THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
In the Court of Common Pleas for the Ninth Circuit

The Honorable Maite Murphy, Circuit Court Judge

Appellate Case No. 2019-000671

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SC Court of Appeals

Tammy C. Richardson ..... Respondent,

v.

Halcyon Real Estate Services, LLP and McCabe, Trotter & Beverly, P.C. ..... Defendants,

Of whom McCabe, Trotter & Beverly, P.C. is the ..... Appellant.

RECORD ON APPEAL – VOLUME 1 OF 3

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February 7, 2020

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FORM 4

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

FILED - RECORDED
2016 JUN -1 PM 4:10
CHERYL [illegible]
CLERK OF COURT
DORCHESTER COUNTY

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2016CP1801001

PLAINTIFF(S)		DEFENDANT(S)
Tammy C Richardson Wes Baker Allison		Halcyon Real Estate Services LLC McCabe Trotter & Beverly P C

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

ORDER INFORMATION

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

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

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

Edgar Dickson	2153	5/5/2016
Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

This judgment was entered on **6-1-2016**, and a copy mailed first class or placed in the appropriate attorney's box on **6-1-2016**, to attorneys of record or to parties (when appearing pro se) as follows:

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ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	) CASE NO.: 2015-CP-18-1575
	)
SOUTHERN MAGNOLIA HOMEOWNERS' ASSOCIATION,	) **2016-CP-18-1001**
Plaintiff,	)
vs.	) **ORDER ON MCCABE, TROTTER & BEVERLY P.C.'S MOTION TO DISMISS THE THIRD-PARTY COMPLAINT**
TAMMY C. RICHARDSON,	)
Defendant.	)
TAMMY C. RICHARDSON,	)
Third-Party Plaintiff,	)
vs.	)
HALCYON REAL ESTATE SERVICES, LLC; MCCABE, TROTTER & BEVERLY, P.C.,	)
Third-Party-Defendants.	)

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2016 JUN -1 PM 4:00
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

This matter came before this Court on Third-Party Defendant McCabe, Trotter & Beverly, P.C.'s Motion to Dismiss the Third-Party Complaint filed November 30, 2015. The parties offered oral argument at a hearing on January 19, 2016. After considering the parties' arguments, submissions and applicable law, the Court denies the Motion in part and grants the Motion in part. The Court's ruling is further described below:

Background

This is a foreclosure action for unpaid homeowners' association dues. Tammy Richardson is the Defendant/Third-Party Plaintiff and owns a home, Lot 86 known as 132

Cotillion Crescent in Summerville, South Carolina ("the Property"). The Property is part of the Southern Magnolia development. The Southern Magnolia Homeowner's Association ("the HOA") is the Plaintiff in the case. The HOA retained the law firm McCabe, Trotter & Beverly, P.C. ("McCabe Trotter") to pursue collection of unpaid HOA dues against Ms. Richardson. Third-Party Defendant Halcyon Real Estate Services, LLC ("Halcyon") is a property management company that works with the HOA.

In the course of pursuing collection of unpaid HOA dues for the HOA, McCabe Trotter filed a Lien on the Property, followed by a non-jury action to foreclose the Lien and recover the unpaid HOA dues from Ms. Richardson on August 10, 2015. That action, filed with the Dorchester County Clerk of Court has proceeded under the above caption with the case number 2015-CP-18-1575.

Through counsel, Ms. Richardson filed an Answer to the Complaint denying liability for the unpaid HOA dues, as well as counterclaims against the HOA on September 15, 2015. On. October 29, 2015, Ms. Richardson filed an Amended Answer, Counterclaim and a Third-Party Complaint alleging causes of action against McCabe Trotter and Halcyon. The Third-Party Complaint asserts the following causes of action against McCabe & Trotter: a) Demand of an Accounting; b) violation of the UTPA; c) Unjust Enrichment; and d) violation of the Fair Debt Collection Practices Act ("FDCPA"). McCabe Trotter filed the subject Motion which asked the Court to dismiss the Third-Party claims and in the alternative, sever those claims from the pending foreclosure action.

Ruling

A motion to dismiss under SCRCP 12(b)(6) is "base[d] solely upon the allegations set forth on the face of the complaint. The motion may not be sustained if the facts alleged in the complaint and the inferences drawn therefrom would entitle the plaintiff to relief under any theory." *Charleston County School Dist. v. Harrell*, 393 S.C. 552, 557 713 S.E.2d 604, 607 (2011). The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief. *Toussaint v. Ham*, 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987). All properly pleaded factual allegations are deemed admitted for the purposes of considering a motion for judgment on the pleadings. *Hambrick v. GMAC Mortg. Corp.*, 370 S.C. 118,, 634 S.E.2d 5 (Ct. App. 2006).

Ms. Richardson's first cause of action demands an accounting. However, she does not plead she has made any payments to the attorneys for the amounts allegedly owed. Ms. Richardson does not actually state a cause of action for which relief can be granted, therefore this cause of action is dismissed.

The remaining causes of action are for violation of the UTPA, Unjust Enrichment, and violation of the FDCPA. A Motion to Dismiss is a Motion on the Pleadings, so the Court is limited to considering the contents of the Third-Party Complaint. Upon review of the Third-Party Complaint, and considering for purposes of this Motion, the facts pled as true and in the light most favorable to Ms. Richardson, dismissal of those claims is not appropriate at this time.

SCRCP 18(c) provides "[T]he court may make such orders as will prevent a party from being embarrassed, delayed or put to unnecessary expense by the joinder of independent or disassociated claims, and may order separate trials or make other orders to prevent delay or

prejudice." SCRCP 20(b) states "[T]he court may make such orders as will prevent a party from being embarrassed, delayed, or put to expense by the inclusion of a party against whom he asserts no claim and who asserts no claim against him, and may order separate trials or make other orders to prevent delay or prejudice." According to SCRCP 21, "[M]isjoinder of parties is not [a] ground for dismissal of an action. Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Any claim against a party may be severed and proceeded with separately."

McCabe Trotter is the law firm of record for the HOA and is pursuing a collections action against Ms. Richardson. Her claims against the Third-Party Defendants relate to and arise out of actions taken in the course of the pursuit of the collections action. Allowing Ms. Richardson to pursue these Third-Party claims in the context of the foreclosure action places McCabe Trotter in the unenviable position of prosecuting the collections action and defending claims by Ms. Richardson (the collections Defendant) in the same action. This would bring undue prejudice to the Third-Party Defendants and cause delay and confusion of the adjudication of the foreclosure action (and the Third-Party claims). The interests of justice require Ms. Richardson's Third-Party claims to be severed and proceed separately from the foreclosure action.

I therefore order the remaining Third-Party claims against McCabe Trotter and Halcyon to be severed and proceed under a separate civil action number than the pending foreclosure action, which will continue under the case number already assigned to this action. The parties shall work together to assist the Clerk's Office in sorting out all pleadings and filings related to the severed claims, which shall be put in a separate file with a new case number.

IT IS SO ORDERED.

Edgar W. Dickson
Judge, First Judicial Circuit

Orangeburg, South Carolina

May 5, 2016

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STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER	COURT OF COMMON PLEAS CASE NO. 16-CP-18-1001
TAMMY C. RICHARDSON, PLAINTIFF, V. HALCYON REAL ESTATE SERVICES, LLC AND MCCABE, TROTTER & BEVERLY, P.C., DEFENDANTS.	ORDER GRANTING PLAINTIFF'S MOTION FOR SANCTIONS FOR DEPOSITION MISCONDUCT AND DENYING DEFENDANT'S MOTIONS FOR PROTECTION (SELF AND GATLING)

On March 4, 2019, multiple motions came before the Court for a hearing, three of which concern conduct that occurred during two depositions.[1] Counsel for the parties were present at the hearing. Defendant McCabe Trotter & Beverly P.C. ("MTB") filed two motions seeking protection after defense counsel instructed the witnesses not to answer questions during their depositions: (1) Motion for Protective Order (Deposition of Haylen Gatling) filed January 21, 2019; and (2) Motion for Protective Order (Deposition of Sheri Self) filed January 31, 2019. Plaintiff filed a Motion and Memorandum in Support of Sanctions on February 7, 2019 concerning the conduct of MTB's counsel during those same depositions.

After carefully listening to the oral arguments of counsel, thoroughly reading all of the filings, including the relevant deposition transcripts and testimony cited, and after due consideration, the Court grants Plaintiff's Motion for Sanctions because of the conduct shown and the reasons stated in Plaintiff's Memorandum. This Court grants the relief sought and listed on page three of Plaintiff's Memorandum as explained herein and denies MTB's Motions for

[1] The other motions have been resolved by separate Order filed March 21, 2019.

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Protection (Self and Gatling). In addition, attorney's fees and costs incurred by Plaintiff for the prior depositions (Self and Gatling) and the subsequent depositions to take place (Sheri Self, Haylen Gatling and Stephanie Trotter, Esq.) are awarded to Plaintiff. The Court's decision is based on its findings of fact and conclusions of law as follows:

I. PRESCRIBED CONDUCT DURING DEPOSITIONS.

The conduct of attorneys during the course of depositions is set forth in SCRCP, Rule 30, and particularly in *In the Matter of Anonymous Member of the South Carolina Bar*, 346 S.C. 177, 552 S.E.2d 10 (2001).

The South Carolina deposition conduct rules boil down to "if you can't do it in front of a judge, you shouldn't do it in a deposition." The Supreme Court has warned lawyers their conduct in depositions can result in ethical violations and sanctions. *In re Anonymous Member of S.C. Bar*, 346 S.C. 177, 552 S.E.2d 10 (2001). South Carolina adopted deposition conduct rules derived from *Hall v. Clifton Precision*, 150 F.R.D. 525 (E.D. Pa. 1993). Having adopted the *Hall* approach, our Court requires attorneys to operate under one of the most sweeping and comprehensive rules on deposition conduct in the nation. *In re Anonymous Member of S.C. Bar*, at 190, 16.

Prohibited conduct includes off-the record conferences, suggestive objections and interjections and unauthorized instructions not to answer. There are various additional contempt powers available to the trial court when counsel violates the Rules.

> In addition to their traditional contempt powers, judges may issue orders as a sanction for improper deposition conduct: (1) specifying that designated facts be taken as established for purposes of the action; (2) precluding the introduction of certain evidence at trial; (3) striking out pleadings or parts thereof; (4) staying further proceedings pending the compliance with an order that has not been followed; (5) dismissing the action in full or in part; (6) entering default judgment on some or all the claims; or (7) an award of reasonable expenses, including attorney fees. *Id.* Among the costs a

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> judge may deem appropriate could be those incurred for future judicial monitoring of depositions or payment for the retaking of depositions. Our judges must use their authority to make sure that abusive deposition tactics and other forms of discovery abuse do not succeed in their ultimate goal: achieving success through abuse of the discovery rules rather than by the rule of law.

Id. at 194, 18. Attorneys who cross the line during a deposition, do not promote the "just, speedy, and inexpensive determination of every action." *Id.*

During a deposition, the only permissible discussion between counsel and a witness that may take place *if it does not involve deciding whether to assert privilege* is to discuss a previously undisclosed document. *In re Anonymous Member of S.C. Bar*, at 190-191, 16. (emphasis added).

The law is clear: Conferences called to assist a witness in framing an answer, to calm down a nervous client, or to interrupt the flow of a deposition are improper and warrant sanctions. *In re Anonymous Member of S.C. Bar*, at 191, 17. If there is a permissible basis for meeting with the witness, "[b]efore beginning such a conference, the deponent's attorney should note for the record that a break is needed to discuss the possible assertion of a privilege or a newly produced document." *In re Anonymous Member of S.C. Bar*, at 191, 16. When there is an off-the-record conference, whether or not a privilege is asserted, deposing counsel may inquire on the record into the subject of the conference to determine if there has been any witness coaching. *In re Anonymous Member of S.C. Bar*, at 191, 16.

Further, an attorney cannot object to a question just because the attorney does not understand the question. *See Hall,* 150 F.R.D. at 530 n. 10 adopted and approved by *In re Anonymous Member of S.C. Bar*. It is improper for counsel to state for the record their interpretations of questions, since such interpretations are completely irrelevant and improperly suggestive to the deponent. *Id.* A

witness's attorney must also refrain from rephrasing questions for the witness. *In re Anonymous Member of S.C. Bar*, at 192, 17.

II. IMPROPER OBSTRUCTIVE BEHAVIOR OCCURRED DURING THE DEPOSITIONS.

During the depositions of Haylen Gatling (Gatling) and Sheri Self (Self), MTB counsel repeatedly interrupted the flow of the deposition and stopped to engage in prohibited off-the-record discussions with the witnesses regarding previously produced documents. When the witness was presented with a previously produced document, MTB counsel would stop the deposition and take the witness outside the room to discuss the document off the record. Neither before leaving nor after returning did MTB counsel state a valid privilege was being asserted as to the document. There was no valid reason as to why the off-the-record conferences occurred. When the witness returned, Plaintiff's counsel, as is allowed, would inquire of the witness what transpired off the record. MTB's counsel would instruct the witness not to answer. During the Self deposition, MTB counsel stopped the deposition for off the record conferences approximately 15 times and instructed the witness not to answer questions approximately 24 times. An example of the improper conduct appears in the deposition of Self on page 194. (emphasis added)

BY MR. KAHN:
Q Do you see on the second page where your initials appear?
MR. COUNTRYMAN: Going to talk to her about this before she answers any questions on it. If you have anything else you want me to go over with her, I'm happy to do that since --
MR. KAHN: I don't think the rules require that. I think what you're doing is improper. So we can --
MR. COUNTRYMAN: That's fine. But I'm doing

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16 it. So I'm telling that ahead of time. If you want me
17 to go over them with -- with her now, I'll do that. If
18 not, **then you can waste more time doing it over the**
19 **next 30 minutes. That's fine.**

An example of the effects of the improper off-the-record discussions and witness coaching involve the change in testimony of Gatling after meeting with defense counsel and Stephanie Trotter, Esq. (Trotter) of MTB who attended Gatling's deposition. Prior to an off the record meeting, as to the MTB collection process, Gatling testified she printed documents, including various parts of a form letter package and "would pull two of the pages, the notice of lien and the witness page" and put those in a box with others for Trotter to review. Dep. Gatling p. 175, 17-23; p. 176, 2-6. After improperly meeting with MTB counsel and Trotter to discuss documents, the witness returned and testified she had suddenly "misremembered" the way documents were put in the box for the MTB attorney Trotter to sign. Gatling Dep. pp. 199-200. The impropriety of the meetings was noted on the record. *See. e.g.* Gatling Dep. pp. 182-187. When Plaintiff's counsel asked what was discussed, the witness was improperly instructed not to answer by MTB counsel.

Other portions of the depositions in Plaintiff's Motion further illustrate improper conduct.

It is clear to the Court that MTB counsel repeatedly violated the standards for deposition conduct and engaged in prohibited conduct to further the goal of disrupting and impeding the discovery process in at least the following ways:

1. Repeatedly stopping the depositions to engage in off-the-record discussions that involved witness coaching;

2. Repeatedly stopping the depositions to discuss documents with the witnesses even though the documents had been previously identified or produced in discovery;

3. Failing to state a permissible reason for interrupting the depositions such as whether a privilege would be asserted for a particular document and the results of such discussion; and

4. Instructing the witnesses not to testify as to what was discussed during the prohibited off the record meetings.

These actions are prohibited and cannot be tolerated. Defense counsel's conduct frustrated the truth seeking function of the depositions and tainted the witnesses.

III. IMPROPER INSTRUCTION FOR DEPONENT TO LEAVE UNCONCLUDED DEPOSITION.

Another example of improper conduct involves MTB's counsel improperly ending the out of state deposition of Self, a former employee of MTB, for no legitimate reason. Plaintiff's counsel travelled to Macon, Georgia and was in the middle of questioning the witness about documents she created and MTB's collection process. MTB's counsel announced, "This deposition is over." Self Dep. p. 224. Plaintiff's counsel objected. MTB's counsel instructed the witness to leave. Self Dep. pp. 224-225. This conduct clearly interfered with the deposition and frustrated the truth seeking function of the discovery process. This behavior should not and will not be tolerated. Thus, MTB and its counsel will make Sheri Self available for the continuation of her deposition.

IV. IMPROPER CONDUCT CANNOT BE ALLOWED AND SANCTIONS ARE WARRANTED.

Actions taken in a deposition designed to prevent justice, delay the process, or drive up costs are improper and warrant sanctions. *In re Anonymous Member of S.C. Bar*, at 194, 18. Depositions are widely recognized as one of the "most powerful and productive" devices used in discovery. *See* A. Darby Dickerson, *The Law and Ethics of Civil Depositions,* 57 Md. L. Rev. 273, 277 (1998). "Depositions are the factual battleground where the vast majority of litigation actually takes place." *Hall*, 150 F.R.D. at 531. Since depositions are so important in litigation, attorneys face great temptation to cross the limits of acceptable behavior in order to win the case at the expense of their ethical responsibilities to the court and their fellow attorneys. When attorneys

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cross the line during a deposition, their actions do not promote the "just, speedy, and inexpensive determination of every action." *See* Rule 1, SCRCP and *In re Anonymous Member of S.C. Bar*, 346 S.C. 177, 193, 552 S.E.2d 10, 18 (2001).

It has been shown that MTB's counsel acted willfully and in bad faith. Their conduct is prejudicial to the Plaintiff as it would be to any other party in that it promotes witness coaching, the alteration of free and voluntary testimony and blocks the search for the truth via proper inquiry. Further prejudice has been shown in the form of expenditure of costs and wasted time of deposing counsel and the witnesses. There is a clear need to deter this conduct in the future and to protect against discovery abuse.

V. ORDERED RELIEF - SANCTIONS

Based on the determinations and findings herein, the Court orders the following relief:

1. The depositions of MTB employees Gatling and former employee Self are to be reconvened and continue so the depositions can be conducted and completed unimpeded. Further, the witnesses are to answer questions concerning the matters discussed during off the record conferences with MTB's counsel and Stephanie Trotter. MTB's counsel is not to instruct the witnesses not to respond to questions regarding the off the record conferences. MTB shall make the witnesses available at a time, place and date convenient to Plaintiff's counsel within 20 days of the date of this Order or at such other date, time and place as may be agreed upon by Plaintiff's counsel. MTB is required to pay the costs of these depositions to be taken.

