

EXHIBIT A

STATEMENT OF ALLAN ABBATA, P.E.

I, Allan Abbata, P.E. hereby state as follows:

I have been retained by the Wigger Law Firm, Inc. as an expert witness for the Plaintiffs in the Sarah Sharper v. SCDOT, et al (Consolidated Pepperhill Matters: 2017-CP-10-04820).

It is my understanding that the SCDOT is responsible for some areas of the Palmetto Parkway and water would have come through those areas. Also, SCDOT is in charge of approval and permitting and there were shortcuts in the process.

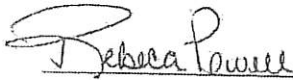
It would be helpful to have the benefit of depositions to see who did what before I could render more opinions.

SWORN TO THIS 18th DAY OF September, 2020.



Allan Abbata, P.E.

SWORN TO BEFORE ME THIS
18th DAY OF September, 2020.



NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: March 16, 2027



EXHIBIT B

Wigger Law Firm, Inc.

ATTORNEYS AT LAW

8086 Rivera Avenue, Suite A
North Charleston, SC 29406

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(843) 203-1500

JARREL L. WIGGER*

JOSHUA T. HOWLE
BRICE E. RICKER
EMILY H. TONG
STEPHEN J. RYAN

*Board Certified Civil Trial Specialist
By National Board of Trial Advocacy

February 1, 2018

VIA REGULAR MAIL AND EMAIL:

Jonathan J. Anderson, Esquire
Anderson Reynolds & Stephens, LLC
37 1/2 Broad Street
Charleston, SC 29401

Phillip Ferderigos, Esquire
Barnwell Whaley
288 Meeting Street, Suite 200
Charleston, SC 29402

Drew Hamilton Butler, Esquire
Richardson, Plowden & Robinson, P.A.
P.O. Box 21203
Charleston, SC 29413

RE: Plaintiff's Discovery Requests; Pepperhill Actions

Dear Counsel:

Enclosed, please find for service upon the Defendants Plaintiff's Interrogatories, Request for Production and Request for Admissions for the following actions filed in the Charleston County Court of Common Pleas:

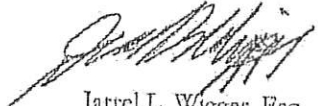
2017-CP-10-4931	Darryl Beech v. City of North Charleston, et al.
2017-CP-10-5108	Henry and Anjenette Bennett v. City of North Charleston, et al.
2017-CP-10-4924	Diane Blazer as Guardian of Charles Eichmann v. City of North Charleston, et al.
2017-CP-10-4897	Elizabeth Bright v. City of North Charleston, et al.
2017-CP-10-4835	Kaye Brown v. City of North Charleston, et al.
2017-CP-10-4930	Kevin Drayton v. City of North Charleston, et al.

