

703 Creekview Drive
Greenville, SC 29607
June 7, 2021

RECEIVED

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SC Court of Appeals

The Honorable Jenny A. Kitchings, Clerk
PO Box 11629
Columbia, SC 29211

Subject: Transcript was Already Ordered - 2021 – 000511 (2020-CP-23-05996)

Dear Honorable Ms. Kitchings:


Thank you for your letter of June 3, 2021 which suggested: "... the time for ordering the transcript has expired. ...". Please be informed a transcript was ordered in a timely fashion. It seems, then, that misinformation prompted your letter?

Rule 207, SCACR, shows: "... transcript must be ordered within ten (10) days after the date of service of the notice of appeal. ...". My "Notice of Appeal" is a matter of Court Record and was stamped by the Court on 05/17/21. See a first transcript-order request of 05/14/21 to the Court Reporter: Margaret A. Woods, with "cc" to transcripts@sccourts.org (Exhibit TAO.1). See also the official "Transcript Request Form" (Exhibit TAO.2) dated 05/21/21. In addition on 05/27/21, Ms. Woods officially acknowledged my transcript order (Exhibit TAO.3). May the Court also be informed that the transcript from the original case: 2020-CV-23-10201384, is part of the Circuit Court's Public Index (2020-CP-23-05996, Attachment IB.13), found in "Part 4" as filed on 03/08/21.

Because of misinformation involved, may I expect **rescission** of your letter? Because I complied with Rule 207, may I expect "... requesting permission to order the transcript outside of the filing deadlines ..." is not a required motion, and such suggestion will be **revoked**?

Thank you.

Sincerely,


Raymond A. Wedlake, Appellant (*Pro Se*)
864-254-9262 wedlakera@mail.com

ATTACHMENT IB.13 - Official Transcript of Record - Hearing of 11/24/20

STATE OF SOUTH CAROLINA) IN THE MAGISTRATE'S COURT
)
COUNTY OF GREENVILLE)
Raymond A. Wedlake, as a Member) 2020- CV- 23- 10201384
of Woodington Homeowners')
Association, Inc. and on)
behalf of other-similarly-)
situated Members of Woodington)
Homeowners' Association, Inc.,)
)
Plaintiffs,)
)
vs.)
)
Board of Directors of)
Woodington Homeowners')
Association, Inc., comprised)
of Mona Craigo, Edward Decker,)
and Sandra LaCroix at the)
time of filing)
AND)
McCabe, Trotter, and Beverly,)
P.C.)
AND)
State Farm Fire and Casualty)
Company,)
)
Defendants.)

Magistrate hearing taken in the aforementioned matter was heard before the Honorable Laura M. Saunders taken before Rachel H. Wood, Court Reporter and Notary Public, at Fairview-Austin Summary Court, 205 North Maple Street, Suite 4, Simpsonville, South Carolina, on the 24th day of November, 2020, commencing at the hour of 10:01 a.m.

REPORTED BY: Rachel H. Wood
Court Reporter
LEGAL EAGLE
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EXHIBITS:

(None were marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT:

2 We are going to go ahead and go on the record. This is
3 Case Number 2020-CV-23-10201384. This is Raymond A.
4 Wedlake, as a Member of the Wodington Homeowners'
5 Association, Incorporated on behalf of other-similarly-
6 situated members of the Wodington HOA versus the Board
7 of Directors of the Wodington HOA, Mena Craig, Edward
8 Decker, Sandra LaCroix, and McCabe, Trotter & Beverly,
9 P.C. along with State Farm Fire and Casualty Company.
10 So we have Raymond Wedlake present on behalf of the
11 Plaintiff. I believe Stephanie --

12 MS. KELLAHAN:

13 Your Honor, I'm Stephanie Kellahan from McCabe, Trotter
14 Beverly.

15 THE COURT:

16 Nice to meet you, Stephanie.

17 MS. KELLAHAN:

18 Nice to meet you.

19 THE COURT:

20 And then we have?

21 MR. FARR:

22 And I am Nick Farr with Gallivan White & Boyd here on
23 behalf of State Farm Fire and Casualty.

24 THE COURT:

25 Nice to meet you. Thank you.

1 MR. SMITH:

2 And Chris Smith here on behalf of the Board Members and
3 the Board.

4 THE COURT:

5 Okay. Great. So because we had so many Dispositive
6 Motions filed at once, Mr. Wedlake, I wanted to
7 schedule these for today because it would take some
8 time on a schedule date for a bench trial. I know the
9 way the Notices went out it said a bench trial, but
10 today is actually per my email just scheduled for the
11 Motions to Dismiss, along with I believe you filed some
12 sort of Motion for a Preliminary Injunction, Mr.
13 Wedlake, so I'll hear from you last on that.

14 MR. WEDLAKE:

15 That Motion has been withdrawn, Your Honor, which I did
16 inform The Court.

17 THE COURT:

18 Okay. I apologize. There's been such a flurry of
19 filings that I may have missed that.

20 MR. WEDLAKE:

21 Is this Rachel Wood, the court reporter?

22 THE COURT:

23 Yes, Ms. Wood also is here hired by the Plaintiff to
24 provide court reporting services and I believe she is
25 on the record and taking down everything that's being

1 said as we go along.

2 MR. WEDLAKE:

3 I hadn't noticed at first when I came in. Thank you,
4 Ms. Wood.

5 THE COURT:

6 Okay. All right. Well, thank you. So we'll go ahead
7 and get started. I don't know if any of the Defense
8 Counsel has decided on who is going to go first, but I
9 know that McCabe, Trotter actually filed their Motion
10 first, so we can start with you if you'd like to.

11 MS. KELLAHAN:

12 Thank you, Your Honor.

13 MR. SMITH:

14 I think I filed the longest.

15 THE COURT:

16 All right. Yes, ma'am

17 MS. KELLAHAN:

18 Thank you, Your Honor. As I stated I'm Stephanie
19 Trotter Kellahan. I am the managing shareholder for
20 McCabe, Trotter & Beverly and I'm here today as Counsel
21 for the firm. We filed a Motion to Dismiss based on
22 several different grounds. And I think it would help
23 The Court for me to sort of lay a roadmap before we get
24 started. The way that I read Mr. Wedlake's Complaint
25 is that there are essentially a direct claim by Mr.

1 Wedlake. He is individually asserting against McCabe
2 Trotter & Beverly a claim that he has filed as casting
3 plaintiff in a false light. I do believe that he has
4 asserted several derivative claims. And those are for
5 extortion and/or conspiracy to extort, unlawful
6 distribution under the Nonprofit Act, and those are the
7 three claims that he has asserted derivatively.

8 Beginning with the direct claim, Your Honor, I believe
9 The Court should dismiss this for two reasons. One,
10 South Carolina does not recognize a Cause of Action
11 called casting plaintiff in a false light. Brown
12 versus Pearson in the Court of Appeals decided that was
13 not a Cause of Action in 1997. The case cites it as
14 326 S.C. 409. However, when you construe Mr. Wedlake's
15 pleadings liberally as a Pro Se litigant I think he
16 probably has alleged the elements of defamation. His
17 allegation is essentially that an attorney in our firm
18 wrote a letter.

19 (Off the Record 10:06 a.m -- 10:06 a.m)

20 MS. KELLAHAN:

21 Mr. Wedlake has essentially alleged that a lawyer in my
22 firm, Ryan Oates --

23 THE COURT:

24 You-all can remove your masks. It's your choice.

25 MS. KELLAHAN:

1 Thank you. Has alleged that an attorney in my office,
2 Ryan Oates, wrote a letter to the membership of
3 Woodington Homeowners' Association that Mr. Wedlake
4 alleges defamed him. He alleges that it ruined his
5 reputation in the community. And I believe those are
6 the elements for liable in South Carolina. The problem
7 is, and the reason I think The Court should still
8 dismiss this Cause of Action, is that the statute of
9 limitations for defamation is two years. And that
10 begins to run when the allegedly defamatory statement
11 is made. Mr. Wedlake has attached that letter as an
12 exhibit to his Complaint and the date on that letter is
13 September 18th of 2016. South Carolina Code 15-3-550
14 states the statute of limitations is two years. In
15 Jones versus Folly Beach, which I cited in my Motion,
16 provides there is no Discovery Rule for liable. So the
17 statute begins to run on the date the statement was
18 made, not the date it was discovered. Even if we did
19 recognize the Discovery Rule Mr. Wedlake attaches his
20 response to that letter, which was dated I believe
21 September 25th of 2016. So he discovered the
22 defamatory statement in 2016. He did not bring this
23 action until 2020. So the statute has well run. Mr.
24 Wedlake's Memorandum in Opposition to our Motion cites
25 the Discovery Rule. He cites some case law. I would

1 represent to Your Honor that that case law is about the
2 statute of limitations for contract actions, not for
3 liable. He also makes a claim here alleging defamation
4 and that this was an attempt to twist his allegations
5 to be defeated by the statute of limitations. However,
6 Your Honor, in a Common Pleas case 2020-CP-23-1679 he
7 alleged the same Cause of Action, casting in a false
8 light against different parties. The Circuit Court
9 Judge in that case granted Summary Judgment and in his
10 Motion to Reconsider Mr. Wedlake said, "Well, everybody
11 knows that casting in a false light is really
12 defamation." So I think what's before The Court are
13 allegations that amount to defamation. What's attached
14 to the Complaint clearly shows it accrued more than two
15 years ago and so that direct claim by Mr. Wedlake
16 should be dismissed. If that claim is dismissed all
17 that's left are derivative claims. And I believed that
18 Mr. Wedlake, first and foremost, lacks the ability to
19 bring those because he's not a licensed attorney in the
20 State of South Carolina. A derivative claim can be
21 thought of in two ways. Either the shareholder is
22 bringing the claim on behalf of the corporation, the
23 corporation is the real party of interest, which is
24 what the Supreme Court in Johnson versus Baldwin 221
25 S.C. 141 stated, "The shareholder is a nominal