2. Stephanie Trotter's deposition will be conducted and completed unimpeded. Further, she is to answer questions concerning discussions during the improper off the record conferences with MTB's counsel. The deposition will take place at a time, place and date convenient to Plaintiff's counsel within 20 days of the date of this Order or at such other date, time and place

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as may be agreed upon by Plaintiff's counsel. MTB is required to pay the costs of this deposition.

3. MTB's counsel shall cease and desist from the prohibited behavior discussed herein.

4. MTB is to pay attorney's fees and costs of the depositions taken and to be taken as follows:

   a) As to the prior depositions of Gatling and Self, based on the times set forth in the filed depositions, the Court notes that Gatling's deposition took approximately 8 hours 25 minutes. Self's deposition took approximately 4 hours and 45 minutes. The record further reflects that both Mr. Kahn and Ms. Arnold attended and participated in those depositions. The total time of the depositions was approximately 13.20 hours.

   b) The Court has reviewed the affidavits of Plaintiff's counsel submitted concerning their qualifications, experience in litigation and in handling various legal matters. The Court finds that the nature, extent and difficulty of the legal services rendered in coordinating, preparing and taking the depositions in this class action matter warrant the amount of attorney's fees stated herein. The professional standing of counsel is known to the Court and reflected in the affidavits submitted. Both Mary Leigh Arnold and Justin S. Kahn have handled various kinds of complex civil litigation and appeals in state and federal courts for more than 25 years each. As to the contingency of compensation, in this dispute, the Court finds that the rate stated herein to take the depositions of these witnesses in the context of this class action lawsuit is proper. As to the fee charged in the locality for similar services, the Court is aware of and of the opinion that this hourly rate is in line for attorneys of similar background and experience. Last, the attorneys have obtained beneficial results by successfully arguing and prevailing on the motions before the Court. As to these depositions, the Court finds Plaintiff's counsel are entitled to be compensated at the reasonable hourly rate stated below.

   c) MTB is to pay Plaintiff's counsel at the rate of $ 250 per hour for a total of $ 6,600. This is calculated as follows: 13.20 hours x 2 attorneys x $ 250 per hour. These fees are to be paid to Plaintiff's counsel within fifteen (15) days of the filing of this Order (time spent in travel and preparation of those depositions is neither being requested nor awarded).

d) As to the depositions of Gatling, Self and Trotter to be reconvened pursuant to this Order, Plaintiff's counsel shall file with the Court within fourteen (14) days of the completion of those depositions an affidavit stating the total time expended for taking those depositions. Defendant shall then have fifteen (15) days after the filing of the affidavit to pay the total time of the depositions for each of Plaintiff's counsel at the rate per hour stated herein (again preparation and travel time for those depositions is neither being requested or awarded).

e) The Court has reviewed the affidavits of Plaintiff's counsel. It shows the costs of the depositions of Self and Gatling are $4,265.50. These costs are to be paid by MTB to Plaintiff's counsel within fifteen (15) days of the filing of this Order.

AND IT IS SO ORDERED!

_____

Maite Murphy
Judge, First Judicial Circuit

April ___, 2019

ELECTRONICALLY FILED - 2019 Apr 04 4:01 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001

ELECTRONICALLY FILED - 2019 Apr 04 4:01 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001

Dorchester Common Pleas

Case Caption: Tammy C Richardson , plaintiff, et al VS Halcyon Real Estate Services LLC , defendant, et al

Case Number: 2016CP1801001

Type: Order/Sanctions

So Ordered

s/ Maite Murphy 2166

ELECTRONICALLY FILED - 2019 Apr 26 3:32 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	Civil Action No. 2016-CP-18-1001
	)	
TAMMY RICHARDSON,	)	
	)	
Plaintiff,	)	**ORDER DENYING DEFENDANT McCABE, TROTTER & BEVERLY P.C.'S MOTION FOR RECONSIDERATION**
	)	
vs.	)	
	)	
HALCYON REAL ESTATE SERVICES, LLC AND McCABE, TROTTER & BEVERLY, P.C.	)	
	)	
Defendants.	)	

This matter came before the Court on April 15, 2019 on Defendant McCabe, Trotter & Beverly, P.C.'s ("MTB") Motion for Reconsideration of this Court's April 4, 2019 Order. Since all arguments raised in the motion were previously raised and sufficiently ruled upon in the April 4, 2019 Order, the stay as well as the relief sought therein is denied in its entirety without the need for an additional hearing.

NOW, THEREFORE, IT IS HEREBY ORDERED that Defendant's Motion for Reconsideration is DENIED IN ITS ENTIRETY.

IT IS SO ORDERED.

_____
The Honorable Maite Murphy

_____, 2019.

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ELECTRONICALLY FILED - 2019 Apr 26 3:32 PM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001

Dorchester Common Pleas

Case Caption: Tammy C Richardson , plaintiff, et al VS Halcyon Real Estate Services LLC , defendant, et al

Case Number: 2016CP1801001

Type: Order/Other

So Ordered

s/ Maite Murphy 2166

The South Carolina Court of Appeals

Tammy C. Richardson, Respondent,

v.

Halcyon Real Estate Services, LLP and McCabe, Trotter & Beverly, P.C., Defendants,

Of whom McCabe, Trotter & Beverly, P.C. is Appellant.

Appellate Case No. 2019-000671

ORDER

After careful consideration of the parties' memoranda addressing appealability, the court has determined this appeal shall proceed at this time. Nothing in this order prevents the parties from addressing the issue of appealability in their briefs.

FOR THE COURT

Columbia, South Carolina

cc:
Robert P. Wood, Esquire
M. Dawes Cooke, Jr., Esquire
Joshua Robert Hinson, Esquire
Justin S Kahn, Esquire
Mary Leigh Arnold, Esquire

FILED
June 28, 2019

The Supreme Court of South Carolina

Tammy C. Richardson, Respondent,

v.

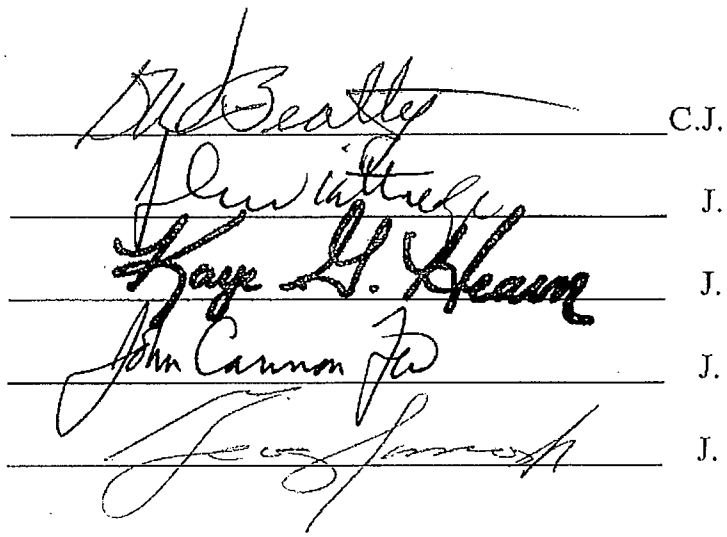
Halcyon Real Estate Services, LLP and McCabe, Trotter & Beverly, P.C.

of whom McCabe, Trotter & Beverly, P.C., is the Petitioner.

Appellate Case No. 2019-000675

ORDER

Petitioner asks this Court for a common law writ of certiorari to review an order of the circuit court limiting discovery and imposing sanctions. Respondent opposes the request. This matter does not present exceptional circumstances warranting the issuance of a common law writ of certiorari to review the discovery order. *See Oncology & Hematology Assocs. of S.C., LLC v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 380, 387, 692 S.E.2d 920, 924 (2010) (holding a writ of certiorari may be issued to review a discovery order where exceptional circumstances exist); *see also Davis v. Parkview Apartments*, 409 S.C. 266, 280, 762 S.E.2d 535, 543 (2014) (stating to challenge discovery orders, the normal course is to refuse to comply, suffer contempt, and appeal from the contempt finding); *S.C. Bd. of Exam'rs in Optometry v. Cohen*, 256 S.C. 13, 18, 180 S.E.2d 650, 652 (1971) (holding a writ of certiorari is not a substitute for an appeal); *see also Ex parte Whetstone*, 289 S.C. 580, 580, 347 S.E.2d 881, 881–82 (1986) (stating a party may either comply with the discovery order and waive any right to challenge it on appeal, or refuse to comply with the order and appeal after a contempt order is issued for failure to comply); *Davis v. Parkview Apartments*, 409 S.C. 266, 280, 762 S.E.2d 535, 543 (2014) (holding that to challenge discovery orders, the normal course is to refuse to comply, suffer contempt, and appeal from the contempt finding). Accordingly, we deny the petition for a common law writ of certiorari.



C.J.

J.

J.

J.

Columbia, South Carolina

August 2, 2019

cc:
Robert P. Wood, Esquire
Joshua Robert Hinson, Esquire
M. Dawes Cooke, Jr., Esquire
Justin S Kahn, Esquire
Mary Leigh Arnold, Esquire

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) FOR THE FIRST JUDICIAL CIRCUIT
) CASE NO.: 2015-CP-18-1575
Southern Magnolia Homeowners' Association,) 2016-CP-18-1881
)
Plaintiff,) THIRD PARTY SUMMONS
v.)
)
Tammy C. Richardson,) JURY TRIAL DEMANDED
)
Defendant(s).)
)
Tammy C. Richardson,)
)
Third-Party Plaintiff,)
)
v.)
)
Halcyon Real Estate Services, LLC; McCabe, Trotter, & Beverly, P.C.)
)
Third-Party Defendant's)

RECORDED
2015 NOV 25 PM 12:27
CHERYL - CLERK OF COURT
DORCHESTER COUNTY

TO: ALL NAMED THIRD PARTY DEFENDANTS:

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

RESPECTFULLY SUBMITTED,

[SIGNATURE BLOCK TO FOLLOW]

MARY LEIGH ARNOLD, P.A.

Mary Leigh Arnold, Esquire
749 Johnnie Dodds Blvd., Ste. B
Mt. Pleasant, South Carolina 29464
Phone: 843-971-6053
Facsimile: 843-971-6055
sammie@maryarnoldlaw.com
Attorney for Third Party Plaintiff

October 27, 2015

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER)	FOR THE FIRST JUDICIAL CIRCUIT
Southern Magnolia Homeowners Association,)	CASE NO.: 2015-CP-18-1575
Plaintiff,)	**2016-CP-18-1001**
v.)	**AMENDED ANSWER AND COUNTERCLAIM AND THIRD-PARTY COMPLAINT** (Breach of Contract and Fair Debt Collection Practice)
Tammy C. Richardson,)	
Defendant(s).)	
Tammy C. Richardson,)	**JURY TRIAL DEMANDED**
Third-Party Plaintiff,)	
v.)	
Halcyon Real Estate Services, LLC; McCabe, Trotter, & Beverly, P.C.)	
Third-Party Defendant's)	

- RECORD
2015 NOV -5 PM 12: 27
CHERYL BAUHAM
CLERK OF COURT
DORCHESTER COUNTY

TO: STEPHANIE C. TROTTER, ATTORNEY FOR PLAINTIFF:

The Defendant, Tammy C. Richardson (hereinafter "Defendant"), answers the Plaintiff, Southern Magnolia Homeowners' Association (hereinafter "Plaintiff"), Complaint as follows:

1. Defendant denies each and every allegation set forth in Plaintiff's Complaint not specifically herein admitted, qualified, or explained and demands strict proof thereof.

2. Defendant admits the allegations of Paragraph 1.

3. Defendant lacks sufficient information to form an opinion and belief as to the allegations of Paragraph 2 and therefore denies the same and demands strict proof thereof.

4. Defendant admits the allegations of Paragraph 3.

5. Defendant admits so much of the allegations of Paragraph 4 as allege there are homeowners association covenants which may have an impact upon the real property which is the subject of this action, but deny the remainder of the allegations of Paragraph 4 and demand strict proof thereof.

6. Defendant admits so much of the allegations of Paragraph 5 as allege that the covenants may have impact upon the real property and may provide for certain assessments but deny the remainder of the allegations of Paragraph 5 and demand strict proof thereof.

7. The allegations of Paragraph 6 constitute conclusions of law which Defendant is required neither to admit nor deny. Further to the extent the allegations of Paragraph 6 do not constitute conclusions of law Defendant denies the same and demands strict proof thereof.

8. Defendant denies the allegations of Paragraph 7 and demands strict proof thereof. Further upon information and belief Defendant would assert that Plaintiff's corporate directors were not properly and/or duly elected.

9. In response to the allegations of Paragraph 8, Defendant craves reference to said document mentioned therein and the documents and public records of Dorchester county and denies any allegations inconsistent with the terms and records contained therein.

10. Defendant denies the allegations of Paragraphs 9, 10, and 11 and demand strict proof thereof. **FURTHER PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT DEFENDANT IS PROVIDING NOTICE THAT DEFENDANT IS DISPUTING THE DEBT AND THE AMOUNT CLAIMED OWED, AND WOULD REQUEST PLAINTIFF OR ITS COLLECTING AGENT SEND DEFENDANT A VERFICATION OF THE DEBT.**

FOR AND AS A FIRST DEFENSE
(Failure to State a Claim)

11. Further answering said Complaint and for a further defense thereto Defendant alleges that Plaintiff's Complaint fails to set forth a sufficient cause of action.

FOR AND AS A SECOND DEFENSE
(Waiver)

12. Further answering said Complaint and for a further defense thereto Defendant alleges that Plaintiff is barred from maintaining this action by the doctrine of waiver.

FOR AND AS A THIRD DEFENSE
(Estoppel)

13. Further answering said Complaint and for a further defense thereto Defendant alleges that Plaintiff is barred from is barred from maintaining this action by the doctrine of estoppel.

FOR AND AS A FOURTH DEFENSE
(Failure to Mitigate)

14. Further answering said Complaint and for a further defense thereto Defendant alleges that Plaintiff has failed to mitigate its damages and is barred from maintaining this action.

FOR AND AS A FIFTH DEFENSE
(Unclean Hands)

15. Further answering the Complaint and for a further defense thereto Defendant alleges the Plaintiff comes to this action with unclean hands and is therefore precluded from recovering a deficiency judgment in this action.

FOR AND AS A SIXTH DEFENSE
(Unconscionability)

16. Further answering the Complaint and for a further defense thereto Defendant alleges that Plaintiff has acted unconscionably and therefore this action should be precluded.

FOR AND AS A SEVENTH DEFENSE
(Equitable Defense)

17. Plaintiff comes to this court seeking foreclosure of an equitable lien, in seeking an equitable remedy a party is bound to follow all tenants of equity. Plaintiff has failed to act equitably in its actions concerning and related to this matter, and therefore this action should be dismissed.

FOR AND AS A EIGHTH DEFENSE
(Forfeiture)

18. Plaintiff comes to this court seeking forfeiture by Defendant of their real property. Forfeiture is an extreme remedy which should be used sparingly. Given the facts and circumstances of this matter, forfeiture is improper and therefore this action should be dismissed.

FOR AND AS A NINTH DEFENSE
(Affirmative Defenses)

19. Further answering said Complaint and for a further defense thereto Defendant specifically pleads as an affirmative defense to the allegations of the Complaint, accord and satisfaction, comparative negligence, negligence, duress, fraud, illegality, laches, statute of limitations, misrepresentation, mistake, payment, release, waiver, standing, lack of consideration, failure to mitigate, unclean hands or any other matter constituting avoidance or affirmative defense which may arise and develop as discovery in this action progresses.

FOR AND AS A TENTH DEFENSE
(Reservation and Non-Waiver)

20. Defendants reserve and do not waive any additional or further defenses as may be revealed by additional information that may be acquired in discovery.

FOR AND AS A ELVENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Accounting)

21. Defendant incorporates all preceding paragraphs as though fully set forth herein.

22. Defendant is entitled to an accounting from Plaintiff detailing all payments made, when received, when applied, how applied, assessments imposed, interest charged, fees assessed and incurred including late fees, other charges, costs and attorney's fees and all other matters relating to the amount claimed owed.

FOR AND AS AN TWELETH DEFENSE AND BY WAY OF COUNTERCLAIM (Breach of Contract and of Good Faith and Fair Dealing)

23. Defendant incorporates all preceding paragraphs as though fully set forth herein.

24. The Declaration of Covenants and/or by-laws under which Plaintiff maintains its right to initiate this action constitutes a contract between Plaintiff and Defendant, which the parties entered into when Defendant took title to the subject property.

25. There exists in every agreement an implied covenant of good faith and fair dealing.

26. Plaintiff has breached the agreement and its duty to act in good faith and fair dealing in regard to Defendant by failing to properly notice Defendant of charges and fees it was accessing to Defendant's property and by imposing interest, charges, fees, expenses, and/or attorney's fees not authorized by contract or law; by failing to provide written annual assessment notices; by failing to provide written notice of annual and/or special meetings; by upon information and belief failing to keep accurate records of all meetings and actions taken by Plaintiff and/or Plaintiff's board acting on its behalf; upon information and belief by failing to properly vote as required upon actions taken by or which should have been taken by Plaintiff and/or its board acting on Plaintiff's behalf; by misrepresenting to Defendant that the Plaintiff association had been extinguished and then seeking to collects assessments and/or placing liens upon Defendant for unpaid assessments for the same period of time; and for filing a lien against

Defendant's property in the register of deeds for Dorchester County without providing notice of said lien to Defendant's.

27. As a result of the breach of Plaintiff, Defendant has suffered damages including, but not limited to, damage to credit history, excess charges, improper charges and fees, improper interest, impair of property and/or threat of foreclosure resulting in losing the benefit and use of the subject property as well as any equity established in the subject property, and the cost and expense of having to hire an attorney to defendant this action.

28. Defendant is informed and believes she are entitled to actual, consequential, incidental, and expectation damages against Plaintiff in the appropriate amount, costs, and attorney's fees, prejudgment interest, and such other and further relief as the court deems just and proper.

