

STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

HON. MAITE M. MURPHY, CIRCUIT COURT JUDGE
Civil Action No.: 2017-CP-02-00283
Appellate Case No.: 2019-001142

RECEIVED

Jul 30 2020

SC Court of Appeals

SOHAIL ABDULLA APPELLANT

VS.

SOUTHERN BANKRESPONDENT

RECORD ON APPEAL

/s/Tucker S. Player
SCB#: 16217
PLAYER LAW FIRM, LLC
1415 Broad River Road
Columbia, SC 29210
803-315-6300
tucker@playerlawfirm.com
Attorney for Appellant

Mark Wilhelmi
3527 Wheeler Rd., Ste. 401
Augusta, GA 30909
706-868-9646
Mark@markwilhelmilaw.com
Attorney for Respondent

INDEX

Orders

Order of 5/22/18	1
Scheduling Order of 2/20/2018	7
Order of 6/13/2019	8

Pleadings

Complaint	11
Answer and Counterclaims	16
Motion to Dismiss	24
Responses to Discovery	50
Proposed Order	53
Response to Motion to Dismiss	58
Motion to reconsider	62
Reply to Response to Motion to Dismiss	66
Response to Motion to Reconsider	69
Proposed Order	76

Transcript

Transcript of Hearing on Motion to Dismiss	80
--	----

Exhibits and Other Materials

Proof of Claim	100
Affidavit of Sohail Abdulla	101
Letter of 4/12/18	103
Amended Proof of Claim	107
Ledger	108
Letter 4/16/18	109
Letter 9/05/08	110
Deposition of Sohail Abdulla	113
Email of 5/19/17	129
Certification of Counsel	130

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A: 2017-CP-02-00283
)	
SOHAIL ABDULLA,)	
)	
Plaintiff,)	
v.)	
	)	ORDER DISMISSING CASE
SOUTHERN BANK,)	
)	
Defendant)	

This matter came before the Court on Southern Bank’s Motion to Dismiss for lack of Personal Jurisdiction on Monday, April 2, 2018. All parties were present and due and proper notice was made to all parties in interest.

Plaintiff’s Complaint alleges that jurisdiction is proper pursuant to the “South Carolina Long Arm Statute”. Defendant filed an Answer and Counterclaim to Plaintiff’s Complaint specifically reserving the defense that it was not subject to the Long Arm jurisdiction of South Carolina. Defendant subsequently filed this Motion to Dismiss which included the Affidavit of an officer of Southern Bank, along with attachments verifying that all business and loan transactions between Plaintiff and Defendant occurred in the State of Georgia. Plaintiff did not reside in the State of South Carolina during the time that he and/or his company, Sportsman’s Link Inc., conducted business with Southern Bank. Further, Plaintiff, by way of Affidavit and deposition, admitted under oath that he did not reside in South Carolina until 2010. Though Defendant filed an unsecured Amended Proof of Claim in 2011, the last loan transaction entered into by and between the parties was signed August 30, 2007 Georgia.

Standard of Review

The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. *Engineered Prods. v. Cleveland Crane & Eng'g*, 262

S.C. 1, 201 S.E.2d 921 (1974). The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law. *Id.*, 262 S.C. at 4, 201 S.E.2d at 922; *see also Hammond v. Cummins Engine Co.*, 287 S.C. 200, 336 S.E.2d 867 (1985) (stating that this Court is bound by Circuit Court's finding that a nonresident defendant is subject to its jurisdiction absent determination that Circuit Court's ruling is without evidentiary support or controlled by error of law); *see also Industrial Equip. Co. v. Frank G. Hough Co.*, 218 S.C. 169, 173, 61 S.E.2d 884, 885 (1950) (“This Court has adhered to the rule that a finding by the Circuit Court as to jurisdiction or lack of jurisdiction will not be disturbed on appeal unless wholly unsupported by the evidence or manifestly influenced or controlled by error of law.”).

It is well-settled that the party seeking to invoke personal jurisdiction over a non-resident defendant via our long-arm statute bears the burden of proving the existence of personal jurisdiction. *Southern Plastics Co. v. Southern Commerce Bank*, 310 S.C. 256, 423 S.E.2d 128 (1992); *Aviation Assocs. & Consultants, Inc. v. Jet Time, Inc.*, 303 S.C. 502, 402 S.E.2d 177 (1991); *South Carolina Dep't of Soc. Servs. v. Basnight*, 346 S.C. 241, 551 S.E.2d 274 (Ct. App. 2001). At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits. *Mid-State Distribs., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993); *White v. Stephens*, 300 S.C. 241, 387 S.E.2d 260 (1990); *International Mariculture Res. v. Grant*, 336 S.C. 434, 520 S.E.2d 160 (Ct. App. 1999).

Argument

Plaintiff argues that Defendant's filing of an unsecured Amended Proof of Claim on September 20, 2011 in the Chapter 11 Bankruptcy Case of Sportman's Link, Inc., Case No. 07-10454, United States Bankruptcy Court, Southern District of Georgia, Augusta Division, was a tortious act which conferred long arm jurisdiction over Defendant. The Amended Proof of Claim states that Defendant held several pieces of jewelry belonging to Plaintiff in its vault as collateral for a loan that Plaintiff

ultimately defaulted on. Plaintiff filed for Chapter 7 Bankruptcy in 2007, so the loan ceased to exist and the jewelry was no longer collateral. Defendant also noted at the hearing that a bank ledger, which was submitted to the Court, shows the jewelry in question was removed from the bank vault on March 9, 2004 as evidenced by two (2) bank employees. As set forth in Plaintiff's Affidavit, Plaintiff first requested specific information as to contents of the vault in 2016, approximately nine (9) years after the corporation filed bankruptcy in Georgia.

This Court finds the South Carolina Long Arm Statute, specifically S.C. Code Ann. 36-2-803, does not apply under these circumstances as to the conduct or relationship of the parties in to the underlying Complaint. As set forth above, Southern Bank has had no contact with Plaintiff in South Carolina at any time during their banking relationship. Additionally, Plaintiff did not reside in South Carolina during the applicable time period. Accordingly, Plaintiff cannot satisfy the requirements of due process which would subject Defendant to the jurisdiction of this Court.

~~This Court further finds Defendant's delay in requesting information concerning the contents of the vault some six (6) years after Plaintiff moved to South Carolina, and twelve (12) years after the jewelry was removed from the vault certainly raises the question of laches on the part of Plaintiff, as well as the issue of statute of limitations. Further, Plaintiff's allegation that Defendant's filing of an Amended unsecured Proof of Claim on September 20, 2011 is a tortious act, subjecting Defendant to the South Carolina Long Arm statute is not reasonable. Defendant's Amended unsecured claim, under oath, acknowledges that no collateral of any kind as pertains to this loan with Sportsman's Link, Inc. and its Guarantor, Sohail Abdulla, was in existence.~~

Plaintiff's additionally argues that Defendant's delay in filing a Motion to Dismiss waived its defense to in personam jurisdiction. Plaintiff cites *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016), as controlling. There, the Court held "a delay in challenging personal jurisdiction by Motion to Dismiss may result in waiver, even where the defense was asserted in a timely answer....." .

In *Maybank*, the original suit was brought in the Court of Common Pleas. BB&T reserved its objection based upon lack of in personam jurisdiction, but immediately removed the case to Federal Court along with other appellants and engaged in litigation by filing an Amended Answer, filing a Corporate Disclosure, opposing remand back to the State Court, and opposing a motion for attorney's fees. The Federal Court then remanded the case back to State Court, at which time BB&T continued to participate in litigation and discovery for another year. The case proceeded for 2 ½ years before BB&T Corporation finally filed their Motion to Dismiss.

This Court does not find the holding of *Maybank* to be controlling as pertains to the facts in this particular case. Correspondence received by counsel of both parties subsequent to the Motion to Dismiss hearing shows that Defendant responded to Plaintiff's request for Interrogatories and Production of Documents under the statement by Plaintiff's counsel that "it may expedite the disposition of the case". At no time did Defendant submit written Interrogatories or request for admissions. Furthermore, the depositions of Southern Bank and Plaintiff, took place on March 15, 2018. Defendant filed the underlying Motion to Dismiss on February 2, 2018, which was heard by this Court April 2, 2018. The deposition taken by Defendant of Plaintiff was done for the purpose of establishing, under oath, that Plaintiff did not move to the State of South Carolina until the year 2010. More importantly, Plaintiff acknowledges in the deposition that at no time was any business ever transacted in the State of South Carolina by and between Plaintiff and Defendant. The last business transaction conducted between the parties was August 30, 2007 in Georgia.

It is clear from the evidence presented that Plaintiff's underlying theory of long arm jurisdiction was lacking in the original Complaint, and further, was not rectified by any subsequent Affidavit of the Plaintiff.

WHEREFORE, IT IS HEREBY ORDERED that Plaintiff's Complaint against Southern Bank is **DISMISSED** for lack of jurisdiction under the South Carolina Long Arm Statute.

IT IS FURTHER ORDERED, by consent of Defendant, that Defendant's Counterclaim is hereby dismissed without prejudice. Further, Plaintiff and Defendant are each responsible for their own respective attorney's fees and costs associated with this Complaint.

This _____ day of _____, 2018.

HONORABLE MAITE D. MURPHY
JUDGE, COURT OF COMMON PLEAS

Prepared by:

/s/ Mark L. Wilhelmi

Mark L. Wilhelmi

SC State Bar Number 006103

Attorney for Southern Bank

3527 Wheeler Road, Suite 401

Augusta, Georgia 30909

Telephone: (706) 868-9646



Aiken Common Pleas

Case Caption: Sohail Abdulla VS Southern Bank

Case Number: 2017CP0200283

Type: Order/Dismissal

IT IS SO ORDERED.

Maite Murphy

Electronically signed on 2018-05-22 10:50:55 page 6 of 6

Sohail Abdulla
PLAINTIFF(S)

Southern Bank
DEFENDANT(S)

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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; 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:

Plaintiff's Motion to Reconsider an Order Dismissing for Lack of Personal Jurisdiction was filed on May 21, 2018. This Court was not aware there was a pending motion in this case until June 7, 2019. After careful consideration, for all the reasons stated in Defendant's Response Memorandum, Plaintiff's Motion to Reconsider is hereby denied.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/12/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Aiken Common Pleas

Case Caption: Sohail Abdulla VS Southern Bank

Case Number: 2017CP0200283

Type: Order/Electronic Form 4

So Ordered

s/ Maite Murphy 2166

Electronically signed on 2019-06-12 16:01:20 page 3 of 3

Plaintiff(s)

vs.

Defendant(s)

CIVIL ACTION COVERSHEET

2017-CP - 02- 00283

FILED 2.7.17

Robert S. Harte C.C.P. & O.S.

Anita Knaepfle Deputy Clerk

Submitted By: Tucker S. Player, Esq.
Address: PO Box 21005
Columbia, South Carolina 29221

SC Bar #: 16217
Telephone #: 803-772-8008
Fax #: 803-772-8037

Other:
E-mail: Tucker@playerlawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -NI-, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-Suit Discovery (670)

Submitting Party Signature: _____

Date: February 7, 2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCPP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
SOHAIL ABDULLA,)
)
Plaintiff,)
)
vs.)
)
SOUTHERN BANK,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS

C/A No.: 2017-CP-02- 00283

SUMMONS

FILED 2.7 2017


Robert J. White
C.C.P. & G.S.

Anita Knoepfle ¹⁰⁰
Deputy Clerk

TO DEFENDANT SOUTHERN BANK:

YOU ARE HEREBY SUMMONED and required to answer the complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscriber at their office at 1415 Broad River Road, Columbia, South Carolina, 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, Plaintiffs in this action will apply to the Court for the said relief demanded in the Complaint.

This 7th day of February, 2017.



Tucker S. Player, Esq.
Player Law Firm, LLC
Attorney for Plaintiff
1415 Broad River Road
Columbia, South Carolina 29210
(803) 772-8008

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
SOHAIL ABDULLA,)
)
PLAINTIFF,)
)
VS.)
)
SOUTHERN BANK,)
)
DEFENDANT.)
_____)

COURT OF COMMON PLEAS
IN THE SECOND JUDICIAL CIRCUIT

C/A:

2017 CP 0200283

COMPLAINT
(JURY TRIAL DEMANDED)

FILED

2-7-17

Robert J. White
C.C.P. & G.S.

Anita Knoepfle
Deputy Clerk

COMES NOW, PLAINTIFF, by and through his undersigned attorney, and alleges by way of this Complaint as follows:

JURISDICTION AND VENUE

1. Plaintiff is a citizen and resident of Aiken County, State of South Carolina.
2. Defendant is a Georgia Corporation with its main office in Waynesboro, Georgia.
3. Jurisdiction is proper pursuant to the South Carolina Long Arm Statute.

FACTUAL BACKGROUND

4. Plaintiff opened several banking accounts with Defendant.
5. Plaintiff obtained several personal loans with Defendant for which he was required to provide collateral to secure those loans.
6. Plaintiff provided numerous items of jewelry and other valuable items to be held in the vault at Defendant's location in Waynesboro, Georgia. A list of the items to be held in the vault is attached hereto as Exhibit 1.
7. In 2007, Defendant filed a proof of claim in Bankruptcy Court in which it claimed it still held the collateral listed in Exhibit 1 in its bank vault.

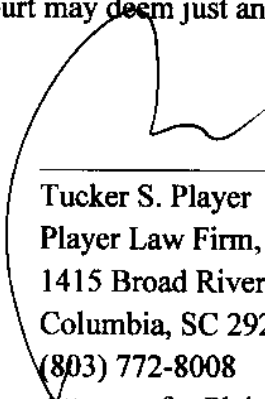
8. Defendant subsequently amended its proof of claim, but continued to assert that it held the collateral in its vault.
9. In 2015, the bankruptcy for which the above-referenced proof of claim was filed twice closed. At no time did Defendant indicate that the collateral held in its vault was seized, sold or otherwise disposed of with regard to any debt in the bankruptcy.
10. In 2016, Plaintiff requested the release of the collateral held in Defendant's vault as he no longer had any outstanding debts with Defendant.
11. In response to Plaintiff's request, Defendant informed Plaintiff that it no longer possessed the collateral in its vault.
12. Defendant claimed that Plaintiff removed the collateral from the vault in 2004, 3 years before Defendant swore under oath in the United States Bankruptcy Court that it held the collateral in its vault. Twice.
13. Plaintiff never removed any items from the vault of Defendant.

FOR A FIRST CAUSE OF ACTION

14. The preceding paragraphs are incorporated herein as if restated verbatim.
15. Plaintiff had a substantial financial interest in the aforementioned collateral as he was the legal owner of that collateral.
16. Defendant converted the property of Plaintiff to its own use without paying any compensation to Plaintiff.
17. Plaintiff did not give permission for the conversion of the collateral at any time.
18. Plaintiff suffered damages and continues to suffer damages as a result of Defendant's tortious conduct in an amount to be determined by a jury.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant on all claims and for actual damages and compensatory damages, as well as any other relief shown to be appropriate including, but not limited to, reasonable attorneys fees, costs and interest, and for such other and further relief as the Court may deem just and proper.

Columbia, South Carolina
February 7, 2017



Tucker S. Player
Player Law Firm, LLC
1415 Broad River Road
Columbia, SC 29210
(803) 772-8008
Attorney for Plaintiff

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 SOHAIL ABDULLA,)
)
 Plaintiff,)
 v.)
 SOUTHERN BANK,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 IN THE SECOND JUDICIAL CIRCUIT

 C/A: 2017-CP-02-00283

 ANSWER AND COUNTERCLAIM
 OF SOUTHERN BANK

FILED 04.19 20 17
Robert J. Harte 245
 C.C.P. & G.S.
Charla Guiffre Plouffe
 Deputy Clerk

NOW COMES Defendant, **SOUTHERN BANK**, and files this Answer and Counterclaim to Plaintiff's Complaint, and respectfully shows as follows:

FIRST DEFENSE

Plaintiff's Complaint fails to state a cause of action upon which relief may be granted, and accordingly, should be dismissed with prejudice.

SECOND DEFENSE

Defendant, Southern Bank, is not subject to the South Carolina Long Arm Statute as so alleged in Plaintiff's Complaint. All loans involving Plaintiff and his company, Sportsman's Link, Inc., originated and were signed in the State of Georgia. The fact that Plaintiff now alleges he resides in Aiken County, South Carolina is not sufficient for purposes of obtaining jurisdiction. Further, Plaintiff's now defunct corporation, Sportsman's Link, Inc. was also a Georgia corporation as registered with the Georgia Secretary of State and all resolutions made by Sportsman's Link, Inc. as pertains to the loans which are the subject matter of this litigation were approved by corporate resolution in the State of Georgia. At no time did Defendant, Southern Bank, transact business with Plaintiff or Plaintiff's corporation outside the State of Georgia. Accordingly, Defendant, by separate motion, will be filing a Motion to Dismiss and will be seeking an award of attorney's fees and costs as well as other sanctions, for wrongfully filing suit under the South Carolina Long Arm Statute.

THIRD DEFENSE

Defendant, while preserving all legal rights contesting jurisdiction in South Carolina under the South Carolina Long Arm Statute, responds to Plaintiff's allegations as follows:

1. Defendant can neither admit nor deny the allegation contained in Paragraph 1 of Plaintiff's Complaint, and would demand strict proof thereof.
2. Defendant admits the allegation contained in Paragraph 2. Specifically, Plaintiff is a Georgia corporation with its main office located in Waynesboro, Burke County, Georgia.
3. Defendant denies the allegations contained in Paragraph 3 of Plaintiff's Complaint and would demand strict proof thereof.
4. Defendant admits the allegations contained in Paragraph 4 of Plaintiff's Complaint. Further, all accounts were opened in the State of Georgia.
5. Defendant admits the allegations contained in Paragraph 5 of Plaintiff's Complaint. Specifically, Defendant provided loans to Plaintiff's corporation, Sportsman's Link, Inc. in amounts in excess of \$850,000.00. All of these loans were personally guaranteed by Plaintiff, Sohail Abdulla.
6. Defendant admits the allegations contained in Paragraph 6 of Plaintiff's Complaint. Although the list set forth in Exhibit 1 is not attached to Plaintiff's Complaint, Defendant assumes it is a list that was previously provided to Plaintiff's attorney by Defendant's attorney on or about November 2, 2016.
7. Defendant admits the allegation contained in Paragraph 7 of Plaintiff's Complaint. By way of further answer, Defendant would show that Sportsman's Link, Inc., which was

owned one hundred percent (100%) by Plaintiff, filed Chapter 11 Bankruptcy in the United States Bankruptcy Court, Southern District of Georgia, on March 13, 2007, Case No. 07-10454. Upon the filing of bankruptcy, Defendant, by and through its attorney, filed a Proof of Claim in the amount of \$852,718.96. As required in the United States Bankruptcy Court, this Proof of Claim contained attachments of any and all loan documents pertaining to Plaintiff's corporation, including Promissory Notes, Security Deeds, Personal Guaranty of Plaintiff, UCC-1 Financing Statements and a list of jewelry that was being held in Southern Bank's vault as collateral for these loans.

8. Defendant admits the allegations made in Paragraph 8 of Plaintiff's Complaint. The Amended Claim was filed due to the fact Debtor corporation's loan had matured and Debtor corporation, by and through its president and sole shareholder, Plaintiff, Sohail Abdulla, requested that the loan be refinanced. The renewal loan did reference its secured position on all previously pledged collateral, including jewelry. Said renewal Promissory Note was signed by Plaintiff, acknowledging Southern Bank's secured position in all collateral listed.
9. Defendant denies the allegations contained in Paragraph 9 of Plaintiff's Complaint and would demand strict proof thereof. By way of further answer, Defendant would show that Plaintiff's corporation, Sportsman's Link, Inc., subsequently converted to a Chapter 7 Bankruptcy Proceeding on July 22, 2008. Thereafter, all assets of Sportsman's Link, Inc., as well as all personal real property owned by Plaintiff, were auctioned off, repossessed, foreclosed upon and liquidated. This did not, however, include *any* of the items located in Southern Bank's vault due to the fact that Plaintiff removed all items from the bank vault on or about May 27, 2004 without permission or knowledge of the bank lending officer(s). It was not until after the Chapter 11 Bankruptcy filing of Sportsman's Link, Inc. that Defendant attempted to verify the contents of the vault and discovered the items had been removed approximately three (3) years prior to the Chapter 11 Bankruptcy filing of Sportsman's Link, Inc.
10. Defendant admits the allegations contained in Paragraph 10 of Plaintiff's Complaint. By way of further answer, Plaintiff is fully aware that the contents of that vault were

security for all loans referenced herein. Plaintiff's statement that he wants release of his jewelry because he no longer had any outstanding debts with Defendant is entirely false and fraudulent. Plaintiff and his counsel of record are fully aware that Southern Bank sustained a loss in excess of \$363,000.00 because of Plaintiff. Unfortunately, none of the jewelry in the vault was ever applied toward the outstanding indebtedness due to the fact that Plaintiff knowingly removed these items from the vault and never returned them as collateral for Southern Bank's loans.

11. Defendant admits the allegations contained in Paragraph 11 of Plaintiff's Complaint. By way of further answer, Plaintiff's counsel was informed in writing on November 2, 2016 that Plaintiff removed all contents from the vault on May 27, 2004.
12. Defendant admits the allegations in Paragraph 12 of Plaintiff's Complaint. By way of further answer, Defendant did file two (2) separate Proof of Claims under oath properly showing that the contents of the vault were collateral for the subject loans. The fact is the bank lending officer(s) were not aware that Plaintiff had removed these items several years prior to the bankruptcy filing. This collateral, regardless of its whereabouts, was pledged as security for all loans initiated by Sportsman's Link, Inc. and personally guaranteed by Plaintiff and should have not been removed by Plaintiff.
13. Defendant denies the allegations contained in Paragraph 13 of Plaintiff's Complaint. By way of further answer, no one except Plaintiff or Plaintiff's wife would have access to the bank vault.
14. Response to Paragraph 14 of Plaintiff's Complaint is not required.
15. Defendant admits the allegations contained in Paragraph 15 of Plaintiff's Complaint. By way of further answer, Defendant would assume that Plaintiff had a substantial financial interest in the aforementioned collateral due to the fact that he personally pledged it as security for the above referenced loans.

16. Defendant denies the allegations contained in Paragraph 16 of Plaintiff's Complaint and would demand strict proof thereof. By way of further answer, Defendant did not at any time remove the property in question from Plaintiff's vault. Notwithstanding the foregoing, however, Defendant had the legal right to repossess said collateral based upon the pledged collateral loan documentation signed by Plaintiff, and would have certainly exercised this option to repossess said collateral to offset the losses of the loan. Unfortunately, Plaintiff removed said items from said vault which in turn has caused Defendant further financial loss.
17. Defendant denies the allegations contained in Paragraph 17 of Plaintiff's Complaint. Although Defendant did not take possession of said collateral, it legally had the right to seize and possess said collateral at any time based upon the loan documentation and pledge of collateral as signed by Plaintiff, both individually, and as president of Sportsman's Link, Inc.
18. Defendant denies the allegations contained in Paragraph 18 of Plaintiff's Complaint. By way of further answer, Defendant would show that it continues to suffer damages as a result of Defendant's wrongful taking and conversion of said pledged collateral.
19. Defendant denies each and every other allegation in Plaintiff's Complaint which has not hereto been specifically admitted.

COUNTERCLAIM

NOW COMES, Defendant, SOUTHERN BANK, and files this Counterclaim against Plaintiff, SOHAIL ABDULLA, and respectfully shows as follows:

1. Plaintiff, Sohail Abdulla, alleges that he is a resident of Aiken County, South Carolina and therefore subject to the jurisdiction of the Court. Notwithstanding the foregoing, Southern Bank preserves its legal position that it is not subject to the venue and jurisdiction of this Court under South Carolina Long Arm Statute as pertains to Plaintiff's underlying Complaint.

2. On or about July 27, 2006, Sportsman's Link, Inc. executed a Promissory Note and Security Agreement in favor of Southern Bank in the original principal amount of \$850,213.00. Said loan was secured by all inventory, fixtures and equipment owned by Sportsman's Link, Inc., as well as numerous pieces of real property owned by Defendant, Sohail Abdulla, and the pledge of jewelry held in the vault at Southern Bank. Said loan was signed by Defendant, Sohail Abdulla, as president of Sportsman's Link, Inc. on July 27, 2006. Said loan was personally guaranteed by Sohail Abdulla by Personal Guaranty also dated July 27, 2006.
3. On March 13, 2007, Sportsman's Link, Inc. filed Chapter 11 Bankruptcy in the United States Bankruptcy Court, Southern District of Georgia, Augusta Division, Case No. 07-10454.
4. On August 30, 2007, at the request of Sohail Abdulla, a renewal Promissory Note and Security Agreement was entered into on behalf of Sportsman's Link, Inc. in the principal sum of \$843,640.00. This Promissory Note recited the same collateral, including jewelry held in the vault at Southern Bank with a complete description attached thereto. This loan was also personally guaranteed by Sohail Abdulla by Guaranty dated August 30, 2007.
5. Sportsman's Link, Inc. subsequently converted to Chapter 7 Bankruptcy on July 22, 2008. All inventory, fixtures and equipment of Sportsman's Link, Inc., as well as all real property and vehicles of Plaintiff, Sohail Abdulla, were foreclosed upon, auctioned and sold.
6. At some time after the initial filing of the Chapter 11 Bankruptcy on March 13, 2007, Southern Bank, by and through one of its officers, inspected the vault to determine the existence of said jewelry being held in the Southern Bank vault as collateral for the above referenced loans. It was at that time Southern Bank discovered that all contents of the safe, with the exception of Sportsman's Link, Inc. stock certificates, had been removed by Plaintiff, Sohail Abdulla on May 27, 2004, approximately three (3) years prior to bankruptcy filing of Sportsman's Link, Inc.
7. Per the terms of the Promissory Note, Security Agreement and Personal Guaranty of Sohail Abdulla, all such jewelry and other contents located in said vault were pledged as collateral for the outstanding indebtedness.

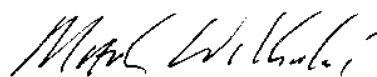
8. Southern Bank would show through the course of its liquidation and auctions, as well as foreclosure of real property, that it has sustained an overall loss in excess of \$363,000.00. Because Southern Bank was never allowed to repossess and liquidate said collateral held in the vault, it has sustained a monetary loss of many thousands of dollars which could have been applied to offset the overall loss sustained by Southern Bank.
9. Under the terms and conditions of the Promissory Note, Southern Bank is entitled to an award of attorney's fees in the amount of fifteen percent (15%) of the total amount owed plus all costs of Court. Accordingly, pursuant to O.C.G.A. 13-1-11, Plaintiff, Sohail Abdulla, is hereby notified that Southern Bank intends to enforce the provision of the Promissory Note and Security Agreement.

WHEREFORE, Defendant, SOUTHERN BANK, would pray as follows:

a) As to Plaintiff's Complaint, Defendant would request that said case would be dismissed with prejudice and that Defendant be awarded attorney's fees and costs for having to defend Plaintiff's frivolous lawsuit, and further,

b) Judgment be entered against Plaintiff, Sohail Abdullah, individually, in such amount as evidence may show to be the true fair market value of all jewelry and other collateral fraudulently removed by the Mr. Abdulla from the vault of Southern Bank, plus an award of attorney's fees in the amount of fifteen percent (15%) of the overall value of the collateral, plus all costs of Court, plus any all further relief this Court deems equitable and appropriate.

This 19th day of April, 2017.