1 plaintiff. The corporation is the real party of
2 interest." To think of it in another way Mr. Wedlake
3 is alleging that he is bringing this action on behalf
4 of other homeowners in the Woodington Homeowners'
5 Association that are situated similarly to him. In
6 either case he's bringing the action on behalf of
7 someone other than himself, which he's not allowed to
8 do if he's not a licensed attorney. Now, in
9 Magistrate's Court a corporation can be represented
10 under certain circumstances. However, the Supreme
11 Court as well as the statute requires that a written
12 authorization signed by the corporation's president,
13 chairperson, general partner, owner or CEO must sign
14 the written authorization and the authorization has to
15 be filed with the Magistrate at the time the initial
16 pleading is filed. I would submit to The Court I
17 haven't seen such a written authorization and based on
18 the facts of this case I don't believe that Mr. Wedlake
19 could obtain a written authorization because he has
20 named the president of the Association as an adverse
21 party. So I believe that his derivative claim should
22 be dismissed on a standing issue in that he doesn't
23 have standing to represent the corporation or his
24 neighbors as he's an unlicensed attorney before the
25 Magistrate Court. Even if Mr. Wedlake were allowed to

1 represent the corporation or his neighbors I believe
2 his claims fail substantively. And I'll just run
3 through those very quickly. I've laid them out in my
4 Motion to The Court. First, Mr. Wedlake alleges that
5 the Board paid -- the Association paid my law firm
6 attorney's fees and that those attorney's fees should
7 be refunded to the Association under South Carolina
8 Code 33-31-833 (b)(2). Your Honor, a reading of that
9 statute and the other sections within that chapter show
10 that this section is really a mechanism whereby The
11 Court determines if the distribution was illegal makes
12 the guilty -- one of the guilty directors pay the full
13 amount of the illegal distribution back to the
14 corporation and this section allows that guilty
15 director to seek contribution from the other guilty
16 parties. So a bad guy issues a distribution to all the
17 shareholders and he's enriched by \$100, but the
18 corporation loses 1,000. If The Court says, "Bad guy,
19 you have to pay the full 1,000 back," he can use this
20 section to go to the other people that got \$100 and
21 seek contribution from them 33-31 defines
22 distribution as a defined term in the definition
23 section. And it says it is a direct or indirect
24 transfer back to a member, officer or director.
25 Plaintiff's Complaint does not allege that McCabe,

1 Trotter & Beverly is a member, officer, or director, so
2 any money that was paid to McCabe, Trotter & Beverly
3 isn't a distribution so it doesn't fall under the
4 statute. Additionally, as I just said this a mechanism
5 for a guilty director to get paid back. The Plaintiffs
6 don't allege that they are a guilty director who made a
7 distribution in violation of the Act or that they've
8 paid that money back and now they're seeking
9 contribution. So this -- this section is entirely
10 inapplicable to the case at hand. The bulk of the
11 Plaintiff's Complaint derivatively seems to fluctuate
12 between two theories. One, that McCabe, Trotter &
13 Beverly extorted these legal fees from the Board or
14 from the HOA and the idea that McCabe, Trotter &
15 Beverly conspired with the Board to extort the money
16 from the HOA. Accepting all of his factual allegations
17 is true I still don't believe the Plaintiff has stated
18 a Cause of Action for either of these. The first thing
19 is South Carolina doesn't recognize a civil cause of
20 action for extortion. There is a criminal offense for
21 extortion. It's a misdemeanor. Common law extortion
22 can only be committed by a public official who expects
23 money for official duties. That hasn't been alleged
24 here at all. The Plaintiff's response to McCabe,
25 Trotter & Beverly's Motion to Dismiss states that he

1 meant for it be a criminal allegation. That it was the
2 Magistrate's Court that labeled it civil.

3 Unfortunately, Mr. Wedlake can't prosecute a criminal
4 action in Magistrate's Court under In re Matter of
5 Richland County Magistrate's Court 389 S.C. 408. So if
6 it's a civil cause of action it fails because South
7 Carolina doesn't recognize a civil cause for extortion.

8 If it's a criminal allegation it fails because Mr.
9 Wedlake can't enforce criminal offenses. The remainder
10 of the Complaint seems to allege that we conspired.

11 Conspiracy is two or more persons joining together to
12 injure the Plaintiff and causing special damages, which
13 is critical for a conspiracy theory or a conspiracy
14 cause of action. This cause fails for two reasons.

15 First, the Complaint alternates between alleging that
16 we conspired with the Board, that's paragraph 24 of the
17 Complaint. Then it changes to we threatened and

18 coerced the Board. That's paragraph 48 and then it
19 becomes that we hid information from the Board to trick
20 the HOA into paying us, and that's paragraph 52. None

21 of those theories add up to conspiring with another
22 party. And that's just an element of conspiracy. If

23 we threatened, coerced, forced, hid information we
24 couldn't have been working in concert with that main
25 part, the Board. The Complaint also fails because it

1 fails to allege any special damages. Special damages
2 are damages that are separate and distinct from the
3 damages alleged in the other causes of action. The
4 only damages alleged is that a refund of these legal
5 fees need to be made. The legal fees are what are
6 extorted. The legal fees are what Plaintiffs are
7 asking to come back. But that is the same damage and
8 same relief requested both under the Nonprofit Statute,
9 that I just discussed, as well as the breach of
10 contract claim that has been alleged against the Board
11 Members. So there's no separate and distinct special
12 damage that has been alleged that would support a
13 conspiracy cause of action. Additionally, attorneys
14 are immune for liability to third parties if the
15 allegations arise from the performance of their
16 professional activities. To be guilty or liable for
17 conspiring with your client you have to breach an
18 independent duty to a third party and you have to act
19 outside your scope of representation, and neither of
20 those things have been alleged in the Complaint. The
21 only allegation is that McCabe, Trotter & Beverly
22 conspired with their client, the individual Board
23 Members, to get the Board Members' legal fees paid.
24 And even assuming that there was some bad act in there
25 the only allegation is that McCabe, Trotter & Beverly

1 worked with their client to represent their client in a
2 legal capacity. The final thing that I would like to
3 bring to The Court's attention is I believe that all
4 these claims are precluded under claim preclusion and
5 collateral estoppel. Mr. Wedlake has brought several
6 lawsuits. This all started in 2017 with the case he
7 brought against several members who served on the Board
8 of Directors. My understanding this was a Declaratory
9 Judgment Action seeking a DJ that the Board should
10 comply with the Bylaws among other things. That case
11 was -- involuntary nonsuit was granted in favor of the
12 Board Members. That's on appeal. Mr. Wedlake sued
13 other Board Members in 2019 for a records request. He
14 sued other Board Members in 2019. And that 2019 case,
15 2019-CP-23-1501, is the case where Mr. Wedlake already
16 rehashed all of this. His theory is essentially the
17 Association should have never paid our legal fees.

18 THE COURT:

19 Hold on just a second. My battery just died. I know
20 we have a court reporter, but I want to have my own
21 record.

22 (Off the Record 10:17 a.m -- 10:18 a.m)

23 THE COURT:

24 All right. Back on the record. I apologize.

25 MS. KELLAHAN:

1 Thank you, Your Honor. The 2019-1501 case is a case
2 where he essentially rehashes all of this same theory.
3 Mr. Wedlake's position is that the HOA should have
4 never paid our legal fees. The Association held a vote
5 where they asked the Membership to vote on whether the
6 Board Members should be indemnified. That is should
7 the Association pay the legal fees associated with
8 2017-6301, and if that vote is yes, will the Membership
9 approve a payment plan that the Association had
10 proposed to McCabe, Trotter & Beverly. And Mr.
11 Wedlake's theory is that the way those votes were
12 counted is improper. And he spends a lot of time going
13 through the ballots that were received for, ballots
14 that were not returned, the ballots received not for
15 these two proposals. All of this was the subject of
16 the lawsuit in 2019. And what the Circuit Court found
17 was that they dismissed Mr. Wedlake's claim. They
18 granted Summary Judgment in favor of the Defendants.
19 He is correct in that the causes of actions that he
20 alleged in 2019 differ from the causes of actions that
21 he has alleged here. He is also correct that my law
22 firm was not a party to the 2019 case. So the parties
23 are a little bit different. However, I don't believe
24 that precludes The Court from applying collateral
25 estoppel here. Collateral estoppel provides that where

1 an issue has already been litigated, no matter what
2 name you call it, no matter what theory you are
3 seeking, if the issue has already been litigated it
4 cannot be relitigated in a subsequent court
5 proceeding. So the heart of this conspiracy, extortion
6 claim, and I'm sure Mr. Smith will talk about this a
7 little bit in his Motion to Dismiss some of the claims
8 against the Board, the heart of it is this vote was
9 wrong. The ballots were wrong. They weren't counted
10 correctly. The Bylaws don't allow you to do it that
11 way or if they do the Bylaws are illegal. Whatever the
12 theory is it all goes to this vote was wrong and so the
13 money should have never been paid to McCabe, Trotter &
14 Beverly. That has already been litigated. That has
15 already been decided by the Circuit Court and Summary
16 Judgment has already been granted. What Mr. Wedlake
17 has done is he's decided to come to This Court and try
18 to get a different answer. And he admits as much in
19 his pleadings in his -- in my motion -- my Memorandum
20 in Opposition to ADR I made a statement if Mr. Wedlake
21 wanted ADR he could have filed this action in the Court
22 of Common Pleas. He, in fact, had to specifically
23 settle for \$7,495 as his damages instead of the full
24 33,000 my law firm was paid in order to be in the
25 jurisdiction of This Court. And his response was that