FOR AND AS A THIRTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Unjust Enrichment)

29. Defendant incorporates all preceding paragraphs as though fully set forth herein.

30. Plaintiff has been unjustly enriched at the expense of and to the detriment of Defendant by failing to act in good faith and a commercially reasonable manner, including but not limited to, imposing improper charges, fees, expenses, interest and/or attorney's fees not authorized by contract or law.

31. Defendant is informed and believes that she is entitled to recover from Plaintiff all monies, and any benefit received by Plaintiff as a result, consequence, and/or incidentally related to Plaintiff's actions as alleged above.

FOR AND AS A FOURTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Violation of Unfair Trade Practices Act)

32. Defendant incorporates all preceding paragraphs as though fully set forth herein.

33. Plaintiff is engaged in the business of managing a neighborhood association, providing services, and charging its members assessments as well as levying for compensation fines, fees, interest and/or charges for alleged deficiencies of payment or conduct.

34. Plaintiff, has engaged in unfair or deceptive acts or practices in the conduct of commerce which is unlawful and in violation of the Unfair Trade Practices Act of South Carolina, upon information and belief by engaging in unfair and deceptive acts and practices including but not limited to by failing to properly notice Defendant of charges and fees it was accessing to Defendant's property and by imposing interest, charges, fees, expenses, and/or attorney's fees not authorized by contract or law; by failing to provide written annual assessment notices; by failing to provide written notice of annual and/or special meetings; by upon information and belief failing to keep accurate records of all meetings and actions taken by Plaintiff and/or Plaintiff's board acting on its behalf; upon information and belief by failing to properly vote as required upon actions taken by or which should have been taken by Plaintiff and/or its board acting on Plaintiff's behalf; by misrepresenting to Defendant that the Plaintiff association had been extinguished and then seeking to collects assessments and/or placing liens upon Defendants for unpaid assessment the same period of time; and for filing a lien against Defendant's property in the register of deeds for Dorchester County without providing notice of said lien to Defendant's.

35. Plaintiff's unfair and deceptive acts or practices have an impact on the public interest of consumers of this State and have the potential for repetition.

36. On information and belief, Plaintiff has engaged in similar acts and practices in the past and is likely to engage in such illegal activities in the future.

37. As a direct result of Plaintiff's actions Defendant has been damaged including, but not limited to, damage to credit history, excess charges, improper charges and fees, improper interest and/or threat of foreclosure resulting in losing the benefit and use of the subject property as well as any equity established in the subject property.

38. Defendant believes she is entitled to have the damages awarded by the trier of fact trebled because of the conduct described herein was willful.

39. Defendant believes that she is entitled to an award of attorney's fees and expenses of this litigation, along with actual damages, compensatory damages, incidental damages, punitive damages and all other appropriate damages to be considered by the trier of fact.

FOR AND AS A THIRD-PARTY COMPLAINT

40. Upon information and belief, Halcyon Real Estate Services, LLC (hereinafter "Halcyon"), is incorporated in the state of South Carolina with its principle place of business in Irmo, South Carolina and provides outsource management and services for home owners association in the enforcement of home owners association covenants and by-laws.

41. Upon information and belief, McCabe, Trotter, & Beverly, P.C., (hereinafter "McCabe") is a law firm incorporated in the state of South Carolina, with its principle place of business in Columbia, South Carolina who collects debts for homeowners associations

FOR AND AS A FIFTEENTH DEFENSE AND BY WAY OF THIRD PARTY COMPLAINT AGAINST MCCABE AND HALCYON
(Accounting)

42. Defendant incorporates all preceding paragraphs as though fully set forth herein.

43. Defendant is entitled to an accounting from McCabe and Halcyon detailing all payments made defendant, when received, when applied, how applied. As well as the amount and date of all assessments imposed, interest charged, fees assessed and incurred including late

fees, other charges, costs and attorney's fees charges to Defendant's homeowner's association account or ledger. Finally all costs and charges actually billed and charged to the Homeowner's Association by Halcyon and/or McCabe with regard to collection and/or enforcement of the covenants and bi-laws against Defendant and all other matters relating to the amount claimed owed.

FOR AND AS A SIXTEENTH DEFENSE AND BY WAY OF THIRD-PARTY COMPLAINT AGAINST MCCABE AND HALCYON
(Violation of Unfair Trade Practices Act)

44. Defendant incorporates all preceding paragraphs as though fully set forth herein.

45. McCabe and/or Halcyon have engaged in the business of collecting assessments, fees, charges, and interest for homeowners' as well as levying for compensation fines, fees, interest and/or charges for alleged deficiencies of payment or conduct with regard to homeowners association covenants and by-laws.

46. McCabe and/or Halcyon, have engaged in unfair or deceptive acts or practices in the conduct of commerce which is unlawful and in violation of the Unfair Trade Practices Act of South Carolina, upon information and belief by engaging in unfair and deceptive acts and practices including but not limited to by failing to properly notice Defendant of charges, fees, and interest McCabe and/or Halcyon were attempting to collect from Defendant; by failing to notice Defendant of the filing a notice of lien upon Defendant's property; by attempting to collect from Defendant interest, charges, fees, expenses, and/or attorney's fees not authorized by contract or law; by attempting to collect costs not incurred or charged to the homeowner's association in the course of enforcing the covenants and/or by-laws; and by violating the Fair Debt Collection Practices Act.

47. McCabe and/or Halcyon's unfair and deceptive acts or practices have an impact on the public interest of consumers of this State and have the potential for repetition.

48. On information and belief, McCabe and/or Halcyon have engaged in similar acts and practices in the past and is likely to engage in such illegal activities in the future.

49. As a direct result of McCabe and/or Halcyon actions Defendant has been damaged including, but not limited to, damage to credit history, excess charges, improper charges and fees, improper interest and/or threat of foreclosure resulting in losing the benefit and use of the subject property as well as any equity established in the subject property.

50. Defendant believes she is entitled to have the damages awarded by the trier of fact trebled because of the conduct described herein was willful.

51. Defendant believes that she is entitled to an award of attorney's fees and expenses of this litigation, along with actual damages, compensatory damages, incidental damages, punitive damages and all other appropriate damages to be considered by the trier of fact.

CLASS ACTION ALLEGATIONS

52. Class action allegations are asserted pursuant to Rule 23, SCRCP as to the Seventeenth and Eighteenth Causes of Action.

53. This action is maintained as a class action on behalf of following described class: All homeowners in the state of South Carolina who live in neighborhoods or communities which have a homeowners association whom McCabe in its capacity as a debt collector and as agent for the homeowners association sought to collect or collected from homeowners attorneys' fees, costs, collection fees or interest. Defendant may subsequently refine the class definition in light of discovery.

54. The class is so numerous that it is impracticable to bring all Homeowners before this Honorable Court. The exact number of Homeowners is unknown, but is believed to include over 200 homeowners. The exact number and identity can be determined from McCabe's records. In many instances, class members either are unaware that that their claims exist or have sustained individual damages too small to economically justify the attorney fees and other costs of maintaining individual lawsuits. When aggregated, however, individual damages are sufficiently large to justify this class action.

55. Upon information and belief McCabe has followed a standardized procedural framework in which to collect assessments, fees, and charges, including the standardization of fees, charges, attorney's fees, charged to homeowner's as well as the computation of interest upon alleged delinquent amounts claimed owed.

56. Common questions of law and fact exist and predominate over any individual questions of law or fact and include, but are not limited to, the following:

a. Did McCabe collect from homeowner's and/or represent to homeowners in the course of collecting alleged homeowner association fees that pursuant to covenants homeowners owed fees, charges, court charges, filing charges, lien charges, and attorney's fees, greater than the cost of the fees, charges, and attorney's fees actually incurred, owed or paid by the homeowner's association to McCabe's for collection actions performed to enforce the alleged covenant's on behalf of the homeowner's association.

b. Did McCabe collect from homeowner's and represent to homeowners in the course of collecting homeowner association debt that pursuant to the covenants

homeowners owed more and/or greater fees then those authorized to be charged by the covenants.

c. Did McCabe collect from homeowner's and represent to homeowners in the course of collecting homeowner association debt that pursuant to the covenants homeowners owed more and/or greater interest then that authorized to be charged by the covenants.

57. Defendant's claims are identical or at least typical to the class claims. Defendant and the class of Homeowner's have sustained virtually identical types of damages and their claims arise from identical or virtually identical procedures employed by McCabe, and are based on identical legal theories. Damages can be mechanically and mathematically determined from McCabe's business records.

58. Defendant will assure adequate representation of members of the Homeowner class. Defendant's economic interest and the interests of the class members are squarely aligned. Ms. Richardson's claims are typical of the class's claims and they have no conflict with class members in the maintenance of this action, and their interests are antagonistic.

59. A class action provides the only known fair and efficient method of adjudicating this controversy. The substantive claims of the class are virtually identical in all material respects, and will require evidentiary proof of the same kind and application and interpretation of the same or nearly identical contractual language and procedures. Since McCabe has treated and is treating members of the class in an identical or virtually identical manner, declaratory and injunctive relief (under the Cause of Action for Violation of FDCPA) in addition to damages is appropriate.

FOR AND AS A SEVENTEENTH DEFENSE AND BY WAY OF THIRD-PARTY COMPLAINT AGAINST MCCABE

(Unjust Enrichment)

60. Defendant incorporates all preceding paragraphs as though fully set forth herein.

61. McCabe has been unjustly enriched at the expense of and to the detriment of Defendant by failing to act in good faith and a commercially reasonable manner, including but not limited to by collecting from homeowners improper charges, fees, and/or expenses which were not incurred or charged to the Homeowner's association in process enforcing homeowners association covenants.

62. Defendant is informed and believes that she and the class members are entitled to recover from McCabe all monies, and any improper benefit received by McCabe as a result, consequence, and/or incidentally related to McCabe's actions as alleged above.

AND AS A EIGHTEENTH DEFENSE AND BY WAY OF THIRD-PARTY COMPLAINT AGAINST MCCABE
(Fair Debt Collection Practices Act)

63. Defendant incorporates all preceding paragraphs as though fully set forth herein.

64. Defendant is a consumer as defined in 15 U.S.C. § 1692a(3).

65. McCabe is a debt collector as defined in 15 U.S.C. § 1692a(4).

66. McCabe violated the Fair Debt Collection Practices Act ("FDCPA"), 15. U.S. C. §1692, such violations include, but are not limited to the following:

(a) False, Misleading, Deceptive, or Unfair Practice/Unauthorized Charges
McCabe violated 15 U.S.C §1692e(2)(A), 15 U.S.C. §1692e(10), and 15 U.S.C. §1692(f)(1), by falsely representing the character, amount, and/or legal status of the debt Plaintiff claims Defendant owes, including asserting Defendant owed greater and/or larger fees, charges, interest, and attorney's fees pursuant to the covenants and/or by law when the greater fees, charges, interest, and/or attorney's fees are not authorized by the covenants and/or law.

(b) False, Misleading, Deceptive or Unfair/False Representations of Obligations on Account.
McCabe violated 15 U.S.C §1692e and 15 U.S.C §1692f by using deceptive means to attempt to collect a debt, namely by falsely representing that Defendant

was obligated to pay Plaintiff certain fees, expenses, and/or attorney's fees and thereafter attempting to collect the debt when in fact the Plaintiff was precluded from enforcing the debt by contract and operation of law.

(c) False, Misleading, or Deceptive Validation/Notice of Right to Collect and Ownership of Debt Obligation.

McCabe violated 15 U.S.C §1692g and 15 U.S.C §1692j by failing to validate the amount of debt, the interest to be charged upon the debt, the fees charged upon the debt, and failing to properly notice consumer within five days after the initial communication in connection with collection of the debt.

70. As a result of the above violations of the FDCPA, the McCabe is liable to Defendant and the class members for actual damages, statutory damages, costs and attorney's fees and costs.

JURY TRIAL DEMANDED.

WHEREFORE, having fully answered the Complaint of Plaintiff herein, Defendant prays the same be dismissed and that she be awarded costs, legal interest, prejudgment interest, actual damages, consequential damages, incidental damages, punitive damages, statutory damages, attorney's fees and costs, and for such other and further relief as the court may deem just and proper.

RESPECTFULLY SUBMITTED:

MARY LEIGH ARNOLD, PA

Mary Leigh Arnold
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, SC 29464
Phone: 843-971-6053
Facsimile 843-971-6055
sammie@maryarnoldlaw.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I certify that on this 2nd day of October, 2015, a copy of the within Amended Answer and Counterclaim and Third-Party Complaint of Defendant was placed in the United States Mail postage pre-paid, addressed to opposing counsel as follows:

Stephanie C. Trotter
McCabe Trotter & Beverly, PC
P.O. Box 212069
Columbia, SC 29211

MARY LEIGH ARNOLD, PA



STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER SOUTHERN MAGNOLIA HOMEOWNERS' ASSOCIATION, Plaintiff, vs. TAMMY C. RICHARDSON, Defendant.	IN THE COURT OF COMMON PLEAS THE FIRST JUDICIAL CIRCUIT CASE NO.: 2015-CP-18-1575 2016-CP-18-1001 **ANSWER TO THIRD-PARTY COMPLAINT OF MCCABE, TROTTER & BEVERLY, P.C.**
TAMMY C. RICHARDSON, Third-Party Plaintiff, vs. HALCYON REAL ESTATE SERVICES, LLC; MCCABE, TROTTER & BEVERLY, P.C., Third-Party-Defendants.	

FILED - RECEIVED
2016 DEC 21 PM 1:04
CLERK OF COURT
DORCHESTER COUNTY

Third-Party Defendant McCabe, Trotter, & Beverly, P.C. ("this Defendant"), by and through its undersigned counsel, hereby responds to the Third-Party Complaint as follows:

1. This Defendant denies all allegations not specifically admitted in this Answer.

2. Paragraphs 1 – 39 comprise Defendant's Amended Answer to the Complaint and Counterclaim and therefore require no response from this Defendant. To the extent this Defendant is required to respond and/or said paragraphs state or imply liability of this Defendant, it denies the same.

3. This Defendant admits only that it is a law firm organized and existing pursuant to South Carolina law with its principal place of business in Columbia, South Carolina and denies all remaining and/or inconsistent allegations. Further responding, this Defendant admits only that it represents certain clients who collect certain debts from third parties.

4. In response to paragraph 42, this Defendant re-alleges all preceding paragraphs as if restated herein verbatim.

5. Denied.

6. In response to paragraph 44, this Defendant re-alleges all preceding paragraphs as if restated herein verbatim.

7. To the extent paragraph 45 is directed towards this Defendant, it denies the same. Further responding, this Defendant is a law firm engaging in the authorized practice of law on behalf of clients. Part of this Defendant's practice of law involves seeking recovery of money on behalf of the client, sometimes for debts owed or allegedly owed to the client.

8. This Defendant denies paragraph 46 – 51.

9. To the extent paragraphs 52 – 53 require a response from this Defendant, it denies the same. This action would not be appropriately maintained as a class action. There is no similarly situated class of potential Plaintiffs, no damages or actionable activity on behalf of this Defendant. Further, this is a foreclosure action to which this Defendant is an improper party.

10. This Defendant denies paragraphs 54 – 59, including all subparts.

11. In response to paragraph 60, this Defendant re-alleges all preceding paragraphs as if restated herein verbatim.

12. This Defendant denies paragraphs 61 – 62.

13. In response to paragraph 63, this Defendant re-alleges all preceding paragraphs as if restated herein verbatim.

14. Paragraphs 64 and 65 state conclusions of law which do not require a response from this Defendant. To the extent a response is required, this Defendant denies the same.

15. This Defendant denies paragraphs and 70, including all subparts. The Third-Party Complaint lacks paragraphs 67, 68, and 69. To the extent said paragraphs exist, this Defendant denies them.

16. The court should deny the request for a jury trial. This is a foreclosure, an equitable action, which Third-Party Plaintiff is attempting to manipulate into a claim concerning legal causes of action against this Defendant. To the extent valid legal claims are presented (which this Defendant denies), the court should sever the equitable and legal claims.

17. This Defendant denies the prayer for relief.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Failure to State a Claim)

18. The Third-Party Complaint fails to state facts sufficient to constitute a cause of action against this Defendant, and the Court should therefore dismiss it pursuant to SCRCP 12(b)(6).

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Lawyer Immunity)

19. This Defendant is immune from liability to Defendant Richardson, a third-party whom this Defendant did not represent, arising from the performance of his professional activities as lawyers on behalf of and with the knowledge of the client.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Unclean Hands)

20. The Defendant comes to this action with unclean hands, and therefore she cannot recover for equitable causes of action, including unjust enrichment. Further, this Defendant was not enriched, justly or unjustly, by the Defendant, and she is therefore barred from recovery for unjust enrichment.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Statute of Limitations/Statute of Repose)

21. The applicable statute of limitations and/or statute of repose bars or may bar Richardson's claims against this Defendant.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Lack of Duty)

22. There is no duty this Defendant owes Richardson that could serve as the basis for any claim of liability as asserted in the Third-Party Complaint. This Defendant represents the Plaintiff in this lawsuit. Naming this Defendant as a Third-Party Defendant is improper.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(FDCPA)

23. This Defendant hereby raises the defenses contained in the Federal Debt Collection Protection Act ("FDCPA"). This includes, but is not limited to: a) 15 U.S.C. § 1692(g), which provides that a communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of the FDCPA and b) 15 U.S.C. § 1692k(c), which provides any act or omission by Defendant, if determined to be in violation of the Fair Debt Collection Practices Act ("FDCPA"), was not intentional and was the result of a *bona fide* error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Lack of Proximate Cause)

24. Nothing this Defendant did or failed to do proximately caused any damages to Richardson.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Intervening/Superseding Acts of Others)

25. Any alleged injuries sustained by Richardson were caused in whole or in part by the acts or omissions of persons other than this Defendant, over whom this Defendant had no control, or by superseding intervention of causes outside this Defendant's control.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Failure to Pay Debt)

26. The Defendant's claims are barred in whole or in part by her failure to pay the subject debt.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Failure to File Expert Affidavit)

27. To the extent the Third-Party Complaint states or implies a cause of action of legal negligence against this Defendant, the Court should dismiss the Third-Party Complaint with prejudice for failure to file an expert affidavit in compliance with S.C. Code § 15-36-100.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Estoppel)

28. The Defendant should be estopped in equity from recovery against this Defendant.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Lack of Standing)

29. Richardson lacks standing to sue this Defendant, who currently represents the Plaintiff in this action. As noted above, such an attempt to sue this Defendant in this situation is improper.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Punitive Damages Unconstitutional)

30. The Defendant's claim for punitive damages violates the Constitutions of South Carolina and the United States, and such claim should be barred and/or limited appropriately.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Sever)

31. This is an action arising out of a foreclosure, an equitable action. To the extent Richardson's claims against this Defendant are legitimate, they should be severed from the pending foreclosure action.