MARK L. WILHELMI
Attorney for SRP Federal Credit Union
SC Bar No. 006103

3527 Wheeler Road, Suite 401

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
SOHAIL ABDULLA,)
)
Plaintiff,)
v.)
SOUTHERN BANK,)
)
Defendant)

IN THE COURT OF COMMON PLEAS
IN THE SECOND JUDICIAL CIRCUIT
C/A: 2017-CP-02-00283

**DEFENDANT’S MOTION TO DISMISS
FOR LACK OF PERSONAL JURISDICTION**

NOW COMES Defendant, **SOUTHERN BANK**, and files this Motion to Dismiss for Lack of Personal Jurisdiction and respectfully shows as follows:

Plaintiff, Sohail Abdulla, by and through his attorney, filed suit against Defendant, Southern Bank on February 7, 2017. Plaintiff alleges that Plaintiff is a citizen and resident of Aiken County, State of South Carolina; that Defendant is a Georgia Corporation with its main office in Waynesboro, Burke County, GA and jurisdiction is proper pursuant to the South Carolina Long Arm Statute. Defendant would show that it has never conducted or transacted business with Plaintiff in the State of South Carolina and the mere allegation that Plaintiff allegedly now lives in Aiken County, South Carolina is not sufficient to impose personal jurisdiction over Plaintiff.

Defendant, Southern Bank, filed an Answer and Counterclaim to said Complaint on April 19, 2017. Said Response specifically raised and reserved the defense that Defendant was not subject to the South Carolina Long Arm Statute as alleged in Plaintiff’s Complaint.

FACTUAL BACKGROUND

Plaintiff, Sohail Abdulla, began doing business with Southern Bank, formerly known as Bank of Burke County, GA, as far back as the late 1980’s. At all times that Mr. Abdulla conducted business with Southern Bank he resided in the State of Georgia as will be evidenced by the numerous loan documents which will be attached hereto by way of Affidavit.

On March 12, 1998, Sportsman's Link, Inc., by and through its owner and President, Sohail M. Abdulla executed a Corporate Authorization Resolution whereby it opened its business checking account for Sportsman's Link, Inc. with Bank of Burke County n/k/a Southern Bank. Sportman's Link, Inc. was duly organized under the laws of the State of Georgia. Southern Bank held a first secured interest in all furniture, fixtures, and inventory now or hereafter acquired, located at Plaintiff's place of business, 596 Bobby Jones Expressway, Augusta, Richmond County, GA. Southern Bank provided operating capital for Sportman's Link, Inc. In addition to a first secured interest in all business assets, Plaintiff, Sohail M. Abdulla, signed a Personal Guaranty for the underlying indebtedness. Further, Plaintiff, individually, pledged a Deed to Secure Debt in certain real property known as 112 Riverbend Drive, Augusta, Richmond County, GA which was Plaintiff's residence up until on or about June 1, 2002 at which time Plaintiff moved to 910 Windmill Lane, Evans, Columbia County, GA. Defendant has no knowledge of Plaintiff ever residing in South Carolina until the initiation of the current pending litigation.

Defendant would further show that it made numerous personal loans to Plaintiff involving real estate owned in the State of Georgia. This included: a) **7.68 acres** located in Burke County, GA, b) **31 acres** of land located in Columbia County, GA, c) **22 acres** of land located in Columbia County, GA, d) **one acre** of land located in Columbia County, GA, and e) Plaintiff's previous residence at 112 Riverbend Drive, Augusta, Richmond County, GA. Southern Bank did not finance Plaintiff's subsequent primary residence located at 910 Windmill Lane, Evans, Columbia County, GA which was purchased by Plaintiff on or about June 2002. All the above referenced properties were subsequently **foreclosed** upon by Southern Bank in October and November 2008.

With respect to Sportsman's Link, Inc., Defendant would show that said corporation filed Chapter 11 bankruptcy on March 13, 2007 in the United States Bankruptcy Court, Southern District of Georgia, Augusta Division, Case No. 07-10454-JSD. At that time, Southern Bank filed a Proof of Claim in the amount of \$853,718.96. The collateral securing the underlying Note included all inventory of Sportsman's Link, Inc., the Personal Guaranty of Sohail Abdulla, and four (4) pieces of jewelry held in the Southern Bank vault, which is the subject matter of the suit filed by Plaintiff against Southern Bank. Plaintiff alleges that Southern Bank stole the jewelry from the vault and is now claiming reimbursement. Documentation of the bank indicates that in fact the jewelry was removed by Plaintiff, Sohail Abdulla, on March 9, 2004 as evidenced by two (2) bank officers. It was not until

after the Chapter 11 bankruptcy filing by Sportsman's Link, Inc. that affiant as the primary lending officer on this account examined the vault and discovered that in fact the jewelry had been removed approximately three (3) years prior. As set forth above, Southern Bank held a possessory secured interest in said jewelry as consideration for the above stated loan to Sportsman's Link, Inc. along with the Personal Guaranty of Plaintiff, Sohail Abdulla. Affiant has no knowledge of this collateral being released from the loan.

Sportsman's Link, Inc. subsequently was converted to a Chapter 7 Bankruptcy proceeding at which time all assets of the corporation were liquidated. As set forth above, Southern Bank then proceeded with non-judicial foreclosure of five (5) separate parcels of real property located in Georgia owned by Plaintiff, individually. As a result of the bankruptcy filing and subsequent foreclosures, Southern Bank sustained a **total loss in excess of \$363,000.00**, all of which is personally guaranteed by Plaintiff, Sohail Abdulla. To the best of Defendant's knowledge and belief, Sohail Abdulla has never filed personal bankruptcy and therefore is still personally liable for the outstanding indebtedness. The fact that Plaintiff is now suing Southern Bank for alleged loss of the jewelry of which it held a secured interest defies all reasonable or legal logic. Plaintiff's suit is frivolous.

CITATION OF AUTHORITY

SOUTH CAROLINA'S LONG ARM STATUTE is set forth in S.C. Code Annotated Sect. 36-2-803-Personal jurisdiction based upon conduct. This Code Provision specifically provides as follows: A) a Court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's: 1. transacting any business in this State; 2) contracting to supply services or things in the State; 3) commission of a tortious act in whole or part in this State; 4) causing tortious injury or death in this State by an act or omission outside the State if he regularly does or solicits business, or engages in any other persistent conduct, or derives substantial revenue from the goods used or consumed or services rendered in the State; 5) having an interest in, using, or possessing real property in this State; 6) contracting to insure any person, property or risk located within the State at the time of contracting; 7) entry into a contract to be performed in whole or in part by either party in this State; or 8) production, manufacture, or distribution of goods with the reasonable expectation that these goods are to be used or consumed in this State and are so used and

consumed. Subsection B specifically provides: when jurisdiction over person is based solely upon this section, only a cause of action arising from acts enumerated in this section may be asserted against him. As defined in S.C. Code Annotated Sect. 36-2-801-Definitions, “Person includes a corporation, partnership, association or any other legal or commercial entity....”.

As set forth above, and verified by Affidavit attached to this motion, Southern Bank has never at any time transacted business in the State of South Carolina with Plaintiff or his corporation, Sportsman’s Link, Inc. All contractual business conducted by and between Plaintiff and Defendant took place in the State of Georgia. Southern Bank f/k/a Bank of Burke County has locations in Hephzibah, Richmond County, GA, Waynesboro, Burke County, GA and Sardis, Burke County, GA. Southern Bank does not have any physical banking locations in the State of South Carolina. Most importantly, Plaintiff, Sohail M. Abdulla, was a resident of the State of Georgia at all times that he transacted business with Southern Bank. As set forth in Plaintiff’s most recent Financial Declaration dated July 27, 2006, Plaintiff owned his home at 112 Riverbend Drive, Augusta, GA since 1993. On June 1, 2002, Plaintiff acquired 910 Windmill Lane, Evans, Columbia County, GA where he resided up until the time that his business known as Sportsman’s Link, Inc. was liquidated by the Chapter 7 Bankruptcy Trustee. Thereafter, Southern Bank was informed that Plaintiff fled outside the United States and then returned sometime later presumably residing in Aiken County, South Carolina. To date, Southern Bank still does not have any knowledge of the actual residential address of Plaintiff in South Carolina. As the Court will further see from the attached personal Financial Statement signed by Plaintiff, Plaintiff showed no ownership interest of any real property or businesses located in the State of South Carolina as of July 27, 2006. The real property listed in Schedule C is all located in the State of Georgia.

The South Carolina Long Arm Statute, Section 36-2-803, is subject to the bounds of constitutional due process and may be applied only when the Defendant had such minimum contacts with South Carolina that maintenance of the action does not offend traditional notions of fair play and substantial justice. Atlantic Soft Drink Company of Columbia, Inc. v. South Carolina Nat. Bank (S.C. 1985) 287 S.C. 228, 336 S.E. 2d 876. See also State v. NV Sumatra Tobacco Trading Company (S.C. 2008) 379 S.C. 81, 666 S.E. 2d 218. The Courts have further gone on to provide that for purposes of meeting due process requirements to assert jurisdiction over non-resident Defendant, it is essential in each case that there be some act by which the Defendant purposefully avails itself of the privilege of

conducting activities within the forum state, invoking the benefits and protections of its laws. Moosally vs. W.W. Norton and Co., Inc. (S.C. App. 2004) 358 S.C. 320, 594 S.E. 2d 878. See also Coggeshall v. Reproductive Endocrine Associates of Charlotte (S.C. 2007) 376 S.C. 12, 655 S.E. 2d 476. As in the case of Southern Bank, the question of in personam jurisdiction over a foreign corporation is one which must be resolved upon the facts of each particular case. A determination of whether a Court can exercise personal jurisdiction over a non-resident involves a two step analysis: 1) a trial Judge must determine that the Long Arm Statute applies, and 2) the trial Judge must determine that the non-resident's contacts with the State are sufficient to satisfy due process requirements. International Mariculture Resources v. Grant (S.C. App. 2009) 336 S.C. 434, 520 S.E. 2d 160. See also Engineer Products v. Cleveland Crane & Engineering (S.C. 1974) 262 S.C. 1, 201 S.E. 2d 921.

It is evident from the facts set forth in this case, including the attached Affidavit, Southern Bank does not fit any of the eight (8) designations set forth S.C. 36-2-803 as pertains to the South Carolina Long Arm Statute. Southern Bank has had no contact or transacted business with Plaintiff at any time in the State of South Carolina as pertains to the allegations set forth in Plaintiff's Complaint or any other matter involving Mr. Abdulla. Accordingly, Plaintiff cannot satisfy the due process requirements needed under the South Carolina Long Arm Statute.

WHEREFORE, Defendant, SOUTHERN BANK, would show it is not subject to the South Carolina Long Arm Statute as set forth in S.C. Code Annotated 36-2-803, as amended, and accordingly, would request said case be Dismissed.

This 2nd day of February, 2018.

/s/ Mark L. Wilhelmi

Mark L. Wilhelmi

SC State Bar Number 006103

Attorney for Southern Bank

3527 Wheeler Road, Suite 401
Augusta, Georgia 30909
Telephone: (706) 868-9646

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A: 2017-CP-02-00283
SOHAIL ABDULLA,)	
)	
Plaintiff,)	
v.)	
	)	AFFIDAVIT IN SUPPORT OF
SOUTHERN BANK,	)	DEFENDANT’S MOTION TO DISMISS
)	
Defendant)	

NOW COMES Affiant, **RALPH E. DICKEY**, who under oath, states as follows in Support of Defendant’s Motion to Dismiss for lack of jurisdiction under the South Carolina Long Arm Statute, and respectfully shows as follows:

1. I, Ralph E. Dickey, am President of Southern Bank, a Georgia Banking Institution organized existing under the Laws of the State of Georgia.

2. I was the primary lending officer involved with loan transactions pertaining to Sohail Abdulla, individually, and his corporation, Sportman’s Link, Inc. Sohail Abdulla opened his first checking account with Southern Bank, formerly Bank of Burke County, GA on or about 1988. On October 5, 1993, Mr. Abdulla opened another checking account. The address used in that Account Ledger was 3415 Wheeler Road, Augusta, GA 30909. On or about January 23, 1996, Plaintiff’s wife, Ayesha Chowhan, was added to this account, Acct. No. 10-556-41. The address of Plaintiff and his wife was then listed as 112 Riverbend Drive, Augusta, GA 30901.

3. Sohail Abdulla, as President and CEO of Sportsman’s Link, Inc., opened a business checking account with Southern Bank on March 12, 1998, Acct. No. 0010707. The Corporate Authorization Resolution was also submitted by Sohail Abdulla on March 12, 1998 showing Sportsman’s Link, Inc. as a Georgia Corporation.

4. From on or about March 12, 1998 until the Banruptcy liquidation of Sportsman's Link, Inc. in 2008, Southern Bank provided primary floor plan financing for Sportsman's Link, Inc. which was located 596 Bobby Jones Expressway, Augusta, Richmond County, GA. The last loan entered into by and between Sohail Abdulla, Sportsman's Link, Inc. and Southern Bank was dated August 30, 2007. This was a renewal of a previous loan that matured June 16, 2007. This loan also included the Personal Guaranty of Sohail Abdulla along with numerous other security agreements, UCC-1 Financing Statements, etc.
5. The recent most personal financial statement obtained from Sohail Abdulla is dated July 27, 2006. As set forth on the first page, Mr. Abdulla lists his home address as 910 Windmill Lane, Evans, GA 30809. This property was purchased by Mr. Abdulla June 1, 2002. Prior to that time, he shows his home residence at 112 Riverbend Drive, Augusta, Richmond County, GA. That property being purchased in 1993. Mr. Abdulla also shows that he has a Georgia Driver's License. The most recent driver's license issued to him at that point in time was on April 16, 2002.
6. In addition to the underlying business loan that was provided to Mr. Abdulla and his company Sportsman's Link, Inc., Southern Bank also provided financing for various pieces of real estate also located in the State of Georgia, including but not limited to: a) **7.68 acres** located in Burke County, GA, b) **31 acres** of land located in Columbia County, GA, c) **22 acres** in Columbia County, GA, d) **one acre** in Columbia County, GA, and e) Plaintiff's previous residence at 112 Riverbend Drive, Augusta, Richmond County, GA. Southern Bank did not finance Plaintiff's subsequent primary residence located at 910 Windmill Lane, Evans, Columbia County, GA which was purchased by Plaintiff on or about June 2002. All the above referenced properties were subsequently **foreclosed** upon by Southern Bank in October and November 2008.
7. Sportman's Link, Inc.'s filed Chapter 11 bankruptcy on March 13, 2007 in the United States Bankruptcy Court, Southern District of Georgia, Augusta, Division, Case No. 07-10454. Said case was subsequently converted to a Chapter 7 bankruptcy on July 22, 2008 at which time all assets of the corporation were liquidated on or about October 2008. As a result of the liquidation of Sportsman's Link, Inc. and foreclosure of the above referenced properties,

Southern Bank sustained an actual loss in excess of \$363,000.00, to which Sohail Abdulla is still personally liable for said loss as guarantor.

8. Southern Bank has no banking locations in South Carolina. Southern Bank has not conducted any bank business with Sohail Abdulla in the State of South Carolina. Further, all records held by Southern Bank as pertains to Sohail Abdulla and Sportsman's Link, Inc. clearly indicate that he has resided in the State of Georgia at all times he conducted business with Southern Bank, formerly known as Bank of Burke County. Neither Southern Bank nor Affiant has any actual knowledge as to the current address of Plaintiff, Sohail Abdulla, other than his allegation that he resides in Aiken County, South Carolina.

9. All attachments to this Affidavit are true and correct copies of actual loan documentation held by Southern Bank as pertains to Sohail Abdulla and Sportsman's Link, Inc. These attachments only represent a small portion of the files held by Southern Bank involving Mr. Abdulla and Sportsman's Link, Inc., which are also available for inspection.

This 1ST day of February, 2018.

Ralph E. Dickey - President
RALPH E. DICKEY
President, Southern Bank
P.O. Box 927
Waynesboro, GA 30830



Signed, Sealed and Delivered
in the presence of:

Kathleen B. Caran
Notary Public
My commission expires:

Notary Public, Burke Co., Georgia
My Commission Expires Aug. 8, 2018

To: Southern Bank

Personal Financial Statement

Section 1 - Applicant Information			Section 2 - Co-Applicant Information <i>(When completed and signed denotes intent to apply for joint credit)</i>		
Name	SOHAIL M. ABDULLA		Name		
Date of Birth	4-16-61	Social Security Number	Date of Birth		Social Security Number
Residence Address	910 WINDMILL LN		Residence Address		
City, State, Zip	EVANS, GA 30809		City, State, Zip		
Position or Occupation	PRESIDENT	Number of Years	Position or Occupation		Number of Years
Employer Name	SPORTSMAN'S LINK, INC (SELF)		Employer Name		
Residential Telephone		Business Telephone	Residential Telephone		Business Telephone
Nearest Relative Not Living With Me	Relationship	Telephone	Nearest Relative Not Living With Me	Relationship	Telephone
Dr. ABDULLA, M. ABDULLA BROTHER			Address		
3415 WHEELER RD, AUGUSTA, GA 30907			Driver's License (ID) Number		
018407688			Date issued		
04-16-03			State issued		
GA			Date issued		
			State issued		

Section 3 - Statement of Financial Condition as of

Indicate "A" (Applicant), "C" (Co-Applicant), or "J" (Jointly Held With Others) beside assets and liabilities to indicate to whom item applies.

ASSETS	A, C or J	\$ Amount	LIABILITIES	A, C or J	\$ Amount
Cash on hand & in banks - Schedule A	A	382,376	Notes payable to banks - secured - Schedule E Auto		155,000
IRAs 401(k) & Retirement Assets	A	700,000	Notes payable to banks - unsecured - Schedule E		
U.S. Gov't & Marketable Securities - Schedule B			Due to brokers-margin loans - Schedule E		
Securities held by broker in margin accounts			Amounts payable to others - secured		
Restricted or Control Stocks (Pub Co. only)			Credit Cards - Schedule E		
Real Estate Owned - Schedule C	A	7,384,000	Equity Lines - Schedule E		283,000
Loans Receivable	A	230,161	Unpaid Taxes (Income, Property, etc.)		
Cash value - life insurance - Schedule D			Real estate mortgages payable - Schedule C		2,548,919
Value of Closely Held Business	A	2,623,616	Other Debts - Itemize		
Automobiles and other personal property	A	625,000	STOCK NOTES		1,457,000
Other Assets - Itemize	A	259,000	HOME IMPROVEMENTS HOME DEBT INTEREST		
BOATS	A	159,000	AND PAYMENT FREE ONE YEAR		23,000
TRACTOR 4 WHEELER + FARM EQUIP	A	49,000			
FURNISHING + JEWELRY	A	389,000	TOTAL LIABILITIES		4,466,919
STORE LEASE VALUE	A	2,500,000	NET WORTH		10,930,334
FIREARM COLLECTION	A	96,500	TOTAL LIABILITIES AND NET WORTH		15,398,653
TOTAL ASSETS		15,398,653			

INCOME FOR YEAR ENDED:		Applicant	Co-Applicant	EXPENSES
Salary		104,000		Rent payment
Bonuses and Commissions	REAL ESTATE SALE	1,008,000		Alimony
Interest & Dividends		41,600		Child Support
Rental Income		58,000		Tuition
Other income (Alimony or child support need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)				PERSONAL INFORMATION (both Applicant and Co-Applicant)
TOTAL INCOME		1,211,600		Are you a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CONTINGENT LIABILITIES				Do you have a will? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If so, name of executor
Do you have any contingent liabilities? If so, describe				Are you a partner or officer in any other venture? If so describe
As endorser, co-maker or guarantor?				NO
On leases or contracts?				Income tax settled through (date) YES
Legal claims				Are any assets pledged other than as described on schedules? If so, describe
Other special debt				NO
Amount of contested income tax items				Are you a defendant in any suits or legal actions? If so describe
				NO
				Have you or your businesses ever been declared bankrupt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Complete Schedules and Sign on Page 2

ELECTRONICALLY FILED - 2009 FEB 02 11:23 AM - Aiken COMMON PLEAS, CASE#0170020283

ELECTRONICALLY FILED - 2018 Feb 02 11:22 AM - ALIKR... CASE#20170P0206288

SCHEDULE A - Cash and Investments				
Type of Account	Name of Bank or Broker	In Name Of	Are These Pledged?	Current Balance
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
TOTAL				

SCHEDULE B - U.S. Government & Marketable Securities					
Number of Shares	Description	In Name Of	Are These Pledged	Date of Value	Value
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
TOTAL					

SCHEDULE C - Real Estate (Owned)						
(1) Address of Property	(2) Property Description Type: Commercial (C), Residential (R), Agricultural (A). Use: Office, Warehouse, Home, Lot. Size: Square Footage.			(3) Cost	(4) Date Acquired	(5) Current Market Value
	Type	Use	Size			
14269 WASHINGTON RD	C	INVESTMENT	3.71 ACRES	1910,000	6-2005	2,600,000
22959 OLD BRACCO RD	C	INVESTMENT 14,088 SF	3.447 ACRES	300,000	5-2005	740,000
3	C	INVESTMENT	3000 SF	150,000	5-2005	225,000
4 CORNELIO HANSHAWN HALLAN EMPT LD. MAP PARCEL 044-065B BOUGHT FOR 1-4-71L CURRENT MARKET VALUE 3.2 MIL	C	INVESTMENT	8 ACRES		7-2005	MYMANT 800,000
TOTAL						4,265,000

(6) Name of Lender	(7) Title in Name Of	(8) Mortgage Balance	(9) Monthly Payment	(10) Monthly Rental Income	(11) Ownership Percentage
1. GRKT	SELF	4700,000	INTEREST		100 %
2. GRKT	SELF	0	0		100 %
3. GRKT	SELF	0	0		100 %
4. PARTNERSHIP	M. AYAZ CHAUDHARY	0	0		50 %
TOTAL					

SCHEDULE D - Life Insurance Carried, Including Whole Life and Group Insurance					
Name of Insurance Company	Owner of Policy	Beneficiary	Face Amount	Policy Loans	Cash Surrender Value
TOTAL					

SCHEDULE E - Banks or Finance Companies Where Credit Has Been Obtained						
Name of Lender	Collateral Description	Type (Line of Credit, Term Loan)	Maximum Line Amount	Monthly Payment	Current Balance	Maturity
TOTAL						

It is my/our intent to apply for individual/joint credit. Therefore, each of the undersigned hereby instructs, consents and authorizes _____ or any affiliate, subsidiary or other entity related thereto ("Lender") to obtain a consumer credit report and any other information relating to their individual credit status in the following circumstances: (a) relating to the opening of an account or upon application for a loan or other product or service offered by Lender by a commercial entity of which the undersigned is a principal, member, guarantor or other party, (b) thereafter, periodically according to the Lender's credit review and audit procedures, and (c) relating to Lender's review or collection of a loan, account, or other Lender product or service made or extended to a commercial entity of which the undersigned is a principal, member, guarantor or other party.

Each of the undersigned certifies that everything stated on the first page and second page of this Personal Financial Statement and any other documents or information submitted in connection with this Personal Financial Statement is true, accurate and complete. Each of the undersigned understands that Lender will retain this Personal Financial Statement. Each of the undersigned hereby authorizes Lender to verify at any time any information submitted to Lender by or on behalf of the undersigned; obtain further information concerning the credit standing of the undersigned, including without limitation, credit and employment history; and exchange credit information concerning the undersigned with other individuals or entities, including, without limitation, any affiliate, subsidiary or other entity related to SunTrust Bank. Each of the undersigned authorizes Lender to consider this Personal Financial Statement as a continuing statement of financial condition until replaced by a new Personal Financial Statement or until the undersigned specifically notifies Lender in writing of any change in such financial condition.

This Personal Financial Statement, including the consent to obtain consumer credit report contained above is executed by the undersigned(s) on the date(s) listed below.

Customer Signature (Applicant) [Signature] Customer Signature (Co-Applicant) _____
 Printed Name (Applicant) _____ Printed Name (Co-Applicant) _____
 Date Signed 7-27-2006 Date Signed _____

ELECTRONICALLY FILED - 2018 Feb 12 11:23 AM - AUCON COMMON PLEAS - CASE#2017CP000283

SCHEDULE A - Cash and Investments		Name of Bank or Broker	In Name Of	Are These Pledged?		Current Balance
Type of Account				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TOTAL						

SCHEDULE B - U.S. Government Marketable Securities		Description	In Name Of	Are These Pledged?		Date of Value	Value
Number of Shares				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
TOTAL							

SCHEDULE C - Real Estate Owned						
(1) Address of Property	(2) Property Description			(3) Cost	(4) Date Acquired	(5) Current Market Value
	Type	Use	Size			
1 6128 WASHINGTON	R	FARM HOME	74 ACRES	1,000,000	12-12-03	1,200,000
2 112 RIVERBEND DR	R	RIVER HOME	2600 SF	150,000	1993	169,000
3 910 WINDMILL LN	R	MAIN HOUSE	4900 SF	380,000	6-1-03	550,000
4 795 HAMMOND DR ATL	R	RENT HOUSE	3800 SF	700,000	6-05	1,100,000
TOTAL						3,019,000

(6) Name of Lender	(7) Title in Name Of	(8) Mortgage Balance	(9) Monthly Payment	(10) Monthly Rental Income	(11) Ownership Percentage
1 SOUTHERN BANK	SELF	727,000	STORE		100 %
2 SOUTHERN BANK	SELF + STORE SHARES	730,000	STORE LINE DEFICIT		100 %
3 COUNTRY WIDE	SELF	351,096	1905		100 %
4 COUNTRY WIDE	SELF	497,823	STORE		100 %
TOTAL					

SCHEDULE D - Life Insurance Carried, Including Whole Life and Group Insurance					
Name of Insurance Company	Owner of Policy	Beneficiary	Face Amount	Policy Loans	Cash Surrender Value
TOTAL					

SCHEDULE E - Banks or Finance Companies Where Credit Has Been Obtained						
Name of Lender	Collateral Description	Type (Line of Credit, Term Loan)	Maximum Line Amount	Monthly Payment	Current Balance	Maturity
TOTAL						

It is my/our intent to apply for individual/joint credit. Therefore, each of the undersigned hereby instructs, consents and authorizes _____ or any affiliate, subsidiary or other entity related thereto ("Lender") to obtain a consumer credit report and any other information relating to their individual credit status in the following circumstances: (a) relating to the opening of an account or use of an application for a loan or other product or service offered by Lender by a commercial entity of which the undersigned is a principal, member, guarantor or other party, (b) thereafter, periodically according to the Lender's credit review and audit procedures, and (c) relating to Lender's review or collection of a loan, account, or other Lender product or service made or extended to a commercial entity of which the undersigned is a principal, member, guarantor or other party.

Each of the undersigned certifies that everything stated on the first page and second page of this Personal Financial Statement and any other documents or information submitted in connection with this Personal Financial Statement is true, accurate and complete. Each of the undersigned understands that Lender will retain this Personal Financial Statement. Each of the undersigned hereby authorizes Lender to verify at any time any information submitted to Lender by or on behalf of the undersigned; obtain further information concerning the credit standing of the undersigned, including without limitation, credit and employment history; and exchange credit information concerning the undersigned with other individuals or entities, including, without limitation, any affiliate, subsidiary or other entity related to SunTrust Bank. Each of the undersigned authorizes Lender to consider this Personal Financial Statement as a continuing statement of financial condition until replaced by a new Personal Financial Statement or until the undersigned specifically notifies Lender in writing of any change in such financial condition.

This Personal Financial Statement, including the consent to obtain consumer credit report contained above is executed by the undersigned(s) on the date(s) listed below.