1 I'm well aware, I was not aware, but that everyone
2 knows he experiences extreme bias in the Common Pleas.
3 That he can't get a fair shake up there because they
4 keep ruling against him, so he's come here as a Pro Se
5 litigant to try to get the relieve he seeks. And
6 that's just not how our system works. He had a full
7 and fair chance to litigate this before the Court of
8 Common Pleas. It was a Summary Judgment Hearing.
9 Summary Judgment was granted and so this issue has
10 already been decided. The fact that McCabe, Trotter &
11 Beverly wasn't there doesn't matter. It would only
12 matter if Mr. Wedlake were trying to assert this claim
13 against us. So not being a party to the original
14 action only works if someone is trying to assert
15 collateral estoppel against you. But because Mr.
16 Wedlake was a party in the original action, because he
17 had a full and fair opportunity to litigate this,
18 collateral estoppel would prohibit him from bringing a
19 new cause of action on the same theory, the same set of
20 facts before This Court in an attempt to get a
21 different answer. To quickly recap, Your Honor, first
22 I believe the casting plaintiff in a false light is
23 barred by the statute of limitations. I believe The
24 Court should strike the remainder of Mr. Wedlake's
25 claims since he's not a licensed attorney. He cannot

1 represent Woodington Homeowners' Association or his
2 individual neighbors as a non-lawyer in Magistrate's
3 Court. Even if Mr. Wedlake could represent those
4 parties, even if he were licensed in the State of South
5 Carolina, the remainder of his claims would fail
6 substantively and they are also blocked by collateral
7 estoppel because he has already litigated these issues
8 before the Court of Common Pleas.

9 THE COURT:

10 All right. So, I see Mr. Smith standing, so we'll hear
11 from Mr. Smith on behalf of I believe it's --

12 MR. SMITH:

13 I've got the Board Members and the entire Board.

14 THE COURT:

15 Board of Directors. Okay. Thank you. Well, hold on
16 just a second. Mr. Wedlake, what I'd like to do I have
17 a feeling after reading their Motions to Dismiss and
18 Memorandums in Support, I want to hear from all of
19 three attorneys. I think they're all basically joining
20 in the same arguments and then I'm going to afford you
21 an opportunity to respond. I think that's the most
22 efficient way to do things.

23 MR. WEDLAKE:

24 Well, you see, Your Honor, at my age I get confused
25 easy between arguments and so if I get muddled in my

1 mi nd --

2 THE COURT:

3 Okay. Well, you can take notes. You can take notes.

4 MR. WEDLAKE:

5 And as you're aware I have submitted the Memorandums in
6 Opposition to these things.

7 THE COURT:

8 And I have read them I have read them very carefully,
9 so I just think in the interest of judicial economy,
10 since we have all those people out there in the waiting
11 room, I'm going to hear from all three attorneys and
12 then I'm going to allow you to respond to all three
13 arguments. You can go one by one by one, but I'm not
14 going to go back and forth and back and forth. That
15 would just waste time.

16 MR. WEDLAKE:

17 I see. However, should I become confused if you might
18 point that out to me then --

19 THE COURT:

20 I will do my best to keep you on track. Mr. Smith.

21 MR. SMITH:

22 And I will be very brief, Your Honor, so I don't
23 confuse Mr. Wedlake in any fashion if I can help it. I
24 would just incorporate Stephanie's arguments first of
25 all. They're mostly duplicative and I don't need to

1 rehash them I was actual present for that February
2 hearing with Judge Miller and Mr. Wedlake actually
3 attached the transcript to the Memorandum in Opposition
4 to our Motion. That's all you need to read quite
5 honestly. Judge Miller on page 13 of the transcript,
6 "So if I understand you correctly these attorney's
7 fees, the fees that were incurred to defend your
8 lawsuits." So he filed a lawsuit against our Board.
9 They're forced as a Board and a corporation to go hire
10 an attorney to defend his suit, and then he files a
11 separate suit saying you shouldn't have defended my
12 lawsuit and shouldn't have paid the attorney's fees.
13 And he said, "What would you have them do, just
14 rollover? They can't do that." And it's different
15 Board Members named, but it's the same arguments in
16 this one and it's not a properly filed derivative suit,
17 first of all. It's barred by collateral estoppel.
18 It's potentially res judicata as well. It's not a
19 properly filed class action and no one is in line with
20 him separately. It's important because Mr. Wedlake,
21 and I've only heard this through hearsay, I've covered
22 two hearings. I haven't touched these otherwise, but
23 it happened to be two of the most critical hearings.
24 Six lawsuits in Federal Court, State court, pending at
25 various Courts of Appeals at the moment. And it all

1 started over a sailboat on a garage and a rejection and
2 he just got fired up and started filing suits. And
3 when they didn't turn out his way filed more. And I've
4 heard it through the grapevine he said he has a million
5 dollars and he won't stop until all his money is
6 exhausted. And so now these homeowners have filed a
7 class action against him and I would hate to see him
8 waste his money on this. Like just -- just come to a
9 settlement of that class action and move on with your
10 life. If you're that angry sell your house, you know,
11 and get out of the neighborhood. But the idea of
12 having six lawsuits over the same issues and keep forum
13 shopping basically by filing in different courts to
14 litigate this sailboat on a garage, it's destructive on
15 his own behalf and there's no merit to it. And we've
16 had multiple courts, including Judge Miller, and that
17 Order was attached to our Motion to Dismiss and as I
18 said Mr. Wedlake has attached the transcript, which has
19 our arguments and has Judge Miller's oral findings on
20 the record. And, Your Honor, I just would suggest that
21 this case should be dismissed as the others have been
22 dismissed on the same grounds and on the grounds that
23 it's now collateral estoppel, because it's the exact
24 same issues rehashed. And as it pertains to my clients
25 he's only asking for a \$1 in this case. It just like

1 we're an added necessary party to go against the claims
2 against the law firm that -- that properly billed fees
3 to defend his lawsuits and then now against the
4 insurance company, who is properly providing a defense
5 when my clients turned it over to their carrier. And
6 there's no viable cause of action against any of us.
7 Thank you.

8 THE COURT:

9 Thank you, Mr. Smith. Are you with me Mr. Wedlake?
10 Are you staying with us?

11 MR. WEDLAKE:

12 I am

13 THE COURT:

14 All right.

15 MR. FARR:

16 All right, Your Honor.

17 THE COURT:

18 I'll hear from you, Mr. Farr.

19 MR. FARR:

20 Nick Farr here on behalf of State Farm I'm going to
21 be very brief as well, but just some -- a little bit of
22 background on State Farm's involvement in this. State
23 Farm is the liability insurer for the HOA. And so when
24 they -- when the HOA provided them with notice of this
25 lawsuit State Farm reviewed the allegations in the

1 Complaint and decided to extend a defense. They hired
2 Mr. Smith and his firm to provide a defense to the HOA.
3 Mr. Wedlake apparently didn't like the fact that they
4 decided to defend the lawsuit so he filed this Amended
5 Complaint. He asserts one cause and he adds State Farm
6 as a Defendant and he asserts one cause of action for
7 breach of contract. His basis is that in the Amended
8 -- in the very Amended Complaint that he added State
9 Farm he changed an allegation to go from seeking \$1 in
10 monetary damages to no monetary damages. So because of
11 that he says it's no longer covered and State Farm
12 can't provide a defense. So he's basing his claim for
13 one on the Amended Complaint that he has already --
14 that he is filing to name them as a Defendant. But
15 secondly, he is -- the genesis as you heard, the
16 genesis of all this is that he didn't want to the HOA
17 to be able to pay the legal fees of their own counsel
18 that they had. So then when they give it to the
19 insurance company and the insurance company is now
20 paying for their legal fees he doesn't like that
21 either. But he does not have any standing to bring
22 this claim. He is not a -- he is not -- this is a
23 contract between State Farm and the HOA. He's not a
24 party to that contract. This is a longstanding
25 precedent. The South Carolina Supreme Court ruled in

1 this issue in Park versus Safeco Insurance Company,
2 which is 251 S.C. 410. It's a 1968 decision. A
3 plaintiff who is not a party to the lawsuit does not
4 have standing to litigate a dispute between the
5 insurance company and its insurer unless he has first
6 gotten a judgment against -- if he has gone and gotten
7 a judgment against the HOA and he wants to seek a
8 Declaratory Judgment and that judgment is covered by
9 the terms of the policy he could do that, but he has
10 not done that. And there is not a dispute between
11 State Farm and the HOA. State Farm is actually
12 providing a defense for the HOA. There's nothing to be
13 litigated on that front. And then going to the merits,
14 you know, I've been representing insurance companies
15 for over tens years and this is honestly the first time
16 I've ever been sued for extending a defense to the
17 insurer when the insurer wants us to do that.

18 THE COURT:

19 Like a good faith claim and a bad faith claim

20 MR. FARR:

21 Yeah, exactly. So for those reasons, and I'll
22 incorporate these other arguments that have also been
23 made, but his claims against State Farm should be
24 dismissed. Thank you.

25 THE COURT:

1 Thank you very much. All right. Having heard from all
2 the three attorneys for the Defense and the different
3 parties involved, Mr. Wedlake, I'm going to turn the
4 floor over to you and hear from you in response.