FURTHER RESPONDING TO THE THIRD-PARTY COMPLAINT AND AS AN AFFIRMATIVE DEFENSE:
(Reservation and Non-waiver)

44. This Defendant reserves any additional and further defenses as may be revealed by information obtained during the course of discovery and investigation and as are consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully responded to the Third-Party Complaint, this Defendant prays that this Court dismiss Richardson's claims against this Defendant with prejudice, as well as costs of this action and other such other further relief as it deems just and proper. This Defendant objects to Richardson's request for a jury trial.

[signature page to follow]

Respectfully submitted,

CARLOCK COPELAND & STAIR, LLP

By: _____
ANDREW W. COUNTRYMAN
State Bar No.:72700

Attorney for Third-Party Defendant McCabe, Trotter & Beverly, P.C.

40 Calhoun Street, Suite 400
Charleston, South Carolina 29401-3531
843-727-0307

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	) CASE NO.: 2015-CP-18-1575
	)
SOUTHERN MAGNOLIA HOMEOWNERS' ASSOCIATION,	) **2016-CP-18-1001**
Plaintiff,	) **CERTIFICATE OF SERVICE**
vs.	)
TAMMY C. RICHARDSON,	) FILED-RECORDED 12/21/2015 Cheryl Graham Clerk of Court Dorchester County
Defendant.	)
TAMMY C. RICHARDSON,	)
Third-Party Plaintiff,	)
vs.	)
HALCYON REAL ESTATE SERVICES, LLC; MCCABE, TROTTER & BEVERLY, P.C.,	)
Third-Party-Defendants.	)

I hereby certify that I have this day served a copy of the within and foregoing pleading upon all parties to this matter via email and/or U.S. Mail, to counsel of record as follows:

Via Email
Stephanie C. Trotter, Esq.
Jaime L. McSweeney, Esq.
McCabe, Trotter & Beverly, P.C.
140 Stoneridge Drive
Columbia, SC 29210
Stephanie.trotter@mccabetrotter.com
Jaime.mcsweeney@mccabetrotter.com
Counsel for Plaintiff

Via US Mail
Mary Leigh Arnold, Esq.
Mary Leigh Arnold, PA
749 Johnnie Dodds Blvd., Suite B
Mt. Pleasant, SC 29464
sammie@maryarnoldlaw.com
Counsel for Defendant/Third-Party Plaintiff

This 18th day of December, 2015.

Teri J. Rewt

Teri J. Rewt
Secretary to Andrew W. Countryman

2015 DEC 21 PM 1:04
CLERK OF COURT
DORCHESTER COUNTY

ELECTRONICALLY FILED - 2019 Jan 21 9:24 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801001

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CASE NO.: 2016-CP-18-1001
	)	
TAMMY C. RICHARDSON,	)	
	)	
Plaintiff,	)	**MCCABE, TROTTER & BEVERLY, P.C.'S MOTION FOR PROTECTIVE ORDER (DEPOSITION OF HAYLEN GATLING)**
	)	
vs.	)	
	)	
HALCYON REAL ESTATE SERVICES, LLC and MCCABE, TROTTER & BEVERLY, P.C.,	)	
	)	
Defendants.	)	

Defendant McCabe, Trotter & Beverly, P.C. ("MTB"), by and through its undersigned counsel, submits this Motion for a Protective Order pursuant to SCRCP 26(c), 30(d) and 30(j) prohibiting Plaintiff's counsel from questioning Haylen Gatling regarding attorney-client privileged information. MTB also seeks sanctions under Rule 37. MTB shows the Court the following:

Background

MTB is a law firm that, among other things, performs collections actions for HOAs. Plaintiff was a defendant in a lien collections action that MTB pursued for her HOA after she failed to pay HOA assessments for many years without reason. Instead of paying what she owed, Plaintiff sought counsel and sued MTB for violation of the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 ("FDCPA").

Haylen Gatling is a paralegal at MTB, and Plaintiff's counsel decided to take her deposition. Plaintiff's counsel noticed the deposition to take place on January 15, 2019, via a deposition Notice served November 9, 2018. Ex. 1. The Notice contained a statement purporting to identify all

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documents exchanged, produced, and received in discovery as material during the deposition under SCRCP 30(j)(8):

> **PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(j)(8), SCRCP, counsel for the Plaintiff hereby identifies and reserves the right to use any documents produced or made available in discovery by any party during this deposition, and hereby gives notice of the Plaintiff's intent to question the witness regarding all documents produced, identified or made available by any party during the course of discovery, as well as those obtained pursuant to subpoena or records request.**

Less than a week later (and two months before the deposition was to take place) counsel for MTB sent Plaintiff's counsel a letter regarding the documents and Rule 30(j)(8) (full copy attached as Ex. 2):

COUNTRYMAN LAW FIRM
LITIGATION ♦ MEDIATION

Andrew W. Countryman
321 Wingo Way, Suite 102
Mount Pleasant, S.C. 29464
*Certified S.C. Circuit Court Mediator

awc@countrymanlawfirm.com
www.countrymanlawfirm.com
843.253.4477 *office*
844.644.3165 *fax*

November 14, 2018

Via Email Only
Justin S. Kahn
Kahn Law Firm, LLP
562 Savannah Hwy
Charleston, SC 29407
jskahn@kahnlawfirm.com

Re: *Richardson v. McCabe, Trotter & Beverly, P.C., et al.*
C/A No.: 2016-CP-18-1001
CLF File: 00006 – 00008

Dear Justin:

The Notices for the depositions you recently set all refer to any documents produced and made available in discovery as documents you might use in the depositions under SCRCP 30(j)(8). This Rule states that if deposing counsel provides or otherwise identifies the documents to be used during the deposition at least two business days before the deposition, then the witness and the witness' counsel do not have the right to discuss the documents privately before the witness answers questions about them. If deposing counsel does not provide or identify the documents ahead of time, then counsel and the witness may have a reasonable amount of time to discuss the document before the witness answers questions concerning it.

The purpose of the Rule is to avoid surprise and wasting time during a deposition. Thousands and thousands of documents have been produced in discovery in this case. Blanketly referring to all of them does not comport with the letter or spirit of the Rule. Unless you identify or produce specific material you actually plan to use in the depositions two days beforehand, I reserve the right to discuss material presented to the witnesses privately during the deposition(s).

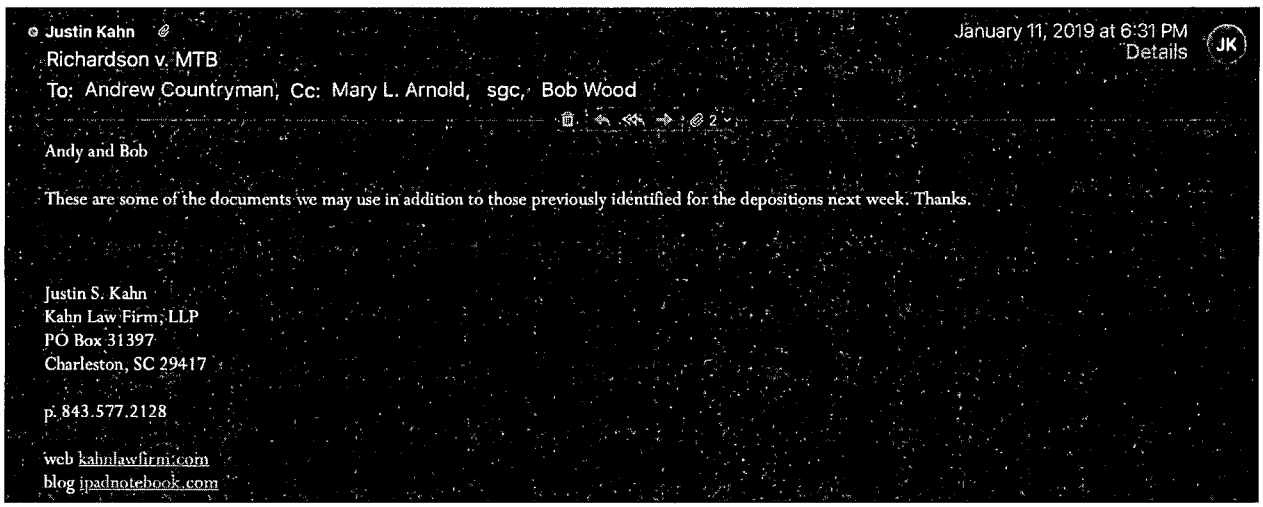
Sincerely,

Andrew W. Countryman

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The letter explained that naming all the many thousands of documents produced in discovery was insufficient to identify documents to be used during the deposition under SCRCP 30(j)(8). Further, it specified that if Plaintiff's counsel failed to produce or identify the documents he really planned to use two days prior to the deposition (something other than merely referencing all material exchanged in discovery) MTB's counsel reserved the right and planned to discuss the material with the witness under Rule 30(j)(8). Plaintiff's counsel never responded to the letter.

At 6:31 p.m. Friday, January 11, 2019, Plaintiff's counsel sent an email with a 68-page spreadsheet (Ex. 3) listing thousands of documents he "may use" in the deposition(s) "in addition to those previously identified. . ."


Justin Kahn
January 11, 2019 at 6:31 PM
Details
JK
Richardson v. MTB
To: Andrew Countryman, Cc: Mary L. Arnold, sgc, Bob Wood

Andy and Bob

These are some of the documents we may use in addition to those previously identified for the depositions next week. Thanks.

Justin S. Kahn
Kahn Law Firm, LLP
PO Box 31397
Charleston, SC 29417

p. 843.577.2128

web kahnlawfirm.com
blog ipadnotebook.com

The spreadsheet referenced all the exhibits used in the depositions taken previously in the case, all discovery responses of MTB, MTB's Answer and referenced thousands and thousands of pages of material produced in discovery.

The morning of Ms. Gatling's deposition (Tuesday, January 15th), counsel for MTB attempted to discuss the issue with Plaintiff's counsel. Counsel for MTB reiterated that the identification of all documents exchange in the case did not comply with Rule 30(j)(8) and asked if Plaintiff's counsel had documents he planned to use in the deposition so that counsel for MTB could

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review with the witness before to the deposition. Otherwise, MTB's counsel indicated he planned to review material presented to the witness during he deposition under Rule 30(j)(8). Plaintiff's counsel refused to provide documents and, without providing and reason or explanation, maintained that his identification of many thousands of documents was sufficient. The deposition broke for lunch shortly after noon. Plaintiff's counsel did not not use documents other than the deposition Notice before the lunch break.

Counsel for MTB again addressed the issue with Plaintiff's counsel at the lunch break. MTB's counsel said that if Plaintiff's counsel planned to use documents with the witness after the break, the undersigned could review them with the witness over lunch and avoid having to interrupt the deposition to do so later. Plaintiff's counsel ignored this request. Counsel for MTB then presented a letter to Plaintiff's counsel that went over (yet another time) why the identification of thousands of documents in the 1/11/19 email was insufficient under 30(j)(8) and again asking Plaintiff's counsel to provide any documents he planned to use with the witness so the undersigned could review them with her over the lunch break and avoid interrupting the deposition. Ex. 4. Plaintiff's counsel refused to even address the issue further and left the room.

After the lunch break, Plaintiff's counsel presented a document to the witness. Counsel for MTB objected and said he planned to review the document with the witness because it had not been previously appropriately identified or produced under Rule 30(j)(8). Plaintiff's counsel then gave all the material he planned to use with the witness to counsel for MTB to discuss with the witness. Counsel for MTB and the witness privately discussed the material for approximately 15 minutes before returning to the deposition.

After that break, Plaintiff's counsel asked the witness what she had discussed privately with counsel. Counsel for MTB directed the witness not to answer on grounds of attorney-client

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privilege. Counsel for each party put a statement on the record regarding the issue. Ex. 5, Depo. Excerpt. MTB's counsel explained how he had told Plaintiff's counsel numerous times that identifying all documents in discovery was insufficient to comply with Rule 30(j)(8) and that as far back as November 2018, counsel for MTB had warned Plaintiff's counsel that he would discuss material presented to the witness during the deposition if he did not make a good faith effort to identify documents he actually planned to use with the witness. The deposition proceeded uninterrupted. Of the thousands and thousands of documents produced in discovery, Plaintiff's counsel used ten documents as exhibits with the witness in the deposition.

Argument

"The entire thrust of South Carolina's discovery rules involves full and fair disclosure, 'to prevent a trial from becoming a guessing game or one of surprise for either party.'" Samples v. Mitchell, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997), *quoting* Hodge v. Meyers, 255 S.C. 542, 180 S.E.2d 203 (1971). Simply put, the core purpose of discovery is to obtain the *truth*. *See,* e.g., Samples, *supra*. The rights of discovery the Rules provide give the trial lawyer the means to prepare for trial, and when these rights are not accorded, prejudice is assumed. Downey v. Dixon, 294 S.C. 42, 362 S.E.2d 317 (Ct. App. 1987).

SCRCP 30(j)(8) is in place to prevent surprises during depositions and allow witnesses to testify knowledgeably regarding material presented to them. The Rule says that if a lawyers conducting a deposition provides or identifies material she plans to use with the witness two days ahead of the deposition, the witness and her lawyer may not discuss the material during the deposition. Otherwise, the witness and her lawyer may.

> *Deposing counsel shall provide to opposing counsel a copy of all documents shown to the witness during the deposition, either before the deposition begins or contemporaneously with the showing of each document to the witness. If the documents*

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> *are provided (or otherwise identified) at least two business days before the deposition, then the witness and the witness' counsel do not have the right to discuss the documents privately before the witness answers questions about them. If the documents have not been so provided or identified, then counsel and the witness may have a reasonable amount of time to privately discuss the documents before the witness answers questions concerning the document.*

Identifying or producing documents under Rule 30(j)(8) prevents surprise and allows witnesses to testify knowledgeably regarding material presented to them in a deposition.

a. Plaintiff's identification of all material produced in discovery does not comply with the Rule.

More than two months prior to Ms. Gatling's deposition, counsel for MTB plainly and in writing told Plaintiff's counsel that referencing all material produced in discovery was not sufficient to identify material he planned to use in the deposition under Rule 30(j)(8). Counsel for MTB indicated that unless Plaintiff's counsel made a real effort to identify or produce material he actually planned to use, MTB's counsel reserved the right and planned to discuss material presented to the witness during the deposition.

Plaintiff's counsel ignored the November 14, 2018, letter. Instead of responding to it, he sent an email the Friday evening before the Tuesday deposition (again) identifying everything produced in discovery, including a 68-page spreadsheet listing thousands of documents and referencing all material used in prior depositions. This was not an attempt to provide documents he planned to use during the deposition so the witness could knowledgeably testify about them. This was an attempt to hide what he actually planned to use and surprise the witness.

Plaintiff's counsel refused to address the issue substantively the morning of the deposition and at the lunch break, which were two more chances for him to present documents he actually planned to use in the deposition so counsel for MTB could review them with the witness. Plaintiff's counsel refused to present documents or even discuss the issue.

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Plaintiff's counsel's blanket identification of all material exchanged in discovery, his 68-page spreadsheet listing various material produced in the case and referencing all deposition exhibits used in the case to date was did not to comply with Rule 30(j)(8). Plaintiff's counsel never intended to use all material exchanged in discovery or all exhibits to every prior deposition in the case, and in fact, he only used a small select portion of material with the witness. He provided zero indication prior to the deposition of what specific documents he planned to use, as opposed to the thousands and thousands of documents exchanged in discovery and used in prior depositions. Plaintiff's counsel clearly wanted to surprise the witness and use documents with her with which she was unfamiliar. Plaintiff's did not endeavor to obtain the truth (as is the purpose of discovery), but instead wanted to get soundbites from the witness to support his case.

Counsel for MTB, after stating his position on the record (and after two letters and at least two attempts to discuss the issue to prevent interrupting the deposition), appropriately took a reasonable amount of time (approximately 15 minutes) under Rule 30(j)(8) to review the exhibits with the witness. Under the Rule, the conversation between counsel and the witness during this time was confidential and privileged. Counsel for MTB therefore appropriately directed the witness not to answer the question, "What did you talk about?" following the private meeting.

b. Plaintiff's identification of material was not timely under the Rule.

In addition to being substantively insufficient under Rule 30(j)(8), Plaintiff's counsel's identification of material was not timely. SCRCP 6(a) provides that "[W]hen the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and holidays shall be excluded in the computation." That means the two-day period addressed in Rule 30(j)(8) does not include weekends.

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Ms. Gatling's deposition was set for 10:00 a.m., Tuesday, January 15th. Two business days prior to this would have been 10:00 a.m., Friday, January 11th. Sending the material at 6:31 p.m., the very end of the day on Friday the 11th, did not constitute sending it "two business days" prior to the deposition. Therefore, counsel for MTB had the right to privately review deposition exhibits with the witness under Rule 30(j)(8).

c. Sanctions

Plaintiff's counsel only used ten exhibits in the deposition totaling less than thirty pages. Sending a 68-page spreadsheet identifying all material produced in discovery the Friday prior to the deposition was not a good faith effort to comply with Rule 30(j)(8). It was, in fact, just the opposite- an effort to conceal what he truly planned to use and surprise the witness to obtain soundbites. Anticipating this, counsel for MTB time and time again attempted to address the issue with Plaintiff's counsel, and he refused.

SCRCP Rule 37 provides for sanctions against a lawyer whose conduct necessitates a discovery motion. Such sanctions shall include attorney's fees and reasonable expenses incurred obtaining the order. Such sanctions are appropriate here. This situation was completely avoidable, and in fact, counsel for MTB tried to avoid the situation. This included multiple letters to and conversations with Plaintiff's counsel about the issue. Instead of substantively responding or providing material to review prior to the deposition, Plaintiff's counsel refused to discuss the issue other than to say he disagreed with MTB's counsel's position.