Customer Signature (Applicant): [Signature] Customer Signature (Co-Applicant): _____
 Printed Name (Applicant): _____ Printed Name (Co-Applicant): _____
 Date Signed: 7-27-2006 Date Signed: _____

NAME OF ACCOUNT	SOHAIL M. ABDULLA	10-556-41
ADDRESS	3415 WHEELER ROAD AUGUSTA, GA 30909	ACCOUNT NUMBER
OTHER SERVICES:		Number of Signatures Required for Withdrawal: 1
<input type="checkbox"/> AUTOMATED TELLER MACHINE <input type="checkbox"/> AUTOMATIC PAYMENT <input type="checkbox"/> AUTOMATIC TRANSFER <input type="checkbox"/> DIRECT DEPOSIT <input type="checkbox"/> OTHER _____	CERTIFICATION NOTICE: TIN: _____ Under penalties of perjury, I certify, by signing below (1) that the number shown above is my correct taxpayer identification number and (2) if this account is opened after 12/31/83, that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding for a failure to report all interest or dividends or the Internal Revenue has notified me that I am no longer subject to backup withholding. (If #2 does not apply, please line through.) In addition, I acknowledge receipt of at least one copy of this form. X _____	
Federal I.D. # _____		
Signature 1 Soc. Sec. No. [REDACTED]-7669	By signing below, I agree to the terms and conditions stated on this form.	
Signature 2 Soc. Sec. No. _____	1. X <i>Sohail M. Abdulla</i>	
Signature 3 Soc. Sec. No. _____	2. X _____	
	3. X _____	

TO: BANK OF BURKE COUNTY

Date Opened	10-05-93	Opened By	HHH	Initial Deposit	\$ 2,000.00
OCCUPATION(S)					
TELEPHONE NO.'S					
PREVIOUS BANKING CONNECTION					
BUSINESS					
COUNTY AND STATE OR ORGANIZATION					
AUTHORIZATION DATED					
Trust or Pay-On-Death Beneficiary Designation Name	DR. ABDULLA ABDULLA (brother)				
Address					
Name					
Address					
(Name and address of someone who will always know my whereabouts)					
TYPE OF ACCOUNT -- BUSINESS:					
<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION - FOR PROFIT <input type="checkbox"/> CORPORATION - NON-PROFIT <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> NOW ACCOUNT <input type="checkbox"/> MONEY MARKET DEPOSIT ACCOUNT <input type="checkbox"/> SUPER NOW ACCOUNT (NON-PROFIT CORPORATION) <input type="checkbox"/>					
TYPE OF ACCOUNT -- PERSONAL:					
<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> SAVINGS <input type="checkbox"/> JOINT - WITH SURVIVORSHIP <input type="checkbox"/> JOINT - NO SURVIVORSHIP <input type="checkbox"/> NOW ACCOUNT <input type="checkbox"/> SUPER NOW ACCOUNT <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> TRUST <input type="checkbox"/> CHRISTMAS CLUB <input type="checkbox"/> <input type="checkbox"/> MONEY MARKET DEPOSIT ACCOUNT <input type="checkbox"/> PAY-ON-DEATH (BENEFICIARIES NAMED HEREIN)					

A copy of the account charges, if not disclosed on this form, is either displayed in your lobby, entry or savings department or furnished to each account in a printed pamphlet, form, letter, card, statement, account folder or passbook.
 You may make changes from time to time in the terms of this agreement and they will become effective upon the earlier of (a) the expiration of a thirty-day period of posting of such changes in your institution, or (b) the mailing or delivery of a notice to me in my monthly statement for one month.

<input type="checkbox"/> NOW	Minimum Additional Deposit \$ _____
<input type="checkbox"/> SUPER NOW	Minimum Denomination for Drafts, Transfers and Withdrawals \$ _____
<input type="checkbox"/> MONEY MARKET DEPOSIT ACCOUNT	..... Initial Deposit \$ _____

ACCOUNT TITLE

SOHAIL ABDULLA
OR DR. AYESHA CHOWHAN

ACCT. NO. 10-556-4

DATE 1-23-96

INITIAL DEPOSIT

NUMBER OF SIGNATURES REQUIRED 1

NEW CHANGE

I have received the following disclosures: TRUTH-IN-SAVINGS, FUNDS AVAILABILITY POLICY, and ELECTRONIC FUNDS TRANSFER (please initial).

SIGNATURE - The undersigned acknowledges receipt of at least one copy of this form and agrees to the terms and conditions on the front and back.

- 1. x Sohail M. Abdulla Signature 7669 SS#, DL#, or Title (bus. only)
- 2. x Ayesha Signature SS#, DL#, or Title (bus. only)
- 3. x Signature SS#, DL#, or Title (bus. only)
- 4. x Signature SS#, DL#, or Title (bus. only)

Name SOHAIL ABDULLA SS # 7669 DOB 04-16-
 Residence 112 RIVERBEND DR. Phone
 City/State AUGUSTA, GA Zip Code 30901
 Occupation Business Telephone No.

Name AYESHA CHOWHAN SS # DOB
 Residence SAME Phone
 City/State Zip Code
 Occupation Business Telephone No.

TYPE OF ACCOUNT

- PERSONAL BUSINESS
- CHECKING SAVINGS NOW CORPORATION - FOR PRC
 - INDIVIDUAL SUPER NOW CORPORATION - NON PRC
 - JOINT - NO SURVIVORSHIP MONEY MARKET SOLE PROPRIETORSHIP
 - JOINT - WITH SURVIVORSHIP CERTIFICATE OF DEPOSIT PARTNERSHIP
 -

Business Name Ownership
 Location County/State of Organization
 Fed Tax ID # Telephone No.

CERTIFICATION NOTICE:
 Under penalties of perjury, I certify, by signing below (1) that the number shown on this form is my correct taxpayer identification number and (2) if this account is opened after 12/31/83, that I am not subject to backup withholding either b I have not been notified that I am subject to backup withholding for a failure to report all interest or dividends Internal Revenue Service has notified me that I am no longer subject to backup withholding. (if #2 does not apply, line through.)

TIN No. 7669 x Sohail M. Abdulla

TO: BANK OF BURKE COUNTY, Sardis, GA 30456

ELECTRONICALLY FILED - 2018 FEB 02 11:23 AM - ALLEN COMMON PLEAS - CASE#2017-020283

P.O. BOX 927 229 E. Sixth Street
Waynesboro, GA 30830
(706) 554-7755

NUMBER

0010650

ACCOUNT OWNER(S) NAME & ADDRESS

SPORTSMANS LINK INC.
C/C ACCOUNT
2347 HWY. 88
HEPHZIBAH, GA 30815

ELECTRONICALLY FILED - 2018 Feb 02 11:23 AM - AIKEN - COMMON PLEAS - CASE#2017CP0200283

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE

- INDIVIDUAL
- JOINT - WITH SURVIVORSHIP (and not as tenants in common)
- JOINT - NO SURVIVORSHIP (as tenants in common)
- TRUST - SEPARATE AGREEMENT:

REVOCABLE TRUST OR PAY-ON-DEATH
DESIGNATION AS DEFINED IN THIS AGREEMENT
Name and Address of Beneficiaries:

- NEW
- EXISTING
- TYPE OF ACCOUNT CHECKING
- SAVINGS
- MONEY MARKET
- CERTIFICATE OF DEPOSIT
- NOW

This is your (check one): Business Checking
 Permanent Temporary account agreement.

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- SOLE PROPRIETORSHIP
- CORPORATION: FOR PROFIT NOT FOR PROFIT
- PARTNERSHIP

BUSINESS: SPORTS STORE
COUNTY & STATE OF ORGANIZATION: RICHMOND, GA
AUTHORIZATION DATED: March 12, 1980

Number of signatures required for withdrawal 1
FACSIMILE SIGNATURE(S) ALLOWED? YES NO

SIGNATURE(S) - THE UNDERSIGNED AGREE(S) TO THE TERMS STATED ON PAGES 1 AND 2 OF THIS FORM, AND ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY ON TODAY'S DATE. THE UNDERSIGNED ALSO ACKNOWLEDGE(S) RECEIPT OF A COPY OF AND AGREE(S) TO THE TERMS OF THE FOLLOWING DISCLOSURE(S):

- Deposit Account Disclosure
- Funds Availability Disclosure
- Electronic Funds Transfer Disclosure
- TIS Disclosure

DATE OPENED March 12, 1998 BY Cindy Hallford

INITIAL DEPOSIT \$ 2,500.00

CASH CHECK

HOME TELEPHONE # _____
BUSINESS PHONE # _____
DRIVER'S LICENSE # _____
EMPLOYER _____
MOTHER'S MAIDEN NAME _____
Name and address of someone who will always know your location: _____

(1): SOHAIL M. ABDULLA
I.D. # 7669 D.O.B. April 16, 1961

(2): Ayesha
I.D. # 3501 D.O.B. _____

(3): _____
I.D. # _____ D.O.B. _____

(4): _____
I.D. # _____ D.O.B. _____

Authorized Signer (Individual Accounts Only)

I.D. # _____ D.O.B. _____

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 99-9999999 937

TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

NONRESIDENT ALIENS - I am not a United States person, or if I am an individual, I am neither a citizen nor a resident of the United States.

SIGNATURE: I certify under penalties of perjury the statements checked in this section.

SOHAIL M. ABDULLA
(Date)

MINUTES OF SECOND MEETING OF
SHAREHOLDERS
OF
SPORTSMAN'S LINK, INC.

Held: July 6, 1998

CORPORATE RESOLUTION

A meeting of the shareholders of the Corporation was held on the above date at 9:30 o'clock A.M., at 2347 Highway 88, Hephzibah, Georgia 30815.

The following persons, constituting a quorum, were present in person or by proxy: Sohail M. Abdulla, J. Michael Spence, James A. Moody.

The president presided as chairman of the meeting and the secretary recorded the minutes of the meeting.

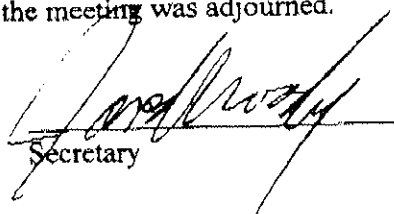
The purpose of the meeting was the resolution authorizing SOHAIL M. ABDULLA to execute any documents which may be required by the BANK OF BURKE COUNTY regarding a line of credit for the Corporation.

Upon motion duly made and seconded, the shareholders unanimously ratified and approved the resolution authorizing SOHAIL M. ABDULLA to execute any documents which may be required by the BANK OF BURKE COUNTY regarding a line of credit for the Corporation.

It was further resolved that the foregoing resolution shall remain in full force and effect until written notice of its amendment or rescission shall have been received by BANK OF BURKE COUNTY, and that receipt of such notice shall not affect any action taken by BANK OF BURKE COUNTY, prior thereto; and

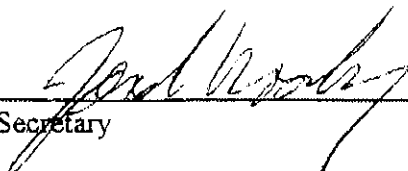
It was further resolved that the Secretary be, and hereby, is authorized and directed to certify to BANK OF BURKE COUNTY, the foregoing resolution and the provisions thereof, are in conformity with the Charter and By-Laws of this Corporation.

There being no further business presented, the meeting was adjourned.


Secretary

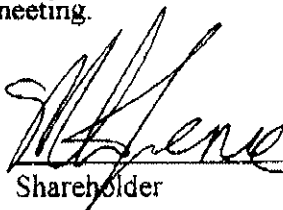
I HEREBY CERTIFY that all shareholders of the Corporation were present at the foregoing meeting and that none protested the absence of notice of the meeting.

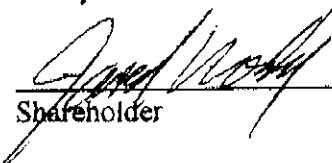
Dated: July 6, 1998.

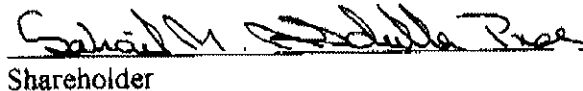

Secretary

THE UNDERSIGNED, being all the shareholders of the Corporation acknowledge that they attended the foregoing meeting without protest of absence of notice and that the foregoing minutes accurately reflect the actions taken at that meeting.

Dated: July 6, 1998


Shareholder

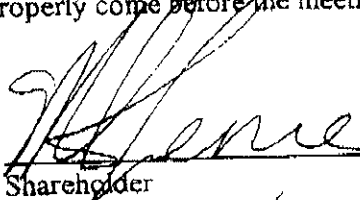

Shareholder

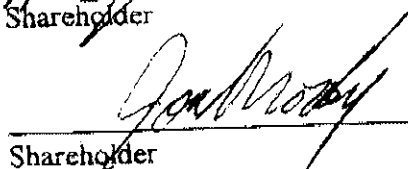

Shareholder

WAIVER OF NOTICE OF MEETING OF SHAREHOLDERS

The undersigned, each being a shareholder of the Corporation, waive all notice required by the Corporation's By-Laws and the laws of the State of Georgia of the time, place and purposes of a meeting of the shareholders and fix July 6, 1998, as the date, 9:30 o'clock A.M., as the time, and 2347 Highway 88, Hephzibah, Georgia, as the place, and the following as the purposes: The transaction of such business as may properly come before the meeting.

Dated: July 6, 1998


Shareholder


Shareholder


Shareholder

CORPORATE AUTHORIZATION RESOLUTION

Bank Of Burke County
P.O. Box 927, 229 E. Sixth Street
Waynesboro, GA 30830
(706) 554-7755

By: SPORTSMANS LINK INC.
GENERAL ACCOUNT (Corporation)
2347 HWY. 88
HEPHZIBAH, GA 30815
(Address)
(City, State and Zip Code)

ELECTRONICALLY FILED - 2018 APR 02 11:51 AM - MISSISSIPPI COMMON PLEAS - CASE#2017CP0200283

A. I, SHHAIL M. ABDULLA, certify that I am Secretary (clerk) of the above named corporation organized under the laws of GA, Federal Employer I.D. Number 99-9999999, engaged in business under the trade name of SPORTSMANS LINK INC., and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on March 12, 1998. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Be it resolved that,

- (1) The Financial Institution named above is designated as a depository for the funds of this corporation.
(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
(3) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this corporation with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
(4) Any of the persons named below, so long as they act in a representative capacity as agents of this corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from the Financial Institution or any other business transacted by and between this corporation and this Financial Institution subject to any restrictions stated below.
(5) Any and all prior resolutions adopted by the Board of Directors of this corporation and certified to this Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, unless supplemented or modified by this authorization.
(6) This corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the corporation, and authorizes the Financial Institution named above, at any time, to charge this corporation for all checks, drafts, or other orders for the payment of money, that are drawn on this Financial Institution, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimens in section C. (or the facsimile signature specimens that this corporation files with this Financial Institution from time to time) and contain the required number of signatures for this purpose.

C. If indicated, any person listed below (subject to any expressed restrictions) is authorized to:
Table with columns: Name and Title, Signature, Facsimile Signature (if used)
Row (A): SOHAIL M. ABDULLA, PRESIDENT

Indicate A, B, C and/or D

- A (1) Exercise all of the powers listed in (2) through (6).
(2) Open any deposit or checking account(s) in the name of this corporation.
(3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this Financial Institution.
Number of authorized signatures required for this purpose 1
(4) Borrow money on behalf and in the name of this corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose 1
(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by this corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose 1
(6) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this Financial Institution.
Number of authorized persons required to gain access and to terminate the lease 1

D. I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on

IMPRINT SEAL HERE

Attest by One Other Officer

Secretary

ELECTRONICALLY FILED - 2018 Feb 02 11:23 AM - AIKEN - COMMON PLEAS - CASE#2017CP0200283

LINE OF CREDIT

LINE OF CREDIT

LINE OF CREDIT

SPORTSMAN'S LINK, INC.
810 WINDMILL LANE
EVANS, GA 30809

SOUTHERN BANK
2455 HIGHWAY 88
P.O. BOX 1587
HEPHZIBAH, GA 30815

Loan Number: [REDACTED] 00
Date: 08-30-2007
Maturity Date: 08-30-2008
Loan Amount: \$ 843,640.46
Renewal Dt:

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of EIGHT HUNDRED FORTY THREE THOUSAND SIX HUNDRED FORTY AND 46/100 Dollars \$ 843,640.46

Single Advance: I will receive all of this principal sum on _____ No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 08-30-2007 I will receive the amount of \$ 843,640.46 and future principal advances are contemplated.

Conditions: The conditions for future advances are CUSTOMER MAY BORROW UP TO THE MAXIMUM AMOUNT MORE THAN ONCE IF ACCRUED INTEREST IS PAID QUARTERLY AND 10% PRINCIPAL REDUCTION ANNUALLY AS AGREED UPON BY BANK AND BORROWER

Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on 083008

Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from 08-30-2007 at the rate of _____ 8.750 per year until 08-30-2008

Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be _____ the following index rate:

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as _____ A change in the interest rate will take effect _____

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % of base rate. The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to 16.00%

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 7.500% OF THE LATE AMOUNT WITH A MIN OF \$10.00 AND A MAX OF \$100.00

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: LOAN FEE \$175.00, DEED MODIFICATION \$10.00

PAYMENTS: I agree to pay this note as follows:

ON DEMAND, BUT IF NO DEMAND IS MADE THEN QUARTERLY PAYMENTS OF ACCRUED INTEREST CALCULATED ON THE AMOUNT OF CREDIT OUTSTANDING BEGINNING ON 11/30/2007 AND PRINCIPAL DUE ON 08-30-2008.

PURPOSE: The purpose of this loan is RENEWED LINE OF CREDIT

ADDITIONAL TERMS:

500 SHARES OF SPORTSMAN'S LINK, INC. CERTIFICATE #1, 2, & 3; F/S COVERING ALL FURNITURE, FIXTURES, AND INVENTORY NOW AND HEREAFTER ACQUIRED, LOCATED AT DEBTORS PLACE OF BUSINESS, 596 BOBBY JONES EXPRESSWAY, AUGUSTA, GA. UCC3 AMENDMENT TO COLLATERAL DTD 091806; ASSIGNMENT OF PROTECTIVE LIFE INSURANCE IN THE AMOUNT OF \$250,000.00 POLICY # PLO507289; ALSO DEED TO SECURE DEBT ALL THAT LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF RICHMOND AND CITY OF AUGUSTA, BEING KNOWN AND DESIGNATED AS LOT 3, PARCEL A OF BODDALE LANDING PHASE 1, AS SHOWN UPON A PLAT PREPARED BY JAMES G SWIFT & ASSOCIATES DATED 041787 FOR A MORE COMPLETE DESCRIPTION SEE DEED DATED 062801; BOOK 00738 PAGES 2048-2059; ALSO GUARANTEE OF SOHAIL ABDULLA ASSIGNMENT OF RENTS DATED 072709; JEWELRY HELD IN THE VAULT AT SOUTHERN BANK SEE EXHIBIT "B" FOR MORE COMPLETE DESCRIPTION; ALSO SEE ATTACHED THIRD PARTY AGREEMENT EXHIBIT "C"

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own... have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property.

- Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned.
Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools.
Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.
Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their products, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
Specific Property Description: The Property includes, but is not limited by, the following:

500 SHARES OF SPORTSMAN'S LINK, INC. CERTIFICATE #1, 2, & 3; F/S COVERING ALL FURNITURE, FIXTURES, AND INVENTORY NOW AND HEREAFTER ACQUIRED, LOCATED AT DEBTORS PLACE OF BUSINESS, 596 BOBBY JONES EXPRESSWAY, AUGUSTA, GA; UCC3-AMENDMENT TO COLLATERIAL DATED 09-18-06; ASSIGNMENT OF PROTECTIVE LIFE INSURANCE IN THE AMOUNT OF \$250,000.00 POLICY # PL0507289; ALSO DEED TO SECURE DEBT ALL THAT LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF RICHMOND AND CITY OF AUGUSTA, BEING KNOWN AND DESIGNATED AS LOT 3, PARCEL A OF GOODALE LANDING PHASE 1, AS SHOWN UPON A PLAT PREPARED BY JAMES G SWIFT & ASSOCIATES DATED 041787 FOR A MORE COMPLETE DEED (if applicable, enter real estate description and record owner information: 500 SHARES OF SPORTSMAN'S LINK, INC. CERTIFICATE #1, 2, & 3; F/S COVERING ALL FURNITURE, FIXTURES, AND INVENTORY NOW AND HEREAFTER ACQUIRED, LOCATED AT DEBTORS PLACE OF BUSINESS, 596 BOBBY JONES EXPRESSWAY, AUGUSTA, GA; UCC3-AMENDMENT TO COLLATERIAL DTD 091806; ASSIGNMENT OF PROTECTIVE LIFE INSURANCE IN THE AMOUNT OF \$250,000.00 POLICY # PL0507289; ALSO DEED TO SECURE DEBT

The Property will be used for a [] personal [X] business [] agricultural [] purpose
Borrower/Owner State of organization/registration (if applicable) GA

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debts I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend and support any claim that your claim to the Property is based on the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

I will not perform any of my duties under this security agreement, or any mortgage deed of trust, deed or other security interest, you may require me to perform the duties or cause them to be performed and I will not be liable for one debt not being an obligation to perform and

your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance for fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers,

ELECTRONICALLY FILED - 2018 Feb 02 11:23 AM - AIKEN COMMON PLEAS - CASE#201709200989

commission merchants and selling agents. The meanings given to them in the Federal Food Security Act of 1935.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "IX" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Georgia will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

- "Right to receive money from you" means: (1) any deposit account balance I have with you; (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my

interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit E.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all money you are owed by this note (principal, accrued unpaid interest and other accrued unpaid charges); (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein; (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy; (4) You may refuse to make advances to me or allow purchases of credit by me; (5) You may use any remedy you have under state or federal law; (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later that event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I will agree to pay attorney's fees of 15 percent of the principal and interest then owed, plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things if you require you to:

- (1) demand payment of amounts due (presentment); (2) obtain official certification of nonpayment (protest); (3) give notice that amounts due have not been paid (notice of dishonor); or (4) give me notice prior to seizure of my personal property when you are seeking to foreclose a secured interest in any of my personal property used to secure a commercial transaction.

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note, in all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary to warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

SIGNATURES AND SEALS: IN WITNESS WHEREOF, I HAVE SIGNED MY NAME AND AFFIXED MY SEAL ON THIS 00TH DAY OF AUGUST, 2007. BY DOING SO, I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1 AND 2). I HAVE RECEIVED A COPY ON TODAY'S DATE:

SPORTSMAN'S LINK, INC. (SEAL)
Sohail M. Abdulla, Pres (SEAL)
SOHAIL ABDULLA, PRESIDENT (SEAL)

SIGNATURE FOR LENDER: RALPH E. DICKEY, PRESIDENT

DEBTOR NAME AND ADDRESS	LESSOR	SECURED PARTY NAME AND ADDRESS
SPORTSMAN'S LINK, INC. 910 WINDMILL LANE EVANS, GA 30809		SOUTHERN BANK 2465 HIGHWAY 88 P.O. BOX 1587 HEPHZIBAH, GA 30815

Type: individual partnership corporation _____
 State of organization/registration (if applicable) GA
 If checked, refer to addendum for additional Debtors and signatories.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is 08-30-2007.
SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment or performance of the following described Secured Debts that (check one) Debtor _____ (Borrower) owes to Secured Party

Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):
 LOAN DTD 083007 PRINCIPAL AMOUNT \$843,455.46, MATURING 083008.

All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

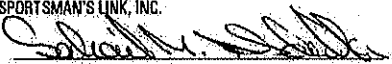
PROPERTY DESCRIPTION. The Property is described as follows:

- Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments by kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

500 SHARES OF SPORTSMAN'S LINK, INC. CERTIFICATE #1, 2, & 3; FJS COVERING ALL FURNITURE, FIXTURES, AND INVENTORY NOW AND HEREAFTER ACQUIRED LOCATED AT DEBTORS PLACE OF BUSINESS, 596 BOBBY JONES EXPRESSWAY, AUGUSTA, GA; ASSIGNMENT OF PROTECTIVE LIFE INSURANCE IN THE AMOUNT OF \$250,000.00 POLICY # PLO507289; ALSO DEED TO SECURE DEBT ALL THAT LOT OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF RICHMOND AND CITY OF AUGUSTA, BEING KNOWN AND DESIGNATED AS LOT 3, PARCEL A OF GODDARD LANDING PHASE 1, AS SHOWN UPON A PLAT PREPARED BY JAMES G SWIFT & ASSOCIATES DATED 041787 FOR A MORE COMPLETE DESCRIPTION SEE DEED DATED 062901, BOOK 00738 PAGES 2048-2059; ALSO GUARANTEE OF SOHAIL ABDULLA ASSIGNMENT OF RENTS DATED 072706; JEWELRY HELD IN THE VAULT AT SOUTHERN BANK SEE EXHIBIT "B" FOR MORE COMPLETE DESCRIPTION; ALSO SEE ATTACHED THIRD PARTY AGREEMENT EXHIBIT "C"

USE OF PROPERTY. The Property will be used for personal business agricultural _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR	SECURED PARTY
SPORTSMAN'S LINK, INC.  SOHAIL ABDULLA PRESIDENT	SOUTHERN BANK _____ RALPH E. DICKEY PRESIDENT

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness; or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. The Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

ELECTRONICALLY FILED - 2018 Feb 02 11:23 AM - AIKEN - COMMON PLEAS - CASE#2017CP0200283

GUARANTY

HEPHZIBAH
(City)

GEORGIA
(State)

AUGUST 30, 2007

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce SOUTHERN BANK (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of SPORTSMAN'S LINK, INC.

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): ALL

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmaturred. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned, a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmaturred, shall be immediately due and payable without demand or notice thereof.


4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ UNLIMITED (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated _____ secured by ASSIGN ON LIFE INSURANCE; 500 SHARES OF STOCK; DEED TO SECURE DEBT DTD 082901

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.


SOHAIL ABDULLA

Undersigned shall refer to all persons who sign this guaranty, severally and jointly

ELECTRONICALLY FILED - 2018 Feb 02 11:23 AM - AIKEN - COMMON PLEAS - CASE#2017CP0200283

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations, which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that could violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned goods. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will be in default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amount Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on a non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT "E"

Item No. 1 Description: Lds. Yellow gold & Diamond Fashion Ring, set with
 One (1) Round Brilliant Cut Diamond,
 Measurements: 8.3 x 5.2mm (approximate),
 Wt: 2.20 cts (estimated by formula),
 Girdle: Very Thin to Thin & Frosted,
 Culet: Small,
 Proportions: Good, Symmetry: Good, Polish: Good,
 Clarity: Very Very Slightly Included (GIA-VVS1),
 Color: Near Colorless (GIA-J)(graded in mounting),
 Twenty (20) Round Brilliant Cut Diamonds,
 Diameter: 1.8mm (approximate),
 Wt: .02cts ea (estimated by formula),
 Ten (10) Tapered ~~5~~ Rectangular Baguette Cut Diamonds,
 Measurements: 3.5 x 2.0mm (approximate),
 Wt: .08cts ea (estimated by formula),
 Clarity: Slightly Included (GIA-SI1),
 Color: Near Colorless (GIA-J)(graded in mounting),
 Total Diamond Wt: 3.40 cts (estimated),
 Mounting: Yellow Gold, Multiple Stone Fashion with 4-Prong Center,
 Stamped "14K," in Good Condition.
 Wt: 6.8gm.

Item No. 1 Description: Lds. Yellow Gold & Diamond Engagement Ring, set with
 One (1) Pear Shape Diamond,
 Measurements: 8.2 x 4.9 x 3.3mm (approximate),
 Wt: .80 cts (estimated by formula),
 Girdle: Very Thin to Medium & Faceted,
 Culet: Small,
 Proportions: Good, Symmetry: Good, Polish: Good,
 Clarity: Very Slightly Included (GIA-VS1),
 Color: Near Colorless (GIA-I)(graded in mounting),
 Fluorescence: Blue,
 Mounting: Six (6) Prong White Gold Pear Shape Head with Yellow Gold
 Half Round Shank, Stamped "14K," in Good Condition.

