), each managers of that Wild Wing Café on June 5, 2015:

JURISDICTION AND VENUE

1. Finan is a citizen and resident of Richland County, South Carolina.
2. Griffin is a citizen and resident of Lexington County, South Carolina.
3. Hepfner is a citizen and resident of Richland County, South Carolina.
4. Vista Wings, LLC, is a limited liability company organized and existing under the laws of the State of South Carolina and, upon information and belief, maintaining a principal place of business located at 729 Lady St, Columbia, South Carolina 29201. Upon information and belief and the representations of the limited liability companies' legal counsel, Aetius Companies, LLC,

Aetius Restaurant Group, LLC, Aetius Franchising, LLC, and Aetius Holdings, LLC, own the membership interest of Vista Wings, LLC. Upon information and belief, Vista Wings, LLC, had a financial interest in the Wild Wing Café located on Lady Street in Columbia's Vista neighborhood at all times relevant to this Complaint and operated it through its officers, directors, managers, employees, and agents.

5. Upon information and belief, Vista Wings, LLC, had a master/servant relationship with Griffin, Hepfner, Marsdon Cox, Taylor Hedgepath, and Nicholas Packett on June 5, 2015.

6. Upon information and belief, Aetius Companies, LLC, Aetius Restaurant Group, LLC, Aetius Franchising, LLC, and Aetius Holdings, LLC (together, the "Aetius Companies"), are limited liability companies formed in North Carolina with their principal place of business in Mecklenburg County, North Carolina. Upon information and belief, Axum Capital Partners, LLC, and Axum Capital Partners Management, LLC, either directly or indirectly hold the membership interest in the Aetius Companies; however, Plaintiff lacks knowledge of the actual members of these limited liability companies, and the citizenship of the members of the Aetius Companies remains unclear to Plaintiff. Upon information and belief, the Aetius Companies each have owned an interest in and operated the Wild Wing Café located on Lady Street in Columbia's Vista neighborhood at all times relevant to this Complaint, either directly (through its officers, directors, managers, employees, and/or agents) or indirectly (through their ownership and control of Vista Wings, LLC).

7. Upon information and belief, Axum Capital Partners, LLC, and Axum Capital Partners Management, LLC (together "Axum Capital Partners"), are also North Carolina limited liability companies with their principal place of business in Mecklenburg County, North Carolina. The members of these limited liability companies are unknown to Plaintiff. Upon information and

belief, each of these companies directly or indirectly owned an interest in and operated the Wild Wing Café located on Lady Street in Columbia's Vista neighborhood at all times relevant to this Complaint, either directly (through its officers, directors, managers, employees, and/or agents) or indirectly (through their ownership and control of Vista Wings, LLC).

8. Upon information and belief, the limited liability company Defendants identified above, acting by and through each of their members, officers, directors, employees, agents, servants, and others for whose actions each limited liability company Defendant is directly and vicariously liable, operates the Wild Wing Café located on Lady Street in Columbia's Vista ("Wild Wing Café"), employs agents and employees in Richland County, South Carolina, and/or is the holder of a permit authorizing the sale of beer, wine, liquors, and liquors by the drink by the South Carolina Department of Revenue Alcohol Beverage Licensing in Richland County, South Carolina.

9. This Court has personal jurisdiction over the parties to this action pursuant to S.C. Code Ann. § 36-2-803, and it has subject matter jurisdiction with respect to all causes stated herein pursuant to Art. V, Section 11 of the South Carolina Constitution.

10. Venue is proper in this forum under S.C. Code Ann. § 15-7-30 because (1) the one or more of the Defendants live, reside, or maintain their principal place of business in Richland County, South Carolina, and (2) the acts and omissions that are the subject of this litigation occurred in Columbia, South Carolina.

CAUSE OF ACTION - NEGLIGENCE

***Including: Gross Negligence, Negligence Per Se, Negligent Hiring
Negligent Training, Negligent Supervision, Vicarious Liability and Premises Liability***

11. The Wild Wing Café located in Columbia's Vista is a "corporate" location, not a franchise location like many of the Wild Wing Cafés. There are currently approximately 15 such

“corporate” Wild Wing Cafés under the control of Axum Capital Partners and the Aetius Companies. Axum Capital Partners and the Aetius Companies acquired their interest in eleven (11) “corporate” Wild Wing Café locations in or about 2012; today, the number of “corporate” Wild Wing Café locations is approximately fifteen (15).

12. The management and personnel employed within the Wild Wing Café that work directly for Vista Wings, LLC, do not establish the Wild Wing Café policies and procedures for hiring, training, and supervision within that corporate location.

13. Rather, the Wild Wing Café’s employment policies, hiring policies, hiring requirements, certification requirements, human resource department, employee training policies, employee training materials, employee training requirements, employee training communications, employment software licensing, management hiring, management supervision, management training, and in-store supervision requirements are dictated to the personnel employed within the Wild Wing Café located in Columbia’s Vista.

14. The highest-ranking employee that actually physically works within the Wild Wing Café located in Columbia’s Vista is the position of General Manager.

15. On June 5, 2015, Hepfner was the General Manager for Wild Wing Café.

16. Hepfner directly supervised Griffin, a manager.

17. While the General Manager receives his or her paycheck from Vista Wings, LLC, the General Managers, including current General Manager, Brian Neal (“Neal”), represent and believe themselves to be employees of Wings over America, which is understood by these General Managers to be Axum Capital Partners and its affiliates and subsidiaries. These affiliates and subsidiaries include the Aetius Companies.

18. The General Manager is supervised by and directly answers to and reports to a Regional Manager. The Regional Manager's relationship to the general managers under his or her control is not a tenuous or remote one; the Regional Manager is involved in the daily operation and management of the Wild Wing Café through constant communications with the General Manager.

19. The Regional Managers are employed by Axum Capital Partners and/or its affiliates and subsidiaries, including the Aetius Companies. The Regional Managers, in turn, report directly to the Chief Operating Officer and Chief Executive Officer of Axum Capital Partners, and/or its affiliates and subsidiaries, including the Aetius Companies.

20. Through this management structure, all of the staffing, budgeting, sales targeting, product and alcohol sales promotions, advertising, event planning, training, education, employee staffing requirements, and all but the most obvious human resource issues are performed and controlled by Axum Capital Partners and/or its affiliates and subsidiaries, including the Aetius Companies.

21. Nearly every week, the Wild Wing Café hosts concerts and events.

22. The selection, scheduling, organizing, promotion, and payment for these concert events are not handled directly by Vista Wings, LLC, or the local personnel directly employed by Vista Wings, LLC.

23. Rather, Axum Capital Partners and the Aetius Companies directly employ marketing employees, event planning employees, and booking agents that are responsible for organizing and marketing the concert events that take place at the Wild Wing Café.

24. Likewise, payments for the concert events are not made directly by Vista Wings, LLC, or the other operating company Wild Wing Café. Rather, payment for concert events is

issued from Axum Capital Partners and the Aetius Companies to the General Manager in the form of a completed check so that payments can be issued to the concert events performers.

25. In 2015, Axum Capital Partners and the Aetius Companies were putting on the "Red, Hot and Rising Music Award," a competition featuring emerging musical artists from South Carolina.

26. The Ricky Young Band, fronted by local artist Ricky Young, was one of the top four (4) musical finalists for Axum Capital Partners and the Aetius Companies' "Red, Hot and Rising Music Award." Axum Capital Partners and the Aetius Companies promoted this contest through e-blasts to its loyalty club members, through in-location posters, through social media, through radio advertising, and through its signature concert event, "Wing Jam".

27. On or about March 30, 2015, Axum Capital Partners and the Aetius Companies' representative, Simone Bruderer, notified Hepfner, as General Manager for Wild Wing Café, that Axum Capital Partners and the Aetius Companies had secured Ricky Young to play at the Wild Wing Café on June 5, 2015.

28. Simone Bruderer warned Hepfner that, because the heavy promotion for the Ricky Young Band concert event as one of its Red, Hot and Rising Music Award nominees, this was going to be a "bigger show".

29. The General Manager and store managers of Wild Wing Café hold shift meetings with in-location staff, such as servers and bartenders, known as "ally rallies."

30. On March 30, 2015, Axum Capital Partners and the Aetius Companies' representative instructed Hepfner that the Defendants were to "really ... get behind" this concert event on June 5, 2015, and to be sure that managers were discussing this event with staff at the Wild Wing Café's "alley rallies" to get servers and bartenders "excited" around the concert and

promoting it months in advance. Neal, who has worked for Wild Wing Café and its affiliates since 2008, states he has never seen such advanced promotion for a concert as the one on June 5, 2015.

31. The reason why the limited liability company Defendants identified herein put on such heavily promoted concert series, such as “Wing Jam,” and the “Red, Hot and Rising Music Award” is not to directly derive revenue and profit from the sales of concert tickets, concert merchandise, touring, or production revenues.

32. Rather, the limited liability company Defendants identified herein undertake the cost and expense of such concerts in order to boost patron attendance at their “corporate” Wild Wing Café locations and increase their sales and profits.

33. Between 30% and 70% of the all the gross revenues for the “corporate” Wild Wing Café locations are alcohol sales to patrons. The General Managers for Wild Wing Café, including Hepfner and Neal, each are provided sales targets, alcohol promotion requirements, and other incentives and obligations to have their bartender and server staff promote more alcohol sales and upsell alcohol products to its patrons.

34. During concert events, and particularly “bigger” concert events, the Defendants knew and expected for the number of patrons at the Wild Wing Café and its sale of alcohol to increase significantly. The limited liability company Defendants, for example, were willing to and did provide the Ricky Young Band over \$2,100 in cash payment, food, and alcohol to achieve what it hoped would be a “bigger” increase in sales on June 5, 2015, than even a typical concert event.

35. Despite the months of wide-spread promotion and staff rallies to build up excitement around and attendance for the Ricky Young Band concert, however, none of the Defendants or their representatives took any effort at all to plan for, prepare for, or provide any

reasonable security for the patrons of Wild Wing Café during the concert event on the evening of June 5, 2015.

36. Vista Wings, LLC, has at different times made contradictory statements over whether it provided any “security” at all for the concert on June 5, 2015. The limited liability company Defendants’ representatives have stated that no true “security” was provided at Wild Wing Café on the evening of June 5, 2015. Likewise, witnesses have stated that, when the attack of the Plaintiff occurred on June 5, 2015, no security personnel was identified or visible, which extended the period of time during which Plaintiff was suffocated and assaulted at the Wild Wing Café that night.

37. In other statements, the Defendants’ representatives have contended that the doormen who are occasionally posted at various exits at the Wild Wing Café - to identify who could receive alcohol sales - were in some manner functioning as “security” for the patrons of Wild Wing Café on June 5, 2015.

38. However, the Defendants provided absolutely no training to the doormen and completely failed to ensure that any of them – Marsdon Cox, Taylor Hedgepath, or Nicholas Packett - received any real training at all on how to perform physical security and to provide a safe environment, free from assault and physical attack, for the patrons of Wild Wing Café on June 5, 2015.

39. Axum Capital Partners and the Aetius Companies undertake to create and distribute several books of policies and procedures to its employees; however, none of these policies and procedures instruct employees on how to provide for the physical security of and safety from attack by Wild Wing Café’s patrons. Likewise, none of these policies and procedures instruct shift

managers or position managers on how to staff and supervise employees to be sure that competent, adequate physical security is provided and patrons are reasonably guarded from physical attack.

40. Upon information and belief, the budget that Axum Capital Partners and the Aetius Companies had in place for Wild Wing Café on June 5, 2015, failed to account or allow for adequate security personnel to be hired and trained to provide physical security to Wild Wing Café's patrons and reasonably guard patrons from attack.

41. The limited liability company Defendants identified herein daily track the labor costs that general managers and "corporate locations" through NCR Aloha, a point of sale system that tracks sales, labor costs, and product mix. The limited liability company Defendants even essentially require their managers to download an app on their phones so that the managers can track and adjust sales, product mix, labor cost ratios, etc. anywhere and at any time.

42. Similarly, during 2015 and continuing to the present, Axum Partners and the Aetius Companies provide weekly "ranking reports" to all the "corporate" stores in order to instill a sense of competition and encourage Wild Wing Café's managers to take additional steps to increase sales and profitability in their locations. This management approach, however, directly discouraged managers from incurring additional labor costs, such as hiring, training and scheduling physical security personnel for concert events like the Ricky Young Band concert on June 5, 2015.

43. Through the financial labor cost-to-sales ratios that the limited liability company Defendants set and dictated to Hepfner and the other managers of Wild Wing Café for June 5, 2015, the limited liability company Defendants actively discouraged Hepfner, Griffin, and other managers to hire and employ adequate security personnel for the concert event on June 5, 2015.

44. The Wild Wing Café has four exits. According to Neal, both prior to and following June 5, 2015, the proper number of doormen for a shift where a concert was taking place is four

(4) doorman, representing one for each exit. Andy Johnson, the Chief Financial Officer of the limited liability company Defendants identified herein, has stated under oath that Wild Wing Cafe was staffed with only three (3) doorman were at the Wild Wing Café during the second shift of June 5, 2015, leaving the premises understaffed for the concert event.

45. On June 5, 2015, Griffin was the manager actually working the second shift at the Wild Wing Café. As the manager, she directly was responsible for and owed a duty to ensure that adequate staff was employed and supervised during that shift to provide for the physical safety of the patrons during the concert event.

46. Upon information and belief, Griffin had no prior training - from the limited liability company Defendants identified herein, Hepfner, or otherwise - on how to properly supervise or provide for the physical security of and safety from attack by the patrons of Wild Wing Café on June 5, 2015.

47. Likewise, Hepfner and Griffin failed to ensure that they had employed and staffed Wild Wing Café with even an adequate number of security employees, much less ones that were properly trained to provide physical security and ensure that patrons are reasonably guarded from physical attack while at the Wild Wing Café on June 5, 2015.

48. On the night of June 5, 2015, Mr. Finan was a patron and invitee at Wild Wing Café during the Ricky Young Band concert event. He attended with his wife and two family members.

49. The Wild Wing Café was understaffed with security personnel. While the limited liability company Defendants have stated that three (3) doormen were on duty during the second shift of June 5, 2015, the Defendants failed to:

- a. ensure that these young men had any adequate experience and training in providing physical security in a similar setting prior to hiring each of them;

- b. provide the doormen any adequate training on providing physical security prior to the concert event;
 - c. have policies or procedures in place to provide for adequate physical security during the concert event;
 - d. failed to have an adequately trained manager capable of properly preventing or responding to assault and physical attacks of Wild Wing Café patrons during the concert event.
50. A large group of patrons, many of whom had consumed four or more liquor beverages and who appeared to be intoxicated, where between Mr. Finan's family and the Ricky Young Band.
51. Santana failed to supervise the alcohol being consumed by this group despite having a duty to do so.
52. Santana further failed to supervise Cera Falls and the other servers and bar tenders providing alcohol sales to this group to prevent alcohol consumption to leading to an unsafe environment that would ultimately escalate into assault and physical violence.
53. During the second shift on June 5, 2015, Cera Falls sold and provided more alcoholic beverages than any other server not working behind a bar at the Wild Wing Café.
54. While Mr. Finan was speaking to a family friend, he observed that his family, including his wife, was being assaulted by a number of men from the group in front of them.
55. Santana, Marsden Cox, Taylor Hedgepath, and Nicholas Packett failed to respond to the assault of Mr. Finan's wife despite the opportunity to observe it occurring.

56. As a result of the failure of Wild Wing Café's employees and management to respond to the assault of his wife, Mr. Finan was required to place himself between her and the group of threatening, intoxicated patrons.

57. After one of the patrons began to attack Mr. Finan's brother-in-law, Mr. Finan attempted to shield his wife from physical harm due to the failure of Wild Wing Café employees and management to take any steps to provide physical security.

58. Brent Weston, a competitive mixed martial arts fighter that was with the group of intoxicated patrons, then placed Mr. Finan into a choke-hold, where he was strangled for approximately two minutes, unable to breath, break free, or even defend himself.

59. While he was being strangled, another person, who Defendants caused to be overserved alcohol in violation of S.C. Code Ann. § 61-4-580 and S.C. Code Ann. § 61-6-2220, repeatedly punched Mr. Finan in the head and the face.

60. Because Wild Wing Café failed to have any security personnel that was willing or able to intervene and assist Mr. Finan, other patron(s) attempted to come to his defense, throwing glasses and other items at Mr. Weston and pleading for him to release Mr. Finan due to the fact Mr. Finan was covered in blood and turning colors from the strangulation.

61. Even after all of the other fighting and disruption had ended, Mr. Weston continued to detain and choke Mr. Finan while he awaited for some Wild Wing Café security to come and take Mr. Finan from his choke hold.

62. However, if any Wild Wing Café employees did eventually intervene, it did not occur until after police, who were located outside and were watching a neighboring business establishment, came into the Wild Wing Café and began taking individuals outside for questioning.

63. In fact, one of the bartenders working at the upstairs bar is stated to have had to come downstairs and involve himself in some manner of removing people from the premises due to the absence of and failures of any Wild Wing Café security to pay adequate attention and timely intervene for the safety of the Plaintiff and other patrons.

64. Defendants each owed Plaintiff a duty of care as a result of:

- a. Plaintiff's status as an invitee at Wild Wing Café;
- b. Defendants' undertaking to operate Wild Wing Café for their own profit;
- c. Defendants' undertaking to hire and employ managers and staff for the second shift of June 5, 2015;
- d. Defendants' undertaking to train the managers and staff working on the second shift of June 5, 2015;
- e. Defendants' undertaking to supervise and manage the servers and bartenders working on the second shift of June 5, 2015;
- f. Defendants' undertaking to supervise and manage the doormen working on the second shift of June 5, 2015;
- g. promote and host the Ricky Young Band concert event, and provide for the care and security of Plaintiff and the other patrons;
- h. the requirements of S.C. Code Ann. § 61-4-580 and Defendants' undertaking to sell beer and wine to the public, including the patrons near Mr. Finan on June 5, 2015;
- i. the requirements of S.C. Code Ann. § 61-6-2220 and Defendants' undertaking to sell liquor and liquor by the drink to the public, including the patrons near Mr. Finan on June 5, 2015;
- j. and in such other particulars as to be shown to a trier of fact.

65. Defendants had a further a duty to vet, hire and/or retain only suitable personnel to provide, among other services, the lawful and responsible service of alcohol and the provision of physical security to its patrons for events like the Ricky Young Band concert on June 5, 2015.

66. Defendants had a further duty to train and supervise their employees, agents, managers, and/or security personnel, to provide, among other services, the lawful and responsible service of alcohol and the provision of security to their patrons for events like the Ricky Young Band concert on June 5, 2015.

67. Defendants further had a duty to exercise due care and take safety precautions to warn of or eliminate unreasonable risks within the premises, including the risks of assault, attack, and foreseeable criminal conduct.

68. Defendant Wild Wing further owed Mr. Finan a duty not to knowingly overserve other patrons or to perform alcohol sales to individuals Defendant Wild Wing knew or should have known were intoxicated.

69. Defendants while acting individually, and or through their servants, employees and others for whose actions they are directly and vicariously liable, jointly and severally, breached their duties of care in a negligent, grossly negligent and/or reckless and wanton manner, including, but not limited to, in the following particulars:

- a. In failing to exercise due care in planning for and hosting the Ricky Young Band concert at Wild Wing Café on or about June 5, 2015;
- b. In failing to provide adequate security, both in number and in qualification, at at Wild Wing Café to protect the safety of its patrons;
- c. In failing to adequately protect Mr. Finan and his family from assault by other patrons at Wild Wing Café;

- d. In failing to adequately protect Mr. Finan from physical attack while on their premises;
- e. In failing to intercede in the assaults against Mr. Finan and his family;
- f. In providing beer, wine, alcoholic liquors or liquor by the drink to intoxicated individuals and knowingly overserved intoxicated individuals in an illegal manner in violation of S.C. Code Ann. §§ 61-4-580 and 61-6-2220;
- g. In failing to properly vet, hire or retain employees, agents and/or contractors or representatives with suitable background, skill, experience and temperament to perform the job functions they were discharging on the evening of June 5, 2015, include without limitation, failure to perform criminal background checks, contact references and prior employers, or otherwise evaluate their suitability for the roles they were retained to discharge;
- h. In failing to properly train their employees, agents and/or contractors or representatives to properly discharge their essential job functions, including, without limitation, training these said individuals to:
 - i. Comply with South Carolina law;
 - ii. Identify intoxicated patrons;
 - iii. Refuse the service of alcohol to obviously or apparently intoxicated individuals;
 - iv. Safely remove intoxicated, belligerent and/or dangerous individuals from the premises;
 - v. Identify and intervene where safety risks exist to patrons;

- vi. Exercise the proper use of force in the limited circumstances where force is both necessary and appropriate; and
 - vii. Otherwise perform functions and duties its agents, employees, and/or contractors or representatives were engaged in or should have been engaged in on the evening of June 5, 2015.
- i. In failing to properly train their employees, agents and/or contractors or representatives to properly discharge their essential job functions, including, without limitation, training these said individuals to:
- i. Comply with South Carolina law;
 - ii. Identify intoxicated patrons;
 - iii. Refuse the service of alcohol to obviously or apparently intoxicated individuals;
 - iv. Safely remove intoxicated, belligerent and/or dangerous individuals from the premises;
 - v. Identify and intervene where safety risks exist to patrons;
 - vi. Exercise the proper use of force in the limited circumstances where force is both necessary and appropriate; and
 - vii. Otherwise perform functions and duties its agents, employees, and/or contractors or representatives were engaged in or should have been engaged in on the evening of June 5, 2015.
- j. In failing to properly supervise their employees, agents and/or contractors or representatives while these persons were discharging their essential job functions on the evening of June 5, 2015, including, without limitation:

- i. Adopt and enforce policies and procedures that would result in compliance with South Carolina law;
- ii. Adopt and enforce policies and procedures that would prevent the service of alcohol to obviously or apparently intoxicated individuals;
- iii. Employ sufficient supervisory staff to ensure compliance with South Carolina law, the policies and procedures of Defendants, and the standard of care owed by bars, restaurants, and event hosts in South Carolina;
- iv. Properly use and monitor point-of-sale information to track overconsumption of alcohol by patrons or employees;
- v. Failing to use state of the art equipment, such as video monitoring, to monitor the premises, the conduct of employees and patrons, and to allow sufficient notice to Griffin and other employees of harm and risks of harm to its patrons;
- vi. Adopt and enforce policies and procedures that adequately provide security for patrons from other patrons, employees, agents, or contractors of the limited liability company Defendants;
- vii. Adopt and enforce policies and procedures that would have prevented the limited liability company Defendants' employees, agents, contractors, and/or representatives from being provided alcohol at Wild Wing Café while working on the premises;
- viii. Adopt and enforce policies and procedures that limit the use of violence or force on patrons, or instruct how to properly apply it;

- ix. Adopt and enforce a plan to safely intervene where risk of harm or violence exists to patrons;
- x. Otherwise have managers, policies, procedures its agents, employees, and/or contractors or representatives were engaged in or should have been engaged in on the evening of June 5, 2015.

70. At all times relevant hereto the actions of Griffin, Hepfner, and the other employees and agents of the limited liability company Defendants occurred substantially within the authorized time and space limits of their employment and/or agency for the limited liability company Defendants.

71. At all times relevant hereto the actions of Griffin, Hepfner, and the other employees and agents of the limited liability company Defendants were actuated at least in part by a desire to serve the limited liability company Defendants and/or to further their interests.

72. The limited liability company Defendants are responsible for those negligent and grossly negligent acts performed by Griffin, Hepfner, and the other employees and agents of the limited liability company Defendants described herein above.

73. Due to the savage strangulation and beating he suffered at Wild Wings Café on June 5, 2015, Plaintiff has suffered foreseeable damages, including, but not limited to, personal injury, pain and suffering, psychological and emotional damages, medical bills, anxiety, loss of enjoyment of life, and other damages that are considerably in excess of \$100,000.00 and in amount to be proven at trial.

74. Mr. Finan sustained his injuries as the direct and proximate result of the Defendants' negligent, grossly negligent and wanton failure to discharge their duties of care, including their duties to comply with S.C. Code Ann. §§ 61-4-580 and 61-6-2220; take safety

precautions to warn of or eliminate unreasonable risks within the premises; and vet, hire, train, retain and supervise its employees, agents, contractors, and/or other personnel engaged in alcohol service, security or management.

WHEREFORE, Plaintiff respectfully requests a jury trial on all causes of action and for judgment against the Defendants, both jointly and severally, in a sum of actual and general damages as may be determined by the jury; punitive damages as may be determined by the jury; an award of attorney's fees and costs on the appropriate action; prejudgment and post-judgment interest as appropriate; and such other and further relief as it deems just and appropriate.

Shaun C. Blake, Esq. (S.C. Bar # 75819)
Jenkins M. Mann, Esq. (S.C. Bar # 74894)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1330 Lady St, Suite 400
Columbia, SC 29201
Tel: (803) 256-1268
Fax: (803) 252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com

March 20, 2018
Columbia, SC

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

**PLAINTIFF'S MOTION TO
RECONSIDER, ALTER, AND AMEND
ORDER DENYING PLAINTIFF'S
MOTION TO AMEND THE COMPLAINT**

To: Ryan C. Holt, Esq., William H. Yarborough, Esq., and Mark S. Barrow, Esq., Attorneys
for Vista Wings, LLC:

YOU WILL PLEASE TAKE NOTICE that the undersigned attorneys for Plaintiff Richard A. Finan, ("Mr. Finan") will move this Honorable Court for an order, pursuant to Rule 59(e), SCRCP, to reconsider the Order Denying Plaintiff's Motion to Amend entered September 7, 2018 (the "Order") and to alter and amend the Order to allow Plaintiff to amend the Complaint by adding Aetius Companies, LLC, Aetius Franchising, LLC, Aetius Restaurant Holdings, LLC, and Aetius Restaurant Group, LLC (collectively, the "Aetius Companies")¹, to the lawsuit as a party and to remove the settled Defendants, Brent Weston and Aaron Miller from the caption of this case.

Summary of the Filed Complaint

On the night of June 5, 2015, Mr. Finan was a patron and invitee at the Defendant Vista Wings' restaurant, Wild Wing Café, located on Lady Street in Columbia, South Carolina. On that evening, Vista Wings was hosting a concert featuring the Ricky Young Band (the "Event").

¹ Due to belated discovery responses owed by Vista Wings, LLC, when the Motion to Amend was filed on March 20, 2018, Plaintiff sought to add additional companies and individuals as party-Defendants. Belated discovery responses were received on July 8, 2018. Therefore, at the hearing on Sept. 6, 2018, Plaintiff withdrew the Motion as to Axum Capital Partners Management, LLC, Axum Capital Partners, LLC, Craig Hepfner, and Santana Griffin.

According to witnesses, Mr. Finan was violently assaulted during the Event by a group of individuals who were intoxicated at the premises in violation of S.C. Code Ann. § 61-4-580 and S.C. Code Ann. § 61-6-2220. **Ex. 1, Police Report; Ex. 2, Excerpts from Deposition of Chris Seiple.** Mr. Finan has sued Vista Wing's for overserving alcohol during the Event; failing to properly provide trained security, servers, and managers during the Event; and failing to properly manage and supervise its employees and staff during the Event. As a result of Vista Wing's negligence and failure to secure its premises, Vista Wing's intoxicated patrons held Mr. Finan in a defenseless posture, strangled him to point he and others feared his death, and savagely, repeatedly beat him, fracturing his orbital, and scaring his face. **Ex. 3, Excerpts from Deposition of Joni Williamson; Ex. 4, Excerpts from Deposition of Richard Finan; Ex. 5, Photos of Richard Finan; Ex. 6, CENTA Medical Group records for Mr. Finan.** Therefore, Mr. Finan has filed suit against Vista Wings, bringing claims of negligence (including negligent hiring, training, retention, and supervision of employees), premises liability, and dram shop liability.

Standard for Motion to Reconsider, Alter, and Amend

“[I]t is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court ‘alter or amend the judgment,’ but also as a vehicle to seek ‘reconsideration’ of issues and arguments. Elam v. S. Carolina Dep't of Transp., 361 S.C. 9, 21-22, 602 S.E.2d 772, 778-79 (2004). “A motion under Rule 59(e) long has been viewed as ‘motion for reconsideration’ despite the absence of those words from the rule. Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented.” *Id.* (citing Arnold v. State, 309 S.C. 157, 420 S.E.2d 834 (1992) (“purpose of Rule 59(e), SCRCp, to alter or amend the judgment is to request the judge to reconsider matters properly encompassed in a decision on the merits”); Curcio v. Caterpillar, Inc., 355 S.C. 316, 585 S.E.2d 272 (2003) (an

example of the many cases in which trial and appellate courts describe a Rule 59(e) motion as a “motion to reconsider” or “motion for reconsideration”); James Flanagan, *South Carolina Civil Procedure*, 494-495 (3d ed. 2010) (stating that 59(e) “provides an opportunity for the trial court to correct errors in the finding and perhaps change the result”). “There is nothing inherently unfair in allowing a party one final chance not only to call the court’s attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument. It is inherently unfair to disallow such an opportunity.” *Elam*, 361 S.C. at 21-22, 602 S.E.2d at 779.

Relevant Background to Motion

1. On December 6, 2016, together with the Complaint initiating this action, Mr. Finan served his initial written discovery under Rules 33 and 34, SCRCP, on Vista Wings. **Ex. 7**, *Plaintiff’s First Set of Interrogatories to Vista Wings*; **Ex. 8**, *Plaintiff’s First Set of Requests for Production to Vista Wings*; **Ex. 9**, *Affidavit of Service*. These requests, in part, were designed to identify whether there were other corporate entities, such as the Aetius Companies, that needed to be added as a party to the case based on the allegations in the Complaint.

2. On March 6, 2017, Mr. Finan was required to file his first Motion to Compel discovery from Vista Wings (“First Motion to Compel”) because Vista Wings had failed to provide any response to Mr. Finan’s first discovery requests. The First Motion to Compel is a matter of record in this case, and it is incorporated in this motion by reference.

3. In response, Vista Wings provided its initial responses to Mr. Finan’s first discovery requests. See **Ex. 10**, *Vista Wing’s initial discovery responses*. These responses were made in a manner as to obfuscate the role of the Aetius Companies to the allegations of the Complaint. For example:

a. In response to interrogatory #1, Vista Wings filed to identify the corporate

entities that were actually involved in the facts of this case and would testify through representative witnesses, which in turn hid from Mr. Finan the relationships, sought in Interrogatory #18, between the Aetius Companies, and both Vista Wings, LLC, and the natural persons involved in or performing the acts and omissions detailed in the Complaint.

b. In response to Interrogatory #7, Vista Wings, LLC, did not identify the role that the Aetius Companies had in employing the persons and taking actions attributed to Vista Wings, LLC, in the Complaint.

c. In response to Interrogatory #8, Vista Wings refused to identify those persons or entities that held the membership interest of Vista Wings, LLC, intentionally hiding the identity of and relationship between it and the Aetius Companies.

4. Vista Wings supplemented its responses to Mr. Finan's First Set of Requests for Production on March 15, 2017. **Ex. 11**, *Certificate of Service for Vista Wings' Supplemental Responses to Plaintiff's Requests for Production*. However, it did not correct this misleading responses or omissions.

5. On June 21, 2017, following a hearing on the First Motion to Compel, this Court issued a Form 4 Order requiring Vista Wings to produce records to Mr. Finan relating to the Wild Wing Café location where the event occurred. This Order is a matter of record in this case, and it is incorporated in this Motion by reference.

6. On July 13, 2017, Mr. Finan was forced to file a Rule to Show Cause and Motion to Compel ("Second Motion to Compel") regarding Vista Wing's failure to respond to Mr. Finan's Interrogatories and Requests for Production. The Second Motion to Compel is a matter of record in this case, and it is incorporated herein by reference.

7. On September 11, 2017, and in response to the Second Motion to Compel, Vista

Wings served its Supplemental Answer to Mr. Finan's First Set of Interrogatories, its Second Supplement to Mr. Finan's Request for Production, and a belated verification of its Interrogatory responses. **Ex. 12.** The Verification was completed by Andy Johnson, who identified himself under oath as the Chief Financial Officer of Vista Wings, LLC. **Id.** As discussed below, counsel for Vista Wings, LLC, subsequently informed this court on March 2, 2018, that he is not the CFO for Vista Wings, LLC, but rather the CFO for one of the Aetius Companies.

8. On September 21, 2017, and in response to the Second Motion to Compel, Vista Wings again served Supplemental Answers to Plaintiff's First Set of Interrogatories and First Set of Requests for Production. **Ex. 13.**

9. On November 1, 2017, nearly a month after another Rule 11 letter dated October 6, 2017, due to Vista Wings ignoring outstanding discovery [**Ex. 14**], Vista Wings served its belated answers to Mr. Finan's Second Interrogatories, Third Requests for Production, and Fourth Request for Production. **Ex. 15**, *Letter dated November 1, 2017, disclosing Vista Wing's responses to Plaintiff's Second Set of Interrogatories, Third Requests for Production, and Fourth Requests for Production.*

11. In response, Mr. Finan served subpoena on the Aetius Companies on November 14, 2017, in order to determine the level of involvement of these legal entities with the allegations at issue in this case and discover the records in their possession regarding the same. **Ex. 16**, *November 2017 Subpoenas to Aetius Companies.*

12. Rather than cooperate with the subpoenas, the Aetius Companies utilized their purported subsidiary, Vista Wings, LLC, to move to quash the subpoenas on November 20, 2017. This Motion to Quash is a matter of record in this case, and it is incorporated herein by reference.

13. Therefore, on November 22, 2017, Mr. Finan was required to file another Motion to Compel discovery disclosures (“Third Motion to Compel”) from Vista Wings, LLC in order to obtain discovery sought, including (a) the identification of the members of Vista Wings, LLC; (b) the identification of those who hired, trained, and supervised bartenders and security personnel working during the event and those persons’ qualifications; and (c) employment records. All of this information had been sought since the very initiation of the lawsuit. The Third Motion to Compel is a matter of record in this case, and it is incorporated herein by reference.

14. Likewise, on December 14, 2017, Mr. Finan was required to file a Motion to Compel Subpoena Responses and Rule to Show Cause in order to discover the responses from the Aetius Companies. Mr. Finan’s Motion to Compel Subpoena Responses and Rule to Show Cause is a matter of record in this case, and it is incorporated herein by reference.

15. On March 2, 2018, Judge Benjamin heard oral argument on Mr. Finan’s Third Motion to Compel and Motion to Compel Subpoena Responses and Rule to Show Cause, as well as Vista Wings, LLC’s Motion to Quash. **Ex. 17, Transcript from hearing on March 2, 2018.** During that hearing, Mr. Finan’s counsel argued that it needed cooperation from Vista Wings, LLC, and the Aetius Companies in discovery so that Mr. Finan could learn of the operational involvement of the Aetius Companies and their role in the allegations of the Complaint. **Id., p. 11, l. 13 – p. 12, l. 24.**

16. During the hearing, Judge Benjamin requested that Mr. Finan’s counsel prepare an order granting the Motion to Compel Subpoena Responses and Rule to Show Cause, attaching revised subpoenas that allowed the Aetius Companies twenty (20) days to respond. **Id., p. 41, l. 4 – p. 42, l. 2.** In response to the Motion to Compel, Judge Benjamin likewise requested that Mr. Finan’s counsel prepare an order requiring Vista Wings, LLC, and the Aetius Companies to

provide employment records **Id.**, p. 43, l. 5-18.

17. During the hearing on March 2, 2018, counsel for Vista Wings, LLC, indicated that some of the witnesses identified as being involved in planning and scheduling the concert event at issue have not “worked in the store” and that he did not “know who they are or how they’re involved.” **Id.**, p. 47, l. 19 – p. 48, l. 14.

18. Likewise, in the hearing on March 2, 2018, counsel for Vista Wings, LLC, indicated for the first time to the court that Andy Johnson (who previously stated under oath in the verification of Vista Wings, LLC’s discovery responses that he was the Chief Financial Officer of Vista Wings, LLC) was in fact not the CFO of Vista Wings, LLC, but rather the CFO of “one” of the Aetius Companies. **Id.** p. 48, l. 24 – p. 53, l. 2.

19. Not wanting to delay depositions of the Vista Wings, LLC, witnesses further and trusting that additional discovery production would be forthcoming following the hearing on March 2, 2018, Plaintiff deposed witness Brian Neal on March 13, 2018. **Ex. 18**, *Deposition of Brian Neal*. Additional Vista Wings, LLC depositions were scheduled to be taken then, but for personal reasons of a witness, were cancelled the day of the deposition.

20. During this deposition, Mr. Neal, the general manager of the Wild Wing Café location at issue, disclosed information to Mr. Finan that demonstrated the need to add the Aetius Companies as defendants to the lawsuit. For example, Mr. Neal disclosed the following:

a. Mr. Neal stated that his actual employer was the “corporate office” in Charlotte, North Carolina, and that is where his “bosses” work, as well as his “CEOs,” “CFOs” “Regional Managers” and “marketing department” work [**Id.** p. 13, l. 23 – p. 15, l. 12];

b. The training decisions for the “front of the house” employees involved in the allegations of the Complaint were made by the “home office,” not the local operating company,

Vista Wings, LLC [Id. p. 31, l. 6 – p. 32, l. 14; p. 34, ll. 9-18; p. 107, l. 17 – p. 108, l. 6; p. 108, ll. 20-22];

c. The employment and training of the managers in the various Wild Wing locations was “handled by the “home office” and “corporate trainers.” [Id. p. 46, l. 13– p. 47, l. 23; p. 119, ll. 6-20; p. 122, l. 16 – p. 123, l. 10];

d. The “corporate office” is responsible for the software that tracks staffing ratios, labor costs to sales ratios, and alcohol service used at the Wild Wing Café in the Vista [Id. p. 64, l. 6 – p. 65, l. 11];

e. One of the executives in Charlotte tracks puts together a weekly “ranking report” to increase competition between the various operating companies in terms of sales, cost of labor, etc. [Id. p. 73, l. 6 – p. 74, l. 8];

f. The corporate office moves employees and managers from operation to operation in order to improve performance at difference companies [Id. p. 74, l. 9 – p. 76, l. 12];

g. The “home office” maintains all of the financial records for Vista Wings, LLC, and is the only one knowledgeable about its financial performance [Id. p. 128, l. 13 – p. 129, l. 1; p. 149, ll. 10-16];

h. The “home office” pays the bands, such as the band on duty for the concert event that is the issue of this lawsuit [Id. p. 134, l. 21 – p. 135, l. 13];

i. The “home office” instructs Vista Wings, LLC’s managers and employees when to spend their internal meetings, called “ally rallies,” discussing and hyping concert events like the one at issue in this lawsuit [Id. p. 139, ll. 7-17];

j. The “corporate office” propagates training manuals for use by the staff of Vista Wings, LLC [Id. p. 199, ll. 6-11];

k. The “corporate office” pays for promos offered by Vista Wings, LLC [**Id.** p. 164, ll. 6-11];

l. The “corporate” parent dictates the budget and financial targets of Vista Wings, LLC [**Id.** p. 199, l. 1 – p. 200, l. 13];

m. the “corporate” human resource department is often involved in decisions to terminate Vista Wings, LLC’s employees [**Id.** p. 113, l. 2 - p. 155, l. 20];

21. However, Mr. Neal is not able to identify which of the Aetius Companies performs any or all of these operational roles for the Wild Wing Café in the located in the Vista that is at issue in this case. **Id.** p. 21 l. 15 – p. 22, l. 7.

22. Promptly seven (7) days following the deposition of Brian Neal, Mr. Finan filed the Motion to Amend his lawsuit that is the subject of this motion. Mr. Finan’s Motion to Compel Subpoena Responses and Rule to Show Cause is a matter of record in this case, and it is incorporated herein by reference.

23. Simultaneously, after conferring with counsel for Vista Wings, LLC, and the Aetius Companies on the form of the Order, Mr. Finan’s counsel submitted a proposed order to Judge Jefferson on March 20, 2018. **Ex. 19, Proposed Order.**

24. Vista Wings, LLC and the Aetius Companies continued to oppose the form of the Order after additional changes were made to it; therefore, Judge Benjamin requested a copy of the transcript be provided to her by the parties. This copy was obtained and immediately forwarded to Judge Benjamin on May 24, 2018. **Ex. 20, Email with Judge Benjamin’s Chambers.** As of the time of this Motion, Judge Benjamin has not issued an Order following the March 2, 2018 hearing.

25. On July 7, 2018, nearly four (4) months after the Motion to Amend was filed, Vista Wings, LLC, and the Aetius Companies served much of the discovery material and interrogatory

responses sought by Mr. Finan in the March 2, 2018 hearing. **Ex. 21**, *Discovery Responses received July 9, 2018*. In these responses, Vista Wings, LLC, for the first time disclosed that Aetius Restaurant Group, LLC, owns its membership interests. Promptly upon the delivery of this discovery long sought in this case by Mr. Finan, the parties began working together to get the depositions scheduled of the various fact witnesses for Vista Wings, LLC, and the Aetius Companies. **Ex. 22**, *Email exchange regarding deposition scheduling beginning July 9, 2018*.

26. Due to the need for an order from the hearing on March 2, 2018; the need additional discovery pending the receipt of this order; the need to conduct *de bene esse* depositions of out-of-state parties, and the fact that Mr. Finan's Motion to Amend had been pending for nearly five (5) months without being set for a hearing by Richland County, Mr. Finan filed a Motion for Continuance in this case on August 9, 2018. Judge Hood, as Chief Administrative Judge of this Circuit, granted the Motion for Continuance on August 13, 2018. Both the Motion for Continuance and the Order granting the Motion for Continuance are a matter of record in this case, and it is incorporated herein by reference.

Analysis

- A. Mr. Finan will be denied the substantial right to proceed to trial against proper Defendants in this lawsuit, in violation of Rule 15, SCRPC, if the Order is not withdrawn and substituted with an Order that allows Mr. Finan to file an Amended Complaint naming the Aetius Companies.**

The South Carolina Supreme Court has held: "[A]n order depriving a plaintiff of his or her ability to determine the defendant against whom he or she brings a cause of action can affect a substantial right, making the order immediately appealable." Dorn v. Cohen, 418 S.C. 126, 137–38, 791 S.E.2d 313, 319 (Ct. App. 2016), reh'g denied (Oct. 27, 2016), aff'd as modified, 421 S.C. 517, 809 S.E.2d 53 (2017) (citing Morrow v. Fundamental Long-Term Care Holdings, LLC, 412 S.C. 534, 539, 773 S.E.2d 144, 146 (2015) ("The effect of this order is to prevent the [plaintiffs]

from being architects of their own complaint, and deprives them of bringing their case against the defendant of their own choosing.”); Neeltec Enters., Inc. v. Long, 397 S.C. 563, 566, 725 S.E.2d 926, 928 (2012) (“The right of the plaintiff to choose [his] defendant is a substantial right within the meaning of this subsection.”). The only grounds provided in the Order for not allowing Mr. Finan to file his First Amended Complaint in this action adding the Aetius Companies and removing the Settling Defendants as parties is that the amendment would “add unnecessary complication one month prior to the trial date. As a result, Defendant would be prejudiced if the Court were to grant Plaintiff’s Amendment.”

Respectfully, Mr. Finan asserts that the Order’s analysis fails to comport with the requirements of Rule 15, SCRCF. As the South Carolina Supreme Court has recently stated:

Rule 15(a) provides that when a party asks to amend his pleading, “leave shall be freely given when justice so requires and does not prejudice any other party.” Rule 15(a), SCRCF. “This rule strongly favors amendments and the court is encouraged to freely grant leave to amend.” Parker v. Spartanburg Sanitary Sewer Dist., 362 S.C. 276, 286, 607 S.E.2d 711, 717 (Ct. App. 2005) (citing Jarrell v. Seaboard Sys. R.R., Inc., 294 S.C. 183, 186, 363 S.E.2d 398, 399 (Ct. App. 1987)). “Rule 15(a) is substantially the same as the Federal Rule,” Rule 15(a), SCRCF notes, and the Supreme Court of the United States has referred to the Rule’s “freely given” provision as a “mandate” that “is to be heeded,” Foman v. Davis, 371 U.S. 178, 182, 83 S.Ct. 227, 230, 9 L.Ed.2d 222, 226 (1962). The Foman Court continued: “If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claim on the merits. In the absence of any apparent or declared reason—such as undue delay,

bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.—the leave sought should, as the rules require, be ‘freely given.’” Id. (citing Fed. R. Civ. P. 15(a)); accord Forrester v. Smith & Steele Builders, Inc., 295 S.C. 504, 507, 369 S.E.2d 156, 158 (Ct. App. 1988).

Patton v. Miller, 420 S.C. 471, 489–90, 804 S.E.2d 252, 261–62 (2017), reh'g denied (Sept. 27, 2017). The Supreme Court has further made it clear that “Rule 15 prejudice is some result flowing from the amendment that puts the non-moving party *at a disadvantage in defending the merits, which disadvantage the party would not have faced if the amended claim had been included in the original pleading or a timely motion to amend.*” Patton, 420 S.C. at 491, 804 S.E.2d at 262–63 (emphasis added).

This Motion to Amend was not filed a month before the October 8, 2018, term of court when it next may appear on the docket. The Motion to Amend was filed nearly six (6) months prior to the hearing on the Motion to Amend. Therefore, the reasoning of the Order is flawed, as it holds Mr. Finan responsible for the scheduling of hearings in a busy circuit court system that is facing a known court reporter shortage and is eliminating civil terms of court. The Motion to Amend itself was timely, being filed precisely one (1) week following the first discovery device – the deposition of Brian Neal – whereby Mr. Finan first learned of grounds, sufficient under Rule 11, SCRCP, to name the Aetius Companies as Defendants.

More importantly, the case was not then – or now – ready for any trial. Mr. Finan served discovery with his Complaint. As the timeline above demonstrates, Vista Wings, LLC, and the Aetius Companies themselves have acted to repeatedly delay and avoid discovery being conducted

in this matter, materially delaying the case becoming ready for trial. Therefore, justice does not permit Vista Wings, LLC, to rely upon the mere fact that the lawsuit has been pending for over a year as the source of alleged “prejudice” to it. An Order from the Third Motion to Compel heard on March 2, 2018 (18 days before the Motion to Amend was filed) is still forthcoming. Discovery documents and interrogatory responses long sought by Mr. Finan were served by Vista Wings in July 2018. As a result these issues, Judge Hood granted a Consent Order of Continuance in this case one (1) month ago. Both parties agreed in that motion that depositions still needed to be scheduled and conducted in this matter prior to trial, which has not yet occurred.

Most importantly, the fact that this Motion to Amend was heard a month before the case may appear again on a docket does not itself establish any prejudice to Vista Wings, LLC, the non-moving party. Vista Wings, LLC, has failed to articulate – much less show by any proper evidence or affidavit – how any delay from the amendment will put it “at a disadvantage in defending the merits, which disadvantage the party would not have faced if the amended claim had been included in the original pleading or a timely motion to amend.” The record is devoid of any grounds to establish prejudice by that delay.

Conversely, the prejudice to Mr. Finan if the Motion to Amend is denied is material. As argued during the hearing on the Motion to Amend, the denial of the amendment to add parties deprives Mr. Finan of the ability to pursue his case and obtain a judgment against the proper entity and to seek payment from that entity or its insurer; it subjects Mr. Finan to defenses by Vista Wings, LLC’s vicarious liability due to the employment relationships and conduct performed by natural persons working for its parents, the Aetius Companies; and it subjects Mr. Finan to potential statute of limitation defenses that he may face if he were to now file a separate lawsuit against the Aetius Companies for the same conduct outlined in the Complaint.

While the order does not address this matter, even the Aetius Companies cannot be found to have suffered any prejudice as being added at this time. Due to the need to discover the information sought through written discovery, Mr. Finan has only deposed one (1) person in this case associated with Vista Wings or the Aetius Companies. If added at this time, the Aetius Companies would be able to participate in all of the meaningful discovery related to its liability. Moreover, as the self-proclaimed “parents” of Vista Wings, LLC, the Aetius Companies have already been involved in all material aspects of this litigation. Their employee and officer, Andy Johnson, is the one who has verified all of the written discovery produced by Vista Wings, LLC to date.

Finally, the Order is silent on Mr. Finan’s Motion to Amend to the extent it seeks to drop Brent Weston and Aaron Miller from the caption in this case. As the parties have already filed Stipulations of Dismissal as to these parties, then there is no reason why the Motion to Amend should be denied in this regard.

Conclusion

The Order fails to comply with Rule 15, SCRCPP, as it fails to identify any actual prejudice to Vista Wings, LLC, by the amendment, much less a prejudice that is so material as to outweigh the overwhelmingly policy in favor of freely granting an amendment. However, the Order works substantial prejudice to Mr. Finan and deprives him of a substantial right. Therefore, the Order should be withdrawn and replaced with an order that allows Mr. Finan to file a First Amended Complaint that add Aetius Companies, LLC, Aetius Franchising, LLC, Aetius Restaurant Holdings, LLC, and Aetius Restaurant Group, LLC to the lawsuit as a party and to remove the settled Defendants, Brent Weston and Aaron Miller from the caption of this case.

[Signature on Following Page]

Respectfully Submitted,

s/ Shaun C. Blake

Shaun C. Blake (SC Bar # 76349)

Jenkins M. Mann (SC Bar #74884)

ROGERS LEWIS JACKSON MANN & QUINN, LLC

1901 Main Street, Suite 1200 (29201)

P.O. Box 11803

Columbia, SC 29211

Tel: 803-978-2831

Fax: 803-252-3653

Email: jmann@rogerslewis.com

sblake@rogerslewis.com

September 13, 2018

ATTORNEYS FOR PLAINTIFF

INCIDENT REPORT

ONLY

150015105

ELECTRONICALLY FILED - 2018 Sep 13 5:18 PM - RICHLAND - COMMON PLEAS - CASE#2016CP4007109

EVENT

VICTIM NO. 1

SUBJECT NO. 1

NARRATIVE

PROPERTY EST.

ADMINISTRATIVE

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 16-03-0600(E) SIMPLE ASSAULT 138 SIMPLE ASSAULT				☒ YES ☐ NO	☐ YES ☒ NO	BAR/NIGHTCLUB/LOUNGE		☒ Individual ☐ Business ☐ Financial Inst ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.				☐ YES ☐ NO	☐ YES ☐ NO			
3.				☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER) 729 LADY ST, COLUMBIA, SC						ZIP CODE 29201-	WEAPON TYPE PERSONAL WEAPON	
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME
06/09/2015	2345		06/09/2015	0001	09/09/2015	0002	0203	0100
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE) FINAN, RICHARD			RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
			#1 ST #2 ST #3 ST		S	W	M	37 /
ADDRESS 3837 ROBERTS RD			CITY HOPKINS		STATE SC	ZIP CODE 29081-		LOCATION NO. 239
VICTIM'S NAME (LAST, FIRST, MIDDLE) FINAN, RICHARD			RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX	AGE
			#1 ST #2 ST #3 ST		S	W	M	37 /
ADDRESS 3837 ROBERTS RD			CITY HOPKINS		STATE SC	ZIP CODE 29081-		LOCATION NO. 239
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.				
ADDRESS 3837 ROBERTS RD			CITY HOPKINS		STATE SC	ZIP CODE 29081-		LOCATION NO. 239
VISIBLE INJURY (MCT) ☒ YES ☐ NO ☐ EXPLAIN				Lacerations Minor				
VICTIM NO. 1 USING ALCOHOL ☒ YES ☐ NO ☐ UNK				DRUGS ☐ YES ☐ NO ☒ UNK				
TWO MAN VEH ☒ ONE MAN VEH ☐ DETECTIVE PLASMT ☐ OTHER ☐ ALONE ☐ ASSISTED ☐				*J-This Jurisdiction S-State O-Out of State U-Unknown				
☒ SUSPECT	NAME (LAST, FIRST, MIDDLE) UNKNOWN, UNKNOWN			RACE	SEX	AGE	ETH	DATE OF BIRTH
				W	M	/	N	
☐ RUNAWAY	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.			RELATED OFFENSE(S) 138		DAYTIME PHONE		EVENING PHONE
☐ WANTED								
☐ WARRANT	ADDRESS UNKNOWN			CITY		STATE	ZIP CODE	LOCATION NO.
☐ ARREST								
☐ JAIL	SUBJECT NO. 1 USING ALCOHOL ☐ YES ☐ NO ☒ UNK			ARRESTED NEAR OFFENSE SCENE ☐ YES ☐ NO ☐		DATE/TIME OF OFFENSE		DATE/TIME OF ARREST
☐ SUMMONS	DRUGS ☐ YES ☐ NO ☒ UNK			TOTAL # ARRESTED				
DAY OF THE WEEK		HOW REPORTED		A- OFFICER DISPATCHED ON CALL B- REPORT TAKEN BY PHONE C- COMPLAINANT WALKED IN		DIFF. FACTOR		E- COMPLAINT FRE- QUENTLY INTOXICATED F- DOMESTIC N- NORMAL
S M T W T F S UNK		A B C D E F				N		
R/O WAS OUTSIDE OF THE INCIDENT LOCATION (WILD WINGS) AND OBSERVED SEVERAL PEOPLE BEING ESCORTED OUT OF THE LOCATION BY THE SECURITY STAFF OF WILD WINGS. R/O RESPONDED AND AFTER SEVERAL MINUTES GAINED CONTROL OF THE SITUATION ALONG WITH OTHER OFFICERS THAT RESPONDED.								
R/O OBSERVED THE VICTIM TO HAVE SEVERAL LACERATIONS AROUND HIS RIGHT EYE AND WAS BLEEDING. VICTIM STATED THAT HE WAS ASSAULTED INSIDE THE LOCATION BY AN UNKNOWN SUBJECT (SUBJECT 1). R/EMS RESPONDED TO THE SCENE AND TREATED THE VICTIM FOR HIS INJURIES.								
				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY			JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)							TOTAL VALUE	
STOLEN								
DAMAGED								
BURNED								
RECOVERED								
SEIZED								
SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		S.F. ☐ AI		☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER
REASON FOR DETENTION/CLERANCE		1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION		3 ☐ EXPIRATION DATED		4 ☐ VICTIM DECLINES COOPERATION		5 ☐ JUVENILE IN CUSTODY
REPORTING OFFICER(S) POAGE JUSTIN W		DATE 06/09/2015 02:21:40		UNIT NUMBER 22289		APPROVING OFFICER HOWE DAVID A		DATE 06/09/2015 04:57:30
						FOLLOW UP INVESTIGATION ☐ YES ☐ NO ☐		OFFICER

ADDITIONAL NARRATIVE

ELECTRONICALLY FILED - 2018 Sep 13 5:18 PM - RICHLAND - COMMON PLEAS - CASE#2016CP4007109

Agency Name: City of Columbia Police Department	ORI #: SC0400100	Report Date/Time: 09/05/2015 23:45	OCA #: 150015185

VICTIM STATES THAT THERE WERE TWO UNKNOWN MALE INDIVIDUALS GETTING INTO HIS WIFE'S FACE BEING AGGRESSIVE AND ATTEMPTING TO PUSH HER BACKWARDS WITH THERE CHEST. HE THEN STEPPED IN FRONT OF HER AND UNKNOWN SUBJECT 1 STRUCK HIM IN THE FACE AND A PHYSICAL ALTERCATION ENSUED BETWEEN A CROWD OF PEOPLE. DURING THE ALTERCATION, HE STATES THAT SUBJECT 2 (BRENT) THEN GRAB HIM AROUND HIS NECK AND NOT LETTING HIM GO. WHILE HE WAS GETTING HELD BY BRENT, HE STATES THAT SUBJECT 3 (AARON) STRUCK HIM IN THE FACE SEVERAL TIMES. VICTIM STATED THAT THE WILD WING BOUNCERS BROKE THE ALTERCATION UP BETWEEN THE CROWD AND ESCORTED HIM OUTSIDE THE BUILDING. R/O OBSERVED THE VICTIMS RIGHT EYE TO BE SWOLLEN, AND RED, A SMALL LACERATION ON THE TOP OF HIS NOSE, AND A SMALL LACERATION ABOVE HIS RIGHT EYE.

WITNESS 1 (JONI) STATED THAT THE ALTERCATION OCCURRED AT THE FRONT OF THE STAGE AREA INSIDE THE BUSINESS. JONI STATES THAT AN UNKNOWN MALE WAS IN FRONT OF THE VICTIMS WIFE FACING HER AND THEY WERE CONVERSATING BUT COULD NOT TELL WHAT WAS BEING SAID. RICHARD THEN GOT IN BETWEEN THEM AND THE UNKNOWN SUBJECT 1 STRUCK HIM IN THE FACE AND A LARGE ALTERCATION ENSUED BETWEEN MULTIPLE PEOPLE. JONI OBSERVED BRENT HOLDING RICHARD AROUND HIS NECK AND NOT LETTING GO. JONI TOLD HIM THAT HIS FACE WAS BLEEDING AND TO GET OFF OF HIM BUT HE REFUSED TO LET HIM GO AND THEN AARON STRUCK RICHARD IN THE FACE MULTIPLE TIMES AND THEN SECURITY BROKE UP THE ALTERCATION.

SUBJECT 2 (BRENT) TOLD R/O THAT HE WAS SECURITY FOR THE BAND THAT WAS PLAYING AT THE INCIDENT LOCATION AND OBSERVED RICHARDS WIFE INVOLVED WITH A VERBAL ALTERCATION WITH A FEW UNKNOWN MALES. THEN HE STATED THAT A PHYSICAL ALTERCATION ENSUED INVOLVING SEVERAL INDIVIDUALS INCLUDING RICHARD AND HIS WIFE. BRENT TOLD R/O THAT THE ALTERCATION STARTED TO WORK ITS WAY CLOSER TO THE STAGE AREA WHEN THE BAND WAS AT AND HE TRIED TO BREAK UP THE ALTERCATION BUT FAILED TO DO SO. BRENT STATED THAT RICHARD ATTEMPTED TO CONTINUE TO FIGHT OTHER INDIVIDUALS. BRENT THEN GRABBED RICHARD AROUND HIS NECK AND ARM WITH HIS ARM AND HOLD HIM BACK SINCE HE BELIEVED HE WAS BEING AN AGGESSOR. RICHARD THEN GRABBED A BOTTLE OFF OF A TABLE AND ATTEMPTED TO STRIKE HIM WITH IT. BRENT STATED THAT HE RELEASED RICHARD WHEN WILD WINGS SECURITY ARRIVED TO BREAK THE ALTERCATION UP.

