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WITNESSES

PAGE

(NO WITNESSES INTRODUCED DURING HEARING)

(NO EXHIBITS INTRODUCED DURING HEARING)

1 THE COURT: Benita Dinkins verses Alan Ratner.

2 And, Mr. Doby, this is your motion to dismiss, sir?

3 MR. DOBY: It is, Your Honor. Your Honor, May it  
4 please, the Court? I would like to address one issue. Ms.  
5 Robinson apparently faxed me some document about 9:45 last  
6 night, it looks like. Your Honor, and one of the things  
7 that she alleges in here that I've got a conflict of  
8 interest, I would like to address that, Your Honor.

9 Your Honor, I have never done any work for Project  
10 Reach. Never had anything to do with any transaction with  
11 Alan Ratner other than I represented Mr. Ratner as part of  
12 the foreclosure action that was filed in this case.

13 Your Honor, I have in the past represented Ms.  
14 Robinson. It has probably been at least ten years since I  
15 have represented Ms. Robinson. Your Honor, there's, there  
16 is no conflict of interest in that. I take offense at the  
17 allegation of the conflict of interest and so I would like  
18 to address that to start with, Your Honor.

19 THE COURT: Um, ---

20 MR. DOBY: Your Honor, this is my motion to  
21 dismiss ---

22 THE COURT: Mr. Doby, let me just ask you, you  
23 represented her in a matter totally unrelated to this  
24 matter?

25 MR. DOBY: Totally unrelated to Project Reach.

1 Anything to do with -- anything that can gingerly related  
2 to this action, Your Honor.

3 THE COURT: Do you want to respond to that, ma'am?  
4 I don't have that document.

5 MS. ROBINSON: I faxed it to your office. It was  
6 late. But before we even get to that point I'll be glad to  
7 respond to him. I also faxed that and I retained Mr. Watson  
8 as counsel. So I'm going to ask that we move again -  
9 here's a copy of the retainer and a notice of appearance -  
10 he is in court in Lexington right now, in Family Court, but  
11 I'll be glad address the conflict of interest, one of the  
12 things he told me too add in it and what ---

13 THE COURT: Has this been filed with the court,  
14 ma'am, this notice of appearance for Mr. Watson?

15 MS. ROBINSON: I filed it with your office. I'm not  
16 sure if he's actually filed it for the record with the  
17 court's but I can get it filed ---

18 THE COURT: You may have faxed it to my office.  
19 It's not filed until you send it to the clerk of -- you  
20 can't just send me documents I don't file things for  
21 people.

22 MS. ROBINSON: I -- I understand but I ---

23 THE COURT: So it's got to be filed with the court  
24 before he is -- before the clerk of court is going to  
25 recognize him as the attorney. He's got to file that.

1 MS. ROBINSON: Okay. I'll let him know that part but  
2 that's a copy of my retainer where I retained him  
3 yesterday. So at this point I'm going to ask for a  
4 continuance because my attorney is in court in Lexington  
5 and can't make it.

6 THE COURT: Well, I can't continue this on the  
7 basis on something that was faxed and has never been filed  
8 with the court, Ms. Robinson. And he should know better  
9 than anybody, he's not the attorney until he has notified  
10 the court that he is representing you.

11 MS. ROBINSON: I understand that but he -- I signed a  
12 retainer so as a client that would've been -- I just  
13 retained him.

14 THE COURT: Well, that's between y'all but again we  
15 can't the court can't recognize him as the attorney until  
16 he files something indicating that he is representing you.

17 MS. ROBINSON: Okay.

18 THE COURT: Mr. Doby, I'm be glad to hear from you,  
19 sir.

20 MR. DOBY: Thank you. May it please, the Court --

21 MS. ROBINSON: Do you want me to address that portion  
22 of the conflict of interest before he moves on?

23 THE COURT: Sure. What's the basis of your claim  
24 he's got a conflict?

25 MS. ROBINSON: Mr. Doby and I go back a long way so I

1 apologize if he takes it offense. But in every matter that  
2 I've ever had to deal with I have consulted with Mr. Doby  
3 even with the purchase of this actual building that's in  
4 question - not building but building I'll reference.  
5 Before I initially brought the building I consulted with  
6 Mr. Doby and Mr. Doby had represented Project Reach on  
7 several real estate deals. So he is mistaken to say that  
8 he did not represent Project Reach. Not only did he  
9 represent Project Reach - even on my other legal issues - I  
10 consulted with Mr. Doby who was my original attorney even  
11 regarding the payments that I had made to Mr. Alan Ratner.  
12 If I should go in any further it would be disclosing our  
13 client/ attorney privilege at that point. But I consulted  
14 with him even before I purchased the building. I also  
15 consulted with him regarding every transaction and  
16 consulted with him regarding some of the complaints that  
17 are in the petition.