18kt yellow gold ring, 20 tapered baguettes app.
 60 pts. good quality SI2, 12 round brilliant app.
 weight 40 pts. good quality SI2
 replacement value \$2600.00

Diamond is 9.1 x 9.1 x 5.1mm weight is 2.71 cts.
 cut is good symmetry is good
 polish is good
 color L
 clarity VVS1

Bar Pin
 Platinum
 tw - 1.44
 2 center stones .52pts each
 color - G
 clarity - 1-SI1 2-SI 2
 3 stones are old melee mine cut .07 each
 Color - G
 clarity - SI 2
 1 stone replacement later date .07
 Color - F
 clarity - SI2
 4 - .03pt
 clarity SI2
 color - G
 old cut, same style
 age estimate to early 20th century
 case appears to be original
 age of piece greatly enhances value.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

SOHAIL ABDULLA,)
)
Plaintiff,)
)
vs.)
)
SOUTHERN BANK,)
)
Defendant,)

COURT OF COMMON PLEAS
IN THE SECOND JUDICIAL CIRCUIT

CASE No: 2017-CP-02-00283

**DEFENDANT'S RESPONSE TO
PLAINTIFF'S FIRST
INTERROGATORIES AND REQUESTS
FOR PRODUCTION**

NOW COMES Defendant, SOUTHERN BANK, and files this Response to Plaintiff's First Interrogatories and Requests for Production, and respectfully shows as follows:

1. Interrogatory #1 Answer Ralph E. Dickey, President
Sandra Hamilton, Loan Processor
Kerry S. Conner, Loan Processor
Ron Smith, Executive Vice President

There are no written or recorded statements taken from any of these individuals.

2. Interrogatory #2 Answer
--Vault Log-this relates to the Collateral Box located in the vault at the main branch of Southern Bank in Waynesboro, GA.
--Descriptions of Items in the Vault as signed by Plaintiff, Sohail Abdulla. Currently marked as "Exhibit B" referencing three (3) rings and one (1) brooch
--Various stock certificates of Sportsman's Link, Inc.
3. Interrogatory #3 Answer: None
4. Interrogatory #4 Answer: None
5. Interrogatory #5 Answer: Sandra Hamilton (SH) and Kerry S. Conner (KSC) were former loan processors at Southern Bank, Waynesboro, GA. On March 9, 2004, Sandra Hamilton and Kerry Conner opened the vault and released to Sohail Abdulla three (3) rings and one (1) brooch, as so noted in the Vault Log which is attached hereto. The

brooch and three rings were originally placed in the vault on May 29, 1997. The Log indicates the property was released (REL) on "3/9/04". Next to this date are the initials "SH" and "KSC". Ralph Dickey, President, is familiar with all the loan transactions involving Sohail Abdulla and Sportsman's Link, Inc. Ron Smith, Executive Vice President, is also familiar with all loan transactions, collateral, etc. involving Sohail Abdulla, individually, and Sportman's Link, Inc. All of these individuals will testify that they have no knowledge of the whereabouts of the jewelry/collateral that was removed from the box on March 9, 2004, except to confirm that it was released directly to the Plaintiff as so noted on the Vault Log.

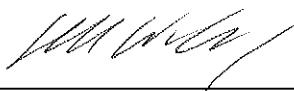
6. Interrogatory #6 Answer: None
7. Interrogatory #7 Answer: Defendant is not aware of any such conversations. Defendant would show that when Sportsman's Link, Inc. filed Chapter 11 Bankruptcy on March 13, 2007, the bank officer in charge, Ralph E. Dickey, President, was not aware or had no recollection of the fact of collateral in question had been removed by Plaintiff on March 9, 2004.
8. Interrogatory #8 Answer: As set forth in Defendant's Answer, Southern Bank held a first secured interest in all collateral of Sportsman's Link, Inc., as well as numerous vehicles and other items personally owned by Plaintiff, Sohail Abdulla and/or his wife, including jewelry listed on the loan as held in the bank vault. When Plaintiff's Chapter 11 case was subsequently converted to a Chapter 7 Proceeding, all assets of the corporation and Plaintiff, individually, were liquidated. Upon liquidation of all collateral, Southern Bank is still owed approximately **\$363,000.00** by Plaintiff, Sohail Abdulla, individually, pursuant to his Personal Guaranty executed in favor of Southern Bank. If Southern Bank had knowledge of the whereabouts of the jewelry or in fact had taken the jewelry, it would have had the legal right to do so under the underlying Promissory Note and Security Agreement and Personal Guaranty that was in place by and between the parties. Further, if the collateral had been repossessed and sold, then the proceeds from said sale would have been applied to the outstanding balance owed by Plaintiff.

RESPONSE TO REQUESTS FOR PRODUCTION OF DOCUMENTS

1. See attached.
2. None that Defendant is aware of.
3. See attached Vault Log referencing release of collateral on March 9, 2004. See also Promissory Note, Commercial Security Agreement, Personal Guaranty, etc. as signed by Plaintiff, individually, and on behalf of Sportsman’s Link, Inc., including “jewelry held in the vault at Southern Bank” – see “Exhibit B” for a more complete description. All of these loan documents were signed by Plaintiff, Sohail Abdulla, both individually, and a President of Sportsman’s Link, Inc., including any renewals thereof.
4. See #3 above.
5. Defendant is not aware of any such statements.
6. a) Vault Ledger Log b) Promissory Note dated July 27, 2006 with Commercial Security Agreement and Personal Guaranty of Sohail Abdulla with Exhibit B c) Renewal Promissory Note dated August 30, 2007 with Exhibit B d) any and all Docket entries involving Sportsman’s Link, Inc., Bankruptcy Case No. 07-10454, U.S. Bankruptcy Court, Southern District of Georgia, Augusta Division.
7. None
8. None

Defendant, Southern Bank, reserves the right to supplement and amend Responses to Interrogatories and Requests for Production of Documents at any time up until trial.

This 13 day of July, 2017.



MARK L. WILHELMI
Attorney for Defendant, Southern Bank

3527 Wheeler Road, Suite 401
Augusta, GA 30909
706-868-9646

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A:2017-CP-02-00283
SOHAIL ABDULLA,)	
)	
PLAINTIFF,)	
)	
VS.	)	ORDER DENYING MOTION TO DISMISS
)	
SOUTHERN BANK,)	
)	
DEFENDANT.)	
_____)	

Defendant made a motion to dismiss based on lack of personal jurisdiction. A hearing was held on April 2, 2018 in Bamberg, South Carolina at which all parties appeared and presented arguments through counsel. After a thorough review of the written submissions of the parties, the arguments of the parties, and the applicable law, Defendant’s motion is DENIED.

Factual Background

Plaintiff has been a citizen and resident of South Carolina since 2010. In 2007, Defendant filed a proof of claim in the Chapter 11 Bankruptcy of Plaintiff’s business. In that proof of claim, Defendant asserted under oath that it held certain jewelry and other valuables owned by Plaintiff in its vault as collateral on the business loan. Defendant never amended that claim to indicate that Plaintiff took or was in possession of the items it originally claimed it held in the vault.

In 2010, while a citizen of South Carolina, Plaintiff requested all documents related to his property, loans, and personal guarantees be provided by Defendant. Defendant provided no information about the personal items it claimed it held in the vault.

In 2016, Plaintiff again requested an accounting of the items in the vault. It was at this point, for the first time, that Defendant claimed the items were “removed” from the vault in 2004. Plaintiff subsequently filed this lawsuit on February 8, 2017. While Defendant did claim that this

Court lacked personal jurisdiction over it in its Answer, Defendant filed a counterclaim in this Court, engaged in written discovery, deposed Plaintiff, and waited approximately one year before seeking dismissal based on lack of jurisdiction.

Standard of Review

The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. *Engineered Prods. v. Cleveland Crane & Eng'g*, 262 S.C. 1, 201 S.E.2d 921 (1974). The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law. *Engineered Prods.*, 262 S.C. at 4, 201 S.E.2d at 922; *see also Hammond v. Cummins Engine Co.*, 287 S.C. 200, 336 S.E.2d 867 (1985) (stating that this Court is bound by Circuit Court's finding that nonresident defendant is subject to its jurisdiction absent determination that Circuit Court's ruling is without evidentiary support or controlled by error of law); *Industrial Equip. Co. v. Frank G. Hough Co.*, 218 S.C. 169, 173, 61 S.E.2d 884, 885 (1950) ("This Court has adhered to the rule that a finding by the Circuit Court as to jurisdiction or lack of jurisdiction will not be disturbed on appeal unless wholly unsupported by the evidence or manifestly influenced or controlled by error of law.").

It is well-settled that the party seeking to invoke personal jurisdiction over a non-resident defendant via our long-arm statute bears the burden of proving the existence of personal jurisdiction. *Southern Plastics Co. v. Southern Commerce Bank*, 310 S.C. 256, 423 S.E.2d 128 (1992); *Aviation Assocs. & Consultants, Inc. v. Jet Time, Inc.*, 303 S.C. 502, 402 S.E.2d 177 (1991); *South Carolina Dep't of Soc. Servs. v. Basnight*, 346 S.C. 241, 551 S.E.2d 274 (Ct. App. 2001). At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits. *Mid-State Distribs., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993); *White v. Stephens*, 300 S.C.

241, 387 S.E.2d 260 (1990); *International Mariculture Res. v. Grant*, 336 S.C. 434, 520 S.E.2d 160 (Ct. App. 1999).

Arguments

Defendant certified, under oath, that it still held Plaintiff's valuables in its vault on September 20, 2011. Plaintiff argues that Defendant cannot change its story now that it is convenient to do so and cites to the South Carolina law relating to the doctrine of equitable estoppel from now claiming that the contents of the vault were taken prior to the bankruptcy proceedings. *See Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997) ("When a party has formally asserted a certain version of the facts in litigation, he cannot later change those facts when the initial version no longer suits him.") The doctrine precludes a party from adopting a position in conflict with one previously taken in the same or related litigation. *Quinn v. Sharon Corp.*, 343 S.C. 411, 540 S.E.2d 474 (Ct. App. 2000).

This Court does not have to reach this issue. The evidence in the record makes it clear that there is a material issue of fact pertaining to the time when the items in the vault were removed. For purposes of determining whether a prima facie case has been made to establish jurisdiction, this Court finds that the assertion to the Bankruptcy court establishes a prima facie case that the items in the vault were still present at the time Plaintiff established his residency in South Carolina.

Under South Carolina's long-arm statute, "[a] court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's . . . commission of a tortious act in whole or in part in this State." S.C. Code Ann. § 36-2-803(1)(c) (1976). "The commission of a 'tortious act in whole or in part in this State' applies to in-state injuries resulting from out-of-state acts or omissions." *Parker v. Williams & Madjanik, Inc.*, 270 S.C. 570, 243 S.E.2d 451 (1978). In this case, the tort complained of by Plaintiff (conversion)

could have occurred while Plaintiff was a citizen of South Carolina. The evidence before the Court is sufficient to meet the burden of establishing a prima facie case that the alleged conversion occurred while Plaintiff was a South Carolina resident. If so, the injury resulted in this State, even though the act of conversion occurred in Georgia. Therefore, Defendant is subject to the jurisdiction of this Court under the long arm statute.

Regardless of whether personal jurisdiction exists over Defendant in this case, this Court finds that Defendant waived any defense based on lack of *in personam* jurisdiction. The controlling case is *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). The Court in *Maybank* held that a *Rule 12(h)(1), SCRCP*, defense must be acted upon in a timely manner to be preserved. "A delay in challenging personal jurisdiction by motion to dismiss may result in waiver, even where the defense was asserted in a timely answer. ... *Rule 12(h), FRCP*, sets only the outer limits of waiver; it does not preclude waiver by implication." *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). In *Maybank*, the defendant raised the defense of lack of jurisdiction in its Answer, but failed to make a motion to dismiss until one month before trial. In addition, the defendant engaged in written discovery during the pendency of the action. Based on these facts, the Court found the defendant waived its defense based on lack of *in personam* jurisdiction.

The facts in this case are nearly identical to those in *Maybank*. On January 19, 2018, the parties received notice that this matter was scheduled for trial during the week of February 26, 2018. Defendant made this motion to dismiss two weeks *after* that notice, little more than three weeks before it was scheduled for trial. Also in this case, Defendant engaged in written discovery and took the deposition of Plaintiff. The law is clear that any defense based on lack of personal jurisdiction was waived under the law established in *Maybank*, and the motion must be denied.

THEREFORE, the motion to dismiss is denied.

Judge Maite Murphy

_____, South Carolina

_____, 2018

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A:2017-CP-02-00283
SOHAIL ABDULLA,)	
)	
PLAINTIFF,)	
)	
VS.	)	RESPONSE TO MOTION TO DISMISS
)	
SOUTHERN BANK,)	
)	
DEFENDANT.)	
_____)	

COMES NOW, PLAINTIFF, by and through his undersigned attorney, and responds to Defendant's motion to dismiss:

Defendant moves this Court to dismiss this matter based on a claim that there is no personal jurisdiction over Defendant. However, this Court does have jurisdiction over Defendant pursuant to South Carolina's Long Arm Statute. More importantly, even if this Court did not have personal jurisdiction over Defendant, any defense based on such was waived by Defendant.

Factual Background

Plaintiff has been a citizen and resident of South Carolina since 2010. In 2007, Defendant filed a proof of claim in the Chapter 11 Bankruptcy of Plaintiff's business. In that proof of claim, Defendant asserted under oath that it held certain jewelry and other valuables owned by Plaintiff in its vault as collateral on the business loan. On September 20, 2011, Defendant filed an Amended Claim in the same bankruptcy, also under oath, declaring that it still held the same items belonging to Plaintiff in its vault. Neither of these claims were ever amended.

In 2010, while a citizen of South Carolina, Plaintiff requested all documents related to his property, loans, and personal guarantees be provided by Defendant. Defendant provided no information about the personal items it claimed it held in the vault.

In 2016, Plaintiff again requested an accounting of the items in the vault. It was at this point, for the first time, that Defendant claimed the items were “removed” from the vault in 2004. Plaintiff subsequently filed this lawsuit on February 8, 2017. While Defendant did claim that this Court lacked personal jurisdiction over it in its Answer, Defendant filed a counterclaim in this Court, engaged in written discovery, deposed Plaintiff, and waited approximately one year before seeking dismissal based on lack of jurisdiction.

Arguments

DEFENDANT IS BARRED FROM MAKING ANY CLAIM THAT THE JEWELRY WAS REMOVED FROM ITS VAULT PRIOR TO SEPTEMBER 20, 2011

Defendant certified, under oath, that it still held Plaintiff’s valuables in its vault on September 20, 2011. Defendant cannot change its story now that it is convenient to do so. Under South Carolina law, Defendant is barred by the doctrine of equitable estoppel from now claiming that the contents of the vault were taken prior to the bankruptcy proceedings. *See Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997)(“When a party has formally asserted a certain version of the facts in litigation, he cannot later change those facts when the initial version no longer suits him.”) The doctrine precludes a party from adopting a position in conflict with one previously taken in the same or related litigation. *Quinn v. Sharon Corp.*, 343 S.C. 411, 540 S.E.2d 474(Ct. App. 2000). Therefore, Defendant is bound by its assertion in bankruptcy court that it still held the valuables in its vault as of September 20, 2011.

THIS COURT HAS JURISDICTION OVER DEFENDANT AS IT COMMITTED A TORT AGAINST A SOUTH CAROLINA CITIZEN, MAKING IT SUBJECT TO JURISDICTION UNDER THE LONG ARM STATUTE

Under South Carolina's long-arm statute, "[a] court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's . . . commission of a tortious act in whole or in part in this State." S.C. Code Ann. § 36-2-803(1)(c) (1976). "The commission of a 'tortious act in whole or in part in this State' applies to in-state injuries resulting from out-of-state acts or omissions." *Parker v. Williams & Madjanik, Inc.*, 270 S.C. 570, 243 S.E.2d 451(1978). In this case, the tort complained of by Plaintiff (conversion) occurred while Plaintiff was a citizen of South Carolina. The injury resulted in this State, even though the act of conversion occurred in Georgia. Therefore, Defendant is subject to the jurisdiction of this Court.

ANY DEFENSE BASED ON LACK OF INPERSONAM JURISDICTION HAS BEEN WAIVED

Under South Carolina law, Defendant has waived any defense based on lack of *in personam* jurisdiction. The controlling case is *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). The Court in *Maybank* held that a *Rule 12(h)(1), SCRC*P, defense must be acted upon in a timely manner to be preserved. "A delay in challenging personal jurisdiction by motion to dismiss may result in waiver, even where the defense was asserted in a timely answer. . . . *Rule 12(h), FRCP*, sets only the outer limits of waiver; it does not preclude waiver by implication." *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). In *Maybank*, the defendant raised the defense of lack of jurisdiction in its Answer, but failed to make a motion to dismiss until one month before trial. In addition, the defendant engaged in written discovery during the pendency of the action. Based on these facts, the Court found the defendant waived its defense based on lack of *in personam* jurisdiction.

The facts in this case are nearly identical to those in *Maybank*. On January 19, 2018, the parties received notice that this matter was scheduled for trial during the week of February 26, 2018. Defendant made this motion to dismiss two weeks *after* that notice, little more than three weeks before it was scheduled for trial. Also in this case, Defendant engaged in written discovery and took the deposition of Plaintiff. The law is clear that any defense based on lack of personal jurisdiction was waived under the law established in *Maybank*, and the motion must be denied.

Columbia, South Carolina
March 28, 2018

s/Tucker S. Player
S.C. Bar No. 16217
Player Law Firm, LLC
1415 Broad River Road
Columbia, SC 29210
(803) 772-8008
Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A:2017-CP-02-00283
SOHAIL ABDULLA,)	
)	
PLAINTIFF,)	
)	
VS.	)	MOTION TO RECONSIDER
)	
SOUTHERN BANK,)	
)	
DEFENDANT.)	
_____)	

Defendant made a motion to dismiss based on a single legal theory, i.e. lack of personal jurisdiction. A hearing was held on April 2, 2018 in Bamberg, South Carolina at which all parties appeared and presented arguments through counsel. This Court eventually issued an Order granting Defendant’s motion and dismissed this case. That Order contained numerous errors of law and fact and must be vacated. Plaintiff makes this motion pursuant to Rule 59, SCRPC.

ERRORS

This Court’s Order makes numerous findings of fact and law that are completely unsupported, if not directly contradicted, by the record in this case and the public record in federal court. The following is a list of the inaccuracies:

1. The Court’s Order claims that the last time business was conducted between the parties was in 2007. This is false. Another note was signed and dated 8-25-2008 for \$110,000.00 and is attached hereto as **Exhibit A**. More importantly, Defendant did not receive the last payment on the debt arising from the business relationship until **8-24-2015**. **Exhibit B**. If this payment was not related to the banking relationship between the parties, those funds should be immediately transferred to Plaintiff;

2. Plaintiff has never argued that Defendant’s filing of an unsecured Amended Proof of Claim on September 20, 2011 was a tortious act which conferred long arm jurisdiction over Defendant. Such an allegation does not exist in any pleading, motion, or other filing

with this Court. The only tortious claim alleged is the unlawful removal of the contents of the collateral vault. The claim of long arm jurisdiction arises from the fact that it is unknown when or how the contents were removed. Plaintiff requested information on the contents for years, and was only told in 2016 that the contents were no longer in the vault. Plaintiff still believes that the contents were removed after he resided in South Carolina. Therefore, the tortious act occurred while he was a citizen of this state and long-arm jurisdiction is appropriate;

3. Plaintiff did not file for Chapter 7 Bankruptcy in 2007. The Chapter 11 bankruptcy for Sportsman's Link, Inc. was involuntarily converted to Chapter 8 in 2008. Plaintiff has NEVER filed for bankruptcy;
4. A loan does not cease to exist upon the filing of a Chapter 7 Bankruptcy and it certainly does not unsecure a lien on collateral. Loans are discharged at the end of a successful bankruptcy under Chapter 7, not upon the filing of a petition.
5. Defendant submitted an affidavit of Ralph Dickey which does not address the items in the collateral vault in any way. Defendant's only "evidence" presented to support its claim that the items were removed in 2004 is an unverified bank ledger with no signatures from ANYONE. Despite the claim of Defendant that the ledger shows evidence of two employees allowing the removal of collateral, there are no names of these employees and no description of anything removed from the vault. This does not constitute valid evidence before the Court and must be disregarded for purposes of the motion.
6. Plaintiff's Affidavit specifically states that he first requested information on the contents of the vault in 2010, **not 2016**. He did request information again in 2016, but this was not the "first time" as stated in the Order. 2016 was the first time Defendant revealed that the contents of the vault had been removed and not sold in the bankruptcy auction. This was the first notice that the contents were not sold in the bankruptcy auction. This was the first notice that a conversion of the contents took place.
7. Southern Bank did have contact with Plaintiff in South Carolina during their banking relationship. Plaintiff's Affidavit clearly alleged such contact. More importantly, Defendant never provided any documentation or other evidence that Plaintiff received any items from the vault or was notified of the end of the bank relationship at any time before 2016. The Order
8. This Court claims that Plaintiff did not reside in South Carolina during the applicable time period without providing any explanation or support for what the "applicable time period" is or how there was no contact during that period.
9. The Court raises the question of laches and statute of limitations despite the fact that Defendant did not raise these issues in its motion and they were not before this Court to consider.

10. This Court found that Defendant's Amended unsecured claim, under oath, acknowledges that no collateral of any kind was in existence. While a literal reading of that proof of claim may comport with such an interpretation, such a literal reading conclusively proves that Defendant committed perjury. Reading the proof of claim in a literal manner would mean that Defendant pledged under oath that the amount of their claim "as of date case filed" was only \$265,962.86. If this is true, then the auction performed by the Trustee (which occurred after the case was converted to Chapter 7) and yielded a payment of nearly \$600,000.00 to Defendant was procured by fraud. A more forgiving reading of this Proof of Claim is that it was intended to reflect the remaining balance of the secured claim after all collateral was sold at auction. Under this forgiving reading, Plaintiff assumed the collateral in the vault was sold with the other collateral. His requests for the disposition of that collateral was to determine its sales price and how it was applied to the outstanding debt. Defendant withheld this information until 2016 and has yet to provide any admissible evidence to support its story of a removal in 2004. In summary, Defendant cannot now point to this proof of claim and declare it was direct notice that the vault contents were removed prior to the bankruptcy.
11. The claim that "it is clear from the evidence presented that Plaintiff's underlying theory of long arm jurisdiction was lacking in the original Complaint, and further, was not rectified by any subsequent Affidavit of the Plaintiff" is without any support anywhere in the record. The theory of jurisdiction was clearly laid out in the Complaint and further supported by the Affidavit of Plaintiff. More importantly, if the jurisdictional arguments were so devoid of merit, why did it take Defendant a year to file a motion?
12. This Court properly rules that "[a]t the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a *prima facie* showing of jurisdiction either in the complaint or in affidavits. *Mid-State Distribs., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993); *White v. Stephens*, 300 S.C. 241, 387 S.E.2d 260 (1990); *International Mariculture Res. v. Grant*, 336 S.C. 434, 520 S.E.2d 160 (Ct. App. 1999). However, this Court erred in finding that Plaintiff failed to establish a *prima facie* case for jurisdiction. Plaintiff's affidavit clearly establishes a *prima facie* case that Defendant committed a tort (conversion, negligence) while Plaintiff was a citizen and resident of South Carolina. He asked for all records pertaining to the collateral in 2010 and was given nothing. He asked again in 2016 and was told, for the first time, that the contents of the vault were removed prior to the bankruptcy. The only "proof" offered by Defendant is an unverified, unsigned, sheet of paper they claim indicates the items were removed. This does not and cannot nullify the *prima facie* case established by Plaintiff. Plaintiff denies he removed the items from the vault and Defendant claims that he did. A jury question exists as to how and when the items were removed, and that jury question prevents a dismissal of this matter pursuant to Rule 12, SCRPC.

The above-referenced errors require the Court to vacate its previous Order and deny the motion to dismiss under South Carolina law.

May 21, 2018

/s/Tucker S. Player

1415 Broad River Rd.
Columbia, South Carolina 29210
tucker@playerlawfirm.com
Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A: 2017-CP-02-00283
)	
SOHAIL ABDULLA,)	
)	
Plaintiff,)	
v.	)	DEFENDANT’S SUPPLEMENTAL
	)	RESPONSE TO PLAINTIFF’S
SOUTHERN BANK,	)	RESPONSE TO DEFENDANT’S
	)	MOTION TO DISMISS
)	
Defendant)	

NOW COMES Defendant, **SOUTHERN BANK**, by and through its undersigned attorney, and files this Supplemental Response to Plaintiff’s Response in Opposition to Defendant’s Motion to Dismiss for Lack of Personal Jurisdiction, and respectfully shows as follows:

Plaintiff’s Affidavit acknowledges he did not move to South Carolina until the year 2010. Plaintiff does not dispute that all loan transactions by and between Plaintiff and Defendant occurred within the State of Georgia at all times prior to Plaintiff moving to the State of South Carolina.

Plaintiff now alleges by way of Response and Affidavit that an Amended unsecured Proof of Claim filed by Plaintiff, Southern Bank, in the United States Bankruptcy Court, Southern District of Georgia, Augusta Division, Case No. 07-10454, dated September 20, 2011, (See attached Exhibit “A”), confers jurisdiction over Plaintiff in the State of South Carolina. Plaintiff alleges Defendant filed this Proof of Claim under oath “declaring that it still held the same items belonging to Plaintiff in its vault”. This allegation, both in the Response and by way of Affidavit, is totally incorrect. By its own definition, an unsecured Proof of Claim signifies there is no collateral held as security for the underlying loan of a particular Creditor, in this case, Southern Bank. Plaintiff’s assertion that a tort was committed by filing an unsecured Proof of Claim in Bankruptcy Court somehow confers jurisdiction over Defendant in the State of South Carolina is totally without merit and contrary to the underlying intent of South Carolina Code Section 36-2-803.

Plaintiff further argues that Defendant waived any defense based upon lack of in personam jurisdiction because of its delay in filing the Motion to Dismiss. Defendant would show that it was at the behest of Plaintiff's counsel that Defendant's Motion to Dismiss was not filed sooner. Defendant would show in an email from Plaintiff's counsel, dated May 19, 2017, Plaintiff's counsel specifically requested from Defendant, "Can I just send you some general discovery requests to see your proof with regards to the removal of the jewelry? It may expedite the disposition of the case." After Defendant complied with Plaintiff's request to answer interrogatories and Notice to Produce, nothing further was heard from Plaintiff's counsel until a Notice to Take Deposition was received on November 16, 2017. Defendant responded to this request by again declaring there was no personal jurisdiction in the State of South Carolina and a Motion to Dismiss would be filed with the Court. A follow-up response from Plaintiff's counsel was given January 11, 2018 with a new request for deposition. After much discussion, it was agreed to allow the deposition of Mr. Ralph Dickey on March 15, 2018. In addition, the deposition of Sohail Abdulla was also taken for the purpose of determining residence during the course of his transactions with Southern Bank. As set forth in Plaintiff's Affidavit, Plaintiff confirmed that he did not move to South Carolina until the year 2010.

Defendant would show that it was not until Plaintiff's Response to Defendant's Motion to Dismiss that it finally understood the obscure legal argument Plaintiff is making to in order to confer Long Arm jurisdiction over Defendant. Plaintiff's attempt to confer jurisdiction because of an unsecured Proof of Claim filed in the United States Bankruptcy Court, Southern District of Georgia, Augusta Division, one to two (1-2) years after Plaintiff allegedly moved to the State of South Carolina, is certainly a most creative legal argument. That argument, in and of itself, is totally insufficient to confer jurisdiction over Defendant. More importantly, that assertion is made under the incorrect statement that "Defendant certified, under oath, that it still held Plaintiff's valuables in its vault on September 20, 2011". In effect, Plaintiff is defeated by his own illogical argument.

WHEREFORE, Defendant, SOUTHERN BANK, would respectfully request that said case be DISMISSED for lack of jurisdiction under the South Carolina Long Arm Statute as set forth in S.C. Code Annotated 36-2-803, as amended.

2017-CP-02-00283

FURTHER, Defendant represents that it will voluntarily dismiss its Counterclaim. Defendant has not in the past nor does it have any present intent to pursue any type of collection against Defendant if the case of Plaintiff is dismissed.

This 30th day of March, 2018.