WITNESS 3 (COLBY) STATED THAT HE OBSERVED A LARGE SCUFFLE INVOLVING MULTIPLE PEOPLE AND OBSERVED BRENT HOLDING RICHARD AROUND HIS NECK AND ARM WITH THE ATTEMPT TO RESTRAINING HIM BUT WITH NO INTENTIONS ON TRYING TO HURT HIM IN ANY WAY. COLBY ALSO TOLD R/O THAT BRENT LET GO OF RICHARD AS SOON AS WILD WING SECURITY ARRIVED AND HE WAS ONLY DOING HIS JOB AS SECURITY FOR THE BAND DUE TO WHERE THE ALTERCATION WAS TAKING PLACE AT THE STAGE AREA.

SUBJECT 3 (AARON) TOLD R/O THAT HE OBSERVED THE ALTERCATION AND SCUFFLE AND THEN OBSERVED BRENT RESTRAINING RICHARD AND STEPPED IN AND ASKED IF BRENT WAS OK. R/O ATTEMPTED TO ASK AARON SEVERAL TIMES WHAT ELSE OCCURRED AND WHAT HIS INVOLVEMENT WAS HE TOLD R/O SEVERAL TIMES THAT HE DOESNT REMEMBER ANYTHING AFTER ASKING BRENT IF HE WAS OK.

WITNESS 2 (JEFF) STATED THAT HE OBSERVED RICHARDS WIFE INVOLVED IN A VERBAL ALTERCATION (THE AGGESSOR) WITH ANOTHER UNKNOWN INDIVIDUALS AND OBSERVED RICHARD CONFRONTING THE UNKNOWN INDIVIDUAL AND THEN THE ALTERCATION ENSUED. STATED THAT HE DID NOT SEE AARON STRIKE ANYBODY AND STATED THAT AARON AT ONE POINT WAS ATTEMPTING TO BREAK THE ALTERCATION UP.

R/O OBSERVED RICHARD BLEEDING FROM THE RIGHT SIDE OF HIS FACE, OBSERVED BLOOD ON THE FRONT OF BRENTS PANTS, AND OBSERVED BLOOD ON AARONS HANDS. R/O SPOKE TO MULTIPLE PEOPLE WHO STATED THAT RICHARDS WIFE, AND HIM INSTIGATED THE ALTERCATION AND R/O WAS ALSO TOLD BY MULTIPLE PEOPLE THAT SUBJECT 1 INSTIGATED THE ALTERCATION AND STRUCK RICHARD FIRST. R/O WAS ALSO INFORMED THAT THE ALTERCATION APPEARED TO BE MUTUAL COMBATANTS. R/O ATTEMPTED TO GET SEVERAL PEOPLES INFORMATION FOR THIS REPORT BUT TOLD R/O THAT THEY DID NOT WANT TO BE APART OF THIS REPORT. RICHARD IS CLAIMING THAT AARON ASSAULTED HIM WHILE BRENT WAS HOLDING HIM AND THAT BRENT ASSAULTED HIM BY PLACING HIS ARM AROUND HIS NECK. RICHARDS STATES THAT IT WAS UNWARRANTED.

COURT OF COMMON PLEAS FOR THE
STATE OF SOUTH CAROLINA
FOR THE COUNTY OF RICHLAND
THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	CIVIL ACTION NO.:
Vista Wings, LLC d/b/a	)	2016-CP-40-07109
Wild Wings Cafe - Columbia,	)	
Brent Weston, and Aaron	)	
Miller,	)	
	)	
Defendant.	)	
	)	

DEPOSITION OF: CHRIS SEIPLE

DATE: Friday, October 6, 2017

TIME: At 9:34 A.M.

LOCATION: LAW OFFICES OF:
Sweeny Wingate & Barrow
1515 Lady Street
Columbia, SC 29201

TAKEN BY: Counsel for the Defendant

REPORTED BY: Brittany Van Nort, Court
Reporter and Notary Public

1 were about to go down, and you saw him grab Ricky?

2 A. I seen him grab Ricky when I -- I
3 grabbed the guy. He grabbed Ricky. He could have
4 been very well being like me and keeping the stuff
5 from escalating.

6 Q. Gotcha. But then next thing you know,
7 you get --

8 A. I'm -- I'm away.

9 Q. And after that it's fair to say it's
10 hard for you to recollect anything else that went
11 on around you?

12 A. Right.

13 Q. Okay. And do you recall if your sister
14 was put in handcuffs for any reason that night?

15 A. I don't know. I want to say maybe a
16 cop was talking with her, but I don't know if she
17 was put in cuffs.

18 Q. Okay. That's all I got.

19 CROSS-EXAMINATION

20 BY MR. MANN:

21 Q. Chris, I have a couple questions for
22 you. The gentleman that was sitting on top of the
23 booth in front of you, did he appear to be
24 intoxicated to you?

25 A. Oh, severely.

1 **Q. Severely intoxicated?**

2 A. Yes. Words slurring, very loud,
3 obnoxious. He is -- he was loud in front of us
4 before we even asked him to sit down, because he
5 was -- we couldn't even hear the music because he
6 was sitting there loud with a couple of his friends
7 right there.

8 **Q. Do you know if he was being served**
9 **drinks by Wild Wing that night?**

10 A. I mean I'm going to assume yes.

11 **Q. Did you see a waitress come and go from**
12 **his table?**

13 A. Of course.

14 **Q. Did you see them bring any drinks to**
15 **the table that night?**

16 A. I mean I guess I didn't really pay
17 attention to whether drinks were coming there, but
18 I did see server coming.

19 **Q. Okay. Anybody else in that group**
20 **appear to be intoxicated?**

21 A. The guy that was sitting beside him was
22 definitely intoxicated. He -- I mean I could pick
23 him out. He was a pretty muscular guy, military
24 type looking. I want to say he wasn't originally
25 in the group. He just kept walking over, and I

1 STATE OF SOUTH CAROLINA) THE COURT OF COMMON PLEAS
2 COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT
3
4 RICHARD A. FINAN,) C.A. NO.: 2016-CP-40-07109
5)
6 Plaintiff,)
7)
8 V.) Deposition of
9 VISTA WINGS, LLC d/b/a WILD) JONI WILLIAMSON
10 WINGS CAFÉ - COLUMBIA, BRENT) August 3, 2017
11 WESTON, AND AARON MILLER,)
12)
13 Defendants.)
14 _____)
15

16 Deposition on oral examination of JONI WILLIAMSON,
17 reported by Lisa F. Huffman, Court Reporter and Notary
18 Public in and for the State of South Carolina; said
19 deposition taken pursuant to notice of deposition, by
20 agreement and in accordance with South Carolina Rules of
21 Civil Procedure, at Rogers Lewis Jackson Mann & Quinn,
22 LLC, 1901 Main Street, Suite 1200, Columbia, South
23 Carolina, on August 3, 2017, at the hour of 12:33 p.m.
24
25

1 **Q. Start from the beginning.**

2 A. Okay. We went that night to go hear Ricky Young
3 sing, who I also went to school with who I'm also
4 friends with, so it makes it a little difficult.
5 I've known this Ricky, obviously, longer than I've
6 known Ricky Young. Anyway, we went out, me and
7 Daisy and Jacob. I had refused to let them be
8 involved because at the time they were in my
9 consideration to be minors, so I didn't feel their
10 statement was necessary. So we went out. We ate.
11 We watched the band a while, and as we were going
12 to leave we saw Ricky, Richard Finan, and Amber and
13 his brother-in-law, Chris, and his wife Stephanie.
14 We just saw them as we were leaving.

15 **Q. And you know them as well?**

16 A. Yes, yes.

17 **Q. Grew up with all of them?**

18 A. Well, I grew up with Mr. Finan, but not with
19 everybody else. We're related to them -- well,
20 we're not related to them. We're related to their
21 cousins. So it -- we're always together, all of us
22 --

23 **Q. You know, they say in South Carolina everybody is**
24 **related.**

25 A. Everybody is always related. So, anyway, we were

1 going to leave and we saw them, so we stopped to
2 talk a while. And we were just kind of talking,
3 you know, like, hey, what you been up to, you know,
4 whatever. And come to find out, they had won
5 this little thing and they were in this booth to
6 watch the concert, so they were there just like we
7 were. And Mr. Finan and I were talking, and we
8 were all just kind of hanging out and was -- we
9 were having a good time. And somebody said
10 something to his wife. I'm not exactly sure what
11 happened, because we were just kind of talking. He
12 says, "Hang on a second, let me see what's going
13 on." So he walks over and says, "Hey, are you
14 talking to my wife?" Or what are you saying to my
15 wife or something. But it was loud, so you
16 couldn't really hear. And the next thing I know he
17 gets punched. And I thought what in the world is
18 happening, like what's going on. So I immediately
19 turn to my children and I said get in the booth.
20 Now, they're 16 and 18 at the time, so they weren't
21 like children.

22 **Q. Who's the 18, Daisy?**

23 A. Daisy. Yeah, because she was -- either she was
24 just about to be 18 -- no, she had to have been 18.

25 **Q. This is a couple of years ago.**

1 A. Yeah, she --

2 **Q. Is she 19 now?**

3 A. She will be 20, so she was about to be 18 then.
4 But, see, we get our name on the door a lot of
5 times to come see Ricky Young because we're
6 friends. And I'll send him a message, hey, put our
7 name on the door, and he will. So that's how I get
8 them into places all the time. But, anyway, this
9 was actually Jacob's first outing with us to go see
10 Ricky sing. So I pushed them back in the booth. I
11 turn around, and by the time I turn around Mr.
12 Finan was in a headlock and -- somebody had him in
13 a headlock and some other guy was punching him and
14 it just -- it went crazy from there. And I was
15 screaming, "Please let him go. He's bleeding."
16 And he was bleeding everywhere. I said, "Please
17 let him go. Please let him go. If you let him go,
18 I'll take him out of the bar." I just kept saying,
19 "If you let him go I will take him out of the bar."
20 And the guy said, "I'm not letting him go." And I
21 said, "You got to -- he's bleeding all over the
22 place. You have to let him go." And he just kept
23 hollering to me, "I'm not letting him go." So hope
24 I don't get charged with anything. I started
25 grabbing whatever I could to throw at this fellow

1 to let him go, because Ricky's face was so red and
2 so blue from them holding him he couldn't breathe,
3 and I was just throwing whatever: bottles, cups,
4 whatever I had in my hands to let him go. Because
5 I knew if I got him away from him that I could take
6 him outside and everything would be fine. And so
7 we went out. After everything got crazy and cops -
8 - I guess cops were in. I'm not sure if the cops
9 came in or not, but we all went outside eventually.
10 And a cop did take my son back inside to identify
11 the man. Because one guy was holding Ricky and one
12 guy was punching him. There were two. They were
13 tag teaming up on him. Now, I don't know what was
14 going on with Chris. A bunch of them jumped on
15 him, but he's a big old guy, so I don't care about
16 what was going on with him. I was caring about
17 Ricky because he was standing in front of me, and
18 that's what I was looking at.

19 **Q. Sure.**

20 **A.** So my son goes back inside with the cop to find the
21 guy that was punching him, because he was wearing a
22 flannel shirt. And they came back out with Ricky's
23 sunglasses that he lost and the flannel shirt that
24 was on the ground. The guy had peeled his shirt
25 off and bailed. I don't know even know who these

1 people are, so.

2 **Q. So the guy that was holding him and the guy that**
3 **was punching him, you never saw them again?**

4 A. Yeah, I've seen him a lot through the years. I'm
5 fairly positive, and I feel like that's him, but
6 are you Brent?

7 MR. WESTON: Uh-huh.

8 THE WITNESS: Yeah. Because you go with
9 Ricky Young a lot, right?

10 MR. WESTON: Yeah, he's one of my best
11 friends.

12 A. Yeah. But, I mean, so I know it was him because
13 I've been to several of these concerts. And, like
14 I said, I feel bad because I know everybody.

15 **Q. Sure.**

16 A. But it was complete chaos.

17 **Q. The other guy that was punching Ricky, have you**
18 **seen him since?**

19 A. No. I don't know who he was.

20 **Q. Has anyone told you that any of these people were**
21 **employed with Wild Wings?**

22 A. No, I don't know who they were with.

23 **Q. Right.**

24 A. I've just seen him at several of Ricky Young's
25 concerts. That's how I know him. That's how I

1 Q. You mean showing that you didn't have any marks on
2 your hands indicating you had --

3 A. Been an aggressor, that's correct.

4 Q. Well, I mean, you still could have punched someone
5 and not had a mark on your hand, couldn't you?

6 MR. BLAKE: Object to the form.

7 A. Doubtfully.

8 Q. So that's the purpose of that; is that correct?

9 A. That's correct.

10 Q. Number 2 shows the injuries to your face.

11 A. Yeah.

12 Q. And it looks mostly to your right eye. I see some
13 other marks, but that looks to be the most
14 dramatic; is that correct?

15 A. My eye?

16 Q. Yeah, your right eye.

17 A. It looks to be the worst part, yeah.

18 Q. Now, you got a little band-aid above that. Did
19 that require stitches?

20 A. I don't remember if I got stitches or not.

21 Q. I don't see a scar on your --

22 A. There is a scar. It's covered by eyebrow.

23 Q. Do you know if that scar was there before this
24 incident?

25 A. No, it was not.

1 Q. So you don't know if you got stitches?

2 A. I don't recall.

3 Q. Who would have put the stitches in?

4 A. It probably would have been Doctors Care. That's
5 who I first went to. But I think they just put
6 steri-strips on it.

7 Q. Number 3 looks like your right hand; is that right?

8 A. Yeah.

9 Q. Now, it looks like there are a couple abrasions on
10 two knuckles. Am I missing something?

11 A. No.

12 Q. Is that two abrasions on your knuckles?

13 A. No.

14 Q. You don't think that is? They're red marks.

15 A. I don't think so.

16 Q. These are not red marks?

17 A. They're slightly redder than the rest of my hand.

18 Q. Right. And how did that happen?

19 A. I don't know.

20 Q. Did you land a punch with your right hand?

21 A. I did not.

22 Q. What's the ring signify? What is that? Is that S?

23 A. It's a Superman ring.

24 Q. On number 4 you made a fist; is that right?

25 A. That's correct.

1 Q. And what's the purpose of that photo?

2 A. Just showing my fist and knuckle showing that
3 they're not busted, bloody or anything like that.

4 Q. Number 5 it looks like that's a mark to your back?

5 A. It's an abrasion on my back.

6 Q. Do you remember when she took these, in terms of
7 the incident? Was it that day, that night, the
8 next day?

9 A. I believe it may have been the next day.

10 Q. And why did you have her take these photographs?

11 A. I had her take the photographs as evidence in case
12 I wanted to file charges against these people. I
13 wanted to have some sort of evidence or proof as to
14 what happened.

15 Q. Sure. Or bring a lawsuit, right?

16 A. It wasn't my intentions at the time, no.

17 Q. Number 6, your left knuckles. That's again to show
18 that you didn't have any abrasions on them?

19 A. That's correct.

20 Q. Number 7, your left hand?

21 A. Yes.

22 Q. The same reason?

23 A. Yes, sir.

24 Q. Eight is a photograph of mostly on the right side
25 of your face; is that correct?

1 A. Yes, sir.

2 Q. Nine, what are we looking at here? Why did you
3 take this one?

4 A. My neck.

5 Q. And what does that show us?

6 A. The bruising on my neck from being strangled.

7 Q. Did you ever pass out or get unconscious as a
8 result of --

9 A. Nearly.

10 Q. But I mean either you did or didn't. That's my
11 question.

12 A. Nearly. I almost passed out.

13 Q. Nearly, meaning you did not?

14 A. I did not.

15 Q. Okay. Number 10, what are we looking at here?

16 A. My neck.

17 Q. Number 11?

18 A. Neck and chin.

19 Q. Same thing. Number 12, what are we looking at?

20 A. My back.

21 Q. That's on the right side of your back?

22 A. That's correct.

23 Q. Same thing on 13, correct?

24 A. Yes, sir.

25 Q. Fourteen is your chest right below your left

Verizon LTE

1:46 PM



June 6, 2015

10:26 AM



Details



PHOTOS 019

Record 104

2

5

Verizon LTE

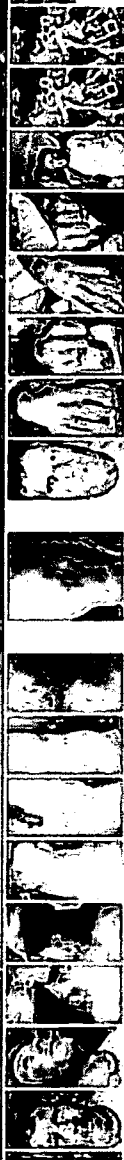
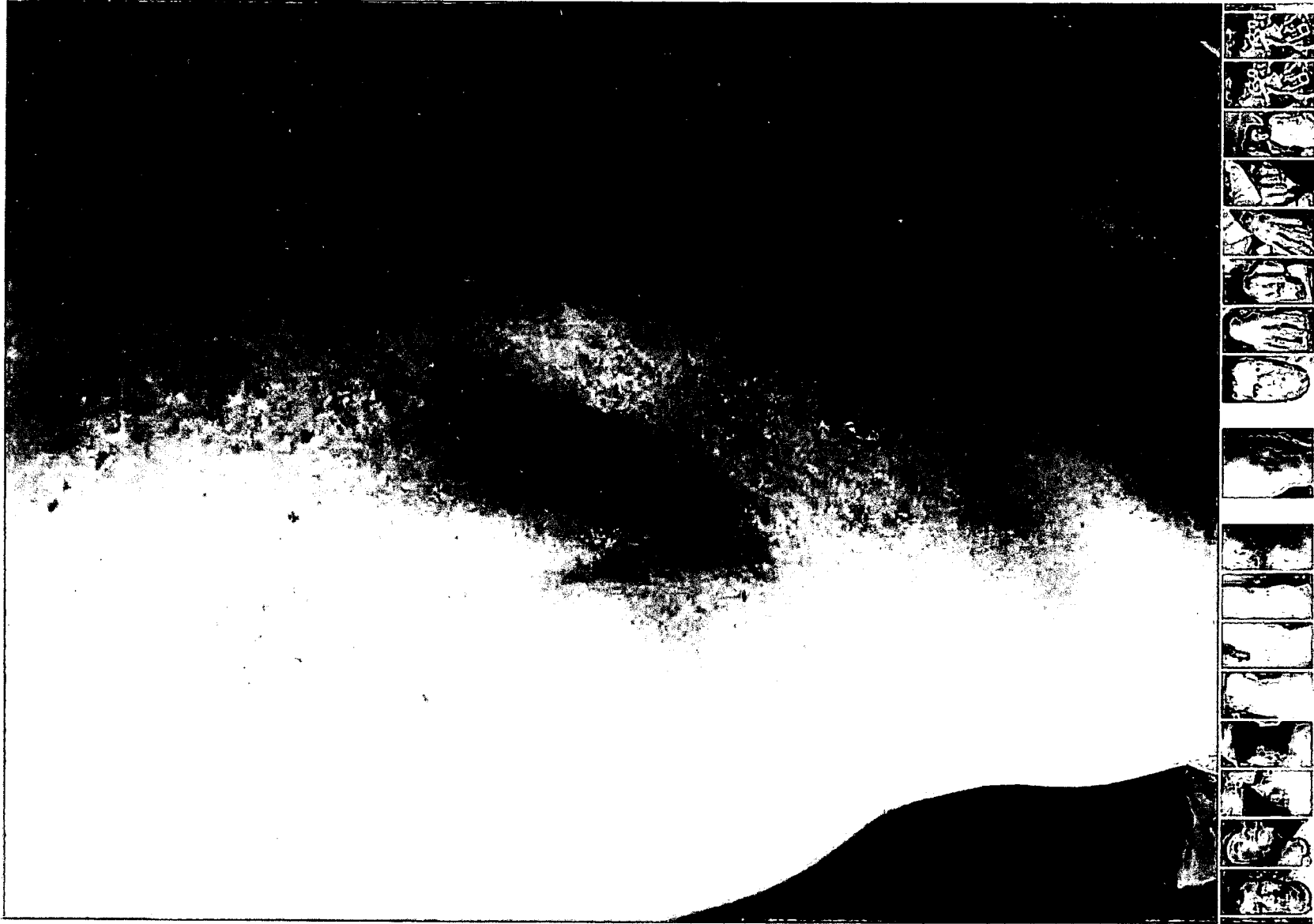
1:46 PM

June 6, 2015

1:59 AM



Details



PHOTOS 022

Record 105

••••• Verizon LTE

1:45 PM



June 6, 2015

1:56 AM



Details



PHOTOS 025

Record 106

Verizon LTE

1:45 PM



June 6, 2015

1:57 AM

Details



PHOTOS 028

Record 107

Verizon LTE

1:45 PM



June 6, 2015

1:59 AM

Details

(12)



PHOTOS 029

Record 108

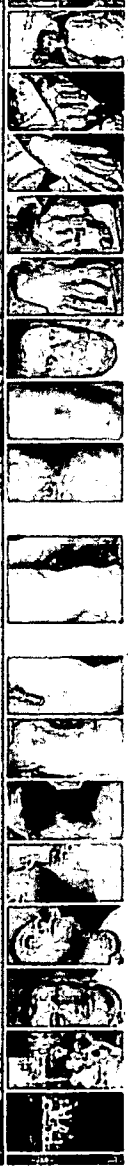
Verizon LTE

1:46 PM

June 6, 2015

1:59 AM

Details



PHOTOS 030

Record 109

13

CENTA Medical Group

(803) 256-2483
 157 Corley Mill Rd., Lexington
 Lexington, SC 29072-7600

Patient: Richard A Finan

Date of Birth: [REDACTED]

SSN (last 4 #): [REDACTED]

Visit Date: 06/11/2015

Attending Provider: Frank C. Hill MD

Referring Provider: Janel Randolph PA-C

Patient Visit Note

Chief Complaint

The Chief Complaint is: On call work-in Poss. orbital fx-tastes blood when he breathes in
 J Randolph NP.

Reason For Visit

Visit for: assaulted 6 days ago and blurry vision in the right eye since. No double vision. No antibiotics.

Referred Here

Doctor's care.

History of Present Illness

- No fever.
- No sinus pain.
- Drip or drainage down throat from above, bloody ◦ No hearing loss in both ears ◦ No bilateral earache ◦ No previous history of discharge from both ears ◦ No nasal stuffiness ◦ No hoarseness ◦ No breathy hoarseness ◦ Not breaking ◦ No weak voice ◦ No sore throat
- No cough
- No difficulty swallowing
- Your ability to smell is normal ◦ Foods do not taste unusual

Past Medical/Surgical History

Reported:

No recent change in medical history.

Current Medication

Medication list reviewed.

Social History

Behavioral: Cigarette smoking.
 Alcohol: Alcohol.
 Drug Use: Not using drugs.
 Marital: You are currently married.

Family History

Family history unchanged

Review Of Systems

Encounter Background Information: The review of systems has not changed.

Systemic: Not feeling poorly (malaise). No fever and no recent weight change.

Head: Headache and sinus pain.

Neck: Neck pain. No lump or swelling in the neck.

Eyes: No itching of the eyes. Eye pain.

Otolaryngeal: No hearing loss, no earache, and no ringing in the ears. Nosebleeds. No hoarseness and no sore throat.

Cardiovascular: No chest pain or discomfort.

Pulmonary: No difficulty breathing, no cough, and no wheezing.

Gastrointestinal: Appetite not decreased. No difficulty swallowing, no difficulty swallowing, and no heartburn.

Genitourinary: No pain during urination.

Hematologic: No easy bleeding and no tendency for easy bruising.

Neurological: No spinning dizziness, no lightheadedness, your ability to smell is normal, the corner of the mouth does not droop, and foods do not taste unusual.

Psychological: No depression and no sleep disturbances.

Skin: No rash.

Social: Smoking status: Current everyday smoker.

Physical Findings

• Vitals taken 06/11/2015 02:17 pm

BP-Sitting L	118/78 mmHg	100 -
120/60 - 80		
Temp-Tympanic	98.5 F	96 - 101
Height	69 in	65 - 75
Weight	164 lbs	125 - 225
Body Mass Index	24.2 kg/m2	
Body Surface Area	1.90 m2	

Neurological:

° Corner of the mouth does not droop.

Head:

Scar: ° No scar on the head except small lac in right eyebrow.

Neck:

Appearance: ° Of the neck was normal.

Palpation: ° No tenderness of the neck.

Trachea: ° Showed no abnormalities.

Cervical Mass: ° No cervical mass was seen.

Eyes:

General/bilateral:

Extraocular Movements: ° Normal.

Anterior Orbit / Periorbit: • Swelling around the right eye. • Periorbital ecchymosis. No enophthalmos.

External: ° Tissue around the eyeball exhibited no abnormalities.

Nose:

General/bilateral:

Discharge: ° No nose bleeds were seen.

Nasal Malformation: ° No nasal malformation.

External Deformities: ° No external nose deformities.

Cavity: • Deviated nasal septum. • Nasal mucosa bleeding. ° Nasal mucosa was moist. ° Nasal mucosa not edematous. ° Nasal mucosa not red. ° Nasal mucosa no crusts/sores. ° No intranasal polyp. ° No intranasal mucocoele. ° No intranasal neoplasm.

Sinus Tenderness: ° No tenderness of maxillary sinus. ° No ethmoidal sinus tenderness. ° No frontal sinus tenderness.

Upper Airway:

° No stridor was observed.

Obstructions:

Obstructions: ° Airway was patent.

Oral Cavity:

° General condition was unknown. ° Odor of breath was normal. ° No drooling was observed.

Lips: ° Showed no abnormalities.

Frenum Attachment: ° Showed no abnormalities.

Gums: ° Examination showed no abnormalities.

Teeth: ° Dental no abnormalities.

Buccal Mucosa: ° Examination showed no abnormalities.

Tongue: ° Examination showed no abnormalities.

Mouth Floor: ° Floor of the mouth showed no abnormalities.

Salivary Glands: ° Examination showed no abnormalities.

Palate: ° Hard palate was normal. ° Not cleft.

Retromolar Trigone: ° Showed no abnormalities.

Pharynx:

Nasopharynx: ° Not examined by mirror. ° Not examined by fiberoptic scope.

° Adenoids were not hypertrophied.

Oropharynx: ° Soft palate was normal. ° Uvula showed no abnormalities. ° Base of the tongue was normal. ° Tonsils showed no abnormalities. ° Posterior pharyngeal wall was normal.

Lymph Nodes:

° No lymph node enlargement.

Musculoskeletal System:**Temporomandibular Joint:**

General/bilateral: ° Jaw joint showed no abnormalities.

Neurological:

Cranial Nerves: • A trigeminal neuropathy was noted with decreased facial sensation in right V2 (side of nose, infraorbital area, upper lip). ° No peripheral facial nerve palsy (weak lower and upper face) was noted. ° No central facial weakness.

Psychiatric:

Mood: ° Normal.

Affect: ° Normal.

Skin:

° No lesions on the face.

Growth And Development:

Growth Parameters: ° Normal.

Some hyposthesia on the right side.

CT

Right blow out fracture through lamina papyrecia, minimal orbital content herniation. No entrapment.

Assessment

- Closed skull fracture of orbital floor (blow-out), right without sequelae

Counseling/Education

- Education and instructions

Plan

- **Fracture of orbital floor, init encntr for closed fracture**
FOLLOW UP: as needed
Amoxicillin 500 MG CAPS, 1 po bid, 7 days, 0 refills

- Clinical summary provided to patient

Frank C. Hill MD

Electronically signed by: Frank Hill M.D. Date: 06/11/2015 15:09

CENTA Medical Group
157 Corley Mill Rd.
Lexington
Lexington, SC 29072-7600
(803) 256-2483

The following prescription(s) for Richard A Finan have been electronically forwarded to your pharmacy. Please pick up your prescription at:

CVS/pharmacy #3850
7749 Garners Ferry Rd

Columbia, SC 29209
Phone (803) 776-6605

Prescription

Amoxicillin 500MG CAPS				
Patient Instructions 1 po bid				
Quantity 14	Units tablet	Days Supp 7	Refills 0	Generic Allowed YES

ELECTRONICALLY FILED - 2018 Sep 13 5:18 PM - RICHLAND - COMMON PLEAS - CASE#2016CP4007109

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

RICHARD A. FINAN,

CIVIL ACTION NO.:

Plaintiff,

v.

VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA; BRENT WESTON; and
AARON MILLER.

**PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO VISTA
WINGS, LLC d/b/a WILD WING
CAFÉ—COLUMBIA, THE VISTA**

Defendants.

**TO: THE DEFENDANT VISTA WINGS, LLC d/b/a WILD WING CAFÉ—COLUMBIA,
THE VISTA:**

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Plaintiff hereby serves upon Vista Wings, LLC d/b/a Wild Wing Café—Columbia, The Vista, the following written First Set of Interrogatories to be answered separately and in writing within the time allowed under the Rules after the service of these Interrogatories:

DEFINITIONS

A. The terms "YOU", "YOUR", or "WILD WING CAFE", mean Vista Wings, LLC d/b/a Wild Wing Café—Columbia, The Vista and its agents, representatives, or other individuals who work or act on behalf of it either directly or indirectly.

B. The term "PERSON" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, an LLC, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

C. The term "DOCUMENT" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, produced or reproduced by any means, including all "ESI". The term "document" includes, but is not limited to, all records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices.

The term “document” also includes every other means by which information is recorded or transmitted, including, but not limited to, photographs, videotapes, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term “document” is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

D. The term “ELECTRONICALLY STORED INFORMATION” (“ESI”) is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, “native files”, writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term “ESI” also means any “documents”, produced in their “native form” with “metadata” intact and shall include both “documents” that are live on a computer or server and those that are in storage or stored either via a remote system, back-up system, hard drive or tape of any kind.

1. The term “metadata” is used in these discovery requests to include information embedded in a “native file” that is not ordinarily viewable or printable from the application that generated, edited, or modified such “native file”; and information generated automatically by the operation of a computer or other information technology system when “native file” is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

2. The term “native file(s)” and/or “native form” means “ESI” in the electronic format of the application in which such “ESI” is normally created, viewed and/or modified.

3. “Static Image(s)” means a representation of “ESI” produced by converting a “native file” into a standard image format capable of being viewed and printed on standard computer systems. In the absence of agreement of the parties or order of Court, a “static image” should be provided in Portable Document Format (PDF). If load files were created in the process of converting “native files” to “static images”, or if load files may be created without undue burden or cost, load files should be produced together with “static images”.

E. The phrase “possession, custody or control” means a “document” or “ESI” in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document or ESI on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document or ESI on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document or ESI.

F. The terms “and” and “or” shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the interrogatory.

G. References to the singular include the plural, and references to the plural include the singular.

H. The past verb tense includes the present verb tense, and the present verb tense includes the past tense.

I. The "PREMISES" means the real property located at 729 LADY STREET, COLUMBIA, SC 29201.

J. A DOCUMENT or ESI that "RELATES TO" any given subject means any document or ESI that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents or ESI concerning the preparation of other documents or ESI.

K. The "INCIDENT" refers to June 5, 2015 when the Plaintiff was physically assaulted at the PREMISES.

INSTRUCTIONS

A. When the phrase "DESCRIBE IN DETAIL" or "SPECIFICALLY STATE" is employed in these interrogatories, please supply a full description and narrative account of the act, transaction, relationship, thing, or occurrence inquired into, and include references to the dates, places, and persons involved as well as disposition of the matter, if applicable.

B. When the term "IDENTIFY" is used in these interrogatories, please supply the following information as the context requires:

1. When "IDENTIFY" is used with reference to a natural person, please state his or her full name, present or last known address and telephone number, email address, and present or last known position or business affiliation;

2. When "IDENTIFY" is used with respect to any other entity, please state its full name, the address of its principal place of business, and the names of its principals;

3. When "IDENTIFY" is used with respect to a document or ESI, please state the name or title of the document or ESI, the type of document or ESI (e.g., letter, memorandum, telegram, chart, etc.), its date, the person(s) to whom it was addressed, and the person(s) to whom it was sent. If any such document or ESI was but is no longer in your possession or subject to your control, state what disposition was made of it, and explain the circumstances surrounding, and the authorization for, such disposition, and state the date or approximate date thereof; and

4. When "IDENTIFY" is used with respect to any non-written communication, please identify the natural person(s) making and receiving the communication, their respective principals or employers at the time of the communication, the date, manner, and place of the communication, and the substance of the communication.

C. Pursuant to the South Carolina Rules of Civil Procedure and law, these Requests shall be deemed continuing so as to require supplemental responses prior to trial.

D. If any information is withheld by you based upon a claim that it is privileged or subject to protection as trial preparation material, provide a separate privilege log separately describing the nature of each document, ESI, communication, or thing not produced or disclosed by you.

E. Unless otherwise stated, the applicable time period for each interrogatory below is from **June 1, 2010 to present**.

RULE 33(B) STANDARD INTERROGATORIES

1. Give the names and addresses of PERSONS known to you to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. For each PERSON known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

3. Set forth a list of photographs, plats, sketches, or other prepared DOCUMENTS and/or ESI in your possession that relate to the claim or defense in this case.

4. Set forth the names and addresses of all insurance companies which may have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved, the amount or amounts of liability coverage provided in each policy.

5. Set forth an itemized statement of all damages claimed to have been sustained by YOU in your counterclaim, if any.

6. List the names and addresses of any expert witnesses whom you propose to use as a witness at the trial of the case.

7. If WILD WING CAFE is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

GENERAL INTERROGATORIES

8. IDENTIFY all members of Vista Wings, LLC, managing or otherwise, from January 1, 2010 until the present, and state his or her percent of ownership interest.

9. IDENTIFY each employee, servant or agent of YOU that entered upon the PREMISES and acted as either a bartender, a server, or a security employee or contract laborer on the day and night of June 5, 2015 along with each PERSON'S respective role on that night.

10. DESCRIBE IN DETAIL all policies or procedures that bartending employees are expected to abide by in the performance of their duties.

11. SPECIFICALLY STATE any and all training or instruction that YOU provide bartenders or servers pertaining to the service of alcoholic beverages.

12. IDENTIFY all lawsuits in which WILD WING CAFÉ was a named party in the past five years.

13. DESCRIBE IN DETAIL any and all terminations or adverse employment actions taken against a bartender or server of WILD WING CAFÉ in the last five years which relate in any manner to the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual, including the name of the bartender or server and the date of the termination or adverse employment action.

14. DESCRIBE IN DETAIL any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of WILD WING CAFÉ in the last five years and the circumstances surrounding each respective termination or adverse employment action, including the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

15. Give the names of each PERSON who was performing work at the PREMISES in a bartending and/or security capacity on the night of June 5, 2015, who hired, trained or supervised those individuals, and DESCRIBE IN DETAIL the results of any criminal background check or other investigation you performed to determine their qualifications to perform the work.

16. SPECIFICALLY STATE the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at WILD WING CAFÉ in the last three years.

17. IDENTIFY each insurance claim YOU have made in connection with any personal injury occurring on the PREMISES in the last five years.

18. DESCRIBE IN DETAIL the facts surrounding any relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between YOU and either:

- a) any of the Defendants named in this action; and
- b) any PERSON identified in Interrogatory number 1.

19. IDENTIFY each PERSON responsible for the implementation of YOUR policies and procedures that relate to bartending employees, security of the premises, or music events on the PREMISES.

20. Did the INCIDENT on June 5, 2015 result in any sort of internal incident report at WILD WING CAFÉ?

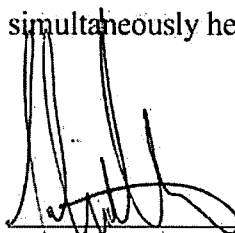
21. IDENTIFY all communications or DOCUMENTS exchanged between YOU and BRENT WESTON or AARON MILLER.

22. Do YOU contend that any other Defendant in this action contributed to the INCIDENT? If so, DESCRIBE IN DETAIL the factual basis of YOUR contention.

23. IDENTIFY all communications or DOCUMENTS exchanged between YOU and any governmental or regulatory body that relate to the INCIDENT.

24. IDENTIFY YOUR net profits in 2011, 2012, 2013, 2014, and 2015.

25. IDENTIFY the names of all persons who assisted in responding to these interrogatories or the requests for production served simultaneously herewith.



Jenkins M. Mann

Shaun C. Blake

Colton Driver

ROGERS LEWIS JACKSON MANN & QUINN, LLC

1330 Lady St., Suite 400

Columbia, SC 29201

Tel.: (803) 256-1268

Fax: (803) 252-3653

Email: jmann@rogerslewis.com

sblake@rogerslewis.com

cdriver@rogerslewis.com

December 1, 2016
Columbia, SC

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

RICHARD A. FINAN,

CIVIL ACTION NO.:

Plaintiff,

v.

VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA; BRENT WESTON; and
AARON MILLER.

**PLAINTIFF'S FIRST SET OF
REQUESTS FOR PRODUCTION TO
VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA**

Defendants.

**TO: DEFENDANT VISTA WINGS, LLC d/b/a WILD WING CAFÉ—COLUMBIA, THE
VISTA:**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Plaintiff hereby serves upon each of the Defendants above named the following written First Set of Requests for Production to be answered separately and in writing within the time allowed under the Rules after the service of these Requests:

DEFINITIONS

A. The terms "YOU" or "YOUR" means the Defendant named herein for and on behalf of whom the answers below are provided, including its agents, representatives, or other individuals who work or act on behalf of it either directly or indirectly.

B. The term "PERSON" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

C. The term "DOCUMENT" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, digitized produced or reproduced by any means, including all "ESI". The term "document" includes, but is not limited to, all records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, text messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information

is recorded or transmitted, including, but not limited to, photographs, videotapes, digital video or audio files, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

D. The term "ELECTRONICALLY STORED INFORMATION" ("ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored or transmitted, including but not limited to YOUR social media activity on Facebook or any other outlet in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage or stored either via a remote system, back-up system, hard drive or tape of any kind.

1. The term "metadata" is used in these discovery requests to include information embedded in a "native file" that is not ordinarily viewable or printable from the application that generated, edited, or modified such "native file"; and information generated automatically by the operation of a computer or other information technology system when "native file" is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

2. The term "native file(s)" and/or "native form" means "ESI" in the electronic format of the application in which such "ESI" is normally created, viewed and/or modified.

3. "Static Image(s)" means a representation of "ESI" produced by converting a "native file" into a standard image format capable of being viewed and printed on standard computer systems. In the absence of agreement of the parties or order of Court, a "static image" should be provided in either Tagged Image File Format (TIFF, or .TIF files) or Portable Document Format (PDF). If load files were created in the process of converting "native files" to "static images", or if load files may be created without undue burden or cost, load files should be produced together with "static images".

E. The phrase "possession, custody or control" means a "document" or "ESI" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document or ESI on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document or ESI on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document or ESI.

F. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the request.

G. References to the singular include the plural, and references to the plural include the

singular.

H. The past verb tense includes the present verb tense, and the present verb tense includes the past tense.

I. The "PREMISES" means the real property located at 729 Lady Street, Columbia, SC 29201.

J. A DOCUMENT or ESI that "RELATES TO" any given subject means any document or ESI that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents or ESI concerning the preparation of other documents or ESI.

K. The "INCIDENT" means Plaintiff's June 5, 2015 injuries via assault at the PREMISES.

L. The term "COMPLAINT" refers to the Complaint clocked in by the Richland County Clerk of Court on December 1, 2016.

M. The term "WITNESS STATEMENT" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any PERSON who is identified by any person as a witness to the case or who YOU reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

INSTRUCTIONS

A. Pursuant to the South Carolina Rules of Civil Procedure and law, these Requests shall be deemed continuing so as to require supplemental responses prior to trial.

B. If any information is withheld by YOU based upon a claim that it is privileged or subject to protection as trial preparation material, identify each DOCUMENT, communication, or thing not produced or disclosed by YOU by name, date, type, and number of pages in a privilege log to be served along with these responses, including enough information about each in the privilege log to enable the PLAINTIFF to determine the nature of privilege(s) YOU claim for each DOCUMENT, communication, or thing.

C. Unless stated otherwise below, the applicable timeframe for the requested materials is for those items created, modified, transmitted, or stored from January 1, 2010 to present.

D. If a Defendant chooses to respond to these requests jointly with one more other Defendant, and the response is not intended to be made by all Defendants, specifically identify the response of each Defendant to the request.

REQUESTS FOR PRODUCTION

1. All DOCUMENTS or tangible things identified, alluded to, or listed in YOUR responses to any party's interrogatories or requests for production of documents.
2. All DOCUMENTS YOU reviewed, referenced, or relied upon in order to respond to any discovery requests.
3. All DOCUMENTS or tangible things that YOU may mark as an exhibit, introduce into evidence, or which YOU may otherwise rely on in the trial of this case or any deposition in this case.
4. All DOCUMENTS or tangible things created by, reviewed by, or relied upon by any of YOUR expert witnesses, whether or not the DOCUMENT or tangible thing will be used at trial, including all drafts of any expert report created by that expert witness in analyzing any aspect of the allegations contained in the COMPLAINT.
5. All DOCUMENTS that RELATE TO lay WITNESS STATEMENTS or other writings summarizing or containing statements made by YOU, made to YOU, or received by YOU from a source, excluding those DOCUMENTS produced to YOU by PLAINTIFF solely during the course of discovery in this action, including taped or recorded conversations with any person, written witness notes, or recorded WITNESS STATEMENTS that relate to the matters referenced in the COMPLAINT.
6. All DOCUMENTS and AGREEMENTS exchanged between YOU and any other Defendant in this action.
7. All DOCUMENTS that constitute all or a portion of any AGREEMENT between YOU and any other Defendant in this action, including a copy of any checks written to any Defendant in this action for services rendered.
8. Any DOCUMENT serving as an internal incident report for any assaults or assault-related offenses on the PREMISES for the five years leading up to the incident.
9. A current curriculum vitae for any expert witness YOU intend to provide testimony or use for trial.
10. All insurance policies RELATED TO, or which may provide coverage, to YOU or any other Defendant for the matters alleged in this action.
11. All DOCUMENTS RELATED TO the hiring, retention or supervision of each PERSON hired, retained, supervised or otherwise engaged, by YOU or any third party, to perform security or bartending work at the PREMISES.
12. All DOCUMENTS RELATING TO any background checks, reference checks or other employment screens you performed, for PERSONS hired, retained, supervised or otherwise

engaged, by YOU or any third party, to perform work at the PREMISES on the night of June 5, 2015.

13. All DOCUMENTS RELATED TO YOUR policies and procedures for the hiring, retention or supervision of PERSONS at the PREMISES.

14. Any policies or procedures specifically RELATED TO bartending or security work for YOU.

15. Any employee handbook provided to your bartenders, servers, and/or security personnel.

16. All DOCUMENTS RELATED TO any claim of personal injury on the PREMISES in the last five years.

17. All DOCUMENTS RELATED TO the relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between YOU and any of the Defendants named in this action.

18. All DOCUMENTS RELATED TO any complaint, grievance, police report, citation, fine, reprimand, or lawsuit that YOU have received or know of regarding assaults on the PREMISES in the past 10 years.

19. All DOCUMENTS which you contend demonstrate or evidence that any other Defendant in this action contributed to the INCIDENT.

20. All DOCUMENTS that constitute YOUR articles of incorporation or articles of organization and any amendments thereto.

21. All DOCUMENTS that constitute YOUR operating agreement and any amendments thereto.

22. All DOCUMENTS constituting or RELATED TO your tax returns for the years 2011, 2012, 2013, 2014, and 2015.

23. All DOCUMENTS that demonstrate or RELATE TO your assets and liabilities for the years 2011, 2012, 2013, 2014, and 2015, including any balance sheets.

24. All DOCUMENTS that demonstrate or RELATE TO your statement of cash flow for the years 2011, 2012, 2013, 2014, and 2015.

25. All DOCUMENTS that demonstrate or RELATE TO YOUR profit and loss statement for the years 2011, 2012, 2013, 2014, and 2015.

26. All DOCUMENTS constituting any K-1 issued to YOUR members for 2011, 2012, 2013, 2014, and 2015.

27. All DOCUMENTS relating to any litigation hold implemented by YOU in response to the INCIDENT.

28. All DOCUMENTS that RELATE TO any communications between YOU and your insurance company as a result of the INCIDENT.

29. All DOCUMENTS that RELATE TO any communications or exchanges between YOU and any expert witness that YOU expect to call as a witness for trial.

30. All DOCUMENTS that RELATE to the ownership or lease of any property that YOU occupy.

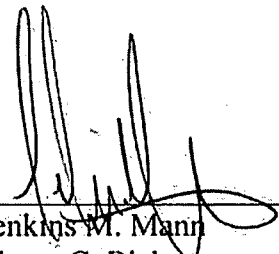
31. All DOCUMENTS that RELATE TO any lawsuits, charges, arrests, regulatory actions, licensing actions, governmental or administrative complaints, or other civil or criminal allegations or proceedings against YOU from January 1, 2005 to present.

32. All DOCUMENTS listing the directors and/or officers of any Defendant that is a limited liability company.

33. All DOCUMENTS that YOU contend depict YOUR compliance with the corporate formalities for any Defendant that is a limited liability company.

34. All DOCUMENTS that show or RELATES TO the compensation, including salaries, bonuses, incentive pay, and benefits paid to YOU or YOUR employees, officers, and directors.

35. All DOCUMENTS, receipts, or other records of purchases on the night of the INCIDENT in the name of the PLAINTIFF or of any DEFENDANT.


Jenkins M. Mann
Shaun C. Blake

ROGERS LEWIS JACKSON MANN & QUINN, LLC
1330 Lady St., Suite 400
Columbia, SC 29201
Tel.: (803) 256-1268
Fax: (803) 252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com

Attorneys for Plaintiff

December 1
~~October~~, 2016
Columbia, SC

AFFIDAVIT OF SERVICE

State of South Carolina

County of Richland

Common Pleas Court

Case Number: 2016-CP-40-07109



SLW2016000152

Plaintiff:

Richard A. Finan

vs.

Defendant:

Vista Wings, LLC, d/b/a Wild Wing Cafe - Columbia, Brent Weston, and Aaron Miller

For: Rogers Lewis Jackson Mann & Quinn, LLC

Received by Carolina Investigative Associates, LLC to be served on Vista Wings, Llc D/B/A Wild Wing Cafe - Columbia Registered Agent, CT Corporation System, 2 Office Park Court, Columbia, SC 29223. I, Greg Jones, being duly sworn, depose and say that on the 6th day of December, 2016 at 2:50 p.m., executed service by delivering a true copy of the Civil Action Coversheet; Summons; Complaint; Plaintiff's First Set of Requests For Production To Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, The Vista; Plaintiff's First Set of Interrogatories to Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, The Vista; in accordance with state statutes in the manner marked below:

☒ CORPORATE SERVICE: By serving (Name of person served) Pam Johnson (Title of person served) Assistant Secretary, who is authorized to accept service on behalf of the above referenced entity/individual.

☐ NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: _____

Age 50 Sex M ☒ Race White Height 5'4" Weight 160 Hair Brown Glasses Y ☒

AFFIDAVIT OF SERVICE For 2016-CP-40-07109

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 6
day of December, 2016 by the affiant who
is personally known to me.

Michelle R. Roakes
NOTARY PUBLIC

My Commission expires: 4-25-17

STAMP/SEAL

[Signature]
PROCESS SERVER # _____
Appointed in accordance with State Statutes.

Carolina Investigative Associates, LLC
1643 B Savannah Hwy.
#138
Charleston, SC 29407
(843) 595-4627

Our Job Serial Number: 2016000152

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

PLAINTIFF'S MOTION TO COMPEL

2016 APR -6 PM 12:07
JACQUETTE W. MCNEIL
C.C.P. & O.S.
RICHLAND COUNTY
FILED

YOU WILL PLEASE TAKE NOTICE that the undersigned attorneys for Richard A. Finan, ("Plaintiff") will move this Honorable Court for an order compelling the Defendant Vista Wings, LLC ("Wild Wing") to (1) completely answer Plaintiff's Interrogatories propounded under Rules 26 and 33, SCRPC; (2) provide all documents and responses sought under Plaintiff's Requests for Production propounded under Rules 26 and 34, SCRPC; and (3) award reasonable expenses incurred to obtain the order, including attorney's fees. A copy of the Interrogatories, Requests for Production, and Certificate of Service is attached to this motion as Exhibit A.

The authority for this motion is Rule 37(a), SCRPC, which provides, in relevant part:

(2) Motion. If a ... party fails to answer an interrogatory submitted under Rule 33, or if a party, in response to a request for inspection submitted under Rule 34, fails to respond that inspection will be permitted as requested or fails to permit inspection as requested, the discovering party may move for an order compelling an answer, or a designation, or an order compelling inspection in accordance with the request.

(4) Award of Expenses of Motion. If the motion is granted, the court shall, after opportunity for hearing, require the party or deponent whose conduct necessitated the motion or the party or attorney advising such conduct or both of them to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney's fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust.

The specific grounds for this motion is that on December 1, 2016 Plaintiff served upon the Defendant the attached First Request for Production and Interrogatories to the Defendant. As of this date, Plaintiff has not received any written responses, objections, or documents, and the responses are past due.

Pursuant to Rule 11, SCRCP, the undersigned consulted with Defendant's counsel on February 20, 2017, prior to filing this motion, but Defendant has failed to produce any written responses or objections.

Therefore, Plaintiff respectfully requests that the Court issue an order compelling Defendant Wild Wing to (1) completely answer Plaintiff's Interrogatories propounded under Rules 26 and 33, SCRCP; (2) provide all documents and responses sought under Plaintiff's Requests for Production propounded under Rules 26 and 34, SCRCP; and (3) awarding Plaintiff its reasonable expenses incurred in obtaining the order compelling responses, including attorney's fees.


Colton Driver (SC Bar # 102692)
Shaun C. Blake (SC Bar # 76349)
Jenkins M. Mann (SC Bar #74884)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1330 Lady Street, Suite 400 (29201)
P.O. Box 11803
Columbia, SC 29211
Tel: 803-978-2831
Fax: 803-252-3653
Email: cdriver@rogerslewis.com
sblake@rogerslewis.com
jmann@rogerslewis.com

February 24, 2017

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendant.

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S ANSWERS TO
PLAINTIFF'S INTERROGATORIES

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON
DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE
PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute
the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Answers to Interrogatories propounded
by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as
obtained.

1. Give the names and addresses of persons known to the parties or counsel to be
witnesses concerning the facts of the case and indicate whether or not written or recorded statements
have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

Wild Wing Café Representative
c/o Sweeny, Wingate & Barrow

Wild Wing Cafe is named as a Defendant in this case. A representative(s) will be
identified to testify as to the facts and circumstances surrounding the incident.

Brent Weston
Address Unknown

Mr. Weston is a named defendant in this case. He is expected to testify as to the facts and circumstances surrounding the accident.

Aaron Miller
Address Unknown

Mr. Miller is a named defendant in this case. He is expected to testify as to the facts and circumstances surrounding the accident.

Richard Finan
Address Unknown

Mr. Finan is the Plaintiff in this case. He is expected to testify as to the facts and circumstances surrounding the accident.

Bradley Johnson
c/o Sweeny, Wingate & Barrow, P.A.

Mr. Johnson is an employee of Defendant and was a bartender on the night of the incident that is the subject of the Complaint. Defendant is in possession of a written statement by Mr. Johnson.

Santanna Griffin

Mr. Griffin is an employee of Defendant and was a manager on the night of the incident that is the subject of the Complaint. Defendant is in possession of a written statement by Mr. Griffin.

Defendants reserve the right to call as a witness, fact or expert, any other witness named by any other party to this case, whether withdrawn or not.

2. For each person known to the parties or counsel to be witnesses concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: See Answer to Interrogatory Number 1 above.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER:

**Employee Statements (3)
Cincinnati Insurance Policy
Vista Wings Articles of Incorporation
Lease Documents and Amendments
Bar Training Manual
Wild Wing Café Employee Handbook
Wild Wing Café Orientation Book
Wild Wing Café Server Training Materials
Wild Wing Café Train the Trainer Materials
Bartender Personnel Files**

4. Set forth the names and addresses of all insurance companies which have liability insurance coverages relating to the claim and set forth the number or numbers of policies involved and the amount or amounts of liability coverage in each policy.

ANSWER:

**The Cincinnati Specialty Underwriters Insurance Company
6200 S. Gilmore Road, Fairfield OH 45014
Policy Number: CSU0067621
Liability Coverage: \$1,000,000.00 per occurrence**

5. Set forth an itemized statement of all damages claimed to have been sustained by YOU in your counterclaim, if any.

ANSWER: Defendant has not asserted a counterclaim.

6. List the names and addresses of any expert witnesses whom you propose to use as a witness at the trial of the case.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

7. If the Wild Wing Cafe is improperly identified, give the proper identification and state whether Counsel will accept service of an amended summons and pleadings reflecting the correct information.

ANSWER: Defendant is properly identified.

8. Identify all members of Vista Wings, LLC, managing or otherwise, from January 1, 2010 until the present, and state his or her percent.

ANSWER: Defendant objects to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

9. Identify each employee, servant or agent of you that entered upon the premises and acted as either a bartender, a server, or a security employee or contract laborer on the day and night of June 5, 2015 along with each person's respective role on that night.

ANSWER:

Bartenders - Sara Boyer, James Bryan, Seth Franklin, Bradley Johnson, Alexandria Wilden

Door Staff - Marsden Cox, Taylor Hedgepath, Nicholas Packett

Servers - Haley Bennett, Frankie Caldwell, Cera Falls, Lauren Hedrick, Bree Keisler, Ashley Lombardo, Katherine Reeves, Donald Williams, Taylor Wolfrey

Hosts - Danielle DuPre, Lauren Mulligan, Beghan Paulo

Kitchen - Letitia Klines, Lorenzo Mitchell, Henry Robinson, Rome Washington, Darin White

Food Runner - Antoine Jacques, Tyler Micieli

Expeditor - Chadwick Palmer

Managers on Duty - Santanna Griffin, John Harper

10. Describe in detail all policies or procedures that bartending employees are expected to abide by in the performance of their duties.

ANSWER: Wild Wing Café Bar Facts Manual and Employee Handbook.

11. Specifically state any and all training or instruction that you provide bartenders or servers pertaining to the service of alcoholic beverages.

ANSWER: Wild Wing Café Bar Facts Manual.

12. Identify all lawsuits in which Wild Wing Café was a named party in the past five years.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

13. Describe in detail any and all terminations or adverse employment actions taken against a bartender or server of Wild Wing Café in the last five years which relate in any manner to the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual, including the name of the bartender or server and the date of the termination or adverse employment action.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

14. Describe in detail any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of Wild Wing Café in the last five years and the circumstances surrounding each respective termination or adverse employment action, including

the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

15. Give the names of each person who was performing work at the premises in a bartending and/or security capacity on the night of June 5, 2015, who hired, trained or supervised those individuals, and describe in detail the results of any criminal background check or other investigation you performed to determine their qualifications to perform the work.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Subject to and without waiving any objections, Defendant has identified these individuals and will provide the personnel files of the bartenders on duty that night upon entry of a confidentiality order, a proposed copy of which is being sent along with these responses.

Bartenders - Sara Boyer, James Bryan, Seth Franklin, Bradley Johnson, Alexandria Wilden

Door Staff - Marsden Cox, Taylor Hedgepath, Nicholas Packett

16. Specifically state the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at Wild Wing Café in the last three years.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to

and without waiving any objections, the police responded to the event that is the subject of this accident.

17. Identify each insurance claim you have made in connection with any personal injury occurring on the premises in the last five years.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

18. Describe in detail the facts surrounding any relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between you and either:

- a) Any of the Defendants named in this action; and
- b) Any person identified in Interrogatory number 1.

ANSWER:

(a) Neither Brent Weston nor Aaron Miller had any type of relationship with Vista Wings dba Wild Wing Café beyond that of patrons.

(b) See Answer to Interrogatory # 1.

19. Identify each person responsible for the implementation of your policies and procedures that relate to bartending employees, security of the premises, or music events on the premises.

ANSWER: The managers on duty that night were responsible for implementing all Wild Wing Café policies and procedures. The managers were Santanna Griffin and John Harper.

20. Did the incident on June 5, 2015 result in any sort of internal incident report at Wild Wing Café?

ANSWER: Upon information and belief, no.

21. Identify all communications or documents exchanged between you and Brent Weston or Aaron Miller.

ANSWER: None.

22. Do you contend that any other Defendant in this action contributed to the incident? If so, describe in detail the factual basis of your contention.

ANSWER: Defendant objects to the extent this Interrogatory calls for mental impressions and legal conclusions of counsel. Subject to and without waiving any objections, yes. Defendants Weston and Miller were involved in the altercation with Plaintiff.

23. Identify all communications or documents exchanged between you and any government or regulatory body that relate to the incident.

ANSWER: Upon information and belief, none.

24. Identify your net profits in 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Request on the basis that it is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

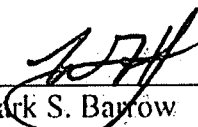
25. Identify the names of all persons who assisted in responding to these interrogatories or the requests for production served simultaneously herewith.

ANSWER: Ela Casuga.

*****Signature Page to Follow*****

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
Ryan C. Holt
William H. Yarborough, Jr.
Sweeney, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

ATTORNEYS FOR DEFENDANTS

Columbia, South Carolina

March 8, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Answers to Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211

Attorney for Plaintiff Richard A. Finan


Sandra M. Tribble

Columbia, South Carolina

March 8, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109
)
)

Plaintiff,)
)

v.)