2017-CP-10-4892	Tanya Driggers v. City of North Charleston, et al.
2017-CP-10-4929	Renota Fludd v. City of North Charleston, et al.
2017-CP-10-4907	Roberta Frasier v. City of North Charleston, et al.
2017-CP-10-4841	Bob Frederking v. City of North Charleston, et al.
2017-CP-10-4827	Latosha Gadsden v. City of North Charleston, et al.
2017-CP-10-4839	Clair Gallagher v. City of North Charleston, et al.
2017-CP-10-4823	Jason Gardner v. City of North Charleston, et al.
2017-CP-10-4903	Oglivia Gibson v. City of North Charleston, et al.
2017-CP-10-4842	Milton and Myrtle Green v. City of North Charleston, et al.
2017-CP-10-4901	Otis and Angela Green v. City of North Charleston et al.
2017-CP-10-4893	Franklin and Delores Griffin v. City of North Charleston, et al.
2017-CP-10-4826	Jesse and Patricia Frazier v. City of North Charleston, et al.
2017-CP-10-4925	Leigh Hemingway v. City of North Charleston, et al.
2017-CP-10-4837	Ismael and Anjenette Hernandez v. City of North Charleston, et al.
2017-CP-10-4822	Gail Holmes v. City of North Charleston, et al.
2017-CP-10-4847	Virginia and Lonnie Ivery v. City of North Charleston, et al.
2017-CP-10-4899	Kelvin Jackson v. City of North Charleston, et al.
2017-CP-10-4891	Alex and Virginia James v. City of North Charleston, et al.
2017-CP-10-4825	Maczell Jefferson v. City of North Charleston, et al.
2017-CP-10-4824	Theresa Jenkins v. City of North Charleston, et al.
2017-CP-10-4927	Rebecca Kapperman-Brown v. City of North Charleston, et al.
2017-CP-10-4906	Tuan Le v. City North Charleston, et al.
2017-CP-10-4845	Mabel Livingston v. City of North Charleston, et al.
2017-CP-10-4905	Tammy McCall v. City of North Charleston, et al.
2017-CP-10-4838	James and Katie Miller v. City of North Charleston, et al.
2017-CP-10-4900	Robert Mixon and Mixon Rental Properties, LLC v. City of North Charleston, et al.
2017-CP-10-4840	Willie Moore v. City of North Charleston, et al.
2017-CP-10-4928	Valerie Pearson v. City of North Charleston, et al.
2017-CP-10-4898	Geneva Ravenel v. City of North Charleston, et al.
2017-CP-10-4923	Mellany Robinson v. City of North Charleston, et al.
2017-CP-10-4836	Sullay Sesay v. City of North Charleston, et al.
2017-CP-10-4820	Sarah Sharper v. City of North Charleston, et al.
2017-CP-10-4904	Darlene Taylor-William v. City of North Charleston, et al.
2017-CP-10-4894	Kevin Thompson v. City of North Charleston, et al.
2017-CP-10-4895	Constance Verge v. City of North Charleston, et al.
2017-CP-10-4821	Melissa Washington v. City of North Charleston, et al.

2017-CP-10-4926	Allison Wells v. City of North Charleston, et al.
2017-CP-10-4896	Brenda Wrighton v. City of North Charleston, et al.

I would propose the cases be consolidated for discovery. If anyone objects, please give me a call, if not we will prepare a consent order.

Respectfully yours,



Jarrel L. Wigger, Esq.

TO: THE ABOVE NAMED DEFENDANTS:

The Plaintiffs hereby require the Defendants, within thirty (45) days after service hereof, to answer the Interrogatories hereinafter set forth in accordance with the Federal Rules of Civil Procedure Rule 33(b). These Interrogatories shall be deemed to continue until time of the trial of this case pursuant to Rule 33(b).

ONE: List the names and addresses of the persons known to the party or counsel to be a witness concerning the facts of this case and indicate whether or not written or recorded statements have been taken. If so, indicate who has possession of such statements.

TWO: Set forth a list of photographs, plats, sketches and other prepared documents in the possession of the party that relate to the claim of the defense in this case.

THREE: List the names and addresses of all insurance companies, which have liability insurance coverage relating to the claim. Give the number(s) of the policy or policies involved and the amount(s) of the liability coverage provided in each policy.

FOUR: List the names and addresses of any expert witnesses the party proposes as a witness at the trial of this case.

FIVE: For each person known to the parties or counsel to be a witness concerning the facts of this case, set forth a summary sufficient to inform the other party of the important facts known or observed. Such witness shall provide a copy of any written or recorded statements taken from such witness.

SIX: List the names and addresses of all contractors, sub-contractors, employees and/or former employees of the Defendants who participated in the storm water runoff analysis for this matter, including companies and individuals.

SEVEN: List the names and addresses of all contractors, sub-contractors, employees and/or former employees of the Defendants who participated in the construction in the wetlands related to the Palmetto Commerce Parkway.

EIGHT: List any and all State, Federal and Municipal rules, regulations, or guidelines the Defendant is required to adhere to during construction with regard to water drainage, run-off, storm water drainage, etc. in performing business as a builder, contractor, subcontractor, or other employee involved in the aforementioned construction.