/s/ Mark L. Wilhelmi

Mark L. Wilhelmi

SC State Bar Number 006103

Attorney for Southern Bank

3527 Wheeler Road, Suite 401
Augusta, Georgia 30909
Telephone: (706) 868-9646

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A: 2017-CP-02-00283
)	
SOHAIL ABDULLA,)	
)	
Plaintiff,)	
v.)	
	)	RESPONSE TO PLAINTIFF'S
SOUTHERN BANK,	)	MOTION TO RECONSIDER
)	
Defendant)	

NOW COMES Defendant, **SOUTHERN BANK**, and files this Response in Opposition to Plaintiff's Motion to Reconsider this Court's Order Dismissing Case, dated May 11, 2018, and respectfully shows as follows:

Plaintiff alleges the Court's Order of May 11, 2018 makes numerous findings of fact and law that are completely unsupported, if not directly contradicted, by the record in this case and in the public record in Federal Court. Unfortunately, Plaintiff continues to primarily contradict himself with respect to the allegations of this frivolous suit. Defendant shall address each of Plaintiff's allegations separately.

1. The Court's Order on the first page does recite the last loan transaction entered into by and between the parties was signed August 30, 2007. This was the date stated to the Court by Defendant's counsel. This was the date that Plaintiff and Defendant entered into a renewal Note for the Sportsman's Link, Inc. in the amount of \$843,640.46 during the same time that Sportsman's Link, Inc. was in Chapter 11 Bankruptcy, Case No. 07-10454, Southern District of Georgia, Augusta Division. Plaintiff is correct that there was in fact a subsequent Note signed by Plaintiff on July 25, 2008 (not August 25, 2008) in the amount of \$109,781.22. This loan pertained to three (3) automobiles and a two (2) small parcels of land located in Georgia. Defendant's counsel did not intend to mislead the Court. Nevertheless, this information is of no legal significance whatsoever taking into account Plaintiff's Affidavit where he admits, "I have been a citizen and resident of Aiken County, South Carolina since 2010."

Plaintiff goes on to state, “More importantly, Defendant did not receive last payment on the debt arising from the business relationship until August 24, 2015- Exhibit B.” Plaintiff is now grasping at straws. The 35 page **Exhibit B** that Plaintiff is referring to is the Chapter 7 Trustee’s Final Account and Distribution Report as relates to Sportsman’s Link, Inc. Southern Bank did receive a final disbursement from the Chapter 7 Trustee as related to its amended Claim No. 2 which was filed September 20, 2011. Again, this relates back to the Chapter 11 Bankruptcy filed by Sportsman’s Link, Inc., on March 13 2007 which was subsequently converted to a Chapter 7 Bankruptcy.

2. Plaintiff states that he has “never argued” that Defendant’s filing of an unsecured Amended Proof of Claim on September 20, 2011 was a tortious act which conferred long arm jurisdiction over Defendant. This argument is disingenuous and is totally refuted by the reading of Plaintiff’s Response to Motion to Dismiss. Plaintiff states, “Defendant certified, under oath, that it still held Plaintiff’s valuables on September 11, 2011. Defendant cannot change its story now that it is inconvenient to do so....” Plaintiff then argues that “the commission of a tortious act in whole or part in this State applies to in-state injuries resulting from out of state acts or omissions. In this case, the tort complained of by Plaintiff (conversion) occurred while Plaintiff was a citizen of South Carolina. The injury resulted in this State even though the act of conversion occurred in Georgia.” Plaintiff argued that because the Amended Proof of Claim (wrongfully characterized as secured) was filed on September 11, 2011 and because Plaintiff, as stated under oath, moved to South Carolina in 2010, then ipso facto, a tort had been committed against Plaintiff in 2011. Unfortunately for Plaintiff, he did not realize until after making this legal argument that the claim in fact was “unsecured”, acknowledging that Southern Bank held no collateral of Plaintiff or his corporation, Sportsman’s Link, Inc. Now that the argument has failed, Plaintiff is now arguing that he believes the contents of the vault were removed after he resided in South Carolina, even though this is contrary to the bank ledger which clearly shows the contents were removed March 9, 2004 as evidenced by two (2) bank employees.

3. Plaintiff, to the best of Defendant's knowledge and belief, has not filed bankruptcy. Plaintiff's corporation, Sportsman's Link, Inc., to which Plaintiff was sole shareholder and president, did file Chapter 11 Bankruptcy on March 13, 2007. That bankruptcy was subsequently converted to Chapter 7 (not Chapter 8) in 2008. Defendant questions what relevancy this issue has with respect to jurisdiction in the State of South Carolina.

4. Plaintiff states that "a loan does not cease to exist upon the filing of a Chapter 7 Bankruptcy and it certainly does not unsecure a lien on collateral." First of all, a corporation is not eligible for discharge under a Chapter 7 Bankruptcy proceeding. As for collateral held by Southern Bank, the loan does become unsecured after either the repossession, foreclosure, liquidation and/or release of the collateral secured by the underlying Note. Plaintiff is well aware that all collateral pledged as security for the underlying loan either to Plaintiff or his corporation, Sportsman's Link, Inc., was liquidated in the year 2008, approximately two (2) years before Plaintiff moved to South Carolina. The alleged stolen jewelry in the vault was not liquidated by Southern Bank, although Southern Bank had *held a secured interest in that collateral* which it could have used to offset loan loss. As set forth above, that jewelry was released to Plaintiff on or about March 9, 2004.

5. Plaintiff disputes the Affidavit of Ralph Dickey where Mr. Dickey references the Bank Ledger dated March 9, 2004 which was initialed by two (2) bank employees. Plaintiff states "this does not constitute valid evidence before the Court and must be disregarded for purposes of the motion." Plaintiff, however, has no evidence to the contrary showing that in fact this event did not occur. Again, Defendant questions what relevancy this has with respect to jurisdiction. Plaintiff moved to South Carolina sometime in the year 2010. The last transaction between Plaintiff and Defendant was 2008.... and the alleged missing jewelry was removed from the bank vault in 2004.

6. Plaintiff states, "Plaintiff's Affidavit specifically states that he first requested information on the contents of the vault in 2010, not 2016." A simple reading of Plaintiff's Affidavit, Paragraph 5, does not state that fact. To the contrary, Defendant would show it received a letter from Plaintiff's attorney dated January 12, 2016 which first mentions (among many other allegations) a request concerning jewelry held by the bank. The letter states, "in fact, Southern Bank never reported any proceeds from the sale of the jewelry it purported to hold (nor did it provide the notice to my client required if they did in fact sell the jewelry), nor did it have the jewelry appraised for application of the outstanding secured claim." As stated many times in this litigation, Southern Bank held a secured interest in the contents of the jewelry in the vault. Nevertheless, the jewelry was released to Plaintiff in 2004. Accordingly, Southern Bank did not report any proceeds from the sale of the jewelry since it, in fact, did not take or sell the jewelry. It is interesting that Plaintiff's Complaint never describes the alleged missing jewelry nor the value of the jewelry. Further, Paragraph 10 of Plaintiff's original Complaint states "In 2016, Plaintiff requested the release of the collateral held in Defendant's vault as *he no longer had any outstanding debts with Defendant.*" Plaintiff knows this statement about no outstanding debts to be false!

7. Plaintiff alleges that Southern Bank did have contact with Plaintiff in South Carolina during their banking relationship as so alleged in *Plaintiff's* Affidavit. Defendant would point to the Affidavit of Ralph Dickey, which was also given under oath. The mere allegation that Plaintiff corresponded with Southern Bank in Georgia after he moved to South Carolina certainly does not confer jurisdiction over Southern Bank in the State of South Carolina. Interestingly, Plaintiff used his attorney's address in Columbia, SC as the return address on his correspondence instead of his home address in Aiken, SC.

8. Plaintiff moved to South Carolina in 2010. The last Contract entered into by and between the parties was 2008. Plaintiff's company, Sportsman's Link, Inc., was liquidated in 2008. Defendant foreclosed on real property owned by Plaintiff in 2008. Plaintiff's jewelry was removed from the bank vault in 2004. I would suggest

to Plaintiff that the “applicable time period” would be the time during which Plaintiff and Defendant transacted and conducted banking business. The Court’s Order reads, “Additionally, Plaintiff did not reside in South Carolina during the applicable time period.” Simple logic would be that since Plaintiff admits he did not move to South Carolina until 2010, it clearly falls outside the applicable time period in which Plaintiff and Defendant, in fact, did business together in the State of Georgia.

9. Defendant’s copy of the Court’s Order dismissing the case for lack of jurisdiction has clearly *lined* through any reference to latches or statute of limitations. Accordingly, it does not appear the Court considered that in making its final decision, which begs the question why was that issue raised in the Motion for Reconsider.

10. Plaintiff’s convoluted theories and interpretation of bankruptcy law as set forth in Paragraph 10 have nothing to do with the Court’s ruling on the issue of long arm jurisdiction in South Carolina.

11. Plaintiff states “the theory of jurisdiction was clearly laid out in the Complaint and further supported by the Affidavit of Plaintiff.” This statement is totally contradicted by the actual Complaint itself and Plaintiff’s Affidavit. Specifically, the only sentence in the Complaint alleging jurisdiction is Paragraph 3-- “jurisdiction is proper pursuant to the South Carolina Long Arm Statute.” There is absolutely no other allegation in Plaintiff’s Complaint which even references jurisdiction under the South Carolina Long Arm Statute. As set forth in our previous Responses to the Court, and explained to the Court on record at our Motion to Dismiss hearing on April 2, 2018, it was not until Plaintiff filed his Response to Motion to Dismiss on March 29, 2018, three (3) days prior to the Motion to Dismiss hearing, that Plaintiff set forth his theory that jurisdiction was based upon an Amended Claim filed by Defendant in 2011, which was one (1) year after Plaintiff moved to State of South Carolina. More importantly, the entire theory of jurisdiction was based upon a totally incorrect theory that the Amended Proof of Claim somehow acknowledged that Defendant still held Plaintiff’s valuables in its vault. Both the Response and Plaintiff’s Affidavit state, under oath, “On September 20, 2011, Defendant filed an

Amended Claim in the same bankruptcy, also under oath, declaring that it still held the same items belonging to me in its vault. Neither of these claims were ever amended.” (Paragraph 4 of Plaintiff’s Affidavit). Now that Plaintiff acknowledges the claim was unsecured and that Southern Bank made no claim to holding any collateral of Plaintiff on September 20, 2011, Plaintiff is now trying to twist the story that jurisdiction is proper based upon an *alleged* tortious act which Plaintiff further alleges must have occurred *sometime after* Plaintiff moved to South Carolina in the year 2010 even though this is entirely contradictory to Defendant’s Affidavit and Bank Ledger showing the contents were removed in the year 2004.

12. Fortunately, Plaintiff still concurs that the burden of proof in proving personal jurisdiction is met by a *prima facie* showing of jurisdiction either in the Complaint or in the Affidavits. Without question, Plaintiff’s Complaint totally fails to show any *prima facie* showing as to why jurisdiction is proper under the Long Arm Statute other than reciting “jurisdiction is proper pursuant to the South Carolina Long Arm Statute.” Plaintiff then argues that Plaintiff’s Affidavit “clearly” establishes *prima facie* case that Defendant committed a tort while Plaintiff was a resident of South Carolina. Again, this is inaccurate due to the fact that Plaintiff’s theory of jurisdiction was based upon his misclassification of the Amended unsecured Proof of Claim filed by Defendant in 2011. Defendant has clearly presented evidence by way of Affidavit and Bank Ledger that the collateral in question was removed from the vault in the year 2004, some six (6) years prior to Plaintiff moving to South Carolina. Plaintiff concludes by stating “a jury question exists as to how and when the items were removed, and that jury question prevents a dismissal of this matter pursuant to Rule 12, SCRCP.” Apparently, Plaintiff wants the Court to ignore the fact that a) all transactions by and between Plaintiff and Defendant occurred in the State of Georgia, b) Plaintiff was a resident of State of Georgia at all times he transacted business with Southern Bank, and c) Plaintiff’s corporation, Sportsman’s Link, Inc., was a Georgia corporation that also transacted business with Southern Bank in the State of Georgia and also filed Chapter 11 Bankruptcy in the Southern District of Georgia, Augusta Division. Since the Plaintiff’s own Affidavit clearly establishes he did not move to South Carolina until 2010, one has to question why is it so important

for Plaintiff to try this case in South Carolina when he could have easily, without issue of jurisdiction, filed in the State of Georgia? Plaintiff might then have had his chance to have a jury trial where he could explain to a jury why it took him fourteen (14) years to allegedly realize he was missing jewelry from a vault, to which he cannot describe and cannot value, but was pledged to Southern Bank as collateral to secure a large loan to which Defendant ultimately took a substantial loss after Plaintiff's corporation's, Sportsman's Link, Inc, bankruptcy was converted to a Chapter 7 by the U.S. Bankruptcy Court at which time Plaintiff left the country and lived somewhere in a foreign country until his return to the United States and his relocation to South Carolina.

WHEREFORE, Defendant, SOUTHERN BANK, respectfully requests that Plaintiff's Motion to Reconsider and vacate this Court's previous Order of May 11, 2018 be denied.

This 21st day of May, 2018.

/s/ Mark L. Wilhelmi

Mark L. Wilhelmi

SC State Bar Number 006103

Attorney for Southern Bank

3527 Wheeler Road, Suite 401
Augusta, Georgia 30909
Telephone: (706) 868-9646

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	IN THE SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN)	
	)	C/A:2017-CP-02-00283
SOHAIL ABDULLA,)	
)	
PLAINTIFF,)	
)	
VS.	)	ORDER DENYING MOTION TO DISMISS
)	
SOUTHERN BANK,)	
)	
DEFENDANT.)	
_____)	

Defendant made a motion to dismiss based on lack of personal jurisdiction. A hearing was held on April 2, 2018 in Bamberg, South Carolina at which all parties appeared and presented arguments through counsel. After a thorough review of the written submissions of the parties, the arguments of the parties, and the applicable law, Defendant’s motion is DENIED.

Factual Background

Plaintiff has been a citizen and resident of South Carolina since 2010. In 2007, Defendant filed a proof of claim in the Chapter 11 Bankruptcy of Plaintiff’s business. In that proof of claim, Defendant asserted under oath that it held certain jewelry and other valuables owned by Plaintiff in its vault as collateral on the business loan.

In 2010, while a citizen of South Carolina, Plaintiff requested all documents related to his property, loans, and personal guarantees be provided by Defendant. Defendant provided no information about the personal items it claimed it held in the vault.

In 2016, Plaintiff again requested an accounting of the items in the vault. It was at this point, for the first time, that Defendant claimed the items were “removed” from the vault in 2004. Plaintiff subsequently filed this lawsuit on February 8, 2017. While Defendant did claim that this Court lacked personal jurisdiction over it in its Answer, Defendant filed a counterclaim in this

Court, engaged in written discovery, deposed Plaintiff, and waited approximately one year before seeking dismissal based on lack of jurisdiction.

Standard of Review

The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. *Engineered Prods. v. Cleveland Crane & Eng'g*, 262 S.C. 1, 201 S.E.2d 921 (1974). The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law. *Engineered Prods.*, 262 S.C. at 4, 201 S.E.2d at 922; *see also Hammond v. Cummins Engine Co.*, 287 S.C. 200, 336 S.E.2d 867 (1985) (stating that this Court is bound by Circuit Court's finding that nonresident defendant is subject to its jurisdiction absent determination that Circuit Court's ruling is without evidentiary support or controlled by error of law); *Industrial Equip. Co. v. Frank G. Hough Co.*, 218 S.C. 169, 173, 61 S.E.2d 884, 885 (1950) ("This Court has adhered to the rule that a finding by the Circuit Court as to jurisdiction or lack of jurisdiction will not be disturbed on appeal unless wholly unsupported by the evidence or manifestly influenced or controlled by error of law.").

It is well-settled that the party seeking to invoke personal jurisdiction over a non-resident defendant via our long-arm statute bears the burden of proving the existence of personal jurisdiction. *Southern Plastics Co. v. Southern Commerce Bank*, 310 S.C. 256, 423 S.E.2d 128 (1992); *Aviation Assocs. & Consultants, Inc. v. Jet Time, Inc.*, 303 S.C. 502, 402 S.E.2d 177 (1991); *South Carolina Dep't of Soc. Servs. v. Basnight*, 346 S.C. 241, 551 S.E.2d 274 (Ct. App. 2001). At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits. *Mid-State Distribs., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993); *White v. Stephens*, 300 S.C.

241, 387 S.E.2d 260 (1990); *International Mariculture Res. v. Grant*, 336 S.C. 434, 520 S.E.2d 160 (Ct. App. 1999).

Arguments

This Court does not have to reach the issue of in personam jurisdiction. Regardless of whether personal jurisdiction exists over Defendant in this case, this Court finds that Defendant waived any defense based on lack of *in personam* jurisdiction. The controlling case is *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). The Court in *Maybank* held that a *Rule 12(h)(1), SCRPC*, defense must be acted upon in a timely manner to be preserved. "A delay in challenging personal jurisdiction by motion to dismiss may result in waiver, even where the defense was asserted in a timely answer. ... *Rule 12(h), FRCP*, sets only the outer limits of waiver; it does not preclude waiver by implication." *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016). In *Maybank*, the defendant raised the defense of lack of jurisdiction in its Answer, but failed to make a motion to dismiss until one month before trial. In addition, the defendant engaged in written discovery during the pendency of the action. Based on these facts, the Court found the defendant waived its defense based on lack of *in personam* jurisdiction.

The facts in this case are nearly identical to those in *Maybank*. On January 19, 2018, the parties received notice that this matter was scheduled for trial during the week of February 26, 2018. Defendant made this motion to dismiss two weeks *after* that notice, little more than three weeks before it was scheduled for trial. Also in this case, Defendant engaged in written discovery and took the deposition of Plaintiff. The law is clear that any defense based on lack of personal jurisdiction was waived under the law established in *Maybank*, and the motion must be denied.

THEREFORE, the motion to dismiss is denied.

Judge Maite Murphy

_____, South Carolina

_____, 2018

1 State of South Carolina) Court of General Sessions
 2 County of Aiken) Second Judicial Circuit
 3
 4 Sohail Abdulla,) Transcript of Record
)
 5 Plaintiff,) 2017-CP-02-00283
)
 6 vs.)
)
 7 Southern Bank,)
)
 8 Defendant.)

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

April 2, 2018
 Bamberg, South Carolina

B E F O R E:
 The Honorable Maite Murphy, Judge

A P P E A R A N C E S:
 Tucker S. Player, Esquire
 On behalf of the Plaintiff
 Mark Louis Wilhelmi, Esquire
 On behalf of the Defendant

Stacy S. Johnson
 Circuit Court Reporter

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

I N D E X

PAGE

Certificate of Reporter

20

E X H I B I T S

NO EXHIBITS WERE INTRODUCED

1 (The following proceedings were held April 2, 2018,
2 beginning at 10:24 AM.)

3 THE COURT: It looks like the next case is Abdulla
4 versus Southern Bank. Whose motion do we have here.

5 MR. WILHELMI: This is my motion, Your Honor. My
6 name is Mark Wilhelmi. I drove over from Augusta today
7 and I represent Southern Bank.

8 THE COURT: All right, sir.

9 MR. WILHELMI: Do I need to spell Wilhelmi for you?

10 THE COURT REPORTER: No, I have it here.

11 MR. WILHELMI: All right. Thank you.

12 THE COURT: You may proceed.

13 MR. WILHELMI: Thank you, Your Honor.

14 This is a motion to dismiss, Your Honor. And if I
15 could briefly just give you a little background on it
16 because I assume you don't have any file here from Aiken,
17 correct?

18 THE COURT: I don't.

19 MR. WILHELMI: Okay. So what we have, Mr. Abdulla
20 has done business with the bank, Southern Bank, who used
21 to be known as Bank of Burke County all the way back in
22 like the late eighties, and so for many years had all
23 kinds of different loans, et cetera, et cetera; real
24 estate loans, business loans, car loans, that type of
25 thing.

1 In 1998, he formed a corporation called the
2 Sportsman's Link, Inc., in which he opened up a business
3 in Augusta that was like a -- what's a big sporting goods
4 store? You know, they have the pontoons and all that
5 stuff. Mr. Abdulla did his own store like that.
6 Southern Bank financed the whole thing to the tune of --
7 it eventually got up to about \$860,000. So everything
8 was doing very well with Mr. Abdulla for many, many years
9 and all the different loans.

10 In 2007, Sportsman's Link, Inc., had to file
11 bankruptcy, a Chapter 11 bankruptcy, in Augusta. And,
12 again, all these loans I'm talking about, Your Honor,
13 every single transaction has always been in Georgia, and
14 the affidavit will show -- and, in fact, in the affidavit
15 that was just filed, plus we took a deposition a few weeks
16 ago, Mr. Abdulla admits that he did not move to South
17 Carolina until 2010. The last loan transaction we had
18 with him was in 2007.

19 So the reason he filed bankruptcy was his landlord
20 wanted him to move. There was a Sam's Club next to it
21 and they wanted to take his space. They were negotiating
22 to move. Mr. Abdulla did not like the terms on which
23 they were trying to move him, the landlord tried to evict,
24 they filed a Chapter 11 to stop it and try and litigate
25 this whole issue in court.

1 In the meanwhile, at that time all our loans were
2 all -- were good with Southern Bank. We didn't have a
3 problem at that point. What happened is after it got
4 into Chapter 11, basically a year later, the whole case
5 was converted to a Chapter 7, everything is lost, the
6 trustee does an auction. We hold a secured interest
7 in all the firearms, sporting goods, everything in the
8 store. All that gets liquidated and eventually we have
9 a loss that we filed a proof of claim with, which is
10 interesting. I'll get to that in a minute.

11 After that, then Mr. Abdulla left the country and
12 I think he went to -- somewhere in the Middle East. He
13 came back and then as he said in his affidavit that
14 Mr. Tucker filed, and as he said in his deposition, moved
15 to Aiken in 2010 and that's where he's been ever since
16 then.

17 Well, in my particular case, Your Honor, when this
18 thing was filed, the lawsuit just alleges -- it says
19 jurisdiction and venue. Plaintiff, Mr. Abdulla, is a
20 resident of Aiken County, South Carolina. Two, Defendant
21 is a Georgia corporation with its main office in
22 Waynesboro, Georgia, which is true. And, three,
23 jurisdiction is proper pursuant to the South Carolina
24 long-arm statute. That's all there is in the complaint
25 about why the long-arm statute applies.

1 So fast-forward -- so then last year Mr. Tucker
2 wanted to do some discovery and when I filed our answer
3 I put in there that we object to jurisdiction, that
4 there's no jurisdiction in this Court, and he asked me
5 -- basically ten, eleven months ago I said please answer
6 some basic discovery so we can see what really happened.

7 Well, Your Honor, what I'm forgetting is this
8 whole case is about jewelry that was held in a vault at
9 Southern Bank in Waynesboro. So our big \$850,000 loan,
10 which had all the collateral of the store, all the guns
11 and everything else, there's a little line in there that
12 we also held contents of -- well, jewelry in the vault
13 that actually belonged to Mr. Abdulla and his wife which
14 had actually been in our vault, which I discovered, since
15 1998. Now this is not a safety deposit box, this is a
16 vault. They did have a safety deposit box also, but
17 anyway, we filed our proof of claim in bankruptcy court
18 in Augusta. All that stuff was listed, including that
19 one little line, we hold stuff in the vault.

20 Well, fast-forward ten years later. I guess it's --
21 I believe it's longer than that. Now Mr. Abdulla wants
22 to know what happened to the jewelry in the vault. So
23 we've answered that question and I have a document here
24 for Your Honor. The jewelry was actually moved from the
25 vault in 2004, three years before the bankruptcy was

1 even filed.

2 Now Mr. Tucker has raised the issue over and over
3 and over again that we've filed a false claim with the
4 bankruptcy court because we showed that we held the
5 jewelry. Of course, our proof of claim is just all our
6 loan documents, it's everything we have, and it was
7 actually -- I can personally attest to it, it wasn't
8 until after the bankruptcy that I asked the bank to take
9 a look and say what's really in that vault and, anyway,
10 they called back and I was informed then that everything
11 had been removed from the vault and it had been removed
12 in the year 2004.

13 And, Your Honor, I even have a little sheet here,
14 but this is how the bank does it, nothing's electronic,
15 and Mr. Tucker's had this now for a couple of years, I
16 guess, but it shows that we got the jewelry it looks like
17 in the vault in 1997, May 29, 1997, and then it says
18 R-E-L, which the bank tells me is "release", 3-9-04, and
19 as a requirement then two different bank personnel have
20 to sign off on that to have it removed and their initials
21 are S-H and then K-S-C.

22 Now the bank officer in charge of the loan because
23 we just took his deposition doesn't recall releasing the
24 jewelry to Mr. Abdulla, but he assumes he did. We had
25 all kinds of collateral, it had been in there since 1997,

1 so somebody must have called, either Mr. Abdulla or his
2 wife, and we agreed to have it released, but they didn't
3 -- they forgot about it and, again, it's gone. It's
4 never been an issue. We've never pursued anything against
5 them for the jewelry even though we subsequently took a
6 loss because our records apparently indicate that we
7 released it back to them.

8 So now we fast-forward, Your Honor, to now and it
9 was just literally last Thursday when Mr. Tucker filed
10 his response that it finally -- you know, it wasn't a
11 light bulb to go on, now I understand what his argument
12 is. And, of course, under the long-arm statute, Your
13 Honor, I believe it's like eight different, you know,
14 categories. One of them is did we transact business in
15 the state. Well, luckily the Plaintiff admits never
16 have ever they transacted business in the state of South
17 Carolina. It's not like, you know, a typical case where
18 somebody lives in South Carolina, they're banking in
19 Georgia, but during the time they're doing it they lived
20 in South Carolina or maybe some of the documents got
21 signed there. It's not the case at all. The whole time
22 he always lived in Georgia and the motion to dismiss we
23 filed, Your Honor, with our affidavit has all kinds of
24 bank documents just to prove that, but as it is in this
25 case we don't have to prove it because they admit 2010.

1 But now, Your Honor, the argument is that we
2 committed a tort against Mr. Abdulla while he was
3 residing in South Carolina. Now where did my little
4 thing go? The argument is, is in 2007 we filed the
5 proof of claim in the United States bankruptcy court.
6 In 2011, we filed an amended proof of claim. Here we go,
7 Your Honor. We filed an amended proof of claim. I want
8 to quote what Mr. Tucker said here. Why can't I find it?

9 Here we go, Your Honor. Sorry about that. So
10 here's the theory, Your Honor. Plaintiff is arguing
11 that Defendant, Southern Bank, certified under oath that
12 it still held Plaintiff's valuables in its vault on
13 September 20, 2011. The Defendant cannot change his
14 story now that it is convenient to do so. The doctrine
15 -- it says the doctrine precludes a party from adopting
16 a position in conflict with one previously taken in the
17 same litigated litigation. Well, first of all, it's
18 not the same litigated litigation, it's a whole separate
19 case in Georgia against Sportsman's Link, Inc. Now
20 Mr. Abdulla was a personal guaranty, but he's never
21 filed bankruptcy. So, therefore, Defendant is bound by
22 its assertion in bankruptcy court that it still held the
23 valuables in its vault September 20, 2011.

24 Well, this I just got last week, so now I finally
25 pieced it together because he's arguing under either

1 three or four that because we filed this claim somehow
2 we've subjected ourselves to the jurisdiction of the
3 Court. There's only one little problem, Your Honor.
4 They claim that we filed this amended claim, and if I
5 could, I'll hand it up to Your Honor, as an unsecured
6 claim.

7 So as a result in Mr. Tucker's motion and the
8 affidavit, Mr. Abdulla's affidavit, paragraph four, it
9 says on September 20, 2011, Defendant filed an amended
10 claim in the same bankruptcy also under oath declaring it
11 still held the same items belonging to me in its vault.
12 Neither of these claims were ever amended.

13 Well, you know, both -- just totally it's a false
14 statement, Your Honor. They may not understand the
15 significance of it, but when we filed that claim for
16 \$265,000, that was a deficiency, and because it's
17 unsecured it shows and we acknowledge we don't have any
18 collateral of Mr. Abdulla's, but yet Mr. Tucker's arguing
19 that because we filed that claim and they wrongfully
20 assert that we're claiming we still acknowledge we have
21 items in the vault or it's false claim, which is not true,
22 then they have jurisdiction because we committed a tort
23 in Georgia against Mr. Abdulla while he lived in South
24 Carolina after 2010.