Vista Wings, LLC dba Wild Wings
 Cafe - Columbia, Brent Weston, and
 Aaron Miller

Defendants.)
)

DEFENDANT VISTA WINGS, LLC DBA
 WILD WINGS CAFÉ'S RESPONSES TO
 PLAINTIFF'S REQUESTS FOR
 PRODUCTION

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Defendant Vista Wings, LLC d/b/a Wild Wing Café's Response to Request for Production propounded by Plaintiff.

These responses are continuing in nature and additional information will be supplied as obtained.

1. All documents or tangible things identified, alluded to, or listed in your responses to any party's interrogatories or requests for production of documents.

ANSWER: See WWC 000001 through 000301.

2. All documents you reviewed, referenced, or relied upon in order to respond to any discovery requests.

ANSWER: See Response to Request Number 1 above.

3. All documents or tangible things that you may mark as an exhibit, introduce into evidence, or which you may otherwise rely on in the trial of this case or any deposition in this case.

ANSWER: Defendant objects to this Request to the extent that it seeks legal impressions and mental conclusions of counsel. Subject to and without waiving any objections, Defendant has not yet determined what evidence it intends to introduce at the trial of this case or at any deposition.

4. All documents or tangible things created by, reviewed by, or relied upon by any of your expert witnesses, whether or not the document or tangible thing will be used at trial, including all drafts of any expert report created by that expert witness in analyzing any aspect of the allegations contained in the complaint.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

5. All documents that relate to lay witness statements or other writings summarizing or containing statements made by you, made to you, or received by you from a source, excluding those documents produced to you by plaintiff solely during the course of discovery in this action, including taped or recorded conversations with any person, written witness notes, or recorded witness statements that relate to the matters referenced in the complaint.

ANSWER: See WWC 000001 through 000003.

6. All documents and agreements exchanged between you and any other Defendant in this action.

ANSWER: None.

7. All documents that constitute all or a portion of any agreement between you and any other Defendant in this action, including a copy of any checks written to any Defendant in this action.

ANSWER: None.

8. Any document serving as an internal incident report for any assaults or assault-related offenses on the premises for the five years leading up to the incident.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Subject to and without waiving any objections, upon information and belief, the incident at issue in this case did not give rise to an incident report.

9. A current curriculum vita for any expert witness you intend to provide testimony or use for trial.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

10. All insurance policies related to, or which may provide coverage, to you or any other Defendant for the matters alleged in this action.

ANSWER: See WWC 000004 through 000120.

11. All documents related to the hiring, retention or supervision of each person hired, retained, supervised or otherwise engaged, by you or any third party, to perform security or bartending work on the premises.

ANSWER: Defendant objects on the basis that this Request is overly broad in time and scope. Subject to and without waiving any objections, Defendant will produce bartender personnel files upon entry of a confidentiality order in this case. A draft Confidentiality order is being submitted with these Responses.

12. All documents relating to any background checks, reference checks or other employment screens you performed, for persons hired, retained, supervised or otherwise engaged by you or any third party, to perform work at the premises on the night of June 5, 2015.

ANSWER: Defendant objects on the basis that this Request is overly broad in time and scope. Subject to and without waiving any objections, Defendant will produce bartender personnel files upon entry of a confidentiality order in this case. A draft Confidentiality order is being submitted with these Responses.

13. All documents related to your policies and procedures for the hiring, retention or supervision of persons at the premises.

ANSWER: Defendant objects on the basis that this Request is overly broad in time and scope. Subject to and without waiving any objections, Defendant will produce bartender personnel files upon entry of a confidentiality order in this case. A draft Confidentiality order is being submitted with these Responses.

14. Any policies or procedures specifically related to bartending or security work for you.

ANSWER: See WWC 000155 through 000216.

15. Any employee handbook provided to your bartenders, servers, and/or security personnel.

ANSWER: See WWC 000155 through 000282.

16. All documents related to any claim of personal injury on the premises in the last five years.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Defendants additionally object on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence.

17. All documents related to the relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between you and any of the Defendants named in this action.

ANSWER: Defendant is working to obtain copies of receipts for transactions, if any, the other named Defendants made on the night of the incident. Receipts are the documents reflecting any type of relationship Defendants Miller and Weston had with Defendant Wild Wing Café as they were patrons.

18. All documents related to any complaint, grievance, police report, citation, fine, reprimand, or lawsuit that you have received or know of regarding assaults on the premises in the past 10 years.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Defendants additionally object on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence.

19. All documents which you contend demonstrate or evidence that any other Defendant in this action contributed to the incident.

ANSWER: Defendant is not in possession or control of documents responsive to this Request.

20. All documents that constitute your articles of incorporation or articles of organization and any amendments thereto.

ANSWER: See WWC 000121 through 000123.

21. All documents that constitute your operating agreement and any amendments thereto.

ANSWER: Defendant will produce the operating agreement upon entry of a confidentiality order. A draft confidentiality order is being submitted with these Responses.

22. All documents constituting or related to your tax returns for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

23. All documents that demonstrate or relate to your assets and liabilities for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant USF Holland, LLC objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

24. All documents that demonstrate or relate to your statement of cash flow for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

25. All documents that demonstrate or relate to your profit and loss statement for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

26. All documents constituting any K-1 issued to your members for 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of

admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

27. All documents relating to any litigation hold implemented by you in response to the incident.

ANSWER: Defendants object on the basis that, on its face, this Request seeks information prepared in anticipation of litigation and protected pursuant to Rule 26.

28. All documents that relate to any communications between you and your insurance company as a result of the incident.

ANSWER: See Response to Request Number 27 above. Subject to and without waiving any objections, see WWC 000004 through 000010.

29. All documents that relate to any communications or exchanges between you and any expert witness that you expect to call as a witness for trial.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

30. All documents that relate to the ownership or lease of any property that you occupy.

ANSWER: See WWC 000124 through 000154.

31. All documents that relate to any lawsuits, charges, arrests, regulatory actions, licensing actions, governmental or administrative complaints, or other civil or criminal allegations or proceedings against you from January 1, 2005 to present.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Defendants additionally object on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding this objection, the Judicial Indices in the counties where Defendant is located may have information related to lawsuits and specific regulatory agencies may likewise have responsive information. The requested information is more easily obtained via these sources than through Defendant, to which the request is unduly burdensome.

32. All documents listing the directors and/or officers of any Defendant that is a limited liability company.

ANSWER: Defendant objects on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any objections, Defendant is producing Vista Wings' Articles of Incorporation. See WWC 00121 through 00123. At this time, Vista Wings is requesting additional documents from the South Carolina Secretary of State and will produce those upon receipt.

33. All documents that you contend depict your compliance with the corporate formalities for any Defendant that is a limited liability company.

ANSWER: Defendant objects on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence

34. All documents that show or relates to the compensation, including salaries, bonuses, incentive pay, and benefits paid to you or your employees, officers, and directors.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of

admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

35. All documents, receipts, or other records of purchases on the night of the incident in the name of the Plaintiff or of any Defendant.

ANSWER: Defendant is still working to gather this information and will supplement this Request when it becomes available.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
Ryan C. Holt
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

ATTORNEYS FOR DEFENDANTS

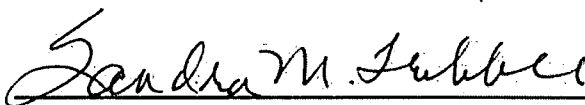
Columbia, South Carolina

March 8, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
Attorney for Plaintiff Richard A. Finan


Sandra M. Tribble

Columbia, South Carolina

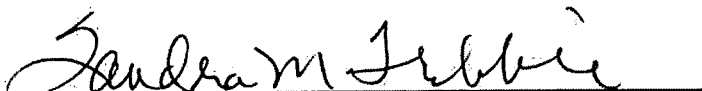
March 8, 2017

CERTIFICATE OF SERVICE

I, the undersigned secretary of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendant Wild Wing Café, do hereby certify that I have served a copy of the foregoing Supplemental Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
 Shaun C. Blake, Esquire
 Colton Driver, Esquire
 Rogers Lewis Jackson Mann & Quinn, LLC
 1330 Lady Street, Suite 400
 Post Office Box 11803
 Columbia, South Carolina 29211
Attorneys for Plaintiff

Christopher Pracht, Esquire
 Thomason & Pracht, LLP
 Post Office Box 4025
 303 E. Greenville Street
 Anderson, South Carolina
Attorney for Defendant Brent Weston


 Sandra M. Tribble

Columbia, South Carolina

March 15, 2017

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: **2016CP4007109**

Richard A Finan

Vista Wings LLC

PLAINTIFF(S)

Wild Wing Cafe Columbia

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Records of local Wild Wings only. Financial records of Corporate Wild Wings are not discoverable.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case. Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

Judge Code

2759

Date

6/6/17

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of June, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Colton Ernest Driver

Mark Steven Barrow

Ryan C. Holt

John Christopher Pracht V

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

**PLAINTIFF'S RULE TO SHOW CAUSE
AND MOTION TO COMPEL**

RICHLAND COUNTY
FILED
2017 JUL 13 AM 9:57
JANETTE W. MCBRIDE
C.C.P. & G.S.

Plaintiff Richard A. Finan ("Finan"), by and through his attorneys, and pursuant to Rule 37(a)(2), (a)(4), and (b)(2) of the South Carolina Rules of Civil Procedure, hereby moves the Court for relief against Vista Wings ("Wild Wing") for failing to comply with the Order of this court and otherwise failing to produce discovery Wild Wing previously agreed to produce.

GROUND FOR MOTION

The grounds for this motion are as follows:

1. On December 1, 2016, Mr. Finan served upon Wild Wing the attached First Request for Production and Interrogatories. (Ex. 1, Motion to Compel dated March 6, 2017).
2. Pursuant to Rule 11, SCRPC, the undersigned consulted with Wild Wing's counsel on February 20, 2017, prior to filing initial Mr. Finan's Motion to Compel, but Wild Wing failed to produce any written responses or objections until after Plaintiff filed a Motion to Compel on March 6, 2017. (Ex. 1).
3. Following the initial Motion to Compel, Wild Wing responded to certain portions of Mr. Finan's discovery requests on March 8, 2017. Wild Wing supplemented these responses on March 15, 2017. (Ex. 2, written responses of Wild Wing dated March 8, 2017 and March 15, 2017).

4. However, Wild Wing failed to produce materials or answers in response to many of the requests at any time prior to the hearing.
5. The undersigned represents to the Court that, pursuant to Rule 11, SCRCP, he engaged in negotiations with Mr. Yarborough, counsel for Wild Wing, through written correspondence and telephone calls, to resolve the discovery dispute. As a result, the parties agreed that the Defendant would provide responses to Interrogatories #16 (insofar as it resulted in any internal incident report) and #17 and Request for Production #8, #11, #18, #27, #31, and #35. Wild Wing also agreed it would have its corporate representative verify the Interrogatory responses pursuant to Rule 33(a), SCRCP, and it would produce a statement of compliance with the litigation hold letter in lieu of producing the information sought by Request for Production #27.
6. On June 6, 2017, the Court held a hearing for the Plaintiff's Motion to Compel discovery. Following the agreement between the parties outlined above, the scope of the hearing was limited to (a) Interrogatories #13, #14 and #24; and (b) Request for Production #22, #23, #24, #25, #26, and #34. Essentially, these requests sought (a) compensation and financial documents from Wild Wing, pertaining both to the location where the events prompting this litigation occurred and other locations under the same corporate umbrella as that Wild Wing location; and (b) adverse employment actions taken by Wild Wing against its employees, pertaining both to the location where the events prompting this litigation occurred and other locations under the same corporate umbrella as that Wild Wing location.
7. By Order dated June 6, 2017, the Court ordered that, while "[f]inancial records of corporate Wild Wings are not discoverable," the "[r]ecords of local Wild Wings" are discoverable. (Ex. 3, Form 4 dated June 6, 2017 and entered June 20, 2017).

8. The undersigned represents that Wild Wing has, as of the date of this motion:
- a. failed to follow the terms of the Order and produce written responses to Interrogatories #13, #14 and #24 as they relate to the Wild Wing location where the attack described in the Complaint occurred;
 - b. failed to follow the terms of the Order and produce all documents responsive to Request for Production #22, #23, #24, #25, and #26, as they relate to the Wild Wing location where the attack described in the Complaint occurred;
 - c. failed to respond to Interrogatory #16 and Request for Production #8 as required by the agreement between the parties prior to the last motion to compel hearing;
 - d. failed to provide the execution verification to the Interrogatory responses as previously agreed and required pursuant to Rule 33(a), SCRPC; and
 - e. failed to produce a statement of compliance with the litigation hold letter in lieu of producing the information sought by Request for Production #27 and as previously agreed by the parties.
9. Counsel for Mr. Finan sent a Rule 11 consultation letter to Wild Wing on June 30, 2017, regarding the need for compliance with the Court's order and the need to provide the materials per the parties' agreement; however, Wild Wing's failure to comply with the Order and the agreement between the parties regarding outstanding discovery persists.

LEGAL AUTHORITY

Rule 37 of the South Carolina Rules of Civil Procedure provides this Court with broad latitude to act as it sees fit when a party fails to obey an order to provide or permit discovery. "If a party fails to obey an order to provide or permit discovery, the trial court may impose sanctions such as striking

pleadings, dismissing the action, or rendering a default judgment.” *Griffin Grading & Clearing v. Tire Service Equip. Manufacturing Co., Inc.*, 334 S.C. 193, 511 S.E.2d 716, 718-19 (Ct. App. 1999).

In response to such a failure, the Court may issue:

(A) An order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;

(B) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;

(C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party;

(D) In lieu of any of the foregoing orders or in addition thereto, an order treating as a contempt of court the failure to obey any orders except an order to submit to a physical or mental examination;

Rule 37(b)(2), SCRCp. Additionally, Rule 37, SCRCp, provides in relevant part:

(a)(2) Motion. If a ... party fails to answer an interrogatory submitted under Rule 33, or if a party, in response to a request for inspection submitted under Rule 34, fails to respond that inspection will be permitted as requested or fails to permit inspection as requested, the discovering party may move for an order compelling an answer, or a designation, or an order compelling inspection in accordance with the request.

(a)(4) Award of Expenses of Motion. If the motion is granted, the court shall, after opportunity for hearing, require the party or deponent whose conduct necessitated the motion or the party or attorney advising such conduct or both of them to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney's fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust.

(d) Failure of Party to Attend at Own Deposition or Serve Answers to Interrogatories or Respond to Request for Inspection. If a party or an officer, director or managing agent of a party or a person designated under Rule 30(b)(6) or 31(a) to testify on behalf of a party fails (1) to appear before the officer who is to take his deposition, after being served with a proper notice, or (2) to serve answers or objections to interrogatories submitted under Rule 33, after proper

service of the interrogatories, or (3) to serve a written response to a request for inspection submitted under Rule 34, after proper service of the request, the court in which the action is pending on motion may make such orders in regard to the failure as are just, and among others it may take any action authorized under paragraphs (A), (B), and (C) of subdivision (b)(2) of this rule. In lieu of any order or in addition thereto, the court shall require the party failing to act or the attorney advising him or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.

CONCLUSION

Accordingly, the Plaintiff respectfully requests that the Court provide him all of the relief it may deem just and proper under Rule 37(a)(2), (a)(4), (b)(2), and (d) as a result of Wild Wing's failure to comply with the terms of the Order and failure to produce the discovery responses previously agreed.

Respectfully Submitted,



Jenkins M. Mann (SC Bar #74884)
Shaun C. Blake (SC Bar # 76349)
Colton Driver (SC Bar # 102692)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1901 Main Street, Suite 1200 (29201)
P.O. Box 11803
Columbia, SC 29211
Tel: 803-978-2831
Fax: 803-252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com
cdriver@rogerslewis.com

July 12, 2017

ATTORNEYS FOR PLAINTIFF



SWEENY WINGATE & BARROW P.A.

September 11, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

Jenkins M. Mann, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Counsel:

Enclosed and hereby served upon you are the following documents in the above-referenced case:

1. Defendant Wild Wing Cafe's Supplemental Answers to Plaintiff's Interrogatories
2. Defendant Wild Wing Cafe's Second Supplemental Responses to Plaintiff's Requests for Production
3. Discovery Verification.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours truly,

SWEENY, WINGATE & BARROW, P.A.

William H. Yarborough, Jr.

WHY/smt
Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S SUPPLEMENTAL
ANSWERS TO PLAINTIFF'S
INTERROGATORIES

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON
DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE
PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute
the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Supplemental Answers to Interrogatories
propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as
obtained.

13. Describe in detail any and all terminations or adverse employment actions taken
against a bartender or server of Wild Wing Café in the last five years which relate in any manner to
the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual,
including the name of the bartender or server and the date of the termination or adverse employment
action.

SUPPLEMENTAL ANSWER: None.

14. Describe in detail any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of Wild Wing Café in the last five years and the circumstances surrounding each respective termination or adverse employment action, including the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

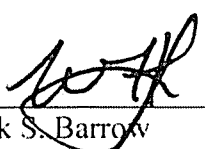
SUPPLEMENTAL ANSWER: Defendant maintains its objection that this Interrogatory is overly broad in time and scope. Subject to and without waiving any objections, no terminations or adverse actions have ever been taken against the door staff on duty the night of the incident previously identified by this Defendant.

16. Specifically state the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at Wild Wing Café in the last three years.

SUPPLEMENTAL ANSWER: Defendant only records and maintains internal incident reports. As a result, Defendant has no way of determining when or if police responded to a disturbance at the location.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeney, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233
Attorneys for Vista Wings, LLC dba Wild Wings
Cafe - Columbia

Columbia, South Carolina

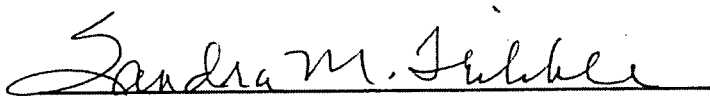
September 11, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants Wild Wings, do hereby certify that I have served a copy of the foregoing Supplemental Answers to Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
cdriver@rogerslewis.com
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 11, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT WILD WING CAFÉ'S
SECOND SUPPLEMENTAL RESPONSES
TO REQUESTS FOR PRODUCTION

**TO: JENKINS MANN, ESQUIRE AND COLTON DRIVER, ESQUIRE, ATTORNEYS
FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Defendant Vista Wings, LLC dba Wild Wing Café's First Supplemental Responses to Requests for Production.

8. Any document serving as an internal incident report for any assaults or assault-related offenses on the premises for the five years leading up to the incident.

SUPPLEMENTAL ANSWER: After extensively searching records of incident reports, none.

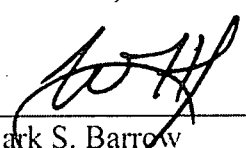
27. All documents relating to any litigation hold implemented by you in response to the incident.

SUPPLEMENTAL ANSWER: Defendants complied with the litigation hold but produced no documents related to such hold.

~Signature Page to Follow~

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANTS WILD
WING CAFÉ**

Columbia, South Carolina

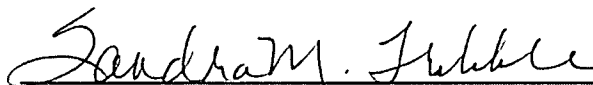
September 11, 2017

CERTIFICATE OF SERVICE

I, the undersigned secretary of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendant Wild Wing Café, do hereby certify that I have served a copy of the foregoing Supplemental Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
Attorneys for Plaintiff

Christopher Pracht, Esquire
Thomason & Pracht, LLP
Post Office Box 4025
303 E. Greenville Street
Anderson, South Carolina
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 11, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DISCOVERY VERIFICATION

PERSONALLY APPEARED BEFORE ME, Andy Johnson, Chief Financial Officer of Vista Wings, LLC, who, being duly sworn, deposes and says that he has read the following documents for Defendant Vista Wings, LLC:

- Answers to Interrogatories
- Supplemental Answers to Interrogatories
- Responses to Requests for Production
- First and Second Supplemental Responses to Request for Production
- Responses to Plaintiff's Second Requests for Production
- Supplemental Responses to Plaintiff's Second Requests for Production

The same is true of his own information, knowledge and/or belief, except as to those matters alleged on information and belief, and as to those, he believes them to be true.

~Signature Page Follows~



Andy Johnson

SWORN to before me this 7th
day of September, 2017.



Notary Public for North Carolina
My Commission Expires: June 17, 2019

Charlotte, North Carolina

July 17, 2017

S.W.B

SWEENEY WINGATE & BARROW P.A.

September 21, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

Colton Driver, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Counsel:

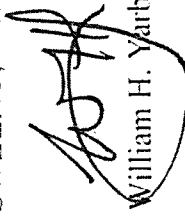
Enclosed and hereby served upon you are the following documents in the above-referenced case:

1. Defendant Wild Wing Cafe's Supplemental Answers to Plaintiff's Interrogatories
2. Defendant Wild Wing Cafe's Second Supplemental Responses to Plaintiff's Requests for Production
3. Discovery Verification

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.


William H. Yarborough, Jr.

WHY/smt

Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S SUPPLEMENTAL
ANSWERS TO PLAINTIFF'S
INTERROGATORIES

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Supplemental Answers to Interrogatories propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as obtained.

13. Describe in detail any and all terminations or adverse employment actions taken against a bartender or server of Wild Wing Café in the last five years which relate in any manner to the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual, including the name of the bartender or server and the date of the termination or adverse employment action.

SUPPLEMENTAL ANSWER: None.

14. Describe in detail any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of Wild Wing Café in the last five years and the circumstances surrounding each respective termination or adverse employment action, including the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

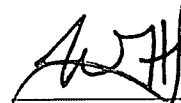
SUPPLEMENTAL ANSWER: Defendant maintains its objection that this Interrogatory is overly broad in time and scope. Subject to and without waiving any objections, no terminations or adverse actions have ever been taken against the door staff on duty the night of the incident previously identified by this Defendant.

16. Specifically state the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at Wild Wing Café in the last three years.

SUPPLEMENTAL ANSWER: Defendant only records and maintains internal incident reports. As a result, Defendant has no way of determining when or if police responded to a disturbance at the location.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233
Attorneys for Vista Wings, LLC dba Wild Wings
Cafe - Columbia

Columbia, South Carolina

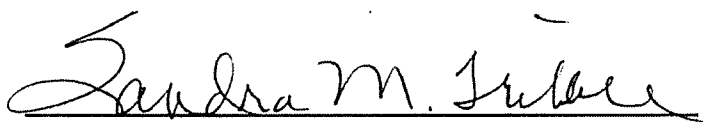
September 21, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants Wild Wings, do hereby certify that I have served a copy of the foregoing Supplemental Answers to Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Colton Driver, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
PO Box 11803 (29211)
Columbia, South Carolina 29211
cdriver@rogerslewis.com
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 21, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,)

v.)

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.)

DEFENDANT WILD WING CAFÉ'S
SECOND SUPPLEMENTAL RESPONSES
TO REQUESTS FOR PRODUCTION

**TO: JENKINS MANN, ESQUIRE AND COLTON DRIVER, ESQUIRE, ATTORNEYS
FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Defendant Vista Wings, LLC dba Wild Wing Café's First Supplemental Responses to Requests for Production.

8. Any document serving as an internal incident report for any assaults or assault-related offenses on the premises for the five years leading up to the incident.

SUPPLEMENTAL ANSWER: After extensively searching records of incident reports, none.

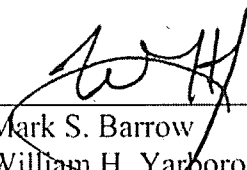
27. All documents relating to any litigation hold implemented by you in response to the incident.

SUPPLEMENTAL ANSWER: Defendants complied with the litigation hold but produced no documents related to such hold.

~Signature Page to Follow~

Respectfully submitted,

SWEENY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANTS WILD
WING CAFÉ**

Columbia, South Carolina

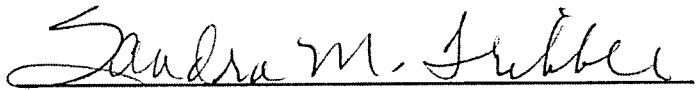
September 21, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendant Wild Wing Café, do hereby certify that I have served a copy of the foregoing Supplemental Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Colton Driver, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
PO Box 11803 (29211)
Columbia, South Carolina 29211
cdriver@rogerslewis.com
Attorney for Plaintiff Richard A. Finan

Christopher Pracht, Esquire
Thomason & Pracht, LLP
Post Office Box 4025
303 E. Greenville Street
Anderson, South Carolina
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 21, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109
))
))

Plaintiff,)
))

v.)
))

Vista Wings, LLC dba Wild Wings)
Cafe - Columbia, Brent Weston, and)
Aaron Miller)
))

DISCOVERY VERIFICATION

Defendants.)
_____)

PERSONALLY APPEARED BEFORE ME, Andy Johnson, Chief Financial Officer of Vista Wings, LLC, who, being duly sworn, deposes and says that he has read the following documents for Defendant Vista Wings, LLC:

- Answers to Interrogatories
- Supplemental Answers to Interrogatories
- Responses to Requests for Production
- First and Second Supplemental Responses to Request for Production
- Responses to Plaintiff's Second Requests for Production
- Supplemental Responses to Plaintiff's Second Requests for Production

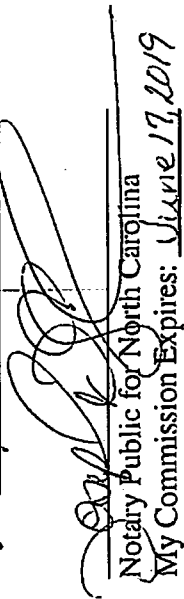
The same is true of his own information, knowledge and/or belief, except as to those matters alleged on information and belief, and as to those, he believes them to be true.

~Signature Page Follows~



Andy Johnson

SWORN to before me this 7th
day of September, 2017.



Notary Public for North Carolina
My Commission Expires: June 17, 2019

Charlotte, North Carolina

July 17, 2017

ROGERS LEWIS

ATTORNEYS AT LAW

Colton Driver
Direct Dial (803) 978-2835
cdriver@rogerslewis.com

October 6, 2017

Via US Mail

Mark S. Barrow
Sweeny Wingate & Barrow
1515 Lady Street
Columbia, SC 29201

Re: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Café—Columbia, Vista,
Brent Weston, and Aaron Miller
CA #: 2016-CP-40-07109

Dear Mark:

Please accept this letter as my attempt to communicate and resolve this matter in compliance with Rule 11, SCRPC. We served you with Plaintiff's Third Set of Requests for Production on or about August 2, 2017. We served you with Plaintiff's Fourth Set of Requests for Production and Second Interrogatories on or about August 16, 2017. As of today's date, we have not received any responses to either of those packets of discovery requests. Please get us responses to these items in the next five (5) business days so that we are able to complete discovery without filing any additional motions.

Should you have any questions, please contact our office.

With best regards, I am

Sincerely,



Colton Driver, Esq.

Cc: Ryan C. Holt
William H. Yarborough, Jr.



SWEENY WINGATE & BARROW P.A.

November 1, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Counsel:

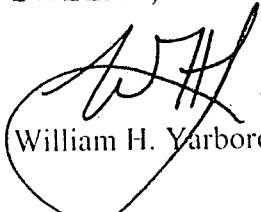
Enclosed and hereby served upon you are the following documents in the above-referenced case:

1. Defendant Wild Wing's Answers to Plaintiff's Second Interrogatories;
2. Defendant Wild Wing's Responses to Plaintiff's Third Request for Production;
3. Defendant Wild Wing's Responses to Plaintiff's Fourth Request for Production.

Should you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

SWEENY, WINGATE & BARROW, P.A.


William H. Yarborough, Jr.

WHY/smt
Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC



ELECTRONICALLY FILED - 2018 Sep 13 5:18 PM - RICHLAND - COMMON PLEAS - CASE#2016CP4007109

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendant.

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S ANSWERS TO
PLAINTIFF'S SECOND
INTERROGATORIES

**TO: JENKINS M. MANN, ESQUIRE, ATTORNEY FOR THE PLAINTIFF AND TO
THE PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Answers to Second Interrogatories propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as obtained.

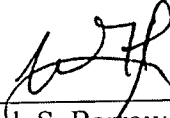
1. IDENTIFY the date YOU received Plaintiff's litigation hold letter and the date(s) upon which YOU took actions related to such litigation hold. **Please note that this Interrogatory is not asking for an protected work product information prepared in anticipation of litigation.**

ANSWER: Defendant is not aware of the specific date the letter was received but ensured that all documents related to the incident were maintained.

*****Signature Page to Follow*****

Respectfully submitted,

SWEENY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANT WILD
WING CAFE**

Columbia, South Carolina

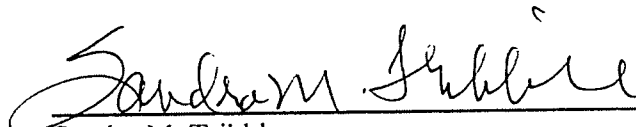
November 1, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Answers to Plaintiff's Second Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

November 1, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WINGS CAFÉ'S RESPONSES TO
PLAINTIFF'S THIRD REQUESTS FOR
PRODUCTION

TO: JENKINS M. MANN, ESQUIRE, ATTORNEY FOR THE PLAINTIFF AND TO
THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute
Defendant Vista Wings, LLC d/b/a Wild Wing Café's Response to Third Request for Production
propounded by Plaintiff.

These responses are continuing in nature and additional information will be supplied as
obtained.

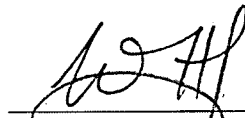
1. A copy of any DOCUMENT, whenever created, modified, transmitted, or stored,
that YOU have regarding the hiring, retention, or any contract or agreement between YOU and
the Ricky Young Band or any other musician that was playing at the PREMISES on the night of
June 5, 2015.

RESPONSE: Defendant did not have any written agreement, contract or any other

type of documentation regard the hiring/retention to the Ricky Young Band on the night of the incident.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANTS WILD
WING CAFÉ**

Columbia, South Carolina

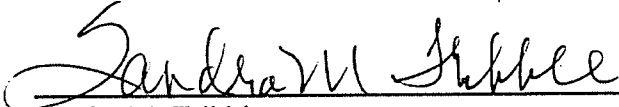
November 1, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Responses to Plaintiff's Third Requests for Production in connection with the above-referenced case by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

August 8, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WINGS CAFÉ'S RESPONSES TO
PLAINTIFF'S FOURTH REQUESTS FOR
PRODUCTION

**TO: JENKINS M. MANN, ESQUIRE, ATTORNEY FOR THE PLAINTIFF AND TO
THE PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute
Defendant Vista Wings, LLC d/b/a Wild Wing Café's Response to Fourth Request for Production
propounded by Plaintiff.

These responses are continuing in nature and additional information will be supplied as
obtained.

1. A diagram of the PREMISES with all booth and table numbers labeled.

RESPONSE: See diagram previously produced.

2. All DOCUMENTS related to alcohol sales for the outside booths along the wall
where the Plaintiff's booth was located on the night of the INCIDENT.

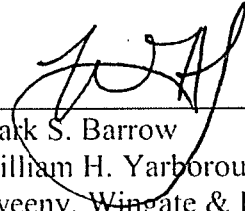
**RESPONSE: Defendants have already produced for inspection and copying receipts
for the night of the incident with this information. Defendants are producing previously
identified itemized versions of receipts for tables 5 and 6.**

3. All DOCUMENTS showing alcohol sales revenues for the PREMISES for the month of June, 2015.

RESPONSE: Defendants object to this Interrogatory as overly broad in time and scope. Alcohol sales revenues for nights leading up to the incident or after the incident are not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already produced for inspection and copying receipts for the night of the incident which include a breakdown of food and alcohol sales.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANT WILD
WING CAFÉ**

Columbia, South Carolina

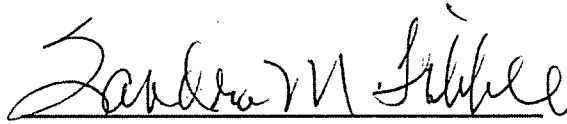
November 1, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Responses to Fourth Requests for Production in connection with the above-referenced case by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

November 1, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

SUBPOENA IN A CIVIL CASE**TO: AETIUS COMPANIES, LLC;**

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects follows):

PLACE: 1901 Main Street, Suite 1200
Columbia, SC 29201

DATE AND TIME: November 28, 2017
9:30 A.M.

DEFINITIONS OF TERMS USED IN THIS SUBPOENA

A. The term "you" refers to Aetius Companies, LLC, including its officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, assigns, and subsidiaries, to the full extent that they can access records within Aetius Companies, LLC's possession, custody, or control.

B. The phrase "Axum Capital Partners" refers to Axum Capital Partners Management, LLC, a Delaware limited liability company; Axum Capital Partners, LLC, a Delaware limited liability company; and Axum Capital Fund I, LLC, a Delaware limited liability company; and each of their officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

C. The phrase "ECM Solutions" refers to Edwards, Church & Muse, Inc., a North Carolina corporation and each of its officers, shareholders, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

D. The term "Cincinnati Specialty" refers to the The Cincinnati Specialty Underwriters Insurance Company, a stock insurance company headquartered in Cincinnati, OH.

E. The term "SW&B" refers to Sweeny, Wingate & Barrow, P.A., a South Carolina Professional Association engaged in the business of operating a law firm, and each of its officers,

professionals, owners, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you, including William G. Yarborough, Esq.; Ryan C. Holt, Esq.; Mark S. Barrow, Esq., and Sandra M. Tribble.

F. The term "Premises" refers to that Wild Wing Café location situated at 729 Lady Street, Columbia, South Carolina 29201.

G. The term "Wild Wing Staff" refers to the following persons known or believed to be working at the Premises on the night of the Incident: Bradley Johnson; Santanna Griffin; John Harper; Sara Boyer; James Bryan; Seth Franklin; Bradley Johnson; Alexandria Wilden; Marsden Cox; Taylor Hedgepath; Nicholas Packkett; Haley Bennett; Frankie Caldwell; Cera Falls; Courtney Brown; Francis "Reid" Baxley; Chelsea Lindsey; Erica Preston; Caitlin Reid; Rashel Sandoval Lauren Hedrick; Bree Keisler; Ashley Lombardo; Katherine Reeves; Donald Williams; Taylor Wolfrey; Danielle DuPre; Lauren Mulligan; Beghan Paulo; Antoine Jacques; Tyler Micieli; Chadwick Palmer; and a manager named either "Matt" or "Matthew."

H. The phrase "Vista Wings" shall mean Vista Wings, LLC, a South Carolina limited liability company, that leases the Premises for the operation of a Wild Wing thereon, as well as its parent, holding company, managers, sisters, affiliates, subsidiaries, and its/their agents, employees, contractors, representatives, or other individuals, including but not limited to the "Wild Wing Staff," who work or act on behalf of thereof, either directly or indirectly, who are known to you.

I. The term "Event" refers to the business conducted on at the Premises on June 5, 2015, which included a live musical performance by an entertainer known as Ricky Young and the music group known as the Ricky Young Band.

J. The term "Incident" refers to the service and sale of alcohol on June 5, 2015, the assault and beating of the Plaintiff, and Vista Wings and the Columbia Police Department's involvement in that beating, which occurred on the Premises on the night of June 5, 2015 and early morning hours of June 6, 2015.

K. The term "person" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a limited liability company, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

L. The term "electronically stored information" (or "ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage

or stored either via a remote system, back-up system, hard drive or tape of any kind.

M. The term "document" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, produced or reproduced by any means. The term "document" includes, but is not limited to, all ESI, records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information is recorded or transmitted, including, but not limited to, photographs, videotapes, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

N. A document that "relates to," is "related to" or is "relating to" any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.

O. The phrase "possession, custody or control" means a "document" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document.

P. The term "communication" is used in its broadest sense and includes any oral or written conversation, expression or articulation, including all documents, correspondence, electronic transmissions, advertisements and declarations of any type.

Q. The phrase "witness statement" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any person who is identified by any person as a witness to the case or who you reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

R. The term "agreement" is used in its broadest sense to include all contracts, all mutual understandings between two or more legally competent persons about their relative rights and duties regarding past or future performances, all documents that manifest a mutual assent by two or more persons to a subject, all documents that either are a part of a contract or are an exhibit to a contract, all documents when taken together create or evidence a contract between two parties, all documents that reflect or confirm an oral commitment by a party, and all documents that relate

to any sales, gifts, leases, licenses, or transfers of property or right.

S. The term "Employment Record" means all of the employment, human resource, and compensation records YOU possess relating to an employee, including but not limited to any resumes, CV's, handbooks or policies and procedures applicable to the employee during his or her employment with you, compensation records, pay stubs, time sheets or clock-in/clock-out records, state or federal tax forms, explanation of benefits, records pertaining to the provision of benefits to the employee, accommodations, promotions, write-ups, suspension records, termination records, unemployment documentation, severance records, disciplinary records, written warnings, corrective action plans, notifications of changes in compensation or benefits, bonus or incentive plans, bonus or incentive awards, written instructions to the employee, or video or audio recordings of the employee.

T. The term "personal identifying information" means that information set forth in SCRCP Rule 41.2(a).

U. The term "POS" refers to Wild Wing's point-of-sale system, or in other words, those machines, records, devices, documents, hardware, software, and/or paper records system used by to enter and retrieve Wild Wing's customer orders ("checks"), to process, print, document, track, account for, and audit Wild Wing's sales, receipts, authorizations, and payments; and used to generate Wild Wing's shift "checkout" reports.

V. The term ("AIM") system refers to Wild Wing's alcohol inventory management system" means those machines, records, devices, documents, hardware, software, and/or paper records system used to enter, track, audit, or account for, Wild Wing's beer, wine, and liquor inventory, amounts, sales, bottles, pars, pour costs, product variance, etc.

W. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the interrogatory; references to the singular include the plural, and references to the plural include the singular; and the past verb tense includes the present verb tense, and the present verb tense includes the past tense.

X. The phrase "this Litigation" refers to the lawsuit identified in the caption of this subpoena pending in Richland County, South Carolina between Richard A. Finan and Vista Wings.

DOCUMENTS SOUGHT IN THIS SUBPOENA

Please produce a true and accurate copy of the following documents to the extent that they are in your possession, custody, or control. The documents may be provided in whatever of the following forms is most cost-effective and least burdensome on you: (1) printed paper; (2) electronically as a pdf image; (3) electronically as a .tif image; or (4) or in native electronic format, but only so long as no pay-for-license software is required to review it in native format other than Microsoft or Adobe products:

1. Those that relate to any ownership or control you had over either Vista Wings or the Premises on June 5, 2015, including but not limited to any agreements between you and either Axum Capital Partners or Vista Wings.

2. Those that relate to any indemnification agreement or obligation that exists between you and either Axum Capital Partners or Vista Wings relating to personal injuries at the premises on June 5, 2015.
3. Those that were created, modified, or were in force on June 5, 2015, that (1) relate to the terms of any franchise agreement or relationship for the Wild Wing Café operating at the Premises; or (2) establishes any rules or requirements for the franchisee at the Premises that relate to:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises; and
 - n. either insurance or indemnification for claims regarding personal injury at the Premises.
4. Those that constitute either the policies, procedures, rules, requirements, or customs that relate to any of the following conduct at the Premises from January 1, 2015 to present:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises;
5. Any other documents comprising any agreement between you and any person, which was in force at any time between June 5, 2015, and present, and which relates to either the

operation of the Premises, the operation or maintenance of Vista Wing's POS system, the operation or maintenance of Vista Wing's POS system AIM system, or to this Litigation.

6. Those that relate to or depict the marketing materials (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) for the Event.
7. Those that relate to or depict marketing materials, (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) presented, posted, or otherwise advertised in Columbia, South Carolina between May 5, 2015 and June 5, 2015, that relate to Wild Wing Café.
8. Those that relate to or depict the contents the content of Wild Wing Café's webpages or websites as they appeared of June 5, 2015.
9. Those that
10. Those that relate to the provision of security, staff, employees, products, or other resources for the Event.
11. Those that relate to the sale, service, or consumption of alcoholic beverages at the Premises, including any documents from Vista Wing's AIM or POS systems, or other means of accounting, auditing, or tracking such data, that relate to the time periods including May 1, 2015, through June 30, 2015.
12. Those that comprising or reflecting communications between you and any of the following persons, which (1) were made or modified between January 1, 2015, and the present, and (2) relates to either the Event, the Incident, or this Litigation:
 - a. The Wild Wing Staff, who are believed to have been working on the night of the Incident;
 - b. Brent Weston, believed to be at the premises on the night of the Incident;
 - c. J. Christopher Pracht, Esq., who represents Brent Weston in this Litigation;
 - d. Aaron Miller, believed to be at the premises on the night of the Incident;
 - e. Jeff Miller, believed to be at the premises on the night of the Incident;
 - f. Colby Wielkie, believed to be at the premises on the night of the Incident;
 - g. Ricky Young, a performer who participated in the Event;
 - h. NahPro Entertainment, a talent agency believed to be affiliated with Ricky Young;
 - i. Richard A. Finan, the Plaintiff in this action
 - j. Amber Finan, who as at the premises on the night of the Incident;
 - k. Chris Seiple, who was at the premises on the night of the Incident;
 - l. Stephanie Seiple, who was at the premises on the night of the Incident;
 - m. Joni Williamson, who was at the premises on the night of the Incident;
 - n. Axum Capital Partners, who claims that Wild Wing Café is a part of its portfolio;
 - o. Brian Neal, who has held himself out as the "General Manager" of Vista Wings;
 - p. Denis Ackah-Yensu, who has held himself out as a "manager" of Vista Wings to the South Carolina Secretary of State;

- q. ECM Solutions, which has made acted as an agent of Vista Wings in connection with the Incident
 - r. Tammy Burgess, who as acted on behalf of ECM Solutions in connection with the Incident and uses the email burgess@ecmins.com
 - s. Cincinnati Specialty, who Vista Wings represents issued a policy of insurance that may provide it coverage for the Litigation;
 - t. Ela Casuga, who has participated in providing information in this Litigation on behalf of Vista Wings;
 - u. Andy Johnson, who holds himself out as the Chief Financial Officer of Vista Wings;
 - v. Mitch West, who is believed to be an employee of Aetius Companies, LLC, and who uses the email address mwest@wildwingcafe.com;
 - w. SW&B, who represents Vista Wings in this Litigation; and
 - x. Any other person known to you to be, or believed by you to be, involved in the Incident.
13. Those created during the course of any investigation or inquiry by you or Vista Wings into the Incident or this Litigation, including but not limited to those containing, reflecting, or comprising any witness statement relating to the Incident.
14. Those relating to the payment for any part of the Event, including but not limited to (1) marketing for the Event; (2) payments for any person to provide security services or to assist in ensuring the personal safety of the patrons during the event; or (3) for Ricky Young to perform at the Event.
15. Any Employment Record you have for the Wild Wing Staff. To the extent that you have any objection to providing this information due to the fact that it contains personal identifying information, you may redact the same prior to production.
16. Those that relate to or comprise any videos, pictures, or other recordings of any kind of the Premises on June 5, 2015 or the early morning of June 6, 2015.
17. Produce any videos, pictures, or other recordings of Richard A. Finan or any persons on the Premises, including but not limited to:
- a. The Wild Wing Staff;
 - b. Brent Weston;
 - c. Aaron Miller;
 - d. Jeff Miller;
 - e. Colby Wielkie;
 - f. Ricky Young;
 - g. Amber Finan;
 - h. Chris Seiple;
 - i. Stephanie Seiple, who was at the premises on the night of the Incident;
 - j. Joni Williamson;
 - k. Any person known to you to be, or believed by you to be, involved in the Incident.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1),
AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL
PARTIES.



Shaun C. Blake, Esq. (S.C. Bar # 76349)
Jenkins M. Mann, Esq. (S.C. Bar # 74894)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201
Tel: (803) 256-1268
Fax: (803) 252-3653
Email: sblake@rogerslewis.com
jmann@rogerslewis.com

ATTORNEYS FOR PLAINTIFF

November 14, 2017
Columbia, SC

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON	MANNER OF SERVICE	
SERVED BY	TITLE	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

SUBPOENA IN A CIVIL CASE**TO: AETIUS FRANCHISING, LLC:**

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects follows):

PLACE: 1901 Main Street, Suite 1200
Columbia, SC 29201

DATE AND TIME: November 28, 2017
9:30 A.M.

DEFINITIONS OF TERMS USED IN THIS SUBPOENA

A. The term "you" refers to Aetius Franchising, LLC, including its officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, assigns, and subsidiaries, to the full extent that they can access records within Aetius Franchising, LLC's possession, custody, or control.

B. The phrase "Axum Capital Partners" refers to Axum Capital Partners Management, LLC, a Delaware limited liability company; Axum Capital Partners, LLC, a Delaware limited liability company; and Axum Capital Fund I, LLC, a Delaware limited liability company; and each of their officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

C. The phrase "ECM Solutions" refers to Edwards, Church & Muse, Inc., a North Carolina corporation and each of its officers, shareholders, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

D. The term "Cincinnati Specialty" refers to the The Cincinnati Specialty Underwriters Insurance Company, a stock insurance company headquartered in Cincinnati, OH.

E. The term "SW&B" refers to Sweeny, Wingate & Barrow, P.A., a South Carolina Professional Association engaged in the business of operating a law firm, and each of its officers,

professionals, owners, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you, including William G. Yarborough, Esq.; Ryan C. Holt, Esq.; Mark S. Barrow, Esq., and Sandra M. Tribble.

F. The term "Premises" refers to that Wild Wing Café location situated at 729 Lady Street, Columbia, South Carolina 29201.

G. The term "Wild Wing Staff" refers to the following persons known or believed to be working at the Premises on the night of the Incident: Bradley Johnson; Santanna Griffin; John Harper; Sara Boyer; James Bryan; Seth Franklin; Bradley Johnson; Alexandria Wilden; Marsden Cox; Taylor Hedgepath; Nicholas Packkett; Haley Bennett; Frankie Caldwell; Cera Falls; Courtney Brown; Francis "Reid" Baxley; Chelsea Lindsey; Erica Preston; Caitlin Reid; Rashel Sandoval Lauren Hedrick; Bree Keisler; Ashley Lombardo; Katherine Reeves; Donald Williams; Taylor Wolfrey; Danielle DuPre; Lauren Mulligan; Beghan Paulo; Antoine Jacques; Tyler Micieli; Chadwick Palmer; and a manager named either "Matt" or "Matthew."

H. The phrase "Vista Wings" shall mean Vista Wings, LLC, a South Carolina limited liability company, that leases the Premises for the operation of a Wild Wing thereon, as well as its parent, holding company, managers, sisters, affiliates, subsidiaries, and its/their agents, employees, contractors, representatives, or other individuals, including but not limited to the "Wild Wing Staff," who work or act on behalf of thereof, either directly or indirectly, who are known to you.

I. The term "Event" refers to the business conducted on at the Premises on June 5, 2015, which included a live musical performance by an entertainer known as Ricky Young and the music group known as the Ricky Young Band.

J. The term "Incident" refers to the service and sale of alcohol on June 5, 2015, the assault and beating of the Plaintiff, and Vista Wings and the Columbia Police Department's involvement in that beating, which occurred on the Premises on the night of June 5, 2015 and early morning hours of June 6, 2015.

K. The term "person" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a limited liability company, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

L. The term "electronically stored information" (or "ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage

or stored either via a remote system, back-up system, hard drive or tape of any kind.

M. The term "document" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, produced or reproduced by any means. The term "document" includes, but is not limited to, all ESI, records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information is recorded or transmitted, including, but not limited to, photographs, videotapes, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

N. A document that "relates to," is "related to" or is "relating to" any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.

O. The phrase "possession, custody or control" means a "document" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document.

P. The term "communication" is used in its broadest sense and includes any oral or written conversation, expression or articulation, including all documents, correspondence, electronic transmissions, advertisements and declarations of any type.

Q. The phrase "witness statement" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any person who is identified by any person as a witness to the case or who you reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

R. The term "agreement" is used in its broadest sense to include all contracts, all mutual understandings between two or more legally competent persons about their relative rights and duties regarding past or future performances, all documents that manifest a mutual assent by two or more persons to a subject, all documents that either are a part of a contract or are an exhibit to a contract, all documents when taken together create or evidence a contract between two parties, all documents that reflect or confirm an oral commitment by a party, and all documents that relate

to any sales, gifts, leases, licenses, or transfers of property or right.

S. The term "Employment Record" means all of the employment, human resource, and compensation records YOU possess relating to an employee, including but not limited to any resumes, CV's, handbooks or policies and procedures applicable to the employee during his or her employment with you, compensation records, pay stubs, time sheets or clock-in/clock-out records, state or federal tax forms, explanation of benefits, records pertaining to the provision of benefits to the employee, accommodations, promotions, write-ups, suspension records, termination records, unemployment documentation, severance records, disciplinary records, written warnings, corrective action plans, notifications of changes in compensation or benefits, bonus or incentive plans, bonus or incentive awards, written instructions to the employee, or video or audio recordings of the employee.

T. The term "personal identifying information" means that information set forth in SCRCF Rule 41.2(a).

U. The term "POS" refers to Wild Wing's point-of-sale system, or in other words, those machines, records, devices, documents, hardware, software, and/or paper records system used by to enter and retrieve Wild Wing's customer orders ("checks"), to process, print, document, track, account for, and audit Wild Wing's sales, receipts, authorizations, and payments; and used to generate Wild Wing's shift "checkout" reports.

V. The term ("AIM") system refers to Wild Wing's alcohol inventory management system" means those machines, records, devices, documents, hardware, software, and/or paper records system used to enter, track, audit, or account for, Wild Wing's beer, wine, and liquor inventory, amounts, sales, bottles, pars, pour costs, product variance, etc.

W. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the interrogatory; references to the singular include the plural, and references to the plural include the singular; and the past verb tense includes the present verb tense, and the present verb tense includes the past tense.

X. The phrase "this Litigation" refers to the lawsuit identified in the caption of this subpoena pending in Richland County, South Carolina between Richard A. Finan and Vista Wings.

DOCUMENTS SOUGHT IN THIS SUBPOENA

Please produce a true and accurate copy of the following documents to the extent that they are in your possession, custody, or control. The documents may be provided in whatever of the following forms is most cost-effective and least burdensome on you: (1) printed paper; (2) electronically as a .pdf image; (3) electronically as a .tif image; or (4) or in native electronic format, but only so long as no pay-for-license software is required to review it in native format other than Microsoft or Adobe products:

1. Those that relate to any ownership or control you had over either Vista Wings or the Premises on June 5, 2015, including but not limited to any agreements between you and either Axum Capital Partners or Vista Wings.

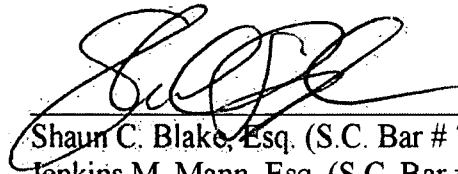
2. Those that relate to any indemnification agreement or obligation that exists between you and either Axum Capital Partners or Vista Wings relating to personal injuries at the premises on June 5, 2015.
3. Those that were created, modified, or were in force on June 5, 2015, that (1) relate to the terms of any franchise agreement or relationship for the Wild Wing Café operating at the Premises; or (2) establishes any rules or requirements for the franchisee at the Premises that relate to:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises; and
 - n. either insurance or indemnification for claims regarding personal injury at the Premises.
4. Those that constitute either the policies, procedures, rules, requirements, or customs that relate to any of the following conduct at the Premises from January 1, 2015 to present:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises;
5. Any other documents comprising any agreement between you and any person, which was in force at any time between June 5, 2015, and present, and which relates to either the

operation of the Premises, the operation or maintenance of Vista Wing's POS system, the operation or maintenance of Vista Wing's POS system AIM system, or to this Litigation.

6. Those that relate to or depict the marketing materials (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) for the Event.
7. Those that relate to or depict marketing materials, (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) presented, posted, or otherwise advertised in Columbia, South Carolina between May 5, 2015 and June 5, 2015, that relate to Wild Wing Café.
8. Those that relate to or depict the contents the content of Wild Wing Café's webpages or websites as they appeared of June 5, 2015.
9. Those that
10. Those that relate to the provision of security, staff, employees, products, or other resources for the Event.
11. Those that relate to the sale, service, or consumption of alcoholic beverages at the Premises, including any documents from Vista Wing's AIM or POS systems, or other means of accounting, auditing, or tracking such data, that relate to the time periods including May 1, 2015, through June 30, 2015.
12. Those that comprising or reflecting communications between you and any of the following persons, which (1) were made or modified between January 1, 2015, and the present, and (2) relates to either the Event, the Incident, or this Litigation:
 - a. The Wild Wing Staff, who are believed to have been working on the night of the Incident;
 - b. Brent Weston, believed to be at the premises on the night of the Incident;
 - c. J. Christopher Pracht, Esq., who represents Brent Weston in this Litigation;
 - d. Aaron Miller, believed to be at the premises on the night of the Incident;
 - e. Jeff Miller, believed to be at the premises on the night of the Incident;
 - f. Colby Wielkie, believed to be at the premises on the night of the Incident;
 - g. Ricky Young, a performer who participated in the Event;
 - h. NahPro Entertainment, a talent agency believed to be affiliated with Ricky Young;
 - i. Richard A. Finan, the Plaintiff in this action
 - j. Amber Finan, who as at the premises on the night of the Incident;
 - k. Chris Seiple, who was at the premises on the night of the Incident;
 - l. Stephanie Seiple, who was at the premises on the night of the Incident;
 - m. Joni Williamson, who was at the premises on the night of the Incident;
 - n. Axum Capital Partners, who claims that Wild Wing Café is a part of its portfolio;
 - o. Brian Neal, who has held himself out as the "General Manager" of Vista Wings;
 - p. Denis Ackah-Yensu, who has held himself out as a "manager" of Vista Wings to the South Carolina Secretary of State;

- q. ECM Solutions, which has made acted as an agent of Vista Wings in connection with the Incident
 - r. Tammy Burgess, who as acted on behalf of ECM Solutions in connection with the Incident and uses the email burgess@ecmins.com
 - s. Cincinnati Specialty, who Vista Wings represents issued a policy of insurance that may provide it coverage for the Litigation;
 - t. Ela Casuga, who has participated in providing information in this Litigation on behalf of Vista Wings;
 - u. Andy Johnson, who holds himself out as the Chief Financial Officer of Vista Wings;
 - v. Mitch West, who is believed to be an employee of Aetius Companies, LLC, and who uses the email address mwest@wildwingcafe.com;
 - w. SW&B, who represents Vista Wings in this Litigation; and
 - x. Any other person known to you to be, or believed by you to be, involved in the Incident.
13. Those created during the course of any investigation or inquiry by you or Vista Wings into the Incident or this Litigation, including but not limited to those containing, reflecting, or comprising any witness statement relating to the Incident.
 14. Those relating to the payment for any part of the Event, including but not limited to (1) marketing for the Event; (2) payments for any person to provide security services or to assist in ensuring the personal safety of the patrons during the event; or (3) for Ricky Young to perform at the Event.
 15. Any Employment Record you have for the Wild Wing Staff. To the extent that you have any objection to providing this information due to the fact that it contains personal identifying information, you may redact the same prior to production.
 16. Those that relate to or comprise any videos, pictures, or other recordings of any kind of the Premises on June 5, 2015 or the early morning of June 6, 2015.
 17. Produce any videos, pictures, or other recordings of Richard A. Finan or any persons on the Premises, including but not limited to:
 - a. The Wild Wing Staff;
 - b. Brent Weston;
 - c. Aaron Miller;
 - d. Jeff Miller;
 - e. Colby Wielkie;
 - f. Ricky Young;
 - g. Amber Finan;
 - h. Chris Seiple;
 - i. Stephanie Seiple, who was at the premises on the night of the Incident;
 - j. Joni Williamson;
 - k. Any person known to you to be, or believed by you to be, involved in the Incident.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.



Shaun C. Blake, Esq. (S.C. Bar # 76349)

Jenkins M. Mann, Esq. (S.C. Bar # 74894)

ROGERS LEWIS JACKSON MANN & QUINN, LLC

1901 Main Street, Suite 1200

Columbia, SC 29201

Tel: (803) 256-1268

Fax: (803) 252-3653

Email: sblake@rogerslewis.com

jmann@rogerslewis.com

ATTORNEYS FOR PLAINTIFF

November 14, 2017
Columbia, SC

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON	MANNER OF SERVICE	
SERVED BY	TITLE	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
 Executed on _____

 SIGNATURE OF SERVER

 ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CASE No.: 2016-CP-40-07109

Richard A. Finan,

Plaintiff,

SUBPOENA IN A CIVIL CASE

v:

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

TO: AETIUS RESTAURANT GROUP, LLC:

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects follows):

PLACE: 1901 Main Street, Suite 1200
Columbia, SC 29201

DATE AND TIME: November 28, 2017
9:30 A.M.

DEFINITIONS OF TERMS USED IN THIS SUBPOENA

A. The term "you" refers to Aetius Restaurant Group, LLC, including its officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, assigns, and subsidiaries, to the full extent that they can access records within Aetius Restaurant Group, LLC's possession, custody, or control.

B. The phrase "Axum Capital Partners" refers to Axum Capital Partners Management, LLC, a Delaware limited liability company; Axum Capital Partners, LLC, a Delaware limited liability company; and Axum Capital Fund I, LLC, a Delaware limited liability company; and each of their officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

C. The phrase "ECM Solutions" refers to Edwards, Church & Muse, Inc., a North Carolina corporation and each of its officers, shareholders, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

D. The term "Cincinnati Specialty" refers to the The Cincinnati Specialty Underwriters Insurance Company, a stock insurance company headquartered in Cincinnati, OH.

E. The term "SW&B" refers to Sweeny, Wingate & Barrow, P.A., a South Carolina Professional Association engaged in the business of operating a law firm, and each of its officers,

professionals, owners, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you, including William G. Yarborough, Esq.; Ryan C. Holt, Esq.; Mark S. Barrow, Esq., and Sandra M. Tribble.

F. The term "Premises" refers to that Wild Wing Café location situated at 729 Lady Street, Columbia, South Carolina 29201.