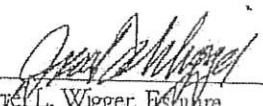
NINE: List all required steps taken to ensure that the Plaintiffs' property would not be affected by water drainage, before pumping, redirecting, or otherwise from the construction by the Defendants.

TEN: A list of the specific tasks that the Defendants are/were responsible for in the development of the property at or adjacent to the Palmetto Commerce Parkway.

ELEVEN: A complete description of the types of soil and/or water testing performed on the Palmetto Commerce Parkway development site prior to the beginning of construction.

TWELVE: Please state whether there were any delays in the project once construction started, and state the reasons for the delays.

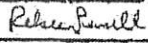
THIRTEEN: On behalf of the Defendants, list the name, address and title of the person present at the public hearing meetings before the project began.


Jarrel L. Wigger, Esquire
Attorney for the Plaintiff
8086 Rivers Avenue, Suite A
N. Charleston, S.C. 29406
(843) 553-9800

North Charleston, South Carolina
This 2nd day of February, 2018.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon OPP, ATTYs by mailing a copy properly addressed with sufficient postage affixed thereto this 2nd day of February, 2018


REBECCA SMALL
WIGGER LAW FIRM

TO THE ABOVE NAMED DEFENDANTS:

The Plaintiff, by and through her undersigned attorney, request the Defendants to Produce for inspection a copy of the following described documents and items in possession, custody and/or control of the Defendants, their attorneys and/or other representatives or agents pursuant to South Carolina Rules of Civil Procedure:

ONE: All statements, whether written, recorded or transcribed, taken of any parties or witnesses of the facts of this case.

TWO: Any and all reports prepared by experts in this case.

THREE: Copies of all insurance policies owned by the Defendants that relate to this matter or in the alternative the front page of such policies showing the amount and type of coverage.

FOUR: Copies of all photographs relating in any way to the matters referred to in the Complaint and Amended Complaint.

FIVE: Copies of any and all records, notes, electrical transmissions, files, memos, regarding the Palmetto Commerce Parkway project.

SIX: Copies of any and all documents which show the actions taken by the Defendants to comply with all required State, Federal and Municipal regulations, policies, procedures required with regard to the storm water runoff and construction of the wetlands surrounding the Palmetto Commerce Parkway, which was under construction by the Defendants.

SEVEN: Copies of any and all survey reports performed on the storm water runoff and construction of the wetlands surrounding the Palmetto Commerce Parkway, which was under construction by the Defendants.

EIGHT: Copies of any and all agreements, contracts, etc. between the Defendants.

NINE: Copies of any partnership agreements between the government and any entity involved in the construction development on the storm water runoff and construction surrounding the Palmetto Commerce Parkway.

TEN: Copies of any and all regulations, rules, code, and/or ordinances that regulate the construction development on the storm water runoff and construction in the wetlands surrounding the Palmetto Commerce Parkway.

ELEVEN: Certified copies of any and all test results regarding the soil and/or water testing performed on the wetlands for the Palmetto Commerce Parkway site prior to the beginning of construction.

TWELVE: Copies of photographs of any pumps or mechanical devices used to extract and/or disburse the water and/or other substances from said site.

THIRTEEN: Copies of photographs of the holding pond and any and all documents used to determine the size of the pond.

FOURTEEN: Copies of all logs recording water extraction and/or disbursement of water

from the construction site.

FIFTEEN: Copies of any and all environmental impact studies.

SIXTEEN: Copies of any and all elevation maps for the construction site and any and all adjacent properties.

SEVENTEEN: Copies of all statements, photographs, reports, etc. regarding the investigation of the Plaintiff's complaints.

EIGHTEEN: A detailed description of the area where the water was extracted from and a detailed description of the area where the water was disbursed throughout construction.

NINETEEN: Copies of all licenses and permits pulled prior to the project in question.