25 I've never heard of an argument like that, and I

1 have to say I give him a gold star for creativity, but
2 that's not the purpose of the long-arm statute and there
3 certainly isn't any due process to say that we committed
4 a tort by filing a correct claim in bankruptcy court
5 against his corporation, they acknowledge that we don't
6 have these items, it somehow relates back just because
7 they moved to South Carolina. I guess they could move to
8 Texas or California and he could sue us out there, too,
9 under this same premise, but we don't have the jewelry.
10 It's been gone since 2004.

11 And, Your Honor, I can hand this up to you to take
12 a look at also.

13 So Mr. Abdulla says he doesn't have the jewelry
14 and, of course, we acknowledge we don't have the jewelry.
15 We just know that it was taken out of there and we know
16 that we don't have it and we didn't do anything with it.
17 More importantly, Your Honor, we held a secured interest
18 in that collateral. We had the right to take that jewelry
19 if we wanted to, but we didn't. And, of course, as I said,
20 at the time when it was removed, which is fourteen years
21 ago, Your Honor, the loans were current, so we'd have no
22 reason to take his jewelry at that time.

23 So here we are, Your Honor, fourteen years later,
24 and all of a sudden as it says in the response, in 2016
25 they're asking what happened to the stuff in the vault.

1 We just had a deposition -- and, of course, there's no
2 allegation in the complaint of what the jewelry is worth.
3 We actually had an inventory attached to our note that
4 described three pieces of jewelry. Only one of them had
5 a value on it. It was like 2,500. Mr. Abdulla doesn't
6 know what the values are. He just says they're worth
7 a lot more than that, but there was no value or any
8 appraisals that we know of. And if it was that available,
9 why would it take fourteen years from 2004? We had a
10 bankruptcy in 2007, he didn't ask about the jewelry then.
11 He then leaves the country and he comes back in 2010,
12 still nothing about the jewelry, and all a sudden in 2016
13 hey, where's the jewelry?

14 So in my mind, Your Honor, is if he wants, you know,
15 to come after us in Georgia, he can. It's not gonna
16 change anything. We took a loss, his jewelry is gone,
17 but our records clearly show that it was removed by either
18 Mr. Abdulla or somebody authorized by him to take it out
19 and we gave permission to have it taken out, Your Honor.

20 So that's our argument. That's the whole story in
21 a nutshell. The only last thing is Mr. Tucker in his
22 response he just filed last week said that I delayed too
23 long in bringing this motion, and if we need to get into
24 that I can give you more information about that and tell
25 you why that wasn't brought sooner, but there's where we

1 stand, Your Honor. We'd like to have the case dismissed.
2 We don't want anything from Mr. Abdulla. We've never
3 sued him after his bankruptcy even though we have this
4 large loss because there's nothing to get. We just --
5 we just want to be left alone and go on fourteen years
6 later.

7 THE COURT: Thank you.

8 Mr. Player.

9 MR. PLAYER: Well, Your Honor, they did sue him,
10 they filed a counterclaim in this case, but the issue is
11 when did the jewelry go missing? Because according to
12 what they told the bankruptcy court, and you have to
13 understand they filed this deficiency, but they have
14 never followed any UCC protocol in a public sale or an
15 auction for that jewelry and they filed a claim with the
16 bankruptcy court that said we have it and they never
17 filed anything saying oh, no, Mr. Abdulla took it. He
18 inquired in 2010 not where's the jewelry, but what
19 happened to it because the numbers that they're claiming
20 in the deficiency don't work out, so we're trying to
21 figure out how much value did we get for the jewelry.
22 They stonewalled him in 2010 and only in 2016 they say
23 oh, it's been gone since 2004.

24 Now you heard Mr. Wilhelmi, the sheet they have are
25 the initials of two unknown bank employees and the guy

1 in charge of the loan said a couple of weeks ago I never
2 authorized it to be taken out, I never knew it was taken
3 out, so the issue was when was it taken out and our
4 argument is it was taken out of the vault, it was either
5 converted or negligently allowed to leave the vault after
6 Mr. Abdulla was a citizen of South Carolina. That is a
7 tort that causes damages in this state, which is clearly
8 under the Tort Claims Act. That's the basis for the Tort
9 Claims Act. The tort occurred while he was a citizen of
10 South Carolina and, therefore, the long-arm statute
11 applies.

12 The issue of the claims that were filed with the
13 bankruptcy court is they never told the bankruptcy court
14 about this jewelry being removed in 2004. They allowed
15 that claim to stay in bankruptcy court saying this
16 jewelry, we have it as collateral, which is one of the
17 reasons that we had an inquiry both in 2010 and 2016 of
18 where do you get this 285 number? How much value did we
19 get towards that deficiency for the jewelry? They didn't
20 answer in 2010, only in 2016 when they say oh, it's been
21 gone for fourteen years -- or twelve years. That's when
22 we had to start digging. And they have no proof, they
23 have no affidavit that says it was removed in 2004 other
24 than this initials on a sheet of paper. There is nothing
25 signed by my client. In his deposition, he said he didn't

1 take it. Their bank vice president says I certainly
2 didn't give permission for that jewelry to get lost and I
3 had no -- I had no idea it was taken out, so what they
4 want the Court to believe is well, we ran for, you know,
5 sixteen years and had no idea what was in our vault, but
6 it's 2004. That's an issue for a jury to determine at
7 best if the judicial estoppel argument doesn't apply and
8 they're not bound by what they told the bankruptcy court
9 when they said they held the jewelry, and that's why
10 that's important. It's not they committed a tort in
11 filing a claim with the bankruptcy court, it's that they
12 told the bankruptcy court they had it and we didn't find
13 out they didn't until after Mr. Abdulla became a citizen
14 of this state and if that jewelry was removed or converted
15 while he was a citizen of South Carolina, the long-arm
16 statute applies and we have jurisdiction in this Court.
17 That's how the judicial estoppel and the long-arm statute
18 work to give this Court jurisdiction.

19 Now the last argument that he briefly referenced
20 was -- arises from a 2016 case, which was Maybank versus
21 BB&T, and I have a hard copy, Your Honor, if you want
22 this.

23 Do you have this, Mark, what I filed last week?

24 MR. WILHELMI: I do.

25 MR. PLAYER: Okay.

1 Maybank says -- and its kind of a -- a general
2 jurisprudence with regards to jurisdiction, personal
3 jurisdiction can be waived, and if you delay too long in
4 engaging in discovery, then you waive your right to bring
5 -- even if you reserve it. In Maybank they reserved it
6 in their answer, but they answered discovery, they waited
7 until the eve of trial to bring their motion, and that's
8 what happened here. In this case, the motion to dismiss
9 was not filed until we popped up on an Aiken County roster
10 and that -- you know, it was almost a year and we would
11 argue that they've waived their ability to now bring the
12 motion, that they've consented to the jurisdiction of the
13 Court by waiting this long and participating in discovery.
14 I'm not gonna deny that I asked for it. It wasn't some
15 kind of trick. I didn't realize that case existed until
16 I -- until I started getting ready for this case, but the
17 issue is now we're on the eve of trial, we've conducted
18 discovery in this case, and if we have to dismiss after
19 they've delayed for a year, that's gonna prejudice my
20 client with regards to Georgia law and any statute of
21 limitations issue that exists over there.

22 I understand their belief on the merits that there
23 are no issues here with regards to this jewelry, but I
24 think the record demonstrates differently and if that
25 delay, that one-year delay in bringing this motion, which

1 brings in Maybank, which brings in the issue of whether
2 they waived it and, more importantly, it would prejudice
3 my client because we already have issues with length of
4 time here and losing a year because they waited that long
5 to bring this motion is going to further prejudice my
6 client if we now have to go back to Georgia without some
7 type of conciliation from the bank saying that they would
8 agree to toll the statute, which we haven't discussed it,
9 but we think we should stay here.

10 Thank you, Mr. Player.

11 Any response to the delay, Counsel?

12 MR. WILHELMI: Thank you, Your Honor.

13 Your Honor, again, I need to -- I just can't
14 emphasize enough we filed the claim in 2007. The
15 Defendant -- or the Plaintiff lived in Georgia then.
16 Again, it's in his corporation bankruptcy. In 2011,
17 we filed an unsecured proof of claim. And, again,
18 everything they put in their motion contradicts what
19 they're alleging. They're alleging that we say that we
20 still held the collateral in 2011 and he moved there in
21 2010. That is totally incorrect. It's an unsecured
22 proof of claim. It would have -- just on its face it
23 would say well, there's no collateral left. That would
24 have been the time to say well, what happened to the
25 jewelry then. And, again, there wasn't any jewelry.

1 We'd like to know what happened to it as well, Your
2 Honor.

3 As far as the bank officer, he's misstated what the
4 bank officer said. The bank officer in the deposition we
5 have says he doesn't recall, but also doesn't dispute
6 that he most likely would have given permission to open
7 the vault because he agrees that only a bank officer,
8 which mainly would have been him, Mr. Ralph Dickey, would
9 be the only one to give authority to the bank personnel
10 to open up the vault to let somebody take it out. So
11 it's not that oh, I never did it, it's he doesn't recall.
12 And, again, 2004 versus now, 2018, after fourteen years
13 trying to discover it.

14 And, again, saying we offered no proof, Your Honor,
15 I mean, this is -- you know, what you have in your hand,
16 this is an actual bank document that shows when it was
17 removed, 2004. To me, that would be the statute of
18 limitations right there as going back to 2004.

19 So here we keep going on and on and on and we don't
20 -- there's no allegation of what it's worth, what we're
21 gonna do with it. The bottom line is arguing that we
22 committed a tort by filing an unsecured proof of claim
23 in a bankruptcy case involving a corporation somehow gives
24 Mr. Abdulla the right to see sue us in Aiken is totally
25 contrary to the long-arm statute. There is no due

1 process, we've never availed ourselves in South Carolina
2 to do any business with him, and I would argue because
3 we filed a claim acknowledging what we've all said is we
4 don't have any collateral somehow that gives him the right
5 to do it, and then it still takes six years after that
6 to even bring up the issue. Well, if that's unsecured,
7 where did all the jewelry go, why did it take so long?

8 So we just go around and around and around, Your
9 Honor. We'd just like to have it dismissed and that's
10 -- the bottom line in this case is, is there jurisdiction
11 in South Carolina, and there is not. Thank you.

12 THE COURT: Thank you, gentlemen. I'll take the
13 matter under advisement and notify you of my decision.

14 MR. PLAYER: Thank you, Your Honor.

15 MR. WILHELMI: Thank you, Your Honor.

16 Your Honor, I'd actually prepared a proposed order.
17 I don't know if you'd want to see it or not.

18 THE COURT: Sure. If you have it, we'll go ahead
19 and hold onto it.

20 MR. WILHELMI: Thank you.

21 THE COURT: Thank you. You-all have a good day.

22 (Whereupon, the proceedings were concluded at
23 10:47 AM.)

24

25

C E R T I F I C A T E

1
2
3 I, Stacy S. Johnson, Official Court Reporter for
4 the Eleventh Judicial Circuit of the State of South
5 Carolina, do hereby certify that the foregoing is a true,
6 accurate and complete transcript of record of all the
7 proceedings had and the evidence introduced in the hearing
8 of the captioned case in Circuit Court on the 2nd day of
9 April, 2018.

10 This transcript may contain quoted material. Such
11 material is reproduced as read by the speaker.

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

14
15 September 5, 2019

16
17 *1st Stacy S. Johnson*
18 STACY S. JOHNSON
19 CIRCUIT COURT REPORTER
20
21
22
23
24
25

B10 (Official Form 10) (12/07)

AMENDED CLAIM

UNITED STATES BANKRUPTCY COURT <u>SOUTHERN</u> DISTRICT OF <u>GEORGIA</u>		PROOF OF CLAIM
Name of Debtor: <u>SPORTSMANS LINK, INC.</u>		Case Number: <u>07-10454</u>
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>SOUTHERN BANK</u> Name and address where notices should be sent: SOUTHERN BANK P.O. BOX 927 WAYNESBORO, GA 30830 Telephone number: _____		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <u>2</u> <i>(if known)</i> Filed on: <u>3/23/2007</u>
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 265,962.86</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>265,962.86</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>9/20/2011</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. s/ Mark L. Wilhelmi	FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

SOHAIL ABDULLA,)
)
PLAINTIFF,)
)
VS.)
)
SOUTHERN BANK,)
)
DEFENDANT.)
_____)

COURT OF COMMON PLEAS
IN THE SECOND JUDICIAL CIRCUIT

C/A:2017-CP-02-00283

AFFIDAVIT OF SOHAIL ABDULLA

1. My name is Sohail Abdulla, I am over eighteen years old, I am competent to testify under the laws of the state of South Carolina, and I give this affidavit in opposition to a motion to dismiss made by Defendant in this case.
2. I have been a citizen and resident of Aiken County, South Carolina since 2010.
3. In 2007, Defendant filed a proof of claim in the Chapter 11 Bankruptcy of my business, Sportsman’s Link. In that proof of claim, Defendant asserted under oath that it held certain jewelry and other valuables I owned in its vault as collateral on the business loan for Sportsman’s Link. I personally guaranteed the business loan.
4. On September 20, 2011, Defendant filed an Amended Claim in the same bankruptcy, also under oath, declaring that it still held the same items belonging to me in its vault. Neither of these claims were ever amended.
5. In 2010, while a citizen of South Carolina, I requested all documents related to my property, loans, bank accounts, and personal guarantees be provided by Defendant. Defendant never indicated that anything was missing or taken from the vault. My request in 2010 was largely ignored by Defendant.

6. In 2016, I again requested an accounting of the items in the vault. It was at this point, for the first time, that Defendant claimed the items were "removed" from the vault in 2004.

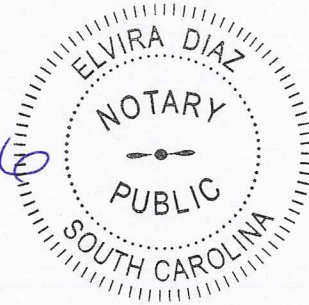
7. 6. Further affiant sayeth not.

Sohail M. Abdulla
Sohail Abdulla

SWORN TO BEFORE ME this 28th day of March, 2018

Elvira Diaz
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: July 29, 2026



ELECTRONICALLY FILED - 2018 Mar 29 11:13 AM - AIKEN - COMMON PLEAS - CASE#2017CP0200283

MARK L. WILHELMI, P.C.

ATTORNEY AT LAW
State Bank & Trust Building
3527 Wheeler Road, Suite 401
AUGUSTA, GEORGIA 30909

MARK L. WILHELMI, SC Also

FACSIMILE
(706) 868-9647

SENDERS
DIRECT DIAL
(706) 868-9646

April 12, 2018

Tucker S. Player
Player Law Firm
1415 Broad River Road
Columbia, SC 29210

tucker@playerlawfirm.com

RE: Sohail Abdulla v. Southern Bank
Case No. 2017-CP-02-00283

Dear Tucker:

Thank you for sending me a copy of your proposed Order Denying Motion to Dismiss which was also sent to Judge Murphy for her review. Please note I am copying the Court with this response.

The facts as you state them are false. Specifically, you recite on Page 1 of your proposed Order-“Factual Background” that in 2007 Defendant filed a Proof of Claim in the Chapter 11 bankruptcy case. You further assert that Defendant, Southern Bank, never amended that claim to indicate that your client, Sohail Abdulla, took or was in possession of the items originally held in the vault. In fact, the claim was amended September 20, 2011 at which time Southern Bank filed an unsecured claim for \$265,962.86. As you know, unsecured claim means that Southern Bank held no collateral associated with the underlying loan in the bankruptcy case of Sportsman’s Link, Inc. or Sohail Abdulla.

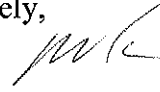
Notwithstanding the foregoing, the first sentence of your Paragraph under “Arguments” states “Defendant certified, under oath, that it still held Plaintiff’s valuables in its vault on September 20, 2011”. This statement is false. The Proof of Claim filed of record in the United States Bankruptcy Court for the Southern District of Georgia, Augusta Division, Case No. 07-10454, which was filed under oath, clearly negates this false statement.

As you have made clear in your previous Response and your proposed Order, you are trying to confer jurisdiction over Southern Bank in the State of Carolina based upon an unsecured Proof of Claim filed in Georgia on September 20, 2011, simply based upon the fact your client admits he did not move to South Carolina until 2010. As clearly set forth in our Motion to Dismiss and attached Affidavit, the last contract entered into by and between the parties, i.e. Promissory Note and Security Agreement, was signed in Georgia April 30, 2007 in the amount of \$843,640.46. This renewal Note was signed while Mr. Abdulla’s corporation, Sportsman’s Link, Inc., was in Chapter 11 bankruptcy in Georgia. Consequently, as admitted by Mr. Abdulla in his Affidavit, and as clearly set forth in the Affidavit of Southern Bank, Southern Bank has never transacted any type of business with Sohail Abdulla or Sportsman’s Link, Inc. in the State of South Carolina. To argue that an unsecured Proof of Claim filed in September 20, 2011 is a tortious act that now confers jurisdiction over Southern Bank because your client moved to South Carolina in 2010 defies all logic or case law. The bottom line, at a minimum, your client was put on notice September 20, 2011 that Southern Bank held no collateral pertaining to the underlying loan including the contents of a vault which were removed by your client in the year 2004. The Statute of Limitations has long run on this matter.

I also take exception, as noted to Judge Murphy at our Motion to Dismiss hearing, with the allegation that Southern Bank did not act in a timely manner with its Motion to Dismiss. In your email to me dated where May 19, 2017 you specifically request that you be allowed to “send some general discovery requests to see our proof with regards to the removal of the jewelry”. We did respond to your request to Interrogatories and Notice to Produce. The ledger sheet clearly showed the items were removed in the year 2004. Further, as stated in your email “I will just send you the standard discovery stuff to and you send me the proof that he took the jewelry in 2004. It will save us both a lot of time and effort if we can resolve it that way.” Unfortunately, the proof that we provided, which is the only proof available, still did not satisfy Mr. Abdulla. The next request was then to take the deposition of Southern Bank. We ultimately complied with that request even though it was evident from the deposition itself that it was merely a “fishing expedition” to discuss every other loan Mr. Abdulla ever had with Southern Bank. We in turn took the deposition of Mr. Abdulla who confirmed, under oath, that he did not move to South Carolina until the year 2010 and never transacted any business with Southern Bank in the State of South Carolina. In short, any delay in the filing of the Motion to Dismiss was at your behest and can certainly not, in good faith, be used as an argument to deny our Motion to Dismiss at this point in time.

I would suggest to you and the Court that if there is any misunderstanding about actual facts of the case, especially as it pertains to the Proof of Claim(s), that I will be available for a phone conference or follow-up hearing if necessary.

Sincerely,



Mark L. Wilhelmi

MLW/dmw

CC: Honorable Maite Murphy - mmurphylc@sccourts.org

ENC: Amended Claim 2.0 dated 9/20/2011

Bank Vault Ledger

B10 (Official Form 10) (12/07)

AMENDED CLAIM

UNITED STATES BANKRUPTCY COURT <u>SOUTHERN</u> DISTRICT OF <u>GEORGIA</u>		PROOF OF CLAIM
Name of Debtor: <u>SPORTSMANS LINK, INC.</u>		Case Number: <u>07-10454</u>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>SOUTHERN BANK</u>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <u>2</u> <i>(if known)</i> Filed on: <u>3/23/2007</u>
Name and address where notices should be sent: <u>SOUTHERN BANK</u> <u>P.O. BOX 927</u> <u>WAYNESBORO, GA 30830</u> Telephone number: _____		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 265,962.86</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <u>265,962.86</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <u>9/20/2011</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. s/ <u>Mark L. Wilhelmi</u>	FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

MARK L. WILHELMI, P.C.

ATTORNEY AT LAW
State Bank & Trust Building
3527 Wheeler Road, Suite 401
AUGUSTA, GEORGIA 30909

MARK L. WILHELMI, SC Also

FACSIMILE
(706) 868-9647

SENDERS
DIRECT DIAL
(706) 868-9646

April 16, 2018

Honorable Maite Murphy
Law Clerk, William Crantford

mmurphylc@sccourts.org

RE: Sohail Abdulla v. Southern Bank
Case No. 2017-CP-02-00283

Dear Judge Murphy:

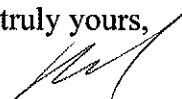
It was a pleasure to meet you in Court in Bamberg on April 2, 2018. At the conclusion of that hearing, I presented you with a proposed Order Dismissing Case.

In light of the two (2) subsequent amended proposed Orders submitted by Plaintiff, I felt it was necessary to add additional language to my original proposed Order to cover Plaintiff's new theory of jurisdiction based upon the case of Maybank. I have sent this to you in Word document so it can be revised or amended as you may see fit.

As I stated to the Court on April 2, 2018, it was not until Plaintiff filed his Response to our Motion to Dismiss that he made clear his argument involving jurisdiction was based upon the amended Proof of Claim filed in 2011. Now that Plaintiff acknowledges that is no longer a viable legal argument, I felt it important for the Court to note the actual reasons for the timing of the Motion to Dismiss which is outlined in correspondence between counsel.

Thank you for your consideration of this matter. Hopefully there will be no further correspondence or proposed Orders submitted by either party pending your ruling.

Very truly yours,



Mark L. Wilhelmi

MLW/dmw

CC: Tucker Player/counsel for Plaintiff

MARK L. WILHELMI, P.C.

ATTORNEY AT LAW
First Bank Building
3527 Wheeler Road, Suite 401
AUGUSTA, GEORGIA 30909

MARK L. WILHELMI, SC Also

mark@markwilhelmilaw.com

FACSIMILE
(706) 868-9647

SENDERS
DIRECT DIAL
(706) 868-9646

September 5, 2008

Sohail M. Abdulla
910 Windmill Lane
Evans, GA 30809

Via Certified Mail

RE: Southern Bank
Past Due Account

Dear Mr. Abdulla:

We have been attempting to contact you for several weeks, but unfortunately no one seems to know your whereabouts. Several people have indicated that you and your family are now in the Middle East. Accordingly, you may not receive this letter until you return home. We hope your trip to the Middle East is successful in all regards.

Southern Bank has requested I begin the foreclosure process on loan #413719800 which presently has a balance owing of \$110,366.72. Although this loan was just renewed July 25, 2008 and does not mature until January 25, 2009, Southern Bank has requested we accelerate this loan based upon defaults in all loans you have with Southern Bank and the fact they will be taking a significant loss with respect to the shutdown and liquidation of inventory located at Sportsman's Link.

Pursuant to the terms of your Promissory Note, there are several grounds for default including: "~~Default~~- #7 I do or fail to do something which causes you (Southern Bank) to believe you will have difficulty collecting the amount I owe you." Because of the default in your other loans and the fact we cannot locate you, we unfortunately have no alternative but to proceed with foreclosure on 7.68 acres of land located in Burke County, Georgia as well as one (1) acre of land located in Columbia County, Georgia. In addition, we have repossessed the 2000 Ford Mustang, 2005 Chevrolet SSR truck and 2005 Dodge Ram truck, all of which were previously located inside the warehouse at Sportman's Link. For the time being, these vehicles will be stored by Southern Bank in Sardis. We are hopeful we will hear from you within a short time so we can discuss whether or not the Bank will need to liquidate these vehicles or you will be able to redeem them.

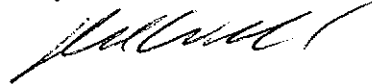
Because of your default under the terms and conditions of your Promissory Note(s), Southern Bank has elected to accelerate the maturity of this loan and does hereby declare the entire principal and interest due and payable in full. The present payoff on this loan is \$110,366.72.

Please be advised that you have ten (10) days from the date of this letter within which time to pay all principal and interest due and payable in full. If payment is not made within that time, Southern Bank shall also be seeking reimbursement of attorney's fees in the amount of 15% of the amount owed, plus all costs of Court. This notice is given to you pursuant to O.C.G.A. 13-1-11, as amended.

Enclosed please find a two (2) Notices of Sale Under Power. The Burke County foreclosure will run during the month of September 2008 with the sale taking place on Tuesday, October 7, 2008. The Columbia County foreclosure will run during the month of October 2008 with a sale date of November 4, 2008.

Upon receipt of this letter, please contact Ed Parrish at Southern Bank, telephone number (706) 437-9977 to let us know your intentions. Thank you for your attention to this matter.

Sincerely,



Mark L. Wilhelmi

MLW/mkm

cc: Ed Parrish, Southern Bank

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Account: 413719800

NOTICE TO CONSUMER DEBTOR

The law office of Mark L. Wilhelmi, P.C. (debt collector) has been retained by Southern Bank (creditor to whom the debt is owed) to recover from you, the principal sum of \$110,366.72. Because of the interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

Unless you, the debtor, within thirty (30) days after the receipt of this Notice, dispute the validity of the debt (described above), or any portion thereof, the debt will be assumed to be valid by the debt collector. Nothing in this paragraph should be understood to mean that the debt collector cannot proceed to collect the debt during this 30-day period.

If you, the debtor, notify the debt collector in writing within thirty (30) days after the receipt of this notice, that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the debtor and will mail the debtor a copy of said verification.

Upon the debtor's written request within thirty (30) days of the receipt of this Notice, the debt collector will provide the debtor with the name and address of this original creditor, if different from the current creditor.

Debt Collector: Mark L. Wilhelmi, P.C.
3527 Wheeler Road, Suite 401
Augusta, Georgia 30909
(706) 868-9646

1 A. I've been living at this address for about
2 3 years now.
3 Q. And prior to that, where did you live?
4 A. I've been living in Aiken since 2010. I
5 don't have the addresses. But if you remember when
6 we met, remember they had that big hearing in 2010,
7 2011. I don't know the exact place in Aiken.
8 Q. So since 2010 you've lived in Aiken?
9 A. Correct.
10 Q. Prior to 2010, where did you live before
11 that then?
12 A. Basically I was abroad.
13 Q. Okay.
14 A. My first place I got to live in was Aiken,
15 South Carolina.
16 Q. What year did you first go abroad?
17 A. 2008.
18 Q. To 2010?
19 A. Late 2009/2010, correct.
20 Q. What country were you in at that time?
21 A. I was in Dubai, and I was in Pakistan.
22 D-u-b-a-i; P-a-k-i-s-t-a-n.
23 Q. I've always wanted to see what Dubai looks
24 like.
25 A. You need to.

1 Q. It's a real pretty place?
2 A. It's an incredible place.
3 Q. So you were gone about 2 years. At the
4 time you moved or --
5 A. I was gone a little over a year. A year.
6 A little over a year.
7 Q. And then prior to that, what was your
8 address?
9 A. Windmill.
10 Q. The 910 Windmill Lane --
11 A. Yes, sir.
12 Q. How long did you live there?
13 A. I'm not exactly sure, sir. It was after
14 Good Day Landing.
15 Q. So Good Day Landing, before that. When
16 did you first move to Good Day Landing.
17 A. I'm guessing somewhere around maybe '96.
18 Q. Okay.
19 A. But I'm guessing. You try and forget
20 certain things in life that are painful. Remembering
21 this is painful.
22 Q. Okay. Let's see here. I'm looking at
23 your financial report. Did you get that place in
24 '93? The River Bend Drive?
25 A. No. I would not think it would be '93.

1 I'm not sure. It may be '93. Whatever that is, it
2 should be pretty close to being right.
3 Q. Okay. I've got a little financial
4 declaration you gave in July 27, 2006.
5 A. Yes, sir.
6 Q. So we had, looks like you got Windmill
7 Lane, said you purchased that in '02?
8 A. Yes.
9 Q. Does that sound about right? Is that
10 about when you moved to River Bend?
11 A. I guess, yes.
12 Q. You moved from River Bend to Windmill?
13 A. I guess so. I know I lived at the farm
14 for a while, too. But I don't have the exact dates
15 on that. That would be Rock Moss Farms.
16 Q. Which farm is that?
17 A. Rock Moss. R-o-c-k M-o-s-s.
18 Q. Is that in Burke County, too?
19 A. Yes.
20 Q. That was when I first met you.
21 And prior to River Bend Drive, where did
22 you live? Do you recall?
23 A. Probably Rock Moss.
24 Q. So up until 2010, did you ever live in
25 South Carolina before then?