G. The term "Wild Wing Staff" refers to the following persons known or believed to be working at the Premises on the night of the Incident: Bradley Johnson; Santanna Griffin; John Harper; Sara Boyer; James Bryan; Seth Franklin; Bradley Johnson; Alexandria Wilden; Marsden Cox; Taylor Hedgepath; Nicholas Packkett; Haley Bennett; Frankie Caldwell; Cera Falls; Courtney Brown; Francis "Reid" Baxley; Chelsea Lindsey; Erica Preston; Caitlin Reid; Rashel Sandoval Lauren Hedrick; Bree Keisler; Ashley Lombardo; Katherine Reeves; Donald Williams; Taylor Wolfrey; Danielle DuPre; Lauren Mulligan; Beghan Paulo; Antoine Jacques; Tyler Micieli; Chadwick Palmer; and a manager named either "Matt" or "Matthew."

H. The phrase "Vista Wings" shall mean Vista Wings, LLC, a South Carolina limited liability company, that leases the Premises for the operation of a Wild Wing thereon, as well as its parent, holding company, managers, sisters, affiliates, subsidiaries, and its/their agents, employees, contractors, representatives, or other individuals, including but not limited to the "Wild Wing Staff," who work or act on behalf of thereof, either directly or indirectly, who are known to you.

I. The term "Event" refers to the business conducted on at the Premises on June 5, 2015, which included a live musical performance by an entertainer known as Ricky Young and the music group known as the Ricky Young Band.

J. The term "Incident" refers to the service and sale of alcohol on June 5, 2015, the assault and beating of the Plaintiff, and Vista Wings and the Columbia Police Department's involvement in that beating, which occurred on the Premises on the night of June 5, 2015 and early morning hours of June 6, 2015.

K. The term "person" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a limited liability company, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

L. The term "electronically stored information" (or "ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage

or stored either via a remote system, back-up system, hard drive or tape of any kind.

M. The term "document" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, produced or reproduced by any means. The term "document" includes, but is not limited to, all ESI, records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information is recorded or transmitted, including, but not limited to, photographs, videotapes, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

N. A document that "relates to," is "related to" or is "relating to" any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.

O. The phrase "possession, custody or control" means a "document" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document.

P. The term "communication" is used in its broadest sense and includes any oral or written conversation, expression or articulation, including all documents, correspondence, electronic transmissions, advertisements and declarations of any type.

Q. The phrase "witness statement" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any person who is identified by any person as a witness to the case or who you reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

R. The term "agreement" is used in its broadest sense to include all contracts, all mutual understandings between two or more legally competent persons about their relative rights and duties regarding past or future performances, all documents that manifest a mutual assent by two or more persons to a subject, all documents that either are a part of a contract or are an exhibit to a contract, all documents when taken together create or evidence a contract between two parties, all documents that reflect or confirm an oral commitment by a party, and all documents that relate

to any sales, gifts, leases, licenses, or transfers of property or right.

S. The term "Employment Record" means all of the employment, human resource, and compensation records YOU possess relating to an employee, including but not limited to any resumes, CV's, handbooks or policies and procedures applicable to the employee during his or her employment with you, compensation records, pay stubs, time sheets or clock-in/clock-out records, state or federal tax forms, explanation of benefits, records pertaining to the provision of benefits to the employee, accommodations, promotions, write-ups, suspension records, termination records, unemployment documentation, severance records, disciplinary records, written warnings, corrective action plans, notifications of changes in compensation or benefits, bonus or incentive plans, bonus or incentive awards, written instructions to the employee, or video or audio recordings of the employee.

T. The term "personal identifying information" means that information set forth in SCRCF Rule 41.2(a).

U. The term "POS" refers to Wild Wing's point-of-sale system, or in other words, those machines, records, devices, documents, hardware, software, and/or paper records system used by to enter and retrieve Wild Wing's customer orders ("checks"), to process, print, document, track, account for, and audit Wild Wing's sales, receipts, authorizations, and payments; and used to generate Wild Wing's shift "checkout" reports.

V. The term ("AIM") system refers to Wild Wing's alcohol inventory management system" means those machines, records, devices, documents, hardware, software, and/or paper records system used to enter, track, audit, or account for, Wild Wing's beer, wine, and liquor inventory, amounts, sales, bottles, pars, pour costs, product variance, etc.

W. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the interrogatory; references to the singular include the plural, and references to the plural include the singular; and the past verb tense includes the present verb tense, and the present verb tense includes the past tense.

X. The phrase "this Litigation" refers to the lawsuit identified in the caption of this subpoena pending in Richland County, South Carolina between Richard A. Finan and Vista Wings.

DOCUMENTS SOUGHT IN THIS SUBPOENA

Please produce a true and accurate copy of the following documents to the extent that they are in your possession, custody, or control. The documents may be provided in whatever of the following forms is most cost-effective and least burdensome on you: (1) printed paper; (2) electronically as a pdf image; (3) electronically as a .tif image; or (4) or in native electronic format, but only so long as no pay-for-license software is required to review it in native format other than Microsoft or Adobe products:

1. Those that relate to any ownership or control you had over either Vista Wings or the Premises on June 5, 2015, including but not limited to any agreements between you and either Axum Capital Partners or Vista Wings.

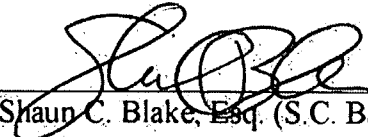
2. Those that relate to any indemnification agreement or obligation that exists between you and either Axum Capital Partners or Vista Wings relating to personal injuries at the premises on June 5, 2015.
3. Those that were created, modified, or were in force on June 5, 2015, that (1) relate to the terms of any franchise agreement or relationship for the Wild Wing Café operating at the Premises; or (2) establishes any rules or requirements for the franchisee at the Premises that relate to:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises; and
 - n. either insurance or indemnification for claims regarding personal injury at the Premises.
4. Those that constitute either the policies, procedures, rules, requirements, or customs that relate to any of the following conduct at the Premises from January 1, 2015 to present:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises;
5. Any other documents comprising any agreement between you and any person, which was in force at any time between June 5, 2015, and present, and which relates to either the

operation of the Premises, the operation or maintenance of Vista Wing's POS system, the operation or maintenance of Vista Wing's POS system AIM system, or to this Litigation.

6. Those that relate to or depict the marketing materials (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) for the Event.
7. Those that relate to or depict marketing materials, (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) presented, posted, or otherwise advertised in Columbia, South Carolina between May 5, 2015 and June 5, 2015, that relate to Wild Wing Café.
8. Those that relate to or depict the contents the content of Wild Wing Café's webpages or websites as they appeared of June 5, 2015.
9. Those that
10. Those that relate to the provision of security, staff, employees, products, or other resources for the Event.
11. Those that relate to the sale, service, or consumption of alcoholic beverages at the Premises, including any documents from Vista Wing's AIM or POS systems, or other means of accounting, auditing, or tracking such data, that relate to the time periods including May 1, 2015, through June 30, 2015.
12. Those that comprising or reflecting communications between you and any of the following persons, which (1) were made or modified between January 1, 2015, and the present, and (2) relates to either the Event, the Incident, or this Litigation:
 - a. The Wild Wing Staff, who are believed to have been working on the night of the Incident;
 - b. Brent Weston, believed to be at the premises on the night of the Incident;
 - c. J. Christopher Pracht, Esq., who represents Brent Weston in this Litigation;
 - d. Aaron Miller, believed to be at the premises on the night of the Incident;
 - e. Jeff Miller, believed to be at the premises on the night of the Incident;
 - f. Colby Wielkie, believed to be at the premises on the night of the Incident;
 - g. Ricky Young, a performer who participated in the Event;
 - h. NahPro Entertainment, a talent agency believed to be affiliated with Ricky Young;
 - i. Richard A. Finan, the Plaintiff in this action
 - j. Amber Finan, who as at the premises on the night of the Incident;
 - k. Chris Seiple, who was at the premises on the night of the Incident;
 - l. Stephanie Seiple, who was at the premises on the night of the Incident;
 - m. Joni Williamson, who was at the premises on the night of the Incident;
 - n. Axum Capital Partners, who claims that Wild Wing Café is a part of its portfolio;
 - o. Brian Neal, who has held himself out as the "General Manager" of Vista Wings;
 - p. Denis Ackah-Yensu, who has held himself out as a "manager" of Vista Wings to the South Carolina Secretary of State;

- q. ECM Solutions, which has made acted as an agent of Vista Wings in connection with the Incident
 - r. Tammy Burgess, who as acted on behalf of ECM Solutions in connection with the Incident and uses the email burgess@ecmins.com
 - s. Cincinnati Specialty, who Vista Wings represents issued a policy of insurance that may provide it coverage for the Litigation;
 - t. Ela Casuga, who has participated in providing information in this Litigation on behalf of Vista Wings;
 - u. Andy Johnson, who holds himself out as the Chief Financial Officer of Vista Wings;
 - v. Mitch West, who is believed to be an employee of Aetius Companies, LLC, and who uses the email address mwest@wildwingcafe.com;
 - w. SW&B, who represents Vista Wings in this Litigation; and
 - x. Any other person known to you to be, or believed by you to be, involved in the Incident.
13. Those created during the course of any investigation or inquiry by you or Vista Wings into the Incident or this Litigation, including but not limited to those containing, reflecting, or comprising any witness statement relating to the Incident.
 14. Those relating to the payment for any part of the Event, including but not limited to (1) marketing for the Event; (2) payments for any person to provide security services or to assist in ensuring the personal safety of the patrons during the event; or (3) for Ricky Young to perform at the Event.
 15. Any Employment Record you have for the Wild Wing Staff. To the extent that you have any objection to providing this information due to the fact that it contains personal identifying information, you may redact the same prior to production.
 16. Those that relate to or comprise any videos, pictures, or other recordings of any kind of the Premises on June 5, 2015 or the early morning of June 6, 2015.
 17. Produce any videos, pictures, or other recordings of Richard A. Finan or any persons on the Premises, including but not limited to:
 - a. The Wild Wing Staff;
 - b. Brent Weston;
 - c. Aaron Miller;
 - d. Jeff Miller;
 - e. Colby Wielkie;
 - f. Ricky Young;
 - g. Amber Finan;
 - h. Chris Seiple;
 - i. Stephanie Seiple, who was at the premises on the night of the Incident;
 - j. Joni Williamson;
 - k. Any person known to you to be, or believed by you to be, involved in the Incident.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.


Shaun C. Blake, Esq. (S.C. Bar # 76349)
Jenkins M. Mann, Esq. (S.C. Bar # 74894)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201
Tel: (803) 256-1268
Fax: (803) 252-3653
Email: sblake@rogerslewis.com
jmann@rogerslewis.com

ATTORNEYS FOR PLAINTIFF

November 14, 2017
Columbia, SC

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
 Executed on _____

 SIGNATURE OF SERVER

 ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CASE No.: 2016-CP-40-07109

Richard A. Finan,

Plaintiff,

SUBPOENA IN A CIVIL CASE

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

TO: AETIUS RESTAURANT HOLDINGS, LLC:

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects follows):

PLACE: 1901 Main Street, Suite 1200
Columbia, SC 29201

DATE AND TIME: November 28, 2017
9:30 A.M.

DEFINITIONS OF TERMS USED IN THIS SUBPOENA

A. The term "you" refers to Aetius Restaurant Holdings, LLC, including its officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, assigns, and subsidiaries, to the full extent that they can access records within Aetius Restaurant Holdings, LLC's possession, custody, or control.

B. The phrase "Axum Capital Partners" refers to Axum Capital Partners Management, LLC, a Delaware limited liability company; Axum Capital Partners, LLC, a Delaware limited liability company; and Axum Capital Fund I, LLC, a Delaware limited liability company; and each of their officers, members, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

C. The phrase "ECM Solutions" refers to Edwards, Church & Muse, Inc., a North Carolina corporation and each of its officers, shareholders, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you.

D. The term "Cincinnati Specialty" refers to the The Cincinnati Specialty Underwriters Insurance Company, a stock insurance company headquartered in Cincinnati, OH.

E. The term "SW&B" refers to Sweeny, Wingate & Barrow, P.A., a South Carolina Professional Association engaged in the business of operating a law firm, and each of its officers,

professionals, owners, directors, employees, agents, contractors, insurers, attorneys, successors, and subsidiaries who are known to you, including William G. Yarborough, Esq.; Ryan C. Holt, Esq.; Mark S. Barrow, Esq., and Sandra M. Tribble.

F. The term "Premises" refers to that Wild Wing Café location situated at 729 Lady Street, Columbia, South Carolina 29201.

G. The term "Wild Wing Staff" refers to the following persons known or believed to be working at the Premises on the night of the Incident: Bradley Johnson; Santanna Griffin; John Harper; Sara Boyer; James Bryan; Seth Franklin; Bradley Johnson; Alexandria Wilden; Marsden Cox; Taylor Hedgepath; Nicholas Packkett; Haley Bennett; Frankie Caldwell; Cera Falls; Courtney Brown; Francis "Reid" Baxley; Chelsea Lindsey; Erica Preston; Caitlin Reid; Rashel Sandoval Lauren Hedrick; Bree Keisler; Ashley Lombardo; Katherine Reeves; Donald Williams; Taylor Wolfrey; Danielle DuPre; Lauren Mulligan; Beghan Paulo; Antoine Jacques; Tyler Micieli; Chadwick Palmer; and a manager named either "Matt" or "Matthew."

H. The phrase "Vista Wings" shall mean Vista Wings, LLC, a South Carolina limited liability company, that leases the Premises for the operation of a Wild Wing thereon, as well as its parent, holding company, managers, sisters, affiliates, subsidiaries, and its/their agents, employees, contractors, representatives, or other individuals, including but not limited to the "Wild Wing Staff," who work or act on behalf of thereof, either directly or indirectly, who are known to you.

I. The term "Event" refers to the business conducted on at the Premises on June 5, 2015, which included a live musical performance by an entertainer known as Ricky Young and the music group known as the Ricky Young Band.

J. The term "Incident" refers to the service and sale of alcohol on June 5, 2015, the assault and beating of the Plaintiff, and Vista Wings and the Columbia Police Department's involvement in that beating, which occurred on the Premises on the night of June 5, 2015 and early morning hours of June 6, 2015.

K. The term "person" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a limited liability company, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

L. The term "electronically stored information" (or "ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage

or stored either via a remote system, back-up system, hard drive or tape of any kind.

M. The term "document" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, produced or reproduced by any means. The term "document" includes, but is not limited to, all ESI, records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information is recorded or transmitted, including, but not limited to, photographs, videotapes, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

N. A document that "relates to," is "related to" or is "relating to" any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.

O. The phrase "possession, custody or control" means a "document" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document.

P. The term "communication" is used in its broadest sense and includes any oral or written conversation, expression or articulation, including all documents, correspondence, electronic transmissions, advertisements and declarations of any type.

Q. The phrase "witness statement" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any person who is identified by any person as a witness to the case or who you reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

R. The term "agreement" is used in its broadest sense to include all contracts, all mutual understandings between two or more legally competent persons about their relative rights and duties regarding past or future performances, all documents that manifest a mutual assent by two or more persons to a subject, all documents that either are a part of a contract or are an exhibit to a contract, all documents when taken together create or evidence a contract between two parties, all documents that reflect or confirm an oral commitment by a party, and all documents that relate

to any sales, gifts, leases, licenses, or transfers of property or right.

S. The term "Employment Record" means all of the employment, human resource, and compensation records YOU possess relating to an employee, including but not limited to any resumes, CV's, handbooks or policies and procedures applicable to the employee during his or her employment with you, compensation records, pay stubs, time sheets or clock-in/clock-out records, state or federal tax forms, explanation of benefits, records pertaining to the provision of benefits to the employee, accommodations, promotions, write-ups, suspension records, termination records, unemployment documentation, severance records, disciplinary records, written warnings, corrective action plans, notifications of changes in compensation or benefits, bonus or incentive plans, bonus or incentive awards, written instructions to the employee, or video or audio recordings of the employee.

T. The term "personal identifying information" means that information set forth in SCRCF Rule 41.2(a).

U. The term "POS" refers to Wild Wing's point-of-sale system, or in other words, those machines, records, devices, documents, hardware, software, and/or paper records system used by to enter and retrieve Wild Wing's customer orders ("checks"), to process, print, document, track, account for, and audit Wild Wing's sales, receipts, authorizations, and payments; and used to generate Wild Wing's shift "checkout" reports.

V. The term ("AIM") system refers to Wild Wing's alcohol inventory management system" means those machines, records, devices, documents, hardware, software, and/or paper records system used to enter, track, audit, or account for, Wild Wing's beer, wine, and liquor inventory, amounts, sales, bottles, pars, pour costs, product variance, etc.

W. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the interrogatory; references to the singular include the plural, and references to the plural include the singular; and the past verb tense includes the present verb tense, and the present verb tense includes the past tense.

X. The phrase "this Litigation" refers to the lawsuit identified in the caption of this subpoena pending in Richland County, South Carolina between Richard A. Finan and Vista Wings.

DOCUMENTS SOUGHT IN THIS SUBPOENA

Please produce a true and accurate copy of the following documents to the extent that they are in your possession, custody, or control. The documents may be provided in whatever of the following forms is most cost-effective and least burdensome on you: (1) printed paper; (2) electronically as a .pdf image; (3) electronically as a .tif image; or (4) or in native electronic format, but only so long as no pay-for-license software is required to review it in native format other than Microsoft or Adobe products:

1. Those that relate to any ownership or control you had over either Vista Wings or the Premises on June 5, 2015, including but not limited to any agreements between you and either Axum Capital Partners or Vista Wings.

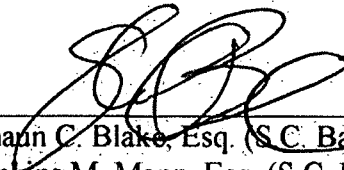
2. Those that relate to any indemnification agreement or obligation that exists between you and either Axum Capital Partners or Vista Wings relating to personal injuries at the premises on June 5, 2015.
3. Those that were created, modified, or were in force on June 5, 2015, that (1) relate to the terms of any franchise agreement or relationship for the Wild Wing Café operating at the Premises; or (2) establishes any rules or requirements for the franchisee at the Premises that relate to:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises; and
 - n. either insurance or indemnification for claims regarding personal injury at the Premises.
4. Those that constitute either the policies, procedures, rules, requirements, or customs that relate to any of the following conduct at the Premises from January 1, 2015 to present:
 - a. employee hiring;
 - b. staffing ratios/requirements;
 - c. employee supervision;
 - d. music events (such as the Event);
 - e. marketing of music events;
 - f. marketing of alcohol sales;
 - g. employee training;
 - h. the sale of alcohol and tracking of the volume and types of alcohol sales;
 - i. avoiding service of alcohol to intoxicated patrons;
 - j. the provision of security for patrons during music events (such as the Event);
 - k. safety policies and the prevention of personal injury on the Premises during operations;
 - l. the investigation, documentation, or reporting of personal injury on the Premises;
 - m. the preservation of evidence or materials following a report of personal injury at the Premises;
5. Any other documents comprising any agreement between you and any person, which was in force at any time between June 5, 2015, and present, and which relates to either the

operation of the Premises, the operation or maintenance of Vista Wing's POS system, the operation or maintenance of Vista Wing's POS system AIM system, or to this Litigation.

6. Those that relate to or depict the marketing materials (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) for the Event.
7. Those that relate to or depict marketing materials, (e.g., television commercials, radio commercials, flyers, web-postings, twitter posts, or other public advertisement) presented, posted, or otherwise advertised in Columbia, South Carolina between May 5, 2015 and June 5, 2015, that relate to Wild Wing Café.
8. Those that relate to or depict the contents the content of Wild Wing Café's webpages or websites as they appeared of June 5, 2015.
9. Those that
10. Those that relate to the provision of security, staff, employees, products, or other resources for the Event.
11. Those that relate to the sale, service, or consumption of alcoholic beverages at the Premises, including any documents from Vista Wing's AIM or POS systems, or other means of accounting, auditing, or tracking such data, that relate to the time periods including May 1, 2015, through June 30, 2015.
12. Those that comprising or reflecting communications between you and any of the following persons, which (1) were made or modified between January 1, 2015, and the present, and (2) relates to either the Event, the Incident, or this Litigation:
 - a. The Wild Wing Staff, who are believed to have been working on the night of the Incident;
 - b. Brent Weston, believed to be at the premises on the night of the Incident;
 - c. J. Christopher Pracht, Esq., who represents Brent Weston in this Litigation;
 - d. Aaron Miller, believed to be at the premises on the night of the Incident;
 - e. Jeff Miller, believed to be at the premises on the night of the Incident;
 - f. Colby Wielkie, believed to be at the premises on the night of the Incident;
 - g. Ricky Young, a performer who participated in the Event;
 - h. NahPro Entertainment, a talent agency believed to be affiliated with Ricky Young;
 - i. Richard A. Finan, the Plaintiff in this action
 - j. Amber Finan, who as at the premises on the night of the Incident;
 - k. Chris Seiple, who was at the premises on the night of the Incident;
 - l. Stephanie Seiple, who was at the premises on the night of the Incident;
 - m. Joni Williamson, who was at the premises on the night of the Incident;
 - n. Axum Capital Partners, who claims that Wild Wing Café is a part of its portfolio;
 - o. Brian Neal, who has held himself out as the "General Manager" of Vista Wings;
 - p. Denis Ackah-Yensu, who has held himself out as a "manager" of Vista Wings to the South Carolina Secretary of State;

- q. ECM Solutions, which has made acted as an agent of Vista Wings in connection with the Incident
 - r. Tammy Burgess, who as acted on behalf of ECM Solutions in connection with the Incident and uses the email burgess@ecmins.com
 - s. Cincinnati Specialty, who Vista Wings represents issued a policy of insurance that may provide it coverage for the Litigation;
 - t. Ela Casuga, who has participated in providing information in this Litigation on behalf of Vista Wings;
 - u. Andy Johnson, who holds himself out as the Chief Financial Officer of Vista Wings;
 - v. Mitch West, who is believed to be an employee of Aetius Companies, LLC, and who uses the email address mwest@wildwingcafe.com;
 - w. SW&B, who represents Vista Wings in this Litigation; and
 - x. Any other person known to you to be, or believed by you to be, involved in the Incident.
13. Those created during the course of any investigation or inquiry by you or Vista Wings into the Incident or this Litigation, including but not limited to those containing, reflecting, or comprising any witness statement relating to the Incident.
 14. Those relating to the payment for any part of the Event, including but not limited to (1) marketing for the Event; (2) payments for any person to provide security services or to assist in ensuring the personal safety of the patrons during the event; or (3) for Ricky Young to perform at the Event.
 15. Any Employment Record you have for the Wild Wing Staff. To the extent that you have any objection to providing this information due to the fact that it contains personal identifying information, you may redact the same prior to production.
 16. Those that relate to or comprise any videos, pictures, or other recordings of any kind of the Premises on June 5, 2015 or the early morning of June 6, 2015.
 17. Produce any videos, pictures, or other recordings of Richard A. Finan or any persons on the Premises, including but not limited to:
 - a. The Wild Wing Staff;
 - b. Brent Weston;
 - c. Aaron Miller;
 - d. Jeff Miller;
 - e. Colby Wielkie;
 - f. Ricky Young;
 - g. Amber Finan;
 - h. Chris Seiple;
 - i. Stephanie Seiple, who was at the premises on the night of the Incident;
 - j. Joni Williamson;
 - k. Any person known to you to be, or believed by you to be, involved in the Incident.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1),
AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL
PARTIES.



Shawn C. Blake, Esq. (S.C. Bar # 76349)
Jenkins M. Mann, Esq. (S.C. Bar # 74894)
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201
Tel: (803) 256-1268
Fax: (803) 252-3653
Email: sblake@rogerslewis.com
jmann@rogerslewis.com

ATTORNEYS FOR PLAINTIFF

November 14, 2017
Columbia, SC

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON	MANNER OF SERVICE	
SERVED BY	TITLE	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
 Executed on _____

 SIGNATURE OF SERVER

 ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan

Plaintiff,

vs.

Vista Wings, LLC dba Wild Wings Cafe - Columbia, Brent
Weston, and Aaron Miller

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT JUDICIAL CIRCUIT

CASE NO.: 2016-CP-40-07109

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

Jenkins M. Mann, Bar No.

1901 Main Street

Columbiam, SC 29201

Phone: (803) 256-1268 Fax (803) 779-4749

E-mail: jmann@rogerslewis.com Other:

Defendant's Attorney:

William H. Yarborough, Jr., Bar No. 102866

Post Office Box 12129

Columbia, SC 29211

Phone: (803) 256-2233 x7102 Fax (803) 256-2233

E-mail: why@swblaw.com Other:

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Quash

Estimated Time Needed: 15 minutes

Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff/☒ Defendant

November 20, 2017

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT:** \$ 25.00

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☒ **MOTION FEE COLLECTED:** \$ _____

☐ **CONTESTED - AMOUNT DUE:** \$ _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

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

Richard A. Finan

) Civil Action No.: 2016-CP-40-07109
)
)

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

MOTION TO QUASH

RICHLAND COUNTY
FILED
2017 NOV 27 PM 1:29
JEANETTE W. MCBRIDE
C.C.P. & S.

YOU WILL PLEASE TAKE NOTICE the undersigned, as attorneys for Defendant Vista Wings, LLC dba Wild Wings Café – Columbia (“Defendant”), will move before the Presiding Judge of the Richland County Circuit Court, at the Richland Courthouse, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, for an Order, pursuant to Rules 26, 33, 34 and 45 of the South Carolina Rules of Civil Procedure, quashing or modifying subpoenas dated November 14, 2017 to Aetius Companies, LLC, Aetius Restaurant Group, LLC, Aetius Franchising, LLC, Aetius Holdings, LLC (collectively “Aetius”). Attached as Exhibits 1, 2, 3, and 4. Furthermore,

The subpoenaed entities are, essentially, parent organizations to the Defendant. Defendant’s Motion is made for the following reasons:

- The subpoenas directly seek protected attorney-client communications (see subpoenas – Number 12(w) seeking communication between entities and “SW&B”);
- The subpoenas directly seek documents and information protected by the work product doctrine;
- The subpoenas seek extensive documentation and thereby fail to allow reasonable time for compliance and subjects Aetius to an undue burden;
- The subpoenas are aimed to harass, annoy, and subject Aetius to undue financial burden; and

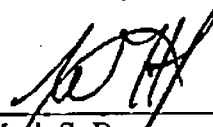
- The subpoenas represent an end run around Rules 33 and 34, SCRPC, by seeking a party's documents and information properly sought through the channels and protections afforded by formal discovery.

For the reasons set forth above, Defendant respectfully requests that this Court quash the subpoenas.

This Motion may be supported by a memorandum of law.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeney, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

ATTORNEYS FOR WILD WING CAFE

Columbia, South Carolina

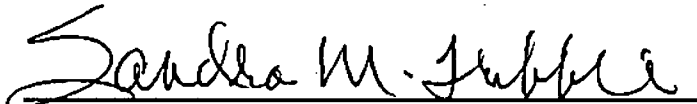
November 20, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Motion to Quash in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

November 20, 2017

RICHLAND COUNTY
FILED
2017 NOV 27 PM 1:29
JEANETTE W. MCBRIDE
C.C.P. & G.S.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Richard A. Finan)

Plaintiff,)

vs.)

Vista Wings, LLC d/b/a Wild Wing Café -)
Columbia, Brent Weston and Aaron Miller)

Defendant.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2016-CP-40-07109

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:
Shaun C. Blake, Bar No. 76349
Address:
1901 Main Street Suite 1200, Columbia, SC
29201
Phone: 803-256-1268 Fax _____
E-mail: sblake@rogerslewis.com Other: _____

Defendant's Attorney:
Mark S. Barrow, Bar No. _____
Address:
1515 Lady street Columbia, SC 29201
Phone: _____ Fax _____
E-mail: _____ Other: _____

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Motion to Compel

Estimated Time Needed: 30 Min

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

November 22, 2017
Date submitted

SECTION III: Motion Fee

- ☒ **PAID - AMOUNT: \$**
☐ **EXEMPT:** (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: MAH ✓ Date Filed: 11-27-17

☐ **MOTION FEE COLLECTED: \$** _____

☐ **CONTESTED - AMOUNT DUE: \$** _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan,

Plaintiff,

v.

Vista Wings, LLC, d/b/a Wild Wing Café-
Columbia, Brent Weston, and Aaron Miller,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE No.: 2016-CP-40-07109

**PLAINTIFF'S MOTION TO COMPEL
DISCOVERY BY VISTA WINGS, LLC
AND FOR APPROPRIATE RELIEF
UNDER RULE 37, SCRPC**

(Rule 40(a), SCRPC: "PRIORITY MATTER")

FILED
2017 NOV 27 PM 2:10
CLERK OF COURT
S.C.P. & G.S.

To: Ryan C. Holt, Esq., William H. Yarborough, Esq., and Mark S. Barrow, Esq., Attorneys
for Vista Wings, LLC:

YOU WILL PLEASE TAKE NOTICE that the undersigned attorneys for Plaintiff Richard A. Finan, ("Mr. Finan") will move this Honorable Court for an order, pursuant to Rule 37, SCRPC, that: (1) compels Vista Wings, LLC ("Vista Wings") to completely answer Plaintiff's Interrogatories propounded under Rules 26 and 33, SCRPC; (2) compels Vista Wings to provide all documents and responses sought under Plaintiff's Requests for Production propounded under Rules 26 and 34, SCRPC; and (3) provides Mr. Finan such appropriate relief under Rule 37, SCRPC, including reasonable expenses and attorneys' fees and costs, as the court may deem appropriate at this stage in the litigation. As detailed below, Mr. Finan still requires: (1) the full identification of persons with knowledge regarding the facts of this case and those who own Vista Wings, LLC; (2) the production of documents detailing Vista Wings' alcohol service during the night Mr. Finan was attacked and comparative alcohol sales figures from other nights in proximity to the concert; and (3) the production of employment records for those working during the Event.

Nature of the Complaint

On the night of June 5, 2015, Mr. Finan was a patron and invitee at Vista Wings' restaurant, Wild Wing Café, located on Lady Street in Columbia, South Carolina. On that evening, Vista

Wings was hosting a concert featuring the Ricky Young Band (the "Event"). According to witnesses, Mr. Finan was violently assaulted during the Event by a group of individuals who were intoxicated at the premises in violation of S.C. Code Ann. § 61-4-580 and S.C. Code Ann. § 61-6-2220. *Ex. 1, Police Report; Ex. 2, Excerpts from Deposition of Chris Seiple.* Mr. Finan has sued Vista Wing's for overserving alcohol during the Event; failing to properly provide trained security, servers, and managers during the Event; and failing to properly manage and supervise its employees and staff during the Event. As a result of Vista Wing's negligence and failure to secure its premises, Vista Wing's intoxicated patrons held Mr. Finan in a defenseless posture, strangled him to point he and others feared his death, and savagely, repeatedly beat him. *Ex. 3, Excerpts from Deposition of Joni Williamson; Ex. 4, Excerpts from Deposition of Richard Finan; Ex. 5, Photos of Richard Finan.* Therefore, Mr. Finan has filed suit against Vista Wings, bringing claims of negligence (including negligent hiring, training, retention, and supervision of employees), premises liability, and dram shop liability.

Legal Authority under Rule 37, SCRPC

Under Rule 37(a)(2), SCRPC, "If a ... party fails to answer an interrogatory submitted under Rule 33 [or] a request for inspection submitted under Rule 34 [then] the discovering party may move for an order compelling an answer [or] inspection in accordance with the request." If the motion is granted, the court "shall," after opportunity for hearing, "require the party whose conduct necessitated the motion ... to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney's fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust." Rule 37(a)(4). "[A]n evasive or incomplete answer is to be treated as a failure to answer."

Furthermore, under Rule 37(d), SCRPC, if a party fails "to serve answers or objections to

interrogatories submitted under Rule 33 [or] to serve a written response to a request for inspection submitted under Rule 34 [then] the court in which the action is pending on motion may make such orders in regard to the failure as are just, and among others it may take any action authorized under paragraphs (A), (B), and (C)” of Rule 37(b)(2), which authorizes:

(A) an order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;

(B) an order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;

(C) an order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party.

“In lieu of any order or in addition thereto, the court shall require the party failing to act ... to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.” Rule 37(d), SCRCPP. “The failure to act described in this subdivision may not be excused on the ground that the discovery sought is objectionable unless the party failing to act has applied for a protective order as provided by Rule 26(c).”

Relevant Background to Motion

1. On December 6, 2016, together with the Complaint initiating this action, Mr. Finan served his initial written discovery under Rules 33 and 34, SCRCPP, on Vista Wings. *Ex. 6, Plaintiff's First Set of Interrogatories to Vista Wings; Ex. 7, Plaintiff's First Set of Requests for Production to Vista Wings; Ex. 8, Affidavit of Service.*

2. On March 6, 2017, Mr. Finan was required to file his first Motion to Compel discovery from Vista Wings (“First Motion to Compel”) because Vista Wings had failed to provide

any response to Mr. Finan's first discovery requests. The First Motion to Compel is a matter of record in this case, and it is incorporated herein by reference.

3. In response, Vista Wings provided its initial responses to Mr. Finan's first discovery requests. See *Ex. 9, Vista Wing's initial discovery responses*. Vista Wings produced the following documents:

- Three (3) typed statements purported to be made by Vista Wings employees;
- Vista Wing's liability insurance policy documentation;
- The Articles of Incorporation and Certificate of Existence for Vista Wings, Inc., a predecessor prior to conversion of Vista Wings;
- The lease, as amended, under which Vista Wings is the tenant of the premises at issue in this litigation;
- Five (5) Wild Wing policies and training procedures entitled "bar facts manual", "team member policy manual and handbook", "orientation booklet", "server training manual", and "train the server"; and
- Nineteen pages of employment records relating to five (5) Vista Wings employees. (*Ex. 10, employment records production for Alexandria Wilden Bradley A. Johnson, James Bryan, Sara Boyer, and Seth Franklin, and Bo Johnson.*)

4. Vista Wings supplemented its responses to Mr. Finan's First Set of Requests for Production on March 15, 2017. *Ex. 11, Certificate of Service for Vista Wings' Supplemental Responses to Plaintiff's Requests for Production*. Vista Wings provided redacted records on file with the Secretary of State, including a redacted copy of the document whereby Vista Wings, Inc., converted to Vista Wings, LLC.

5. On June 21, 2017, and following a hearing on the First Motion to Compel, this

Court issued a Form 4 Order requiring Vista Wings to produce records to Mr. Finan relating to the Wild Wing Café location where the event occurred. This Order is a matter of record in this case, and it is incorporated herein by reference.

6. Prior to the hearing on the First Motion to Compel, Vista Wings stated it was going to provide Mr. Finan (1) "receipts from the night of June 5, 2015, a litigation history for 5 years of the Vista location; and the remainder of the personnel files, if any existed." Ex. 12, *Letter dated June 30, 2017, enclosing prior correspondence*. Rather than produce all responsive documents, including the detailed receipts (aka customer "checks"), Vista Wings instead made its paper records of certain credit card authorizations, employee "check-out" reports from its point of sale ("POS") system, and a report of credit card transactions available for Mr. Finan to copy.

7. On July 13, 2017, Mr. Finan filed a Rule to Show Cause and Motion to Compel ("Second Motion to Compel") regarding Vista Wing's failure to respond to Mr. Finan's First Set of Interrogatories #13, #14, #16, & #24, and his First Set of Requests for Production #22 through #27. The Second Motion to Compel is a matter of record in this case, and it is incorporated herein by reference.

8. On August 2, 2017, Mr. Finan served his Third Set of Requests for Production pursuant to Rule 34, SCRCP, on Vista Wings, seeking all documents regarding any agreement between Vista Wings and the musicians playing the concert that evening, including the Ricky Young Band. Ex. 13, *Plaintiff's Third Set of Requests for Production and Certificate of Service*.

9. On August 16, 2017, Mr. Finan served his Second Set of Interrogatories pursuant to Rule 33, SCRCP, and his Fourth Set of Requests for Production pursuant to Rule 34, SCRCP, on Vista Wings, seeking documents and ESI that show Vista Wing's alcohol sales for the month of June 2015. Ex. 14, *Plaintiff's Fourth Set of Requests for Production and Certificate of Service*.

10. On September 11, 2017, and in response to the Second Motion to Compel, Vista Wings served its Supplemental Answer to Mr. Finan's First Set of Interrogatories, its Second Supplement to Mr. Finan's Request for Production, and a belated verification of its Interrogatory responses. Ex. 15.

11. On September 21, 2017, and in response to the Second Motion to Compel, Vista Wings again served Supplemental Answers to Plaintiff's First Set of Interrogatories and First Set of Requests for Production. Ex. 16.

11. On November 1, 2017, nearly a month after another Rule 11 letter dated October 6, 2017, due to Vista Wings ignoring outstanding discovery [Ex. 17], Vista Wings served its belated answers to Mr. Finan's Second Interrogatories, Third Requests for Production, and Fourth Request for Production. Ex. 18, *Letter dated November 1, 2017 disclosing Vista Wing's responses to Plaintiff's Second Set of Interrogatories, Third Requests for Production, and Fourth Requests for Production.*

12. On November 2, 2017, Vista Wings supplemented its production of documents to include three (3) itemizes receipts ("checks"). Ex. 19, *email transmitting supplemented receipts.*

13. Since that time, undersigned counsel has attempted on several occasions, pursuant to Rule 11, SCRCp, to resolve the outstanding written discovery issues in this case so that depositions can be concluded, mediation can be conducted, and the trial of this matter can proceed. The following matters still require court intervention so that the case can proceed.

Analysis

A. Vista Wings has failed to provide Mr. Finan a complete identification of persons with knowledge regarding the facts of this case and/or who own Vista Wings.

1. Identification of Wild Wing Personnel working during the Event

In Interrogatory #9 of Plaintiff's First Set of Interrogatories to Vista Wings, served over

eleven (11) months ago, Mr. Finan sought a verified response providing the full name, last known address, last known telephone number, last known email address, and last known business affiliation and position of the employees, servants, and agents working at the Vista location of Wild Wing Café on June 5, 2015. To date, Mr. Finan has been able to discern the cell phone numbers for 3 (three) employees through Vista Wing's document production, but Vista Wings has otherwise provided no other contact information, including addresses, whereby any witnesses can be contacted or subpoenaed.

Counsel for Mr. Finan has repeatedly asked counsel for Vista Wings to identify which, if any, of the employees working on the night of the Event that counsel represents and for whom counsel is authorized to accept subpoenas, but counsel has not identified any specific individuals.

Ex. 20, Letter dated November 15, 2017.

Vista Wings did not raise any objection to Interrogatory #9, and yet it has failed to provide a complete response that includes contact information in the possession, custody, and control of Vista Wings, even though Vista Wings must possess or have access to this information, e.g. for mailing tax documentation to its employees. *Ex. 9.* Mr. Finan agrees to limit this Request to only those working the "second shift" of June 5, 215, and to exclude those working solely in the "back of the house", e.g., kitchen staff. Based on the discovery responses Vista Wings has provided so far, the responsive persons include: Sara Boyers, James Bryan, Seth Franklin, Bradley Johnson, Alexandria Wilden, Marsden Cox, Taylor Hedgepath, Nicholas Packett, Haley Bennett, Frankie Caldwell, Cera Falls, Lauren Hedrick, Bree Keisler, Ashley Lombardo, Katherine Reeves, Donald Williams, Taylor Wolfrey, Daniel DuPre, Lauren Mulligan, Beghan Paulo, Antoine Jacques, Tyler Micieli, Chadwick Palmer, Santanna Griffin, John Harper, Courtney Brown, Francis "Reid" Baxley, Chelsea Lindsey, Erica Preston, Caitlin Reid, Rashel Sandoval, and a manager named

"Matt" or "Matthew" (whose name appears in documents from the night of the Event produced by Vista Wings).

Due to Vista Wings' failure to respond to this straightforward Interrogatory for the past eleven (11) months, Mr. Finan respectfully contends that he is entitled to an Order that requires Vista Wings to provide a complete response to Interrogatory #9 (as limited above) and allows Mr. Finan an opportunity to contact and determine whether these individuals are appropriate witnesses for trial, and/or that provides Mr. Finan such relief at trial pursuant to Rule 37(b)(2), SCRCF as may be appropriate.

2. Identification of Vista Wings' witnesses relied upon in discovery and motions

In Standard Interrogatory #1, Mr. Finan sought a verified response identifying witnesses known to Vista Wings. Vista Wings has relied upon three (3) individuals during this litigation as persons with actual knowledge regarding the matters at issue in this litigation the information and documentation it has provided in discovery. First, on March 8, 2017, and in response to Plaintiff's First Set of Interrogatories #25, Vista Wings stated that Ela Casuga was the only person that assisted Vista Wing's counsel in responding to Mr. Finan's discovery requests. **Ex. 9**. Second, Vista Wings produced an affidavit executed by its General Manager, Brian Neal, on June 29, 2017, testifying about his knowledge of Vista Wing's business records relating to this action and its relationships with the other Defendants. **Ex. 21, Affidavit of Brian Neal**. Third, Vista Wings produced a sworn verification by its Chief Financial Officer, Andy Johnson, stating that he has personal knowledge whereby he could confirm that all of Vista Wing's answers to Plaintiff's First Set of Interrogatories are true. **Ex. 22, Discovery Verification** (which Vista Wings used in both Ex. 15 and Ex. 16).

Despite Vista Wing's reliance on these witnesses for gathering, providing, and swearing to

the accuracy of the evidence Vista Wings has presented in discovery, Vista Wings continues to refuse to identify these persons pursuant to Standard Interrogatory #1, which was served on Vista Wings nearly a year ago. *Ex. 21, Letter dated November 8, 2017*. Mr. Finan respectfully contends that he is entitled to an Order that requires Vista Wings to provide a complete response to Standard Interrogatory #1, including these three (3) individuals; allows Mr. Finan an opportunity to subpoena these individuals for deposition and trial; and/or that otherwise provides Mr. Finan relief at trial pursuant to Rule 37(b)(2), SCRCPP.

3. Identification of Vista Wings' Members

In Interrogatory #8 of Plaintiff's First Set of Interrogatories to Vista Wings, Mr. Finan sought a verified response providing the full name, last known address, last known telephone number, last known email address, and last known business affiliation and position of those owning the membership interest of Vista Wings, LLC, and their percentage of ownership interest. Vista Wings continues to refuse to respond to this Interrogatory on the grounds "it is not reasonably likely to lead to the discovery of admissible evidence." Mr. Finan has made it clear, in writing to Vista Wings' counsel, that Mr. Finan requires this information if for no other reason than to know whether someone sitting in the jury pool owns, or works for an entity that owns, an interest in Vista Wings. There is no credible theory whereby a request to learn of the persons who own and control a party is not "reasonable likely to lead to the discovery of admissible evidence." Mr. Finan respectfully contends that he is entitled to an Order that requires Vista Wings to provide a complete response to Interrogatory #8 and/or that provides Mr. Finan relief pursuant to Rule 37(b)(2), SCRCPP.

4. Identification of those who hired, trained, and supervised bartenders and security personnel working during the Event and those persons' qualifications.

In Interrogatory #15, Plaintiff asked Vista Wings to give a verified interrogatory response:

that (a) lists the individuals who hired, trained, and supervised those persons that were bartending or acting in a security capacity during the Event, and (b) describes in detail its investigation to determine those bartenders and security personnel's qualifications to perform that work. Mr. Finan intends to call to trial these trainers to discuss the break down in business practices during the Event that resulted in Mr. Finan being choked and beaten by intoxicated individuals without any intervention by Vista Wings. Mr. Finan respectfully contends that he is entitled to an Order that requires Vista Wings to provide a complete response to Interrogatory #15 and allows Mr. Finan an opportunity to contact and determine whether these individuals are appropriate witnesses for trial, and/or that provides Mr. Finan relief at trial pursuant to Rule 37(b)(2), SCRCP.

B. Vista Wings is required to produce the employment records of the Wild Wing Personnel working during the Event.

Through his First Set of Requests for Production, and specifically Requests #11, #12, #15, & #34, Mr. Finan has sought several types of employment records, e.g., background checks, reference checks, employment screening, policies/handbook pages, compensation information and methodology, etc. for those persons working during the Event. To date, Vista Wings, has produced only scant employment records for five (5) employees. **Ex. 10.** In June, this court ruled that records for the Wild Wing Café location of the Event were discoverable. Moreover, as demonstrated by Vista Wings' responses to date, Vista Wings maintains employment records in a software or online (SaaS) platform known as "Workspaces," which it licenses through PeopleMatter, that is readily accessible to Vista Wings.

Since the employment files will contain important information, including but not limited to background information about the employees, the employees' acknowledgement of their receipt and understanding of Visa Wings' Policies (including its Drug and Intoxicants Policy), any adverse employment actions taken by Vista Wings against the employees, and incentives to managers to

boost the sales of alcohol, these records are reasonably calculated to lead to the discovery of admissible evidence. Therefore, Mr. Finan respectfully contends that he is entitled to an Order that requires Vista Wings to provide a complete document production in response to his First Set of Requests for Production #11, #12, #15, & #34 and/or that otherwise provides Mr. Finan relief at trial pursuant to Rule 37(b)(2), SCRCF.

C. Vista Wings is required to provide Mr. Finan with documents within its possession, custody, or control relating to the sale and service of alcohol on the premises.

Through discovery Mr. Finan has sought documents from Vista Wings whereby: (a) he can demonstrate to the jury the specific volume and type of alcohol Vista Wings served its patrons and employees during the Event; and (b) provide comparative data on similar dates surrounding the concert to demonstrate Vista Wings' negligence in hosting and supervising the Event in a manner that resulted in Mr. Finan being attacked and beaten by a group of intoxicated patrons. Following a review of the paper records representing a portion of the receipts for that day, Mr. Finan served the third request in his Fourth Set of Requests for Production to Vista Wings asking for "All documents showing alcohol sales revenues for the premises for the month of June 2015." Ex. 14.

1. Production of Comparative Sales and Product Mix Numbers for June 2015.

Vista Wings provided a canned objection to Mr. Finan's request for alcohols sales for the month of June 2015, claiming it is overly broad in time and scope. Ex. 18. However, this Request is reasonably calculated to lead to the discovery of admissible evidence. Specifically, Mr. Finan alleges Vista Wings failed to exercise due care in hosting the Event, in part by failing to employ adequate security, failing to train its personnel for the Event, and causing excessive alcohol to be consumed during the Event. To demonstrate this allegation, Mr. Finan requires internal alcohol distribution data for the Wild Wing location at issue (e.g., alcohol distribution and sales numbers from other nights in proximity to the Event) to discuss with Vista Wings' 30(b)(6) designee the

adjustments the propriety of its decisions to not hire security for the Event considering the nature of the Event and the increased volume of alcohol sales versus those during a normal evening at Wild Wings without any concert.

Without this comparative data, Mr. Finan is unreasonably limited in his ability to demonstrate Vista Wing's negligence in hosting the Event to boost attendance and alcohol sales without making any additional provisions for the safety of its guests. On the other hand, one (1) month of alcohol sales data is reasonably limited in time and scope to establish a reliable comparative range of sales and product, as it includes three (3) other weekends plus sufficient days before and after the event to make a meaningful comparison.

Notably, Vista Wings, LLC, actually failed to object to the Requests on the grounds of hardship or expense in the production of this documentation. The reason for this is clear -- the data is readily available in Vista Wings, LLC's point of sale ("POS") system. The POS system aggregates Vista Wings' alcohol sales and provisions to customers and employees, pulling data from detailed receipts (called "checks") and categorizing it automatically by unit (the specific Wild Wings location), by date, by server, by shift, by drink count, by guest count, by check number, and by dollar value. See, e.g., Ex. 24, *Checkout Report for Cera Falls*. This information is, therefore, readily available within Vista Wings, LLC's POS system, and Vista Wings merely needs to run the appropriate function in its POS system and produce the documentation. Vista Wings, LLC, specifically tracks alcohol sales by server and by shift based on the checks entered into the POS system by its employees for its own business purposes; it just has simply chosen not to produce this documentation and data in response to discovery. Mr. Finan agrees to limit this request to (1) the detailed customer checks reflecting alcohol sales on the night of the Event, and (2) Vista Wings' summary reports or aggregated data showing alcohol served for each second shift during

the two weeks prior to the Event and the two weeks following the Event. This compromise reasonably balances Mr. Finan's needs for records with any burden Vista Wings' may contend exists.

2. Production of checks and itemized sales receipts from the Event.

Regarding its alcohol sales on the night at issue, Vista Wings contend that all it can be reasonably required to produced are the paper credit card authorizations and paper "checkout" reports that Mr. Finan copied from a box of paper documents Vista Wings provided its counsel. However, the "checkout" reports themselves demonstrated that Vista Wings' piecemeal production of discovery has been incomplete and is unreliable. For instance, the check-out reports demonstrated that Vista Wings failed to identify all of the servers working during the Event in response to Plaintiff's First Set of Interrogatories. **Ex. 23**, p. 2. Moreover, the "checkout" reports demonstrate that there are at least 273 cash transactions for which Vista Wings has not produced a corresponding receipt, check, or credit card authorization provided – including cash transactions handled by Vista Wings' employees, such as Cera Falls, that Mr. Finan believes was directly providing alcohol to persons involved in attacking him and his family.

Vista Wings' piecemeal approach to disclosing the alcohol it served during the event has proven unreliable, and uncertainty is unnecessary when Vista Wings has more complete and reliable forms of data readily available in its POS system. Vista Wings uses a POS system known as Aloha. **Ex. 25**, *Rule 11 consultation exchange between counsel*. It is a state of the art POS system with incredible functionality. **Ex. 26**, *Excerpts from NCR Aloha Table Service Point-of-Sale Report Guide, including table of contents and report overview*. Aloha allows Vista Wings to analyze its alcohol sales and produce, with the few touches of a button, Restaurant Sales Reports [**Ex. 27**], Sales Report Summaries [**Ex. 28**], Server Sales Details Reports [**Ex. 29**], Product Mix

Reports [Ex. 30], and a host of other reports. Aloha allows Vista Wings to also produce Audit Reports that track dozens of actions performed by Vista Wings in its provision of alcohol. Ex. 31, *Excerpts from NCR Aloha Table Service Point-of-Sale Report Guide regarding Audit Reports.*

Vista Wings claims that it would take it 189 hours, or roughly 20 minutes per guest "check," to reprint the checks from Aloha for the patrons it served during the second shift. However, the instruction manual for the Aloha system disproves Vista Wings' claim. Ex. 32, *excerpts from NCR Aloha Table Service Point-of-Sale Report Guide regarding reprints.* Through the Reprint Menu in Aloha, Vista Wings can sort "checks" from the Event by employee and simply select "reprint all." Moreover, Aloha can export its data and reports to common third-party software, such as Microsoft's Word and Excel programs, for electronic production. Ex. 33, *excerpts from NCR Aloha Table Service Point-of-Sale Report Guide regarding exports.*

The paper credit card authorizations Vista Wings has produced fail to identify whether the payment is associated with an alcohol sale at all; they do not account for "spills", "promos," "comps," and "employee discounts," or other modifications to customer or employee checks [See, e.g., Ex. 24]; and they are often misleading due to "split" checks, multiple payment sources (including cash), etc. To date, Vista Wings has produced only three (3) "checks," but it has otherwise insisted that Mr. Finan provide it the "time," the "last four of card used (if not paid with cash)," and the "total amount of the receipt" before providing any others. However, this request is both arbitrary and impossible. It is impossible because Vista Wings has not provided Mr. Finan with the records to even provide this information. It is arbitrary because there is no need for Mr. Finan to give this information; Vista Wings, LLC, should be able to pull "checks" - and corresponding authorizations or other receipts not already produced - based on the date, shift, server, and "check" number, and it should be able to export or print these materials *en masse*.

3. Reports and reprinted receipts, or "checks," in Aloha should be produced

The data regarding the service of alcohol, both on the night of the Event and in the month of June, is readily available to Vista Wings in Aloha, can be produced in the form of reports and reprinted receipts, and is necessary to:

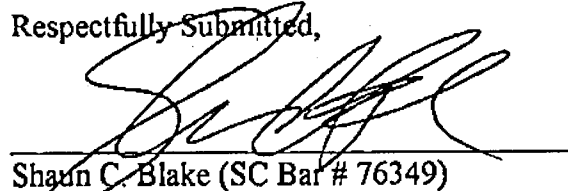
(1) allow Mr. Finan to present to the concrete information about the number and type of alcoholic beverages consumed by persons involved in or witnessing the attack of Mr. Finan [e.g. Ex. 19]; and

(2) allow Mr. Finan to present concrete information to the jury about the volume and mix of alcohol being sold during the Event and as compared to other similar nights at the Wild Wing Café when a concert event is not occurring to determine, for example, whether Vista Wings is negligent in its stated practice of never obtaining security for its concert events. *Ex. 34, Excerpt from Hearing Transcript on June 6, 2017, pp. 10-11.*

Mr. Finan agrees to limit his request for documents showing alcohol sales to (1) only those detailed checks/receipts that relate to the second shift on June 5, 2015; and (2) the "check-out" forms and such summary reports in Aloha that reflect the alcohol sales by shift during the month of June 2015, e.g. Restaurant Sales Report, Sales Report Summaries, Server Sales Details Report, Product Mix Reports, and Audit Reports discussed above. Due to Vista Wings' failure to produce documentation to date despite such records being readily available, Mr. Finan respectfully contends that he is entitled to an Order that requires Vista Wings to provide this document production and/or that otherwise provides Mr. Finan relief at trial pursuant to Rule 37(b)(2), SCRCRCP.