TWENTY: Copies of the entire job file, non privileged documents and field notes regarding this project.

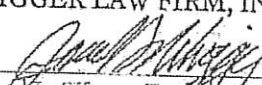
TWENTY-ONE: Copies of any and all documents received due to any FOIA requests regarding this matter.

TWENTY-TWO: Copies of the daily progress logs of the construction.

TWENTY-THREE: Copies of any and all weather analysis reports in addition to the storm water analysis performed.

TWENTY-FOUR: Copies of any and all reports prepared as a result of the public hearings on the proposed construction of the Palmetto Commerce Parkway.

WIGGER LAW FIRM, INC.

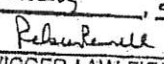

Janet L. Wigger, Esquire
Attorney for the Plaintiff
8086 Rivers Avenue, Suite A
N. Charleston, S.C. 29406
(843) 553-9800

North Charleston, South Carolina
This 2nd day of February, 2018.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon OPP. ATTYS by mailing a copy properly addressed, with sufficient postage affixed thereto

this 2nd day of February, 2018


WIGGER LAW FIRM

TO THE ABOVE NAMED DEFENDANTS:

The Plaintiff hereby request that the Defendants admit the following:

ONE: Admit that the wetlands that existed prevented water flowing onto the Pepperhill subdivision prior to the storm event in October 2015.

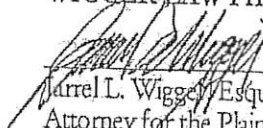
TWO: Admit that the parkway created by the Defendants funnels water towards the Pepperhill Subdivision.

THREE: Admit the Defendants were notified of the flooding issue by the residents of Pepperhill subdivision prior to beginning construction.

FOUR: Admit that city had received requests to clear the drainage ditch labeled as Pepperdam Creek, prior to October 2015.

FIVE: Admit that the city had received requests to clear the drainage ditch labeled Pepperdam Creek, prior to October 2015.

WIGGER LAW FIRM, INC.


Jarrel L. Wigger Esquire
Attorney for the Plaintiff
8086 Rivers Avenue, Suite A
N. Charleston, S.C. 29406
(843) 553-9800

North Charleston, South Carolina
This 2nd day of February, 2018.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon OPB ATT. by mailing a copy properly addressed with sufficient postage affixed thereto

this 2nd day of February, 2018

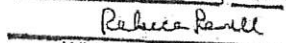

WIGGER LAW FIRM

EXHIBIT C

From: JJ Anderson <janderson@arlawsc.com>
Sent: Friday, February 28, 2020 4:07 PM
To: keith mccarty <jkeithmccarty@gmail.com>; Jerry Wigger <jwigger@wiggerlawfirm.com>
Cc: Felicity J. Moore <fmoore@arlawsc.com>; Cole Lawrimore <clawrimore@arlawsc.com>
Subject: Pepperhill v. SCDOT

Gentlemen: I hope this e-mail finds you well. Attached is a proposed stipulation of dismissal for SCDOT and a supporting affidavit from the District 6 Engineer concerning the jurisdiction and responsibility that SCDOT has over Palmetto Commerce Parkway. As I am sure you know that the construction was a County of Charleston project under the penny tax program a/k/a pennywise program. SCDOT was not involved in the project and asserts no jurisdiction or responsibility over the parkway except at the tie in at Ashley Phosphate and Ladson Road as detailed by the attached affidavit. It is requested that you voluntarily dismiss SCDOT without prejudice from these lawsuits and save us all the time and trouble of a motion for summary judgment. Please let me know if you are willing to sign the stipulation of dismissal. If you do not like the language of the stipulation please make your desired changes and return it to me for consideration. Thank you and have a great weekend.

J. J. Anderson



Anderson Reynolds & Stephens, LLC

37 1/2 BROAD STREET, POST OFFICE BOX 87, CHARLESTON, SOUTH CAROLINA 29402
E-MAIL janderson@arlawsc.com | TEL. 843-723-0185 | DIRECT 843-576-2070 | CELL 843-324-8604

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify our office immediately either by phone (843-723-0185) or reply to this e-mail and delete all copies of this message.