5 MR. WEDLAKE:

6 Yes. So I have filed a Memorandum in Opposition to all
7 of these things, which as you have indicated that you
8 are aware of and you have read. I'm always amazed at
9 how attorneys can come into Court and try to twist
10 things around, which particularly I find often are
11 inapplicable really to the arguments that I have
12 presented in my Complaint. But I will start first from
13 my Memorandum in Opposition for McCabe, Trotter &
14 Beverly. Now, before I begin, Your Honor, do you have
15 specific questions over any content or I should just
16 kind of go through a brief summary review of my
17 Memorandum in Opposition?

18 THE COURT:

19 I don't have any specific questions at this time, so
20 I'd like for you to summarize as best you can based on
21 all of your different Memorandums that have been filed.

22 MR. WEDLAKE:

23 Okay. So on page 1 of my Memorandum in Opposition to
24 Dismiss for McCabe, MTB as I've noted it in the
25 document, I indicate a standard for review of Motion to

1 Dismiss and I note that no attorney here today has so
2 much as referenced what they claimed in their Motion to
3 Dismiss about Rule 12(b)(6), the South Carolina Rules
4 of Civil Procedure. And in one instance also a
5 12(b)(1) the lack of jurisdiction, they didn't seem to
6 feel that was important to bring up, which is the
7 standard upon which Motions to Dismiss must be based.
8 On page 1 of my Memorandum in Opposition I say that
9 Rule 12(b)(6) indicates that only in the absence of
10 facts sufficient can the Rule be applied. In my
11 Complaint and Supplement to my Complaint in this case,
12 all of those facts form a set of evidence more than
13 sufficient to constitute a Cause of Action is what I
14 say on page 1. I also cite case precedent on page 2
15 under the section Standards for Review to Motion to
16 Dismiss in Federal Court citing Erickson versus Pardus,
17 which says that Federal Rules of Civil Procedure
18 require only "a short and plain statement of the claim
19 showing that the pleader is entitled to relief." It
20 also goes on to say specific facts are not necessary.
21 The statement need only, "give the Defendant fair
22 notice of what ... the claim is and the grounds upon
23 which it rests." Also citing another case precedent
24 reference. Counsel I believe admitted that The Court
25 must take a liberal view of the -- of the pleadings as

1 is indicated on page 2 of my Memorandum, citing Estelle
2 -- well, it's found in Erickson versus Pardus. Now, in
3 this specific instance on page 3 I address the casting
4 plaintiff in a false light and I believe my Complaint
5 contains factual evidence demonstrating the misconduct
6 by MTB related to this item. And I don't know of any
7 law or precedent which precludes the presentation of
8 evidence to form a preponderance of evidence for my
9 case on page 3. Therefore I state it's moot and
10 academic as to whether or not a false light cause of
11 action exists and there is a precedent in South
12 Carolina that other cases have viewed this as either a
13 claim for defamation or a claim related to breach of
14 privacy. I also contended in my Memorandum that the
15 claims were brought within the two-year period of my
16 learning that they -- that MTB was the root cause of
17 their own actions and I cite content from my Complaint,
18 which has two Exhibits 43 and 44, Item 85 in the
19 Complaint, paragraph 85 in the Complaint. And then
20 Item 3 on page 3 I understand how MTB wants to make
21 this false light into defamation so that they can bring
22 all these arguments about the statute of limitation and
23 that my claim really is defamation, which again I
24 really see as moot and academic and kind of irrelevant
25 in that regard. On page 4, Item 4, I state that I,

1 Plaintiff, cites precedent and go into details of
2 various case precedent, which give authority to my
3 position. Then Item 5 on page 4 in reference to these
4 other cases where I believe all of the parties have
5 fully admitted that none of this stuff has been
6 litigated before because it was simply dismissed. The
7 merits were never addressed. Litigation never
8 addressed the merits of my case. It was simply
9 dismissed, leading to my appeal in each instance and I
10 state on Paragraph 5, page 4 that reversal upon appeal
11 will annul any statute of limitations. And I cite
12 Section 15-3-90 titled Effect of Reversal of Judgment
13 from the S.C. Code of Laws. I also believe that on
14 page 5, Item 6, there is evidence to prevent the bar of
15 the statute of limitations citing S.C. Code Law Section
16 15-3-130. Item 7 on page 5 I say The Court is bound by
17 precedent to interpret statutory language by, "Their
18 plain and ordinary meaning without resulting to subtle
19 or forced construction." And I cited case references
20 to that effect. And on page 5 I begin a section where
21 I claim all of the claims are not barred by collateral
22 estoppel. There in Item 8 the crux of this matter is
23 as I state, "Since no decisions from any previous
24 actions are known to Plaintiff, and Defendant admits
25 collateral estoppel prevents a party from relitigating

1 an issue that was decided in a previous action then a
2 claim of relitigating is false." There have been no
3 judgments other than the granting of dismissal and
4 wrongful granting of Summary Judgment leading to appeal
5 in those cases where Summary Judgment was ordered. In
6 Item 9 on page 5 I also claim that collateral estoppel
7 does not apply and cite cause of action against MTB was
8 not -- was not known in case as cited 03758 and only
9 obtained after the settlement which resulted after
10 mediation. Where it says I am not entirely lacking in
11 every instance. Counsel has seen to fit to use what
12 call legal rambling tactics to preclude any mediation
13 such that some of these things might be properly
14 mediated with the advice of an impartial mediator. On
15 page 6, Item 10 I state Defendant's contention of same
16 theories is ridiculous and show details of captions and
17 I believe it was also admitted here in This Court that
18 MTB was not a named party to the case they cited 01501.
19 On page 6, Item 11 the main crux is that there are
20 genuine issues of material fact involved in the cases
21 where Summary Judgment was improperly granted. And
22 given my pleadings as known to This Court, I would
23 contend that Your Honor is well aware that pleadings
24 are complete and indicate many genuine issues of
25 material fact involved in all of my cases where

1 primarily my cases have been cited against the Board
2 based on aspects of law, which I have properly cited in
3 this case. In Item 12 on page 6 I made it a record in
4 the Public Index about the reference to orders and
5 actions of Judges in prior actions, where the thrust of
6 this argument is for the specific case cited now
7 resulting in the appeal of 506 in the Court of Appeals,
8 is that the Proposed Order contained a whole bunch of
9 stuff which I had objected to. And what happens is
10 that due to the bias against me that exist in the
11 Circuit Court, as was admitted to by Counsel here
12 today, the Judge makes a ruling and states no -- no
13 reason or rationale why he has ruled that way. He
14 merely suggests to Counsel that Counsel present a
15 Proposed Order, which they use as a soapbox, as I say
16 on page 7. As drafted by Counsel and fabricate based
17 upon matter that aired in Court, and this is the
18 critical thing here, Your Honor, what gets written into
19 the Order is not matter that was aired in Court, that
20 was not stated by the Judge. And on page 7, I start to
21 go into the full set of comments made by The Court in
22 the referenced case that were limited to stuff as
23 shown, where at the bottom of page 7 in the instance as
24 cited it was the Judge himself without prompting from
25 Counsel that asked about Rule 11 Sanctions, which was

1 answered by Counsel, that, no, there were no Rule 11
2 Sanctions proposed. And at the bottom of the page 7
3 then The Court says, "Okay. Blah, blah, blah. That
4 the Board should have just rolled over," which I
5 believe I heard the Counsel say here today. But then
6 he cut me off and didn't let me even have a chance to
7 respond. And even though he claims that he's told me
8 they welcome Pro Se litigants he goes on then to say as
9 I quote in the bottom of page 7, "But we hold them to
10 the same standards as we do attorneys." This case in
11 question was drafted and signed by an attorney, even
12 though at the time of the hearing he had been dismissed
13 as the Counsel, because of his remaining in Florida
14 where he was when he was engaged as my attorney. He
15 had plans at that time to return to South Carolina, but
16 did not.

17 THE COURT:

18 Well, I think at that time, Mr. Wedlake, you were
19 representing yourself before The Court, so.

20 MR. WEDLAKE:

21 That's correct. He was dismissed at that time. Now, I
22 believe if I misspoke that what's I intended to say.

23 THE COURT:

24 All right. Let's move on.

25 MR. WEDLAKE:

1 In any event, the Ruling for Summary Judgment was based
2 on Rule 11 with respect to Sanctions for Pleading or
3 lawsuits that have no valid basis for merits, which was
4 simply false as I believe it's contained in all of the
5 pleadings as you will find in the record will plainly
6 show. This again is the bottom of page 7. Then on
7 page 8 in following I cite in Item 13 what I believe to
8 be nonfactual contentions that apply as stated in the
9 case. And, of course, the deal is here that Counsel
10 wants to paint me as claiming improperly that the
11 members have voted on these things that they present as
12 reasons as to why I can't bring the cases. Where
13 indeed I show that the members, the majority of
14 members, did not vote for any of the things that they
15 so claim that were voted and passed by the Association.
16 And if this is not been appreciated by, Your Honor,
17 this is the thing. The law defines approval by the
18 members and states that as a vote of the members,
19 whereas these things were merely voted by the Board to
20 claim passage. The law also says that the Board can't
21 do that as I have cited and included in my case. So
22 the point of that is that the Board has perpetrated
23 unlawful actions upon the membership of the
24 Association, which is a legitimate genuine issue of
25 material fact that is in dispute. And I reiterate that