[Signature on Next Page]

Respectfully Submitted,



Shaun C. Blake (SC Bar # 76349)

Jenkins M. Mann (SC Bar #74884)

ROGERS LEWIS JACKSON MANN & QUINN, LLC

1901 Main Street, Suite 1200 (29201)

P.O. Box 11803

Columbia, SC 29211

Tel: 803-978-2831

Fax: 803-252-3653

Email: jmann@rogerslewis.com

sblake@rogerslewis.com

November 22, 2017

ATTORNEYS FOR PLAINTIFF

EXHIBIT INDEX

1. Police Report
2. Excerpts from the Deposition of Chris Seiple
3. Excerpts from the Deposition of Joni Williamson
4. Excerpts from the Deposition of Richard Finan
5. Certain photos of Richard Finan made exhibits to his deposition
6. Plaintiff's First Set of Interrogatories to Vista Wings, LLC
7. Plaintiff's First Set of Requests for Production to Vista Wings, LLC
8. Affidavit of Service of Complaint and initial discovery requests on Vista Wings, LLC
9. Vista Wings' Initial Responses to Plaintiffs' First Set of Interrogatories and Requests for Production
10. All Employment Records produced by Vista Wings in discovery
11. Certificate of Service of Vista Wings, LLC's Supplemental Production
12. Letter dated June 30, 2017, from William H. Yarborough, Jr.
13. Plaintiff's Third Set of Requests for Production to Vista Wings, LLC
14. Plaintiff's Fourth Set of Requests for Production to Vista Wings, LLC
15. Letter dated September 11, 2017, enclosing Vista Wings, LLC's Supplemental Answer's to Plaintiff's First Set of Interrogatories, First Set of Requests for Production, and Discovery Verification
16. Letter dated September 21, 2017 enclosing Vista Wings, LLC's responses Supplemental Answer to Plaintiff's [First] Set of Interrogatories, Second Supplemental Responses to Plaintiff First Set of Requests for Production, and Discovery Verification.
17. Rule 11 consultation letter dated October 6, 2017
18. Letter dated November 1, 2017 enclosing Vista Wings, LLC's Answers to Plaintiff's Second Interrogatories, Plaintiff's Third Request for Production, and Plaintiff's Fourth Request for Production.
19. Email dated November 2, 2017 enclosing supplemental production of three (3) "checks"
20. Letter dated November 15, 2017 from William H. Yarborough, Jr.
21. Affidavit of Brian Neal
22. Discovery Verification of Andy Johnson
23. Letter dated November 8, 2017 from William H. Yarborough, Jr.
24. "Checkout" report for server Cera Falls for 2nd shift of June 5, 2015
25. Email chain between counsel regarding ESI and POS operating system
26. Excerpts from NCR Aloha Table Service Point-of-Sale Report Guide, including table of contents and report overview.
27. Excerpts regarding Restaurant Sales Reports in Aloha Table Service POS Report Guide
28. Excerpts regarding Sales Report Summaries in Aloha Table Service POS Report Guide
29. Excerpts regarding Server Sales Details Reports in Aloha Table Service POS Report Guide
30. Excerpts regarding Product Mix Reports in Aloha Table Service POS Report Guide
31. Excerpts regarding Audit Reports in Aloha Table Service POS Report Guide
32. Excerpts from NCR Aloha Table Service Point-of-Sale Report Guide regarding reprints.
33. Excerpts from NCR Aloha Table Service Point-of-Sale Report Guide regarding exports.
34. Excerpt from Hearing Transcript on June 6, 2017

Exhibit 1

Plaintiff's Motion to Compel

SC0400100

INCIDENT REPORT

UNIT

15075108

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM
1. 16-03-0500(E) SIMPLE ASSAULT 138 SIMPLE ASSAULT				☒ YES ☐ NO	☐ YES ☒ NO	BAR/NIGHTCLUB/LOUNGE		☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.
2.				☐ YES ☐ NO	☐ YES ☐ NO			
3.				☐ YES ☐ NO	☐ YES ☐ NO			
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER) 728 LADY ST, COLUMBIA, SC						ZIP CODE 29801-	WEAPON TYPE PERSONAL WEAPON	
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME
06/06/2015	2245		06/06/2015	0001	06/06/2015	0002	0003	0100
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE) FINAN, RICHARD				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
				#1 ST #2 ST #3 ST		S	W	M
ADDRESS 3837 ROBERTS RD				CITY HOPKINS		STATE SC	ZIP CODE 29801-	LOCATION NO. 289
VICTIM'S NAME (LAST, FIRST, MIDDLE) FINAN, RICHARD				RELATIONSHIP TO SUBJECT		RESIDENT	RACE	SEX
				#1 ST #2 ST #3 ST		S	W	M
ADDRESS 3837 ROBERTS RD				CITY HOPKINS		STATE SC	ZIP CODE 29801-	LOCATION NO. 289
HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.				
ADDRESS 3837 ROBERTS RD				CITY HOPKINS		STATE SC	ZIP CODE 29801-	LOCATION NO. 289
VERBALLY (MCT) ☒ YES ☐ NO ☐ EXPLAIN				Location of Motor				COMPLAINANT NON-VERBALLY ☐ YES ☐ NO
VICTIM(S) USING ALCOHOL ☒ YES ☐ NO ☐ UNK				DRUGS ☐ YES ☐ NO ☒ UNK				TYPE
TWO-WHEELER ☒ ONE-WHEELER ☐ DETECTOR PLANT ☐ OTHER ☐ ALONE ☐ ASSISTED ☐				* In This Jurisdiction S-State D-Out of State U-Unknown				
☒ SUSPECT	NAME (LAST, FIRST, MIDDLE) UNKNOWN, UNKNOWN			RACE	SEX	AGE	ETH	DATE OF BIRTH
☐ RUNAWAY				W	M	I	N	
☐ WANTED	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.			RELATED OFFENSE(S) 138		DAYTIME PHONE		EVENING PHONE
☐ WARRANT	ADDRESS UNKNOWN			CITY		STATE	ZIP CODE	LOCATION NO.
☐ ARREST								
☐ JAIL	SUBJECT(S) USING ALCOHOL ☐ YES ☐ NO ☒ UNK			ARRESTED NEAR OFFENSE SCENE ☐ YES ☐ NO ☐		DATE/TIME OF OFFENSE		DATE/TIME OF ARREST
☐ SUMMONS	DRUGS ☐ YES ☐ NO ☒ UNK			TOTAL ARRESTED				
DAY OF THE WEEK				HOW REPORTED		A- OFFICER DISPATCHED ON CALL B- REPORT TAKEN BY PHONE C- COMPLAINANT WALKED IN		DIFF. FACTOR
1 2 3 4 5 6 7 8				A B C D E F		N		
						A- RESISTANCE/HOSTILITY B- WEAPONS C- UNFOUNDED CALLS D- MENTAL SUBJECT		E- COMPLAINANT FRE- QUENTLY VIOLENT F- DOMESTIC N- NORMAL
R/O WAS OUTSIDE OF THE INCIDENT LOCATION (WILD WINGS) AND OBSERVED SEVERAL PEOPLE BEING ESCORTED OUT OF THE LOCATION BY THE SECURITY STAFF OF WILD WINGS. R/O RESPONDED AND AFTER SEVERAL MINUTES GAINED CONTROL OF THE SITUATION ALONG WITH OTHER OFFICERS THAT RESPONDED.								
R/O OBSERVED THE VICTIM TO HAVE SEVERAL LACERATIONS AROUND HIS RIGHT EYE AND WAS BLEEDING. VICTIM STATED THAT HE WAS ASSAULTED INSIDE THE LOCATION BY AN UNKNOWN SUBJECT (SUBJECT 1). R/O RESPONDED TO THE SCENE AND TREATED THE VICTIM FOR HIS INJURIES.								
JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY				
TYPE(GROUP)							TOTAL VALUE	
STOLEN								
DAMAGED								
BURNED								
RECOVERED								
SEIZED								
SUBJECT IDENTIFIED ☒ YES ☐ NO		SUBJECT LOCATED ☒ YES ☐ NO		S.F. ☐ A ☐ B		☒ ACTIVE ☐ ADM. CLOSED ☐ UNFOUNDED		ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER
REASON FOR DETENTION/LOSS OF SERVICE		1 ☐ OFFENSE DETECTED 2 ☐ NO PROSECUTION		3 ☐ EXPIRATION DETERMINED 4 ☐ VICTIM/DEFENSE COOPERATION		5 ☐ JUVENILE HISTORY		
REPORTING OFFICER(S)		DATE		UNIT NUMBER		APPROVING OFFICER		DATE
POAGE JUSTIN W		06/06/2015 022140		2259		HOMER DAVID A		06/06/2015 045730
						FOLLOWUP INVESTIGATION ☐ YES ☐ NO		OFFICER

ADDITIONAL NARRATIVE

Agency Name: City of Columbia Police Department	ORI #: SC0400100	Report Date/Time: 08/05/2015 23:45	OCA #: 150015106

VICTIM STATES THAT THERE WERE TWO UNKNOWN MALE INDIVIDUALS GETTING INTO HIS WIFE'S FACE BEING AGGRESSIVE AND ATTEMPTING TO PUSH HER BACKWARDS WITH THERE CHEST. HE THEN STEPPED IN FRONT OF HER AND UNKNOWN SUBJECT 1 STRUCK HIM IN THE FACE AND A PHYSICAL ALTERCATION ENSUED BETWEEN A CROWD OF PEOPLE. DURING THE ALTERCATION, HE STATES THAT SUBJECT 2 (BRENT) THEN GRAB HIM AROUND HIS NECK AND NOT LETTING HIM GO. WHILE HE WAS GETTING HELD BY BRENT, HE STATES THAT SUBJECT 3 (AARON) STRUCK HIM IN THE FACE SEVERAL TIMES. VICTIM STATED THAT THE WILD WING BOUNCERS BROKE THE ALTERCATION UP BETWEEN THE CROWD AND ESCORTED HIM OUTSIDE THE BUILDING. R/O OBSERVED THE VICTIMS RIGHT EYE TO BE SWOLLEN, AND RED, A SMALL LACERATION ON THE TOP OF HIS NOSE, AND A SMALL LACERATION ABOVE HIS RIGHT EYE.

WITNESS 1 (JONI) STATED THAT THE ALTERCATION OCCURRED AT THE FRONT OF THE STAGE AREA INSIDE THE BUSINESS. JONI STATES THAT AN UNKNOWN MALE WAS IN FRONT OF THE VICTIMS WIFE FACING HER AND THEY WERE CONVERSATING BUT COULD NOT TELL WHAT WAS BEING SAID. RICHARD THEN GOT IN BETWEEN THEM AND THE UNKNOWN SUBJECT 1 STRUCK HIM IN THE FACE AND A LARGE ALTERCATION ENSUED BETWEEN MULTIPLE PEOPLE. JONI OBSERVED BRENT HOLDING RICHARD AROUND HIS NECK AND NOT LETTING GO. JONI TOLD HIM THAT HIS FACE WAS BLEEDING AND TO GET OFF OF HIM BUT HE REFUSED TO LET HIM GO AND THEN AARON STRUCK RICHARD IN THE FACE MULTIPLE TIMES AND THEN SECURITY BROKE UP THE ALTERCATION.

SUBJECT 2 (BRENT) TOLD R/O THAT HE WAS SECURITY FOR THE BAND THAT WAS PLAYING AT THE INCIDENT LOCATION AND OBSERVED RICHARDS WIFE INVOLVED WITH A VERBAL ALTERCATION WITH A FEW UNKNOWN MALES. THEN HE STATED THAT A PHYSICAL ALTERCATION ENSUED INVOLVING SEVERAL INDIVIDUALS INCLUDING RICHARD AND HIS WIFE. BRENT TOLD R/O THAT THE ALTERCATION STARTED TO WORK ITS WAY CLOSER TO THE STAGE AREA WHEN THE BAND WAS AT AND HE TRIED TO BREAK UP THE ALTERCATION BUT FAILED TO DO SO. BRENT STATED THAT RICHARD ATTEMPTED TO CONTINUE TO FIGHT OTHER INDIVIDUALS. BRENT THEN GRABBED RICHARD AROUND HIS NECK AND ARM WITH HIS ARM AND HOLD HIM BACK SINCE HE BELIEVED HE WAS BEING AN AGGRESSOR. RICHARD THEN GRABBED A BOTTLE OFF OF A TABLE AND ATTEMPTED TO STRIKE HIM WITH IT. BRENT STATED THAT HE RELEASED RICHARD WHEN WILD WINGS SECURITY ARRIVED TO BREAK THE ALTERCATION UP.

WITNESS 3 (COLBY) STATED THAT HE OBSERVED A LARGE SCUFFLE INVOLVING MULTIPLE PEOPLE AND OBSERVED BRENT HOLDING RICHARD AROUND HIS NECK AND ARM WITH THE ATTEMPT TO RESTRAINING HIM BUT WITH NO INTENTIONS ON TRYING TO HURT HIM IN ANY WAY. COLBY ALSO TOLD R/O THAT BRENT LET GO OF RICHARD AS SOON AS WILD WING SECURITY ARRIVED AND HE WAS ONLY DOING HIS JOB AS SECURITY FOR THE BAND DUE TO WHERE THE ALTERCATION WAS TAKING PLACE AT THE STAGE AREA.

SUBJECT 3 (AARON) TOLD R/O THAT HE OBSERVED THE ALTERCATION AND SCUFFLE AND THEN OBSERVED BRENT RESTRAINING RICHARD AND STEPPED IN AND ASKED IF BRENT WAS OK. R/O ATTEMPTED TO ASK AARON SEVERAL TIMES WHAT ELSE OCCURRED AND WHAT HIS INVOLVEMENT WAS HE TOLD R/O SEVERAL TIMES THAT HE DOESNT REMEMBER ANYTHING AFTER ASKING BRENT IF HE WAS OK.

WITNESS 2 (JEFF) STATED THAT HE OBSERVED RICHARDS WIFE INVOLVED IN A VERBAL ALTERCATION (THE AGGRESSOR) WITH ANOTHER UNKNOWN INDIVIDUALS AND OBSERVED RICHARD CONFRONTING THE UNKNOWN INDIVIDUAL AND THEN THE ALTERCATION ENSUED. STATED THAT HE DID NOT SEE AARON STRIKE ANYBODY AND STATED THAT AARON AT ONE POINT WAS ATTEMPTING TO BREAK THE ALTERCATION UP.

R/O OBSERVED RICHARD BLEEDING FROM THE RIGHT SIDE OF HIS FACE, OBSERVED BLOOD ON THE FRONT OF BRENTS PANTS, AND OBSERVED BLOOD ON AARONS HANDS. R/O SPOKE TO MULTIPLE PEOPLE WHO STATED THAT RICHARDS WIFE, AND HIM INSTIGATED THE ALTERCATION AND R/O WAS ALSO TOLD BY MULTIPLE PEOPLE THAT SUBJECT 1 INSTIGATED THE ALTERCATION AND STRUCK RICHARD FIRST. R/O WAS ALSO INFORMED THAT THE ALTERCATION APPEARED TO BE MUTUAL COMBATANTS. R/O ATTEMPTED TO GET SEVERAL PEOPLES INFORMATION FOR THIS REPORT BUT TOLD R/O THAT THEY DID NOT WANT TO BE APART OF THIS REPORT. RICHARD IS CLAIMING THAT AARON ASSAULTED HIM WHILE BRENT WAS HOLDING HIM AND THAT BRENT ASSAULTED HIM BY PLACING HIS ARM AROUND HIS NECK. RICHARDS STATES THAT IT WAS UNWARRANTED.

Exhibit 2

Plaintiff's Motion to Compel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

COURT OF COMMON PLEAS FOR THE
STATE OF SOUTH CAROLINA
FOR THE COUNTY OF RICHLAND
THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	CIVIL ACTION NO.:
Vista Wings, LLC d/b/a	)	2016-CP-40-07109
Wild Wings Cafe - Columbia,	)	
Brent Weston, and Aaron	)	
Miller,	)	
	)	
Defendant.	)	

DEPOSITION OF: CHRIS SEIPLE

DATE: Friday, October 6, 2017

TIME: At 9:34 A.M.

LOCATION: LAW OFFICES OF:
Sweeny Wingate & Barrow
1515 Lady Street
Columbia, SC 29201

TAKEN BY: Counsel for the Defendant

REPORTED BY: Brittany Van Nort, Court
Reporter and Notary Public

1 were about to go down, and you saw him grab Ricky?

2 A. I seen him grab Ricky when I -- I
3 grabbed the guy. He grabbed Ricky. He could have
4 been very well being like me and keeping the stuff
5 from escalating.

6 Q. Gotcha. But then next thing you know,
7 you get --

8 A. I'm -- I'm away.

9 Q. And after that it's fair to say it's
10 hard for you to recollect anything else that went
11 on around you?

12 A. Right.

13 Q. Okay. And do you recall if your sister
14 was put in handcuffs for any reason that night?

15 A. I don't know. I want to say maybe a
16 cop was talking with her, but I don't know if she
17 was put in cuffs.

18 Q. Okay. That's all I got.

19 CROSS-EXAMINATION

20 BY MR. MANN:

21 Q. Chris, I have a couple questions for
22 you. The gentleman that was sitting on top of the
23 booth in front of you, did he appear to be
24 intoxicated to you?

25 A. Oh, severely.

1 Q. Severely intoxicated?

2 A. Yes. Words slurring, very loud,
3 obnoxious. He is -- he was loud in front of us
4 before we even asked him to sit down, because he
5 was -- we couldn't even hear the music because he
6 was sitting there loud with a couple of his friends
7 right there.

8 Q. Do you know if he was being served
9 drinks by Wild Wing that night?

10 A. I mean I'm going to assume yes.

11 Q. Did you see a waitress come and go from
12 his table?

13 A. Of course.

14 Q. Did you see them bring any drinks to
15 the table that night?

16 A. I mean I guess I didn't really pay
17 attention to whether drinks were coming there, but
18 I did see server coming.

19 Q. Okay. Anybody else in that group
20 appear to be intoxicated?

21 A. The guy that was sitting beside him was
22 definitely intoxicated. He -- I mean I could pick
23 him out. He was a pretty muscular guy, military
24 type looking. I want to say he wasn't originally
25 in the group. He just kept walking over, and I

Exhibit 3

Plaintiff's Motion to Compel

1	STATE OF SOUTH CAROLINA	) THE COURT OF COMMON PLEAS
2	COUNTY OF RICHLAND	) THE FIFTH JUDICIAL CIRCUIT
3		
4	RICHARD A. FINAN,	) C.A. NO.: 2016-CP-40-07109
5		)
6	Plaintiff,	)
7		)
8	V.	) Deposition of
9	VISTA WINGS, LLC d/b/a WILD	) JONI WILLIAMSON
10	WINGS CAFÉ - COLUMBIA, BRENT	) August 3, 2017
11	WESTON, AND AARON MILLER,	)
12		)
13	Defendants.	)
14	_____	)

16 Deposition on oral examination of JONI WILLIAMSON,
 17 reported by Lisa F. Huffman, Court Reporter and Notary
 18 Public in and for the State of South Carolina; said
 19 deposition taken pursuant to notice of deposition, by
 20 agreement and in accordance with South Carolina Rules of
 21 Civil Procedure, at Rogers Lewis Jackson Mann & Quinn,
 22 LLC, 1901 Main Street, Suite 1200, Columbia, South
 23 Carolina, on August 3, 2017, at the hour of 12:33 p.m.

1 Q. Start from the beginning.

2 A. Okay. We went that night to go hear Ricky Young
3 sing, who I also went to school with who I'm also
4 friends with, so it makes it a little difficult.
5 I've known this Ricky, obviously, longer than I've
6 known Ricky Young. Anyway, we went out, me and
7 Daisy and Jacob. I had refused to let them be
8 involved because at the time they were in my
9 consideration to be minors, so I didn't feel their
10 statement was necessary. So we went out. We ate.
11 We watched the band a while, and as we were going
12 to leave we saw Ricky, Richard Finan, and Amber and
13 his brother-in-law, Chris, and his wife Stephanie.
14 We just saw them as we were leaving.

15 Q. And you know them as well?

16 A. Yes, yes.

17 Q. Grew up with all of them?

18 A. Well, I grew up with Mr. Finan, but not with
19 everybody else. We're related to them -- well,
20 we're not related to them. We're related to their
21 cousins. So it -- we're always together, all of us
22 --

23 Q. You know, they say in South Carolina everybody is
24 related.

25 A. Everybody is always related. So, anyway, we were

1 going to leave and we saw them, so we stopped to
2 talk a while. And we were just kind of talking,
3 you know, like, hey, what you been up to, you know,
4 whatever. And come to find out, they had won
5 this little thing and they were in this booth to
6 watch the concert, so they were there just like we
7 were. And Mr. Finan and I were talking, and we
8 were all just kind of hanging out and was -- we
9 were having a good time. And somebody said
10 something to his wife. I'm not exactly sure what
11 happened, because we were just kind of talking. He
12 says, "Hang on a second, let me see what's going
13 on." So he walks over and says, "Hey, are you
14 talking to my wife?" Or what are you saying to my
15 wife or something. But it was loud, so you
16 couldn't really hear. And the next thing I know he
17 gets punched. And I thought what in the world is
18 happening, like what's going on. So I immediately
19 turn to my children and I said get in the booth.
20 Now, they're 16 and 18 at the time, so they weren't
21 like children.

22 Q. Who's the 18, Daisy?

23 A. Daisy. Yeah, because she was -- either she was
24 just about to be 18 -- no, she had to have been 18.

25 Q. This is a couple of years ago.

1 A. Yeah, she --
2 Q. Is she 19 now?
3 A. She will be 20, so she was about to be 18 then.
4 But, see, we get our name on the door a lot of
5 times to come see Ricky Young because we're
6 friends. And I'll send him a message, hey, put our
7 name on the door, and he will. So that's how I get
8 them into places all the time. But, anyway, this
9 was actually Jacob's first outing with us to go see
10 Ricky sing. So I pushed them back in the booth. I
11 turn around, and by the time I turn around Mr.
12 Finan was in a headlock and -- somebody had him in
13 a headlock and some other guy was punching him and
14 it just -- it went crazy from there. And I was
15 screaming, "Please let him go. He's bleeding."
16 And he was bleeding everywhere. I said, "Please
17 let him go. Please let him go. If you let him go,
18 I'll take him out of the bar." I just kept saying,
19 "If you let him go I will take him out of the bar."
20 And the guy said, "I'm not letting him go." And I
21 said, "You got to -- he's bleeding all over the
22 place. You have to let him go." And he just kept
23 hollering to me, "I'm not letting him go." So hope
24 I don't get charged with anything. I started
25 grabbing whatever I could to throw at this fellow

1 to let him go, because Ricky's face was so red and
2 so blue from them holding him he couldn't breathe,
3 and I was just throwing whatever: bottles, cups,
4 whatever I had in my hands to let him go. Because
5 I knew if I got him away from him that I could take
6 him outside and everything would be fine. And so
7 we went out. After everything got crazy and cops -
8 - I guess cops were in. I'm not sure if the cops
9 came in or not, but we all went outside eventually.
10 And a cop did take my son back inside to identify
11 the man. Because one guy was holding Ricky and one
12 guy was punching him. There were two. They were
13 tag teaming up on him. Now, I don't know what was
14 going on with Chris. A bunch of them jumped on
15 him, but he's a big old guy, so I don't care about
16 what was going on with him. I was caring about
17 Ricky because he was standing in front of me, and
18 that's what I was looking at.

19 Q. Sure.

20 A. So my son goes back inside with the cop to find the
21 guy that was punching him, because he was wearing a
22 flannel shirt. And they came back out with Ricky's
23 sunglasses that he lost and the flannel shirt that
24 was on the ground. The guy had peeled his shirt
25 off and bailed. I don't know even know who these

1 people are, so.

2 Q. So the guy that was holding him and the guy that
3 was punching him, you never saw them again?

4 A. Yeah, I've seen him a lot through the years. I'm
5 fairly positive, and I feel like that's him, but
6 are you Brent?

7 MR. WESTON: Uh-huh.

8 THE WITNESS: Yeah. Because you go with
9 Ricky Young a lot, right?

10 MR. WESTON: Yeah, he's one of my best
11 friends.

12 A. Yeah. But, I mean, so I know it was him because
13 I've been to several of these concerts. And, like
14 I said, I feel bad because I know everybody.

15 Q. Sure.

16 A. But it was complete chaos.

17 Q. The other guy that was punching Ricky, have you
18 seen him since?

19 A. No. I don't know who he was.

20 Q. Has anyone told you that any of these people were
21 employed with Wild Wings?

22 A. No, I don't know who they were with.

23 Q. Right.

24 A. I've just seen him at several of Ricky Young's
25 concerts. That's how I know him. That's how I

Exhibit 4

Plaintiff's Motion to Compel

- 1 Q. You mean showing that you didn't have any marks on
- 2 your hands indicating you had --
- 3 A. Been an aggressor, that's correct.
- 4 Q. Well, I mean, you still could have punched someone
- 5 and not had a mark on your hand, couldn't you?
- 6 MR. BLAKE: Object to the form.
- 7 A. Doubtfully.
- 8 Q. So that's the purpose of that; is that correct?
- 9 A. That's correct.
- 10 Q. Number 2 shows the injuries to your face.
- 11 A. Yeah.
- 12 Q. And it looks mostly to your right eye. I see some
- 13 other marks, but that looks to be the most
- 14 dramatic; is that correct?
- 15 A. My eye?
- 16 Q. Yeah, your right eye.
- 17 A. It looks to be the worst part, yeah.
- 18 Q. Now, you got a little band-aid above that. Did
- 19 that require stitches?
- 20 A. I don't remember if I got stitches or not.
- 21 Q. I don't see a scar on your --
- 22 A. There is a scar. It's covered by eyebrow.
- 23 Q. Do you know if that scar was there before this
- 24 incident?
- 25 A. No, it was not.

- 1 Q. So you don't know if you got stitches?
- 2 A. I don't recall.
- 3 Q. Who would have put the stitches in?
- 4 A. It probably would have been Doctors Care. That's
- 5 who I first went to. But I think they just put
- 6 steri-strips on it.
- 7 Q. Number 3 looks like your right hand; is that right?
- 8 A. Yeah.
- 9 Q. Now, it looks like there are a couple abrasions on
- 10 two knuckles. Am I missing something?
- 11 A. No.
- 12 Q. Is that two abrasions on your knuckles?
- 13 A. No.
- 14 Q. You don't think that is? They're red marks.
- 15 A. I don't think so.
- 16 Q. These are not red marks?
- 17 A. They're slightly redder than the rest of my hand.
- 18 Q. Right. And how did that happen?
- 19 A. I don't know.
- 20 Q. Did you land a punch with your right hand?
- 21 A. I did not.
- 22 Q. What's the ring signify? What is that? Is that S?
- 23 A. It's a Superman ring.
- 24 Q. On number 4 you made a fist; is that right?
- 25 A. That's correct.

- 1 Q. And what's the purpose of that photo?
- 2 A. Just showing my fist and knuckle showing that
- 3 they're not busted, bloody or anything like that.
- 4 Q. Number 5 it looks like that's a mark to your back?
- 5 A. It's an abrasion on my back.
- 6 Q. Do you remember when she took these, in terms of
- 7 the incident? Was it that day, that night, the
- 8 next day?
- 9 A. I believe it may have been the next day.
- 10 Q. And why did you have her take these photographs?
- 11 A. I had her take the photographs as evidence in case
- 12 I wanted to file charges against these people. I
- 13 wanted to have some sort of evidence or proof as to
- 14 what happened.
- 15 Q. Sure. Or bring a lawsuit, right?
- 16 A. It wasn't my intentions at the time, no.
- 17 Q. Number 6, your left knuckles. That's again to show
- 18 that you didn't have any abrasions on them?
- 19 A. That's correct.
- 20 Q. Number 7, your left hand?
- 21 A. Yes.
- 22 Q. The same reason?
- 23 A. Yes, sir.
- 24 Q. Eight is a photograph of mostly on the right side
- 25 of your face; is that correct?

1 A. Yes, sir.

2 Q. Nine, what are we looking at here? Why did you

3 take this one?

4 A. My neck.

5 Q. And what does that show us?

6 A. The bruising on my neck from being strangled.

7 Q. Did you ever pass out or get unconscious as a

8 result of --

9 A. Nearly.

10 Q. But I mean either you did or didn't. That's my

11 question.

12 A. Nearly. I almost passed out.

13 Q. Nearly, meaning you did not?

14 A. I did not.

15 Q. Okay. Number 10, what are we looking at here?

16 A. My neck.

17 Q. Number 11?

18 A. Neck and chin.

19 Q. Same thing. Number 12, what are we looking at?

20 A. My back.

21 Q. That's on the right side of your back?

22 A. That's correct.

23 Q. Same thing on 13, correct?

24 A. Yes, sir.

25 Q. Fourteen is your chest right below your left

Exhibit 5

Plaintiff's Motion to Compel

2

Verizon LTE

1:46 PM



June 6, 2015

10:26 AM

Details



PHOTOS 019



Record 270

5

●●●●● Verizon LTE

1:46 PM



June 6, 2015

1:59 AM

Details



PHOTOS 022



Record 271



P



June 6, 2015

1:56 AM

Details



PHOTOS 025



Record 272



June 6, 2015

1:57 AM

Details



PHOTOS 028



Record 273



(12)



June 6, 2015

1:59 AM

Details



PHOTOS 029





June 6, 2015

1:59 AM

Details



PHOTOS 030



Record 275

Exhibit 6

Plaintiff's Motion to Compel

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

RICHARD A. FINAN,

CIVIL ACTION NO.:

Plaintiff,

v.

VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA; BRENT WESTON; and
AARON MILLER.

Defendants.

**PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO VISTA
WINGS, LLC d/b/a WILD WING
CAFÉ—COLUMBIA, THE VISTA**

**TO: THE DEFENDANT VISTA WINGS, LLC d/b/a WILD WING CAFÉ—COLUMBIA,
THE VISTA:**

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Plaintiff hereby serves upon Vista Wings, LLC d/b/a Wild Wing Café—Columbia, The Vista, the following written First Set of Interrogatories to be answered separately and in writing within the time allowed under the Rules after the service of these Interrogatories:

DEFINITIONS

A. The terms "YOU", "YOUR", or "WILD WING CAFE", mean Vista Wings, LLC d/b/a Wild Wing Café—Columbia, The Vista and its agents, representatives, or other individuals who work or act on behalf of it either directly or indirectly.

B. The term "PERSON" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, an LLC, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

C. The term "DOCUMENT" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, produced or reproduced by any means, including all "ESI". The term "document" includes, but is not limited to, all records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices.

The term "document" also includes every other means by which information is recorded or transmitted, including, but not limited to, photographs, videotapes, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

D. The term "ELECTRONICALLY STORED INFORMATION" ("ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage or stored either via a remote system, back-up system, hard drive or tape of any kind.

1. The term "metadata" is used in these discovery requests to include information embedded in a "native file" that is not ordinarily viewable or printable from the application that generated, edited, or modified such "native file"; and information generated automatically by the operation of a computer or other information technology system when "native file" is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

2. The term "native file(s)" and/or "native form" means "ESI" in the electronic format of the application in which such "ESI" is normally created, viewed and/or modified.

3. "Static Image(s)" means a representation of "ESI" produced by converting a "native file" into a standard image format capable of being viewed and printed on standard computer systems. In the absence of agreement of the parties or order of Court, a "static image" should be provided in Portable Document Format (PDF). If load files were created in the process of converting "native files" to "static images", or if load files may be created without undue burden or cost, load files should be produced together with "static images".

E. The phrase "possession, custody or control" means a "document" or "ESI" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document or ESI on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document or ESI on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document or ESI.

F. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the interrogatory.

G. References to the singular include the plural, and references to the plural include the singular.

H. The past verb tense includes the present verb tense, and the present verb tense includes the past tense.

I. The "PREMISES" means the real property located at 729 LADY STREET, COLUMBIA, SC 29201.

J. A DOCUMENT or ESI that "RELATES TO" any given subject means any document or ESI that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents or ESI concerning the preparation of other documents or ESI.

K. The "INCIDENT" refers to June 5, 2015 when the Plaintiff was physically assaulted at the PREMISES.

INSTRUCTIONS

A. When the phrase "DESCRIBE IN DETAIL" or "SPECIFICALLY STATE" is employed in these interrogatories, please supply a full description and narrative account of the act, transaction, relationship, thing, or occurrence inquired into, and include references to the dates, places, and persons involved as well as disposition of the matter, if applicable.

B. When the term "IDENTIFY" is used in these interrogatories, please supply the following information as the context requires:

1. When "IDENTIFY" is used with reference to a natural person, please state his or her full name, present or last known address and telephone number, email address, and present or last known position or business affiliation;

2. When "IDENTIFY" is used with respect to any other entity, please state its full name, the address of its principal place of business, and the names of its principals;

3. When "IDENTIFY" is used with respect to a document or ESI, please state the name or title of the document or ESI, the type of document or ESI (e.g., letter, memorandum, telegram, chart, etc.), its date, the person(s) to whom it was addressed, and the person(s) to whom it was sent. If any such document or ESI was but is no longer in your possession or subject to your control, state what disposition was made of it, and explain the circumstances surrounding, and the authorization for, such disposition, and state the date or approximate date thereof; and

4. When "IDENTIFY" is used with respect to any non-written communication, please identify the natural person(s) making and receiving the communication, their respective principals or employers at the time of the communication, the date, manner, and place of the communication, and the substance of the communication.

C. Pursuant to the South Carolina Rules of Civil Procedure and law, these Requests shall be deemed continuing so as to require supplemental responses prior to trial.

D. If any information is withheld by you based upon a claim that it is privileged or subject to protection as trial preparation material, provide a separate privilege log separately describing the nature of each document, ESI, communication, or thing not produced or disclosed by you.

E. Unless otherwise stated, the applicable time period for each interrogatory below is from June 1, 2010 to present.

RULE 33(B) STANDARD INTERROGATORIES

1. Give the names and addresses of PERSONS known to you to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. For each PERSON known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

3. Set forth a list of photographs, plats, sketches, or other prepared DOCUMENTS and/or ESI in your possession that relate to the claim or defense in this case.

4. Set forth the names and addresses of all insurance companies which may have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved, the amount or amounts of liability coverage provided in each policy.

5. Set forth an itemized statement of all damages claimed to have been sustained by YOU in your counterclaim, if any.

6. List the names and addresses of any expert witnesses whom you propose to use as a witness at the trial of the case.

7. If WILD WING CAFE is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

GENERAL INTERROGATORIES

8. IDENTIFY all members of Vista Wings, LLC, managing or otherwise, from January 1, 2010 until the present, and state his or her percent of ownership interest.

9. IDENTIFY each employee, servant or agent of YOU that entered upon the PREMISES and acted as either a bartender, a server, or a security employee or contract laborer on the day and night of June 5, 2015 along with each PERSON'S respective role on that night.

10. DESCRIBE IN DETAIL all policies or procedures that bartending employees are expected to abide by in the performance of their duties.

11. SPECIFICALLY STATE any and all training or instruction that YOU provide bartenders or servers pertaining to the service of alcoholic beverages.

12. IDENTIFY all lawsuits in which WILD WING CAFÉ was a named party in the past five years.

13. DESCRIBE IN DETAIL any and all terminations or adverse employment actions taken against a bartender or server of WILD WING CAFÉ in the last five years which relate in any manner to the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual, including the name of the bartender or server and the date of the termination or adverse employment action.

14. DESCRIBE IN DETAIL any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of WILD WING CAFÉ in the last five years and the circumstances surrounding each respective termination or adverse employment action, including the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

15. Give the names of each PERSON who was performing work at the PREMISES in a bartending and/or security capacity on the night of June 5, 2015, who hired, trained or supervised those individuals, and DESCRIBE IN DETAIL the results of any criminal background check or other investigation you performed to determine their qualifications to perform the work.

16. SPECIFICALLY STATE the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at WILD WING CAFÉ in the last three years.

17. IDENTIFY each insurance claim YOU have made in connection with any personal injury occurring on the PREMISES in the last five years.

18. DESCRIBE IN DETAIL the facts surrounding any relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between YOU and either:

- a) any of the Defendants named in this action; and
- b) any PERSON identified in Interrogatory number 1.

19. IDENTIFY each PERSON responsible for the implementation of YOUR policies and procedures that relate to bartending employees, security of the premises, or music events on the PREMISES.

20. Did the INCIDENT on June 5, 2015 result in any sort of internal incident report at WILD WING CAFÉ?

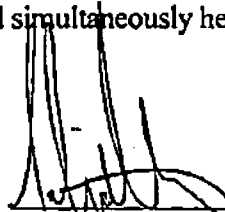
21. IDENTIFY all communications or DOCUMENTS exchanged between YOU and BRENT WESTON or AARON MILLER.

22. Do YOU contend that any other Defendant in this action contributed to the INCIDENT? If so, DESCRIBE IN DETAIL the factual basis of YOUR contention.

23. IDENTIFY all communications or DOCUMENTS exchanged between YOU and any governmental or regulatory body that relate to the INCIDENT.

24. IDENTIFY YOUR net profits in 2011, 2012, 2013, 2014, and 2015.

25. IDENTIFY the names of all persons who assisted in responding to these interrogatories or the requests for production served simultaneously herewith.



Jenkins M. Mann

Shaun C. Blake

Colton Driver

ROGERS LEWIS JACKSON MANN & QUINN, LLC

1330 Lady St., Suite 400

Columbia, SC 29201

Tel.: (803) 256-1268

Fax: (803) 252-3653

Email: jmann@rogerslewis.com

sblake@rogerslewis.com

cdriver@rogerslewis.com

December 1, 2016
Columbia, SC

Attorneys for Plaintiff

Exhibit 7

Plaintiff's Motion to Compel

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RICHARD A. FINAN,

Plaintiff,

v.

VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA; BRENT WESTON; and
AARON MILLER.

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO.:

**PLAINTIFF'S FIRST SET OF
REQUESTS FOR PRODUCTION TO
VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA**

**TO: DEFENDANT VISTA WINGS, LLC d/b/a WILD WING CAFÉ—COLUMBIA, THE
VISTA:**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Plaintiff hereby serves upon each of the Defendants above named the following written First Set of Requests for Production to be answered separately and in writing within the time allowed under the Rules after the service of these Requests:

DEFINITIONS

A. The terms "YOU" or "YOUR" means the Defendant named herein for and on behalf of whom the answers below are provided, including its agents, representatives, or other individuals who work or act on behalf of it either directly or indirectly.

B. The term "PERSON" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

C. The term "DOCUMENT" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, digitized produced or reproduced by any means, including all "ESI". The term "document" includes, but is not limited to, all records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, text messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information

is recorded or transmitted, including, but not limited to, photographs, videotapes, digital video or audio files, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

D. The term "ELECTRONICALLY STORED INFORMATION" ("ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored or transmitted, including but not limited to YOUR social media activity on Facebook or any other outlet in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage or stored either via a remote system, back-up system, hard drive or tape of any kind.

1. The term "metadata" is used in these discovery requests to include information embedded in a "native file" that is not ordinarily viewable or printable from the application that generated, edited, or modified such "native file"; and information generated automatically by the operation of a computer or other information technology system when "native file" is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

2. The term "native file(s)" and/or "native form" means "ESI" in the electronic format of the application in which such "ESI" is normally created, viewed and/or modified.

3. "Static Image(s)" means a representation of "ESI" produced by converting a "native file" into a standard image format capable of being viewed and printed on standard computer systems. In the absence of agreement of the parties or order of Court, a "static image" should be provided in either Tagged Image File Format (TIFF, or .TIF files) or Portable Document Format (PDF). If load files were created in the process of converting "native files" to "static images", or if load files may be created without undue burden or cost, load files should be produced together with "static images".

E. The phrase "possession, custody or control" means a "document" or "ESI" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document or ESI on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document or ESI on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document or ESI.

F. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the request.

G. References to the singular include the plural, and references to the plural include the

singular.

H. The past verb tense includes the present verb tense, and the present verb tense includes the past tense.

I. The "PREMISES" means the real property located at 729 Lady Street, Columbia, SC 29201.

J. A DOCUMENT or ESI that "RELATES TO" any given subject means any document or ESI that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents or ESI concerning the preparation of other documents or ESI.

K. The "INCIDENT" means Plaintiff's June 5, 2015 injuries via assault at the PREMISES.

L. The term "COMPLAINT" refers to the Complaint clocked in by the Richland County Clerk of Court on December 1, 2016.

M. The term "WITNESS STATEMENT" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any PERSON who is identified by any person as a witness to the case or who YOU reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

INSTRUCTIONS

A. Pursuant to the South Carolina Rules of Civil Procedure and law, these Requests shall be deemed continuing so as to require supplemental responses prior to trial.

B. If any information is withheld by YOU based upon a claim that it is privileged or subject to protection as trial preparation material, identify each DOCUMENT, communication, or thing not produced or disclosed by YOU by name, date, type, and number of pages in a privilege log to be served along with these responses, including enough information about each in the privilege log to enable the PLAINTIFF to determine the nature of privilege(s) YOU claim for each DOCUMENT, communication, or thing.

C. Unless stated otherwise below, the applicable timeframe for the requested materials is for those items created, modified, transmitted, or stored from January 1, 2010 to present.

D. If a Defendant chooses to respond to these requests jointly with one more other Defendant, and the response is not intended to be made by all Defendants, specifically identify the response of each Defendant to the request.

REQUESTS FOR PRODUCTION

1. All DOCUMENTS or tangible things identified, alluded to, or listed in YOUR responses to any party's interrogatories or requests for production of documents.
2. All DOCUMENTS YOU reviewed, referenced, or relied upon in order to respond to any discovery requests.
3. All DOCUMENTS or tangible things that YOU may mark as an exhibit, introduce into evidence, or which YOU may otherwise rely on in the trial of this case or any deposition in this case.
4. All DOCUMENTS or tangible things created by, reviewed by, or relied upon by any of YOUR expert witnesses, whether or not the DOCUMENT or tangible thing will be used at trial, including all drafts of any expert report created by that expert witness in analyzing any aspect of the allegations contained in the COMPLAINT.
5. All DOCUMENTS that RELATE TO lay WITNESS STATEMENTS or other writings summarizing or containing statements made by YOU, made to YOU, or received by YOU from a source, excluding those DOCUMENTS produced to YOU by PLAINTIFF solely during the course of discovery in this action, including taped or recorded conversations with any person, written witness notes, or recorded WITNESS STATEMENTS that relate to the matters referenced in the COMPLAINT.
6. All DOCUMENTS and AGREEMENTS exchanged between YOU and any other Defendant in this action.
7. All DOCUMENTS that constitute all or a portion of any AGREEMENT between YOU and any other Defendant in this action, including a copy of any checks written to any Defendant in this action for services rendered.
8. Any DOCUMENT serving as an internal incident report for any assaults or assault-related offenses on the PREMISES for the five years leading up to the incident.
9. A current curriculum vitae for any expert witness YOU intend to provide testimony or use for trial.
10. All insurance policies RELATED TO, or which may provide coverage, to YOU or any other Defendant for the matters alleged in this action.
11. All DOCUMENTS RELATED TO the hiring, retention or supervision of each PERSON hired, retained, supervised or otherwise engaged, by YOU or any third party, to perform security or bartending work at the PREMISES.
12. All DOCUMENTS RELATING TO any background checks, reference checks or other employment screens you performed, for PERSONS hired, retained, supervised or otherwise

engaged, by YOU or any third party, to perform work at the PREMISES on the night of June 5, 2015.

13. All DOCUMENTS RELATED TO YOUR policies and procedures for the hiring, retention or supervision of PERSONS at the PREMISES.

14. Any policies or procedures specifically RELATED TO bartending or security work for YOU.

15. Any employee handbook provided to your bartenders, servers, and/or security personnel.

16. All DOCUMENTS RELATED TO any claim of personal injury on the PREMISES in the last five years.

17. All DOCUMENTS RELATED TO the relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between YOU and any of the Defendants named in this action.

18. All DOCUMENTS RELATED TO any complaint, grievance, police report, citation, fine, reprimand, or lawsuit that YOU have received or know of regarding assaults on the PREMISES in the past 10 years.

19. All DOCUMENTS which you contend demonstrate or evidence that any other Defendant in this action contributed to the INCIDENT.

20. All DOCUMENTS that constitute YOUR articles of incorporation or articles of organization and any amendments thereto.

21. All DOCUMENTS that constitute YOUR operating agreement and any amendments thereto.

22. All DOCUMENTS constituting or RELATED TO your tax returns for the years 2011, 2012, 2013, 2014, and 2015.

23. All DOCUMENTS that demonstrate or RELATE TO your assets and liabilities for the years 2011, 2012, 2013, 2014, and 2015, including any balance sheets.

24. All DOCUMENTS that demonstrate or RELATE TO your statement of cash flow for the years 2011, 2012, 2013, 2014, and 2015.

25. All DOCUMENTS that demonstrate or RELATE TO YOUR profit and loss statement for the years 2011, 2012, 2013, 2014, and 2015.

26. All DOCUMENTS constituting any K-1 issued to YOUR members for 2011, 2012, 2013, 2014, and 2015.

27. All DOCUMENTS relating to any litigation hold implemented by YOU in response to the INCIDENT.

28. All DOCUMENTS that RELATE TO any communications between YOU and your insurance company as a result of the INCIDENT.

29. All DOCUMENTS that RELATE TO any communications or exchanges between YOU and any expert witness that YOU expect to call as a witness for trial.

30. All DOCUMENTS that RELATE to the ownership or lease of any property that YOU occupy.

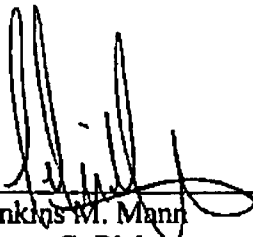
31. All DOCUMENTS that RELATE TO any lawsuits, charges, arrests, regulatory actions, licensing actions, governmental or administrative complaints, or other civil or criminal allegations or proceedings against YOU from January 1, 2005 to present.

32. All DOCUMENTS listing the directors and/or officers of any Defendant that is a limited liability company.

33. All DOCUMENTS that YOU contend depict YOUR compliance with the corporate formalities for any Defendant that is a limited liability company.

34. All DOCUMENTS that show or RELATES TO the compensation, including salaries, bonuses, incentive pay, and benefits paid to YOU or YOUR employees, officers, and directors.

35. All DOCUMENTS, receipts, or other records of purchases on the night of the INCIDENT in the name of the PLAINTIFF or of any DEFENDANT.


Jenkins W. Mann
Shaun C. Blake

ROGERS LEWIS JACKSON MANN & QUINN, LLC
1330 Lady St., Suite 400
Columbia, SC 29201
Tel.: (803) 256-1268
Fax: (803) 252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com

Attorneys for Plaintiff

December 1
~~October~~, 2016
Columbia, SC

Exhibit 8

Plaintiff's Motion to Compel

AFFIDAVIT OF SERVICE

State of South Carolina

County of Richland

Common Pleas Court

Case Number: 2016-CP-40-07109



SLW2016000152

Plaintiff:

Richard A. Finan

vs.

Defendant:

Vista Wings, LLC, d/b/a Wild Wing Cafe - Columbia, Brent Weston, and Aaron Miller

For: Rogers Lewis Jackson Mann & Quinn, LLC

Received by Carolina Investigative Associates, LLC to be served on Vista Wings, Llc D/B/A Wild Wing Cafe - Columbia Registered Agent, CT Corporation System, 2 Office Park Court, Columbia, SC 29223. I, Greg Jones, being duly sworn, depose and say that on the 6th day of December, 2016 at 2:50 p.m., executed service by delivering a true copy of the Civil Action Coversheet; Summons; Complaint; Plaintiff's First Set of Requests For Production To Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, The Vista; Plaintiff's First Set of Interrogatories to Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, The Vista; in accordance with state statutes in the manner marked below:

☒ CORPORATE SERVICE: By serving (Name of person served) Pam Johnson (Title of person served) Assistant Secretary, who is authorized to accept service on behalf of the above referenced entity/individual.

☐ NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: _____

Age 50 Sex M ☒ Race White Height 5'4" Weight 160 Hair Brown Glasses Y ☒

AFFIDAVIT OF SERVICE For 2016-CP-40-07109

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 6
day of December, 2016 by the affiant who
is personally known to me.

Michael R. Roakes
NOTARY PUBLIC

My Commission expires: 4-25-17

STAMP/SEAL

[Signature]
PROCESS SERVER # _____
Appointed in accordance with State Statutes

Carolina Investigative Associates, LLC
1643 B Savannah Hwy.
#138
Charleston, SC 29407
(843) 595-4627

Our Job Serial Number: 2016000152

Exhibit 9

Plaintiff's Motion to Compel

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109
)
)

Plaintiff,)

v.)

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller)

Defendant.)

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S ANSWERS TO
PLAINTIFF'S INTERROGATORIES

**TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON
DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE
PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Answers to Interrogatories propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as obtained.

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

**Wild Wing Café Representative
c/o Sweeny, Wingate & Barrow**

Wild Wing Cafe is named as a Defendant in this case. A representative(s) will be identified to testify as to the facts and circumstances surrounding the incident.

Brent Weston
Address Unknown

Mr. Weston is a named defendant in this case. He is expected to testify as to the facts and circumstances surrounding the accident.

Aaron Miller
Address Unknown

Mr. Miller is a named defendant in this case. He is expected to testify as to the facts and circumstances surrounding the accident.

Richard Finan
Address Unknown

Mr. Finan is the Plaintiff in this case. He is expected to testify as to the facts and circumstances surrounding the accident.

Bradley Johnson
c/o Sweeny, Wingate & Barrow, P.A.

Mr. Johnson is an employee of Defendant and was a bartender on the night of the incident that is the subject of the Complaint. Defendant is in possession of a written statement by Mr. Johnson.

Santanna Griffin

Mr. Griffin is an employee of Defendant and was a manager on the night of the incident that is the subject of the Complaint. Defendant is in possession of a written statement by Mr. Griffin.

Defendants reserve the right to call as a witness, fact or expert, any other witness named by any other party to this case, whether withdrawn or not.

2. For each person known to the parties or counsel to be witnesses concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: See Answer to Interrogatory Number 1 above.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER:

**Employee Statements (3)
Cincinnati Insurance Policy
Vista Wings Articles of Incorporation
Lease Documents and Amendments
Bar Training Manual
Wild Wing Café Employee Handbook
Wild Wing Café Orientation Book
Wild Wing Café Server Training Materials
Wild Wing Café Train the Trainer Materials
Bartender Personnel Files**

4. Set forth the names and addresses of all insurance companies which have liability insurance coverages relating to the claim and set forth the number or numbers of policies involved and the amount or amounts of liability coverage in each policy.

ANSWER:

**The Cincinnati Specialty Underwriters Insurance Company
6200 S. Gilmore Road, Fairfield OH 45014
Policy Number: CSU0067621
Liability Coverage: \$1,000,000.00 per occurrence**

5. Set forth an itemized statement of all damages claimed to have been sustained by YOU in your counterclaim, if any.

ANSWER: Defendant has not asserted a counterclaim.

6. List the names and addresses of any expert witnesses whom you propose to use as a witness at the trial of the case.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

7. If the Wild Wing Cafe is improperly identified, give the proper identification and state whether Counsel will accept service of an amended summons and pleadings reflecting the correct information.

ANSWER: Defendant is properly identified.

8. Identify all members of Vista Wings, LLC, managing or otherwise, from January 1, 2010 until the present, and state his or her percent.

ANSWER: Defendant objects to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

9. Identify each employee, servant or agent of you that entered upon the premises and acted as either a bartender, a server, or a security employee or contract laborer on the day and night of June 5, 2015 along with each person's respective role on that night.

ANSWER:

Bartenders - Sara Boyer, James Bryan, Seth Franklin, Bradley Johnson, Alexandria Wilden

Door Staff - Marsden Cox, Taylor Hedgepath, Nicholas Packett

Servers - Haley Bennett, Frankie Caldwell, Cera Falls, Lauren Hedrick, Bree Keisler, Ashley Lombardo, Katherine Reeves, Donald Williams, Taylor Wolfrey

Hosts - Danielle DuPre, Lauren Mulligan, Beghan Paulo

Kitchen - Letitia Klines, Lorenzo Mitchell, Henry Robinson, Rome Washington, Darin White

Food Runner - Antoine Jacques, Tyler Micieli

Expeditor - Chadwick Palmer

Managers on Duty - Santanna Griffin, John Harper

10. Describe in detail all policies or procedures that bartending employees are expected to abide by in the performance of their duties.

ANSWER: Wild Wing Café Bar Facts Manual and Employee Handbook.

11. Specifically state any and all training or instruction that you provide bartenders or servers pertaining to the service of alcoholic beverages.

ANSWER: Wild Wing Café Bar Facts Manual.

12. Identify all lawsuits in which Wild Wing Café was a named party in the past five years.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

13. Describe in detail any and all terminations or adverse employment actions taken against a bartender or server of Wild Wing Café in the last five years which relate in any manner to the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual, including the name of the bartender or server and the date of the termination or adverse employment action.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

14. Describe in detail any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of Wild Wing Café in the last five years and the circumstances surrounding each respective termination or adverse employment action, including

the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

15. Give the names of each person who was performing work at the premises in a bartending and/or security capacity on the night of June 5, 2015, who hired, trained or supervised those individuals, and describe in detail the results of any criminal background check or other investigation you performed to determine their qualifications to perform the work.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Subject to and without waiving any objections, Defendant has identified these individuals and will provide the personnel files of the bartenders on duty that night upon entry of a confidentiality order, a proposed copy of which is being sent along with these responses.

Bartenders - Sara Boyer, James Bryan, Seth Franklin, Bradley Johnson, Alexandria Wilden

Door Staff - Marsden Cox, Taylor Hedgepath, Nicholas Packett

16. Specifically state the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at Wild Wing Café in the last three years.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence. Subject to

and without waiving any objections, the police responded to the event that is the subject of this accident.

17. Identify each insurance claim you have made in connection with any personal injury occurring on the premises in the last five years.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad in time and scope. Additionally, Defendants object to this Interrogatory on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence.

18. Describe in detail the facts surrounding any relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between you and either:

- a) Any of the Defendants named in this action; and
- b) Any person identified in Interrogatory number 1.

ANSWER:

(a) Neither Brent Weston nor Aaron Miller had any type of relationship with Vista Wings dba Wild Wing Café beyond that of patrons.

(b) See Answer to Interrogatory # 1.

19. Identify each person responsible for the implementation of your policies and procedures that relate to bartending employees, security of the premises, or music events on the premises.

ANSWER: The managers on duty that night were responsible for implementing all Wild Wing Café policies and procedures. The managers were Santanna Griffin and John Harper.

20. Did the incident on June 5, 2015 result in any sort of internal incident report at Wild Wing Café?

ANSWER: Upon information and belief, no.

21. Identify all communications or documents exchanged between you and Brent Weston or Aaron Miller.

ANSWER: None.

22. Do you contend that any other Defendant in this action contributed to the incident? If so, describe in detail the factual basis of your contention.

ANSWER: Defendant objects to the extent this Interrogatory calls for mental impressions and legal conclusions of counsel. Subject to and without waiving any objections, yes. Defendants Weston and Miller were involved in the altercation with Plaintiff.

23. Identify all communications or documents exchanged between you and any government or regulatory body that relate to the incident.

ANSWER: Upon information and belief, none.

24. Identify your net profits in 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Request on the basis that it is overly broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

25. Identify the names of all persons who assisted in responding to these interrogatories or the requests for production served simultaneously herewith.

ANSWER: Ela Casuga.

*****Signature Page to Follow*****

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
Ryan C. Holt
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

ATTORNEYS FOR DEFENDANTS

Columbia, South Carolina

March 8, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Answers to Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211

Attorney for Plaintiff Richard A. Finan


Sandra M. Tribble

Columbia, South Carolina

March 8, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WINGS CAFÉ'S RESPONSES TO
PLAINTIFF'S REQUESTS FOR
PRODUCTION

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON
DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE
PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute
Defendant Vista Wings, LLC d/b/a Wild Wing Café's Response to Request for Production
propounded by Plaintiff.

These responses are continuing in nature and additional information will be supplied as
obtained.

1. All documents or tangible things identified, alluded to, or listed in your responses
to any party's interrogatories or requests for production of documents.

ANSWER: See WWC 000001 through 000301.

2. All documents you reviewed, referenced, or relied upon in order to respond to any
discovery requests.

ANSWER: See Response to Request Number 1 above.

3. All documents or tangible things that you may mark as an exhibit, introduce into evidence, or which you may otherwise rely on in the trial of this case or any deposition in this case.

ANSWER: Defendant objects to this Request to the extent that it seeks legal impressions and mental conclusions of counsel. Subject to and without waiving any objections, Defendant has not yet determined what evidence it intends to introduce at the trial of this case or at any deposition.

4. All documents or tangible things created by, reviewed by, or relied upon by any of your expert witnesses, whether or not the document or tangible thing will be used at trial, including all drafts of any expert report created by that expert witness in analyzing any aspect of the allegations contained in the complaint.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

5. All documents that relate to lay witness statements or other writings summarizing or containing statements made by you, made to you, or received by you from a source, excluding those documents produced to you by plaintiff solely during the course of discovery in this action, including taped or recorded conversations with any person, written witness notes, or recorded witness statements that relate to the matters referenced in the complaint.

ANSWER: See WWC 000001 through 000003.

6. All documents and agreements exchanged between you and any other Defendant in this action.

ANSWER: None.

7. All documents that constitute all or a portion of any agreement between you and any other Defendant in this action, including a copy of any checks written to any Defendant in this action.

ANSWER: None.

8. Any document serving as an internal incident report for any assaults or assault-related offenses on the premises for the five years leading up to the incident.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Subject to and without waiving any objections, upon information and belief, the incident at issue in this case did not give rise to an incident report.

9. A current curriculum vita for any expert witness you intend to provide testimony or use for trial.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

10. All insurance policies related to, or which may provide coverage, to you or any other Defendant for the matters alleged in this action.

ANSWER: See WWC 000004 through 000120.

11. All documents related to the hiring, retention or supervision of each person hired, retained, supervised or otherwise engaged, by you or any third party, to perform security or bartending work on the premises.

ANSWER: Defendant objects on the basis that this Request is overly broad in time and scope. Subject to and without waiving any objections, Defendant will produce bartender personnel files upon entry of a confidentiality order in this case. A draft Confidentiality order is being submitted with these Responses.

12. All documents relating to any background checks, reference checks or other employment screens you performed, for persons hired, retained, supervised or otherwise engaged by you or any third party, to perform work at the premises on the night of June 5, 2015.

ANSWER: Defendant objects on the basis that this Request is overly broad in time and scope. Subject to and without waiving any objections, Defendant will produce bartender personnel files upon entry of a confidentiality order in this case. A draft Confidentiality order is being submitted with these Responses.

13. All documents related to your policies and procedures for the hiring, retention or supervision of persons at the premises.

ANSWER: Defendant objects on the basis that this Request is overly broad in time and scope. Subject to and without waiving any objections, Defendant will produce bartender personnel files upon entry of a confidentiality order in this case. A draft Confidentiality order is being submitted with these Responses.

14. Any policies or procedures specifically related to bartending or security work for you.

ANSWER: See WWC 000155 through 000216.

15. Any employee handbook provided to your bartenders, servers, and/or security personnel.

ANSWER: See WWC 000155 through 000282.

16. All documents related to any claim of personal injury on the premises in the last five years.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Defendants additionally object on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence.

17. All documents related to the relationship (including any parent/subsidiary, contractual, member/shareholder, joint venture, sister/affiliate, master/servant, principal/agent, joint, shared, or common ownership) between you and any of the Defendants named in this action.

ANSWER: Defendant is working to obtain copies of receipts for transactions, if any, the other named Defendants made on the night of the incident. Receipts are the documents reflecting any type of relationship Defendants Miller and Weston had with Defendant Wild Wing Café as they were patrons.

18. All documents related to any complaint, grievance, police report, citation, fine, reprimand, or lawsuit that you have received or know of regarding assaults on the premises in the past 10 years.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Defendants additionally object on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence.

19. All documents which you contend demonstrate or evidence that any other Defendant in this action contributed to the incident.

ANSWER: Defendant is not in possession or control of documents responsive to this Request.

20. All documents that constitute your articles of incorporation or articles of organization and any amendments thereto.

ANSWER: See WWC 000121 through 000123.

21. All documents that constitute your operating agreement and any amendments thereto.

ANSWER: Defendant will produce the operating agreement upon entry of a confidentiality order. A draft confidentiality order is being submitted with these Responses.

22. All documents constituting or related to your tax returns for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

23. All documents that demonstrate or relate to your assets and liabilities for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant USF Holland, LLC objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

24. All documents that demonstrate or relate to your statement of cash flow for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

25. All documents that demonstrate or relate to your profit and loss statement for the years 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

26. All documents constituting any K-1 issued to your members for 2011, 2012, 2013, 2014, and 2015.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of

admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

27. All documents relating to any litigation hold implemented by you in response to the incident.

ANSWER: Defendants object on the basis that, on its face, this Request seeks information prepared in anticipation of litigation and protected pursuant to Rule 26.

28. All documents that relate to any communications between you and your insurance company as a result of the incident.

ANSWER: See Response to Request Number 27 above. Subject to and without waiving any objections, see WWC 000004 through 000010.

29. All documents that relate to any communications or exchanges between you and any expert witness that you expect to call as a witness for trial.

ANSWER: Defendant has not yet identified an expert witness to use at the trial of this case but will supplement this response as discovery progresses and at such time as an appropriate decision on expert witnesses can be made.

30. All documents that relate to the ownership or lease of any property that you occupy.

ANSWER: See WWC 000124 through 000154.

31. All documents that relate to any lawsuits, charges, arrests, regulatory actions, licensing actions, governmental or administrative complaints, or other civil or criminal allegations or proceedings against you from January 1, 2005 to present.

ANSWER: Defendant objects to this Request on the basis that it is overly broad in time and scope. Defendants additionally object on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding this objection, the Judicial Indices in the counties where Defendant is located may have information related to lawsuits and specific regulatory agencies may likewise have responsive information. The requested information is more easily obtained via these sources than through Defendant, to which the request is unduly burdensome.

32. All documents listing the directors and/or officers of any Defendant that is a limited liability company.

ANSWER: Defendant objects on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving any objections, Defendant is producing Vista Wings' Articles of Incorporation. See WWC 00121 through 00123. At this time, Vista Wings is requesting additional documents from the South Carolina Secretary of State and will produce those upon receipt.

33. All documents that you contend depict your compliance with the corporate formalities for any Defendant that is a limited liability company.

ANSWER: Defendant objects on the basis that this Request is not reasonably calculated to lead to the discovery of admissible evidence

34. All documents that show or relates to the compensation, including salaries, bonuses, incentive pay, and benefits paid to you or your employees, officers, and directors.