PERSONALLY APPEARED BEFORE ME the undersigned Arnold Blanding, who first being duly sworn, deposes and states as follows:

1. I am South Carolina Department of Transportation's (hereinafter "SCDOT") District Six, Resident Maintenance Engineer for Charleston County. District Six includes Beaufort, Berkeley, Charleston, Colleton, Dorchester, and Jasper Counties. I have held this position since May of 2017.

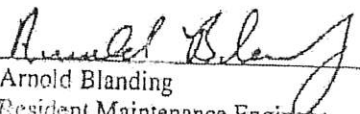
2. Incident to my position, I oversee the inspection and maintenance of all SCDOT maintained roads in Charleston County.

3. The Palmetto Commerce Parkway that is the subject of this action is situated in both Charleston and Berkeley Counties. If the portion of the Parkway situated in Charleston County was maintained by SCDOT, it would fall under my authority; however, this is not the case.

4. SCDOT's only interaction with the Parkway is with regard to where the Parkway terminates at or "ties into" SCDOT owned and maintained roads at Ladson Road to the North and Ashley Phosphate Road to the South. The "tie in" extends 60 feet from the centerline of Ashley Phosphate Road onto Palmetto Commerce Parkway, and 24.38 meters from the centerline of Ladson Road onto Palmetto Commerce Parkway.

5. It is my understanding that the locations where the Parkway "ties into" Ladson Road and Ashley Phosphate Road are not at issue in this matter.

FURTHER AFFIANT SAYETH NAUGHT!


Arnold Blanding
Resident Maintenance Engineer
SCDOT District Six
Affiant

SWORN TO BEFORE ME)
UNDER PENALTY OF PERJURY)
this 29th day of October, 2019)

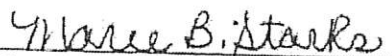

Notary Public for South Carolina)
My Commission Expires: 04-17-2024

EXHIBIT D

RECEIVED

Mar 23 2021

SC Court of Appeals

1 STATE OF SOUTH CAROLINA)
 2 COUNTY OF CHARLESTON) COURT OF COMMON PLEAS NONJURY

3
 4 SARAH SHARPER, ET AL) TRANSCRIPT
 5 PLAINTIFF,) OF
 6 vs.) RECORD
 7 THE STATE OF SOUTH CAROLINA, ET AL,)
 8 DEFENDANT.) 2017-CP-10-4820

9
 10 September 21st, 2020
 11 Charleston, South Carolina

12 B E F O R E:

13 THE HONORABLE BENTLEY PRICE, JUDGE.

14 A P P E A R A N C E S:

15 JARREL L. WIGGER
 16 ESQ.
 17 Attorney for the Plaintiff

18 W. COLEMAN LAWIMORE
 19 ESQ.
 20 Attorney for the Defendant SCDOT

21 KRISTA N. CARNEY
 22 Circuit Court Reporter

23
 24 Transcribed by Pamela E. Green, Circuit Court Reporter
 25

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I N D E X O F W I T N E S S E S

(WHEREUPON, there were no exhibits marked or testimony taken during this hearing.)

1 PROCEEDINGS

2

3 THE COURT: All right. So, my understanding is that
4 this is a damages hearing.

5 Is that correct?

6 MR. LAWRIMORE: No, sir.

7 THE COURT: All right. Well, it's all on the -- on
8 the -- it's on there.

9 All right. What is it then?

10 MR. LAWRIMORE: Judge, Cole Lawrimore here on behalf of
11 SCDOT. This is DOT's motion for summary judgment.

12 THE COURT: Oh, this---

13 MR. LAWRIMORE: There may be a damages hearing on it
14 but --.

15 THE COURT: Oh, okay.

16 All right. I'll be happy to hear from you.

17 MR. LAWRIMORE: Thank you, Your Honor.

18 Again, Cole Lawrimore and J.J. Anderson here for SCDOT
19 here before the Court on our motion for summary judgment.

20 Your Honor knows the summary judgment standards. So,
21 I'm not gonna give you a string cite to belabor that issue.

22 The project at issue is the Palmetto Commerce Parkway,
23 which is not a DOT owned and maintained road. It runs
24 in-between Blaston Road and Ashley Phosphate around the City
25 of North Charleston. We've submitted Arnold Blanding's

1 affidavit in support of our motion. Arnold Blanding's a
2 resident maintenance engineer for Charleston County.