Conclusion

From the beginning, MTB's counsel only sought to obtain material prior to the deposition that may be used in the deposition as the Rules provide. This would allow the witness to be familiar with the material and testify knowledgeably regarding it. However, Plaintiff's counsel's objective

was not to obtain the truth or properly identify material so the witness could be familiar with it during the deposition. It was to hide the true documents he planned to use by identifying thousands and thousands of documents exchanged and otherwise used in discovery with the plan of obtaining soundbites he could use to benefit his case.

Plaintiff's identification of material under Rule 30(j)(8) did not substantively comply with the Rule, nor was it timely under it. Because Plaintiff's counsel did not provide or identify material he planned to use with the witness two days prior to the deposition, MTB's counsel had the right under Rule 30(j)(8) to discuss the material with the witness privately. Therefore, the Court should protect the witness from having to answer the questions asking what she discussed with counsel during the meeting regarding the documents during the deposition. Additionally, Plaintiff's counsel's tactics were contrary to the the discovery rules, which are designed to prevent surprise and find the truth. The Court should also award sanctions in the form of costs and attorney's fees in favor of MTB for having to file and argue this Motion.

[signature page to follow]

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Respectfully submitted,

By: /s/ Andrew W. Countryman
ANDREW W. COUNTRYMAN
State Bar No.: 72700
Countryman Law Firm
321 Wingo Way, Suite 102
Mount Pleasant, SC 29464
843-253-4477
awc@countrymanlawfirm.com

ROBERT P. WOOD, ESQ.
Rogers, Townsend & Thomas, P.C.
1221 Main Street, 14th Floor (29201)
PO Box 100300
Columbia, SC 29202
Robert.Wood@rtt-law.com
803-771-7900

Counsel for McCabe, Trotter & Beverly, P.C.

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STATE OF SOUTH CAROLINA **COUNTY OF DORCHESTER**	**COURT OF COMMON PLEAS** **FIRST JUDICIAL CIRCUIT** **C.A. No. 16-CP-18-1001**
TAMMY C. RICHARDSON, **PLAINTIFF,** **V.** **HALCYON REAL ESTATE SERVICES, LLC AND MCCABE, TROTTER & BEVERLY, P.C.,** **DEFENDANTS.**	**PLAINTIFF'S NOTICE OF VIDEOTAPED DEPOSITION OF HAYLEN GATLING**

TO: ANDREW W. COUNTRYMAN, ESQ. AND ROBERT P. WOOD, ESQ., ATTORNEYS FOR DEFENDANT MCCABE TROTTER & BEVERLY, P.C.:

PLEASE TAKE NOTICE that Plaintiff, pursuant to the South Carolina Rules of Civil Procedure and other law, will take the video deposition of the witness described below, at the date, time and place stated or at such other time and place as may be agreed upon, before a person authorized to administer oaths. This deposition may be used for all purposes allowed by the rules.

Name of Witness:	Haylen Gatling
Time and Date:	10:00 a.m., January 15, 2019
Place:	Rogers Townsend & Thomas, PC 1221 Main Street, 14th Floor Columbia, SC 29202

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(j)(8), SCRCP, counsel for the Plaintiff hereby identifies and reserves the right to use any documents produced or made available in discovery by any party during this deposition, and hereby gives notice of the Plaintiff's intent to question the witness regarding all documents produced, identified or made available by

any party during the course of discovery, as well as those obtained pursuant to subpoena or records request.

Further, pursuant to Rule 45, the witness is commanded to produce all documents or materials reviewed by her to prepare for the deposition by January 10, 2019 as set forth in the attached subpoena.

KAHN LAW FIRM, LLP

Justin S. Kahn
SC Bar No. 65100
PO Box 31397
Charleston, SC 29417-1397
p. 843.577.2128
f. 843.577.3538
jskahn@kahnlawfirm.com

MARY LEIGH ARNOLD, PA
Mary Leigh Arnold
SC Bar No. 419
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Mary Leigh Arnold, P.A.
749 Johnnie Dodds Blvd., Ste. B
Mt. Pleasant, SC 29464
p. 843.971.6053
f. 843.971.6055

ATTORNEYS FOR TAMMY C. RICHARDSON

Charleston, S.C.
November 9, 2018

CERTIFICATE OF SERVICE

A copy of the foregoing was served on Defendant McCabe Trotter & Beverly through their counsel, by Email and U.S. Mail on November 9, 2018, in the manner prescribed by the applicable Rules of Civil Procedure.

Signed: _____

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STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF RICHLAND

Tammy C. Richardson, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

McCabe, Trotter & Beverly, P.C., et al., Defendant

Case Number: 2016-CP-18-1001

Pending in Dorchester County

TO: Haylen Gatling c/o Andrew Countryman, Esq., Countryman Law Firm, 321 Wingo Way, Ste. 102, Mt. Pleasant, SC

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

X YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Rogers Townsend & Thomas, PC 1221 Main St., 14th Floor, Columbia, SC 29202	Jan. 15, 2019, 10:00 AM

X YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

See accompanying Deposition Notice for documents requested to be produced.

PLACE	DATE AND TIME
Kahn Law Firm, PO Box 31397, Charleston, SC 29417	Jan. 10, 2019, 10:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
	, AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature	November 9, 2018 Date	Justin S. Kahn Print Name

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number :

Justin S. Kahn, SC Bar 65100, Attorney for Plaintiff, Kahn Law Firm, LLP, POB 31397, Charleston, SC 29417, p: 843.577.2128, F: 843.577.3538

Clerk of Court/Issuing Officer's Signature	Date	Print Name

Pro Se Litigant's Name, Address and Telephone Number :

SCCA 254 (05/2015)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

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PROOF OF SERVICE

SERVED	DATE 11/9/18	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL
	PLACE	☑ YES ☐ NO AMOUNT $ 28.27
SERVED ON	Hayden Coatley c/o Andrew Coatney	MANNER OF SERVICE US Mail Certified
SERVED BY	Matthew M. Clark	TITLE Legal Assistant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 11/9/18

SIGNATURE OF SERVER

ADDRESS OF SERVER Box 31597, Chas, SC 29417

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A)A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

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COUNTRYMAN LAW FIRM

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844.644.3165 *fax*

November 14, 2018

Via Email Only
Justin S. Kahn
Kahn Law Firm, LLP
562 Savannah Hwy
Charleston, SC 29407
jskahn@kahnlawfirm.com

Re: *Richardson v. McCabe, Trotter & Beverly, P.C., et al.*
C/A No.: 2016-CP-18-1001
CLF File: 00006 – 00008

Dear Justin:

The Notices for the depositions you recently set all refer to any documents produced and made available in discovery as documents you might use in the depositions under SCRCP 30(j)(8). This Rule states that if deposing counsel provides or otherwise identifies the documents to be used during the deposition at least two business days before the deposition, then the witness and the witness' counsel do not have the right to discuss the documents privately before the witness answers questions about them. If deposing counsel does not provide or identify the documents ahead of time, then counsel and the witness may have a reasonable amount of time to discuss the document before the witness answers questions concerning it.

The purpose of the Rule is to avoid surprise and wasting time during a deposition. Thousands and thousands of documents have been produced in discovery in this case. Blanketly referring to all of them does not comport with the letter or spirit of the Rule. Unless you identify or produce specific material you actually plan to use in the depositions two days beforehand, I reserve the right to discuss material presented to the witnesses privately during the deposition(s).

Sincerely,

Andrew W. Countryman

AWC/sgc
cc (via email): Bob Wood, Pattie Michel, Sammie Arnold

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From: **Andrew W. Countryman** awc@countrymanlawfirm.com
Subject: Richardson v. MTB; letter
Date: November 14, 2018 at 12:35 PM
To: Justin S. Kahn jskahn@kahnlawfirm.com
Cc: sammie maryarnoldlaw.com sammie@maryarnoldlaw.com, Robert P. Wood robert.wood@rtt-law.com, Pattie H Michel pmichel@kahnlawfirm.com, Tabitha.Emanuelli@rtt-law.com

Please see the attached letter.

Andy
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November 14, 2018

Via Email Only
Justin S. Kahn
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562 Savannah Hwy
Charleston, SC 29407
jskahn@kahnlawfirm.com

Re: *Richardson v. McCabe, Trotter & Beverly, P.C., et al.*
C/A No.: 2016-CP-18-1001
CLF File: 00006 – 00008

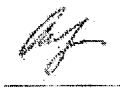
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Andrew W. Countryman

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Peterson, David Depo and Exhibits
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COUNTRYMAN LAW FIRM

Litigation ◆ Mediation

Andrew W. Countryman
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www.countrymanlawfirm.com
843-253-4477 *office*
844-644-3165 *fax*

January 15, 2019

Justin S. Kahn
Kahn Law Firm, LLP
562 Savannah Hwy
Charleston, SC 29407
jskahn@kahnlawfirm.com

Re: *Richardson v. McCabe, Trotter & Beverly, P.C., et al.*
C/A No.: 2016-CP-18-1001
CLF File: 00006 – 00008

Dear Justin:

I received your email sent at 6:31 p.m. Friday regarding documents you may use during the upcoming depositions of Haylen Gatling and Theron Coetzee this week. If this was your attempt to identify documents in compliance with SCRCP 30(j)(8), you failed. The Rule provides that if a deposing lawyer provides or otherwise identifies documents he/she plans to use in a deposition two days ahead of time, then the lawyer for the witness may not discuss the document privately with the witness during the deposition. If the deposing lawyer fails to so identify or produce documents, the witness and her lawyer may discuss the material privately before the witness answers questions about them.

The parties have exchanged tens of thousands of documents in discovery in this case. You noticed these depositions (by agreement) on November 9, 2018. I sent you a letter on November 14th regarding identification of documents and Rule 30(j)(8). You then sent a bizarre email December 13, 2018, demanding dates for Ms. Coetzee's deposition before the end of the year and threatening to file a contempt motion against me. I figured you must've had a bad day and kindly ignored this.

You then sent the 1/11/19 email regarding deposition documents, which is insufficient under SCRCP 30(j)(8). The Rule is meant to prevent surprise and allow witnesses to properly prepare for depositions. You sent a 68-page spreadsheet referencing the "beginning" bates numbers of approximately 3,000 documents. You also referred to "documents previously identified." The only documents you identified before included everything exchanged in discovery. As noted in my

11/14/18 letter, this is insufficient to identify documents under Rule 30(j)(8). Referencing over 3,000 pages of material in a spreadsheet is no better.

It would be objectively impossible for anyone to use that many documents in either of or both of these deposition. I still have no idea what material you truly plan to use in the depositions. This appears to be a sad attempt to obtain soundbites from unsophisticated (non-lawyer) using documents with which they are unfamiliar. It is certainly not a good faith effort to identify documents under the Rule.

Sincerely,

Andrew W. Countryman

AWC/sgc
cc: Robert Wood, Pattie Michel, Sammie Arnold

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STATE OF SOUTH CAROLINA)	THE COURT OF COMMON PLEAS
)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER)	CASE NO. 2016-CP-18-01001

TAMMY C. RICHARDSON,

Plaintiff,

vs.

MCCABE, TROTTER & BEVERLY, P.C.,

Defendant.

* *

VIDEOTAPED DEPOSITION OF:	HAYLEN GATLING
DATE TAKEN:	Tuesday, January 15, 2019
TIME:	10:00 a.m.
PLACE:	Rogers Townsend & Thomas, PC 1221 Main Street, 14th Floor Columbia, SC
REPORTED BY:	TERI L. SAMPSON, RPR, Notary Public and Certified Live Note Reporter

* *

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A P P E A R A N C E S

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ALSO PRESENT:

DOUGLAS A. BROWNE - VIDEOGRAPHER
VidSouth Production
(843) 751-2285
email: vidsouthproduction@gmail.com

STEPHANIE TROTTER

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I N D E X

WITNESS: HAYLEN GATLING

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REPORTER'S CERTIFICATE	294
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EXHIBITS:

Plaintiff's Exhibit	Description	Page
1	Plaintiff's Notice of Videotaped Deposition of Haylen Gatling	5
2	Notice of Consumer's Right To Cure, MTB 000069-000075	170
3	Statement of Account, HALCYON_000022	186
4	History Report, MTB 000220-000235	186
5	Invoice HALCYON_000126	186
6	Statement of Account, MTB 000145-000146	231
7	Verification of Debt, MTB Class Production 00000452	247
8	Approved Payment Plan	254
9	Pleadings & letter	256
10	Invoice, MTB 000216	262
11	Statement	

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EXHIBITS: (Continued)

Plaintiff's Exhibit	Description	Page
12	Notice of Debt and Intent to File Lien, MTB 000263-000268	272
13	Note card	--
14	Note card	--
15	Note card	--
16	Cost sheet	--

- - - - -

S T I P U L A T I O N S

It is hereby stipulated and agreed by and between the parties hereto, through their respective counsel, that the reading and signing of the transcript is reserved by the Deponent.

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Q Okay. But that was after you all already had the box, and Stephanie would be in her office doing whatever, and you all were somewhere else; right?

A Yes.

Q Okay. And the -- in terms of an account statement, this is a -- we've had multiple copies of this, but --

MR. COUNTRYMAN: I'm going to have to talk to her about that.

MR. KAHN: I haven't even shown her what it is, yet, so hold on. Let me figure out what it is.

BY MR. KAHN:

Q There's one that's been marked as Stephanie Trotter No. 22. Let me double-check something. Right. So this is a document from Stephanie Trotter's deposition that's been Bates -- I'm sorry, that's been marked as Exhibit No. -- I'm sorry, did I read the number right? Yeah, 22. Do you see where it says Trotter 22?

A Yes.

MR. COUNTRYMAN: I want to talk to her about this under 30(j)(8).

MR. KAHN: I haven't finished my question, and let me at least finish my question.

MR. COUNTRYMAN: I'm going to talk to her

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about it under 30(j)(8). You're giving it to her, and I told you --

MR. KAHN: I have previously identified this document in an email. I specifically stated the document --

MR. COUNTRYMAN: Justin, you --

MR. KAHN: Andy, let me just put on the record -- let me just put it on the record.

MR. COUNTRYMAN: Just give me the chance to do the same. All right? That's all --

MR. KAHN: I got no problem with that. I specifically stated to you last Friday, and before as part of the notice, that we may review with the witness documents previously produced in this case. On Friday, I specifically stated that we may review documents with this witness that were exhibits to Stephanie Trotter's deposition, along with other people's deposition.

I have handed her one of those documents from her deposition, and I don't even believe I finished asking her a question, and you have -- somehow now taking the position that you're allowed to speak with the witness about it. I think that violates the rules. You have a different position. We can let a judge take it up. And if you want to say anything about that, that's fine, but that's my position. I don't think you

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should be allowed to talk with her, but you do what you want.

MR. COUNTRYMAN: May I?

MR. KAHN: And we'll let the judge deal with it.

MR. COUNTRYMAN: All right. You noticed this deposition I think in the first week of November of 2018. The week after that, I sent you a letter indicating that the notice was insufficient to identify documents under 30(j)(8) as the rule is intended to identify documents that you'll use in a deposition so that a witness won't be surprised. Instead, your notice identified basically everything that had been exchanged in discovery. I didn't get any response to that letter.

I then received an email Friday at 6:30, again referencing every document in discovery, and including a 68-page spreadsheet of different -- a list of different documents. I don't think that's sufficient under the rule. I talked to you about that this morning before the deposition and invited you to provide me with documents so I could go over them with her. You didn't.

You did that again before lunch, and I gave you a letter at lunch. We had about an hour lunch, and

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I gave you that same opportunity, which you declined. So I'm going to talk to the witness about this within a reasonable period of time as the rule provides. And if --

MR. KAHN: I think that absolutely violates the rule. We'll let the judge deal with it.

MR. COUNTRYMAN: And I don't really care what you think.

MR. KAHN: I understand. That's why we have judges.

VIDEOGRAPHER: This concludes Video No. 2 in the video deposition of Haylen Gatling. The time is approximately 2:52 p.m. We are now off the record.

(The deposition recessed briefly.)

MR. KAHN: Mr. Countryman and the witness have come back into the room. Although we have different positions on what the rule, whether or not there's been compliance with the rule, I'm now going to hand Mr. Countryman and the witness a document entitled "History Report," which has been Bates stamped marked as MTB000220, which I believe is also an exhibit to Miss Trotter's and the other depositions.

Although I believe I should be allowed to ask the witness questions immediately about this document, Mr. Countryman has a different position, and we can

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take that up with the judge.

MR. COUNTRYMAN: We will. And just for the record, this case involves tens of thousands, if not hundreds of thousands, of documents. I had no idea what documents would be used in this deposition. Identification beforehand didn't give me that idea. That's all I've been asking for. I'm not trying to be unreasonable. I'm not trying to be obtuse, or delay things. Take a reasonable amount of time and look at this with her and we'll...

(STATEMENT OF ACCOUNT MARKED AS PLAINTIFF'S EXHIBIT NO. 3 FOR I.D.)

(HISTORY REPORT MARKED AS PLAINTIFF'S EXHIBIT NO. 4 FOR I.D.)

(INVOICE MARKED AS PLAINTIFF'S EXHIBIT NO. 5 FOR I.D.)

VIDEOGRAPHER: We are now back on the record. Today's date is January 15th, 2019. The time is approximately 3:37 p.m. This is Video No. 3 in the video deposition of Haylen Gatling.

BY MR. KAHN:

Q What did you all talk about?

MR. COUNTRYMAN: Don't answer that.

MR. KAHN: Okay. We'll let the judge take it up.

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BY MR. KAHN:

Q I want to hand you what I've marked as Plaintiff's Exhibit No. 3, which is a document at the top that says "Statement of Account as of 2/24/15, a document, Plaintiff's Exhibit No. 4, which is something called "History Report," and Plaintiff's Exhibit No. 5, which is a 65-dollar invoice.

MR. COUNTRYMAN: Can I make a quick statement for the record before you ask your question? He asked what you talked about. I directed you not to answer on the grounds of attorney-client privilege. We discussed the documents that you were given just a few minutes ago. Those are the ones that were not, in my view, previously properly identified under Rule 30(j)(8). That's something that he and I can discuss at another time. But I'm directing you not to answer that question under attorney-client privilege grounds.

MR. KAHN: I have a different perspective; but, again, we'll go --

MR. COUNTRYMAN: I just wanted it to be --

MR. KAHN: I understand. We'll go forward.