ANSWER: Defendant objects to this Interrogatory on the basis that it is overly broad, unduly burdensome and is not reasonably calculated to lead to the discovery of

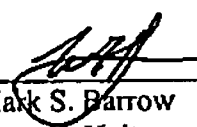
admissible evidence. Appropriate financial information will be provided consistent with Branham v. Ford Motor Co., 390 S.C. 203, 701 S.E.2d 5 (2010).

35. All documents, receipts, or other records of purchases on the night of the incident in the name of the Plaintiff or of any Defendant.

ANSWER: Defendant is still working to gather this information and will supplement this Request when it becomes available.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
Ryan C. Holt
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

ATTORNEYS FOR DEFENDANTS

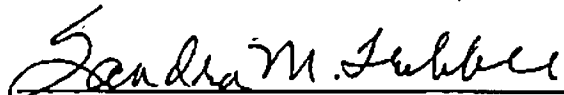
Columbia, South Carolina

March 8, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
Attorney for Plaintiff Richard A. Finan


Sandra M. Tribble

Columbia, South Carolina

March 8, 2017

Exhibit 10

Plaintiff's Motion to Compel



 Home  Hire  Learn
 Schedule

Smiley
Guy says:
Need
Help? Take
a look at
our
Knowledge
Base!

Home Page Manage Team Members Alexandria Wilden

Alexandria
Wilden

Work Info

Onboarding

Assessments

Notes

BG Checks

Docs

Learning

Schedule

Send Reset Password Email

lwilden21190... |Edit

No phone on file (h)

|Edit

No phone on file (c)

|Edit

View Personal Info...

Thresholds

Overtime

Edit Employment I...

Add a Location



You have not assigned a home location or primary job for this team member.

Select the  icon to select a home location and the  to select a primary job.

Wild Wing Cafe-Bower Parkway

View Location Contact Information



Make Changes

Employee ID:

1952

Active
Availabilities At
This Location

Part-Time
Edit Status

Positions

Bartender > Bar
Hired
5/27/2016
Edit

\$0.00/hr Effective
5/27/2016
Edit | View Pay
Activity

Add Position

WWC 000283

Record 317

Wild Wing Cafe-Lady St

View Location Contact Information



Make Changes

Employee ID:
195

Active
Availabilities At
This Location

Part-Time
Edit Status

Positions

Server > Front of the House	
Hired	\$2.13/hr Effective
6/21/2011	1/1/2012
Edit	Edit View Pay Activity

X

Add Position

Copyright © 2012-2016 PeopleMatter All Rights Reserved. PA

Need Help? Visit Our Help Desk

WWC 000284

Record 318

TEAM MEMBER HANDBOOK ACKNOWLEDGEMENT

(To Be Retained By Wild Wing Cafe Human Resources Department)

NOTHING IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF WILD WING CAFE ARE EMPLOYEES AT WILL, WHO MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY REASON. THE AT-WILL NATURE OF THE RELATIONSHIP MAY BE ALTERED ONLY BY A WRITTEN AGREEMENT SIGNED BY WILD WING CAFE'S CEO.

NO EMPLOYEE SHALL HAVE ANY CONTRACTUAL RIGHTS, CLAIMS OR PRIVILEGES AGAINST WILD WING CAFE BY VIRTUE OF THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK.

THIS HANDBOOK AND THE RULES, POLICIES AND BENEFITS DESCRIBED IN IT MAY BE MODIFIED OR DISCONTINUED AT ANY TIME BY THE COMPANY. WILD WING CAFE ALSO RESERVES THE RIGHT TO DEVIATE FROM THE PROVISIONS IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK IN ITS DISCRETION.

I have received this Team Member Policy Manual and Handbook and have read and understand the disclaimers on this page.

Lexi Wilden

Team Member's Printed Name

4.20.13

Date

[Signature]

Team Member's Signature



 Home  Hire  Learn
 Schedule

Smiley
Guy says:
Need
Help? Take
a look at
our
Knowledge
Base!

Home Page Manage Team Members Bradley A Johnson

Bradley A
Johnson

Work Info

Onboarding

Assessments

Notes

BG Checks

Docs

Learning

Schedule

Username: bjohnso...

Send Reset Password Email

bjohnson@wl... | Edit

No phone on file (h)

| Edit

View Personal Info...

Thresholds

Overtime

Edit Employment I...

Add a Location



You have not assigned a home location or primary job for this team member.

Select the  icon to select a home location and the  to select a primary job.

Wild Wing Cafe-Bower Parkway

View Location Contact Information



Make Changes

Employee ID:

518

Active
Availabilities At
This Location

Part-Time
Edit Status

Positions

Bartender > Bar

Hired

10/9/2015

Edit

\$0.00/hr Effective

10/9/2015

Edit | View Pay

Activity

Add Position

WWC 000286

Record 320

Wild Wing Cafe-Lady St

View Location Contact Information



Make Changes

Employee ID:
518

Active Full-Time
Availabilities At Edit Status
This Location

Positions

Bar Manager > Bar
Hired \$5.00/hr Effective
2/1/2014 2/1/2014
Edit Edit | View Pay
Activity



X

Add Position

Wild Wing Cafe-Pope Ave

View Location Contact Information

Employee ID:

Transferred

Positions

Restaurant Manager > Management
Hired \$0.00/yr
5/6/2013 View Pay Activity



 Home |  Hire  Learn
 Schedule

Smiley
Guy says:
Need
Help? Take
a look at
our
Knowledge
Base!

Home Page Manage Team Members James Bryan

James Bryan

Work Info

Onboarding

Assessments

Notes

Send Reset Password Email

BG Checks

Docs

Learning

Schedule

bryanjj86@gm.. | Edit

Add a Location

| Edit

Wild Wing Cafe-Lady St

View Location Contact Information



Make Changes

View Personal Info...

Employee ID:

Thresholds

108

Overtime

Edit Employment I...

Active
Availabilities At
This Location

Part-Time
Edit Status

Positions

Bartender > Bar

Hired

4/8/2013

Edit

\$3.50/hr Effective

4/8/2013

Edit | View Pay
Activity



Bartender > Bar

Hired

5/8/2011

Separated

1/1/2013

\$2.13/hr

View Pay Activity

Add Position

James Bryan

[Send Reset Password Email](#)

[bryanjj86@gm..](#) | [Edit](#)

[REDACTED]

| [Edit](#)

[REDACTED]

| [Edit](#)

[View Personal Info...](#)

[Thresholds](#)

[Overtime](#)

[Edit Employment I...](#)

Work Info

[BG Checks](#)

Onboarding

[Docs](#)

Assessments

[Learning](#)

Notes

[Schedule](#)

Onboarding Tasks

Clicking the number for the tasks you have completed will check them as done. Some tasks will auto-check if completed within our system. Once all items are checked, Onboarding is complete.

Choose Onboarding tasks by dates employed

04/08/2013 - Current

Manager's Tasks

Team Member's Tasks

* Required for Integration 8 Business Unit Admin Task
H Human Resources Manager Task

Company Items

8 I-9 Employer Review and Verification

[Task Description](#) | [Task Log](#) | [+ Add Note](#) | [View Completed Task](#)

Wild Wing Cafe-Lady St

8 Deliver Uniform to New Employee

[Task Description](#) | [Task Log](#) | [+ Add Note](#)

8 Sign and Mail Tax Credit Processing Form

[Task Description](#) | [Task Log](#) | [+ Add Note](#)

8 Input Employee into PayCor

[Task Description](#) | [Task Log](#) | [+ Add Note](#)



 Home |  Hire  Learn
 Schedule

Smiley
Guy says:
Need
Help? Take
a look at
our
Knowledge
Base!

Home Page Manage Team Members James Bryan

James Bryan

Work Info

Onboarding

Assessments

Notes

Send Reset Password Email

BG Checks

Docs

Learning

Schedule

bryanjj86@gm.. | Edit

[Redacted]

| Edit

[Redacted]

| Edit

View Personal Info...

Thresholds

Overtime

Edit Employment I...

Add a Note

Note: All notes, whether public or limited visibility, can be seen by users with company wide access rights.

Add Note

Notes

Alissa Galloway Monday Apr 08 2013, 10:27 AM

James Bryan's status has been changed to "Rehire" for the Bartender (Bar), position at the Wild Wing Cafe-Lady St (Columbia, SC) location.

Sharyn Hooks Sunday Jan 06 2013, 02:16 PM

Separated from Wild Wing Cafe-Lady St. Separation type: Voluntary Termination. Separation reason: Another Job Opportunity. Separation effective date 1/1/2013. Eligible for re-hire: Yes.

TEAM MEMBER HANDBOOK ACKNOWLEDGEMENT

(To Be Retained By Wild Wing Cafe Human Resources Department)

NOTHING IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF WILD WING CAFE ARE EMPLOYEES AT WILL, WHO MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY REASON. THE AT-WILL NATURE OF THE RELATIONSHIP MAY BE ALTERED ONLY BY A WRITTEN AGREEMENT SIGNED BY WILD WING CAFE'S CEO.

NO EMPLOYEE SHALL HAVE ANY CONTRACTUAL RIGHTS, CLAIMS OR PRIVILEGES AGAINST WILD WING CAFE BY VIRTUE OF THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK.

THIS HANDBOOK AND THE RULES, POLICIES AND BENEFITS DESCRIBED IN IT MAY BE MODIFIED OR DISCONTINUED AT ANY TIME BY THE COMPANY. WILD WING CAFE ALSO RESERVES THE RIGHT TO DEVIATE FROM THE PROVISIONS IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK IN ITS DISCRETION.

I have received this Team Member Policy Manual and Handbook and have read and understand the disclaimers on this page.

* James J. Bryan
Team Member's Printed Name

4/24/13
Date

James J. Bryan
Team Member's Signature

TEAM MEMBER DRUG AND INTOXICANTS POLICY ACKNOWLEDGMENT

I have received, read, and understand the Team Member Drug and Intoxicants policy as revised on 11/06/2014.

James J. Byrne
Team Member's Printed Name

12/3/14
Date

[Signature]
Team Member's Signature

Sara Boyer

Work Info

Onboarding

Assessments

Notes

Send Reset Password Email

BG Checks

Docs

Learning

Schedule

sarab067@gm.. |Edit

No phone on file (h)

|Edit

No phone on file (c)

|Edit

View Personal Info...

Thresholds

Overtime

Edit Employment I...

Add a Location



You have not assigned a primary job for this location.
Select the icon to select a primary job.

Wild Wing Cafe-Lady St

View Location Contact Information



Make Changes

Employee ID:

105

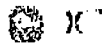
Active
Availabilities At
This Location

Part-Time
Edit Status

Positions

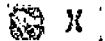
Server > Front of the House

Hired \$2.13/hr Effective
7/4/2013 7/4/2013
Edit | View Pay
Activity



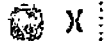
Headwait > Front of the House

Hired \$6.00/hr Effective
7/4/2013 7/4/2013
Edit | View Pay
Activity



Bartender > Bar

Hired \$2.13/hr Effective
10/18/2006 1/1/2012
Edit | View Pay
Activity



Add Position



Home



Hire



Learn



Schedule

Smiley
Guy says:
Need
Help? Take
a look at
our
Knowledge
Base!

[Home Page](#) [Manage Team Members](#) [Sara Boyer](#)**Sara Boyer**

Work Info

Onboarding

Assessments

Notes

[Send Reset Password Email](#)[BG Checks](#)[Docs](#)[Learning](#)[Schedule](#)

sarab067@gm.. |Edit

No phone on file (h)

|Edit

No phone on file (c)

|Edit

[View Personal Info...](#)[Thresholds](#)[Overtime](#)[Edit Employment I...](#)**Add a Note**

Note: All notes, whether public or limited visibility, can be seen by users with company wide access rights.

Add Note**Notes**

Sharyn Hooks Thursday Jul 04 2013, 12:26 PM

Position added on Wild Wing Cafe-Lady St : Headwait (Front of the House).

Sharyn Hooks Thursday Jul 04 2013, 12:25 PM

Position added on Wild Wing Cafe-Lady St : Server (Front of the House).

TEAM MEMBER HANDBOOK ACKNOWLEDGEMENT

(To Be Retained By Wild Wing Cafe Human Resources Department)

NOTHING IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK CREATED AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF WILD WING CAFE ARE EMPLOYEES AT WILL, WHO MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY REASON. THE AT-WILL NATURE OF THE RELATIONSHIP MAY BE ALTERED ONLY BY A WRITTEN AGREEMENT SIGNED BY WILD WING CAFE'S CEO.

NO EMPLOYEE SHALL HAVE ANY CONTRACTUAL RIGHTS, CLAIMS OR PRIVILEGES AGAINST WILD WING CAFE BY VIRTUE OF THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK.

THIS HANDBOOK AND THE RULES, POLICIES AND BENEFITS DESCRIBED IN IT MAY BE MODIFIED OR DISCONTINUED AT ANY TIME BY THE COMPANY. WILD WING CAFE ALSO RESERVES THE RIGHT TO DEVIATE FROM THE PROVISIONS IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK IN ITS DISCRETION.

I have received this Team Member Policy Manual and Handbook and have read and understand the disclaimers on this page.

S. Boyer

Team Member's Printed Name

4.26.13

Date

[Signature]
Team Member's Signature

TEAM MEMBER DRUG AND INTOXICANTS POLICY ACKNOWLEDGMENT

I have received, read, and understand the Team Member Drug and Intoxicants policy as revised on 11/06/2014.

Sara Butler
Team Member's Printed Name

12/4/15
Date

[Signature]
Team Member's Signature



Home Hire Learn
 Schedule

Smiley
Guy says:
Need
Help? Take
a look at
our
Knowledge
Base!

Home Page Manage Team Members Seth Franklin

Seth Franklin

Work Info

Onboarding

Assessments

Notes

Send Reset Password Email

BG Checks

Docs

Learning

Schedule

franklsa@em... | Edit

No phone on file (h)

| Edit

Add a Location

No phone on file (c)

| Edit

Wild Wing Cafe-Lady St

View Location Contact Information



Make Changes

View Personal Info...

Thresholds

Overtime

Edit Employment I...

Employee ID:

193

Active
Availabilities At
This Location

Part-Time
Edit Status

Positions

Bartender > Bar

Hired

5/25/2008

Edit

\$2.13/hr Effective

1/1/2012

Edit | View Pay

Activity

Add Position



TEAM MEMBER HANDBOOK ACKNOWLEDGEMENT

(To Be Retained By Wild Wing Cafe Human Resources Department)

NOTHING IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK CREATES AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. ALL EMPLOYEES OF WILD WING CAFE ARE EMPLOYEES AT WILL, WHO MAY RESIGN AT ANY TIME FOR ANY REASON AND WHO MAY BE TERMINATED AT ANY TIME FOR ANY REASON. THE AT-WILL NATURE OF THE RELATIONSHIP MAY BE ALTERED ONLY BY A WRITTEN AGREEMENT SIGNED BY WILD WING CAFE'S CEO.

NO EMPLOYEE SHALL HAVE ANY CONTRACTUAL RIGHTS, CLAIMS OR PRIVILEGES AGAINST WILD WING CAFE BY VIRTUE OF THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK.

THIS HANDBOOK AND THE RULES, POLICIES AND BENEFITS DESCRIBED IN IT MAY BE MODIFIED OR DISCONTINUED AT ANY TIME BY THE COMPANY. WILD WING CAFE ALSO RESERVES THE RIGHT TO DEVIATE FROM THE PROVISIONS IN THIS TEAM MEMBER POLICY MANUAL AND HANDBOOK IN ITS DISCRETION.

I have received this Team Member Policy Manual and Handbook and have read and understand the disclaimers on this page.

Seth Franklin

Team Member's Printed Name

4/26/13

Date



Team Member's Signature

**TEAM MEMBER DRUG AND INTOXICANTS POLICY
ACKNOWLEDGMENT**

I have received, read, and understand the Team Member Drug and Intoxicants policy as revised on 11/06/2014.

Seth Franklin
Team Member's Printed Name

12/1/14
Date


Team Member's Signature

**TEAM MEMBER DRUG AND INTOXICANTS POLICY
ACKNOWLEDGMENT**

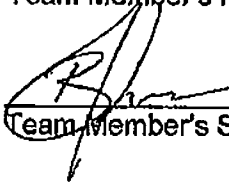
I have received, read, and understand the Team Member Drug and Intoxicants policy as revised on 11/06/2014.

Bo Johnson

Team Member's Printed Name

11 | 12 | 14

Date



Team Member's Signature

WWC 000301

Record 335

Exhibit 11

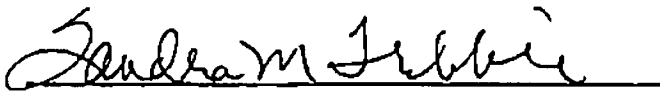
Plaintiff's Motion to Compel

CERTIFICATE OF SERVICE

I, the undersigned secretary of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendant Wild Wing Café, do hereby certify that I have served a copy of the foregoing Supplemental Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
Attorneys for Plaintiff

Christopher Pracht, Esquire
Thomason & Pracht, LLP
Post Office Box 4025
303 E. Greenville Street
Anderson, South Carolina
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

March 15, 2017

Exhibit 12

Plaintiff's Motion to Compel



SWEENY WINGATE & BARROW P.A.

June 30, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

VIA E-MAIL: sblake@rogerslewis.com

Shaun C. Blake, Esquire
Rogers Lewis
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Shaun:

I am in receipt of your response to my letter referencing your Responses to Wild Wing's Requests to Admit. Initially, thank you for your quick response. I understand that you have declined to change your position. As a result, we will, respectfully, move to determine the sufficiency of the responses.

In regards to your request that we produce all outstanding discovery, the only remaining outstanding discovery are incident reports from the Vista Wild Wings location. Prior to the hearing on your motion to compel, we agreed to provide receipts for the night of the incident, a litigation history for 5 years of the Vista location, and the remainder of the personnel files, if any existed. This agreement is memorialized in a letter sent by your office and an email sent by my office, which are attached to this letter. We have already provided the only receipt relevant to this litigation and have offered to allow you to review all of them. Additionally, as stated below, we have already provided the relevant personnel files. We are currently working to provide the incident report and litigation history to you and will do so as previously agreed.

At the hearing, the only documents sought were financial documents and a list of all adverse actions taken against Wild Wing employees nationally. The Judge agreed with our stance that we only produce personnel information on the subject Wild Wing location. These were the only documents that were ordered produced. As a result, we have double checked and confirmed that the personnel files that we previously produced consist of the entire personnel

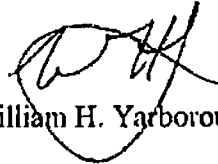
files for these individuals. None of the individuals provided have any type of disciplinary related records.

Finally, no personnel files, or any other documentation from Wild Wing, exist for Weston or Miller because neither of these individuals ever worked or had any relationship with Wild Wing outside of being patrons. Accordingly, Wild Wing has no documents responsive to any discovery requests seeking documents that would show a relationship between Weston, Miller and Wild Wing Café.

I hope you have a nice Fourth of July holiday. Please do not hesitate to contact me with any questions. I look forward to continuing to work with you in this matter.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



William H. Yarborough, Jr.

WHY
Enclosures

cc: Colton Driver, Esquire, Rogers Lewis Jackson Mann & Quinn, LLC
Jenkins M. Mann, Esquire, Rogers Lewis Jackson Mann & Quinn, LLC\
J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC

ROGERS LEWIS

ATTORNEYS AT LAW

Colton Driver, Esq.
Direct: (803) 978.2835
cdriver@rogerslewis.com

June 1, 2017

Via Hand Delivery

William H. Yarborough
Sweeny Wingate & Barrow P.A.
1515 Lady St.
Columbia, SC 29201

Re: Richard A. Finan v. Vista Wings, LLC, d/b/a Wild Wing Café-Columbia et al.
C/A No.: 2016-CP-40-07109

Dear Will,

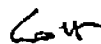
In line with our phone conversation yesterday, I am writing to confirm your intent to supplement your client's responses as to the current lack of any available receipts from the night of the incident from which this litigation arose, a litigation history for the location at issue for the last five years, internal incident reports for the location at issue related to police responses or personal injuries in the last five years (and any corresponding insurance company communications or claims documents), a summary of actions taken by your client related to a litigation hold, and a signature from your client as required by the Rules.

I would also like to confirm that the personnel files you intend to produce will include the additional "tabs" shown on WWC 000283 through 000301, such as "BG Checks," "Assessments," etc. and that your client intends to respond to Interrogatories 13 and 14 related to descriptions of terminations and adverse employment actions taken against personnel subject to the limitations in scope specified in those Interrogatories, as those items are highly relevant to the personnel files themselves.

Pursuant to the above, I am also writing to notify you that we intend to move forward on Tuesday *only* on those items where we have not been given anything in response to an Interrogatory or Request for Production. As to any other items, we will review your supplement to determine whether any further consultation or motion practice is necessary, and we reserve all rights regarding those responses in the meantime.

If you have any concerns regarding this, please feel free to let me know.

Sincerely,



Colton Driver

1901 Main Street, Suite 1200, Columbia, SC 29201 • P.O. Box 11803 (29211)
Office: (803) 256-1268 • Fax: (803) 252-3653 • www.rogerslewis.com

Record 341

William H. Yarborough

From: William H. Yarborough
Sent: Friday, June 02, 2017 1:14 PM
To: 'Colton Driver'
Subject: Finan v. Wild Wing Cafe

Colton,

Hope the office move is going well. This email is in response to your dated June 1, 2017 in this case. Just by way of clarification on the second paragraph in your letter, our plan is to ensure we gave you what we have as far as a personnel file is complete. If they are not, we will provide you with the remainder. However, if there is no data in the other tabs, we may not have anything to supplement on the personnel files. Either way, we will let you know what we find.

Second, if there are any reprimands of these individuals, that would be a part of the personnel files. It may be the case that there are not reprimands of these employees. As far as the scope of what I think you are looking for in your discovery, we object to producing anything beyond the individuals we have already provided information on. Our reasoning behind this is that we don't believe any reprimands that someone else unrelated to this location and litigation may have received has any bearing on this case.

I know you guys are busy moving today, but feel free to give me call on this.

Thanks,



William H. Yarborough, Jr. | Attorney
Sweeney, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

Exhibit 13

Plaintiff's Motion to Compel

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RICHARD A. FINAN,

Plaintiff,

v.

VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA; BRENT WESTON; and
AARON MILLER.

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2016-CP-40-07109

**PLAINTIFF'S THIRD SET OF
REQUESTS FOR PRODUCTION TO
VISTA WINGS, LLC d/b/a WILD
WING CAFÉ- COLUMBIA**

TO: MARK S. BARROW, ESQUIRE; RYAN C. HOLT, ESQUIRE; WILLIAM H. YARBOROUGH, JR., ESQUIRE, ATTORNEYS FOR THE DEFENDANT VISTA WINGS, LLC:

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Plaintiff hereby serves upon the Defendant above named the following written Second Set of Requests for Production to be answered in writing within the time allowed under the Rules after the service of these Requests:

DEFINITIONS

A. The terms "YOU" or "YOUR" means the Defendant named herein for and on behalf of whom the answers below are provided, including its agents, representatives, or other individuals who work or act on behalf of it either directly or indirectly.

B. The term "PERSON" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

C. The term "DOCUMENT" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, digitized produced or reproduced by any means, including all "ESI". The term "document" includes, but is not limited to, all records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, text messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information

is recorded or transmitted, including, but not limited to, photographs, videotapes, digital video or audio files, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

D. The term "ELECTRONICALLY STORED INFORMATION" ("ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored or transmitted, including but not limited to YOUR social media activity on Facebook or any other outlet in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage or stored either via a remote system, back-up system, hard drive or tape of any kind.

1. The term "metadata" is used in these discovery requests to include information embedded in a "native file" that is not ordinarily viewable or printable from the application that generated, edited, or modified such "native file"; and information generated automatically by the operation of a computer or other information technology system when "native file" is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

2. The term "native file(s)" and/or "native form" means "ESI" in the electronic format of the application in which such "ESI" is normally created, viewed and/or modified.

3. "Static Image(s)" means a representation of "ESI" produced by converting a "native file" into a standard image format capable of being viewed and printed on standard computer systems. In the absence of agreement of the parties or order of Court, a "static image" should be provided in either Tagged Image File Format (TIFF, or .TIF files) or Portable Document Format (PDF). If load files were created in the process of converting "native files" to "static images", or if load files may be created without undue burden or cost, load files should be produced together with "static images".

E. The phrase "possession, custody or control" means a "document" or "ESI" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document or ESI on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document or ESI on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document or ESI.

F. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the request.

G. References to the singular include the plural, and references to the plural include the

singular.

H. The past verb tense includes the present verb tense, and the present verb tense includes the past tense.

I. The "PREMISES" means the real property located at 729 Lady Street, Columbia, SC 29201.

J. A DOCUMENT or ESI that "RELATES TO" any given subject means any document or ESI that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents or ESI concerning the preparation of other documents or ESI.

K. The "INCIDENT" means Plaintiff's June 5, 2015 injuries via assault at the PREMISES.

L. The term "COMPLAINT" refers to the Complaint clocked in by the Richland County Clerk of Court on December 1, 2016.

M. The term "WITNESS STATEMENT" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any PERSON who is identified by any person as a witness to the case or who YOU reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

INSTRUCTIONS

A. Pursuant to the South Carolina Rules of Civil Procedure and law, these Requests shall be deemed continuing so as to require supplemental responses prior to trial.

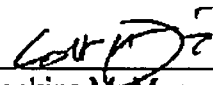
B. If any information is withheld by YOU based upon a claim that it is privileged or subject to protection as trial preparation material, identify each DOCUMENT, communication, or thing not produced or disclosed by YOU by name, date, type, and number of pages in a privilege log to be served along with these responses, including enough information about each in the privilege log to enable the PLAINTIFF to determine the nature of privilege(s) YOU claim for each DOCUMENT, communication, or thing.

C. Unless stated otherwise below, the applicable timeframe for the requested materials is for those items created, modified, transmitted, or stored from January 1, 2010 to present.

D. If a Defendant chooses to respond to these requests jointly with one more other Defendant, and the response is not intended to be made by all Defendants, specifically identify the response of each Defendant to the request.

REQUESTS FOR PRODUCTION

1. A copy of any DOCUMENT, whenever created, modified, transmitted, or stored, that YOU have regarding the hiring, retention, or any contract or agreement between YOU and the Ricky Young Band or any other musician that was playing at the PREMISES on the night of June 5, 2015.



Jenkins M. Mann, Esq.
Shaun C. Blake, Esq.
Colton Driver, Esq.
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
Tel.: (803) 256-1268
Fax: (803) 252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com
cdriver@rogerslewis.com

August 2, 2017
Columbia, SC

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan

Plaintiff,

v.

Vista Wings, LLC d/b/a Wild Wing
Café—Columbia, Vista, Brent Weston,
and Aaron Miller

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2016-CP-40-07109

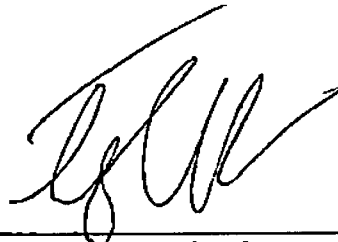
CERTIFICATE OF SERVICE

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on August 2, 2017, he did cause to have served Via Hand Delivery and U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies Plaintiff's Third Set of Request for Production to Defendant Vista Wings, LLC d/b/a Wild Wing Café- Columbia, in the above-captioned case, to the following:

J. Christopher Pracht
Thomason & Pracht LLP
PO Box 4025
Anderson, SC 29622
Attorney for Defendant Brent Weston

Mark S. Barrow
Sweeny Wingate & Barrow P.A.
1515 Lady St.
Columbia, SC 29201
Attorney for Defendant Vista Wings, LLC

August 2, 2017
Columbia, SC



M. Tyler Koester, Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

Exhibit 14

Plaintiff's Motion to Compel

ROGERS LEWIS

ATTORNEYS AT LAW

Colton Driver, Esq.
Direct: (803) 978-2835
cdriver@rogerslewis.com

August 16, 2017

Via U.S. First Class Mail

William H. Yarborough, Esq.
Sweeny Wingate & Barrow P.A.
1515 Lady St.
Columbia, SC 29201

Re: Finan v. Vista Wings, LLC d/b/a Wild Wing Café – Columbia, et al.
C.A. No.: 2016-CP-40-07109

Dear Will,

Attached please find Plaintiff's Fourth RFP's and Second Interrogatories in the above-referenced matter.

Please let me know if you have any questions or concerns.

Best Regards,



Colton Driver

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RICHARD A. FINAN,

Plaintiff,

v.

VISTA WINGS, LLC d/b/a WILD
WING CAFÉ—COLUMBIA, THE
VISTA; BRENT WESTON; and
AARON MILLER.

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2016-CP-40-07109

**PLAINTIFF'S FOURTH SET OF
REQUESTS FOR PRODUCTION TO
VISTA WINGS, LLC d/b/a WILD
WING CAFÉ- COLUMBIA**

**TO: MARK S. BARROW, ESQUIRE; RYAN C. HOLT, ESQUIRE; WILLIAM H.
YARBOROUGH, JR., ESQUIRE, ATTORNEYS FOR THE DEFENDANT VISTA
WINGS, LLC:**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Plaintiff hereby serves upon the Defendant above named the following written Second Set of Requests for Production to be answered in writing within the time allowed under the Rules after the service of these Requests:

DEFINITIONS

A. The terms "YOU" or "YOUR" means the Defendant named herein for and on behalf of whom the answers below are provided, including its agents, representatives, or other individuals who work or act on behalf of it either directly or indirectly.

B. The term "PERSON" means a natural person, a group of natural persons acting as individuals, a group of natural persons acting in a collegial capacity (e.g., as a committee, board of directors, etc.), a corporation, a partnership, a joint venture, a government or governmental agency and/or any other incorporated or unincorporated business, government or social entity.

C. The term "DOCUMENT" is used in its broadest sense and includes graphic matter of any kind or nature, whether written, printed, typed, recorded, filmed, punched, transcribed, taped, digitized produced or reproduced by any means, including all "ESI". The term "document" includes, but is not limited to, all records, personal notes, cablegrams, telexes, studies, calendars, diaries, desk calendars, appointment books, agendas, minutes, pamphlets, envelopes, telephone messages, text messages, graphs, records of meetings, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, tabulations, analyses, evaluations, projections, workpapers, statements, summaries, journals, billing records, and invoices. The term "document" also includes every other means by which information

is recorded or transmitted, including, but not limited to, photographs, videotapes, digital video or audio files, tape recordings, microfilms, punch cards, computer programs, printouts, all recordings made through data processing techniques, and the written information necessary to understand and use such materials. The term "document" is further defined to mean the original, any drafts, and any non-identical copies (i.e., those bearing notations or marks not found on the original).

D. The term "ELECTRONICALLY STORED INFORMATION" ("ESI") is used in its broadest sense and includes any and all email and attachments, word processing documents, spreadsheets, graphics, and presentation documents, images, text files, hard drives, databases, instant messages, transaction logs, audio and video files, voicemail, Internet data, computer logs, text messages, back-up materials, "native files", writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations which are stored or transmitted, including but not limited to YOUR social media activity on Facebook or any other outlet in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. The term "ESI" also means any "documents", produced in their "native form" with "metadata" intact and shall include both "documents" that are live on a computer or server and those that are in storage or stored either via a remote system, back-up system, hard drive or tape of any kind.

1. The term "metadata" is used in these discovery requests to include information embedded in a "native file" that is not ordinarily viewable or printable from the application that generated, edited, or modified such "native file"; and information generated automatically by the operation of a computer or other information technology system when "native file" is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

2. The term "native file(s)" and/or "native form" means "ESI" in the electronic format of the application in which such "ESI" is normally created, viewed and/or modified.

3. "Static Image(s)" means a representation of "ESI" produced by converting a "native file" into a standard image format capable of being viewed and printed on standard computer systems. In the absence of agreement of the parties or order of Court, a "static image" should be provided in either Tagged Image File Format (TIFF, or .TIF files) or Portable Document Format (PDF). If load files were created in the process of converting "native files" to "static images", or if load files may be created without undue burden or cost, load files should be produced together with "static images".

E. The phrase "possession, custody or control" means a "document" or "ESI" in your physical custody; or, that you own in whole or in part; or, have a right by contract, statute, or otherwise to use, inspect, examine, or copy such document or ESI on any terms; or, have an understanding, express or implied, that you may use, inspect, examine, or copy such document or ESI on any terms; or you have, as a practical matter, the ability to use, inspect, examine, or copy such document or ESI.

F. The terms "and" and "or" shall be interpreted conjunctively and shall not be interpreted to exclude information otherwise within the scope of the request.

G. References to the singular include the plural, and references to the plural include the

singular.

H. The past verb tense includes the present verb tense, and the present verb tense includes the past tense.

I. The "PREMISES" means the real property located at 729 Lady Street, Columbia, SC 29201.

J. A DOCUMENT or ESI that "RELATES TO" any given subject means any document or ESI that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents or ESI concerning the preparation of other documents or ESI.

K. The "INCIDENT" means Plaintiff's June 5, 2015 injuries via assault at the PREMISES.

L. The term "COMPLAINT" refers to the Complaint clocked in by the Richland County Clerk of Court on December 1, 2016.

M. The term "WITNESS STATEMENT" is to be construed broadly and is to include a written or oral statement recorded or communicated in any medium reflecting any facts related to the substance of this litigation known to any PERSON who is identified by any person as a witness to the case or who YOU reasonably believe may be called as a witness by any party to this action. This definition excludes any recordings of communications occurring solely between DEFENDANTS and defense counsel made in the course and scope of an attorney-client relationship related to this action that has never been waived by any means or occurrence.

INSTRUCTIONS

A. Pursuant to the South Carolina Rules of Civil Procedure and law, these Requests shall be deemed continuing so as to require supplemental responses prior to trial.

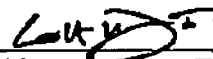
B. If any information is withheld by YOU based upon a claim that it is privileged or subject to protection as trial preparation material, identify each DOCUMENT, communication, or thing not produced or disclosed by YOU by name, date, type, and number of pages in a privilege log to be served along with these responses, including enough information about each in the privilege log to enable the PLAINTIFF to determine the nature of privilege(s) YOU claim for each DOCUMENT, communication, or thing.

C. Unless stated otherwise below, the applicable timeframe for the requested materials is for those items created, modified, transmitted, or stored from January 1, 2010 to present.

D. If a Defendant chooses to respond to these requests jointly with one more other Defendant, and the response is not intended to be made by all Defendants, specifically identify the response of each Defendant to the request.

REQUESTS FOR PRODUCTION

1. A diagram of the PREMISES with all booth and table numbers labeled.
2. All DOCUMENTS related to alcohol sales for the outside booths along the wall where the Plaintiff's booth was located on the night of the INCIDENT.
3. All DOCUMENTS showing alcohol sales revenues for the PREMISES for the month of June, 2015.



Jenkins M. Mann, Esq.
Shaun C. Blake, Esq.
Colton Driver, Esq.
ROGERS LEWIS JACKSON MANN & QUINN, LLC
1901 Main St., Suite 1200
Columbia, SC 29201
Tel.: (803) 256-1268
Fax: (803) 252-3653
Email: jmann@rogerslewis.com
sblake@rogerslewis.com
cdriver@rogerslewis.com

August 16, 2017
Columbia, SC

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan

Plaintiff,

v.

Vista Wings, LLC d/b/a Wild Wing
Café—Columbia, Vista, Brent Weston,
and Aaron Miller

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2016-CP-40-07109

CERTIFICATE OF SERVICE

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on August 16, 2017, he did cause to have served Via Hand Delivery and U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies Plaintiff's Fourth Set of Request for Production and Second Set of Interrogatories to Defendant Vista Wings, LLC d/b/a Wild Wing Café- Columbia, in the above-captioned case, to the following:

J. Christopher Pracht
Thomason & Pracht LLP
PO Box 4025
Anderson, SC 29622
Attorney for Defendant Brent Weston

Mark S. Barrow
Sweeny Wingate & Barrow P.A.
1515 Lady St.
Columbia, SC 29201
Attorney for Defendant Vista Wings, LLC



M. Tyler Koester, Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

August 16, 2017
Columbia, SC

Exhibit 15

Plaintiff's Motion to Compel



SWEENY WINGATE & BARROW P.A.

September 11, 2017

Reply to: Main Office

William H. Yarbrough, Jr.
(803) 256-2233 x7102
why@swblaw.com

Jenkins M. Mann, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Counsel:

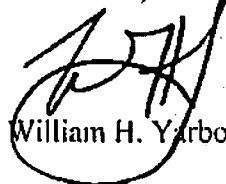
Enclosed and hereby served upon you are the following documents in the above-referenced case:

1. Defendant Wild Wing Café's Supplemental Answers to Plaintiff's Interrogatories
2. Defendant Wild Wing Café's Second Supplemental Responses to Plaintiff's Requests for Production
3. Discovery Verification.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours truly,

SWEENY, WINGATE & BARROW, P.A.



William H. Yarbrough, Jr.

WHY/smt
Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S SUPPLEMENTAL
ANSWERS TO PLAINTIFF'S
INTERROGATORIES

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON
DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE
PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute
the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Supplemental Answers to Interrogatories
propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as
obtained.

13. Describe in detail any and all terminations or adverse employment actions taken
against a bartender or server of Wild Wing Café in the last five years which relate in any manner to
the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual,
including the name of the bartender or server and the date of the termination or adverse employment
action.

SUPPLEMENTAL ANSWER: None.

14. Describe in detail any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of Wild Wing Café in the last five years and the circumstances surrounding each respective termination or adverse employment action, including the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

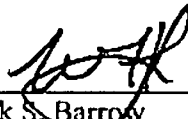
SUPPLEMENTAL ANSWER: Defendant maintains its objection that this Interrogatory is overly broad in time and scope. Subject to and without waiving any objections, no terminations or adverse actions have ever been taken against the door staff on duty the night of the incident previously identified by this Defendant.

16. Specifically state the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at Wild Wing Café in the last three years.

SUPPLEMENTAL ANSWER: Defendant only records and maintains internal incident reports. As a result, Defendant has no way of determining when or if police responded to a disturbance at the location.

Respectfully submitted,

SWEENY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233
Attorneys for Vista Wings, LLC dba Wild Wings
Cafe - Columbia

Columbia, South Carolina

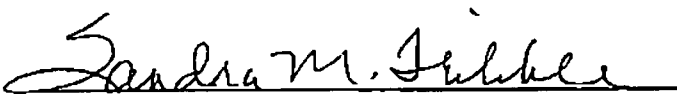
September 11, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants Wild Wings, do hereby certify that I have served a copy of the foregoing Supplemental Answers to Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
cdriver@rogerslewis.com
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 11, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS

)

) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan

) Civil Action No.: 2016-CP-40-07109

)

)

Plaintiff,)

)

v.)

)

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

)

)

)

)

Defendants.)

DEFENDANT WILD WING CAFÉ'S
SECOND SUPPLEMENTAL RESPONSES
TO REQUESTS FOR PRODUCTION

TO: JENKINS MANN, ESQUIRE AND COLTON DRIVER, ESQUIRE, ATTORNEYS
FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following
constitute Defendant Vista Wings, LLC dba Wild Wing Café's First Supplemental Responses to
Requests for Production.

8. Any document serving as an internal incident report for any assaults or assault-
related offenses on the premises for the five years leading up to the incident.

SUPPLEMENTAL ANSWER: After extensively searching records of incident
reports, none.

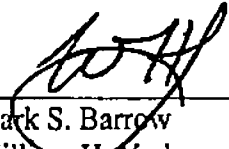
27. All documents relating to any litigation hold implemented by you in response to
the incident.

SUPPLEMENTAL ANSWER: Defendants complied with the litigation hold but
produced no documents related to such hold.

~Signature Page to Follow~

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANTS WILD
WING CAFÉ**

Columbia, South Carolina

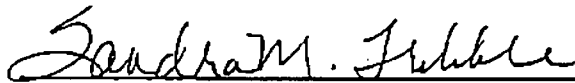
September 11, 2017

CERTIFICATE OF SERVICE

I, the undersigned secretary of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendant Wild Wing Café, do hereby certify that I have served a copy of the foregoing Supplemental Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Colton Driver, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1330 Lady Street, Suite 400
Post Office Box 11803
Columbia, South Carolina 29211
Attorneys for Plaintiff

Christopher Pracht, Esquire
Thomason & Pracht, LLP
Post Office Box 4025
303 E. Greenville Street
Anderson, South Carolina
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 11, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DISCOVERY VERIFICATION

PERSONALLY APPEARED BEFORE ME, Andy Johnson, Chief Financial Officer of Vista Wings, LLC, who, being duly sworn, deposes and says that he has read the following documents for Defendant Vista Wings, LLC:

- Answers to Interrogatories
- Supplemental Answers to Interrogatories
- Responses to Requests for Production
- First and Second Supplemental Responses to Request for Production
- Responses to Plaintiff's Second Requests for Production
- Supplemental Responses to Plaintiff's Second Requests for Production

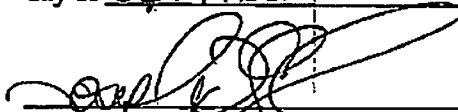
The same is true of his own information, knowledge and/or belief, except as to those matters alleged on information and belief, and as to those, he believes them to be true.

~Signature Page Follows~



Andy Johnson

SWORN to before me this 7th
day of September, 2017.



Notary Public for North Carolina
My Commission Expires: June 17, 2019

Charlotte, North Carolina

July 17, 2017

Exhibit 16

Plaintiff's Motion to Compel



SWEENEY WINGATE & BARROW P.A.

September 21, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

Colton Driver, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Counsel:

Enclosed and hereby served upon you are the following documents in the above-referenced case:

1. Defendant Wild Wing Café's Supplemental Answers to Plaintiff's Interrogatories
2. Defendant Wild Wing Café's Second Supplemental Responses to Plaintiff's Requests for Production
3. Discovery Verification

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.

William H. Yarborough, Jr.

WHY/smt

Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S SUPPLEMENTAL
ANSWERS TO PLAINTIFF'S
INTERROGATORIES

TO: JENKINS MANN, ESQUIRE, SHAUN BLAKE, ESQUIRE, AND COLTON DRIVER, ESQUIRE, ATTORNEYS FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Supplemental Answers to Interrogatories propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as obtained.

13. Describe in detail any and all terminations or adverse employment actions taken against a bartender or server of Wild Wing Café in the last five years which relate in any manner to the over-service of alcohol to any individual or the service of alcohol to an intoxicated individual, including the name of the bartender or server and the date of the termination or adverse employment action.

SUPPLEMENTAL ANSWER: None.

14. Describe in detail any and all terminations or adverse employment actions taken against any security employee, contractor or personnel of Wild Wing Café in the last five years and the circumstances surrounding each respective termination or adverse employment action, including the name of the security employee, contractor or personnel and the date of the termination or adverse employment action.

SUPPLEMENTAL ANSWER: Defendant maintains its objection that this Interrogatory is overly broad in time and scope. Subject to and without waiving any objections, no terminations or adverse actions have ever been taken against the door staff on duty the night of the incident previously identified by this Defendant.

16. Specifically state the date, parties involved and circumstances surrounding any instance of the police responding to a disturbance at Wild Wing Café in the last three years.

SUPPLEMENTAL ANSWER: Defendant only records and maintains internal incident reports. As a result, Defendant has no way of determining when or if police responded to a disturbance at the location.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeney, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233
Attorneys for Vista Wings, LLC dba Wild Wings
Cafe - Columbia

Columbia, South Carolina

September 21, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants Wild Wings, do hereby certify that I have served a copy of the foregoing Supplemental Answers to Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Colton Driver, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
PO Box 11803 (29211)
Columbia, South Carolina 29211
cdriver@rogerslewis.com
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 21, 2017

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

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

Richard A. Finan

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

) Civil Action No.: 2016-CP-40-07109
)
)

) DEFENDANT WILD WING CAFÉ'S
) SECOND SUPPLEMENTAL RESPONSES
) TO REQUESTS FOR PRODUCTION
)
)
)

**TO: JENKINS MANN, ESQUIRE AND COLTON DRIVER, ESQUIRE, ATTORNEYS
FOR THE PLAINTIFF AND TO THE PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Defendant Vista Wings, LLC dba Wild Wing Café's First Supplemental Responses to Requests for Production.

8. Any document serving as an internal incident report for any assaults or assault-related offenses on the premises for the five years leading up to the incident.

SUPPLEMENTAL ANSWER: After extensively searching records of incident reports, none.

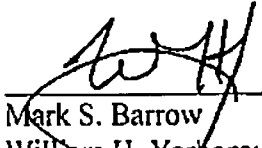
27. All documents relating to any litigation hold implemented by you in response to the incident.

SUPPLEMENTAL ANSWER: Defendants complied with the litigation hold but produced no documents related to such hold.

~Signature Page to Follow~

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarbrough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANTS WILD
WING CAFÉ**

Columbia, South Carolina

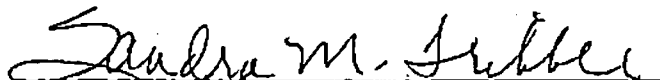
September 21, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendant Wild Wing Café, do hereby certify that I have served a copy of the foregoing Supplemental Responses to Requests for Production in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Colton Driver, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
PO Box 11803 (29211)
Columbia, South Carolina 29211
cdriver@rogerslewis.com
Attorney for Plaintiff Richard A. Finan

Christopher Pracht, Esquire
Thomason & Pracht, LLP
Post Office Box 4025
303 E. Greenville Street
Anderson, South Carolina
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

September 21, 2017

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

) Civil Action No.: 2016-CP-40-07109

)

)

— — —

)

)

- **Answers to Interrogatories**
- **Supplemental Answers to Interrogatories**
- **Responses to Requests for Production**
- **First and Second Supplemental Responses to Request for Production**
- **Responses to Plaintiff's Second Requests for Production**
- **Supplemental Responses to Plaintiff's Second Requests for Production**

~Signature Page Follows~



Andy Johnson

SWORN to before me this 7th
day of September, 2017.



Notary Public for North Carolina
My Commission Expires: June 17, 2019

Charlotte, North Carolina

July 17, 2017

Exhibit 17

Plaintiff's Motion to Compel

ROGERS LEWIS

ATTORNEYS AT LAW

Colton Driver
Direct Dial (803) 978-2835
cdriver@rogerslewis.com

October 6, 2017

Via US Mail

Mark S. Barrow
Sweeny Wingate & Barrow
1515 Lady Street
Columbia, SC 29201

Re: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Café—Columbia, Vista,
Brent Weston, and Aaron Miller
CA #: 2016-CP-40-07109

Dear Mark:

Please accept this letter as my attempt to communicate and resolve this matter in compliance with Rule 11, SCRCP. We served you with Plaintiff's Third Set of Requests for Production on or about August 2, 2017. We served you with Plaintiff's Fourth Set of Requests for Production and Second Interrogatories on or about August 16, 2017. As of today's date, we have not received any responses to either of those packets of discovery requests. Please get us responses to these items in the next five (5) business days so that we are able to complete discovery without filing any additional motions.

Should you have any questions, please contact our office.

With best regards, I am

Sincerely,



Colton Driver, Esq.

Cc: Ryan C. Holt
William H. Yarborough, Jr.

Exhibit 18

Plaintiff's Motion to Compel



SWEENEY WINGATE & BARROW P.A.

November 1, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main Street, Suite 1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Counsel:

Enclosed and hereby served upon you are the following documents in the above-referenced case:

1. Defendant Wild Wing's Answers to Plaintiff's Second Interrogatories;
2. Defendant Wild Wing's Responses to Plaintiff's Third Request for Production;
3. Defendant Wild Wing's Responses to Plaintiff's Fourth Request for Production.

Should you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.

William H. Yarborough, Jr.

WHY/smt

Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

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

Richard A. Finan

) Civil Action No.: 2016-CP-40-07109
)
)

Plaintiff,)
)
)

v.)

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller)
)
)

Defendant.)

DEFENDANT VISTA WINGS, LLC DBA
WILD WING CAFÉ'S ANSWERS TO
PLAINTIFF'S SECOND
INTERROGATORIES

TO: JENKINS M. MANN, ESQUIRE, ATTORNEY FOR THE PLAINTIFF AND TO
THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following constitute
the Defendant Vista Wings, LLC d/b/a Wild Wing Café's Answers to Second Interrogatories
propounded by the Plaintiff.

These Answers are continuing in nature and additional information will be supplied as
obtained.

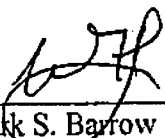
1. IDENTIFY the date YOU received Plaintiff's litigation hold letter and the date(s)
upon which YOU took actions related to such litigation hold. **Please note that this Interrogatory
is not asking for an protected work product information prepared in anticipation of litigation.**

ANSWER: Defendant is not aware of the specific date the letter was received but
ensured that all documents related to the incident were maintained.

*****Signature Page to Follow*****

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANT WILD
WING CAFE**

Columbia, South Carolina

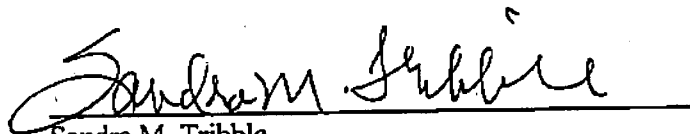
November 1, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Answers to Plaintiff's Second Interrogatories in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

November 1, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,

v.

Vista Wings, LLC dba Wild Wings
Cafe - Columbia, Brent Weston, and
Aaron Miller

Defendants.

DEFENDANT VISTA WINGS, LLC DBA
WILD WINGS CAFÉ'S RESPONSES TO
PLAINTIFF'S THIRD REQUESTS FOR
PRODUCTION

**TO: JENKINS M. MANN, ESQUIRE, ATTORNEY FOR THE PLAINTIFF AND TO
THE PLAINTIFF ABOVE-NAMED:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Defendant Vista Wings, LLC d/b/a Wild Wing Café's Response to Third Request for Production propounded by Plaintiff.

These responses are continuing in nature and additional information will be supplied as obtained.

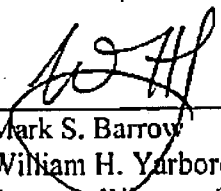
1. A copy of any DOCUMENT, whenever created, modified, transmitted, or stored, that YOU have regarding the hiring, retention, or any contract or agreement between YOU and the Ricky Young Band or any other musician that was playing at the PREMISES on the night of June 5, 2015.

RESPONSE: Defendant did not have any written agreement, contract or any other

type of documentation regard the hiring/retention to the Ricky Young Band on the night of the incident.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeney, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANTS WILD
WING CAFÉ**

Columbia, South Carolina

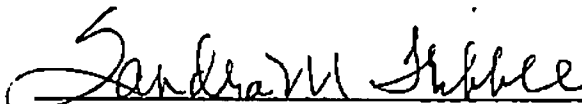
November 1, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Responses to Plaintiff's Third Requests for Production in connection with the above-referenced case by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@tandplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

August 8, 2017

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109
Plaintiff,)
v.) DEFENDANT VISTA WINGS, LLC DBA
Vista Wings, LLC dba Wild Wings) WILD WINGS CAFÉ'S RESPONSES TO
Cafe - Columbia, Brent Weston, and) PLAINTIFF'S FOURTH REQUESTS FOR
Aaron Miller) PRODUCTION
Defendants.)

TO: JENKINS M. MANN, ESQUIRE, ATTORNEY FOR THE PLAINTIFF AND TO
THE PLAINTIFF ABOVE-NAMED:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following constitute Defendant Vista Wings, LLC d/b/a Wild Wing Café's Response to Fourth Request for Production propounded by Plaintiff.

These responses are continuing in nature and additional information will be supplied as obtained.

1. A diagram of the PREMISES with all booth and table numbers labeled.

RESPONSE: See diagram previously produced.

2. All DOCUMENTS related to alcohol sales for the outside booths along the wall where the Plaintiff's booth was located on the night of the INCIDENT.

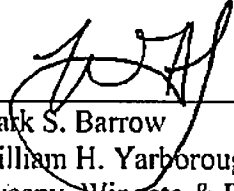
RESPONSE: Defendants have already produced for inspection and copying receipts for the night of the incident with this information. Defendants are producing previously identified itemized versions of receipts for tables 5 and 6.

3. All DOCUMENTS showing alcohol sales revenues for the PREMISES for the month of June, 2015.

RESPONSE: Defendants object to this Interrogatory as overly broad in time and scope. Alcohol sales revenues for nights leading up to the incident or after the incident are not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already produced for inspection and copying receipts for the night of the incident which include a breakdown of food and alcohol sales.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



Mark S. Barrow
William H. Yarborough, Jr.
Sweeny, Wingate & Barrow, P.A.
Post Office Box 12129
Columbia, SC 29211
(803) 256-2233

**ATTORNEYS FOR DEFENDANT WILD
WING CAFÉ**

Columbia, South Carolina

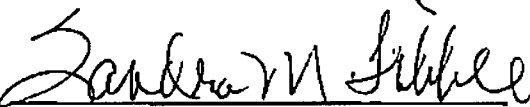
November 1, 2017

CERTIFICATE OF SERVICE

I, the undersigned legal assistant of the law offices of Sweeny, Wingate & Barrow, P.A., attorneys for Defendants, do hereby certify that I have served a copy of the foregoing Responses to Fourth Requests for Production in connection with the above-referenced case by United States Mail, postage prepaid, to the following addresses:

Jenkins M. Mann, Esquire
Shaun C. Blake, Esquire
Rogers Lewis Attorneys at Law
1901 Main Street, Suite 1200
P.O. Box 11803 (29211)
Columbia, SC 29201
Attorney for Plaintiff Richard A. Finan

J. Christopher Pracht, V, Esquire
Thomason & Pracht, LLC
303 East Greenville Street
Post Office Box 4025
Anderson, SC 29622
cp@landplegal.com
Attorney for Defendant Brent Weston


Sandra M. Tribble

Columbia, South Carolina

November 1, 2017

Exhibit 19

Plaintiff's Motion to Compel

From: William H. Yarborough
To: Shaun C. Blake; Jenkins Mann; Sandra Tribble
Cc: cp@tandplegal.com; Ryan C. Holt
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109
Date: Thursday, November 2, 2017 3:07:10 PM
Attachments: Q01.tif

Gentlemen,

Attached are the receipts for table 5 and 6 around the time of the incident as well as Jeff Miller. We are re-verifying receipts to see if there are more for table 6 around this time. In order, the first receipt is Chris Seiple, second is table 6, third is Jeff Miller.

Thanks,



William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T ■ 803-256-2233
F ■ 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Shaun C. Blake [mailto:sblake@rogerslewis.com]
Sent: Tuesday, October 31, 2017 11:32 AM
To: Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>; William H. Yarborough <WHY@swblaw.com>
Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

What amount of information needs to be given that is not on the receipts already provided?

From: William H. Yarborough <WHY@swblaw.com>
Sent: Tuesday, October 31, 2017 11:05:35 AM
To: Shaun C. Blake; Jenkins Mann; Sandra Tribble
Cc: cp@tandplegal.com; Ryan C. Holt
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Shaun,

Depending on the amount of information given it can take 20 minutes or more to identify and print a

WILD WING CAFE-
HOT WINGS COLD BEER GOOD TIMES
729 Lady Street
Columbia, SC 29201
(803) 252-WING (9464)

Server: CERA 06/06/2015
Table 5/1 12:10 AM
Guests: 2 10064
Reprint #: 2

Triple Dipper 8.49
BUC DOMESTIC (2 @16.50) 33.00
(2) Michelob Ultra
(2) Michelob Ultra
(2) Michelob Ultra
(2) Michelob Ultra
(2) Michelob Ultra
22oz Bud It (5 @5.00) 25.00
Wing Sampler 24.59
EXTRA CELERY DIP 1.95
Fried Buffalo Salad 8.99

Subtotal 102.02
PROMO CERT -20.00
Disc Sub Total 82.02
Tax 8.20

Total 90.22

VISA #XXXXXXXXXXXX2720 90.22
Tip 15.00
Total 105.22
Auth:000278

X _____

We appreciate your business!
Please check us out on the web
www.wildwingcafe.com

— Check Closed —

WILD WING CAFE-
HOT WINGS COLD BEER GOOD TIMES
729 Lady Street
Columbia, SC 29201
(803) 252-WING (9464)

Server: UP BAR PM 2 06/05/2015
U 117/1 10:55 PM
Guests: 0 120122

Bulleit Bourbon (4 @8.50) 26.00

Subtotal 26.00
Tax 3.90

Total 29.90

VISA #XXXXXXXXXXXX9986 29.90
Tip 5.00
Total 34.90
Auth:130112

X _____

We appreciate your business!
Please check us out on the web
www.wildwingcafe.com

--- Check Closed ---

WILD WING CAFE-
HOT WINGS COLD BEER GOOD TIMES
729 Lady Street
Columbia, SC 29201
(803) 252-WING (9464)

Server: CERA 06/06/2015
Table 6/1 12:00 AM
Guests: 0 20110
Reprint #: 1

Stoll Razberi 6.00
Water 0.00
Dft Angry Orchard Cider (2 @4.75) 9.50
Vodka 4.25
Red Bull 2.00
Vodka (2 @4.25) 8.50
Red Bull (2 @2.00) 4.00
Fireball Cinn Whiskey 3.00
Red Bull 2.00

Subtotal 39.25
Tax 5.11

Total 44.36

MASTERCARD #XXXXXXXXXXXX1306 44.36
Tip 10.00
Total 54.36
Auth:00502Z

X_____

We appreciate your business!
Please check us out on the web
www.wildwingcafe.com

--- Check Closed ---

Exhibit 20

Plaintiff's Motion to Compel



SWEENEY WINGATE & BARROW P.A.