3 That affidavit boiled down -- it just says this isn't
4 DOT's road. We don't own it. We don't maintain it. We've
5 never owned it, and we've never maintained it. DOT's
6 responsibility is, as to that road, extend to the portions
7 of the Commerce Parkway that are within DOT's right of way.

8 As to this intersection with Blaston Road, that's about
9 50 feet. As to intersecting with Ashley Phosphate Road,
10 it's about 80 feet. Both of those distances measures from
11 the center line of Ashley Phosphate and Blaston Road. All
12 together that accounts for about 140 feet of a five and a
13 half mile long road. By my extremely suspect math, that's
14 about half of 1 percent.

15 There have been no allegations or evidence submitted in
16 this case thus far tending to indicate that that 140 feet of
17 road is in any way contributing to the flooding that serves
18 as the basis of the Plaintiff's Complaint.

19 We've received an affidavit from Alan Obata about two
20 and a half hours ago. We would contend that that affidavit
21 is untimely per the two day requirement set forth in Rule
22 56(c) to the Rules of Procedure. Don't believe that
23 affidavit is timely, don't believe it should be considered
24 by the Court today, and it just further emphasized the point
25 that there have been no allegations as to DOT's 140 feet of

1 right of way contributing to any of the problems that the
2 Plaintiffs are experiencing.

3 We just believe that, quite frankly, there's no
4 evidence whatsoever, after about a year and a half of
5 litigation, that DOT has any responsibilities whatsoever to
6 the Palmetto Commerce Parkway. On those grounds, we believe
7 that they're not a proper party to this action and should be
8 dismissed.

9 THE COURT: All right. Who's gonna be arguing for the
10 Plaintiff?

11 MR. WIGGER: Jarrel Wigger.

12 THE COURT: All right. Be happy to hear from you.

13 MR. WIGGER: May it please the Court.

14 We've talked a little bit about the history of the
15 case. Basically the Palmetto Parkway was designed and it
16 was, it was put up literally via Boeing and Knights Road to
17 have a shortcut to trade on board their, their goods, and
18 there were hearings before the road was put up. And the
19 sub -- the people that lived in that separate little
20 subdivision presented at those hearings and indicated that,
21 if this roadway went through, then they knew it was gonna
22 flood their neighborhood, and the hearings were on the
23 record, and we've submitted those documents that, that
24 indicate that.

25 So, when we -- when the bad storm happened in 2016, a

1 lot of the people got flooded out. Bad storm happened again
2 in 2017. People got reflooded, flooded out again. Whenever
3 bad rains were happening, they would get flooded out.

4 So, following that, we brought a lawsuit and initially
5 there were 46 plaintiffs that were involved in the lawsuit.
6 Not long after we brought the lawsuit we found out that one
7 of the plaintiffs actually lived over the line in Dorchester
8 County, and that case was removed to Dorchester County.
9 That was the Storts case.

10 Literally everybody kind of focused on that case for a
11 bit, and there were motions and appeals and things happened
12 in that case. That case settled not too long ago.

13 After we settled that case, then everybody's attention
14 refocused back on this case, and it was our understanding
15 that the Defendants were going to take our experts
16 deposition, Alan Obata, who's a construction engineer
17 expert, and then we were gonna sit down and, and try to
18 resolve this case and mediate it.