18 THE COURT: Yes, sir?

19 MR. DOBY: Your Honor, that's simply not true.

20 Mrs. Robinson had a lawyer represent her at the transaction  
21 with Mr. Ratner. That was Mr. Watson, apparently, who was  
22 the attorney on record in that particular matter.

23 Your Honor, I represented Mr. Ratner in this  
24 foreclosure. This is the first time that I've heard of any  
25 alleged conflict in this case. Your Honor, I do not have a

1 conflict in this matter. I've done the conflict check when  
2 I took the case initially about the foreclosure. Ms.  
3 Robinson didn't allege a conflict at that time and I'm not  
4 sure where this allegation is coming from at this late  
5 hour. However, Your Honor, I allege that I do not have any  
6 conflict in this matter.

7 THE COURT: Okay. Well, again, I'm glad to hear  
8 your motion to dismiss.

9 MR. DOBY: May it please, the Court, Your Honor?  
10 I would like to go through the causes of action -- this is  
11 a 12(b) (6) motion to dismiss, Your Honor.

12 Ms. Robinson has alleged in this matter for a first  
13 cause of action, malicious prosecution, Your Honor. She's  
14 laid out that my client, Mr. Ratner, falsified some  
15 information that resulted in her being falsely convicted.  
16 Well, Your Honor, even taken that as being true on  
17 malicious prosecution, Ms. Robinson would have to show that  
18 there was an institution from the original traditional  
19 proceedings by Mr. Ratner, Your Honor, at his insistence  
20 and the termination of the proceedings were in favor of Ms.  
21 Robinson, that there was malicious institution in such  
22 proceeding. There was lack of probable cause resulting in  
23 injury or damage. Your Honor, the allegations of the  
24 complaint simply failed to allege that any of those things  
25 have occurred from Mr. Ratner. The most obvious one is,

1 Your Honor, that Ms. Robinson was convicted - and I'm not  
2 sure exactly what she was convicted of - but it was  
3 involving the use of some federal funds for a school for  
4 which she was convicted in federal court and sentenced to  
5 some incarceration, period of incarceration.

6 Your Honor, she has simply failed to allege proper  
7 allegations that would result in malicious prosecution even  
8 being allowed to go forward against Mr. Ratner. Your  
9 Honor, the allegations, um, Paragraphs 2, 3, 4, and sort of  
10 touching on 5 - but 2, 3, and 4, Your Honor talk about ---

11 THE COURT: I'm sorry when you say paragraph, are  
12 you talking about ---

13 MR. DOBY: I'm sorry. The causes of action 2,3,  
14 and 4 where Ms. Robinson in her amended complaint, Your  
15 Honor, talk about things that dealt with the foreclosure,  
16 Your Honor. Whether or not it was a proper foreclosure and  
17 whether or not the figures were correct and whether or not  
18 she was seeking some notice of some proceeding, Your Honor,  
19 and even the allegations involving negligence which would  
20 be the last cause of action other than a cause of action  
21 for punitive damages. Your Honor, all of those things deal  
22 with the foreclosure action that was filed in this case.  
23 Res judicata certainly would bar Ms. Robinson from bringing  
24 up any of those issues. Those issues were litigated under  
25 2014-CP-31-253 which was an action of Alan J. Ratner versus

1 Project Reach Ministries. There was an order from the  
2 special referee entered on June 4, 2014. There were some  
3 I, believe, Project Reach filed a bankruptcy action and  
4 stayed this for a period of time, it has resulted in an  
5 ultimate foreclosure sale on December 7, 2015. Your Honor,  
6 that foreclosing mortgage on a piece of property that  
7 Project Reach owned not Ms. Robinson.

8 Your Honor, Project Reach was the defendant in that  
9 case represented by Mr. Watson. They certainly could have  
10 litigated all of the issues that they're talking about in  
11 Paragraphs 2, 3, and 4, causes of action, 2, 3, 4 at that  
12 time, Your Honor. What the plaintiff can't do at this  
13 point is to come back and re-litigate those issues which is  
14 what she is attempting to do. Your Honor, I have  
15 copies of portions of all that record or that judgment that  
16 was entered in that particular case and I'll hand that up  
17 to the court ---

18 THE COURT: Yes, sir.

19 MR. DOBY: --- if it please, the Court? And I've  
20 given Ms. Robinson a copy of those as well, Your Honor. So  
21 it's clear in that, in that previous proceeding, Your  
22 Honor, that all of those issues and those causes of action  
23 have been dealt with. She can't come back and have another  
24 bite at the apple at this point.