BY MR. KAHN:

Q The -- have you seen these documents before?

A Yes.

Q And in terms of going back to talk about the

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process, the -- have you seen the history report that I provided to you as Plaintiff's Exhibit No. 4?

A You mean before now? Before today?

Q Yes. Have you seen this particular document before today?

A I don't think so.

Q Okay. Is this the kind of document or report that's typically generated in these kinds of lien or HOA collection matters that you have -- that you're familiar with, that you've worked with, with this law firm over the last several years?

A I don't use this.

Q All right. Do you recognize this as a document created by McCabe Trotter? Do you see the first page, where it says "McCabe Trotter"?

A Yes.

Q And it says "History report," do you see that?

A Yes.

Q Do you see "For account 12480"? Do you see that?

A Yes.

Q "Tammy C. Richardson," do you see that?

A Yes.

Q Do you see where it says "Reference No. 20475/5"?

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CASE NO.: 2016-CP-18-1001
	)	
TAMMY C. RICHARDSON,	)	
	)	
Plaintiff,	)	**MCCABE, TROTTER & BEVERLY, P.C.'S MOTION FOR PROTECTIVE ORDER (DEPOSITION OF SHERI SELF)**
	)	
vs.	)	
	)	
HALCYON REAL ESTATE SERVICES, LLC and MCCABE, TROTTER & BEVERLY, P.C.,	)	
	)	
Defendants.	)	
	)	

Defendant McCabe, Trotter & Beverly, P.C. ("MTB"), by and through its undersigned counsel, submits this Motion for a Protective Order pursuant to SCRCP 26(c), 30(d) and 30(j) prohibiting Plaintiff's counsel from questioning Sheri Self regarding attorney-client privileged information. MTB also seeks sanctions under Rule 37. MTB shows the Court the following:

Background

MTB is a law firm that, among other things, performs collections actions for HOAs. Plaintiff was a defendant in a lien collections action that MTB pursued for her HOA after she failed to pay HOA assessments for many years without reason. Instead of paying what she owed, Plaintiff sought counsel and sued MTB for violation of the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 ("FDCPA").

Sheri Self used to work at MTB as a paralegal and now works as a legal assistant at a law firm in Macon, Georgia. Without going through MTB's counsel, Plaintiff's counsel contacted Ms. Self directly to discuss the case. Plaintiff's counsel decided to take her deposition. The deposition was set

by agreement and without requiring domestication of a subpoena to take place in Macon, Georgia on January 24, 2019, via a deposition Notice served on November 13, 2018. Ex. 1. The Notice "identified" and "reserved the right" to any documents produced or made available in discovery by any party during the deposition under SCRCP 30(j)(8):

> **PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(j)(8), SCRCP, counsel for the Plaintiff hereby identifies and reserves the right to use any documents produced or made available in discovery by any party during this deposition, and hereby gives notice of the Plaintiff's intent to question the witness regarding all documents produced, identified or made available by any party during the course of discovery, as well as those obtained pursuant to subpoena or records request.**

The court has certified this case as a class action, and the parties have exchanged thousands of documents in discovery to date.

The next day (and two months before the deposition was to take place), counsel for MTB sent Plaintiff's counsel a letter regarding the documents and Rule 30(j)(8):

COUNTRYMAN LAW FIRM
LITIGATION ♦ MEDIATION

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November 14, 2018

Via Email Only
Justin S. Kahn
Kahn Law Firm, LLP
562 Savannah Hwy
Charleston, SC 29407
jskahn@kahnlawfirm.com

Re: *Richardson v. McCabe, Trotter & Beverly, P.C., et al.*
C/A No.: 2016-CP-18-1001
CLF File: 00006 – 00008

Dear Justin:

The Notices for the depositions you recently set all refer to any documents produced and made available in discovery as documents you might use in the depositions under SCRCP 30(j)(8). This Rule states that if deposing counsel provides or otherwise identifies the documents to be used during the deposition at least two business days before the deposition, then the witness and the witness' counsel do not have the right to discuss the documents privately before the witness answers questions about them. If deposing counsel does not provide or identify the documents ahead of time, then counsel and the witness may have a reasonable amount of time to discuss the document before the witness answers questions concerning it.

The purpose of the Rule is to avoid surprise and wasting time during a deposition. Thousands and thousands of documents have been produced in discovery in this case. Blanketly referring to all of them does not comport with the letter or spirit of the Rule. Unless you identify or produce specific material you actually plan to use in the depositions two days beforehand, I reserve the right to discuss material presented to the witnesses privately during the deposition(s).

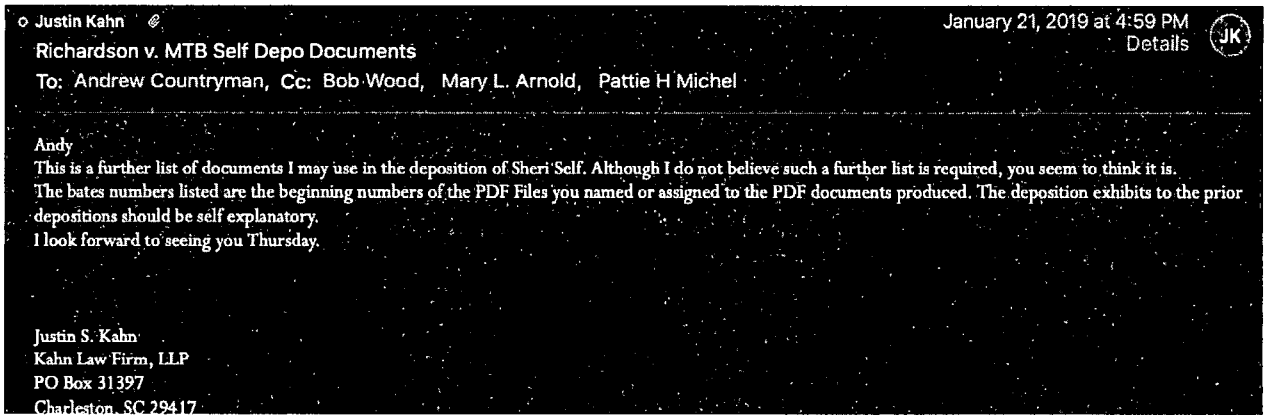
Sincerely,

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The letter explained that naming all the thousands of documents produced in discovery was insufficient to identify documents to be used during the deposition under SCRCP 30(j)(8). Further, it specified that if Plaintiff's counsel failed to produce or identify the documents he really planned to use two days prior to the deposition (something other than merely referencing all material exchanged in discovery) MTB's counsel reserved the right and planned to discuss the material with the witness under Rule 30(j)(8). Plaintiff's counsel never responded to the letter.

At 4:59 p.m., January 21, 2019, Plaintiff's counsel sent an email with a 67-page spreadsheet (Ex. 2) he characterized as a "further list of documents" he "may use" in the deposition:



Justin Kahn
January 21, 2019 at 4:59 PM
Details
JK

Richardson v. MTB Self Depo Documents

To: Andrew Countryman, Cc: Bob Wood, Mary L. Arnold, Pattie H Michel

Andy
This is a further list of documents I may use in the deposition of Sheri Self. Although I do not believe such a further list is required, you seem to think it is.
The bates numbers listed are the beginning numbers of the PDF Files you named or assigned to the PDF documents produced. The deposition exhibits to the prior depositions should be self explanatory.
I look forward to seeing you Thursday.

Justin S. Kahn
Kahn Law Firm, LLP
PO Box 31397
Charleston, SC 29417

The spreadsheet referenced all the exhibits used in depositions taken previously in the case, all discovery responses of MTB, MTB's Answer and referenced thousands and thousands of pages of material produced in discovery.

Counsel for MTB represented the witness regarding the deposition, as she was a former MTB employee being deposed about her work at MTB. The undersigned met with the witness to prepare for the deposition. The undersigned had no clue what material Plaintiff's counsel planned to use during the deposition with the witness based on his identification of all material exchanged in discovery. This is not a new issue in this case. Plaintiff's counsel has exhibited a continued practice of refusing to produce or identify material he actually plans to use in depositions prior to them other

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than referencing all material produced in discovery. The undersigned has made it very clear this does not give counsel or the witness any idea what material might actually be used in the deposition and actually creates a situation where Plaintiff's counsel surprises the witness with documents with which they are not familiar.

For almost all of the approximately 15 exhibits used in Ms. Self's deposition, the undersigned took a brief recess to discuss the document privately with the witness under SCRCP 30(j)(8). Upon information and belief, no break was longer than 3-4 minutes. Every time they returned from break, Plaintiff's counsel asked the witness what she discussed with counsel. Every time, the undersigned instructed the witness not to answer based on attorney-client privilege pursuant to Rule 30(j)(8).

Argument

"The entire thrust of South Carolina's discovery rules involves full and fair disclosure, 'to prevent a trial from becoming a guessing game or one of surprise for either party.'" Samples v. Mitchell, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1997), *quoting* Hodge v. Meyers, 255 S.C. 542, 180 S.E.2d 203 (1971). In simple terms, the core purpose of discovery is to obtain the *truth*. *See,* e.g., Samples, *supra*. The rights of discovery the Rules provide give the trial lawyer the means to prepare for trial, and when these rights are not accorded, prejudice is assumed. Downey v. Dixon, 294 S.C. 42, 362 S.E.2d 317 (Ct. App. 1987).

SCRCP 30(j)(8) is in place to prevent surprises during depositions and allow witnesses to testify knowledgeably regarding material presented to them. The Rule says that if a lawyer conducting a deposition provides or identifies material he plans to use with the witness two days ahead of the deposition, the witness and her lawyer may not discuss the material during the deposition. Otherwise, the witness and her lawyer may.

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(8) Deposing counsel shall provide to opposing counsel a copy of all documents shown to the witness during the deposition, either before the deposition begins or contemporaneously with the showing of each document to the witness. If the documents are provided (or otherwise identified) at least two business days before the deposition, then the witness and the witness' counsel do not have the right to discuss the documents privately before the witness answers questions about them. If the documents have not been so provided or identified, then counsel and the witness may have a reasonable amount of time to privately discuss the documents before the witness answers questions concerning the document.

Identifying or producing documents under Rule 30(j)(8) prevents surprise and allows witnesses to testify knowledgeably regarding material presented to them in a deposition.

a. Plaintiff's identification of all material produced in discovery does not comply with the Rule.

More than two months prior to Ms. Self's deposition, counsel for MTB plainly and in writing told Plaintiff's counsel that referencing all material produced in discovery was not sufficient to identify material he planned to use in the deposition under Rule 30(j)(8). Counsel for MTB indicated that unless Plaintiff's counsel made a real effort to identify or produce material he actually planned to use, MTB's counsel reserved the right and planned to discuss material presented to the witness during the deposition.

Plaintiff's counsel ignored the November 14, 2018, letter. Instead of responding to it, he sent an email the Monday evening before the Thursday deposition (again) identifying everything produced in discovery, including a 67-page spreadsheet listing thousands of documents and referencing all material used in prior depositions. This was not an attempt to provide documents he planned to use during the deposition so the witness could knowledgeably testify about them. This was an attempt to hide what he actually planned to use and surprise the witness.

Plaintiff's counsel refused to address the issue substantively during the deposition. MTB's counsel indicated he did not consider the identification of all material produced in discovery or the 67-page spreadsheet as sufficient identification of material under SCRCP 30(b)(6). Plaintiff's counsel never would have a substantive discussion with counsel for MTB about the issue. He refused

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to address how his tactics were anything other than efforts to surprise the witness and keep what material he planned to use with her secret. Counsel for MTB offered to quickly review all material Plaintiff's counsel planned to use during the deposition with the witness as once. Plaintiff's counsel refused. This caused significant and unnecessary delay in the deposition.

Plaintiff's counsel's blanket identification of all material exchanged in discovery, his 67-page spreadsheet listing various material produced in the case and referencing all deposition exhibits used in the case to date did not to comply with Rule 30(j)(8). Plaintiff's counsel never intended to use all material exchanged in discovery or all exhibits to every prior deposition in the case, and in fact, he only used a small select portion of material with the witness. He refused to provide any good faith indication prior to the deposition of what specific documents he planned to use and instead only referred to the thousands of documents exchanged in discovery. Plaintiff's counsel clearly intended to surprise the witness and use documents with her with which she was unfamiliar get soundbites and "gotcha" answers from her.

Counsel for MTB, after stating his position on the record (and after two letters and at least two attempts to discuss the issue to prevent interrupting the deposition), appropriately took a reasonable amount of time (approximately 15 minutes) under Rule 30(j)(8) to review the exhibits with the witness. Under the Rule, the conversation between counsel and the witness during this time was confidential and privileged. Counsel for MTB therefore appropriately directed the witness not to answer the question, "What did you talk about?" following the private meeting.

b. Sanctions

SCRCP Rule 37 provides for sanctions against a lawyer whose conduct necessitates a discovery motion. Such sanctions shall include attorney's fees and reasonable expenses incurred obtaining the order. Such sanctions are appropriate here.

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Plaintiff's counsel refused to make any good faith effort to provide material he actually planned to use in the deposition prior to it. Instead, he his material he planned to use by referring to all material exchanged in discovery and then sending a 67-page spreadsheet listing thousands more documents shortly before the deposition. Plaintiff's counsel only used a select number of exhibits, which upon information and belief, was around 15 (the transcript has not been produced yet).

Plaintiff's counsel's intent was clearly to conceal what he truly planned to use as deposition exhibits and surprise the witness to obtain soundbite answers. This has been a continuing problem during depositions in this case. Plaintiff's counsel's pattern of behavior is to: (a) identify all material exchanged in discovery as potential deposition exhibits, (b) ignore MTB's counsel's contention that identifying material in that manner is insufficient under SCRCP 30(j)(8), then (c) try to surprise witnesses in depositions with documents they have not reviewed and with which they are not familiar in attempts to get "gotcha" answers. This is actually the second Motion for Protective Order pending before the Court on this very issue.

Conclusion

From the beginning, MTB's counsel has only sought to obtain material prior to the deposition that may be used in the deposition as the Rules provide so the witness can be familiar with it prior to the deposition. This would allow the witness to testify knowledgeably regarding the exhibits. However, Plaintiff's counsel's objective is not to obtain the truth or properly identify material so the witness could be familiar with it during the deposition. It is to hide the true documents he planned to use by identifying thousands and thousands of documents exchanged and otherwise used in discovery with the plan of obtaining soundbites he could use to benefit his case.

Plaintiff's identification of material under Rule 30(j)(8) did not comply with the Rule. Because Plaintiff's counsel did not provide or identify material he actually planned to use with the witness two days prior to the deposition, MTB's counsel had the right under Rule 30(j)(8) to discuss the material with the witness privately during the deposition. Therefore, the Court should protect the witness from having to answer the questions asking what she discussed with counsel during the meeting regarding the documents during the deposition. Additionally, Plaintiff's counsel's tactics were contrary to the the discovery rules, which are designed to prevent surprise and find the truth. The Court should award sanctions in the form of costs and attorney's fees in favor of MTB for having to file and argue this Motion. MTB may supplement this Motion with affidavit(s) and/or briefs as appropriate.

Respectfully submitted,

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Counsel for McCabe, Trotter & Beverly, P.C.

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EXHIBIT 1

STATE OF SOUTH CAROLINA **COUNTY OF DORCHESTER**	**COURT OF COMMON PLEAS** **FIRST JUDICIAL CIRCUIT** **C.A. No. 16-CP-18-1001**
TAMMY C. RICHARDSON, **PLAINTIFF,** **V.** **HALCYON REAL ESTATE SERVICES, LLC AND MCCABE, TROTTER & BEVERLY, P.C.,** **DEFENDANTS.**	**PLAINTIFF'S NOTICE OF VIDEOTAPED DEPOSITION OF SHERI SELF**

TO: ANDREW W. COUNTRYMAN, ESQ. AND ROBERT P. WOOD, ESQ., ATTORNEYS FOR DEFENDANT MCCABE TROTTER & BEVERLY, P.C.:

PLEASE TAKE NOTICE that Plaintiff, pursuant to the South Carolina Rules of Civil Procedure and other law, will take the video deposition of the witness described below, at the date, time and place stated or at such other time and place as may be agreed upon, before a person authorized to administer oaths. This deposition may be used for all purposes allowed by the rules.

Name of Witness:	Sheri Self
Time and Date:	10:30 a.m., January 24, 2019
Place:	Chambless Higdon Richardson Katz & Griggs, LLP Highridge Centre 3920 Arkwright Rd., Ste. 405 Macon, GA 31210

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(j)(8), SCRCP, counsel for the Plaintiff hereby identifies and reserves the right to use any documents produced or made available in discovery by any party during this deposition, and hereby gives notice of the Plaintiff's

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intent to question the witness regarding all documents produced, identified or made available by any party during the course of discovery, as well as those obtained pursuant to subpoena or records request.

Further, the witness is requested to produce all documents or materials reviewed by her to prepare for the deposition by January 18, 2019.

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ATTORNEYS FOR TAMMY C. RICHARDSON

Charleston, S.C.
November 13, 2018

CERTIFICATE OF SERVICE

A copy of the foregoing was served on Defendant McCabe Trotter & Beverly through her counsel, by Email and U.S. Mail on November 13, 2018, in the manner prescribed by the applicable Rules of Civil Procedure.

Signed: _____

EXHIBIT 2

Stephanie Trotter Depo Exhibits
Ryan McCabe Depo Exhibits
Haylen Gatling Depo Exhibits
Theron Coetzee Depo Exhibits
Tammy Richardson Depo Exhibits

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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

COURT OF COMMON PLEAS
CASE NO. 16-CP-18-1001

TAMMY C. RICHARDSON,

PLAINTIFF,

V.

HALCYON REAL ESTATE SERVICES, LLC AND MCCABE, TROTTER & BEVERLY, P.C.,

DEFENDANTS.

PLAINTIFF'S NOTICE AND MOTION FOR SANCTIONS AND MEMORANDUM IN SUPPORT THEREOF CONCERNING IMPROPER DEPOSITION CONDUCT OF MTB COUNSEL

PLEASE TAKE NOTICE THAT at such time and place as may be set by the Court, Plaintiff, by and through her counsel, will move for an order seeking relief, including sanctions against Defendant and its counsel, the continuation of certain depositions, the award of attorney's fees and costs and granting such other and further relief as is deemed just and proper.