1 A. No.
2 Q. Okay. And the time you lived in Georgia,
3 you had a Georgia driver's license, right?
4 A. Yes.
5 Q. And now you live in South Carolina. Do
6 you have a South Carolina driver's license now?
7 A. Do I have what?
8 Q. A south Carolina driver's license?
9 A. Yes. Yes.
10 Q. And you got that when you moved back in
11 2010?
12 A. Yes, I have.
13 Q. What is your employment now?
14 A. I am unemployed.
15 Q. Since 2010, have you had any work?
16 A. No.
17 Q. Okay. It's really not germane, but how
18 have you been living for 8 years?
19 A. My brother is taking care of me now.
20 Q. And that would be Dr. Abdulla?
21 A. Dr. Abdulla.
22 Q. But you haven't had any jobs since then?
23 A. No.
24 Q. As far as getting employment?
25 A. No.

1 Q. What's your marital status?
2 A. I guess estranged, whatever you want to
3 call it. What it remains to me, you know, something
4 I don't -- you said my ex-wife in one of those
5 letters.
6 Q. I don't know that --
7 A. You made that statement.
8 Q. We heard you were separated so we assumed
9 you got divorced. So you never got divorced?
10 A. Legally we did not get divorced.
11 Q. What was her name again?
12 A. Iasha (phonetic).
13 Q. She's the one I met in bankruptcy court
14 back in 2008. She was in court with you?
15 A. Yes.
16 Q. How long have you two been estranged or
17 separated?
18 A. Since like 2009, 2010.
19 Q. Okay. Does she still live in the country?
20 Or where does she live?
21 A. The last time I saw them was in late 2010,
22 2014 I went to Pakistan to see them.
23 Q. So she may live in Pakistan now?
24 A. They are in the U.S. somewhere.
25 Q. Okay.

1 A. I haven't talked --
2 Q. I'm not looking for her.
3 A. No, no, no. It doesn't make a difference
4 if you are. If she -- if you like her, she likes
5 you, I'm all game for you.
6 Q. I don't really know her. Seems like a
7 nice gal.
8 A. She's very nice. Last time I spoke with
9 them was some time in late 2015 or '16.
10 Q. Okay.
11 A. Haven't had any contact or spoken to them.
12 Q. So the whole time you lived in Georgia, I
13 assume you had a Georgia driver's license, correct?
14 A. Yes, otherwise I'd be breaking the law for
15 sure.
16 Q. Okay. And the reason I'm asking you these
17 questions, your attorney has probably told you about
18 this, Mr. Abdulla, you allege that we're subject to
19 the jurisdiction in South Carolina, what's called the
20 South Carolina Long Arm Statute.
21 A. Okay.
22 Q. So with respect to all of these loans that
23 you've had with the bank for over 20 years.
24 A. Um-hmm.
25 Q. The whole time you had those loans.

1 A. Now it's 30 years.
2 Q. Okay. Well, that's not true because it
3 stopped 10 years ago.
4 A. Ralph said he knew me for 20 years, but if
5 you add the 10 years, it's 30.
6 MR. DICKEY: I knew you way back then
7 when you had your loan with Allied Bank.
8 THE WITNESS: Yes, sir. Sure did.
9 Q. (By Mr. Wilhelmi) But all of the loans
10 you did with Southern Bank, formally it was known as
11 Bank of Burke County, all of those were done in
12 Georgia, correct?
13 A. Yes.
14 Q. Every time you signed a note they were
15 signed in Hephzibah or Waynesboro?
16 A. Yes. I would think so, yes.
17 Q. And you set up -- you established
18 Sportsman's Link, Inc., it looks like in 1998?
19 A. I would presume that to be true. I'm sure
20 that's probably right.
21 Q. That's what we have in the file. And
22 that's when I think you opened up an account for
23 Sportsman's Link, Inc., with the bank?
24 A. That's right.
25 Q. Do you recall when you first got your

1 first loan for Sportsman's Link with the bank?
2 A. I guess if they have '98, but I guess I
3 would have a note in '98.
4 Q. I don't have all of the old notes going
5 back --
6 A. Well, what Ralph was saying the first time
7 I met Ralph was in that little bank on Sixth Street.
8 MR. DICKEY: I do remember going out
9 to Rock Moss Farms and the inventory we
10 took.
11 THE WITNESS: That's for starters my
12 collection started. I hope I paid that.
13 When they put in zero and they claim
14 everything that you put in.
15 Q. (By Mr. Wilhelmi) Now, the business
16 Sportsman's Link, Inc., is 596 Bobby Jones
17 Expressway?
18 A. Last address, yes.
19 Q. Augusta, Georgia?
20 A. Last address.
21 Q. Finally in the Chapter 11 and then
22 ultimately Chapter 7.
23 A. If somebody else is running it, I'm
24 unaware of. I'm not running it.
25 Q. We're not aware of it being around.

1 A. I'm just saying as truthfully as I can.
2 Q. Now, the underlying issue in this suit is,
3 the way I interpret it, is you want your jewelry
4 back. And you say you don't have it?
5 A. Well, actually that's incorrect.
6 Q. Okay.
7 A. Would you like me to explain it?
8 Q. Yes.
9 A. The issue is I did not know what happened
10 to everything. Okay. I asked you all for documents
11 in 2010. And when you gave me the documents, all I
12 received were checks, okay. I didn't receive
13 anything else. So if you've seen the letter that I
14 sent you, I referred to that other letter, and I
15 asked you, please, where are my documents; would you
16 please give me my documents. And that's when you
17 replied. And if you had given me my documents, we
18 wouldn't have been sitting here today. You said
19 everything is on Pacer, and that is totally untrue.
20 Q. And truthfully in retrospect that
21 everything had to do with Sportsman's --
22 A. That's not what I asked for. I asked for
23 personal and Sportsman's Link.
24 Q. The personal notes, the mortgages --
25 A. Everything. Anything else. I asked for

1 it; you didn't give it to me. I'm just being
2 straight candid with you.
3 Q. Okay.
4 A. If I got that, I wouldn't be sitting here
5 today.
6 Q. And why would you not be sitting here
7 then?
8 A. Then I would know what happened.
9 Q. Okay.
10 A. And if what you all say is true, I would
11 have figured that out, but you didn't give me any of
12 the documents. And you say you did. When I say you
13 all, please don't take it personally. I'm referring
14 to in general. I did not have my documents.
15 Q. When you signed the notes with the bank
16 for the real estate, you were always given a copy of
17 them, correct?
18 A. I was given a copy? I would think so.
19 But not all the time. Most of the time, yes.
20 Q. Did you keep any of your bank records
21 anywhere?
22 A. You know, I don't even know where my
23 underwear is. You understand? I mean, everybody
24 stole everything I had.
25 MR. DICKEY: I think you said

1 drawers.
2 THE WITNESS: Whether I said drawers,
3 whatever you may think I had some kind of a
4 desk. All I want was an accounting of my
5 life. Everything is gone. I want to know
6 who got it, what they got. I wanted to
7 know. And I don't think that's a wrong
8 thing to ask for.
9 Q. (By Mr. Wilhelmi) No, it's not. And I
10 take it from the testimony today do you think that
11 the bank owes you any money back?
12 A. Mr. Wilhelmi, I'll be honest with you.
13 When I received your letter, your first response to
14 Mr. Player, where you basically said I stole the
15 jewelry, okay, those are the words. Anything taken
16 without permission is theft. You know. That really
17 bothered me, especially how much I loved Ralph. You
18 understand that. That really, really bothered me.
19 And the letter after letter after letter, you know,
20 you sent me a default letter to 910 Windmill Lane
21 when you all knew I didn't live there.
22 Please let me finish.
23 Q. We didn't know where you lived.
24 A. Of course you did. My e-mails will prove
25 it. And if you give me the -- I spoke to -- like

1 Ralph said, he knew when I left for my health because
2 I told Ralph I had to leave for my health, okay.
3 MR. DICKEY: Just didn't know where you
4 were.
5 THE WITNESS: What I'm saying is you
6 knew. You knew.
7 Q. (By Mr. Wilhelmi) We knew you were
8 overseas.
9 A. You had my address. You sent the default
10 address to a place I wasn't there. The main thing
11 that bothered me is you said I stole the jewelry, and
12 that's what bothered me.
13 Q. And, of course, for the notices we have to
14 send it to the last known address we have.
15 A. Not if I'm out of the country and you know
16 I'm out of the country because publication becomes
17 null. You can't -- you can't sell by publication
18 especially if I'm out of the country. And if you
19 look at all of the e-mails, and I encourage you to
20 look at all of your e-mails, and you will see that in
21 your e-mails.
22 Q. Okay. So the bottom line is with all of
23 the notes you had with the bank, none of those were
24 getting paid on?
25 A. None of them were getting paid on.

1 Q. Right. Like the property in Columbia
2 County, property in Burke County, the reason we
3 foreclosed is because you were gone and we weren't
4 getting payments.

5 A. I would presume that's what you all did.
6 I would have felt because I've been a customer for
7 such a long time, you would have given me a chance to
8 pay it by giving me a default letter. When you love
9 somebody and you have a relationship and you have
10 collateral, it looks like you would do something.

11 Q. And, again, just as a side perspective --

12 A. Sure.

13 Q. -- he was involved with the bankruptcy.

14 A. Sure.

15 Q. And we were there with you all the way
16 until the end.

17 A. Well, yeah. I understand that, Mark.

18 Q. And then -- let me finish what I'm going
19 to say.

20 And then the whole time you're in
21 bankruptcy, this is what we know happened. You
22 weren't really running the business, and you were
23 depleting the inventory, and then you leave.

24 A. You finished? Sorry.

25 Q. So after all of that 30 years or 20 years

1 of relationship, you know, we were kind of surprised,
2 too, that all of a sudden --

3 A. Okay. Now I will answer that question.
4 That's a total lie. And I'm going to tell you why
5 it's a lie.

6 Q. What part's a lie?

7 A. I'm fixing to answer you.

8 First, you all said that I wasn't there
9 working, stopped working in the store. Ralph already
10 testified the reason I stopped working in the store
11 is because I got sick. So when you say you did not
12 know why I stopped working, it's an untrue statement.
13 If you knew I was sick, you would have sued. When
14 Ralph was not there, when he was in the hospital, you
15 understood that. I was sick. I could not be there.
16 Actually when the -- I wish I was there the day they
17 converted to 7 because if I was there, they would
18 have never converted to 7. I was sick, Ralph. It
19 didn't make any sense. Okay? That's one thing.

20 The second thing you said you were with me
21 all the way, of course, but as soon as I got sick,
22 you know, you all sold my inventory for \$1 million.
23 You were paid over \$400,000 in sales for it. And if
24 I -- if I had done it or if Ralph had done it, you
25 would have gotten 1.4 or 1.6 million for it at the

1 minimum. So that bothered me.

2 Q. Again, it was the trustee that sold it.
3 It wasn't us.

4 A. I understand that. But you all could have
5 said that we take the store as satisfied debt. You
6 all could have done that.

7 Q. Well --

8 A. Again, you're on the first lien on it.

9 Q. Right.

10 A. Yeah. And -- and if you look at my
11 letters when I'm talking to Ralph is, I believe it
12 was in September of 2008, I'm telling Ralph that
13 Klazinski (phonetic) is telling me that the bank
14 wants to screw me. So if you look at the letter, I
15 have all of the attachments. I'm just telling you.
16 And I told Ralph this was a lie.

17 MR. DICKEY: Unfortunately, the court
18 was the one that decided what --

19 THE WITNESS: What I'm saying is if
20 you own a collateral, okay, and the store
21 basically is the collateral, you could have
22 taken the store as collateral, and you
23 could have done with it as you all wish.

24 MR. DICKEY: If we had a real estate
25 agent, we could take all of this real

1 estate we get back and we could get our
2 money back. We're not a real estate
3 company. We're a bank. We wouldn't know
4 how to go in the --

5 THE WITNESS: You --

6 THE COURT REPORTER: There are too
7 many people speaking at the same time.

8 MR. DICKEY: Unfortunately as I
9 mentioned --

10 MR. WILHELMI: You're not part of the
11 deposition.

12 THE WITNESS: I have nothing in that
13 sense. I'm just telling you you all gave
14 away over \$400,000 to sell it. That's all
15 I'm saying. Good or bad, ugly, I'm not
16 saying that. I'm just saying that. And
17 then, you know, when you all said you just
18 picked up and left, but I was in total
19 contact with the bank with Ed, with Ron, I
20 had phone calls with him. How come you all
21 never sent me a default letter? Maybe I
22 could have called my brother up. I would
23 have said, Hey, look, can you call the bank
24 and see if you can do something? Maybe you
25 can take over the note loan for me. I

1 never had the opportunity.
 2 And what really bothered me was you
 3 -- the first -- honestly, the first time I
 4 ever saw the default letter, the
 5 September 8 one that you sent Player, and
 6 in that you said that you have 10 days to
 7 cure this, okay. And you said we don't
 8 know where you are, which is untrue. But
 9 you said you have 10 days.
 10 Q. (By Mr. Wilhelmi) Well --
 11 A. No. Let me finish. Ten days to --
 12 10 days to secure it. You already repo'd my vehicle.
 13 That made no sense either.
 14 Q. You could have paid off all of the loans
 15 and we would have given it back to you.
 16 A. I understand that, but you took my
 17 vehicles.
 18 Q. The 10 days is a statutory --
 19 A. I understand that. But you can't repo
 20 something if you don't give somebody a chance to do
 21 something.
 22 Q. That's not technically correct.
 23 A. I'm not an attorney. I'm just telling you
 24 as an individual that bothered me.
 25 Q. So --

1 A. And if I'm acting passionately, it is
 2 passion. It's not a dollar thing.
 3 Q. So with respect to the vault, the jewelry
 4 box?
 5 A. Yes.
 6 Q. Okay. What is your contention about the
 7 items in the vault? Are you alleging that Southern
 8 Bank took them from you?
 9 A. I'm not alleging Southern Bank took it.
 10 If it is in the -- if Southern Bank had possession of
 11 it and if they didn't sell it, okay. And they didn't
 12 give it to me, okay. So it's missing. I'm not
 13 saying Southern Bank stole it. I'm saying it's
 14 missing. All I want is an accounting.
 15 Q. Okay. Because, again, from our answers
 16 we've given, we don't have the jewelry either.
 17 A. I understand that. But you told the
 18 bankruptcy court you had it.
 19 Q. Well, that was on the note that gets filed
 20 with it. I mean --
 21 A. You dont --
 22 THE COURT REPORTER: I can only take
 23 down one person at a time.
 24 THE WITNESS: I'm sorry.
 25 Q. (By Mr. Wilhelmi) The paperwork we filed

1 with the bankruptcy court are the notes we had with
 2 you.
 3 A. Correct.
 4 Q. Yeah. So, I mean, we have to file it that
 5 way.
 6 A. No, but if you don't have the collateral,
 7 why would you file it?
 8 Q. At that point we didn't know we had it.
 9 A. And that was another letter that really
 10 teed me off. If you knew you didn't have it,
 11 right -- let me finish. If you knew you didn't have
 12 it, and you did a renewal, why didn't you take it
 13 off?
 14 Q. No. You missed what I said.
 15 A. I'm sorry.
 16 Q. We didn't know until some time after the
 17 renewal loan.
 18 A. No, sir. That's not what your letters
 19 say. You need to read the letters.
 20 Q. Because finally I talked to Ed Parish at
 21 the bank. I said, Ed, do you even know what was in
 22 that vault? He didn't know if anything was in there.
 23 And it was while you were in bankruptcy after the
 24 loan, that's when we found out the jewelry had been
 25 removed.

1 A. Well, that contradicts the letter you
 2 sent. The letter you sent said this. They said to
 3 verify the content when it went into Chapter 11, we
 4 went to verify and the item was not in the vault.
 5 Okay. So my question is if you knew it wasn't in the
 6 vault, why did you all not amend your proof of claim?
 7 Why did you not --
 8 Q. That really makes no difference at all to
 9 you whatsoever --
 10 A. Of course it does.
 11 Q. It was part of the loan.
 12 A. That's not the point. Okay.
 13 Q. Let's -- I want to stop now and I want to
 14 get to the point.
 15 A. Okay. Great.
 16 Q. Tell me what is in the vault. What was in
 17 the vault?
 18 A. I don't know. You all say you had jewelry
 19 and other collateral.
 20 Q. Well, this is -- that's what was in the
 21 vault.
 22 A. But what I'm saying is you're asking me
 23 what's in the vault. You're asking me what's in my
 24 vault. By your letter that you sent, you said
 25 jewelry was in -- I'm going by what you said. You

1 said -- you said I took the jewelry and other
 2 collateral. I don't know what the other collateral
 3 is. I'd like to have a list of that.
 4 Q. That's all the collateral we show.
 5 A. That's not what your letter says.
 6 Q. Okay. So let's go by what you signed that
 7 was attached to the note.
 8 A. I see that.
 9 Q. List of jewelry.
 10 A. I see that. Okay.
 11 Q. That's what we had in there. And then we
 12 had your paper stock for Sportsman's Link, Inc.?
 13 A. Okay.
 14 Q. There wasn't anything else in the vault.
 15 Now, we don't know about your safety deposit box.
 16 A. Your letter said you did. Yours said
 17 other collateral. I'm just going by, Mark, what you
 18 say. Excuse me. Mr. Wilhelmi.
 19 Q. You can call me Mark, too. It doesn't
 20 matter. That's all the collateral we know about.
 21 A. Well, then why didn't you put other
 22 collateral?
 23 Q. Well --
 24 A. I'm just asking you. When you say "other
 25 collateral," so I don't know what else I had. I

1 don't have paperwork.
 2 Q. So here's your paperwork that you signed.
 3 A. Okay.
 4 Q. Do you know that you pledged that as
 5 collateral to the bank?
 6 A. I pledged this as collateral to the bank.
 7 Q. Okay.
 8 A. Okay?
 9 Q. And now you're suing because you want it
 10 back. That's what your suit says you want it back
 11 because you said we took it.
 12 So first of all, describe the jewelry.
 13 Don't go every line. Basically it looks like there's
 14 four pieces of jewelry.
 15 A. Yeah. It says there's some rings and --
 16 Q. Just what's the first line say?
 17 A. Yellow gold diamond fashion ring.
 18 Q. Do you remember that ring? Do you know
 19 what it would looked like?
 20 A. I had tons of diamonds. I had tons of
 21 rings.
 22 Q. But you would have given them to the bank
 23 to put in the vault, correct?
 24 A. I would have given them to the bank, and
 25 the bank would do with it whatever they thought safe

1 to protect it, yes.
 2 Q. Do you have any idea what the value of
 3 that ring is? Doesn't show it on there.
 4 A. If I had to guess, let's see, 3.4 carats.
 5 I would say between 30 and \$50,000. That's my guess.
 6 Okay. I'm not a jeweler. You're asking my opinion.
 7 I'm giving you my opinion.
 8 Q. Again, there's no listing there on it. So
 9 we don't know either what it was worth.
 10 A. You asked me my opinion.
 11 Q. That's what I'm asking.
 12 So what's the next piece of jewelry?
 13 A. Yellow gold and diamond engagement ring
 14 set. Okay. So it's high grade. Blue. 6. Mark, do
 15 you see what size the diamond is on there? I'm not
 16 sure. But anything like the first one, I would place
 17 it at the same thing.
 18 Q. And when it's an engagement ring set, was
 19 that anybody's particular ring? Was it a wife's
 20 ring? Or where did it come from?
 21 A. Just when you have a -- I guess somebody
 22 calls it an engagement ring, that's the description
 23 of it because when you have a big diamond in a ring,
 24 it's usually an engagement ring.
 25 Q. And you mentioned that you've had lots of

1 jewelry, correct?
 2 A. Yes.
 3 Q. So I guess did you buy and sell jewelry as
 4 a collection?
 5 A. No.
 6 Q. I mean for yourself?
 7 A. No. I didn't buy and sell it. I just
 8 acquired.
 9 Q. Bought it? Is it --
 10 A. When I saw something I liked, I bought it.
 11 Q. Okay. So any idea of the value you think
 12 that ring is?
 13 A. Yeah. I told you that. It's probably the
 14 same -- same price range.
 15 Q. 30 to \$50,000?
 16 A. Yeah. Mr. Wilhelmi, if you just look at
 17 what it says, okay, the first one was a VVS-1. Okay.
 18 And it's 3.4 carats of diamond. Okay. So that ring,
 19 if I had to guess, would be worth that much. I'm
 20 guessing, okay. I'm not a jeweler.
 21 Q. Do you recall -- like the first thing, the
 22 yellow gold one you mentioned, you think is worth 30
 23 to 50. Who did you buy it for?
 24 A. I have no idea.
 25 Q. Because you wouldn't have paid 30 or 50

1 for it, correct?
 2 A. I don't know what I paid for it. I'm just
 3 being sincere with you.
 4 Q. Okay. Most likely when you bought jewelry
 5 you were buying it because you thought it was a good
 6 value to buy it because --
 7 A. It was either a good buy or something or I
 8 liked it. I don't know. You know. I was going to
 9 eventually have kids and all. What we call a
 10 trousseau. It's a trousseau for our children.
 11 Q. Did any of your -- you've been married
 12 twice, correct?
 13 A. I've been married twice.
 14 Q. Did any of this jewelry belong to either
 15 one of your wives?
 16 A. No.
 17 Q. Okay.
 18 A. Well, I guess my second wife would be part
 19 owner of it in some sense.
 20 Q. Okay.
 21 A. So I need to correct that.
 22 Q. Well, and it wasn't so much that -- did
 23 she ever wear any of it?
 24 A. I have no idea.
 25 Q. Do you even recall when the -- who handed

1 the jewelry to the bank to put in the vault? Do you
 2 remember that transaction? Because obviously they
 3 asked for it for collateral for the loan.
 4 A. If I did the loan, I guess I handed it.
 5 That would presumably be.
 6 Q. I'm presuming. I don't have the notes way
 7 back, but it was prior to 2004. In fact, I think it
 8 says on the ledger maybe we got it back in '93. And
 9 now that I think of it --
 10 A. Okay.
 11 Q. Okay.
 12 MR. DICKEY: It was June. I think
 13 June Redi was the one that signed it in.
 14 She was over at the Sixth Street location.
 15 Q. (By Mr. Wilhelmi) What's the next piece?
 16 A. After the second one?
 17 Q. I guess that would be the third one.
 18 A. 18 gold, 2,600, and it's a little bitty
 19 thing.
 20 Q. 2,600.
 21 A. I guess it's 2,600.
 22 Q. That's what I saw.
 23 A. Unless it's 26,000. It's 2,600.
 24 Q. Do you know who prepared this sheet?
 25 A. No.

1 Q. Okay. But that's your signature on there,
 2 correct?
 3 A. Yeah. It looks like my signature. I
 4 don't know what the signature is for, what it's
 5 asking.
 6 Q. Would an appraiser have -- because it's
 7 very detailed about --
 8 A. I would think -- I would think it had to
 9 have been something like that.
 10 Q. But, again, I'm just surprised they didn't
 11 put a value on those other items.
 12 A. I'm being handed one sheet. So I don't
 13 know if there were other documents with this. I
 14 don't know. This sheet doesn't have that.
 15 Q. What's the fourth thing on there?
 16 A. The pin platinum.
 17 Q. Does it say "pin platinum"?
 18 A. It says "bar pin platinum." 1.44.
 19 Q. Do you recall what that piece looked like
 20 or anything?
 21 A. It's early 20th century. So it's an old
 22 one. So I guess an antique somewhere or something
 23 like that.
 24 Q. And do you recall buying it to begin with?
 25 A. You know, I can see a description of it.

1 And when I look at it and reading it, I can kind of
 2 get a picture on it. But that's all I can tell you.
 3 It says 28th century. Age of piece greatly. 20th
 4 century piece. Appears to be original age of piece.
 5 So I guess it's original box or something.
 6 Q. Okay. So no idea of value on it?
 7 A. My guess would be as good as yours, Mr.
 8 Wilhelmi.
 9 Q. All right. So we know from this sheet --
 10 did you ever put this sheet in?
 11 MR. PLAYER: No.
 12 MR. WILHELMI: Might as well go ahead
 13 and put it in, I guess. This is our ledger
 14 we use in the bank when people remove
 15 something.
 16 Q. (By Mr. Wilhelmi) This is a ledger that
 17 I've blown up. I sent you a copy of it before. So
 18 this seems to indicate that March 9, 2004, is when
 19 the jewelry was removed. But you have no
 20 recollection of that?
 21 A. May I --
 22 Q. And your signature is not on there. It
 23 just has your name listed on there.
 24 A. Okay. Just so I understand the question.
 25 Q. Now the question is --

1 A. Go ahead.
2 Q. Those are our records.
3 A. What does this mean? I don't know what
4 this means, what I'm looking at. Please tell me what
5 I'm looking at.
6 Q. You had a safety deposit box with the
7 bank, correct?
8 A. Yes.
9 Q. This is the vault?
10 A. I understand that. That's totally
11 different.
12 Q. So when the bank takes items --
13 A. I understand that.
14 Q. -- they put it in the vault.
15 A. Okay.
16 Q. This is the ledger the bank keeps to
17 document when stuff is put in or taken out.
18 A. Okay.
19 Q. And so what this says it says Abdulla,
20 Sohail three things: Broach. 5-29-97 shows how long
21 it's been in there.
22 A. Okay.
23 Q. Then it says "Rel."
24 A. What does that mean?
25 Q. That's the release. That's because they

1 didn't have room to write "release." Released March
2 9, 2004.
3 A. Okay.
4 Q. And then right next to it are two initials
5 of two different people who work at the bank because
6 you couldn't just walk into the vault yourself
7 because it's a bank vault.
8 A. Then how did I steal it?
9 Q. Well, and that's the question. We don't
10 know.
11 A. Okay. Did you report it to the FBI? I
12 mean, really, did you report it to the FBI? Did you
13 ever ask me about it?
14 Q. No, we didn't bother to ask you even after
15 we found out about it.
16 A. Why?
17 Q. Because it looked like you took it out.
18 A. Why did you say I stole it?
19 Q. Because you're assuming we stole it.
20 A. Let me get this right. If I say that's --
21 Q. If you're filing a claim against us to get
22 reimbursed for it.
23 A. You also told the bankruptcy court you all
24 had it. When I asked you about it, you said I stole
25 it. And according to every record, you had it. Now

1 I'm handed this piece of paper and that says I took
2 it in 2004. So in actuality, I stole it 3 years
3 before you all filed the paperwork.
4 I'm just going by your words.
5 Q. That's correct.
6 A. Okay. Three years before I -- I stole it
7 3 years before. And according to what Mark said,
8 yes, I stole it. And then in 2007 when I filed the
9 bankruptcy, you all had everything examined and found
10 out it was missing. Never told me. And then you all
11 did a renewal note a year later, over a year later.
12 And never put it on it. Never told the bankruptcy
13 court.
14 Q. Actually it wasn't a year later. We
15 renewed the loan within months of when you filed.
16 A. No, but I say year of afterwards. So I
17 filed the chapter -- it was done on 3 -- in the third
18 month.
19 Q. Of 2007?
20 A. Yeah.
21 Q. Okay.
22 A. So we got April, May, June, July, August.
23 Say 5 months, 6 months. All I'm saying is your
24 letter said immediately after you knew about it. So
25 if you knew about it, I don't know why you put it in.