25 Your Honor, what is, looks like, the fifth cause of

1 action, she's got it nominally captioned, as the third,  
2 talks about negligence of the defendant. Your Honor, in no  
3 part in that cause of action does she talk about what duty  
4 or what the duty of Mr. Ratner that was reached in that  
5 case. She talks about foreclosures. She talks about some  
6 amount of money that she says was taken from her. There's  
7 no allegations there was any duty on Mr. Ratner that was  
8 reached in that case.

9 Your Honor, the six cause of action is for what is  
10 captioned as punitive damages. Of course, there is no  
11 private, there is no cause of action just for punitive  
12 damages.

13 So, Your Honor, we would ask that the complaint at  
14 this point, on his face is so deficient, that it has to be  
15 dismissed. We're asking the court to dismiss it under those  
16 circumstances.

17 THE COURT: Okay. Ms. Robinson?

18 MS. ROBINSON: Yes, ma'am. If it pleases, the Court?  
19 Here's a copy of our response to the dismissal that we  
20 received papers for.

21 THE COURT: Okay. Has this been filed with the  
22 court?

23 MS. ROBINSON: It has -- it has not.

24 THE COURT: Okay. And have you given a copy to Mr.  
25 Doby?

1 MS. ROBINSON: Yes, ma'am, I have.

2 MR. DOBY: That was what was apparently faxed to  
3 my office at 9:54 last night, Your Honor.

4 THE COURT: Okay. Ms. Robinson, again, I'm glad to  
5 hear from you.

6 MS. ROBINSON: Yes, ma'am. A motion to dismiss under  
7 Rule 12 (b) (c) should only be granted only if it appear  
8 beyond a doubt, the plaintiff can not prove the set of  
9 facts of this complaint which would entitle to the relief.  
10 We believe we can prove every fact that was stated in the  
11 complaint. The most important thing without going through  
12 each complaint, each set of them is we're not -- we set the  
13 stage of what we felt was - not trying to re-litigate the  
14 foreclosure - what we really discussed is the illegal  
15 eviction of the case. Even after the foreclosure, Project  
16 Reach or, I am the agent of Project Reach, they served me  
17 the foreclosure notice but they never served us an eviction  
18 notice. We had over \$2 million worth of material and still  
19 have, I'm not sure what it is, of stuff in the building.  
20 What we're contesting is, is where is our stuff? We never  
21 received proper notice of eviction after Mr. Ratner regain  
22 possession of the building. Just like they served me in  
23 the foreclosure then they should have served the eviction  
24 and gave us time to get her stuff out. Project Reach was  
25 maintaining the building up until they changed the locks.

1 So we had no idea -- so we receive no proper notice of  
2 eviction. And that is cause of action 4, unlawful  
3 eviction. So that's -- so that's -- we discussed all that  
4 and I've discussed that with Mr. Doby that our main concern  
5 - and one of the reason is why Mr. Watson came in late is  
6 because I had already frequently talked to Mr. Doby - about  
7 our concern really was that we were not properly notified  
8 of an eviction. Mr. Ratner still has ownership of  
9 property/my material and we never received any proper  
10 notification that we can retain or where our stuff is.

11 On the first cause of action, and I understand that he  
12 stated and because I don't have all the legal experience, I  
13 mean, I just don't have it that's why I went back and asked  
14 Mr. Watson and only went to Mr. Doby because I thought we  
15 had a relationship because we were - that we would be able  
16 to negotiate this out. But on the first cause of action  
17 Mr. Ratner lied point blank purged himself during that  
18 proceeding. That perjury caused me additional harm and  
19 damages. What he told the court was and we can prove it  
20 that I, that we - that I - not Project Reach because they  
21 didn't say Project Reach they indicated me that I did not  
22 pay Mr. Ratner -- Mr. Ratner stated and I have the evidence  
23 to show according to the transcript that I, not Project  
24 Reach, only paid him \$45,000. In fact, I have receipts to  
25 show that I paid him over \$300,000 to include 1099 forms

1 that I filed with the courts.