1 in page 9 in 14, the same deal. The members did not
2 vote to pass the cited bill as has been claimed,
3 unlawfully claimed by the Board as being passed. In
4 Item 15 on page 9 I state that no nonfactual contention
5 should lead to dismissal of Plaintiff's claims. In
6 Item 16 relative to special damages which have been
7 contended, I did not so state. I state Item 16 the
8 specific damage suffered as a result of alleged
9 conspiracy were contained in my Supplement to the
10 Complaint and cite the evidence. On page 10, Item 17,
11 the gist of this is the claim was made that I'm trying
12 to get the money back for my benefit and this is
13 inaccurate. I state in Item 17 factually such refunds
14 was rather sought to accrue to the benefit of WHOA, not
15 to accrue to Plaintiff's benefit and cite the
16 Supplemented Complaint that shows they're lying. In
17 Item 18 I state that -- Plaintiff specifically stated
18 damages to comply with Rule 9(g) South Carolina Rules
19 of Civil Procedure, where as I believe Counsel erred
20 here today that I did not do that. That was done. In
21 Item 19 I state that several facts sufficient to quote,
22 "To show a claim for conspiracy are contained in the
23 Complaint," and reference the specific paragraphs. In
24 item -- in item under section of S.C. Code of Laws
25 recognizes an action by a citizen/extortion. I show

1 the statutory basis upon which item in paragraph 20.
2 S.C. Code of Law a citizen cannot be barred from
3 prosecution of his own cause. And I understood or I
4 thought I heard that I can't do this because I have no
5 rights in this state as a citizen because I'm not an
6 attorney and I find that particularly inappropriate.
7 In Item 20 I cite that S.C. Code of Law Section 40-5-
8 80. There's also been contentions that I can't do
9 things that are of a criminal nature and there again I
10 don't believe there's a basis under the law. In
11 paragraph 21 I cite Section 40-11-110. There's also
12 been jurisdictional questions that were brought where
13 on page 11, Item 23 I state Magistrates have
14 jurisdiction and cite Section 22-3-520 and Section 22-
15 3-550. There was also a statement of attorney immunity
16 and I state on page 11 I don't believe that that
17 doctrine applies to my claims. And I reiterate in
18 paragraph 24 that all the pleadings have made clear the
19 corporate entity WHOA was never a client of MTB. If
20 they were not their client then how can MTB bill the
21 corporation for their legal expenses? And in Item 24 I
22 say a whole bunch of stuff as well as reference the
23 Supplemental Complaint. In Item 25 of my conclusion is
24 stated therefore MTB is liable to members for damages
25 suffered and I believe that I am coming to the point of

1 law that says that. Counsel themselves here today
2 tried to indicate that the S.C. Code of Laws 33-31-
3 833(b)(2) contradicts my claim based on the definition
4 of distribution. I believe that's inapplicable as I
5 state in paragraph 26 on page 12. And I believe that
6 they are confused between distribution and the plainly
7 stated unlawful distributions to which this Code
8 Section in 833(b)(2) applies. And on page 13 I
9 actually quote that section of the law. Where the
10 punch line in (b)(2) is that from each person who
11 received an unlawful distribution for the amount of the
12 distribution whether or not the person receiving the
13 distribution knew it was made in violation of this
14 chapter, which to me is a black letter as stated in the
15 statute. So I contend on page 13 then that it is clear
16 and plain-legislative intent that an unlawful
17 distributions must be paid back. There is -- then I
18 start a section titled "G" on page 13 that my Complaint
19 showed proven, standing to bring a derivative suit
20 where I believe the Motion to -- a Motion to Dismiss
21 has stated that I didn't say or show anything that
22 showed I could do that. In paragraph 27 on page 13 I
23 specifically say my Complaint showed figured 1, six
24 member statements denying Defendants had proxy November
25 9, 2018 ballots, which proved at least six members,

1 which is about ten percent of 65 other members, support
2 a basic argument by Plaintiff. And this -- this is
3 another thing that although not stated here yet in this
4 hearing I had intended to discover in previous cases
5 more members that supported my position, but I was
6 unable to do that because of, again, the bias against
7 me in our Circuit Court where my subpoenas and my
8 Motions for Discovery were quashed denying me the right
9 of discovery, which I need to show that there are other
10 members in addition to these six in figure 1 that I
11 have cited that support my position and therefore give
12 me the standing to bring a derivative suit. So I
13 believe arguments that I have no standing and didn't
14 show any reason or rationale that I have standing are
15 indeed false claims. In paragraph 28 on page 14 I
16 state that I don't believe there is legally-valid
17 rationale that leads to dismiss -- dismissal. The
18 reference to other cases being brought to me and that I
19 should just move out of the neighborhood and go home
20 and duck my head, the specific thing I say on page 14,
21 Item 28(a) certification of the class action against me
22 has not been certified at this time. And in that
23 regard I don't believe there is any legitimate claims
24 that will lead to certification of that case. I'm not
25 sure if it was stated here today, but on page 14, Item

1 29, I state, Defendant must be specific, which was not
2 done nor supported by evidence in claims to strike
3 and/or require a more definite statement. I also make
4 at the bottom of page 14 continuing on 15, paragraph 30
5 that the Defendants must bring specific proof to the
6 contrary for evidence to be admissible. And when I
7 come into hearings like this in front of The Court I
8 hear a lot of things said, but basically they're just
9 words that are spoken. Whether they put them in
10 writing in their Memorandums to Dismiss or not, none of
11 them being supported by evidence nor by anything that
12 indicates validity or gives support to such statements.
13 On page 15 I go into the Rule 104, and Rule 401, and
14 Rule 402, and Rule 1001, Definitions and so forth. And
15 on page 16, paragraph 31 I say as to which claims are
16 being asserted individually versus derivatively. Such
17 is irrelevant, unrelated to, and academic towards This
18 Court serving the interest of justice. And then I
19 state a conclusion. So that is my highlights from my
20 Memorandum in Opposition for MTB. I also have other
21 Memorandums for each other Defendant. And may I take a
22 moment to get cited on that?

23 THE COURT:

24 Decided?

25 MR. WEDLAKE:

1 Cited.

2 THE COURT:

3 Cited. Sure.

4 MR. WEDLAKE:

5 All right.

6 THE COURT:

7 Actually we'll take about a five minute break if that's
8 okay with everybody. The rest room is the last door on
9 the right, so I'll give you five minutes to get
10 everything pulled up so we can proceed with your
11 argument. Okay?

12 MR. WEDLAKE:

13 It will just take me a minute and I'll be ready. Thank
14 you.

15 THE COURT:

16 All right. We'll be at ease for five minutes.

17 (Off the Record 11:01 a.m -- 11:09 a.m)

18 THE COURT:

19 We'll go back on the record. Mr. Wedlake, I think you
20 were going to present on some of your other Memorandums
21 in Opposition as to State Farm and Woodington HOA.

22 MR. WEDLAKE:

23 Yeah. So in the order now I will hit highlights from
24 my Motion -- Memorandum in Opposition for the Board.
25 So on page 1 of this Memorandum, which I may have

1 missed now in the earlier one as well, but I think an
2 important distinction that I point out here is that
3 each of these Motions to Dismiss must be considered as
4 a Motion for Dismissal in part. That is to say that
5 whether certain points are dismissed does not
6 necessarily mean that the entirety of my case should be
7 dismissed. That's on page 1. Similarly, starting on
8 page 2, the same thing that the standard of review
9 should be based on Rule 12(b)(6), which again didn't
10 seem to be mentioned. The same arguments otherwise as
11 I think we've previously covered. However, in this
12 case there was a claim that there was no jurisdiction
13 so that Rule 12(b)(1) indicated that my case should be
14 dismissed. Whereas as shown on page 2, I state the
15 jurisdiction of This Court applies per Complaint,
16 paragraph 1, which showed proof of all the requirements
17 for jurisdiction and reiterated that in exhibit as
18 attached to this Memorandum Exhibit OP.1. I review
19 again the same stuff about the Motion to Dismiss in
20 Federal Court on page 3, Erickson versus Pardus. All
21 the same stuff there otherwise. However, now in this
22 Memorandum I state that -- at the end of page 3
23 continuing on page 4, in the event that The Court may
24 interpret the Motion to Dismiss as translated into a
25 Motion for Summary Judgment, since Plaintiff requested

1 a "full and fair opportunity to complete discovery via
2 my Motion for a Continuation to postpone to allow
3 discovery," which I believe is also properly filed
4 before This Court. Citing the case precedents that
5 indicate again that that should not be done.