November 15, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

VIA E-MAIL: sblake@rogerslewis.com

Shaun C. Blake, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St #1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Claim No.: 2805656
Our File: 1395-10793

Dear Shaun:

Please allow this to serve as a response to your letter dated November 10, 2017. In your letter, you state that you have amended your proposed 30(b)(6) topics. However, despite the letter stating that you had enclosed a Notice for the 30(b)(6) deposition, you did not. As I have not seen the topics you have proposed, we cannot determine the individuals that will testify to them. Please send the Notice. Additionally, you did not address my request to limit your topics to the location involved in this litigation as previously Ordered by the Court. Please respond to this Request or I will be forced to file for a Protective Order once your Notice is received.

In line with your question as to who we represent, at this time we have been retained by Cincinnati to represent Vista Wings, LLC and the Aetius companies you subpoenaed yesterday. We consider your subpoenas to (1) constitute an undue burden given the vast amount of documents required in a shorter than 2 week period, (2) be an end run around the SCRPC, (3) specifically seek communications protected by attorney client privilege and the work product doctrine, and (4) seek duplicative documentation already exchanged in discovery. As such, we will move to quash the subpoenas if they have not been withdrawn by Friday, November 17, 2017.

Furthermore, to the extent any of the individuals you named are representatives or employees of Vista Wings or Aetius, they are represented in said role through the company.

Vista Wings, LLC's Service of Alcohol at Wild Wings in the Vista

You were given every physical receipt that Vista Wings has for the evening of the incident. These constitute what is kept in the ordinary course of business at Vista Wings. Cash transactions are included on the "check out" reports as are total number of alcoholic beverages purchased. Again, we have produced to you an extensive amount of receipts and have offered, repeatedly, to provide you with more itemized receipts you identify. We believe this to be more than reasonable and object to producing any further receipts, subject to our continued offer to provide *specific* receipts you identify. This objection includes producing any of the historical data you seek, which, despite your suggestion, has no evidentiary value and is, by definition, a fishing expedition.

Vista Wings, LLC's Litigation Hold Compliance

Your letter misstates the facts. The only letter sent or received on June 1 was from your office. Furthermore, Mr. Finan's Interrogatory asked to "IDENTIFY the date YOU received Plaintiff's litigation hold letter and the date(s) upon which YOU took actions related to such litigation hold." You have been provided with a verified response to this Interrogatory.

Identification of Persons working on the evening of June 5, 2015

Again, the most up to date contact information for the individuals in any way involved in this litigation is included in the personnel files already produced for the previously agreed to individuals.

Missing Employment Record and Identification of Trainers and Supervisors

In the June 1 letter from your office that you cite, Mr. Driver confirmed from our conversation that the personnel files I agreed to produce would include the additional tabs. Acknowledging that the letter wasn't clear, I followed up with an email to ensure there was no misunderstanding later and clarified that "we object to producing anything beyond the individuals [bartenders and door staff] we have already provided information on." Your office sent no further response and subsequently withdrew this part of the motion to compel. We followed up with the complete personnel files of these individuals and, again, received no response or objection from your office in this regard. Months later, when a second motion to compel was filed, there was no mention or discussion of personnel files. In fact, there was no mention of the personnel files again until six (6) months later (and only after the attorney my

office was mainly dealing with on this matter left). Clearly, an agreement was in place and you now seek to renegotiate.

Please note that servers and bartenders are trained by shadowing other servers and bartenders. This type of data is not tracked.

Documentation of Similar Events and Prior Notice to Wild Wing

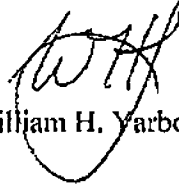
Again, we searched our records to include a 5 year litigation history and incident reports related to other bar fights or over-service for the subject location and none were found to exist.

Improper redaction on WWC 000306 and 000307

These documents are being produced in their unredacted state.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



William H. Varborough, Jr.

WHY

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC
Jenkins M. Mann, Esquire, Rogers Lewis Jackson Mann & Quinn, LLC
Enclosure

Mar 14 2017

REFERENCE ID: 1703148902587

Mark Hammond
NOTARY PUBLIC - SOUTH CAROLINA

**SOUTH CAROLINA
SECRETARY OF STATE**

**CONVERSION OF A CORPORATION
TO A LIMITED LIABILITY COMPANY**

ARTICLES OF ORGANIZATION

****Conversion of an entity can result in tax consequences for the entity. Please consult a tax professional such as a CPA or qualified attorney before filing for conversion.**

The following corporation hereby converts to a limited liability company pursuant to the provisions of Section 33-11-111 and Section 33-11-112 of the 1976 South Carolina Code of Laws, as amended, by filing these Articles of Organization.

1. The name of the limited liability company is Vista Wings, LLC.
2. The initial agent for service of process is Robert W. Pearce, Jr., and the street address in South Carolina for this agent for service of process is 171 Church Street, Charleston SC 29401.
3. The former name of this limited liability company while a corporation was Vista Wings, Inc.
4.
 - a. The number of votes by the shareholders (entitled to vote) which were cast "for" the conversion was: one hundred (100).
 - b. The number of votes by the shareholders (entitled to vote) which were cast "against" the conversion was: zero (-0-).
 - c. If this was less than a unanimous vote "for" conversion, specify either the number or percentage of votes required to approve the conversion: N/A
 - d. If voting by voting group is required, the above information must be provided for each voting group entitled to vote separately on the conversion.
5. The address of the initial designated office is 729 Lady Street, Columbia, SC 29201.
6. The name and mailing address of each organizer is

W. Cecil Crowley
202 Coleman Blvd
Mt. Pleasant, SC 29464
7. ☐ Check this box if the company is to be a term company. If so, provide the term specified:
N/A

111222-0185
VISTAWINGS, LLC

FILED: 12/22/2011

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

WWC 000306

Mar 14 2017

REFERENCE ID: 1703140902587

Vista Wings LLC
Name of Limited Liability Company

8. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each manager:

a. W. Cecil Crowley
202 Coleman Blvd
Mt. Pleasant, SC 29464

b. Dianne Crowley
202 Coleman Blvd
Mt. Pleasant, SC 29464

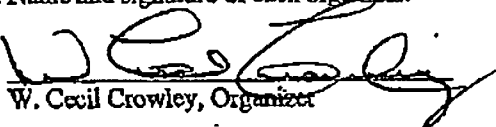
9. ☐ Check this box only if one or more members of the company are to be held liable for its debts and obligations pursuant to § 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended. If one or more members are so liable, specify which members and of which debts, obligations or liabilities such members are liable in their capacity as members: N/A

10. Set forth any optional provisions not inconsistent with law the limited liability company wishes to include in its operating agreement, including any provisions that are required or are permitted to be set forth in the operating agreement. N/A

11. Unless a delayed effective date is specified, the existence of the limited liability company will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time: N/A

12. The Articles of Incorporation of the corporation will be cancelled as of the effective date of this filing.

13. Name and signature of each organizer:


W. Cecil Crowley, Organizer

Date: December 21, 2011

#1291952.1

WWC 000307

Exhibit 21

Plaintiff's Motion to Compel

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

)
)
)

**AFFIDAVIT OF
BRIAN NEAL**

PERSONALLY APPEARED BEFORE ME, the undersigned, Brian Neal, who after being duly sworn, deposes and says:

1. I am Brian Neal, a resident of Lexington County, State of South Carolina.
2. I am the General Manager of Wild Wing Café in Columbia, South Carolina, located at 729 Lady Street, Columbia, South Carolina, 29201.
3. I have reviewed our employment records and have personal knowledge of the employees at Wild Wing Café in Columbia, South Carolina.
4. Wild Wing Café does not now, nor has it ever, employ Brent Weston or Aaron Miller in any capacity.
5. Wild Wing Café does not now, nor has it ever, have any type of formal or informal relationship with Brent Weston or Aaron Miller other than that of invitor/invitee.

FURTHER AFFIANT SAYETH NOT.


Brian Neal

SWORN TO and subscribed before me
this 29 day of June, 2017.


Notary Public for South Carolina
My Commission Expires: 10/1/23

Exhibit 22

Plaintiff's Motion to Compel

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) THE FIFTH JUDICIAL CIRCUIT

Richard A. Finan) Civil Action No.: 2016-CP-40-07109

Plaintiff,)

v.)

Vista Wings, LLC dba Wild Wings)
Cafe - Columbia, Brent Weston, and)
Aaron Miller)

Defendants.)

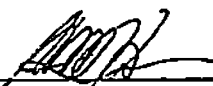
DISCOVERY VERIFICATION

PERSONALLY APPEARED BEFORE ME, Andy Johnson, Chief Financial Officer of Vista Wings, LLC, who, being duly sworn, deposes and says that he has read the following documents for Defendant Vista Wings, LLC:

- Answers to Interrogatories
- Supplemental Answers to Interrogatories
- Responses to Requests for Production
- First and Second Supplemental Responses to Request for Production
- Responses to Plaintiff's Second Requests for Production
- Supplemental Responses to Plaintiff's Second Requests for Production

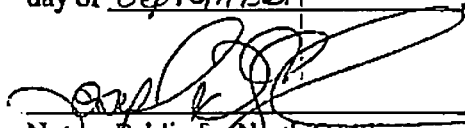
The same is true of his own information, knowledge and/or belief, except as to those matters alleged on information and belief, and as to those, he believes them to be true.

~Signature Page Follows~



Andy Johnson

SWORN to before me this 7th
day of September, 2017.



Notary Public for North Carolina
My Commission Expires: June 17, 2019

Charlotte, North Carolina

July 17, 2017

Exhibit 23

Plaintiff's Motion to Compel



SWEENY WINGATE & BARROW P.A.

November 8, 2017

Reply to: Main Office

William H. Yarborough, Jr.
(803) 256-2233 x7102
why@swblaw.com

VIA E-MAIL: sblake@rogerslewis.com

Shaun C. Blake, Esquire
Rogers Lewis Jackson Mann & Quinn, LLC
1901 Main St #1200
Columbia, SC 29201

RE: Richard A. Finan v. Vista Wings, LLC d/b/a Wild Wing Cafe - Columbia, Brent
Weston, and Aaron Miller
Civil Action No.: 2016-CP-40-07109
Our File: 1395-10793

Dear Shaun:

Please allow this letter to serve as a response to your Rule 11 letter dated 11/2/2017. I will attempt to respond to each section of your letter, in turn, based on the length.

Vista Wings, LLC's Service of Alcohol at Wild Wings in the Vista

Mr. Finan seeks alcohol sales for the month of June 2015. To date, your office has been provided with this information for the night of the incident. My objections to producing this data, canned or not, are valid objections. Alcohol sales for the month of the incident have nothing to do with the facts and circumstances surrounding the bar fight Mr. Finan was a part of. You state that you seek comparative data to discuss adjustments made to staffing on the night of the incident. This information is simply not needed to discuss what adjustments were made and represents the highest level of a fishing expedition.

Second, your contention that you have not been provided all of the shift "check-out" reports, as you call them is unfounded. While the down left bar can be used to "key in" orders, it does not have a cash register nor can it be used for check out. A closer inspection of the receipts you were provided with will show that all orders keyed in to the down left bar will be included on a check out report for either the down middle or down right bar.

Next, you claim that no receipts have been produced. A receipt is, by definition, a written acknowledgment that a person has received money or property in payment following a sale. Merely calling the receipts credit card authorizations does not change that what you have

been provided are, in fact, receipts of purchase. Furthermore, as we have already discussed, these receipts are not simply representative of credit card authorizations. Instead, these receipts include *all* purchases made that night whether cash or card. What you do not have are itemized receipts. As has been discussed at length, the store does not maintain the itemized receipts on site. Instead, they are stored electronically and must be individually pulled.

By your own count, 567 itemized receipts exist that correspond to their non-itemized receipt pair. Simple math tells us that 567 receipts multiplied by 20 minutes of manager time equals 11,340 manager minutes. Continuing, that is 189 hours or, almost 5 full weeks of nothing but pulling itemized receipts. Certainly, that is the definition of undue burden in a case with \$1,600 in damages and extremely questionable liability. Based on this, and in the genuine interest of compromise, I have provided the itemized receipts that represent the tables involved in the altercation and names listed on receipts that we believe are in some way related to the litigation. Further, I have offered, repeatedly to supply you with additional itemized receipts that you identify as what you believe is related to the litigation. What I continue to object to providing is every single itemized receipt for the night of the event.

Litigation Hold Letter

As has also been discussed, at length, it is not a usual business practice for any business to keep a log of what steps were taken to comply with a litigation hold letter and when those steps were taken. Again, my client confirms that your litigation hold has been honored.

Identification of Persons working on the evening of June 5, 2015

We reviewed our records following your letter. Because these individuals worked both shifts on the day in question, our initial search did not show them. However, Reid Baxley, Eric Preston, Caitlin Reid, and Rashel Sandoval did work the second shift on June 5, 2015. Each of these individuals was a server. Courtney Brown and Chelsca Lindsey worked first shift but not second. As you can see from the receipts you were provided, none of these individuals served your client or anyone related to the litigation.

Identification of Witnesses Brian Neal, Andy Johnson & Ela Casuga

As I am sure you are aware, Interrogatory # 1 asks to "Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements." We do not consider any of these individuals to be witnesses concerning the facts of the case. None were present on the night of the bar fight and none have firsthand knowledge of what occurred. Each of them represents some form of staff or management

within the corporate Wild Wings structure. Furthermore, each of these individuals is a representative of Wild Wing and, as such, was identified.

Missing Employment Records and Identification of Trainers and Supervisors

Initially, we note that a compromise in this matter was reached approximately five (5) months ago. My office agreed to provide the personnel files for all of the bartenders and door staff on the night of the incident, but objected to providing the remainder of the personnel files for employees working on the night of the incident. As I'm sure you understand, we do not believe that producing the personnel files for the kitchen staff, for example, has anything to do with this litigation. This agreement was reached during a phone call and is memorialized in an email sent from my office to yours on June 2nd, 2017. It is attached for your reference. Additionally, in line with this agreement, at the hearing for the motion to compel, you did not seek additional personnel records for the local store but only information for other Wild Wings locations. I believe you have a copy of the transcript for verification, but am happy to provide you with a copy should you not.

Your office did request that we ensure these were the complete personnel files, to include the additional tabs section (which you now seek again). As we told you at that time, the additional tabs are not regularly used and there is nothing further to provide by way of personnel file. In that email, I re-sent the complete personnel files of the individuals we agreed to produce (bartenders and door staff) to ensure that what you had was the complete version of those personnel files on record. I have attached that email for your review as well. The most up to date contact information for these individuals is contained within the personnel files.

However, now that we have identified the server, through production of receipts, who served Mr. Finan and his party on the night of the incident, we will produce the personnel file for Cera Falls. As we stated above, the most up to date contact information we would have is in the personnel files you have already been provided.

Work Product Objection regarding Documents sought via FOIA

Vista Wings, LLC has sent one request pursuant to FOIA and your office has received those documents. There are no documents remaining to object to producing and, therefore, this is a moot point.

Documentation of Similar Events and Prior Notice to Wild Wing

Initially, we note again that Wild Wings does not track police activity and has no way of determining an answer to Interrogatory # 16. This was confirmed in our supplemental answers dated September 21, 2017.

Next, your letter states that you believed that Vista Wings, LLC agreed to provide incident reports, insurance company communications, and claims documents pursuant to my letter of June 30, 2017. This is simply not the case. The letter states that we would provide a 5 year litigation history and incident reports related to other bar fights or over-service for the subject location, if any existed. However, after a search, none were found to exist.

Improper redaction on WWC 000306 and 000307

The documents referenced were received by my office in their redacted state from said public body.

Documents regarding the Retaining of Musicians for the Concert on June 5, 2015

Your Request for Production asked for documents regarding the "hiring, retention, or any contract or agreement between" The phrase "any other document" does not appear in your Request, despite your contention. As we stated, no contracts or agreements exist regarding the hiring or retention of the band and your Request has been responded to in full.

30(b)(6) OF VISTA WINGS, LLC

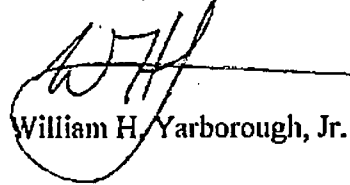
In review of the suggested topics sent by your office for the 30(b)(6) of Vista Wings, LLC, we note that the definition of Wild Wing's is overly broad. As a result, topics 25 through 27 are overly broad. As you know, during the first motion to compel, the Court ruled that only the records of the "local" Wild Wing's were discoverable. We take the position that the ruling is controlling.

Please let me know if you will agree to limit these topics to only the subject property. Otherwise, we will be forced to file for a Protective Order and further delay the deposition. We have already provided you with our available dates.

As always, please do not hesitate to contact me with any questions or concerns. I look forward to continuing to work towards a resolution of this matter with you.

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



William H. Yarborough, Jr.

WHY
Enclosures

cc: J. Christopher Pracht, V, Esquire, Thomason & Pracht, LLC
Jenkins M. Mann, Esquire, Rogers Lewis Jackson Mann & Quinn, LLC

William H. Yarborough

From: William H. Yarborough
Sent: Friday, June 02, 2017 1:14 PM
To: Colton Driver
Subject: Finan v. Wild Wing Cafe

Colton,

Hope the office move is going well. This email is in response to your dated June 1, 2017 in this case. Just by way of clarification on the second paragraph in your letter, our plan is to ensure we gave you what we have as far as a personnel file is complete. If they are not, we will provide you with the remainder. However, if there is no data in the other tabs, we may not have anything to supplement on the personnel files. Either way, we will let you know what we find.

Second, if there are any reprimands of these individuals, that would be a part of the personnel files. It may be the case that there are not reprimands of these employees. As far as the scope of what I think you are looking for in your discovery, we object to producing anything beyond the individuals we have already provided information on. Our reasoning behind this is that we don't believe any reprimands that someone else unrelated to this location and litigation may have received has any bearing on this case.

I know you guys are busy moving today, but feel free to give me call on this.

Thanks,

S·W·B

William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)

PO Box 12129

Columbia, SC 29211

T • 803-256-2233

F • 803-256-9177

[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

William H. Yarborough

From: William H. Yarborough
Sent: Wednesday, June 28, 2017 12:19 PM
To: Colton Driver
Subject: Finan v. WWC
Attachments: Alexandria Wilden.pdf; Bradley A Johnson.pdf; james b hbs.pdf; James Bryan1.pdf; James Bryan2.pdf; James Bryan3.pdf; James Bryanhandbook.pdf; Lexi Wilden2.pdf; sara b hbs.pdf; Sara Boyer1.pdf; Sara Boyer2.pdf; Sara Boyerhandbook.pdf; Seth Franklin handbook.pdf; seth franklin hbs.pdf; Seth Franklin.pdf

Colton,

Just got the files on the personnel from my Wild Wing people. I spoke with them regarding the additional tabs that you noted in one of the letters you sent me. I am told that they don't regularly use those other tabs so there is no information contained within them. I am attaching all of the files that I was sent, but, from my review, it appears it is identical to what we have already produced.

Thanks,



William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

Exhibit 24

Plaintiff's Motion to Compel

*** Checkout ***

Unit # 22 06/06/2015

Cera Falls (CERA) 02:19 AM

SHIFT: 1

REV: Restaurant

JOB CODE: Server

*** SALES ***

Food:	451.91(+)
Liquor:	221.90(+)
Beer:	77.63(+)
Wine:	24.00(+)
Draft:	68.60(+)
SALES:	844.04
TOTAL:	844.04(=)

*** TAXES ***

EXCLUSIVE:

Sales Tax:	45.23(+)
Bar Tax:	18.63(+)
Liq Tax Incl:	30.90(+)

TOTAL:	94.76

*** COMPS ***

01 CUSTOMER\COMP %:	18.75(+)
07 PROMO\CERT:	100.00(+)
01 BAND\DJ COMP:	25.00(+)
TOTAL COMPS:	143.75

GROSS SALES:	1082.55(=)

*** PAYMENTS ***

12 CASH:	407.96
04 MASTERCARD:	196.72(-)
09 VISA:	422.24(-)
TOTAL PAYMENTS	1026.92

*** CC TIPS ***

03 MASTERCARD:	21.00
08 VISA:	67.12
TOTAL TIPS:	88.12

TOTAL COMPS:	143.75(-)

ROUNDING BENEFIT:	0.00(+)

TOTAL CASH OWED:	319.84(=)

Employee X _____

Cash Rcvd By X _____

*** MASTERCARD ***

20077 XXXXXXXXXXXX9217	73.57	0.00
40415 XXXXXXXXXXXX3858	9.92	6.00
20110 XXXXXXXXXXXX1306	44.36	10.00
20146 XXXXXXXXXXXX3619	47.87	5.00

175.72 21.00

*** VISA ***

10054 XXXXXXXXXXXX5011	37.44	8.00
10068 XXXXXXXXXXXX0986	10.21	0.00
20092 XXXXXXXXXXXX9619	17.12	2.80
20096 XXXXXXXXXXXX0204	43.99	8.01
70131 XXXXXXXXXXXX6350	25.83	5.00
20111 XXXXXXXXXXXX5085	31.34	3.66
20106 XXXXXXXXXXXX8719	28.35	4.65
10064 XXXXXXXXXXXX2720	90.22	15.00
20080 XXXXXXXXXXXX5331	70.62	20.00

355.12 67.12

*** AUDIT ***

18 GUESTS 26 CHECKS

011 SPLIT CHECKS

*** SALES DETAIL ***

NET SALES		\$844.04
WING BAR SOLD		\$0.00
Alcohol Sales	94	\$313.25
FOOD SALES	293	\$529.54
GIFT CARDS		\$0.00
Appetizer Sales	19	\$135.91
GIFT CARD		\$0.00
Yuengling		\$0.00
Sales per Guest		\$ 46.89
PPA		\$ 60.14
Breast Center		\$0.00

*** TRUE COMP SALES ***

01 CUSTOMER\COMP %:	18.75
07 PROMO\ncERT:	100.00
01 BAND\ndJ COMP:	25.00
TOTAL COMPS:	143.75

Exhibit 25

Plaintiff's Motion to Compel

From: Shaun C. Blake
To: "William H. Yarborough"; Jenkins Mann; Sandra Tribble
Cc: cp@randolegal.com; Ryan C. Holt; Wes Jackson; Tyler Koester; "andy@aunmckaylaw.com"
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109
Date: Monday, November 20, 2017 7:23:00 PM

Will,

First, I was confident that the POS system was Aloha when I saw the discovery production, which I why I asked you by email the native format several times in light of Rule 11 and in the hope of avoiding the effort required to send those requests. Because I was confident that the POS system was Aloha, you can imagine my surprise at your assertion it was going to take a Wild Wing manager 189 hours to produce the itemized receipts/checks that have been requested from the evening of June 5, as I am sure that you have familiarized yourself with the operation of the Aloha Manager interface and its capabilities. If not, I respectfully suggest that you revisit with your client this claim that it takes "20 minutes" to reprint each guest check, and specifically discuss the Aloha Reprint Menu's functionality, including the ability sort guest check information by employee and/or time and the "reprint all" option therein. Considering this functionality, and Aloha's export functionality, I cannot comprehend the basis of the "under burden" objection.

Second, I am not sure if you have had an opportunity to read the depositions, but I have read or attended each, and I cannot tell you the name of all of the individuals who had something to do with the "bar fight." Multiple witnesses have identified a large group of persons involved in the attack of Mr. Finan and his dinner guests, certainly more than simply Mr. Miller and Mr. Weston. For example, Joni Williamson testified she saw four (4) persons attacking Mr. Finan, and she saw "a bunch" of men that jumped on Mr. Seiple while Mr. Finan was being beaten. Likewise, Mr. Seiple identified a group of "7-8" people that were in the group that attacked them. Certainly there can be no dispute that all of these persons "had something to do with the fight." Who is it, then, that Vista Wings considers to be the individuals that "had something to do with the fight"? That is certainly responsive to outstanding interrogatory requests, and we would like to know these persons names, please, as soon as possible – perhaps that can help us resolve this issue over the need for all itemized receipts from the evening of the concert. Meanwhile, we are going to depose Mr. Miller and Mr. Weston to hopefully learn some more names and the contact information of the people in that area at the time of the attack; and we need to be able to pair the receipts, and thereby the alcohol consumed, these persons.

Moreover, I understand that Vista Wings wants to only focus on its conduct regarding the "bar fight" itself. However, the scope of this dram shop case is not so myopic; we intend to present evidence to the jury regarding Vista Wings' "Wild" culture and its business practices regarding the service of alcohol during concert events. I understand that Vista Wings disagrees with providing comparative alcohol sales data, and so I will ask the court to address that dispute for us. The receipts, or a more accurate summary of them – which can also be easily printed through Aloha – are needed to get an accurate number of product mix and alcohol served.

Finally, regarding the deposition notice, since learning of Andy Aun's involvement from Earl Ellis' office, I have called Andy Aun several times, and I have left him voicemails, to discuss his and his

client's involvement in this case, their availability for that deposition, the mediation, and to promptly participate in discovery. I am attempting to learn of whether I need to status the case with Judge Manning at this time due to his appearance per Rule 40(h). I am sure that your client does not want to be subject to a second deposition by Mr. Aun. I have not heard back from Andy from my voicemails last week, but I will attempt to contact him again tomorrow as I am traveling back and forth from a mediation in Greenville. As far as the content of the notice, as I have indicated, it is being revised, and you may have a different designee for the added topics that may need to be deposed on different day; but assuming Mr. Aun is available, I do not see why we cannot proceed with your current designee on the date provided. I saw your comment in your letter dated November 8 that topics 25 to 27 are overly broad, which I understand to be based on the same ruling that you characterize a few paragraphs above as being limited to employment records. I would note that the court's ruling was based, in large part, on your representation to Judge McFadden during the hearing that Vista Wings, LLC operates "all Wild Wing Cafés" – the entire "national chain", and so Mr. Finan's request for employment records was directed to all Wild Wing Cafés "everywhere." Based on the public records that I have seen, that is simply not the case, but we can sort that out further in the 30(b)(6) deposition. Once I know whether Mr. Aun is prepared to proceed on Dec. 4, I will send you a revised notice clarifying many of the topics, and you can evaluate whether you need to file a motion in response. Thanks for holding the date.

Shaun C. Blake, Esq.
Member

ROGERS LEWIS
ATTORNEYS AT LAW

Main: (803) 256-1268
Direct: (803) 978-1965
Cell: (803) 834-9335
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, SC 29201

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein

From: William H. Yarborough [mailto:WHY@swblaw.com]

Sent: Monday, November 20, 2017 6:21 PM

To: Shaun C. Blake <sblake@rogerslewis.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smit@swblaw.com>

Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>; Wes Jackson

<wjackson@rogerslewis.com>; Tyler Koester <tkoester@rogerslewis.com>

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Shaun,

I believe you sent me your 3rd set of Interrogatories and your 5th set of Requests for Production seeking this information last week. While I don't believe this information is in the least bit relevant to the bar fight your client engaged in, by my count, responses are due December 14th. However, in the interest of moving forward and emerging from the unnecessary cycle we find ourselves in, NCR Aloha.

Please note that the excessive discovery you seek in reference to itemized receipts is not only an undue burden, but we take the position that the itemized receipts for individuals who had nothing to do with the fight are not calculated to lead to any type of discoverable material. We oppose any further discovery beyond the large amount of information we have already provided. Furthermore, if you simply seek aggregate data for how much alcohol was sold, you already have that information.

The dates we have provided for a 30(b)(6) deposition are rapidly approaching. While we continue to hold these dates, we cannot hold them all indefinitely. Please issue your notice and advise whether you will agree to limit it to the location at issue as I have now requested 3 times. Otherwise, we will file the appropriate motion.

S·W·B

William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Shaun C. Blake [<mailto:sblake@rogerslewis.com>]

Sent: Monday, November 20, 2017 11:48 AM

To: William H. Yarborough <WHY@swblaw.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>

Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>; Wes Jackson <wjackson@rogerslewis.com>; Tyler Koester <tkoester@rogerslewis.com>

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Will,

I am following up on this for a 4th time on this. I am trying to consult with you pursuant to Rule 11 to see if I can resolve your "undue burden" objection and determine how detailed the deposition notice needs to be on the minutia of electronic document storage and production from Vista Wing's 30(b)(6) designee, but we need to know if the POS system that is being used to host this information is Aloha or some lesser known system and what native format this data is in for extraction purposes. These POS systems have a number of functions that can be helpful in resolving the concern voiced in your representation that it takes "20 minutes" to reprint each guest check. For example, server, sales, and product mix reports can be generated and printed that specify, by employee, that precise type of alcohol sold during specific time intervals. Likewise, the detailed receipts, or "checks," we have requested can be sorted by Group, including by employee or time, and either printed as a group in one click or exported electronically so that the Plaintiff can print them. Please advise.

Thanks,

Shaun C. Blake, Esq.
Member

ROGERS LEWIS
ATTORNEYS AT LAW

Main: (803) 256-1268
Direct: (803) 978-1965
Cell: (803) 834-9335
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, SC 29201

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein

From: Shaun C. Blake
Sent: Thursday, November 2, 2017 7:24 PM
To: 'William H. Yarborough' <WHY@swblaw.com>; Jenkins Mann <jmann@rogerslewis.com>; 'Sandra Tribble' <smt@swblaw.com>
Cc: 'cp@tandplegal.com' <cp@tandplegal.com>; 'Ryan C. Holt' <RCH@swblaw.com>; Wes Jackson <wjackson@rogerslewis.com>; Tyler Koester <tkoester@rogerslewis.com>
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

William,

Please do let me know regarding the matter below; it will be useful to identify the native format of these "checks", as it may ease discovery production as opposed to the use of .tif. Additionally, see attached, which has been placed in the mail to you as well.

Thanks,

Shaun C. Blake, Esq.
Member

ROGERS LEWIS
ATTORNEYS AT LAW

Main: (803) 256-1268
Direct: (803) 978-1965
Cell: (803) 834-9335
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, SC 29201

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein

From: Shaun C. Blake
Sent: Thursday, November 2, 2017 3:44 PM
To: 'William H. Yarborough' <WHY@swblaw.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>
Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

William,

Thanks for your email. I understand that .tif is the format you received it in; what I am asking is whether .tif is the format that it is stored in natively, or if it had to be converted from a native format into a tif.

Thanks,

Shaun C. Blake, Esq.

Member

ROGERS LEWIS
ATTORNEYS AT LAW

Main: (803) 256-1268
Direct: (803) 978-1965
Cell: (803) 834-9335
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, SC 29201

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein

From: William H. Yarborough [<mailto:WHY@swblaw.com>]
Sent: Thursday, November 2, 2017 3:24 PM
To: Shaun C. Blake <sblake@rogerslewis.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>
Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

It's a TIFF – it is the format I received them in. Opens in windows photo viewer for me. Happy to print them and send in pdf format if you can't access.

S·W·B

William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T ■ 803-256-2233
F ■ 803-256-9277
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Shaun C. Blake [<mailto:sblake@rogerslewis.com>]

Sent: Thursday, November 02, 2017 3:18 PM

To: William H. Yarborough <WHY@swblaw.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>

Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

What is the native format of this electronic document?

Thanks,

Shaun C. Blake, Esq.
Member

ROGERS LEWIS
ATTORNEYS AT LAW

Main: (803) 256-1268
Direct: (803) 978-1965
Cell: (803) 834-9335
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, SC 29201

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein

From: William H. Yarborough [<mailto:WHY@swblaw.com>]

Sent: Thursday, November 2, 2017 3:07 PM

To: Shaun C. Blake <sblake@rogerslewis.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>

Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Gentlemen,

Attached are the receipts for table 5 and 6 around the time of the incident as well as Jeff Miller. We are re-verifying receipts to see if there are more for table 6 around this time. In order, the first receipt is Chris Seiple, second is table 6, third is Jeff Miller.

Thanks,



William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Shaun C. Blake [<mailto:sblake@rogerslewis.com>]

Sent: Tuesday, October 31, 2017 11:32 AM

To: Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>; William H. Yarborough <WHY@swblaw.com>

Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

What amount of information needs to be given that is not on the receipts already provided?

From: William H. Yarborough <WHY@swblaw.com>

Sent: Tuesday, October 31, 2017 11:05:35 AM

To: Shaun C. Blake; Jenkins Mann; Sandra Tribble

Cc: cp@tandplegal.com; Ryan C. Holt

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Shaun,

Depending on the amount of information given it can take 20 minutes or more to identify and print a single receipt. Further, I'm told only the GM or a manager has access. As I've said, we are already working to send the itemized versions of the ones I have identified and are happy to add some that you would like added.

Thanks,



William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Shaun C. Blake [<mailto:sblake@rogerslewis.com>]
Sent: Monday, October 30, 2017 5:13 PM
To: William H. Yarborough <WHY@swblaw.com>; Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>
Cc: cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Will,

How much time does it take to run one?

Shaun C. Blake, Esq.
Member

ROGERS LEWIS
ATTORNEYS AT LAW

Main: (803) 256-1268
Direct: (803) 978-1965
Cell: (803) 834-9335
P.O. Box 11803 (29211)
1901 Main Street, Suite 1200
Columbia, SC 29201

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein

From: William H. Yarborough [<mailto:WHY@swblaw.com>]
Sent: Monday, October 30, 2017 4:56 PM
To: Jenkins Mann <jmann@rogerslewis.com>; Sandra Tribble <smt@swblaw.com>
Cc: Shaun C. Blake <sblake@rogerslewis.com>; cp@tandplegal.com; Ryan C. Holt <RCH@swblaw.com>
Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Jenkins,

Thank you for the quick response. Unfortunately, I do not believe that is a reasonable request. As you have seen, the transactions are numerous and I believe the request to run each of them to be overly burdensome and out of proportion to this case. I am happy to argue the motion. In the meantime and as I have said, I will go forward with providing to you the itemized receipts for the tables of individuals involved and individuals named and specific receipts identified by you. Should you file your motion, my offer to pull specific receipts identified by you will still be on the table.

Thanks,

S·W·B

William H. Yarborough, Jr. | Attorney
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177
[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Jenkins Mann [<mailto:jmann@rogerslewis.com>]

Sent: Monday, October 30, 2017 4:42 PM

To: Sandra Tribble <smt@swblaw.com>

Cc: Shaun C. Blake <sblake@rogerslewis.com>; cp@tandplegal.com; William H. Yarborough <WHY@swblaw.com>

Subject: RE: Finan v. WWC-Case No. 16-CP-40-7109

Will,

Thank you for your letter. We would like the itemized bill for every patron at Wild Wing that evening, as we requested approximately 1 year ago. If in fact what you have sent us is the payment receipt for every transaction that evening, then please run every reference number and provide the itemized bill. Please let me know if you will be providing that. If not, again, we will be immediately filing a motion to compel/rule to show cause which we will not agree to withdraw. Thanks,

Jenkins M. Mann, Esq.

Member

PLEASE NOTE WE HAVE MOVED TO 1901 MAIN ST., SUITE 1200, COLUMBIA SC 29201

ROGERS LEWIS
ATTORNEYS AT LAW

803-978-2831 Direct Dial 803-252-3653 Fax
1901 Main St., Suite 1200, Columbia, South Carolina 29201
PO Box 11803 (29211)

The preceding email message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

CIRCULAR 230 NOTICE: To comply with requirements imposed by the United States Treasury Department, any information regarding any U.S. federal tax matters contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, as advice for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed therein.

From: Sandra Tribble [<mailto:smt@swblaw.com>]
Sent: Monday, October 30, 2017 4:33 PM
To: Jenkins Mann <jmann@rogerslewis.com>
Cc: Shaun C. Blake <sblake@rogerslewis.com>; cp@tandplegal.com; William H. Yarborough <WHY@swblaw.com>
Subject: Finan v. WWC-Case No. 16-CP-40-7109

Please see attached correspondence from attorney Will Yarborough regarding the above-referenced case.

S·W·B

Sandra M. Tribble | Legal Assistant
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T • 803-256-2233
F • 803-256-9177

[Web](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

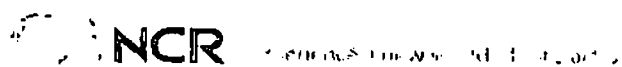
Exhibit 26

Plaintiff's Motion to Compel



NCR Aloha Table Service Point-of-Sale Report Guide

Use with CFC and new Aloha Manager



Copyright

Copyright © 2013, NCR Corporation - All rights reserved. The information contained in this publication is confidential and proprietary. No part of this document may be reproduced, disclosed to others, transmitted, stored in a retrieval system, or translated into any language, in any form, by any means, without written permission of NCR Corporation.

NCR Corporation is not responsible for any technical inaccuracies or typographical errors contained in this publication. Changes are periodically made to the information herein; these changes will be incorporated in new editions of this publication. Any reference to gender in this document is not meant to be discriminatory. The software described in this document is provided under a license agreement. The software may be used or copied only in accordance with the terms of that agreement.

NCR Aloha Table Service

Point-of-Sale Report Guide

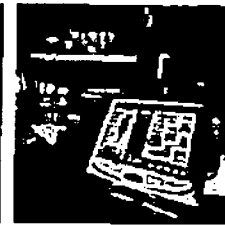


Table of Contents

Introduction

Configuring Your Reports..... 1-1

Configuring Reports to Display Fractional Guest Counts.....1-4

Configuring the Labor Group in Store Settings 1-6

Configuring the Financials Group in Store Settings 1-8

Configuring the Report Printing Group in Store Settings 1-10

Enabling Employees to Run FOH Reports.....1-12

Configuring BOH Audit Report to Meet PCI-DSS 1-14

Configuring FOH Reports to Display On-Screen 1-16

Configuring Custom FOH Reports 1-17

Configuring the FOH Sales and Labor Statistics Report.....1-22

Analyzing Your FOH Reports..... 2-1

About Aloha FOH Reports 2-3

Key Benefits of the Aloha FOH Reports 2-3

Common Buttons on the FOH Reports Screen.....2-5

Break Alert Report 2-6

Clock In/Out Times Report 2-9

Custom Reports.....2-10

Drawer Report.....2-12

Employee Breaks Report.....2-13

Employees Clocked In Report 2-16

Employee FOH Sales Report 2-17

Flash Report 2-20

Item Availability Report.....2-24

Labor Report.....2-25

Payment Report 2-26

Product Mix Report 2-27

Restaurant Sales Report 2-28

Sales & Labor Statistics Report.....2-33

Sales by Revenue Center Report.....2-35

Server Sales Report.....2-37

Analyzing Your BOH Reports 3-1

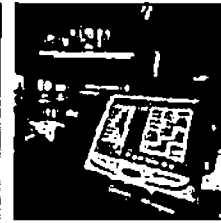
About Aloha BOH Point-of-Sale Reports 3-3

Key Benefits of the BOH Aloha Reports.....3-3

Common Buttons on the Reports Screen.....3-8

Sales Report Summary/Weekly.....	3-12
Editing a Deposit.....	3-14
Adding Sections to the Sales Report.....	3-14
Sales by Revenue Center Report.....	3-30
Adding Sections to the Sales by Revenue Center Report.....	3-31
Server Sales Detail Report.....	3-37
Adding Sections to the Server Sales Detail Report.....	3-38
Comparative Employee Sales Report.....	3-44
Performance Measures Report.....	3-46
Configuring the Performance Measures Report.....	3-48
Hourly Sales and Labor Report.....	3-49
Tiered Tax Report.....	3-53
Labor Report.....	3-56
Configuring the Labor Report.....	3-57
Scheduled vs. Actual Labor Report.....	3-60
Employee Breaks Report.....	3-62
Configuring Employee Breaks Report.....	3-63
Overtime Warning Report.....	3-65
Configuring Overtime Warning Settings.....	3-66
Overtime Forecast Report.....	3-67
Configuring Overtime Forecast Report Settings.....	3-68
Interactive Message Response Report.....	3-69
Configuring Interactive Message Response Report.....	3-70
Tip Income Report.....	3-71
Configuring the Tip Income Report.....	3-72
Employee Tip Report.....	3-74
Tipshare Distribution Detail Report.....	3-77
Tipshare Distribution Summary Report.....	3-79
Front-of-House Cash Owed Report.....	3-80
Configuring the Front-of-House Cash Owed Report.....	3-81
Speed of Service Report.....	3-82
Configuring the Speed of Service Report.....	3-83
Time and Attendance Detail Report.....	3-85
Configuring the Time and Attendance Detail Report.....	3-86
Edited Punches Report.....	3-88
Configuring the Edited Punches Report.....	3-89
Payments Report.....	3-91
Configuring the Payment Detail Report.....	3-92
House Account Report.....	3-94
Product Mix Report.....	3-95
Configuring the Product Mix Report.....	3-97
Quick Count Report.....	3-102
Menu Item Prices by Name Report.....	3-104
Menu Item Prices by Number Report.....	3-104
Delivery Driver Report.....	3-105
Configuring the Delivery Driver Report.....	3-106
Delivery Production Report.....	3-107
Configuring the Delivery Production Report.....	3-108
Voids Report.....	3-109
Configuring the Void Report.....	3-110
Surcharges Report.....	3-111
Back of House Security Levels Report.....	3-113
Back of House Users Report.....	3-114

3 Analyzing Your BOH Reports



About Aloha BOH Point-of-Sale Reports	3-3
Key Benefits of the BOH Aloha Reports.....	3-3
Common Buttons on the Reports Screen	3-8
Sales Report Summary/Weekly	3-12
Editing a Deposit	3-14
Adding Sections to the Sales Report.....	3-14
Sales by Revenue Center Report	3-30
Adding Sections to the Sales by Revenue Center Report	3-31
Server Sales Detail Report	3-37
Adding Sections to the Server Sales Detail Report	3-38
Comparative Employee Sales Report	3-44
Performance Measures Report	3-46
Configuring the Performance Measures Report	3-48
Hourly Sales and Labor Report	3-49
Tiered Tax Report	3-53
Labor Report	3-56
Configuring the Labor Report	3-57
Scheduled vs. Actual Labor Report	3-60
Employee Breaks Report	3-62
Configuring Employee Breaks Report	3-63
Overtime Warning Report	3-65
Configuring Overtime Warning Settings	3-66
Overtime Forecast Report	3-67
Configuring Overtime Forecast Report Settings.....	3-68
Interactive Message Response Report.....	3-69
Configuring Interactive Message Response Report	3-70
Tip Income Report	3-71
Configuring the Tip Income Report	3-72
Employee Tip Report	3-74
Tipshare Distribution Detail Report	3-77
Tipshare Distribution Summary Report	3-79
Front-of-House Cash Owed Report	3-80
Configuring the Front-of-House Cash Owed Report	3-81
Speed of Service Report	3-82
Configuring the Speed of Service Report.....	3-83
Time and Attendance Detail Report	3-85
Configuring the Time and Attendance Detail Report	3-86
Edited Punches Report.....	3-88
Configuring the Edited Punches Report.....	3-89
Payments Report	3-91
Configuring the Payment Detail Report.....	3-92
House Account Report	3-94

Product Mix Report	3-95
Configuring the Product Mix Report.....	3-97
Quick Count Report.....	3-102
Menu Item Prices by Name Report	3-104
Menu Item Prices by Number Report	3-104
Delivery Driver Report.....	3-105
Configuring the Delivery Driver Report.....	3-106
Delivery Production Report.....	3-107
Configuring the Delivery Production Report.....	3-108
Voids Report.....	3-109
Configuring the Void Report.....	3-110
Surcharges Report	3-111
Back of House Security Levels Report	3-113
Back of House Users Report	3-114
Detailed Access Levels Report	3-115
System Parameter Summary Report.....	3-116
Reprints	3-117
The File Menu	3-117
The Reprint Menu	3-118
Transfers Report.....	3-122
Audit Report	3-123
Configuring the Audit Report.....	3-123
Crystal Reports	3-127

About Aloha BOH Point-of-Sale Reports

The Aloha BOH reports provide vital information to aid in operating a successful business. The reports menu, contains selections that provide numerous reporting capabilities for sales, labor, product mix, payments, voids, and auditing.

The Sales, Employee, and Product Mix options include additional menu drop-down choices.

In addition, the Aloha system works with Crystal Report Writer. Crystal Report Writer (CRW) is a third-party software application available from Aloha dealers, and configured to produce custom reports using data from Aloha .DBF files. The Aloha system includes a run-time version of CRW allowing the use of Crystal Report Writer RPT files free of charge.

The report formats are configured by the user and no longer require font selection. Fonts are built in to the system using the True Type capabilities of the Microsoft® Windows operating systems.

Configuration of Voids in Gross Sales

Voids are included in gross sales for all FOH and BOH reports. You can configure the system to exclude voids from these reports by selecting the 'Gross Sales Do Not Include Voids' check box in Maintenance > Business > Store Settings tab > Financials group. If this option is selected, all totals for gross sales include voids.



Refer to the NCR Aloha Table Service Reference Guide for more information on Store Settings.

Some reports are a collection of separate sections that display selected information defined by you using the report settings dialog box. The examples given in this book do not display actual data and are intended to be used as a guide.

In this guide you learn how to:

- Define and prioritize report fields for specific reports.
- Navigate through the Preview Report screen.
- Reprint guest checks and checkout reports by employee, date, etc.
- Create custom reports through Crystal Report Writer.

Key Benefits of the BOH Aloha Reports

The following is a list, in menu order, of the Aloha BOH reports available to you and their key benefits. Menu options that differ from the report title are indicated in parenthesis:

Report	Description
Sales Report Summary or Weekly	Displays sales information for all terminals in use for the selected date(s). You can select sales information for a single date, or for a week.
Sales by Revenue Center Report	Displays sales information for a defined section of the restaurant.
Server Sales Report (Server Sales Detail)	Displays sales information for a single employee, or groups of employees.
Sales Comparison Report (Comparative Employee Sales)	Displays sales comparisons between two employees, or groups of employees.
Performance Measures Report	Displays information pertaining to performance measures. Use this report to determine the value and progress of employees.

Report	Description
Hourly Sales and Labor Report	Displays sales and labor information for a defined period of time. The information is based on when a guest check is opened.
Tiered Tax Report	Displays three types of taxes, such as primary tax, gratuity tax, and beverage tax, based on the percentage of gross sales by category, by revenue center.
Labor Report	Displays labor information in three separate report options.
Scheduled vs Actual Labor Report	Displays labor information compared to weekly labor schedules. Schedules must be created for the selected week(s) to display accurate information.
Employee Breaks Report	Displays labor information for employees that take breaks.
Overtime Warning Report	Displays labor information for employees reaching overtime.
Overtime Forecast Report	Provides overtime information on the number of hours worked through a given day within a week, and the number of remaining hours scheduled to work for that same week.
Interactive Message Response Report	Reports on the responses received from each employee when using the Interactive Messages feature.
Tip Income Report	Includes tippable sales, declared tips, charged sales with tips, charged tips, and auto gratuities for each employee.
Employee Tip Report (TS)	Display the tip declarations of tipped and indirectly tipped employees. With this report you can monitor and eliminate the under declaration of tips, and also provide all the information you need for 8027 filing.
Time and Attendance Detail Report	Displays time and attendance information for employees, such as clock in and out times, break in and out times, edited punches, who performed the punch and the reason for the punch.
Tipshare Distribution Detail Report	Provide confirmation between management and the employee, if desired. The report is grouped by the checkout time of the contributor, which could span more than one business date, depending on the time the employee checked out.
Tipshare Distribution Summary Report	Displays the total calculated tipshare received by the selected dates, with totals from each contributor.
FOH Cash Owed Report	Lists employees who ring checks, and cash declared and owed.
Speed of Service Report	Displays information pertaining to the speed of processing transactions. This report helps management identify and track potential bottleneck areas of the restaurant and dining experience.
Time and Attendance Report	Provides the ability to report employee time in and out by day, report employee breaks by day, report time adjustments, report edit punch reasons and who edited the punch, and provide a signature line and check number line.
Edited Deposits	Displays cash information such as cash drops and cash drop editing.
Payments Detail Report (Payments)	Displays payment information for all cash and non-cash tender transactions.
House Accounts Report	Allows for the printing of house account invoices for use when billing customers.
Product Mix Report (Product Mix or Weekly)	Displays product information for items sold in your establishment.
Quick Count Report	Displays the tracking and projected counts for items defined as tracking items in the Quick Count product.
Menu Item Prices by Name (TS)	Prints all item prices, sorted by name, per category. Also included is every submenu and modifier group attached to the item. The price reflects the price at which the item is sold.
Menu Item Prices by Number (TS)	Prints all item prices, by the item ID number, per category. Also included is every submenu and modifier group attached to the item. The price reflects the price at which the item is sold.

Report	Description
Delivery Driver Report	Provides a detailed listing of delivery trips, and works in conjunction with the Delivery/Frequent Buyer product.
Delivery Production Report	Provides a detailed listing of delivery trips, such as the starting, ending, and average time.
Daily Void Report (Voids)	Displays information pertaining to voids performed for the selected date(s).
Surcharge Report	Displays information pertaining to surcharges for the selected date(s).
Back-of-House Security Levels Report (Back-of-House User)	Displays information pertaining to employees accessing the BOH program.
Back-of-House User Security Report	Displays information pertaining to the BOH users' restrictions.
Audit Report	Displays detailed information on the functions performed from the Front-of-House terminals. User this report to detect theft and for other monitoring purposes.
Detailed Access Levels Report	Displays defined access level information and the functions each level can perform.
System Parameter Summary Report	Prints database settings, such as store information and guest check printing.
Reprints	Permits the guest checks or checkout reports for a specific date to be configured or reprinted with font specifications for font type, style, and size.
Transfers	Provides a listing of all tables transferred between employees in the FOH. It is commonly used as an audit tool for a single date.
Audit Report	Provides detailed tracking of individual transactions that occur in the FOH, including an audit trail for checks that are empty and have been deleted from the Aloha system because they are empty.
Crystal Reports	Enables custom reports to be created or modified for use in products like the Aloha system.

Exhibit 27

Plaintiff's Motion to Compel

Restaurant Sales Report

Touch Restaurant Sales on the FOH Reports screen to display and print the Restaurant Sales report. The report provides a summary of up to date data based on sales generated for the day, by day part. To a manager, it is the most important report, as it reports information in several formats, depending on your needs.

The Restaurant Sales report has eight view options: Summary, Net, Sales, Labor, Payments, Comps, Promos, and Taxes. Touch Print to print the report for the corresponding view. Touch Print All to print all views of the report.

Summary View

The Sales Summary view appears each time you access the Restaurant Sales report. This view displays sales information, by day part, based on the following on screen calculation: net sales (gross sales - taxes - order mode charges) - comps - promos + taxes - payments + order mode charges + gift certificates sold - gift certificate comps - gift certificate promos + revenue items sold = cash balance. An ending void section displays for voided gift certificates and voided revenue items.

Sales Summary				
SUMMARY	11-12 AM	12-1 PM	1-2 PM	TOTAL
Gross	15.72	23.25	32.00	70.97
+ Voids	0.00	0.00	0.00	0.00
+ Taxes	2.72	1.45	1.50	5.67
+ Comps	14.00	0.00	0.00	14.00
+ Promos	0.00	0.00	0.00	0.00
+ Surcharges Assessed	0.00	0.00	0.50	0.50
+ Order Charges	0.00	0.00	0.00	0.00
+ Additional Charges	0.00	0.00	0.00	0.00
Net Sales	1.72	23.25	32.00	57.97
+ Taxes	2.72	1.45	1.50	5.67
+ Surcharges Not Collected	0.00	0.00	0.00	0.00
Adjusted Gross	4.44	24.70	33.50	62.64
+ Payments	0.00	0.00	0.00	0.00
+ Surcharges Collected	0.00	0.00	0.50	0.50
+ Order Charges	0.00	0.00	0.00	0.00
+ Additional Charges	0.00	0.00	0.00	0.00
+ Gift Cards Sold	0.00	0.00	0.00	0.00

Figure 2 - 27 Restaurant Sales Report - Summary View

Net View

Touch Net to display the Net Sales view. The Net Sales view displays the total net sales amount for each sales and retail category, broken down by day part. It includes a grand total for each category, and each day part.

Net Sales				
CATEGORIES:	11-12 AM	12-1 PM	1-2 PM	TOTAL
Food	39.00	22.00	20.00	180.00
Alcohol	0.00	0.00	0.00	4.00
Son Drink	0.00	0.00	0.00	0.00
SALES:	39.00	22.00	20.00	184.00
Retail	0.00	0.00	0.00	0.00
Net Sales:	39.00	22.00	20.00	184.00

Figure 2 - 28 Restaurant Sales Report - Net Sales View

Sales View

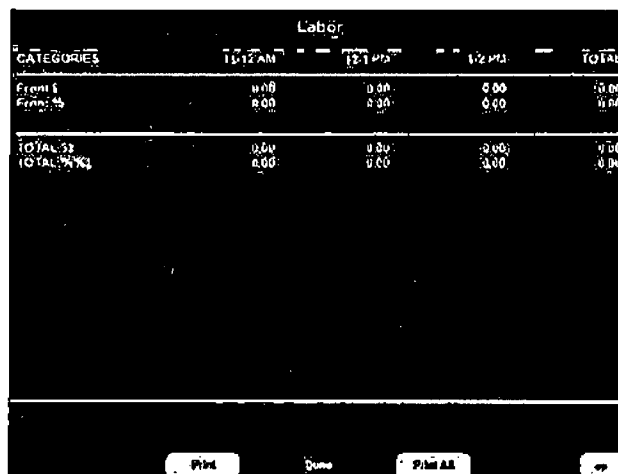
Touch Sales to display the Sales with Inclusive Taxes view. The Sales with Inclusive Taxes view displays the total sales amount for each sales and retail category, broken down by day part. The sales amount equals: net sales + inclusive taxes + comps. It also includes a grand total for each category, and each day part.

Sales With Inclusive Taxes				
CATEGORIES:	11-12 AM	12-1 PM	1-2 PM	TOTAL
Food	39.00	22.00	20.00	180.00
Alcohol	0.00	0.00	0.00	4.00
Son Drink	0.00	0.00	0.00	0.00
SALES:	39.00	22.00	20.00	184.00
Retail	0.00	0.00	0.00	0.00
Total:	39.00	22.00	20.00	184.00

Figure 2 - 29 Restaurant Sales Report - Sales with Inclusive Taxes View

Labor View

Touch Labor to display the Labor view. The Labor view displays the total labor dollars and percentages for each of the defined labor groups, broken down by day part. It includes a grand total for each labor group, and each day part.



Labor				
CATEGORIES	11-12 AM	12-1 PM	1-2 PM	TOTAL
Front	0.00	0.00	0.00	0.00
Back	0.00	0.00	0.00	0.00
TOTAL \$	0.00	0.00	0.00	0.00
TOTAL %	0.00	0.00	0.00	0.00

Figure 2 - 30 Restaurant Sales Report - Labor View

Columns	Description
<labor group>\$	The amount of labor dollars earned by each employee in the specified labor group and period.
<labor group>%	Displays the labor percentage based on the following calculation: labor dollars / (net sales + inclusive taxes + comps) x 100 sales + inclusive taxes + comps.
Total\$	The total labor dollars earned by all employees.
Total%	The total labor percentage based on the following calculation: labor dollars / (net sales + inclusive taxes + comps) x 100 sales + inclusive taxes + comps.

Payments View

Touch Payments to display the Payments view. The Payments view displays total payments made with non-cash tenders, broken down by tender type, then by day part. It includes a grand total for each non-cash tender type, and each day part.

Payments				
PAYMENTS	11:32 AM	12:1 PM	1:2 PM	TOTAL
Master Card	0.00	0.00	0.00	0.00
Check	0.00	0.00	0.00	0.00
Account	0.00	0.00	10.00	0.00
Visa	0.00	0.00	0.00	0.00
Cash Bero	0.00	0.00	0.00	0.00
Cash Bero	0.00	0.00	0.00	0.00
SNAP	0.00	0.00	0.00	0.00
Gift Cert	0.00	0.00	0.00	0.00
ValueLink	0.00	0.00	0.00	0.00
Discover	0.00	0.00	0.00	0.00
AMEX	0.00	0.00	0.00	0.00
JCB	0.00	0.00	0.00	0.00
Diners	0.00	0.00	0.00	0.00
Payment/Soft	0.00	0.00	0.00	0.00
Saved CC	0.00	0.00	0.00	0.00
AR	0.00	0.00	0.00	0.00
Rooming	0.00	0.00	0.00	0.00
SVGC	0.00	0.00	0.00	0.00
Debit Card	0.00	0.00	0.00	0.00
Cash Card	0.00	0.00	0.00	0.00

Figure 2 - 31 Restaurant Sales Report - Payments View

Comps View

Touch Comps to display the Comps view. The Comps view displays the total comp amounts applied to guest checks, broken down by the comp type, then by day part. It includes a grand total for each type of comp, and each day part.

Comps				
COMPS	11:32 AM	12:1 PM	1:2 PM	TOTAL
B.O.G.	0.00	0.00	0.00	0.00
Almg Comp	0.00	0.00	0.00	0.00
Flyer Comp	0.00	0.00	0.00	0.00
Rev Coupon	0.00	0.00	0.00	0.00
PR Comps	0.00	0.00	0.00	0.00
Emp Meals	0.00	0.00	0.00	0.00
Coin Comp	0.00	0.00	0.00	0.00
Visa Comp	0.00	0.00	0.00	0.00
Meal Bon	0.00	0.00	0.00	0.00
VisaComp/pend	0.00	0.00	0.00	0.00
VisaComp/pend	0.00	0.00	0.00	0.00
Flng comp	0.00	0.00	0.00	0.00
Totals	0.00	0.00	0.00	0.00

Figure 2 - 32 Restaurant Sales Report - Comps View

Promos View

Touch Promos to display the Promos view. The Promos view displays the total promo amounts applied to guest checks, broken down by the promo type, then by day part. It includes a grand total for each type of promo, and each day part.

PROMOS	11-12 AM	12-1 PM	1-2 PM	TOTAL
Total:	0.00	0.00	0.00	0.00

Figure 2 - 33 Restaurant Sales Report - Promos View

Taxes View

Touch Taxes to display the Taxes view. The Taxes view displays the total amount of taxes, broken down by the type of tax, then by day part. It includes a grand total for each type of tax, and each day part.