This motion is brought pursuant to Rule 37, SCRCP and other law.

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I. CONCISE SUMMARY OF THE BASIS OF THE MOTION.

This motion seeks a Court Order redressing discovery abuse and misconduct committed by defense counsel along with an MTB attorney who participated in the misconduct. Counsel for MTB has disrupted depositions, engaged in witness coaching during depositions to have impermissible off-the-record discussions with

witnesses about documents that were previously produced and improperly instructed a witness to leave a deposition before it concluded.

The relief sought includes:

1. Ordering the continuation of the depositions of MTB employee Haylen Gatling and former employee Sheri Self and paying the associated costs and attorney's fees for having to retake and continue the same;
2. Directing witnesses to testify in full as to the matters discussed with MTB Counsel during off-record conversations;
3. Ordering the deposition of Stephanie Trotter, an attorney who engaged in the improper witness coaching with counsel for MTB during the deposition of Haylen Gatling;
4. Ordering MTB's counsel to cease and desist from similar conduct in the future; and
5. Sanctions for engaging in improper conduct repeatedly during the depositions, engaging in off-the-record witness coaching, obstructive conduct and otherwise in violation of the deposition conduct rules.

II. NATURE OF THE CASE.

This is a class action Fair Debt Collection Practices Act ("FDCPA") and Unfair Trade Practices Act lawsuit brought against the law firm of McCabe, Trotter & Beverly, P.C. (MTB), whose primary practice is the collection of allegedly past due homeowners assessments on behalf of homeowners associations (HOAs). The suit claims MTB routinely misrepresents the amount of money consumers actually owe their HOAs by making up amounts of attorney's fees

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claimed owed and then using the bogus numbers to threaten foreclosure, forcing homeowners to choose between paying MTB or losing their home.

This scheme impacts thousands of South Carolina residents and generates millions for MTB. Its improper debt collection practices include generating thousands of form letters falsely claiming hundreds or thousands of dollars in attorney's fees are owed to the HOAs when they are not, filing notices of liens repeating those misrepresentations, and then foreclosing on homes to collect the bogus fees. The misrepresentations begin with MTB's unsigned form letter telling homeowners they "currently" owe their HOAs hundreds of dollars in attorney's fees and failing to disclose that MTB only charges the HOA no more than $65.

Exemplar testimony of Stephanie Trotter, Esq., who runs MTB's HOA collections efforts, succinctly makes the point:

> 9 Q How long has your law firm been sending out
> 10 letters to consumers saying that the attorney's fees
> 11 are greater than the amounts your law firm has been
> 12 billing the homeowners associations?
> 13 A Since August of 2012, when we opened.

Ex. 1 Dep. Trotter, p. 167.

Plaintiff Tammy C. Richardson is one of the few to successfully challenge the collection practices. Despite the false claims made by MTB about her and her alleged indebtedness, she successfully defended herself against the improper collection practices and the foreclosure action MTB brought against her. In the end, her HOA admitted she did nothing wrong, she successfully fought MTB's

attempts to take her home, and she was able to bring an action on behalf of her and others that seeks to hold this law firm to account for its acts.

The present motion is Plaintiff's attempt to combat yet one more way MTB tries to bully consumers.

III. ARGUMENT

The South Carolina deposition conduct rules boil down to "if you can't do it in front of a judge, you shouldn't do it in a deposition."

A. PROHIBITED CONDUCT DURING DEPOSITIONS

The Supreme Court has warned lawyers that their conduct in depositions can result in ethical violations and sanctions. *In the Matter of Anonymous Member of the South Carolina Bar*, 346 S.C. 177, 552 S.E.2d 10 (2001). South Carolina adopted deposition conduct rules derived from *Hall v. Clifton Precision*, 150 F.R.D. 525 (E.D. Pa 1993). Having adopted the *Hall* approach, our Court requires attorneys to operate under one of the most sweeping and comprehensive rules on deposition conduct in the nation. *In re Anonymous Member of S.C. Bar*, at 190, 16.

Prohibited conduct includes off-the record conferences, suggestive objections and interjections and instructions not to answer. There are various additional contempt powers available to the trial court when counsel violates the Rules.

> In addition to their traditional contempt powers, judges may issue orders as a sanction for improper deposition conduct: (1) specifying that designated facts be taken as established for purposes of the action; (2) precluding the introduction of certain evidence at trial; (3) striking out pleadings or parts thereof; (4) staying further proceedings pending the compliance with an order that has not been followed; (5) dismissing the action in full or in part; (6) entering default judgment on some or all the claims; or

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> (7) an award of reasonable expenses, including attorney fees. *Id.* Among the costs a judge may deem appropriate could be those incurred for future judicial monitoring of depositions or payment for the retaking of depositions. Our judges must use their authority to make sure that abusive deposition tactics and other forms of discovery abuse do not succeed in their ultimate goal: achieving success through abuse of the discovery rules rather than by the rule of law.

Id. at 194, 18. Attorneys who cross the line during a deposition, do not promote the "just, speedy, and inexpensive determination of every action." *Id.*

During a deposition, the only permissible discussion between counsel and a witness that may take place if it does not involve deciding whether to assert privilege is to discuss **a previously undisclosed document.** *In re Anonymous Member of S.C. Bar*, at 190-191, 16.

MTB counsel wrongly and repeatedly stopped depositions to engaged in off-the-record witness coaching and discuss with the witness previously produced documents. MTB counsel improperly argues that if deposing counsel does not identify **the exact documents** to be used for each deposition, **even when those materials have been *previously produced* in discovery,** MTB counsel can stop the deposition to discuss the previously produced document off-the-record with the witness.[2]

The Court should not hesitate to use its power to end such conduct. MTB counsel repeatedly engaged in prohibited conduct to further its goal of disrupting

[2] MTB Counsel claims it is "not sufficient [for deposing counsel] to identify material he planned to use in the deposition under Rule 30(j)(8)." MTB Motion for Protective Order (Haylen Gatling) Jan. 21, 2019, p. 6.

the discovery process and impede the process. MTB counsel filed frivolous motions seeking protection from questioning about documents previously produced and off-the-record discussions with witnesses. Interestingly, defense counsel fails to cite to the Court the controlling case in this jurisdiction prohibiting such conduct in violation of Rule 3.3 Candor Toward the Tribunal.[3]

The law is clear: Conferences called to assist a witness in framing an answer, to calm down a nervous client, or to interrupt the flow of a deposition are improper and warrant sanctions. *In re Anonymous Member of S.C. Bar*, at 191, 17. The issues squarely before the Court relate to repeated violations of principles stated in THE case setting the bar governing attorney conduct in depositions in South Carolina.

B. Off-the-Record Discussion with Witness About Previously Produced Documents Prohibited

Once a deposition begins, an attorney and a client may have an off-the-record conference ***only when deciding whether to assert a privilege*** or ***to discuss a previously undisclosed document.*** *In re Anonymous Member of S.C. Bar*, at 190-191, 16 (emphasis added).

Defense counsel violated the Supreme Court's deposition conduct order because when previously disclosed documents were presented to the deponent, defense counsel stopped the deposition without stating a permissible reason,

[3] Rule 3.3: Candor Toward the Tribunal (a)(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel.

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engaged in prohibited off-the-record witness coaching and then did not allow permitted inquiry into the meeting.

As discussed herein, **if** there is a permissible basis for meeting with a witness during a deposition, before meeting with the witness to discuss the previously produced document, counsel must state a need to discuss asserting a privilege.[4] As this did not occur, defense counsel repeatedly engaged in prohibited witness coaching and violation of the Supreme Court deposition conduct pronouncement.

There are multiple examples of the impermissible conduct in the depositions. Below are examples after the witness was shown a previously disclosed document.

> MR. COUNTRYMAN: And I'm going to tell her not to answer that **before we discuss it.**
>
> BY MR. KAHN:
>
> Q Do you see that sentence?
>
> **MR. COUNTRYMAN: So don't answer that.**
>
> MR. KAHN: All right. I --
>
> **MR. COUNTRYMAN: Come with me. We're going to chat about it.**
>
> MR. KAHN: I don't understand the basis of your objection. These -- **this document has been previously produced; right?**
>
> **MR. COUNTRYMAN: Yup.**
>
> MR. KAHN: All right. And **you think the**

[4] Defense counsel acknowledges that each document at issue was previously produced. *See e.g.* Ex. 2 Self Dep. p. 94.

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23 **rules allow you to talk with a witness about a document**
24 **that has been previously produced or identified?**
25 **MR. COUNTRYMAN: Yes.**

Ex. 2 Self Dep. p. 21.

9 MR. KAHN: This has been previously been
10 marked as Trotter No. 24, **which is a document we've**
11 produced and provided and been used in the past.
12 MR. COUNTRYMAN: I'm going to talk to her
13 about it before you ask any questions.

Ex. 2 Self Dep. p. 172.

BY MR. KAHN:
Q And if you look at the second page -- is this
a document that you would have printed as well?
A Yes.
MR. COUNTRYMAN: Sheri, I'm going to talk to
you about this before you answer questions about it
MR. KAHN: All right. Again, I think that
violates the rules.

Ex. 2 Self Dep. p. 113.

There are many examples of the improper conduct in the depositions attached. *See e.g.*, Ex. 2 Self Dep. pp. 104, 122-123, 177. There was no legitimate basis to meet with the witness. Every document presented was previously produced, most by MTB. Most of the documents have been used in prior depositions or were created by the witness.

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> [MR. COUNTRYMAN] … I'm taking a brief amount of time to go over the document with the witness before she discusses questions about it with you.
>
> MR. KAHN: And the rules specifically -- in the South Carolina Supreme Court specifically prohibit you from engaging in the conduct you have described. And the basis of what you have asserted, which is to review documents that you claim I sprung on you as a surprise, is not a basis to have an off-the-record conference, and you are in violation of the rules. These documents have been produced throughout discovery by McCabe Trotter. There's no surprise here. This is a witness who prepared the documents. But subject to all of that, we can let a judge deal with it.

Ex. 2 Dep. Self p. 157.

Contrary to the Supreme Court's clear instruction that there are to be no off-the-record discussions about previously produced documents, MTB's counsel acts as if after a deposition begins, counsel can ignore the rules, take the witness out of the room and have off-the-record discussions about previously produced documents even when the discussions are not for the purpose of deciding whether to assert a privilege. Nothing in *In Re Anonymous* supports this.

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1. *Before a Conference for Limited Purpose of Asserting Privilege or Discussing Newly Produced Document, Counsel Should Note Why a Conference is Needed on the Record.*

If there is a permissible basis, "[b]efore beginning such a conference, the deponent's attorney should note for the record that a break is needed to discuss the possible assertion of a privilege or a newly produced document." *In re Anonymous Member of S.C. Bar*, at 191, 16. MTB counsel failed to comply.

> BY MR. KAHN:
>
> Q Do you see on the second page where your initials appear?
>
> **MR. COUNTRYMAN: Going to talk to her about this before she answers any questions on it.** If you have anything else you want me to go over with her, I'm happy to do that since --
>
> MR. KAHN: I don't think the rules require that. I think what you're doing is improper. So we can --
>
> MR. COUNTRYMAN: That's fine. But I'm doing it. So I'm telling that ahead of time. If you want me to go over them with -- with her now, I'll do that. If not, **then you can waste more time doing it over the next 30 minutes. That's fine.**

Ex. 2 Self Dep. p. 194.

MTB counsel failed to note for the record a basis allowed by the Supreme Court to meet with the witness. MTB counsel engaged in prohibited conduct.

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2. *After A Conference for the Limited Purpose of Asserting Privilege or to Discuss a Newly Produced Document, Counsel Should Note the Decision Reached.*

After a permissible conference, the conferencing attorney should state on the record why the conference occurred, and the decision reached. If the party decides to assert a privilege, the basis for the privilege should be clearly stated. *In re Anonymous Member of S.C. Bar*, at 191, 16.

There was no permissible basis and Defense counsel failed to state a one. The documents were not newly produced and there was no discussion of the possible assertion of privilege. Instead, MTB counsel decided to interrupt the deposition, engage in improper witness coaching and ignore the Supreme Court.

3. *Following a Conference, Counsel May Inquire Into the Subject to Determine if There Was Witness Coaching.*

When there is an off-the-record conference, whether or not a privilege is asserted, deposing counsel may inquire on the record into the subject of the conference to determine if there has been any witness coaching. *In re Anonymous Member of S.C. Bar*, at 191, 16. Attempts were made to learn what happened between the witness and counsel during the breaks to review the previously produced documents.

```
22 Q And what -- what did you all talk about?
23 MR. COUNTRYMAN: Don't answer that question.
```

Ex. 2 Self Dep. pp. 22.

Defense counsel repeatedly blocked similar inquiry into the improper discussions that took place. *See e.g.,* Ex. 2 Self Dep. pp. 95, 113, 118, 123, 148, 151, 156, 161, 172, 183, 186, 205.

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The impermissible conferences and witness coaching repeatedly took place and permitted inquiry was blocked. The truth seeking function of the depositions and witnesses became tainted by the improper conduct. Sanctions are justified.

C. THERE IS NO PRIVILEGE TO CLAIM; THUS, A LAWYER CANNOT DISCUSS PREVIOUSLY DISCLOSED DOCUMENTS WITH A WITNESS DURING A DEPOSITION.

As to Haylen Gatling, defense counsel does not argue there was an attempt made to decide whether to assert a privilege. Instead, it is argued he "took a reasonable amount of time (approximately 15 minutes) under Rule 30(j)(8) ***to review the exhibits with the witness.***" MTB Motion for Protective Order (Gatling) Jan. 21, 2019, p. 7. (emphasis added). *See e.g.* Ex. 3 Gatling Dep. pp. 182-186 where defense counsel stopped the deposition repeatedly and talked with the witness about previously produced documents (Ex. 4).

```
5 MR. KAHN: I think that absolutely violates
6 the rule. We'll let the judge deal with it.
7 MR. COUNTRYMAN: And I don't really care what
8 you think.
9 MR. KAHN: I understand. That's why we have
10 judges.
```

Ex. 3 Gatling Dep. p. 185.

The Supreme Court and rules do not support the actions and contention by defense counsel of an entitlement to know with certainty before the deposition *each document to be used, regardless of whether they had been produced or identified.*

This Court should sanction defense counsel, the defendant and deny the requested protection and sanctions sought by MTB.

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D. Multiple Off-the-Record Witness Coaching Discussions About Previously Produced Documents Are Improper.

An example of the effects of the improper witness coaching include Haylen Gatling's change of testimony following a meeting with defense counsel and Stephanie Trotter, Esq. of MTB. Ms. Gatling testified she printed documents, including various pieces of a form letter package and "would pull two of the pages, the notice of lien and the witness page" and put those in a box with others for Attorney Trotter to review. Ex. 3 Dep. Gatling p. 175, 17-23; p. 176, 2-6.

After meeting with defense counsel and MTB attorney Trotter to discuss the documents, the witness testified she had suddenly "misremembered" the way documents were put in the box for the attorney (Stephanie Trotter) to sign. Ex. 3 Gatling Dep. pp. 199-200. The impropriety of the meetings was noted. *See.* e.g. Ex. 3 Gatling Dep. pp. 182-187. When asked what was discussed, the witness was improperly instructed not to answer.

Q All right. So after your having a meeting with your lawyer and Stephanie Trotter, your testimony has now changed; is that what you're telling us?
A I misremembered. I can't remember exactly what I said earlier, but —
Q You misremember after having a meeting with your lawyer and Stephanie Trotter; is that what you're telling us?
MR. COUNTRYMAN: Object to the form.
A (Continuing) I now remember.
Q Okay. And you now remember something

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> 17 **different than what you've been testifying about after**
> 18 **meeting with your lawyer and Stephanie Trotter; right?**
> 19 MR. COUNTRYMAN: Object to the form.
> 20 **A (Continuing) Yes.**

Ex. 3 Gatling Dep. p. 200.

This reprehensible conduct should be sanctioned and include: ordering the witnesses to continue the deposition promptly at the offices of Plaintiff's counsel at a date and time convenient to Plaintiff's counsel, having the defendant pay the costs of the deposition taken and the one to be continued, including the costs and time that will be needed by the witness to travel to Charleston, the time spent by Plaintiff's counsel to travel back and forth to Columbia for the first deposition and the costs associated with that. Further relief should include having a different defense attorney attend the deposition and award a monetary sanction for wasting so much time. Inquiry into all the discussions should also be ordered.

Further, as Stephanie Trotter, a South Carolina attorney with the defendant MTB, actively participated in the improper conduct of witness coaching, her deposition should be allowed to inquire into her improper conduct and any other matter concerning this lawsuit.

E. Improper Obstructive Behavior by Defense Counsel.

1. Instructing Deponent to Leave a Deposition that Was Not Concluded is Improper.

Defense counsel's improper behavior included ending a deposition for no reason. The out of state deposition of a paralegal Sheri Self, a former MTB employee, was agreed to by she and her boss, a Georgia attorney. Ex. 4 Email July 18, 2018. Her boss preferred to conduct the deposition during office hours but "did

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not wish to imply that we (or Mrs. Self) would seek to limit the length of any deposition." Ex. 4 Email of D. Nelson July 18, 2018.

After Mrs. Self agreed to be deposed, MTB took about 6 months to set a date. The deposition began around 10:45 a.m. After about fifteen improper interruptions and delays of about an hour by defense counsel to discuss off-the-record previously produced documents with the witness, defense counsel announced the termination of the deposition at 3:00 p.m. No reason was given. Due to the improper objections and lunch time taken by the witness, the actual deposition time was only about 3 hours. There were many documents brought to the deposition to go through with this witness as she was an integral part of the team used to create and process the form letters. However, defense counsel would not allow the examination to occur.

> MR. COUNTRYMAN: Justin, I'm sorry to interrupt, but it is 3:00, and I got to get on the road. So I'm going to have to end the deposition.

In violation of the Rules and agreement reached with Mrs. Self's attorney boss, Mr. Nelson, defense counsel told the witness "You don't have to stay here."

Ex. 2 Self Dep. p. 223, 4-12.

When an attempt was made to continue questioning the witness by Plaintiff's counsel, defense counsel interrupted and began asking his own questions.