6 Continuing onto page 4. I reiterate again at the
7 bottom of page 4, Argument 1, that everyone here is in
8 agreement that the previous cases are currently pending
9 appeal. No final order giving judgment exists for any
10 appealed case. And then go onto to clarify a listing
11 of the cases on page 5, where the captions particularly
12 indicate that these things are not the same. And said
13 that is indicated based upon what is appearing on page
14 5 of my Memorandum ending on page 6. I state again on
15 page 6 that I fully expect reversal from dismissal of
16 all three appealed cases. And then I cite the South
17 Carolina Code of Laws Section 15-3-90, which gives me
18 the right to bring another case as I understand the
19 meaning of this statute. And I state on page 6,
20 paragraph 3 that Plaintiff's lawsuits to date relate to
21 the Board are based upon questions of law as supported
22 by genuine issues of material fact being brought before
23 a Court of law. And I go on with other comments there.
24 Specifically, that under the Preamble in the
25 Declaration of Covenants, Conditions, and Restrictions

1 for Woodington Subdivision it says that Plaintiff, that
2 I have specific rights "to prosecute any proceeding at
3 law," which I indicated as Exhibit OP.2. And in item
4 -- paragraph 4, it continues over on page 7. The case
5 caption in this case is based on breach of contract by
6 the Board, which is not the same as is cited in other
7 cases. In Item-- paragraph 6 on page 7, again I
8 reiterate as I did in the previous Memorandum that I
9 provided evidence that the action brought is a
10 derivative action and I stated comments on that
11 previous page as also contained in paragraph 6. I
12 won't reiterate again the fact that the Bylaws as in
13 paragraph 7 on the bottom of page 7, Bylaws cannot
14 contain provisions which are unlawful, which has been
15 the crux of arguments brought previously. And then
16 it's specific in S.C. Code of Laws. The Bylaws cannot
17 contain provisions which are unlawful. Consequently
18 claims based on unlawful provisions of the Bylaws
19 really have no standing for This Court. On page 8,
20 Item 7A I cite the Nonprofit Corporation Act, Sections
21 33-31-206 and 33-31-831, which I also attached as
22 Exhibit OP.3 to this Memorandum. In Item 7B I again
23 review all the other violations of law by the Board
24 citing Section 33-31-140 as we discussed previously
25 voted by the numbers. Not discussed previously 7(b)(2)

1 on page 8, Section in 33-31-724. The Board had no
2 proxies for what they did when they voted in the
3 ballots as they claim has been done. There were no
4 proxies that they had and consequently the law
5 precludes them having done this. Item 7C again I
6 review the statements that appear in Orders that have
7 been referenced in the Memorandum -- the Motions to
8 Dismiss, where again much of content of those Orders
9 were not stated by Courts during hearings. And I have
10 attached Exhibit OP.4.2 to prove that contention. And
11 I itemize again in Item 7C.1 through 7C.5 that none of
12 these statements were proper in the Order.

13 THE COURT:

14 Mr. Wedlake, I just want to remind you that I've read
15 this -- your Memos and I will possibly read them again,
16 but you don't have to go through every single point.
17 What I need you to do in this Motion Hearing is to
18 properly and summarily respond to the Defense Counsel's
19 arguments for dismissal of your suit. I've read it in
20 detail.

21 MR. WEDLAKE:

22 Okay.

23 THE COURT:

24 Going through point by point and paragraph by paragraph
25 summing it back up to me, you know, is -- I don't want

1 -- I just don't think it's going to help much because
2 I've read it.

3 MR. WEDLAKE:

4 And thank you for that, Your Honor.

5 THE COURT:

6 Yes, sir.

7 MR. WEDLAKE:

8 My impression however has been in Circuit Court that
9 that is not the case. The Judges not only are
10 uninformed or have not read the content that's
11 presented before The Court.

12 THE COURT:

13 Well, we're not in Circuit Court. We're sitting here
14 in the People's Court, Magistrate's Court and you're
15 representing yourself.

16 MR. WEDLAKE:

17 It's very good, but they also -- they also do not
18 listen to anything I say when I plead in hearings as
19 well, which is the nature of the abuse of judicial
20 discretion which I believe has been referenced here.

21 THE COURT:

22 We're not here to relitigate the other cases that were
23 or are pending in Circuit Court or Appeals Court.
24 We're here on this case and I am intently listening to
25 you.

1 MR. WEDLAKE:

2 All right.

3 THE COURT:

4 So you may proceed.

5 MR. WEDLAKE:

6 Well, in other pages then I cite what I believe are
7 other false claims. And particularly on page 11 I cite
8 Rule 12(f) South Carolina Rules of Civil Procedure that
9 there are claims brought in their Motions which are
10 immaterial, scandalous matter, and must be stricken
11 under this Rule. An important point on page 11,
12 paragraph -- page 11, paragraph 11, no causes of action
13 in the Complaint are the same that have been previously
14 claimed and I give the details of that. Okay. I
15 present on page 13 and following, content relating to
16 the conspiracy, which Counsel has claimed again is
17 irrelevant, and I can't say that, but what I have said
18 is contained in 12, 13. Now, another important point
19 though was picked up on paragraph 13. The doctrine of
20 res judicata I say is inapplicable in this case and
21 give arguments to that effect. Defendants are
22 different and so forth saying claims are not claims and
23 so forth. I also contend in Section Titled B on page
24 14 that my claims are not barred by collateral
25 estoppel. And I won't -- won't go into any other

1 details then based upon comments from Your Honor. The
2 important points are however is that their claims are
3 not supported by evidence, facts, nor by case
4 precedents. Okay. Again, I state on page 17 that I
5 don't believe there's any legal basis nor authority
6 that exists about the question of which claims are
7 individual and which are derivative, and it has been
8 stated by Counsel here today that again I have
9 improperly filed a derivative action. I don't believe
10 that's true. Again, no previous cases have been --
11 have been -- the judgments have been given without
12 adjudication on the merits. And I state on page 17
13 again I believe I have a standing to bring a derivative
14 suit. Importantly relative to this on paragraph 24 on
15 page 17 I do not need support shown from -- from all
16 the members nor from any fixed number of members to be
17 able to state as I have in the caption of my cases this
18 is brought on behalf of other-similarly-situated
19 members as has been proven by the figure cited
20 previously. Okay. I believe that I covered that the
21 referenced suit class action against me is not
22 certified at this time. And I conclude at page 19,
23 paragraph 27 no nonfactual contentions nor any
24 contentions which are for prevarications, should lead
25 to dismissal. So that summarizes this Memorandum in

1 Opposition. So may I continue on to the next
2 Memorandum in Opposition as relates to State Farm?

3 THE COURT:

4 You may proceed. This is your time.

5 MR. WEDLAKE:

6 Give me just a moment to switch pages here. All right.
7 So similarly State Farm has claimed that I cannot bring
8 action against them under the contract and that is the
9 key of my argument in my Memorandum in Opposition. And
10 as I state on page 2 again there are multiple genuine
11 issues of material fact that exists and are in dispute.
12 And I have presumed that my Amended Complaint has been
13 accepted and is in front of This Court based on the
14 fact that you heard arguments from Counsel representing
15 State Farm

16 THE COURT:

17 Correct.

18 MR. WEDLAKE:

19 Then I review the standard for Motion to Dismiss. The
20 same stuff about Motion to Dismiss in Federal Court,
21 Erickson versus Pardus. I review again if it should
22 translated into a Motion for Summary Judgment. All
23 right. So my arguments begin on page 5. That I have
24 standing to sue via payment of dues as a member of the
25 WHOA that paid the insurance coverage premium And

1 since I paid the premium in part I am an owner of the
2 policy, which therefore in my statements here in
3 summary are that if I am an owner of the policy then I
4 have a right to presume that the contract must be
5 abided by -- by State Farm. And an important point
6 here on page 5, a section titled "Plaintiffs are third-
7 party beneficiaries," is that this also gives me an
8 indirect action against State Farm as a third-party
9 beneficiary. And I cite case precedent Kingman versus
10 Nationwide Mutual Insurance Company as such on page 5.
11 And on page 6 the point of the matter is State Farm has
12 not performed according to the insurance contract
13 taking optional elections as they allege to provide
14 coverage, which is a breach of contract under the
15 insurance contract, because I have not claimed monetary
16 damages. As may be recalled from the Amended Complaint
17 I specifically changed request for nominal damages of
18 \$1 to zero dollars such that the contract provision
19 that monetary damages must exist for them to provide
20 coverage does not exist in my case. Consequently
21 without contractual means by which they can provide
22 coverage they cannot provide coverage under the
23 contract. I also claim in Item 2 on page 6 that the
24 contract does not provide the option that they claim
25 they have to provide a defense. And on page 7 I

1 excerpt the actual contract contents, which I believe
2 applies. Okay. I won't -- I won't state anything else
3 on any of this other stuff on page 7, Items 3 and Items
4 4, other than is nothing in the contract that triggers
5 coverage. So, again, under the contract they are
6 prohibited from supplying coverage. Now, in that
7 regard the fact that the Board seeks Counsel to
8 represent them, although that may be their right, is
9 contrary to the best interest of the Association
10 because that simply leads to stuff like this, Motions
11 to Dismiss so that my cases never are addressed and
12 their merits are never heard, judgments are never
13 given, ruling -- are never stated to resolve the
14 issues. The lack of resolution of the issues is the
15 thing that damages the corporation and leads to
16 continued disputed unrest between me and the Board.
17 All right. So, the other points that they made in
18 their Motion to Dismiss is that I cannot prosecute the
19 current action against it. I am a policyholder
20 therefore I have every right to expect them to act
21 according to the contract. On page 9, paragraph 8 I
22 cite the Section 36-2-210 and 36-2-301. Okay. And
23 that's -- that's basically it on this one, Your Honor.
24 Thank you, Your Honor.

25 THE COURT:

1 Thank you, Mr. Wedlake. Would any of the Defense
2 Counsel like to respond to Mr. Wedlake's presentation?

3 MS. KELLAHAN:

4 Your Honor, I just a few things that I want to point
5 out and make sure The Court is clear on.

6 THE COURT:

7 Yes, ma'am

8 MS. KELLAHAN:

9 Very briefly. Mr. Wedlake made a statement that the
10 parties admit the merits have never been considered,
11 that his cases have just been dismissed, and I wanted
12 to be sure that the record was clear. McCabe, Trotter
13 & Beverly does not admit that. The case that we were
14 all talking about 2019-CP-23-1501 was dismissed on
15 Summary Judgment, which is a determination on the
16 merits. The Court decided there were no genuine
17 material issues of fact and decided the case was a
18 matter of law. So McCabe, Trotter & Beverly believes
19 that this was decided on the merits. Mr. Wedlake cites
20 Section 15-3-90 which says -- which is the effect of a
21 Reversal Judgment for the proposition that his
22 defamation claim isn't barred by the statute of
23 limitations and he says he expects case 2017-6301 will
24 be reversed. That case didn't have anything to do with
25 McCabe, Trotter & Beverly. We were Counsel in that

1 case, but we weren't a party. There was no defamation
2 claim. So even if that case is reversed it wouldn't
3 somehow restart the statute of limitations on a
4 defamation claim that wasn't brought until 2020. He
5 also cites Section 15-31-30 as -- for the proposition
6 that because Woodington Homeowners' Association, who he
7 purports to represent as a nominal Plaintiff, because
8 they paid our invoice that somehow restarts the statute
9 of limitation on Mr. Wedlake's defamation claim.
10 That's not at all what that section provides. That
11 section provides that when you make a part payment on a
12 debt and that restarts the statute of limitations based
13 on common law that this section just provides the
14 mechanism by which you bring suit -- you bring suit on
15 the original action, not the new payment. And the last
16 thing I just wanted to point out to The Court was that
17 Mr. Wedlake cited Section 40-11-110 for the proposition
18 that McCabe, Trotter & Beverly can be held guilty of
19 extortion. Title 40, Chapter 11 governs contractors.
20 It doesn't at all apply to the case at hand. It's
21 talking about when a homebuilder or another general
22 contractor commits some bad act, so it doesn't apply in
23 this case here.