TAXES	11-12 AM	12-1 PM	1-2 PM	TOTAL
FOOD	8.00	0.00	0.00	10.42
LIQUOR TAX	0.00	0.00	0.00	0.00
No Tax	0.00	0.00	0.00	0.00
Revol	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00
Foodst	0.00	0.00	0.00	0.00
ServFood	0.00	0.00	0.00	0.00
Canadian GST	0.00	0.00	0.00	0.00
Provincial	0.00	0.00	0.00	0.00
Can GST & Prov	0.00	0.00	0.00	0.00
Total:	0.00	0.00	0.00	10.72

Figure 2 - 34 Restaurant Sales Report - Taxes View

Exhibit 28

Plaintiff's Motion to Compel

Sales Report Summary/Weekly

The Sales report provides sales information by category and the breakdown of payment information by cash, non-cash, promos, gift certificates, etc. It also enables cash deposits to be edited or added. The Sales report is a collection of sections, which are explained in detail. All sections are independent of each other. You define the information to include on the report and the layout.

There are two options for the Sales report:

Summary Sales Report — Displays information for a selected date(s).

Sales Report		Page 1
1176 DER CAFE		08/17/2008 - 12:51 PM
1200 North St		
Portland, ME		
Non-Retail Totals		
Closing Balance	1.00	
- Opening Balance	0.00	
Taxes	56.02	(less: Sales, Order Charges, Add Chgs)
Sales	52.00	(less: Voids, Cancellations, Refunds, Order Charges, Add Chgs)
Taxes		
BEER	0.00	
WINE	0.00	
Liquor	0.00	
PACK	0.00	
Total	53.00	
Tax by Tax ID		
BEER	0.00	
WINE	0.00	
Liquor	0.00	
PACK	0.00	
Total	0.00	

Figure 3 - 5 Sales Report Summary Preview

Exhibit 29

Plaintiff's Motion to Compel

Server Sales Detail Report

The Server Sales Detail report contains sales information based on an individual employee, or all employees who logged in to the system and rang sales. If generic employees are configured by shift, such as Cashier PM-1, use the report to report by shift, and not employees. The Employee Sales report is a collection of sections, which are independent of each other. You define the information to include on the report and the layout.

[illegible]

Figure 3 - 14 Server Sales Detail Report Preview

Select Reports > Aloha Point-of-Sales > Sales > Server Sales Detail Report. The Employee Sales Report dialog box appears.

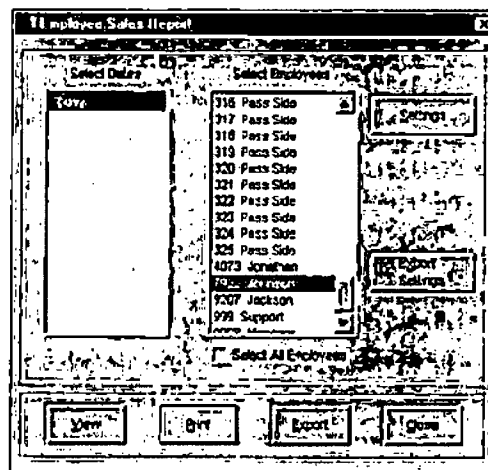


Figure 3 - 15 Employee Sales Report Dialog Box

Select a single date, or a range of dates, from the selection list. Select an employee from the employee list or select 'Select All Employees' to include sales information for all employees.

Select All Employees — Includes all employees in the report. Select this instead of selecting each individual employee.

Adding Sections to the Server Sales Detail Report

The Server Sales Detail report contains sections that display data reflecting different aspects of your operation. Some sections provide check boxes for additional latitude in how data for the selected report field is printed. Click Settings to open the Employee Cash Report Settings dialog box used to control the manner in which the data is arranged on the report.

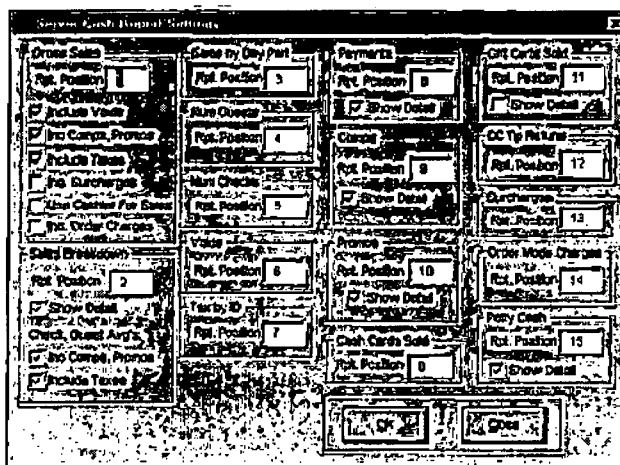


Figure 3 - 16 Employee Cash Report Settings Dialog Box

The Server Sales Detail report contains sections that display data reflecting different aspects of your operation. Some sections provide check boxes for additional latitude in how data for the selected report field is printed.

The following sections are available for the Server Sales Detail report. Each section, and its corresponding option, if any, are explained in detail. The sections are discussed in order of the dialog box:

Sales Section

The Sales section displays a single-line sales total based on the menu item price and the options available for the section. The figure does not include refunds. If any of the following check boxes are not selected, they are indicated as 'less' in the header. For example, if Include Comps is not selected, the sales line displays, 'Grs Sls less Comps'.

Grs Sls	413.98

Include Voids — Includes voids in the section. This option is disabled when you select 'Gross Sales Do Not Include Voids' in Maintenance > Business > Store Settings tab > Financials group.

Include Comps, Promos — Includes comps and promotions in the section.

Include Taxes — Includes taxes in the section.

Include Surcharges — Includes surcharges in the section.

Use Cashier for Sales — Adds the sale to the cashier's total sales. If not selected, the sale is added to the total sales for the employee who keeps the tip. This check box should be set if one employee serves and keeps the tip, but another employee actually collects the payment. In this situation, each employee's sales report and checkout report amounts will match.

Include Order Charges — Includes applied order mode charges in the section.

Include Add Charges — Includes additional charges in the section.

Sales By Category Section

The Sales By Category section displays a single-line sales total for each defined sales and retail category. This section displays for each employee.

Sales by Category					
	Net Sls	Comps	Promos	Taxes	Grs Sls (less (n))
Total	26.00	1.00	5.00	2.50	34.50

Show Detail — Displays net sales for each sales and retail category, with an ending total.

Sales by Category					
	Net Sls	Comps	Promos	Taxes	Grs Sls (less (n))
Entrees	18.00	0.00	5.00	2.00	25.00
Sides	8.00	1.00	0.00	0.50	9.50
Total	26.00	1.00	5.00	2.50	34.50

Check, Guest Avg's Include Comps/Promos — Includes comps and promotions in the check and guest average calculation. Check average is based on the following calculation: sales + comps + promos / total of all checks. Guest average is based on the following calculation: sales + comps + promos / total of all guests.

Sales by Category		
	Check Avg	Guest Avg
Entrees	4.60	4.60
Sides	1.50	1.50

Check, Guest Avg's Include Taxes — Includes taxes in the check and guest average calculation. Check average is based on the following calculation: sales + inclusive tax + exclusive tax / total of all checks. Guest average is based on the following calculation: sales + inclusive tax + exclusive tax / total of all guests.

Sales by Category		
	Check Avg	Guest Avg
Entrees	3.33	3.33
Sides	1.42	1.42

Sales by Day Part Section

The Sales by Day Part section displays net sales for each sales and retail category, by day part, with an ending total. The section displays for each employee.

Net Sales by Day Part by Category			
	Breakfast	Lunch	Total
Beverages	42.00	514.00	556.00
Desserts	14.00	22.00	36.00
Total	56.00	536.00	592.00

Num Guests Section

The Num Guests section displays the total number of guests for each defined period, with an ending total. This section displays for each employee. Use this section to determine the employee who served the most guests.

Number of Guests	
Breakfast	5
Lunch	50
Dinner	70
Total	125

Num Checks Section

The Num Checks section displays the total number of checks for each defined period, with an ending total. This section displays for each employee. Use this section to determine the employee who opens the most checks.

Number of Checks	
Breakfast	5
Lunch	50
Dinner	70
Total	125

Voids Section

The Voids section displays a single-line total amount of voids performed while the employee is logged in. This section displays for each employee.

Voids	14.00

Tax by Tax ID Section

The Tax by Tax ID section displays totals from each defined exclusive and inclusive tax, with an ending total. This section displays for each employee. For example, if a check is closed with tax exemption, the check amount is added to the Tax Exempt total.

Food Tax	75.00
Alcohol Tax	50.00
Total	125.00

Payments Section

The Payments section displays a single-line total of sales with applied payments.

Payment Total	1500.00

Show Detail — Displays the payment detail for each tender.

Payments	
Amex	22.50
Visa	81.00
Total	103.50

Comps Section

The Comps section displays a single-line total amount for comps applied to sales. This section displays for each employee.

Comps Total	33.00

Show Detail — Displays comp detail for each of the defined comps, even if the comp was not applied to the sale.

Comps	
Senior	22.50
Police	10.50
Total	33.00

Promos Section

The Promos section displays a single-line total amount of promotions applied to sales. This section displays for each employee.

Promos Total	57.00

Show Detail — Displays promotion detail for each of the defined promotions, even if the promotion was not applied to a sale.

Promos	
Promo 1	28.00
Promo 2	29.00
Total	57.00

Cash Cards Sold Section

The Cash Cards Sold section displays the total amount of sales paid with cash cards for each sales and retail category. This section displays for each employee.

Cash Cards	
Cash Card 1	0.00
Cash Card 2	20.00
Total	20.00

Gift Certs/Revenue Items Sold Section

The Gift Certs Sold section displays a single-line total amount of sales with applied gift certificates.

Gift Cert Total	50.00

Show Detail -- Displays the sales totals for each defined gift certificates with an ending total.

Gift Certificates	
\$5	10.00
\$10	40.00
Total	50.00

Surcharges Section

The Surcharges section displays a single-line sales total for total and collected surcharges. This section displays for each employee.

Surcharges Total	8.50
Surcharges Collected	7.10

Order Mode Charges Section

The Order Mode Charges section displays a single-line sales total for charges associated with each defined order mode. For example, if a \$0.30 charge is added to all to go orders, \$0.30 is added to the total for each transaction closed with a to go order mode. Order modes are defined in Maintenance > System > Order Modes. This section displays for each employee.

Order Mode Charges	4.18

Petty Cash Section

The Petty Cash section displays a single-line total amount applied to petty cash accounts. This section displays for each employee.

Petty Cash	14.21

Show Detail -- Displays totals for each defined petty cash account, even if the account did not have any transactions, with an ending total.

Petty Cash	
Supplies	10.00
Paidouts	4.21
Cake Deposit	0.00
Total:	14.21

Exhibit 30

Plaintiff's Motion to Compel

Product Mix Report

Touch Product Mix on the FOH Reports screen to display the Product Mix report. The report lists totals generated from all terminals in use and product items sold for the day. This is only one report sortable by either percent, quantity sold, name of the item, or the price of the item. Each view displays the report sorted from the highest number sold to the lowest number sold. The Percent view displays when you access the report.

Product Mix Report				
Item	Quantity	Avg Price	Total	Percent
Roast Beef	10.00	\$3.00	\$30.00	21.13%
Milk	1.04	\$10.00	\$10.40	15.01%
Double Steakbur	5.00	\$3.00	\$15.00	10.56%
Double W/ Cheese	4.00	\$3.00	\$12.00	8.45%
Single Steakbur	5.00	\$2.40	\$12.00	8.45%
Single W/ Cheese	5.00	\$2.40	\$12.00	8.45%
Regular Fries	3.00	\$2.00	\$6.00	4.23%
Large Fries	3.00	\$2.00	\$6.00	4.23%
BLT	2.00	\$3.00	\$6.00	4.23%
Regular Onion R	2.00	\$3.00	\$6.00	4.23%
Grilled Chicken	2.00	\$3.00	\$6.00	4.23%
Q'Donuts	2.00	\$2.00	\$4.00	2.82%

Figure 2 - 26 Product Mix Report - Percent View

Columns	Description
Item	The name of the item.
Quantity	The total number sold by each item.
AvgPrice	The average price sold by each item, based on the following calculation: total column \ Quantity column. This takes into account any price changes, price levels, and more.
Percent	The percentage of the item sold in comparison to all items.

Product Mix Report

The Product Mix (PMix) report contains a total list of items sold for a selected day. Filter it by specific categories or by terminal. The item detail, such as quantity sold, amount of sale, profit, and percentage of category sales, is also listed for each item.

When you select multiple days to report, the Product Mix report generates configuration data from the most recent dated subdirectory in your selection. Using RPT.INI, you can change this functionality to use the configuration data from the most recent dated subdirectory available in the selection list (TODAY). For example, in the most recent dated subdirectory, Item #100 is named 'Nachos', but when you run the report, you select an older dated subdirectory. In this subdirectory, item #100 is named 'Apple Pie'. Item #100 lists as 'Nachos' on the report, as this is the current configuration.

To enable the PMix report to display current configuration data:

1. Select **Start > Programs > Accessories > Notepad**.
2. Type **[Ibertech]** and press **Enter**.
3. Type **PmixData=True** and press **Enter**.
4. Click **File > Save**.
5. Type **Rpt.ini** in the 'File Name' field.
6. Click **Save** and place the file in the Newdata directory.

There are two display options for the Product Mix report:

The Summary Product Mix report displays information for a selected date.

3/2/2001 10:00 AM

3/2/2001 10:00 AM

11/11/2001 10:00 AM
11/11/2001 10:00 AM
11/11/2001 10:00 AM

PMIX Report - All Terminals

Page 1
08/07/2001 10:00 AM
08/07/2001 10:00 AM

08/07/2001 10:00 AM

Item	Name	Qty	Price	Cost	Profit	%
1	10000 Apple Pie	100	10.00	5.00	500.00	50.00
2	10001 Apple Pie	100	10.00	5.00	500.00	50.00
3	10002 Apple Pie	100	10.00	5.00	500.00	50.00
4	10003 Apple Pie	100	10.00	5.00	500.00	50.00
5	10004 Apple Pie	100	10.00	5.00	500.00	50.00
6	10005 Apple Pie	100	10.00	5.00	500.00	50.00
7	10006 Apple Pie	100	10.00	5.00	500.00	50.00
8	10007 Apple Pie	100	10.00	5.00	500.00	50.00
9	10008 Apple Pie	100	10.00	5.00	500.00	50.00
10	10009 Apple Pie	100	10.00	5.00	500.00	50.00
11	10010 Apple Pie	100	10.00	5.00	500.00	50.00
12	10011 Apple Pie	100	10.00	5.00	500.00	50.00
13	10012 Apple Pie	100	10.00	5.00	500.00	50.00
14	10013 Apple Pie	100	10.00	5.00	500.00	50.00
15	10014 Apple Pie	100	10.00	5.00	500.00	50.00
16	10015 Apple Pie	100	10.00	5.00	500.00	50.00
17	10016 Apple Pie	100	10.00	5.00	500.00	50.00
18	10017 Apple Pie	100	10.00	5.00	500.00	50.00
19	10018 Apple Pie	100	10.00	5.00	500.00	50.00
20	10019 Apple Pie	100	10.00	5.00	500.00	50.00
21	10020 Apple Pie	100	10.00	5.00	500.00	50.00
22	10021 Apple Pie	100	10.00	5.00	500.00	50.00
23	10022 Apple Pie	100	10.00	5.00	500.00	50.00
24	10023 Apple Pie	100	10.00	5.00	500.00	50.00
25	10024 Apple Pie	100	10.00	5.00	500.00	50.00
26	10025 Apple Pie	100	10.00	5.00	500.00	50.00
27	10026 Apple Pie	100	10.00	5.00	500.00	50.00
28	10027 Apple Pie	100	10.00	5.00	500.00	50.00
29	10028 Apple Pie	100	10.00	5.00	500.00	50.00
30	10029 Apple Pie	100	10.00	5.00	500.00	50.00
31	10030 Apple Pie	100	10.00	5.00	500.00	50.00
32	10031 Apple Pie	100	10.00	5.00	500.00	50.00
33	10032 Apple Pie	100	10.00	5.00	500.00	50.00
34	10033 Apple Pie	100	10.00	5.00	500.00	50.00
35	10034 Apple Pie	100	10.00	5.00	500.00	50.00
36	10035 Apple Pie	100	10.00	5.00	500.00	50.00
37	10036 Apple Pie	100	10.00	5.00	500.00	50.00
38	10037 Apple Pie	100	10.00	5.00	500.00	50.00
39	10038 Apple Pie	100	10.00	5.00	500.00	50.00
40	10039 Apple Pie	100	10.00	5.00	500.00	50.00
41	10040 Apple Pie	100	10.00	5.00	500.00	50.00
42	10041 Apple Pie	100	10.00	5.00	500.00	50.00
43	10042 Apple Pie	100	10.00	5.00	500.00	50.00
44	10043 Apple Pie	100	10.00	5.00	500.00	50.00
45	10044 Apple Pie	100	10.00	5.00	500.00	50.00
46	10045 Apple Pie	100	10.00	5.00	500.00	50.00
47	10046 Apple Pie	100	10.00	5.00	500.00	50.00
48	10047 Apple Pie	100	10.00	5.00	500.00	50.00
49	10048 Apple Pie	100	10.00	5.00	500.00	50.00
50	10049 Apple Pie	100	10.00	5.00	500.00	50.00
51	10050 Apple Pie	100	10.00	5.00	500.00	50.00
52	10051 Apple Pie	100	10.00	5.00	500.00	50.00
53	10052 Apple Pie	100	10.00	5.00	500.00	50.00
54	10053 Apple Pie	100	10.00	5.00	500.00	50.00
55	10054 Apple Pie	100	10.00	5.00	500.00	50.00
56	10055 Apple Pie	100	10.00	5.00	500.00	50.00
57	10056 Apple Pie	100	10.00	5.00	500.00	50.00
58	10057 Apple Pie	100	10.00	5.00	500.00	50.00
59	10058 Apple Pie	100	10.00	5.00	500.00	50.00
60	10059 Apple Pie	100	10.00	5.00	500.00	50.00
61	10060 Apple Pie	100	10.00	5.00	500.00	50.00
62	10061 Apple Pie	100	10.00	5.00	500.00	50.00
63	10062 Apple Pie	100	10.00	5.00	500.00	50.00
64	10063 Apple Pie	100	10.00	5.00	500.00	50.00
65	10064 Apple Pie	100	10.00	5.00	500.00	50.00
66	10065 Apple Pie	100	10.00	5.00	500.00	50.00
67	10066 Apple Pie	100	10.00	5.00	500.00	50.00
68	10067 Apple Pie	100	10.00	5.00	500.00	50.00
69	10068 Apple Pie	100	10.00	5.00	500.00	50.00
70	10069 Apple Pie	100	10.00	5.00	500.00	50.00
71	10070 Apple Pie	100	10.00	5.00	500.00	50.00
72	10071 Apple Pie	100	10.00	5.00	500.00	50.00
73	10072 Apple Pie	100	10.00	5.00	500.00	50.00
74	10073 Apple Pie	100	10.00	5.00	500.00	50.00
75	10074 Apple Pie	100	10.00	5.00	500.00	50.00
76	10075 Apple Pie	100	10.00	5.00	500.00	50.00
77	10076 Apple Pie	100	10.00	5.00	500.00	50.00
78	10077 Apple Pie	100	10.00	5.00	500.00	50.00
79	10078 Apple Pie	100	10.00	5.00	500.00	50.00
80	10079 Apple Pie	100	10.00	5.00	500.00	50.00
81	10080 Apple Pie	100	10.00	5.00	500.00	50.00
82	10081 Apple Pie	100	10.00	5.00	500.00	50.00
83	10082 Apple Pie	100	10.00	5.00	500.00	50.00
84	10083 Apple Pie	100	10.00	5.00	500.00	50.00
85	10084 Apple Pie	100	10.00	5.00	500.00	50.00
86	10085 Apple Pie	100	10.00	5.00	500.00	50.00
87	10086 Apple Pie	100	10.00	5.00	500.00	50.00
88	10087 Apple Pie	100	10.00	5.00	500.00	50.00
89	10088 Apple Pie	100	10.00	5.00	500.00	50.00
90	10089 Apple Pie	100	10.00	5.00	500.00	50.00
91	10090 Apple Pie	100	10.00	5.00	500.00	50.00
92	10091 Apple Pie	100	10.00	5.00	500.00	50.00
93	10092 Apple Pie	100	10.00	5.00	500.00	50.00
94	10093 Apple Pie	100	10.00	5.00	500.00	50.00
95	10094 Apple Pie	100	10.00	5.00	500.00	50.00
96	10095 Apple Pie	100	10.00	5.00	500.00	50.00
97	10096 Apple Pie	100	10.00	5.00	500.00	50.00
98	10097 Apple Pie	100	10.00	5.00	500.00	50.00
99	10098 Apple Pie	100	10.00	5.00	500.00	50.00
100	10099 Apple Pie	100	10.00	5.00	500.00	50.00
101	10100 Apple Pie	100	10.00	5.00	500.00	50.00
102	10101 Apple Pie	100	10.00	5.00	500.00	50.00
103	10102 Apple Pie	100	10.00	5.00	500.00	50.00
104	10103 Apple Pie	100	10.00	5.00	500.00	50.00
105	10104 Apple Pie	100	10.00	5.00	500.00	50.00
106	10105 Apple Pie	100	10.00	5.00	500.00	50.00
107	10106 Apple Pie	100	10.00	5.00	500.00	50.00
108	10107 Apple Pie	100	10.00	5.00	500.00	50.00
109	10108 Apple Pie	100	10.00	5.00	500.00	50.00
110	10109 Apple Pie	100	10.00	5.00	500.00	50.00
111	10110 Apple Pie	100	10.00	5.00	500.00	50.00
112	10111 Apple Pie	100	10.00	5.00	500.00	50.00
113	10112 Apple Pie	100	10.00	5.00	500.00	50.00
114	10113 Apple Pie	100	10.00	5.00	500.00	50.00
115	10114 Apple Pie	100	10.00	5.00	500.00	50.00
116	10115 Apple Pie	100	10.00	5.00	500.00	50.00
117	10116 Apple Pie	100	10.00	5.00	500.00	50.00
118	10117 Apple Pie	100	10.00	5.00	500.00	50.00
119	10118 Apple Pie	100	10.00	5.00	500.00	50.00
120	10119 Apple Pie	100	10.00	5.00	500.00	50.00
121	10120 Apple Pie	100	10.00	5.00	500.00	50.00
122	10121 Apple Pie	100	10.00	5.00	500.00	50.00
123	10122 Apple Pie	100	10.00	5.00	500.00	50.00
124	10123 Apple Pie	100	10.00	5.00	500.00	50.00
125	10124 Apple Pie	100	10.00	5.00	500.00	50.00
126	10125 Apple Pie	100	10.00	5.00	500.00	50.00
127	10126 Apple Pie	100	10.00	5.00	500.00	50.00
128	10127 Apple Pie	100	10.00	5.00	500.00	50.00
129	10128 Apple Pie	100	10.00	5.00	500.00	50.00
130	10129 Apple Pie	100	10.00	5.00	500.00	50.00
131	10130 Apple Pie	100	10.00	5.00	500.00	50.00
132	10131 Apple Pie	100	10.00	5.00	500.00	50.00
133	10132 Apple Pie	100	10.00	5.00	500.00	50.00
134	10133 Apple Pie	100	10.00	5.00	500.00	50.00
135	10134 Apple Pie	100	10.00	5.00	500.00	50.00
136	10135 Apple Pie	100	10.00	5.00	500.00	50.00
137	10136 Apple Pie	100	10.00	5.00	500.00	50.00
138	10137 Apple Pie	100	10.00	5.00	500.00	50.00
139	10138 Apple Pie	100	10.00	5.00	500.00	50.00
140	10139 Apple Pie	100	10.00	5.00	500.00	50.00
141	10140 Apple Pie	100	10.00	5.00	500.00	50.00
142	10141 Apple Pie	100	10.00	5.00	500.00	50.00
143	10142 Apple Pie	100	10.00	5.00	500.00	50.00
144	10143 Apple Pie	100	10.00	5.00	500.00	50.00
145	10144 Apple Pie	100	10.00	5.00	500.00	50.00
146	10145 Apple Pie	100	10.00	5.00	500.00	50.00
147	10146 Apple Pie	100	10.00	5.00	500.00	50.00
148	10147 Apple Pie	100	10.00	5.00	500.00	50.00
149	10148 Apple Pie	100	10.00	5.00	500.00	50.00
150	10149 Apple Pie	100	10.00	5.00	500.00	50.00
151	10150 Apple Pie	100	10.00	5.00	500.00	50.00
152	10151 Apple Pie	100	10.00	5.00	500.00	50.00
153	10152 Apple Pie	100	10.00	5.00	500.00	50.00
154	10153 Apple Pie	100	10.00	5.00	500.00	50.00
155	10154 Apple Pie	100	10.00	5.00	500.00	50.00
156	10155 Apple Pie	100	10.00	5.00	500.00	50.00
157	10156 Apple Pie	100	10.00	5.00	500.00	50.00
158	10157 Apple Pie	100	10.00	5.00	500.00	50.00
159	10158 Apple Pie	100	10.00	5.00	500.00	50.00
160	10159 Apple Pie	100	10.00	5.00	500.00	50.00
161	10160 Apple Pie	100	10.00	5.00	500.00	50.00
162	10161 Apple Pie	100	10.00	5.00	500.00	50.00
163	10162 Apple Pie	100	10.00	5.00		

Columns	Description
Rank	The ranking of the item in comparison to all items in the list.
Item Num	The item ID number.
Item Name	The name of the item.
Num Sold	The quantity sold.
Price Sold	The calculated price at which each unit of the item is sold, based on the following calculation: amount ÷ num sold. Calculations are less inclusive taxes if 'Include Inclusive Taxes' is cleared in the Settings dialog box. The grand total of this column is also calculated, based on the total amount ÷ total num sold, rounded to two decimal places.
Amount	The calculated value, based on the following calculation: (num sold) x (price sold).
Cost	The cost of the item value, based on the following calculation: (item cost) x (num sold).
Profit	The profit of the item, based on the following calculation: amount - cost.
Food Cost %	The calculated value, based on the following calculation: cost ÷ amount.
% Sales	The calculated cost of the item value, based on the following calculation: (item cost) x (num sold).

The Weekly Product Mix report displays information for a selected week(s).

The screenshot shows a software window titled "Weekly Product Mix Report" for the week ending 08/07/2001. It displays a detailed breakdown of sales by item, categorized by "Category" and "Item". The data is presented in a table format with columns for "Category", "Item", "Unit Price", "Unit Cost", "Unit Profit", "Unit Food Cost", "Unit % Sales", "Unit % Food Cost", "Unit % Profit", and "Total". The items listed include various food and beverage items like "Burger", "Hamburger", "Hot Dog", "Soft Drink", "Ice Cream", "Coke", "Fanta", "Sprite", "Milk", "Juice", "Soda", "Beer", "Wine", "Vodka", "Tequila", "Rum", "Gin", "Tonic", "Lemon", "Lime", "Orange", "Pineapple", "Mango", "Peach", "Apple", "Banana", "Grape", "Kiwi", "Pineapple", "Mango", "Peach", "Apple", "Banana", "Grape", "Kiwi". The report also includes a "Grand Total" row at the bottom.

Figure 3 - 75 PMix Report Weekly Preview

Select Reports > Aloha Point-of-Sale > Product Mix > Product Mix or Reports > Aloha Point-of-Sale > Product Mix > Weekly to access the corresponding report. The Product Mix Report dialog box appears.

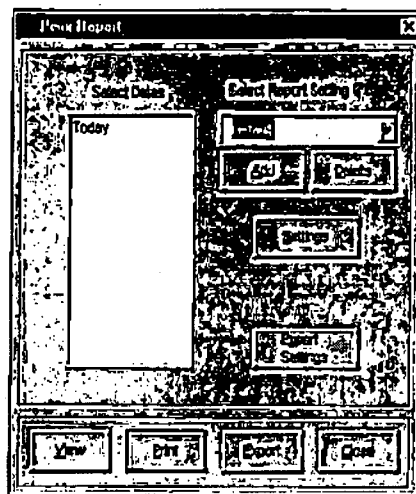


Figure 3 - 76 PMix Report Dialog Box

Select a single date or a range of dates from the selection list.

Configuring the Product Mix Report

Click Settings to open the Product Mix Report Settings dialog box used to control the manner in which the data is printed on the report. The Product Mix Report Settings dialog box displays with the Settings dialog box displayed.

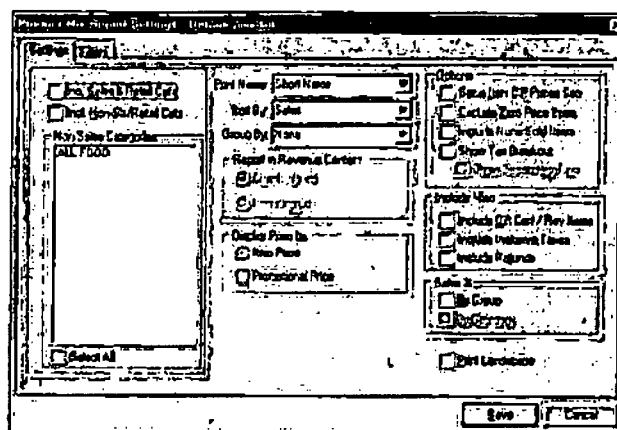


Figure 3 - 77 Product Mix Report Settings Dialog Box

Settings Tab

The following check boxes and their effect on the final output are:

Inc Sales & Retail Cats — Includes all sales and retail categories on the report.

Inc Non-Sls/Retail Cats — Includes all non-sales and retail categories on the report. Works in conjunction with the 'Non-Sales Categories' list box. Select one or more of the category names from the 'Non-Sales Categories' list box to include on the report.

Non-Sales Categories — Displays the list of all defined categories.

Select All — Includes all categories on the report.

Print Name — Determines the item name to print on the report. Select from 'Short Name', 'Long Name', or 'Chit Name'.

Sort By — Determines the sorting method used to print the report. Select between 'Sales', 'Quantity Sold', 'Profitability' or 'Item Num'.

Group By — Groups the report by a particular attribute. You can group by 'None', 'Category', 'Concept', 'Employee', 'Employee by Category', 'Day Part', 'Day Part by Category', 'Revenue Center', 'Revenue Center by Category', 'Sales Type', and 'Sales Type by Category.'

Category — Groups items by category assigned to the item.

Concept — Groups items by the concept assigned to the item. This option is only available for the Weekly Product Mix report.

Employee — Groups items by the employee entering the item.

Employee by Category — Groups items by the employee entering the item, by category.

Day Part — Groups items by the day part in which the item on the check is tendered.

Day Part by Category — Groups items by the day part in which the item on the check is tendered, by category.

Revenue Center — Groups items by the revenue center in which the item on the check is tendered.

Revenue Center by Category — Groups items by the revenue center in which the item on the check is tendered, by category.

Sales Type — Groups items by sales type, or order attributes, assigned to the check. The sales types appear in the order defined in OrdAttr.txt in the \Data and \NewData directories. If you did not assign a sales type to a specific check, then the items, and the item count, display under the NOT SELECTED section. This option is not available for the Weekly Product Mix report.

500 - Item Code 1220 Term's Date Eastland, TX			PMIX Report - All Terminals 01/01/2005 - 03/31/2005					Page 1 of 6 04/22/2005 - 2:03 PM 95.31	
Response Center Selected: ALL									
Sales Type	Item Name	Item Code	Item Sales	Price Cost	Amount	Cost	Profit	Feed Cost %	% Sales
NOT SELECTED	9145	Blue	2.00	1.50	3.00	0.00	3.00	0.00	6.00
	9155	Spots	3.00	1.75	5.25	0.00	5.25	0.00	10.00
	9180	Coke	5.00	2.00	10.00	0.00	10.00	0.00	19.00
	Tot NOT SELECTED		10.00	5.25	18.25	0.00	18.25	0.00	35.00
Member	9145	Coke	3.00	1.50	4.50	0.00	4.50	0.00	9.00
	9150	Power Date	5.00	1.75	8.75	0.00	8.75	0.00	17.00
	9103	Coke	5.00	2.50	12.50	0.00	12.50	0.00	25.00
	Tot Member		13.00	5.75	25.75	0.00	25.75	0.00	51.00
Non-Member	9145	Blue Beer	4.00	1.75	7.00	0.00	7.00	0.00	13.00
	9140	Coke	1.00	0.50	0.50	0.00	0.50	0.00	1.00
	9103	Orange	8.00	1.25	10.00	0.00	10.00	0.00	19.00
	Tot Non-Member		13.00	3.50	17.50	0.00	17.50	0.00	32.00
Grand Total			36.00	14.50	51.00	0.00	51.00	0.00	100.00

Figure 3 - 78 Product Mix Report Grouped by Sales Type

Sales Type by Category — Groups items by sales type or order attributes assigned to the check, by category. The sales types appear in the order defined in OrdAttr.txt in the \Data and \Newdata directories, then by category ID. If you did not assign a sales type to a specific check, then the items, and the item count, display under the NOT SELECTED section. A summary section prints at the end of the report. This option is not available for the Weekly Product Mix report.

500 - Item Code 1220 - Term's Date Eastland, TX		PMIX Report - All Terminals 01/01/2005 - 03/31/2005							Page 1 of 6 04/22/2005 - 2:03 PM 95.31	
Response Center Selected: ALL										
Sales Type	Item Code	Item Name	Item Sales	Price	Cost	Amount	Cost	Profit	Feed Cost %	% Sales
NOT SELECTED	9145	Blue	2.00	1.50	3.00	0.00	3.00	0.00	6.00	6.00
	9155	Spots	3.00	1.75	5.25	0.00	5.25	0.00	10.00	10.00
	9180	Coke	5.00	2.00	10.00	0.00	10.00	0.00	19.00	19.00
	Tot NOT SELECTED		10.00	5.25	18.25	0.00	18.25	0.00	35.00	35.00
Member	9145	Coke	3.00	1.50	4.50	0.00	4.50	0.00	9.00	9.00
	9150	Power Date	5.00	1.75	8.75	0.00	8.75	0.00	17.00	17.00
	9103	Coke	5.00	2.50	12.50	0.00	12.50	0.00	25.00	25.00
	Tot Member		13.00	5.75	25.75	0.00	25.75	0.00	51.00	51.00
Non-Member	9145	Blue Beer	4.00	1.75	7.00	0.00	7.00	0.00	13.00	13.00
	9140	Coke	1.00	0.50	0.50	0.00	0.50	0.00	1.00	1.00
	9103	Orange	8.00	1.25	10.00	0.00	10.00	0.00	19.00	19.00
	Tot Non-Member		13.00	3.50	17.50	0.00	17.50	0.00	32.00	32.00
NOT SELECTED	9145	Blue Beer	4.00	1.75	7.00	0.00	7.00	0.00	13.00	13.00
	9140	Coke	1.00	0.50	0.50	0.00	0.50	0.00	1.00	1.00
	9103	Orange	8.00	1.25	10.00	0.00	10.00	0.00	19.00	19.00
	Tot NOT SELECTED		13.00	3.50	17.50	0.00	17.50	0.00	32.00	32.00
Grand Total	9145	Blue Beer	4.00	1.75	7.00	0.00	7.00	0.00	13.00	13.00
	9140	Coke	1.00	0.50	0.50	0.00	0.50	0.00	1.00	1.00
	9103	Orange	8.00	1.25	10.00	0.00	10.00	0.00	19.00	19.00
	Tot Grand Total		13.00	3.50	17.50	0.00	17.50	0.00	32.00	32.00
Grand Total		61.00	14.50	75.50	0.00	75.50	0.00	100.00	100.00	

Figure 3 - 79 Product Mix Report Grouped by Sales Type by Category

Print Landscape — Prints the report in landscape format.

Report in Revenue Center Group Box

First item ordered — Reports sales of items from the revenue center in which the item is ordered.

Item rung up — Includes items that were ordered.

Display Price By Group Box

Item Price — Reports sales of items from the revenue center in which the item is rung up.

Discounted Price — Reports sales of items using any price reductions.

Option Group Box

Same Item Diff Prices Sep — Separates the same item which has different prices, separately. For example, if an item is placed on a submenu at \$5.99, and also on a modifier at \$0.99, the item displays on the report as two entries.

Exclude Zero Price Items — Excludes items with a zero price. For example, modifiers without an associated price, does not display on the report.

Include None Sold Items — Includes all defined items whether sold or not, in the report.

Show Tax Breakout — Displays items with different taxes as separate entries. For example, if an item is defined at 8.25% on dine in orders, and 5% on to go orders, an entry displays for each.

Show Secondary Tax — Displays an entry for items with a secondary tax.

Quantity Precision — Specifies the number of digits to the right of the whole number to which to report.

Include Misc Group Box

Include GC/Rev Items — Includes the gift certificate and revenue items in the report.

Include Inclusive Taxes — Includes inclusive taxes on the report.

Include Refunds — Includes refunds in the report.

Sales % Group Box

By Group — Calculates the percentage of the total sales based on the selection in the Group By group box. For example, if Employee is selected, the report reflects the percentage of total net sales and total gross sales by employee.

By Category — Calculates the percentage of the total sales based on the selected categories. For example, if Select All Cats is selected, the report reflects the percentage of total net sales and total gross sales by all categories.

Filters Tab

Click the Filters tab to drill down to specific aspects of the establishment, such as revenue center, terminal, or menu. The Filters tab appears.

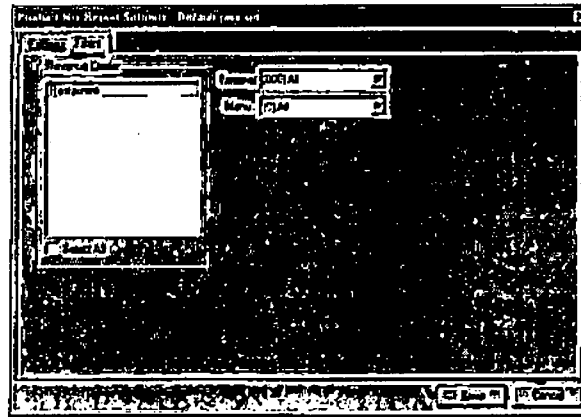


Figure 3 - 80 Filters Tab

Revenue Center — Filters the report to include data for the selected revenue center(s) only. Click Select All to include data from all revenue centers.

Terminal — Filters the report to include data from the selected terminal only. Select all to include data from all terminals.

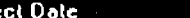
Menu — Filters the report to include data for items on the selected menu only. Select all to include data from all menus.

Select All — Selects all the revenue centers to include in the report.

Exhibit 31

Plaintiff's Motion to Compel

The Audit report provides detailed tracking of individual transactions that occur in the FOH, including an audit trail for checks that are empty and have been deleted from the Aloha system because they are empty. These entries display on the report with 'CLOSE CHECK' listed under Type and are marked as 'Fast Close' in the Transaction column.



Select a date from the drop-down list, and click OK. The Select Transactions to Audit dialog box opens and permits the selection of the transactions to include in the report.

The **Select Transactions to Audit** dialog box is a report configuration dialog box used to control the manner in which the data is printed on the report.

Narrow the report to a specific time interval by entering a beginning time in the 'From' and 'To' text boxes, using 24-hour clock notation.

Figure 3 - 106 Select Transactions for Audit Dialog Box

If a time interval is not entered, the entire 24 hours for the specified date are included on the report. The following check boxes and text boxes provide additional latitude in how the data for the specified field.

Payments Group Box

Cash Payments — Includes each payment to cash.

Noncash Payments — Includes each payment to non-cash.

Comps — Includes each comp.

Promos — Includes each promo.

Tender Approvals — Includes each time a manager approved a tender authorization.

CC Time Threshold Approvals — Includes each time a credit card approval exceeded a defined threshold.

Cash Threshold Approvals — Includes each time a cash approval exceeded a defined threshold.

System Group Box

Terminal Up — Includes each the time the terminal is restarted.

Terminal Down — Includes each time the terminal is shut down.

Reroute Printer — Includes each time a printer is rerouted.

Reroute Print Group — Includes each time a printer group is rerouted.

Reroute Video — Includes each time a remote display system is rerouted.

Reroute Video Group — Includes each time a video group is rerouted.

Security Group Box

Log In — Includes each time an employee logs in.

Log Out — Includes each time an employee logs out.

Clear/Change Password — Includes each time an employee clears or changes a password.

Labor Group Box

Clock In — Includes each time an employee clocks in.

Clock Out — Includes each time an employee clocks out.

Edit Shift — Includes each time a shift is edited.

Edit Break — Includes each time a break is edited.

Add Break — Includes each time a break is added from the FOH.

Break In — Includes each time an employee starts a break.

Break Out — Includes each time an employee ends a break.

Delete Checkout — Includes each time a checkout is deleted.

Delete Clock Out — Includes each time a clock out is deleted.

Disable Scheduling — Includes each time scheduling is disabled from the FOH.

Allow Clock In/Out — Includes each time the manager has to allow an employee to clock in or clock out, if the punctuation feature is activated in Maintenance > Store Settings.

Checkout — Includes each time an employee checks out.

Manager Clock Out — Includes each time a manager approved when an employee declared less than their tip threshold.

Waive Break — Includes each waive break response from an employee.

Break Rule Violation — Displays each time an employee returns from a break early and requires a manager approval.

Other Wages — Includes each time an other wage transaction was added or edited.

Training Sales Group Box

Include Training Sales — Includes sales that are entered while the employee is in 'training' mode on the report.

Other Group Box

Transfers — Includes each time a table was transferred.

Reopen Checks — Includes each time a closed check was reopened.

No Sale Transactions — Includes each time a no sale transactions was performed.

Petty Cash — Includes each time a petty cash transaction was performed.

Refunds — Includes each time a refund was performed.

Ordered Items — Includes each time an item was ordered.

Void Items — Includes each time an item was voided, along with the name of the manager.

Cleared Items — Includes each time an unordered item was removed from the check.

Cleared Items Past Time Limit — Includes each time an ordered item was removed from the check past the defined time limit threshold.

Reprint Check — Includes each time a check was reprinted.

Resend to Kitchen — Includes each time an item was resent to the kitchen.

Close Checks — Includes closed checks.

Sort by Number — Sorts all closed checks sequentially in the report, including checks used for training sales. **Related Options:** **1)** You must select 'Close Checks' to enable this option. **2)** Selecting 'Sort by Number' automatically selects 'Include Training Sales.'

Update Exchange Rate — Updates the report with the current exchange rate when using foreign currencies.

Split Checks By Server — Includes each time a check was split.

Split Check Item Detail — Includes each split check item detail.

Typed Messages — Includes each time a typed message was entered with the FOH qwerty keypad.

Edit event — Includes each time an event was edited.

Filter By Group Box

Filters the report either by employee, job code, or check number.

Filter By list box — Enables you to include only the transactions for the corresponding employee, job code, or check number, based on the selection you make from the Filter by group box.

Other Options on the Select Transactions to Audit Dialog Box

Select All — Selects all entries listed in the 'Filter By list box,' regardless if it populates employees, job codes, or check number.

Print Landscape — Prints the report in landscape format.

Make the necessary changes. There are two additional options provided on this dialog box. Click All to automatically include all transactions on the report. To clear all previous settings in the configuration, click Clear.

Exhibit 32

Plaintiff's Motion to Compel

Reprints

The Reprints selection in the Reports menu launches the Aloha Reprint program and permits the guest checks or checkout reports for a specific date to be configured or reprinted with font specifications for font type, style, and size. The Reprint program provides two additional menus: File and Reprint.

The File Menu

The File menu in the Reprint program has two choices: Settings and Exit.:

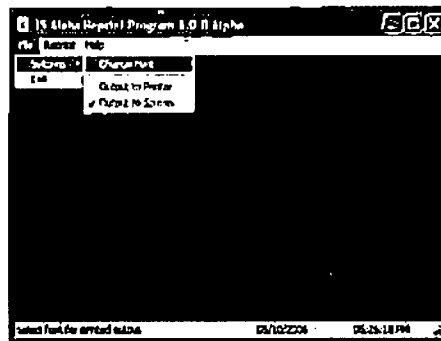


Figure 3 - 97 Reprint File Menu

Change Font

Select File > Settings > Change Font. The Font dialog box appears.

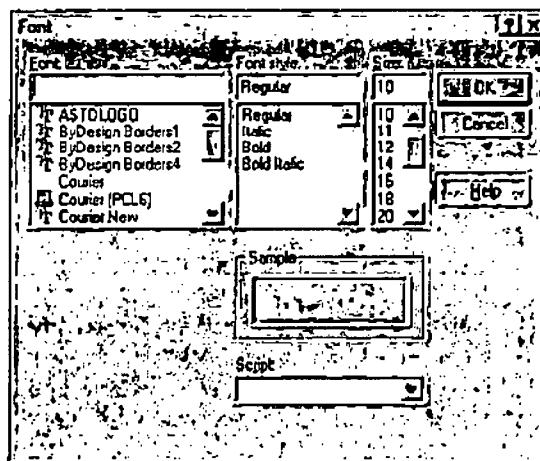


Figure 3 - 98 Reprint Change Font

The installed fonts are available for selection for the desired reports.

Select the type of font, font style, and size, then click OK to save the font information. These settings apply to all reprints.

Output to Printer

Select File > Settings > Output to Printer to print the reprinted guest check or checkout to an external printer.

Output to Screen

Select File > Settings > Output to Screen to display the reprinted guest check or checkout to the screen.

Exit

Select File > Exit to close the Aloha Reprint program and return to the main screen.

The Reprint Menu

The Reprint menu has four choices used to select the printout to reprint.:

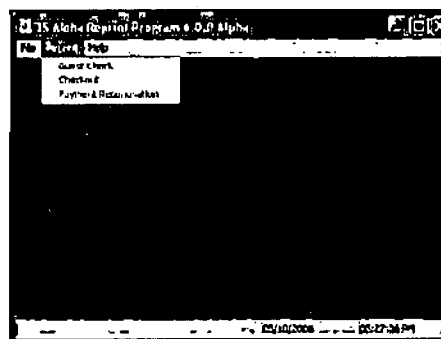


Figure 3 - 99 Reprint Menu

Guest Check

Select Reprint > Guest Check to reprint a guest check. The Select Date of Reprint dialog box displays with a list of dates including the current date. Select a single date from the list, and click OK. A list of the closed guest checks displays.

Employee	Check #	Time	Table	Amount	Primary Pmt
CHILDE, FRANCES	10002	16:00	Table 66	27.18	Not Found
CHILDE, FRANCES	10003	16:00	Table 33	4.01	Not Found
DECANTER, SHERRY	10006	16:00	7	16.32	Not Found
GALE, ABBY	10004	19:35	AG 4	4.50	CASH
GALE, ABBY	10005	16:00	AG 5	0.00	Not Found

Sort checks by:

☒ Employee ☐ Time ☐ Amount
☐ Check Number ☐ Table ☐ Primary Payment Type

Revenue Center: (Ab)

Reprints Reprint All Cancel

Figure 3 - 100 Select Check for Reprint Dialog Box

Sort Checks By Group Box

Sorts guest check information to be reprinted either by 'Employee', 'Check Number', 'Time', 'Table', 'Amount', or 'Primary Payment Type'.

Revenue Center — Filters the guest check information by a specific revenue center.

Reprint Button

Select the guest check(s) and click Reprint to reprint a single guest check, or multiple guest checks without printing all of them.



The Reprint option is not available unless one or more guest checks are selected.

Reprint All Button

Click Reprints All to reprint all guest checks. The information is sent to the printer or to the screen, depending on the selection in the Reprints File menu.

Cancel Button

Click Cancel to cancel the selection and return to the Reprint program.

Checkout

Select Reprint > Checkout to reprint a checkout for an employee or the drawer checkout report. The Select Date of Reprint dialog box displays with a list of dates including the current date. Select a single date from the list, and click OK. The Select Checkout to Reprint dialog box with a list of the employee checkouts appears.:

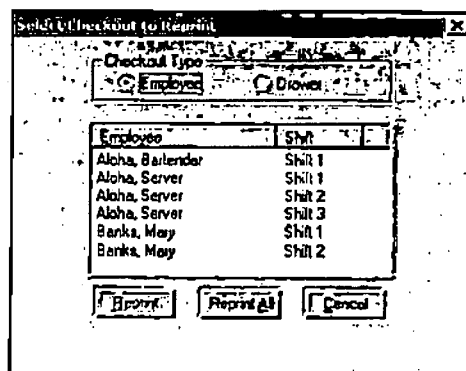


Figure 3 - 101 Sort by Employee Shift



If you are using the Custom Checkout feature, you must have a Checkout.cfg file in the Data directory or the reprinted checkouts are blank.

Checkout Type Group Box

Employee — Displays a list of the employee checkouts invoked by each employee for each shift. This is the default selection when you display the 'Select Checkout to Reprint' dialog box. Click the Employee or Shift column to sort in ascending and descending order. If you select a checkout report for an employee who was clocked in under a training mode, the 'Training: Do Not Pay' line displays on the checkout report.

Drawer — Displays the list of drawer checkouts invoked by the 'Checkout' button on the FOH 'Assign Cash Drawer' screen. In the FOH you can run a checkout using the Assign Cash Drawer function, and opt not to reset the drawer to zero. Only drawer checkouts where you opt to reset the drawer to zero display in this list. Click the Cash Drawer or Time column to sort in ascending and descending order.

Reprint Button

Select the checkout(s) and click Reprint to reprint a single checkout, or multiple checkouts without printing all of them.

Reprint All Button

Click Reprint All to reprint all checkouts. The information is sent to the printer or to the screen, depending on the selection in the Reprints File menu.

Cancel Button

Click Cancel to cancel the selection and return to the Reprint program.

Payment Reconciliation

Select Reports > Aloha Point-of-Sale > Payment Reconciliation to reprint an employee's Payment Reconciliation information. The Select Date of Reprint dialog box displays with a list of dates including the current date. Select a single date from the list, and click OK. A list of employee shifts required to perform Payment Reconciliation displays. Select an employee and click OK.

Split Checks

Select Reports > Aloha Point-of-Sale > Split Checks to reprint a check that has been split. The Select Date of Reprint dialog box displays with a list of dates including the current date. Select a single date from the list, and click OK. A list of employee shifts that have split a check displays. Select a check and click OK.

Exhibit 33

Plaintiff's Motion to Compel

Common Buttons on the Reports Screen

Located on each of the report configuration dialog boxes are options that provide additional functionality. Click the button if it is available on the report.

Settings Button

If this option is available for the report, click Settings to display the Settings dialog box. Settings are available for most of the reports listed on the Reports menu, and are used for configuring.

Each Settings dialog box displays a list of report fields allowing you to select the fields to include on the report. Others have predefined fields to include on the report. These provide a 'Report Position' which is used to determine whether the field is included on the report, and the order in which the information prints. For example, if 10 different fields print on the report, the field designated as Report Position 1 prints first, the field designated as Report Position 2 prints second, etc. Fields with Report Position 0 (zero) do not display on the report.

View Button

Click View to output and view a report on the screen. After making the report selections and the necessary changes to the report settings, if any, click View. The 'grind' process is implemented on current day reports, and once it is complete, the report detail displays on the screen.

Print Button

Click Print to print a report to the printer instead of displaying it on the screen. After making the report selections and the necessary changes to the report settings, if any, click Print. The 'grind' process is implemented on current day reports, and once it is complete, the report detail prints. The report can also be printed while viewing it on the screen using the Printer button.

Export Button

Click Export to export files for third-party software applications to make the report more portable and configurable. This gives you the ability to search, sort, and filter data for a variety of uses with common programs, such as MSExcel. After making the report selections and the necessary changes to the report settings, if any, click Export. The file is exported and a confirmation message displays.

Export Settings Button

Click Export Settings to export an Aloha report to comma separated (*.csv), text (*.txt), or rich text (*.rtf) formats. Common applications, such as Microsoft Word and Excel use these types of formats. After making the report selections and the necessary changes to the report settings, if any, click Export Settings. Select the file type and path, then click Save.



The default directory for files you export is RptExport. You can change the location to any directory you wish.

Select, Add, and Delete Report Setting

Select saved report settings for an Aloha report for different managerial levels, such as Kitchen Manager, Assistant Manager, and General Manager. A default setting is used. This feature is available for the following reports:

- Sales Report - Summary/Weekly
- Labor Report
- PMix Report - Summary/Weekly

Exhibit 34

Plaintiff's Motion to Compel

1 State of South Carolina)
2 County of Richland)
3 Richard A. Finan,)
4 Plaintiff,)
5 vs.) Transcript of Record
6 Vista Wings, LLC, et al.,)
7 Defendants.)
_____)

8

9

June 6, 2017

10

Columbia, South Carolina

11

12 BEFORE:

13

The Honorable George M. McFadden, Junior,

14

Judge

15

16 APPEARANCES:

17

Colton Ernest Driver, Esquire
Attorney for the Plaintiff

18

19

20

William H. Yarborough, Junior, Esquire
Attorney for the Defendants

21

22

23

24

25

Steven E. LeBlanc, R.P.R., Circuit Court Reporter
P.O. Box 184, Lexington, South Carolina 29071

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

PAGE

MOTION HEARING

3

Certificate of Reporter

14

EXHIBITS

NO. DESCRIPTION

ID EVDS.

NONE

Steven E. LeBlanc, R.P.R., Circuit Court Reporter
P.O. Box 184, Lexington, South Carolina 29071.

Record 478

1 point or will lead to any admissible evidence.

2 As far as agency, there are no other companies that
3 are involved in this. It's Wild Wing Cafe and two people
4 who aren't employees so I don't know where agency comes
5 in either, Your Honor. As far as adequately staffed, we
6 have given them every employee who was working that
7 night. We are providing him with all the bartender's
8 personnel files and that will actually include if there
9 is any adverse actions in those. So if there is any
10 adverse action for the bartenders who were actually
11 working on the night of the incident, he's going to get
12 that.

13 But then moving on kind of to the adverse employment
14 actions, he's seeking all of the Wild Wing Cafe's adverse
15 employment actions for the bartenders and security. Wild
16 Wing Cafe is Wild Wing Cafe, Your Honor. It's a national
17 chain. It's everywhere. To get that information, I
18 mean, it's a massive undertaking that would require, I
19 mean, I don't even know how many hours it would take,
20 Your Honor, but all of Wild Wing Cafes. So I have
21 offered all the bartenders who were working that night,
22 if there are any adverse employment actions that they
23 have had, obviously we will give those up. But I can't
24 even tell you how many employees that would cover.
25 And as far as security employees, Wild Wing Cafe doesn't

1 hire security employees. We have door men which is
2 totally different. They are not involved in any type of
3 security. The only thing they do is they stand at the
4 front of the door and they check ID's and make sure they
5 are 21 years or older and they let them in. So as far as
6 security employees I don't think that really applies.
7 That's all we have, Your Honor.

8 THE COURT: Do you have anything in reply, sir?

9 MR. DRIVER: Just a couple things, Your Honor. With
10 regard to evidence of over service, there's a police
11 report in this case and one of the co-defendants was
12 listed as having been consuming alcohol. Additionally,
13 there is a John Doe in the police report and there's
14 witness reports that there were multiple intoxicated
15 individuals involved.

16 As to the insurance money, what we are after isn't
17 necessarily how much money they have available there.
18 It's how much they spend on everything else because we
19 have alleged negligent training, supervision and
20 retention policies.

21 As to the rest, the pleadings go in scope here and
22 so with regard to punitives, with regard to us alleging
23 punitives, the ability to pay does come in but those
24 financials also support the case in chief which is
25 completely separate and Brandon didn't address the

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richard A. Finan

Plaintiff,

v.

Vista Wings, LLC d/b/a Wild Wing
Café—Columbia, Vista, Brent Weston,
and Aaron Miller

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2016-CP-40-07109

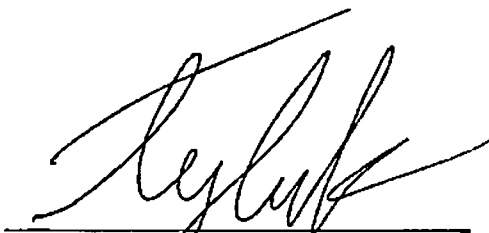
CERTIFICATE OF SERVICE

The undersigned, of the law office of Rogers Lewis Jackson Mann & Quinn, LLC, does certify that on November 22, 2017, he did cause to have served by U.S. Postal Service, regular mail with postage prepaid and return address clearly indicated, copies of Plaintiff's Motion to Compel, in the above-captioned case, to the following:

J. Christopher Pracht, Esq.
Thomason & Pracht LLP
PO Box 4025
Anderson, SC 29622
Attorney for Defendant Brent Weston

Mark S. Barrow, Esq.
Ryan C. Holt, Esq.
William H. Yarborough, Esq.
Sweeny Wingate & Barrow P.A.
1515 Lady St.
Columbia, SC 29201
Attorney for Defendant Vista Wings, LLC

Andy Aun, Esq.
Aun and McKay, P.A.
609 -C Columbia Drive
Columbia, SC 29212
Attorney for Defendant Aaron Miller



M. Tyler Koester, Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

November 22, 2017
Columbia, SC

ROGERS LEWIS

ATTORNEYS AT LAW

M. Tyler Koester, Paralegal
tkoester@rogerslewis.com

November 22, 2017

Via US Mail

The Honorable Jeanette W. McBride
Richland County Clerk of Court
PO Box 2766
Columbia, SC 29202-2766

Re: Richard A. Finan v. Vista Wings, LLC, d/b/a Wild Wing Café-Columbia, Brent
Weston, and Aaron Miller
C/A No: 2016-CP-40-7109

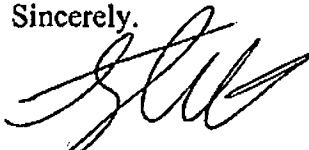
Dear Ms. McBride:

Please find enclosed an original and one copy of Plaintiff's Motion to Compel in the above referenced matter. Additionally, please find enclosed a Motion Coversheet and check made payable to the Richland County Clerk of Court in the amount of \$25.00 to cover the filing fee.

Please file the originals and return clocked-in copies to our office.

With kind regards, I am

Sincerely,



M. Tyler Koester, Paralegal
Rogers Lewis Jackson Mann & Quinn, LLC

11-27-17
Runner will
bring CK

Enclosures

cc. Mark S. Barrow, Esq.
J. Christopher Pracht, Esq.
Andy Aun, Esq.