2 THE COURT: And did you produce those during that  
3 trial?

4 MS. ROBINSON: They did not. That is why --- the  
5 trial on the bank accounts. Now, I even consulted with Mr.  
6 Doby and the only reason Mr. Doby did not represent me on  
7 that criminal case is because I could not afford the  
8 \$100,000 that he asked for. But we had already discussed  
9 that. The reason I know to get the receipts to back up  
10 what I paid Mr. Alan Ratner is because Mr. Doby told me to  
11 go pull all the receipts. So I had already discussed that.  
12 That's why I said it was a conflict of interest because  
13 even when they came -- he was the one that instructed me on  
14 how to outline the case. I just could not afford him. I  
15 think he's an excellent attorney. And I don't even think I  
16 would even have to go through the procedures had I had  
17 funds to prove it because he would have produced the  
18 evidence that I had.

19 THE COURT: Who was representing you in that trial?

20 MS. ROBINSON: Mr. Watson.

21 THE COURT: The one that you want representing you  
22 in this case.

23 MS. ROBINSON: Only because he's trying to right, make  
24 his right ---

25 THE COURT: Okay.

1 MS. ROBINSON: But I had already that's -- that's how  
2 I knew to go pull the evidence because I consulted with Mr.  
3 Doby with my board chair. He told me to go pull all the  
4 receipts to show dollar for dollar on who I paid and when.  
5 I discussed with him the fact that I had already and this  
6 had nothing to do with the foreclosure - that's where that  
7 part comes up. That's when -- that's why I say it's a  
8 clear conflict of interest. I have all due respect for Mr.  
9 Doby but I have consulted with him personally and business  
10 wise everything I've done.

11 THE COURT: Well, I mean, what he's saying, ma'am,  
12 is that even if all the facts that you've alleged are true  
13 and assuming that every fact that you've allege is true  
14 that, that's still not a legally recognized cause of  
15 action. In other words, if he lied during the course of  
16 your trial and you can prove it that was the time to do it.  
17 If there were defenses during the course of your  
18 foreclosure then you had to raise those in the foreclosure  
19 or appeal that decision if you disagreed with the special  
20 referee's decision. There's a process to appeal that.

21 MS. ROBINSON: And I did appeal ---

22 THE COURT: And what he's saying is you can't come  
23 back now in a separate action ---

24 MS. ROBINSON: And I understand that. And even though  
25 we did an appeal I'm not sure what happened during that

1 appeal but it was on record. The appeal, I don't think it  
2 ever came up. I'm not sure what happened. But the legal  
3 eviction still -- even if there's nothing -- even if some  
4 of the other stuff was dismissed, the legal eviction still  
5 primary. Someone still has to give an account for the  
6 material that we had in the building and they did not. And  
7 he cannot prove that they provided any form of eviction.

8 THE COURT: Mr. Doby, did the eviction action  
9 notice address the contents of the building?

10 MR. DOBY: It did, Your Honor. The order from  
11 Judge Saverance addressed that and it simply said, "to  
12 place the material out on the building" which apparently it  
13 obviously haven't been fully addressed because this is just  
14 a motion to dismiss at this point. But, Your Honor, that's  
15 why I have that order from Judge Saverance because at no  
16 point did they not receive notice of all those things. Mr.  
17 Watson was the attorney of record. He received notice of  
18 all those proceedings, Your Honor. They were aware of when  
19 the foreclosure sale was to occur and they simply did  
20 nothing, Your Honor. And now, as a practical matter, this  
21 thing was litigated, it gets beyond this point, is that  
22 there was simply no material in which to evict. However,  
23 Your Honor, she's alleged some sort of an illegal eviction  
24 which I'm not sure that there's such a cause of action but,  
25 Your Honor, according to something, she's alleged

1 something. That was addressed already in that foreclosure.  
2 She should have or Project Reach should have taken some  
3 measures to have removed their material if they deem that  
4 appropriate, Your Honor, and they did not and can't come  
5 back now and say, "Judge, they should've done something  
6 different. They had to do that during the foreclosure and  
7 they did not.

8 THE COURT: I'm looking at Paragraph 11 here of the  
9 order of special referee. It looks like it was signed on  
10 2015. It looks likes Paragraph 11 discusses, "in the event  
11 the successful purchasers or someone other than the  
12 defendant in possession" but the purchaser was the  
13 defendant, is that ....