1 I'm not saying you stole it. I'm saying according to
2 you're saying is you all had it and I stole it. And
3 then you tell me that I stole it in 2004. That's all
4 I can answer on that.
5 Q. Okay.
6 A. And that's what my question. I just want
7 to know what happened.
8 Q. So the question to you is --
9 A. Uh-huh.
10 Q. -- you don't recall going to the bank and
11 signing out the jewelry?
12 A. I don't see where I signed it out.
13 Q. You don't? Two people initialed there.
14 A. I'm asking you.
15 Q. Your signature is not there.
16 A. Oh, yeah. But what I'm asking you is how
17 can I sign something out that I haven't paid off.
18 Because if I remember what Mr. Dickey said that
19 somebody has to release it, and like you said, I
20 can't go into the vault. If I couldn't go into the
21 vault and nobody released it, I'm better than Mission
22 Impossible.
23 Q. So do you think you asked somebody in the
24 bank to release the jewelry? Because we had a lot of
25 other collateral. We had the real estate, business.

1 A. Then if I take your premise to be a fact,
 2 then I never stole it.
 3 Q. Right.
 4 A. Yeah.
 5 Q. And, again, and I'll just put it on the
 6 record. You didn't steal it --
 7 A. That bothered me, Ralph. If I said that
 8 to you, Ralph, you'd be PO'd.
 9 Q. It bothers us. Our records show you got
 10 the jewelry and it comes back that you're accusing us
 11 of taking your jewelry. We then determined that it
 12 was signed out to you. So if it got signed out to
 13 you, you didn't steal it.
 14 A. Have you read your answer? Have you read
 15 the answer I filed?
 16 Q. Yes.
 17 A. In it you say I steal it. So if you knew
 18 I didn't steal it, why did you put it in there? I've
 19 been blamed for stuff I didn't do.
 20 Q. You blamed us for stuff.
 21 A. All I asked you for my documents. You
 22 said this is on Pacer. Is this on Pacer? It's not.
 23 Q. But you had this before we ever filed the
 24 suit.
 25 A. I'm telling you I did not -- I asked for

1 my documents, and you said my document was on Pacer.
 2 Was this on Pacer? The answer is no.
 3 Q. So what does the Pacer, the other
 4 documents have to do with the jewelry, the lawsuit
 5 pending right now? You're asking for an unspecified
 6 amounts for jewelry.
 7 A. Yeah.
 8 Q. So you're accusing us of taking the
 9 jewelry; is that correct?
 10 A. Let me clarify the best way I can.
 11 Q. Okay.
 12 A. I asked for an accounting of my stuff.
 13 You did not give me my accounting of my stuff. What
 14 my stuff sold for, what my default letters are for
 15 whatever. Okay. The jewelry is something that you
 16 all said you had. So if have it, where is the credit
 17 for it. And if you didn't give me credit for it,
 18 well, if you say it's theft, I believe you. It's
 19 theft.
 20 Q. But you knew before you filed the suit
 21 that you -- we already told your attorney that it was
 22 signed out.
 23 A. No. You said I stole it.
 24 Q. Right. But we didn't bring the suit
 25 against you. You brought the suit after we showed

1 this and gave it to your attorney and said you signed
 2 it out in 2004. Then you brought a suit, and the
 3 only thing in the suit is alleging that we took your
 4 jewelry and you want money for it.
 5 A. Because you said I stole it.
 6 Q. Okay. So if we take out the word "stole,"
 7 does that make everything --
 8 A. I still want an accounting for all of my
 9 things regardless. I'm sure Ralph would want it.
 10 All I want is an accounting. Is it that much to ask
 11 for?
 12 Q. Again, I had a detailed letter I sent to
 13 your attorney a couple years ago showing what stuff
 14 was sold for and now we're --
 15 A. Please show me that. I haven't seen that
 16 letter. The only letter I saw was the one where you
 17 said you mentioned the condominium and you mentioned
 18 the Columbia County property. That's all you
 19 mentioned.
 20 Q. Okay. I actually saw that letter in here.
 21 A. Please show me what you sold the cars for.
 22 Q. Well --
 23 A. That's the question. I don't know. You
 24 all know, Ralph. But I don't know.
 25 THE COURT REPORTER: One at a time,

1 please.
 2 MR. DICKEY: Can I ask a question?
 3 MR. WILHELMI: Sure.
 4 MR. DICKEY: What happened to all the
 5 things that they, the people got out of
 6 your home? Do you have accounting of all
 7 of that?
 8 THE WITNESS: No, I don't.
 9 MR. DICKEY: Those are the people
 10 that really -- because those were the
 11 people that -- we were your friends. These
 12 people, you know that.
 13 THE WITNESS: I agree with that.
 14 MR. DICKEY: There again, you told me
 15 I think at one point in our conversations
 16 because I know that bothered you because
 17 you know they came in your home when you
 18 were apparently overseas. They sold your
 19 rugs. They took everything out.
 20 THE WITNESS: No. I found out who
 21 stole my rugs. Guess who stole my rugs.
 22 Southern Bank did.
 23 This is a great story. How about
 24 this? You filed -- Mr. Wilhelmi, you're
 25 going to love this. Maybe --

1 MR. DICKEY: It's not --
 2 THE WITNESS: Whatever I tell you,
 3 you can check it.
 4 Mr. Wilhelmi filed a motion to sell
 5 my personal items, okay, with the
 6 bankruptcy court. His motion was denied.
 7 All right. Southern Bank --
 8 Q. (By Mr. Wilhelmi) I filed a motion?
 9 A. Personal items at the store.
 10 Q. The trustee filed.
 11 A. No, sir. You did. You can look it up.
 12 If I'm wrong, you can correct me. Make a note of
 13 that, please. You all filed a motion to sell my
 14 stuff. Judge Dallas denied it. You all still went
 15 and sold it. That's one thing, Ralph.
 16 And the second thing, remember what my
 17 deer antlers were worth? Remember we had it
 18 appraised because you kept getting asked that
 19 question of what they were worth. So we made a list.
 20 What we did to help you with the figures, we got
 21 proof of what antlers sold for. So we came up with a
 22 number of 250,000. Do you know your attorney filed a
 23 motion with Judge Dallas and said they were only
 24 between 10 and \$25,000. That is 4 to 9 percent of
 25 the value of what they actually were.

1 Q. Well --
 2 A. I'm just telling you what is on the
 3 record. You can look at it, Ralph.
 4 Q. I may have put something in there because
 5 they had an auctioneer come. They determined a whole
 6 bunch.
 7 A. There it is. Tell them those antlers were
 8 real. They were a hundred percent real. I never
 9 inspect them before. I inspected --
 10 (Multiple people talking at the same
 11 time.)
 12 THE WITNESS: None of them were fake
 13 because you know what? Whoever scammed
 14 those antlers, they faked it. They were
 15 \$250,000. My rugs were sold in it. My
 16 other mounts were sold in the auction. My
 17 automobile parts were sold in the auction.
 18 These are all of my personal things. And
 19 Judge Dallas said you can't sell it, Mark.
 20 And I was amazed. Why would you all break
 21 a court order?
 22 UNIDENTIFIED SPEAKER: We got no
 23 credit for any of that.
 24 THE WITNESS: I know. But your
 25 attorney should be --

1 Q. (By Mr. Wilhelmi) I'll let you pull it
 2 after. We're not going to tie up this deposition.
 3 But again, the trustee --
 4 A. If I am wrong, I apologize.
 5 Q. I never filed any motion to sell rugs or
 6 anything like that. The trustee filed a motion to
 7 liquidate everything, and I may have filed some
 8 response. I didn't even know you had rugs in there.
 9 A. Yes.
 10 Q. Everything that was sold in the auction
 11 was sold by the auctioneer.
 12 A. Yes. But what I'm saying --
 13 Q. To which a secured bank would hold an
 14 interest.
 15 A. To get my personal items you would have to
 16 sue me for a deficiency. You asked Judge Dallas to
 17 sell my personal items. In it you mentioned the
 18 antlers. Do you know what Corwin said in his
 19 deposition?
 20 Q. And we didn't get to sell the antlers. If
 21 I recall in fact Henrys --
 22 A. How did they get it? I don't know that
 23 either.
 24 Q. We didn't because we didn't have a secured
 25 interest.

1 A. But all I'm saying to you if I'm wrong --
 2 MR. WILHELMI: Am I missing something
 3 about me filing?
 4 MR. PLAYER: You filed a motion.
 5 MR. WILHELMI: What did my motion
 6 say? Was it a position for relief?
 7 MR. PLAYER: I've got -- you wanted
 8 to sell his personal items that were found
 9 in the store, and that's part of the
 10 discussion between -- in this e-mail with
 11 Trotter or whatever because it was after.
 12 Because he -- at the same time Henrys is --
 13 they're pursuing their issues in the
 14 Columbia issue, what is Columbia County
 15 getting, what is the auctioneer's getting.
 16 The e-mail was. You've got a secured
 17 interest but we're --
 18 MR. WILHELMI: So Henrys took all of
 19 the personal stuff.
 20 MR. PLAYER: Yeah.
 21 THE WITNESS: They took the antlers
 22 and my guns.
 23 MR. PLAYER: According to their list,
 24 there's a lot of stuff missing and some of
 25 that stuff was miss --

1 THE WITNESS: Docket number 439.
2 MR. PLAYER: I think what your motion
3 was there's all this stuff in here, and we
4 don't know whose it is. And we want to
5 sell it under our inventory UCC, and Judge
6 Dallas said whatever is clearly personal,
7 you can't sell.
8 THE WITNESS: And you sold it anyway.
9 Q. (By Mr. Wilhelmi) Didn't you just hear
10 what I said? We didn't sell it.
11 A. But you got the proceeds from it.
12 Q. Hm-mmm.
13 A. Of course you did.
14 Q. Henrys took --
15 MR. PLAYER: Let's not fight.
16 THE WITNESS: I can show you
17 documents. Coleman admitted in the
18 deposition he also broke the court record.
19 But that's not here or there. It's easy
20 way to look up. Look up docket number 439.
21 Q. (By Mr. Wilhelmi) So --
22 A. Yes.
23 Q. -- the bottom line is what do you want
24 from the bank?
25 A. An accounting for everything that I owned,

1 please.
2 Q. And then once we give that to you and it
3 shows that we have a loss --
4 A. Okay.
5 Q. -- is that going to be the end of it?
6 A. Yes. In my case. But if it is not a
7 loss, then what? What if it's a gain?
8 Q. Well, I can tell you the sheet you're
9 using --
10 A. I understand. Forget that. I will do
11 what my attorney tells me. But I would like to get
12 an accounting. If you will send me that, an
13 accounting, because, Ralph, we wouldn't be sitting
14 here today.
15 Q. Well, I sent this letter to your attorney
16 2 years ago.
17 A. Okay.
18 Q. It had a pretty good thing about the
19 foreclosures.
20 A. Only mentioned two properties.
21 Q. So you have never seen this letter then?
22 A. I saw all of the letters.
23 Q. Track 3 is --
24 A. Correct.
25 Q. Foreclosure and charge-off?

1 A. Yeah. And believe me. For all that time,
2 Ralph, I've been adding the numbers, and it doesn't
3 work. And all I need is to show me how it works.
4 That's all I'm asking. And I think if that's too
5 much, I'm sorry. I apologize.
6 Q. How about the safety deposit box?
7 A. Yeah. How about the safety deposit box.
8 Q. What did you keep in it? Your name was on
9 it.
10 A. Like I said before, I kept jewelry. I
11 kept gold. I had cash. I have stuff like that in
12 it.
13 Q. Okay.
14 A. And I don't understand why you all drilled
15 it without letting me know.
16 Q. So you had gold?
17 A. Gold.
18 Q. And cash?
19 A. And jewelry. And Ralph and the girls knew
20 about it. Every time they'd want to try it on and
21 you know that.
22 MR. DICKEY: No. I don't know about
23 that.
24 THE WITNESS: I'm telling you.
25 MR. DICKEY: I missed out on that.

1 (Multiple people talking at the same
2 time.)
3 MR. PLAYER: You don't remember
4 trying those on?
5 The Court Reporter is going to --
6 Q. (By Mr. Wilhelmi) So I guess that begs
7 the question then the box has not been paid on in
8 10 years, okay? But you think it had gold, cash, and
9 jewelry?
10 A. You asked me what was in the box.
11 Q. Right. And that's all of your personal
12 belongings in there?
13 A. Yes.
14 Q. You had a key for that box?
15 A. Correct.
16 Q. Did anybody else have a key for that box?
17 A. No.
18 Q. Did your wife have a key?
19 A. No.
20 Q. So if all of that was in there, why not at
21 some time did you ever have a reason to go from --
22 A. The reason is I didn't even know about
23 that. You all just drilled it. Until you told me, I
24 didn't know that box. I thought that since
25 everything of mine was gone, my safety deposit box is

1 gone because I never got a letter. Okay. And at
2 that time, Mr. Player was representing me. And you
3 could have told Mr. Player, hey, we still have his
4 box. He hasn't paid for it for 10 years. What do
5 you want to do with it? You know. You never did
6 that. You just drilled it out. Yeah. And I -- I
7 didn't know about it until then.

8 Q. So the bottom line is in 10 years since it
9 was 10 years, you never looked in it if you had the
10 key for it?

11 A. Yup.

12 Q. And it wasn't listed in any of the loan
13 documents we had a security in?

14 A. Yes.

15 Q. Why if it's worth -- sounds like it's a
16 lot of value.

17 A. A lot of value. Trust me.

18 Q. But you never had any concern about it
19 until I brought it up last year?

20 A. No. You're incorrect on that. It's not
21 that I did not have concern about it. It's if all
22 the word drawer, I don't know if it's the word
23 underwear. If I didn't know where that was, I
24 thought everything was taken. I didn't know if
25 Trotter got it. I didn't know if you got it. But

1 since I knew you foreclosed on every one of my notes
2 almost spontaneously and you said there was a
3 deficiency, I would think the bank would drill it out
4 and take possession of my contents. And you said you
5 did not have a key. You had better than a key. You
6 had a drill bit.

7 Q. Right, because we've been curious why that
8 box was unattended for 10 years.

9 A. Why you all kept it open.

10 Q. Nobody bothers to look at it when people
11 have a box. I'm sure the bank is not every day.

12 A. I'm sure you'll send out bills. You knew
13 I wasn't around.

14 Q. Right.

15 A. All I'm saying is I didn't know the box
16 was still left until you said you all just drilled
17 it. So I don't know.

18 Q. Of course.

19 A. You don't have the right to go into my
20 box.

21 Q. You just said we had the right to go into
22 it.

23 A. No, no, no, no, no. I said I called.

24 Just like this default letter I didn't get. I
25 thought that you all sent me a default letter that I

1 didn't get and you already got my box. So I didn't
2 know you did not get my box until then. Okay. So I
3 knew so for 10 years there was nothing done with my
4 box which was astonishing to me.

5 Q. It was to us, too.

6 A. Okay. Well, that's something you need to
7 look at.

8 Q. And then we found there was not even a box
9 in there. The whole thing inside was gone.

10 A. That is a good question, isn't it?

11 Q. You're the only one that had a key? Your
12 wife had a key?

13 A. You asked me that before. I'll say it
14 again. No, she did not have a key. So if she came
15 in she --

16 Q. So when we opened it, we drilled it
17 because we --

18 A. Why did you not tell me before you drilled
19 it? We wouldn't be sitting here right now.

20 Q. We wouldn't be sitting here right now?

21 A. About the safety deposit box.

22 And another thing is you know what you
23 said. You all said you all lost all the signature
24 cards on it. Okay. You all said there's no more
25 signature cards. Yeah. If you read your letter, you

1 said you lost the signature cards on that.

2 Q. I don't recall that.

3 A. In the safety deposit box are --

4 Q. The metal box was gone and the only thing
5 in there was signature cards?

6 A. No, no, no. You said you don't have that.
7 Well, because if you -- I'm giving you an example.

8 If you said basically like everybody else, not Ralph,
9 that I absconded and ran away, I would have to come
10 in there and I didn't run away. I didn't have a

11 one-way ticket. I had a two-way ticket. I didn't
12 come back because my attorney said not to come back.

13 I came back because of this man. There was a
14 frivolous lawsuit filed by Klazinski. That's why I
15 didn't come back.

16 Q. What frivolous --

17 MR. PLAYER: Fraudulent transfer of
18 case that you when you sued everybody to
19 claw back.

20 MR. WILHELMI: The one that the
21 trustee brought.

22 (Multiple people talking at the same
23 time.)

24 THE WITNESS: You -- you should have
25 never gotten sued. I made a promise to

1 you, Ralph.
 2 MR. DICKEY: 2 years.
 3 THE WITNESS: You can't do that.
 4 (Multiple people talking at the same
 5 time.)
 6 MR. DICKEY: 28 people. We won but
 7 we lost.
 8 THE WITNESS: But the whole thing you
 9 all should never have been sued to begin
 10 with. If you're not an insider, you can't
 11 be sued. And I learned all of this after
 12 reading about those books.
 13 Q. (By Mr. Wilhelmi) The bottom line is you
 14 want an accounting.
 15 A. Right.
 16 Q. But you didn't know what was in the vault?
 17 A. Who didn't?
 18 Q. You didn't.
 19 A. I didn't say I didn't know.
 20 Q. Yes, you --
 21 A. I said to you was -- just if you're not
 22 clear, I'll repeat myself again.
 23 Q. Okay.
 24 A. I knew the jewelry was in there, okay,
 25 because the claim shows the jewelry in there. The

1 bankruptcy claim. So I knew the jewelry was in
 2 there. What I did not know was in there when your
 3 letter sent to us said and other -- you said I stole
 4 the jewelry and the other collateral. I did not know
 5 what you meant by that. So if there is other stuff,
 6 then this is not the only sheet of paper. I need to
 7 see the other sheets of paper so what else I
 8 supposedly stole. I'm using the word "stole" again
 9 and again and again because it really, really, really
 10 stuck in my craw.
 11 Q. I guess maybe the reason I used the word
 12 "stole," but do you recall that house up in Columbia
 13 County? Do you recall directing Ricky to strip that
 14 house and hide everything in the mobile home?
 15 A. Not at all.
 16 Q. Because that's what he told us.
 17 A. Well, Ricky -- and he knows Ricky and
 18 Ralph knows me. Ralph could testify.
 19 Q. Okay.
 20 A. Okay.
 21 Q. Again, that's when you were gone. We
 22 didn't know where you were.
 23 A. Let's look how plausible it is.
 24 Q. It's really not germane.
 25 But, again, I'm just bringing up the point

1 but technically, the bank was insulted that that was
 2 happening.
 3 A. Then he should have arrested Ricky if he
 4 had had possession on it. What happened to the --
 5 what happened to the log cabin anyway? You all sold
 6 it.
 7 Q. The what?
 8 A. The log cabin.
 9 Q. Mobile home on your property. You
 10 stripped plumbing and pipes and everything?
 11 A. You should have arrested him. If you
 12 haven't arrested, there's statute. You should arrest
 13 him. And if I told him to do it, you should arrest
 14 me.
 15 Q. So that's kind of where that goes to. But
 16 here we are.
 17 MR. PLAYER: You don't get to ask
 18 questions.
 19 Q. (By Mr. Wilhelmi) I'm trying to figure
 20 out what we're trying to accomplish with this
 21 lawsuit. You want an accounting?
 22 A. Yes.
 23 Q. You don't know what it was worth?
 24 A. You told me.
 25 Q. Don't you know? You like to talk fast.

1 A. Sorry.
 2 Q. And you know that's the way you keep doing
 3 it.
 4 A. Sorry.
 5 Q. But the bottom line is, 10 years later the
 6 bank has a tremendous loss. But you're suing us for
 7 the jewelry in a vault. And even if the jewelry is
 8 worth what you guessed it was worth, it still doesn't
 9 amount to what we lost. And that's the other point I
 10 wanted to make you understand that your loan document
 11 says that was collateral for your loans, correct?
 12 A. The jewelry was, yes.
 13 Q. So the bottom line is we had the right to
 14 take that jewelry.
 15 A. I just said that.
 16 Q. Right.
 17 A. So if we had the right to take it, even
 18 though I've told you we haven't taken it, and you say
 19 you don't recall taking it, what are we spinning our
 20 wheels for? Because if we had taken it, we would
 21 have given you credit for whatever it was worth and
 22 applied it to the loans. But, again, 10 years ago
 23 after you're in the bankruptcy, there is nothing in
 24 there. So there wasn't anything to do. But now
 25 10 years later, your lawsuit accuses us of taking it.

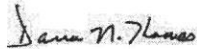
1 And you want damages for it. That's what the lawsuit
 2 says. It has everything to do with the safety
 3 deposit box.
 4 Am I saying that correctly, Tucker?
 5 MR. PLAYER: Um-hmm.
 6 THE WITNESS: Just to get it clear in
 7 my head. You said you all would have given
 8 me accounting if it was taken, correct?
 9 Q. (By Mr. Wilhelmi) If we would have taken
 10 it.
 11 A. All of my other stuff was taken, and I
 12 still don't have an accounting.
 13 Q. Well --
 14 A. That's all I'm saying. I don't have any
 15 accounting.
 16 MR. PLAYER: That's what we're going
 17 to work on.
 18 THE WITNESS: I don't have any
 19 accounting. If you had given my paperwork
 20 and answered my questions, we wouldn't be
 21 sitting here.
 22 MR. PLAYER: Not to testify for him,
 23 but essentially, you know, we dispute the
 24 -- what the bank claims is a loss. And if
 25 that can be demonstrated, then it certainly

1 changes the position in this case as to
 2 whether the jewelry is pertinent at all.
 3 MR. WILHELMI: Right. But, again,
 4 the other reason we brought the
 5 counterclaim, if we had the jewelry, we
 6 would have used to offset it. We don't
 7 even have the right to sue for the 363,000.
 8 You understand that, don't you? So if my
 9 answer says, I'm claiming 363,000, that is
 10 not correct. Because under the Georgia
 11 law, those properties we foreclosed on. I
 12 mean on our books that's what we're showing
 13 our loss. The only way I can sue for loss
 14 on real estate is loss for sale, which you
 15 say never was completed.
 16 The bottom line is we knew we were
 17 never going to get anything out of Mr.
 18 Abdulla anyway.
 19 MR. PLAYER: Never saw a deficiency.
 20 Q. (By Mr. Wilhelmi) Right. We don't see a
 21 deficiency. Now all of a sudden, the bank is getting
 22 sued for jewelry we know we don't have. And yet here
 23 we are 10 years later. We know whatever that -- why
 24 didn't we all go on our own ways?
 25 A. One more thing to correct you. I may be

1 totally wrong. Just to correct you. You said in
 2 your letter, I -- presumably the jewelry was
 3 presumably given to me. So it says it may not have
 4 been given to me. Just to be clear on that.
 5 Q. And today -- by the way, everybody is
 6 under oath, right? Let's make sure he's been sworn
 7 in.
 8 SOHAIL ABDULLA,
 9 having been duly sworn, was examined and has
 10 testified and continues to testify as follows:
 11 Q. (By Mr. Wilhelmi) So you're here under
 12 oath saying what you know about it.
 13 A. Yes.
 14 Q. We're here under oath saying what we know
 15 about it.
 16 A. Both of us can be right.
 17 Q. Well, or both could be wrong. The problem
 18 is we know we don't have the jewelry.
 19 A. Yes.
 20 Q. You're saying you don't have the jewelry?
 21 A. Yes.
 22 Q. And we don't --
 23 A. When I'm saying yes, I'm listening to what
 24 I'm saying, but I'm not agreeing with what you're
 25 saying. And my only point, my only point is if I had

1 an accounting, okay, I wouldn't be here.
 2 And there's a very famous man that said
 3 something that I just remembered. If Mr. Abdulla
 4 owes us, he'll pay us. And the famous person who
 5 said that would be Mr. Dickey. So if I owe you, and
 6 you would have let me know I owed you I would have
 7 paid you until the day I died. Okay. So for you to
 8 say that you knew I wasn't paying, you are saying
 9 that Ralph made a wrong statement. And I disagree
 10 with you.
 11 MR. WILHELMI: Okay. This concludes
 12 the deposition.
 13 (Deposition concluded at 2:00 p.m.)
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 DISCLOSURE
2 DEPONENT: SOHAIL ABDULLA
3 STATE OF GEORGIA
4 COUNTY OF RICHMOND
5 Pursuant to Article 10.B. of the Rules and
6 Regulations of the Board of Court Reporting of the
7 Judicial Council of Georgia, I make the following
8 disclosure:
9 I am a Georgia Certified Court Reporter. I am
10 here as a representative of Augusta Scribes Court
11 Reporters, LLC.
12 Augusta Scribes Court Reporters, LLC, was
13 contacted by the offices of Mark L. Wilhelmi to
14 provide court reporting services for this deposition.
15 Augusta Scribes Court Reporters, LLC, will not be
16 taking this deposition under any contract that is
17 prohibited by O.C.G.A. Sec. 15-14-37(a) and (b).
18
19 Augusta Scribes Court Reporters, LLC, has no
20 contract/agreement to provide reporting services with
21 any party to the case, any counsel in the case, or
22 any reporter or reporting agency from whom a referral
23 might have been made to cover this deposition.
24 Augusta Scribes Court Reporters, LLC, will charge its
25 usual and customary rates to all parties in the case,
and a financial discount will not be given to any
party to this litigation.
Dated: 03/15/2018; Dana N. Thomas, CCR 2868, RMR

1 C E R T I F I C A T E
2 STATE OF GEORGIA:
3 COUNTY OF RICHMOND:
4 I hereby certify that the foregoing transcript
5 was taken down, as stated in the caption, and the
6 colloquy, questions, and answers thereto were reduced
7 to typewriting under my direction; that the foregoing
8 pages 1 through 60 represent a true, complete, and
9 correct transcript of the evidence given.
10 The above certification is expressly withdrawn
11 and denied upon the disassembly or photocopying of
12 the foregoing transcript, unless said disassembly or
13 photocopying is done under the auspices of Augusta
14 Scribes Court Reporters, LLC, and the signature and
15 original seal is attached thereto.
16 I further certify that I am not related to or
17 are of counsel to the parties in the case; am not in
18 the regular employ of counsel for any of said
19 parties; nor am I in any way interested in the result
20 of said case.
21 This, the 30th day of March, 2018.
22
23
24 
25 DANA N. THOMAS CCR 2868, RMR



Tucker Player <tucker@playerlawfirm.com>

Sorry for the delay

1 message

Tucker Player <tucker@playerlawfirm.com>
To: mark@markwilhelmilaw.com

Fri, May 19, 2017 at 11:05 AM

I've been out with a wife who had surgery and lots of travel.

I understand the claims of the bank and I have my own concerns about some of the issues. Can I just send you some general discovery requests to see your proof with regards to the removal of the jewelry? It may expedite the disposition of the case. My client is convinced that discovery will "blow this thing wide open." If nothing is there, then my advice will be for this to go away immediately. I will just send the standard discovery stuff to appease him and you send me the proof that he took the jewelry in 2004. It will save us both a lot of time and effort if we can resolve it that way.

Let me know.

Tucker S. Player
Player Law Firm, LLC
1415 Broad River Road
Columbia, SC 29210
ph: 803-772-8008
fx: 803-772-8037
email: tucker@playerlawfirm.com

The secret of freedom lies in educating people, whereas the secret of tyranny is in keeping them ignorant.

The information in this message is protected by the **Attorney Client Privilege and/or Attorney Work Product Doctrine** and is intended only for the use of the individual(s) named above. This message should not be forwarded without my permission. If this message is received in error or otherwise by someone other than the addressee, please contact me at the above number(s) and return the message or destroy it.

RECEIVED

Jul 30 2020

SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

HON. MAITE M. MURPHY, CIRCUIT COURT JUDGE
Civil Action No.: 2017-CP-02-00283
Appellate Case No.: 2019-001142

SOHAIL ABDULLA APPELLANT

VS.

SOUTHERN BANKRESPONDENT

CERTIFICATION OF COUNSEL

I hereby certify that the Record on Appeal conforms with the applicable Rules and does not contain any irrelevant information. All parties consented to the submission of this Supplemental Record.

/s/Tucker S. Player
SCB#: 16217
PLAYER LAW FIRM, LLC
1415 Broad River Road
Columbia, SC 29210
803-315-6300
tucker@playerlawfirm.com
Attorney for Appellant