19 So, his deposition was set, canceled, set, canceled,
20 set, canceled. The last time it was set was gonna be
21 August 26th and 27th or 27th and 28th, somewhere
22 around in there, and basically, when that happened, we said
23 look, we're coming up on the docket. We, we can't rely on
24 y'all doing this deposition and setting a mediation. We're
25 gonna get the case moving.

1 There are a number of people that have not submitted
2 discovery including the DOT. We do not have their
3 discovery. We've sent a Rule 11 letter that says we're
4 gonna come in and say that litigation's been going on all
5 this time. They haven't participated in, in the -- in
6 discovery at all. No depositions have been taken.

7 We have set a bunch of 30(b)(6) depositions because,
8 frankly, since it never -- their plan is gonna work, we're
9 gonna have to get moving and getting our case set and ready.
10 But our allegation is that the entire Palmetto Parkway
11 construction project, the (indiscernible), the drainage
12 system, all that is contributing to the flooding in our
13 neighborhood.

14 For the DOT to say there've been no allegations, that's
15 just not accurate. Our Complaint, our Complaint indicates
16 that the entire Palmetto Commerce Parkway is contributing to
17 the flooding.

18 There isn't a way to set out and say some parts of it
19 are exempt because it's movement and water. Even if it is
20 only half of one percent, that movement of water is part of
21 the flooding that is going right in our neighborhood and
22 right in our client's houses. So, it isn't accurate to say
23 that we haven't made those allegations. We have.

24 As far as Mr. Obata's affidavit, that's -- we got
25 Mr. Blanding's affidavit, and frankly Mr. Blanding admits

1 that the DOT is responsible for a portion of the Palmetto
2 Parkway. So even on their exhibit it indicates they are in
3 trouble by certain portions, and you can't tell water where
4 to go. Water just flows and it flows across the areas that
5 they have maintained and control.

6 It also -- I would point out that Mr. Obata says that
7 the permitting was very shortened and all the permitting was
8 waived. There were a lot of things that happened with the
9 permitting for this project, and the DOT is one of the
10 groups that controls that permitting.

11 So, it's not just the construction. It was the
12 permitting that was also a problem, and all of that has
13 contributed to the math regarding this (indiscernible) and
14 the situation. A lot of our people are not even able to --
15 have not been able to return to their homes after all this
16 time.

17 So, we would argue that discovery is -- its emphases,
18 despite the age of the case, that we're moving and getting
19 discovery done, and it would be premature at this point to
20 make a ruling because we don't even have DOT's answers to
21 our interrogatories or request to produce. So, without
22 that, it would be improper to dismiss them from the case
23 based on affidavits where they admit they are in charge of
24 part of the roadway that has caused the flooding, and part
25 of the project that's caused the flooding.

1 So, that would be our position. We'd ask the Judge to
2 deny the motion at this time. If the Defendants want to
3 complete discovery and come back, obviously they would have
4 that option. But, at this point, it's not -- they shouldn't
5 be able to not participate in discovery and then come back
6 and try to get dismissed based on their lack of cooperation
7 and not participating in discovery.

8 THE COURT: All right. Mr. Lawrimore.

9 MR. LAWRIMORE: Your Honor, to that end, no amount of
10 discovery is gonna change the fact that this isn't a DOT
11 owned roadway. The only portion they would have any
12 maintenance responsibility are the portions of the Parkway
13 that fall in SCDOT's right of way or they're integrated into
14 SCDOT on the roads.

15 Looking at the portions of the roadway using the all
16 mighty, all powerful Google street view, it actually appears
17 as though the Palmetto Commerce Parkway, it flows downward
18 towards the SCDOT owned roadways.

19 My understanding of water doing what it does is that it
20 flows downhill. There'd be no way for water to flow uphill
21 from DOT's road onto the Palmetto Commerce Parkway.