14 MR. DOBY: That is correct, Your Honor.

15 THE COURT: Okay.

16 MS. ROBINSON: Which page is that on, Your Honor?

17 THE COURT: It's Paragraph 11 of the special  
18 referee's order which is Tab 1.

19 MS. ROBINSON: And for the record I have never seen  
20 any of this.

21 THE COURT: Well, I mean, there's a certificate of  
22 publication. There's a certificate of ---

23 MS. ROBINSON: I understand ---

24 THE COURT: --- service attached to this ---

25 MS. ROBINSON: Okay.

1 THE COURT: --- indicating that it was mailed to  
2 Mr. Watson on June 9, 2015. But check -- it looks like  
3 Paragraph 11 addresses any personal property or fixtures  
4 remaining inside the building. I see that a notice of  
5 appeal was, looks like, Tab 3, that there was an appeal  
6 filed. Bankruptcy was filed. There's an order dismissing  
7 the bankruptcy case. And then there's a subsequent order  
8 indicating that the bankruptcy was dismissed and that the  
9 foreclosure should go forward. The legal notices were sent  
10 out. And then I see there was a subsequent order  
11 confirming the sale in 2000, early 2016.

12 Ms. Robinson, do you want to address his argument that  
13 you have not alleged in your negligence cause of action  
14 what duty he had to you that -- you're alleging that he was  
15 negligent which requires that he had some duty to you. Do  
16 you want to address that issue?

17 MS. ROBINSON: Um, I met -- well, the breach of trust  
18 -- because we had a contract and even what he states in his  
19 testimony, what he says is that "I only dealt directly with  
20 me, or Ms. Dinkins Robinson". So we had a contract. The  
21 entire ten years that I have been dealing with Mr. Ratner.  
22 I, even though Project Reach paid some of the money, um, a  
23 lot of the money on the building, I personally had paid  
24 over \$75,000 toward the cost of the building. So his duty  
25 would be that we had a contract between each other. I

1 mean, that's the best I can do on that, Your Honor. But I  
2 do want to go into the fact that we did file - I'm not sure  
3 - a notice of appeal. I don't think anything came out of  
4 that directly after the foreclosure because even when the  
5 foreclosure took place I don't think we knew that the  
6 foreclosure hearing was happening. I don't know what  
7 happened with the correspondence but as soon as we found  
8 out there was, there was a foreclosure hearing, the board  
9 chair at the time and myself filed a notice of appearance,  
10 I mean, notice of appeal. But they did not respond to the  
11 notice of appeal and I'm just addressing it. When he says  
12 that we could've appealed it, we did appeal it.

13 THE COURT: Okay. Anything else that you want to  
14 tell me, ma'am?

15 MS. ROBINSON: No, ma'am.

16 THE COURT: Yes, Mr. Doby?

17 MR. DOBY: Judge, they've never perfected any  
18 appeal. Apparently, there was an individual that filed  
19 what, at least, was purported to be some notice of appeal  
20 and Ms. Robinson may have done that as well. Your Honor,  
21 that was never filed with the Court of Appeals. Nothing  
22 was ever perfected on any appeal. They, obviously, knew  
23 they had the right to appeal and they filed some document  
24 but only, apparently, filed that with the Clerk of Court  
25 for Lee County which we've not perfected any appeals in

1 this case.

2 MS. ROBINSON: I would agree, Your Honor ---

3 THE COURT: Okay. Well, I'm gonna look over your  
4 filings carefully. I see you have an address here in  
5 Columbia?

6 MS. ROBINSON: Yes. Yes, ma'am.

7 THE COURT: And ---

8 MS. ROBINSON: And that is at the law office. I can  
9 also give you my personal one. And then as soon as I get  
10 back to the office I'll have Mr. Watson file this notice to  
11 appear.

12 THE COURT: Okay. We will notify you at the  
13 address that you've provided.

14 MS. ROBINSON: Okay. That's fine.

15 THE COURT: All right. Thank you.

16 MR. DOBY: Thank you, Your Honor.

17 MS. ROBINSON: I appreciate your time. Thank you,  
18 ma'am.

19 THE COURT: Thank you.

20 (CONCLUSION OF THE HEARING ON AUGUST 1, 2018)

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CERTIFICATE

I, the undersigned Lisa S. Carter, Official Court Reporter for the Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete excerpt of transcript of record of all the proceedings had and evidence introduced in the hearing of the captioned cause, relative to appeal, in the Third Circuit Court for Lee County, South Carolina, on the 1st day of August, 2018. Hearing was held through Webex.

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

*Lisa S. Carter*

Lisa S. Carter

Circuit Court Reporter

September 3, 2020

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**CERTIFICATE OF SERVICE**

I, Gadine Robinson hereby serve this Transcript on Bryan Doby and the Court of Appeals personally hand delivered to the following address: Jennings and Jennings Law Firm 1 Courthouse Square Bishopville, SC 29010 and SC Court of Appeals 1220 Senate Street Columbia, SC 29201 on October 9, 2020.

**RESPECTFULLY SUBMITTED:**



**GADINE ROBINSON**

**RECEIVED**  
OCT 09 2020  
SC Court of Appeals