24 THE COURT:

25 Mr. Smith.

1 MR. SMITH:

2 Very briefly, Your Honor. First of all, no discovery
3 in Magistrate's Court so Mr. Wedlake's argument for
4 discovery is improper. Secondly, Exhibit B to our
5 Motion, which is the Order granting Summary Judgment in
6 Case 2019-CP-23-1501, makes findings of the fact that
7 essentially refute all of Mr. Wedlake's arguments and
8 he's made it clear that he believes the Circuit Court
9 is biased and he's trying to relitigate that Order here
10 and that's improper. And I would suggest that the only
11 person harming the community is Mr. Wedlake and he
12 continues to do so with these filings and I don't know
13 that sanctions are warranted, but at some point he's
14 got to stop with these frivolous lawsuits and
15 continuing to just file in other forums. And I don't
16 know that there's anything that Your Honor can do to
17 curtail that and he seems pretty determined, but we
18 would just ask that our Motions be granted in their
19 entirety based on the fact that he's just relitigating
20 the same cases and then barred by collateral estoppel.

21 THE COURT:

22 Mr. Farr.

23 MR. FARR:

24 And very briefly on behalf of State Farm Mr. Wedlake
25 mentioned over and over about there are genuine issues

1 of material fact. This is not a Summary Judgment
2 Hearing. This is a Motion to Dismiss Hearing. I will
3 state his failure to state a claim upon which relief
4 can be granted, so even if he could have all the
5 discovery he wanted the simple fact is that as is
6 currently pled he has not stated a claim against State
7 Farm. He is -- there is no contract between the
8 parties. There has been no breach and he has shown no
9 damages. The fact that he is, you know, presumably I
10 guess paying HOA dues and so part of those dues maybe
11 go to paying the premiums of the policy doesn't make
12 him a policyholder. My neighbor, if I get in a bad
13 poker match with my neighbor and I wager that I'll pay
14 his insurance premiums for six months and lose, doesn't
15 make me all a sudden a party to that contract even
16 though I'm paying for his policy. He's also not a
17 third-party beneficiary particularly with respect to
18 these claims. I'm trying to figure out exactly what
19 benefit he was supposed to have gotten when he sues his
20 own HOA Board here, but. And then damages, I don't
21 really know how he's been damaged by the fact that
22 State Farm is defending his HOA. You know like I think
23 what he just summed up saying he doesn't want them to
24 have a lawyer. He wants to be able just to come in and
25 do what he wants. And so he can't have it both ways.

1 He can't say, "You guys want to pay for a lawyer, you
2 can't do that. Your insurance company wants to pay for
3 it, you can't do that either." So, thank you.

4 THE COURT:

5 Thank you very much. Mr. Wedlake, I'm going to --

6 MR. WEDLAKE:

7 May I make one counter comment then?

8 THE COURT:

9 All right. You can make one more counter comment, yes,
10 sir.

11 MR. WEDLAKE:

12 The dispute under the Rules of This Court about the
13 discovery statement that was just made that discovery
14 isn't improper. I don't believe that's true. Rule
15 15(a) was cited by the Board's representative in a
16 letter I received, which was not put in front of This
17 Court, which I responded to. Since there is no Rule in
18 Magistrate's Court stating provisions for discovery,
19 therefore Rule 2 of Magistrate's Court it says you will
20 comply with the statutory requirements and/or Circuit
21 Court Rules as the rule that applies. I believe
22 discovery is entirely proper in every court proceeding
23 such that the claim about discovery being improper I
24 believe is incorrect.

25 THE COURT:

1 All right. Well, I've had an opportunity to listen to
2 the arguments of Counsel of Pro Se Litigant, Mr.
3 Wedlake. I've read all the Memorandums filed in
4 support of the Motions to Dismiss as well as the
5 Memorandums in Opposition filed by the Plaintiff. You
6 know and unfortunately, Mr. Wedlake, I agree with the
7 Defense here. You know I tried to -- I tried very hard
8 and I do my very best to stay unbiased in my position
9 as a Magistrate to make sure that Pro Se Litigants like
10 yourself are properly represented or properly allowed
11 to represent themselves in Magistrate's Court. And I
12 think you do a very good job of filing all the
13 necessary documents that I need to review. However,
14 Defense Counsel has made some very pointed -- some
15 strong points and they hit the high notes in their
16 arguments and I agree with them. You know casting the
17 Plaintiff in a false light that is not a recognized
18 cause of action in Civil Court. It may be construed as
19 a defamation suit, but in that case it has to fall
20 within the required statute of limitations and I find
21 that that falls out of the two-year statute of
22 limitations as the Defense Counsel has presented. So
23 for that reason the false light claim is dismissed. As
24 to the derivative claim, you know, I agree you're not
25 allowed to bring a derivative claim on behalf of the

1 Board or the Members of the Board without approval by
2 the Board. And we don't have any written authorization
3 by the Board President under the Rules that will allow
4 you to do that. Therefore, you know, your derivative
5 claim is not valid and you don't have any standing to
6 bring that suit. You know as far as your ability to
7 prosecute a criminal action in Civil Court that's not
8 allowed. So the extortion claim is not a civil cause
9 of action that I can consider and it certainly can't be
10 prosecuted in the Civil Court realm. It has to be
11 taken up the Solicitor's office and law enforcement. I
12 can't consider that. As far as conspiracy is concerned
13 you would have to prove some sort of special or
14 economic damage such as lost wages. These legal fees
15 that have been accrued so far are as a direct result of
16 your lawsuits against the Board and the Members of the
17 Board. They have had no choice but to hire legal
18 counsel to represent them. And, you know, the attorney
19 doesn't represent in that -- well, we didn't really go
20 into this, but I wouldn't think that the attorneys for
21 the Board represent the individual members. They're
22 hired on behalf of the Board. So, you know, I haven't
23 seen any special damages presented or any factual
24 evidence. Well, we haven't had any evidentiary
25 evidence presented to The Court necessarily. I'm

1 making this ruling as a matter of law. You know
2 collateral estoppel that's issue preclusion. Basically
3 has this issue been previously litigated in other
4 courts. I absolutely believe it has. I think, you
5 know, at some point, Mr. Wedlake, this has got to stop.
6 This is costing a lot of money. I mean something that
7 can potentially bankrupt your HOA. I don't know what
8 happens when an HOA goes bankrupt. I don't practice in
9 that area of law or hear those kind of issues in This
10 Court. But, again, back to the -- or as to the State
11 Farmsuit, you know, Mr. Farr is correct. You have to
12 go get a DJ or file a DJ Action, get a Declaratory
13 Judgment that says you should be a party to that
14 insurance contract between the Board and State Farm
15 But, otherwise, you don't have the ability to file suit
16 against them for providing a defense to the HOA Board
17 and you certainly aren't a party to that contract which
18 would invoke any coverage or protections for yourself
19 as an individual at this time. Unless a Court says
20 otherwise that matter is not before me today and I
21 certainly am not going rule on whether or not you have
22 any protections under the State Farm policy as an
23 individual member or member of the Association. You
24 know I know that you mentioned in some of your Memos
25 that there was some evidentiary issues and brought up

1 some of the Rules of Evidence, but this is a hearing on
2 the Motion to Dismiss and all the grounds presented
3 along with your defenses to those. I can't really make
4 any determinations on any evidentiary issues because we
5 just haven't gotten that far. You know I'm happy to
6 let the Circuit Court make a decision on what I rule
7 today, but, you know, you don't have a standing to sue
8 State Farm and you certainly don't have a standing to
9 bring a derivative suit. And any of the false light or
10 extortion claims fail as a matter of law. So with
11 that, Mr. Wedlake, I'm going to have to dismiss this
12 suit. And I'm dismissing it in This Court with
13 prejudice. You can't bring it back here. And, you
14 know, I appreciate what you're doing, but I think it's
15 causing an intense hardship on your neighborhood. I
16 mean, you know, these attorneys over here are making
17 plenty of money defending your lawsuits, but it's not
18 helping your neighborhood at all. You know I can't get
19 involved in the governments of your Board. I can't
20 make decisions about that, so I'm not. So I can just
21 look at this suit and decide whether or not it needs to
22 go to any further and I'm dismissing it today. So with
23 that would, Ms. Kellahan, or which of the attorneys
24 would like to prepare a proposed Order. I know you-all
25 want to put in some specifics here.