22 I'm gonna try to share my screen with everybody to give
23 you a feed portion of the roadway we're talking about.

24 Can everybody see what I hope is the intersection of
25 Blaston Road and the Palmetto Commerce Parkway?

1 THE COURT: Yes.

2 MR. LAWRYMORE: Okay. Your Honor, if you'll look at
3 that line that I've drawn right there in the middle, that
4 shows the area that SCDOT would have some maintenance
5 responsibility for from the center line of Blaston Road onto
6 the Palmetto Commerce Parkway. There's two dots there also
7 for your reference that I'm trying to highlight those with
8 my mouse. Notably absent from the satellite images is any
9 wetlands for water whatsoever.

10 Now we're looking at -- now we're looking at the
11 intersection of Ashley Phosphate Road where Ashley
12 Phosphate, the Palmetto Commerce Parkway line right here
13 that shows the 60 feet SCDOT would be responsible for
14 maintaining. Looks like it goes to the stop line. Again,
15 notably absent are any waterways. Again, it's kind of like
16 the Parkway flows downhill towards DOT's roads.

17 THE COURT: All right.

18 MR. LAWRYMORE: Your Honor, the discovery issue, it
19 appears to us that this case has somewhat of a tortured
20 procedural history. There were multiple motions to dismiss
21 as to our client based on improper service. Looks like the
22 discovery responses were issued about a year for -- the
23 request for that were issued about a year before with any
24 ruling on that. Somewhat up in the air as to whether those
25 responses or requests rather have been properly served on

1 DOT.

2 But, in any event, we did answer HLA's properly served
3 discovery responses. Counsel for Plaintiffs were obviously
4 served with a copy of that. DOT doesn't have any records
5 cause nobody at DOT was involved.

6 THE COURT: All right.

7 MR. LAWIMORE: Again, this just isn't our road, and we
8 don't think we're a proper party.

9 THE COURT: All right. Anything further?

10 MR. WIGGER: Yes, Your Honor.

11 I'll -- in response, I understand Mr. Lawrimore would
12 like to testify. I would like to testify too.

13 I use to work at this intersection in regard to that
14 that was up on the, the screen, and it got flooded every
15 time it rained 30 years ago. So, I would say that if DOT is
16 out, then, as the Court is probably aware, whenever you have
17 a Tort Claims Act case, one of the things that the -- any
18 government entity gets is an automatic instruction as to the
19 responsibility and liability of anybody else that could be
20 involved in the case whether they're a party or not.

21 This is a case where the other Defendants would
22 definitely get the instruction against the DOT because, as
23 they've admitted on the record today, they control half of
24 one percent of the, of the area, and if they can get an
25 instruction as to their liability, then they definitely

1 share the responsibility.

2 So, it would be extremely prejudicial for us not to be
3 able to have them included, and yet they would be able to
4 turn around and get an instruction from the Court as to
5 their liability on this issue down the road.

6 So, again, for all these reasons, we don't agree
7 that -- with Mr. Lawrimore that that portion would not
8 contribute to the water.

9 The flooding then, you can actually go out to the area.
10 There is a hill on one side of the road and looks to be half
11 a mile up the road on the other side there's a hill where
12 the floor plan is, and that whole tile basically transports
13 water including the intersection they're talking about. You
14 can stand and see it when you're at the site.

15 So, for them to say it doesn't contribute is just not
16 accurate because all the water's flowing from both sides
17 down into the sloped area and into the neighborhood.

18 So, if---

19 THE COURT: All right.

20 MR. WIGGER: It is a small percentage but it is a
21 percentage.

22 THE COURT: All right. Anything further?

23 MR. WIGGER: Not from the Plaintiff.

24 MR. LAWRYMORE: No, sir.

25 THE COURT: All right. I'll take it under advisement,

1 but, as usual, you'll have my answer by the end of the day.

2 MR. WIGGER: Sir, thank you.

3 THE COURT: All right.

4 MR. LAWRIKORE: Thank you, Your Honor.

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7 * * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Charleston County, South Carolina, on the 21st day of September, 2020.

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

March 12th, 2021

Pamela E. Green

PAMELA E. GREEN, Court Reporter