1 MS. KELLAHAN:

2 Your Honor, I'm actually not being paid to be here
3 today.

4 THE COURT:

5 Okay. I'm sorry. I shouldn't have gone there.

6 MS. KELLAHAN:

7 No, that's okay. So if somebody who is getting paid
8 here today wants to draft it that would be great, too.

9 MR. FARR:

10 How about Chris and I both are being paid by State
11 Farm, so why don't we work together and we'll come up
12 with a joint Order for everybody?

13 THE COURT:

14 All right. All right. I don't mean to get involved in
15 who's getting paid and who's not, but definitely would
16 -- you-all just agree on who is going to submit a
17 Proposed Order. And what that they're going to do is
18 email it to us because we're all on that same email
19 chain, Mr. Wedlake. And then you'll have an
20 opportunity to review it and respond to it with any
21 corrections and/or clarifications or proposed
22 deletions, however you want, and then I'll take a look
23 at it. Kind of like we did in the last case.

24 MR. WEDLAKE:

25 Yes. Now, Your Honor, am I correct that there have

1 been no claims for dismissal with prejudice brought to
2 The Court?

3 THE COURT:

4 I have the discretion to do that and so I'm doing it.

5 MR. WEDLAKE:

6 So you are doing that on your discretion?

7 THE COURT:

8 Yes, sir.

9 MR. WEDLAKE:

10 And we touched on the fact that when Counsel writes
11 Orders, Proposed Orders, they submit them I reply
12 with objections and my objections are never considered
13 and then a whole bunch of stuff goes into the Order,
14 which is then used as a soapbox just like it was by
15 Counsel here today.

16 THE COURT:

17 Well, we haven't ever exchanged Proposed Orders. So
18 you don't know how I'm going to do that. So what I'd
19 like for you to do is once he emails the Order if you
20 have Microsoft Word you can take it and do it, review
21 it, and add things or delete things, strike through
22 things using track changes. So I'll see where every
23 time you've made an edit you can email that to me.

24 MR. WEDLAKE:

25 Now, that's what I have done in the past, which has

1 been ignored, which is all I'm citing to your attention
2 at this time.

3 THE COURT:

4 Okay. Well, I won't ignore it. I'll certainly
5 consider it. Now, that doesn't mean that I'm going to
6 agree with you, but I'll let you know.

7 MR. WEDLAKE:

8 Now, I have four other hearings scheduled on the 30th
9 so what the game typically is is an Order is put in and
10 within three days it's signed by the Judge regardless
11 of my objections and/or the fact that I said, "Look, I
12 can't respond in that interval."

13 THE COURT:

14 What other hearings? They're not relative to this
15 action necessarily. There's nothing else to be heard
16 in This Court.

17 MR. WEDLAKE:

18 This is the same issue I brought up to The Court here
19 as well as The Court, the Circuit Court involving this
20 one. I'm just a single person. There's just 24 hours
21 in a day.

22 THE COURT:

23 You brought this all on yourself.

24 MR. WEDLAKE:

25 I can't do things that The Court requires within a

1 specific time frame necessarily and I'm not talking
2 about months. I'm talking about just a matter of days.
3 One of the Orders, Proposed Order, that was issued was
4 signed by the Judge without any change overall of my
5 objections within one day.

6 THE COURT:

7 And that's within the Judge's purview to do that, so.

8 MR. WEDLAKE:

9 I'm not saying it's not within the Judge's purview.

10 I'm saying it's judicial bias against me, Your Honor.

11 THE COURT:

12 Okay. Well, I'm trying to really hard to be neutral
13 here, but I have to do -- I have to consider this as a
14 matter of law. We're not getting into this --

15 MR. WEDLAKE:

16 Yes, I am not questioning matters of the law or your
17 judgment in that regard at this time.

18 THE COURT:

19 Thank you.

20 MR. WEDLAKE:

21 However, I will confer with my attorney adviser and
22 decide whether a Notice of Appeal will be appropriate
23 in this case. Particularly as in my Complaint I have
24 cited unlawful actions by the Board which apparently
25 have been ignored by this hearing.

1 THE COURT:

2 You can appeal me. I will not be personally offended
3 one bit. We can let the Circuit Court listen to the
4 record and decide for themselves. I won't be offended,
5 but that's your decision to make, but for purposes of
6 today this hearing is concluded and the matter is
7 dismissed with prejudice.

8 MR. WEDLAKE:

9 Thank you, Your Honor, and I will consciously consider
10 what you have said.

11 THE COURT:

12 Yes, sir.

13 MR. WEDLAKE:

14 Thank you very much.

15 THE COURT:

16 Thank you, Mr. Wedlake. Thank you, Counsel. You-all
17 have a good day.

18 HEARING ADJOURNED 11:51 A.M

19

20

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22

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24

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CERTIFICATE OF REPORTER

I, RACHEL H. WOOD, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing 64 pages represents a true and accurate transcript of the Magistrate Court hearing which was taken by me on the 24th day of November, 2020.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Rachel H. Wood, Reporter
Notary Public for South Carolina
Commission Expires: 02/13/2029

EXHIBIT TAO.1 - Original Transcript Order Request of 05/14/21

From: Ray Wedlake <wedlakera@mail.com>
To: mwoods@sccourts.org, tmcbride@sccourts.org
Cc: transcripts@sccourts.org
Subject: Request for Transcript
Date: Fri, 14 May 2021 10:23:34

RE: 2020-CP-23-05996

Dear Ms. Woods and Ms. McBride:

Though I am confused about which of you may have been involved, please accept my request for a transcript from a "Virtual Courtroom Hearing" with Judge Verdin on April 22, 2021, at around 09:45 - 10:00, Common Pleas No.: 2020-CP-23-05996 . Caption information for this case is appended.

Please tell me if there may be complications due to the fact this hearing was "Virtual". I anticipate your direction to me to send payment for your services.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

----- Appendix -----

Case No. 2020-CP-23-05996
Case No. 2020-CV-23-10201384

Raymond A. Wedlake, as a Member of Woodington Homeowners' Association, Inc., and on behalf of other-similarly-situated Members of Woodington Homeowners' Association, Inc., Appellant

v.

Board of Directors of Woodington Homeowners' Association, Inc.,
comprised of Mona Craigo, Edward Decker, and Sandra LaCroix
at the time of filing; and, McCabe, Trotter & Beverly, P.C.;
and, State Farm Fire and Casualty Company, Respondents

EXHIBIT TAO.2 - Official Form of 05/21/21

Transcript Request Form

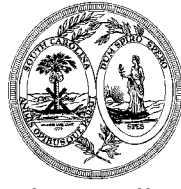
Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter and to South Carolina Court Administration at transcripts@sccourts.org. Click [here](#) for instructions on how to find the court reporter's email and mailing addresses. Once the court reporter receives your request, it will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party. Please send by mail a money order or certified bank check to the court reporter in order to obtain the transcript. Some court reporters may accept personal checks. Please check with the court reporter to see if this option is available. Once your request is received, you will receive a copy of this form with the bottom portion completed. Please promptly submit your payment in order for the transcript to be provided. If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.

| Requestor's Information | | | |
|---|--|--|--------------------------|
| Full Name _____ Raymond A. Wedlake | Phone Number _____ 864-254-9262 | Email Address _____ wedlakera@mail.com | |
| Mailing Address _____ 703 Creekview Drive | City Greenville | State SC | Zip Code 29607 |
| Transcript Information | | | |
| Docket Number 2020-CP-23-05996 | Case Caption (i.e. State v. John Doe or Smith v. Smith) Raymond A. Wedlake, et al. v. Board of Directors of WHOA et al. | | |
| Date(s) of Proceeding April 22, 2021 | Circuit <input checked="" type="checkbox"/> Family <input type="checkbox"/> | County Greenville | |
| Presiding Judge Letitia H. Verdin | Expedited Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| Court Reporter(s) _____ Margaret Woods | Opposing Counsel _____ Clarkson, Walsh & Coulter, P.A. _____ McCabe, Trotter & Beverly, P.C. _____ Gallivan White & Boyd, P.A. | | |

Requestor's Signature: Raymond A. Wedlake **Date:** May 21, 2021
 (Typed name will serve as signature)

Note: If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter.

| For Court Reporter Use Only | | | |
|---|-------------------------------|-------------------------------|--------------------------|
| Full Name _____ | Date Received _____ | Email Address _____ | |
| Notice of Estimate to Requestor Party Date: _____ Number of Pages: _____ Estimated Amount _____ | | | |
| Mailing Address for Payment _____ | City _____ | State _____ | Zip Code _____ |



State of South Carolina
The Circuit Court of the Thirteenth Judicial Circuit
EXHIBIT TOA.3 - Woods Acknowledges 05/27/21

Margaret A. Woods
Official Court Reporter

May 27, 2021

P.O. Box 80243
Simpsonville, SC 29680

Mr. Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607

Re: Raymond A. Wedlake vs. Board of Directors of WHOA, e tal.
Case No: 2020-CP-23-05996
Date of hearing: April 22, 2021

Dear Mr. Wedlake:

I am in receipt of your letter requesting the above-referenced transcript. I have reviewed my records and estimate that your transcript will be 13 pages. Based on the current rate of \$4.25 per page, the cost will be \$55.25. Under our rules, I have 60 days in which to complete the transcript.

Upon receipt of a certified check or money order (no personal checks, please) made payable to Margaret A. Woods for \$55.25 (to the address above), the 60 days begin. If I have underestimated the number of pages, you will be notified prior to delivery of the transcript of the balance due. If I have overestimated the number of pages, you will be refunded the overpayment.

In the event I need an extension of time to complete the transcript, I will request an extension from Court Administration. You will be notified if the extension is granted.

Sincerely,

Margaret A. Woods
Official Court Reporter