> 19 MR. COUNTRYMAN: When we talked yesterday and
> 20 talked before, it was with the understanding that what
> 21 we said was privileged and confidential; correct?
> 22 THE WITNESS: Yes.
> 23 MR. KAHN: Objection.
> 24 Hold on a second, now. You can't -- I'm

25 still asking questions. You don't get to ask
1 questions. And if you're going to ask about it, then
2 I'm going to ask you about these conversations you had
3 since he just opened the door.
4 BY MR. KAHN:
Q So when did you meet with Mr. Countryman?
6 MR. COUNTRYMAN: This deposition is over.
***
20 MR. COUNTRYMAN: Sheri, you don't have to
21 stay here.
***
3 MR. COUNTRYMAN: You can get up, and you
4 don't have to answer that question.

Ex. 2 Self Dep. pp. 223-225.

The conduct is reprehensible. Sanctions should snuff out such conduct in the future. The sanctions should include ordering that the deposition of Sheri Self will continue at offices of Plaintiff's counsel at a date and time convenient to Plaintiff's counsel, the defendant pay the costs of the depositions taken and the ones to be continued as well as the costs and time that will be needed by the witness to travel to Charleston, reasonable attorney's fees for the time spent by Plaintiff's counsel to travel back and forth to Macon, Georgia for the first deposition and the costs associated with that. Further, relief should include having a different defense attorney attend the deposition and award attorney's fees, costs and a monetary sanction for wasting so much time. Inquiry into the off-the-record discussions should also be ordered.

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2. *Assertion of Privilege Despite Witness Stating Defense Counsel Was Not Her Lawyer is Improper.*

During the deposition of Sheri Self, the witness testified that she had not hired defense counsel to be her attorney.

> 3 Q Have you signed any kind of legal retainer
> 4 agreement with him?
> 5 A No.
> 6 Q Have you hired him to be your lawyer?
> 7 A No.

Ex.2 Self Dep. pp. 23-24.

Defense counsel claimed multiple off-the-record discussions with the witness about previously produced documents were "privileged." When inquiry was made as to how, defense counsel stated that *he* was asserting privilege, *not the witness.*

> 10 MR. KAHN: What privilege could you all have
> 11 been discussing that relates to a document produced to
> 12 us from McCabe Trotter as part of this litigation?
> 13 **MR. COUNTRYMAN: I'm the one asserting the**
> 14 **privilege, not the witness.** And I'm happy to talk to
> 15 you about it, if you would like.

Ex. 2 Self Dep. p. 206.

There is no known privilege for an attorney to invoke after prohibited off-the-record conferences with a witness about previously produced documents. This conduct is neither privileged nor protected. It is forbidden.

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Succinctly, during multiple depositions, MTB's counsel repeatedly engaged in off-the-record witness coaching, obstructive and disruptive behavior including instructing a witness to leave a deposition that had not concluded and otherwise failing to comply with the clearly defined deposition conduct rules.

3. Speaking Objections to Clarify are Improper.

A witness's attorney cannot object to a question just because the attorney does not understand the question. *See Hall,* 150 F.R.D. at 530 n. 10 adopted and approved by *In re Anonymous Member of S.C. Bar.* Furthermore, it is improper for counsel to state for the record their interpretations of questions, since such interpretations are completely irrelevant and improperly suggestive to the deponent. *Id.* A witness's attorney must also refrain from rephrasing questions for the witness. *In re Anonymous Member of S.C. Bar*, at 192, 17. Despite the clear pronouncement, defense counsel did not hesitate to engage in improper behavior.

Q -- the law firm did not generate another invoice for the homeowner's association for any additional legal fees related to this work; right?
MR. COUNTRYMAN: Object to the form.
A (Continuing) I mean --
MR. COUNTRYMAN: You're talking about this specific one or --
MR. KAHN: Andy, please stop.
MR. COUNTRYMAN: I just had a question about clarification so the witness could answer.
MR. KAHN: That's completely improper.
MR. COUNTRYMAN: Sounds good.

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Ex. 2 Self Dep. p. 178.

Defense counsel repeatedly improperly interposed.

MR. KAHN: I've asked her a question, and you are interrupting and stating things improperly, which are in clear violations of the rules.
MR. COUNTRYMAN: Sounds good.
MR. KAHN: If you have an objection, then state it, and I'll go from there.
MR. COUNTRYMAN: I object to the question you asked her because it mischaracterized what she said, and you slid words in there that she didn't say. I think that's misleading, unfair, and deceptive.
MR. KAHN: Your extraneous comments are specifically prohibited by the South Carolina Supreme Court and under the rules.
MR. COUNTRYMAN: Then call somebody. Take somebody up. That's fine.
MR. KAHN: I would ask you to refrain from engaging in that conduct. I'm just asking as nice as I can be and as civil as I can.

Ex. 2 Self Dep. p. 143.

In the deposition of Sheri Self, MTB counsel instructed the witness about 24 times not to answer questions related to documents previously produced. Ex. 2 Self Dep. p. 21, 11, p. 22, 23, p. 23, 3-4, p. 24, 9-10, p. 94, 9-11, p. 95, 14-15, p. 104, 17-

18, p. 113, 17-18, 21-22, p. 114, 3-4, p. 118, 2-4, 20-21, p. 123, 15-16, p. 148, 6-7, 15-16, p. 150, 20-22, 25, p. 151, 9-10, p. 156, 16-17, p. 161, 2-3, 12-13, p. 172, 21-22, p. 183, 11-12, 20-21, p. 185, 18-19, p. 186, 10-11, 21-23, p. 194, p. 195, 5-7, p. 204, 21-23, p. 205, 13-14, 22-23, p. 206, 8-9.

During the deposition, MTB counsel repeatedly met with the witness about 15 times to discuss previously produced documents and engage in witness coaching.

The above is but a sampling of the improper conduct contained within the depositions referenced and attached.

F. Relief Requested and Sanctions Warranted.

As to discovery abuse, the Washington State Supreme Court aptly noted:

> Misconduct, once tolerated, will breed more misconduct...

Washington State Physicians Ins. Exch. & Ass'n v. Fisons Corp., 122 Wash. 2d 299, 355, 858 P.2d 1054, 1084 (1993). Actions taken in a deposition designed to prevent justice, delay the process, or drive up costs are improper and warrant sanctions. *In re Anonymous Member of S.C. Bar*, at 194, 18.

Depositions are widely recognized as one of the "most powerful and productive" devices used in discovery. *See* A. Darby Dickerson, *The Law and Ethics of Civil Depositions,* 57 Md. L. Rev. 273, 277 (1998). Since depositions are so important in litigation, attorneys face great temptation to cross the limits of acceptable behavior in order to win the case at the expense of their ethical responsibilities to the court and their fellow attorneys. Claiming that any such improper behavior was merely "zealous advocacy" will not justify discovery abuse. When attorneys cross the line during a deposition, their actions do not promote the

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"just, speedy, and inexpensive determination of every action." *See* Rule 1, SCRCP. *In re Anonymous Member of S.C. Bar*, 346 S.C. 177, 193, 552 S.E.2d 10, 18 (2001).

This Court should prevent the spread of this misconduct with a clear order.

IV. CONCLUSION

The facts show that the opposing party and its counsel acted intentionally and in bad faith. The prejudice to the Plaintiff includes conduct designed to witness coach, change testimony and block the search for the truth via proper inquiry. There is a clear need to deter this conduct in the future. The Court should, at a minimum, order and award relief and sanctions including the following:

1. The depositions of Haylen Gatling, Sheri Self and Stephanie Trotter reconvene at Plaintiff's counsel's office promptly at dates and times of Plaintiff's counsel's choosing and MTB be required to pay the witnesses for their time, costs and travel;

2. MTB promptly pay the reasonable attorney's fees for Plaintiff's counsel time to travel and attend the prior depositions and associated costs, to include the deposition costs already incurred and to be incurred;

3. Monetary sanctions for the reprehensible conduct of defense counsel in an amount sufficient to deter such future behavior;

4. The costs and reasonable attorney's fees for having to prepare and file this motion;

5. MTB counsel should be sanctioned for engaging in the improper conduct and prohibited from engaging in such improper conduct in the future;

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6. Striking of MTB's answer and that MTB engaged in conduct in violation of the FDCPA and UTPA resulting in damage to the Plaintiff and the class in the amount of the attorney's fees claimed owed by MTB is deemed as fact; and

7. Such further and relief as is just, equitable and proper.

Counsel certifies that consultation would serve no useful purpose.

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ATTORNEYS FOR PLAINTIFF

February 7, 2019

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
DORCHESTER COUNTY

VIDEOTAPED DEPOSITION OF STEPHANIE C. TROTTER

TAMMY C. RICHARDSON,

Plaintiff,

vs. CASE NO. 16-CP-18-1001

HALCYON REAL ESTATE SERVICES, LLC AND MCCABE TROTTER & BEVERLY, P.C.,

Defendants.

DEPONENT: STEPHANIE C. TROTTER

DATE: JANUARY 17, 2017

TIME: 10:00 AM

LOCATION: CARLOCK COPELAND & STAIR, LLP
CHARLESTON, SOUTH CAROLINA

REPORTED BY: CHERIE J. ANDERSON, RMR, RPR, CRR
NCRA REGISTERED MERIT REPORTER
CLARK & ASSOCIATES, INC.
P.O. Box 73129
Charleston, SC 29415
843-762-6294
WWW.CLARK-ASSOCIATES.COM

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ROGERS TOWNSEND & THOMAS, P.C.
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Columbia, SC 29201

ALSO PRESENT: Michael Beish, Videographer

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that.

We did. We sent Ms. Arnold a letter. Yes.

Q Right. In fact, your law firm has asserted not just to Mrs. Richardson but to other consumers that they owe attorney's fees which exceed the amount you have billed your homeowners association clients, right?

A Yes.

Q How long has your law firm been sending out letters to consumers saying that the attorney's fees are greater than the amounts your law firm has been billing the homeowners associations?

A Since August of 2012, when we opened.

Q The -- a little while ago I asked you about time spent on the file by yourself. As part of discovery, we were provided a -- I'll call it a grid or what looks like a table, Plaintiff's Exhibit Number 12, which is MTB 00217.

(Exhibit No. 12 was marked for identification.)

Q Do you see that? Have you seen that document before?

A Yes.

Q Okay. This document represents what?

A I believe this is a chronology that I created

Deposition of:

Sheri Self

Tammy Richardson
vs.
McCabe Trotter

Case #: 2016-CP-18-1001

January 24, 2019

Magnolia Reporting, LLC
P.O. Box 61011
North Charleston, SC 29419
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10:45:17	STATE OF SOUTH CAROLINA)	THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
10:45:17	COUNTY OF DORCHESTER)	CASE NO. 2016-CP-18-01001
10:45:17		
	TAMMY C. RICHARDSON,)	
10:45:17	)	
	Plaintiff,)	
10:45:17	)	
	vs.)	
10:45:17	)	
	MCCABE, TROTTER & BEVERLY, P.C.,)	
10:45:17	)	
	Defendant.)	
10:45:17		
	* *	
10:45:17		
	VIDEOTAPED	
10:45:17	DEPOSITION OF:	SHERI SELF
10:45:17	DATE TAKEN:	Thursday, January 24, 2019
10:45:17	TIME:	10:30 a.m.
10:45:17	PLACE:	Chambless Higdon Richardson Katz & Griggs, LLP
10:45:17		Highridge Centre
		3920 Arkwright Rd., Suite 405
10:45:17		Macon, GA 31210
10:45:17	REPORTED BY:	TERI L. SAMPSON, RPR, Notary Public and Certified
10:45:17		Live Note Reporter
10:45:17	* *	
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	NORTH CHARLESTON, SOUTH CAROLINA 29419	

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ALSO PRESENT:

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I N D E X

WITNESS: SHERI SELF

Examination	Page
BY MR. KAHN.	7
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EXHIBITS:

Plaintiff's Exhibit	Description	Page
1	HOA Fee Proposal, MTB Fee Agreements 000044	22
2	Notice of Consumer's Right To Cure, MTB Supp. 012455-012456	93
3	Notice of Consumer's Right To Cure, MTB Supp. 002183-002184	104
4	Notice of Consumer's Right To Cure, MTB Supp. 011327-011328	112
5	Notice of Consumer's Right To Cure, MTB Supp. 011335-011336	117
6	Demand Package, MTB Class Production 00002813-00002820	122
7	Demand Package, MTB Class Production 00002797-00002804	131
8	Notice of Consumer's Right To Cure, MTB Supp. 008874-008875	148

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EXHIBITS: (Continued)

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9	Notice of Consumer's Right To Cure, MTB Supp. 008794-008795	150
10	Notice of Consumer's Right To Cure, MTB Supp. 008906-008907	155
11	Demand Package, MTB Class Production 00103204-00103211	160
12	Invoice as of 2/26/2015, HALCYON_000126	172
13	Notice of Consumer's Right To Cure, MTB Supp. 008906-008907	183
14	Notice of Consumer's Right To Cure, MTB Supp. 00066648-00066649	185
15	Notice of Consumer's Right To Cure, MTB Supp. 008578-008579	194
16	Demand Package, MTB Class Production 00095081	204
17	Demand Package, MTB Class Production 00095084-00095091	224
18	Handwritten notes	226
19	Plaintiff's Notice of Videotaped Deposition of Sheri Shelf	226

- - - - -

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S T I P U L A T I O N S

It is hereby stipulated and agreed by and between the parties hereto, through their respective counsel, that the reading and signing of the transcript is reserved by the Deponent.

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10:45:17 1 MACON, GEORGIA, THURSDAY, JANUARY 24, 2019
10:45:17 2 10:46 A.M.
10:45:17 3 P R O C E E D I N G S
10:45:17 4 - - - - -
10:45:20 5 VIDEOGRAPHER: Good morning. We are now on
10:45:21 6 the record. Today's date is January 24th, 2019. The
10:45:26 7 time is approximately 10:46 a.m.
10:45:28 8 This is the video deposition of
10:45:31 9 Sheri L. Self, taken by counsel for the plaintiff. The
10:45:34 10 location today is 3920 Arkwright Road in Macon,
10:45:40 11 Georgia.
10:45:41 12 My name is Douglas Browne, legal videographer
10:45:43 13 representing VidSouth Production. I am familiar with
10:45:46 14 the provisions of Rule 30(h) pertaining to videotaped
10:45:49 15 depositions.
10:45:49 16 This deposition is taken in the matter of
10:45:52 17 Tammy C. Richardson versus McCabe, Trotter & Beverly,
10:45:56 18 P.C., Case No. 16-CP-18-1001.
10:46:03 19 Counsel present and remotely, please
10:46:05 20 introduce yourselves for the record.
10:46:07 21 MR. KAHN: My name is Justin Kahn. Myself
10:46:09 22 and Mary Leigh Arnold, who's on phone, are representing
10:46:14 23 the plaintiffs -- the plaintiff in this matter.
10:46:17 24 MR. COUNTRYMAN: I'm Andy Countryman. I
10:46:18 25 represent McCabe, Trotter & Beverly.

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10:46:20 1 VIDEOGRAPHER: In accordance with Rule
10:46:23 2 30(h)(3), the witness has the right to be shown the
10:46:25 3 videotaped deposition unless waived by the witness and
10:46:27 4 the parties.
10:46:28 5 The court reporter today is Teri Sampson of
10:46:31 6 Magnolia Reporting.
10:46:33 7 Would the notary public present in the room
10:46:34 8 please swear in the witness, and we may begin.
10:46:37 9 WHEREUPON,
10:46:37 10 SHERI SELF,
10:46:37 11 being first duly sworn by Wanda Watford, a Jones
10:46:37 12 County, Georgia, notary, testified as follows:
10:46:51 13 MR. KAHN: An issue was -- or a question was
10:46:52 14 raised by defense counsel, prior to the deposition
10:46:53 15 starting, about the fact that the court reporter, who's
10:46:55 16 been involved with many of the depositions in this
10:46:57 17 case, is not a notary in the state of Georgia.
10:47:03 18 We have -- he has kindly agreed to allow us
10:47:05 19 to have a Georgia notary swear the witness in, which
10:47:08 20 has just taken place, and Teri will transcribe and
10:47:12 21 prepare the deposition. So any issue about that is not
10:47:16 22 an issue or has been waived.
10:47:21 23 EXAMINATION
10:47:21 24 BY MR. KAHN:
10:47:21 25 Q Can you tell us, please, your full name.

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10:47:22 1 A Sheri Lee Self.
10:47:24 2 Q And where do you currently live, please?
10:47:27 3 A Where I live?
10:47:28 4 Q Yes, ma'am.
10:47:29 5 A In Warner Robins.
10:47:30 6 Q Where?
10:47:31 7 A Georgia.
10:47:31 8 Q Georgia. All right.
10:47:32 9 And how long have you lived here
10:47:33 10 approximately?
10:47:38 11 A When -- since I left South Carolina.
10:47:40 12 Q I just -- I just don't know when that is.
10:47:42 13 A I don't either. I don't remember.
10:47:44 14 Q Okay.
10:47:45 15 A 2016 possibly.
10:47:45 16 Q Okay. All right. So you lived here at least
10:47:47 17 a couple of years or so?
10:47:49 18 A Yeah.
10:47:52 19 Q All right. In -- under the rules, one of the
10:47:54 20 things I'm supposed to tell you is that at any time
10:47:57 21 during the deposition, if you don't hear me or
10:48:01 22 understand me or have difficulty understanding any of
10:48:03 23 the words I'm using, if you'd stop and let me know.
10:48:06 24 Okay?
10:48:07 25 A Yup.

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10:48:08 1 Q Also, it's important to give verbal
10:48:11 2 responses --
10:48:12 3 A Right.
10:48:12 4 Q -- to questions I ask because the court
10:48:14 5 reporter to your left is taking down everything that we
10:48:17 6 say. All right?
10:48:17 7 A All right.
10:48:18 8 Q From time to time, the lawyer for defendant
10:48:20 9 may object to a question, and under our rules, unless
10:48:24 10 he instructs you not to answer the question, you are to
10:48:27 11 answer the question. Okay?
10:48:29 12 A Okay.
10:48:31 13 Q Also, you pointed out that because the room
10:48:35 14 and surroundings, there may be some difficulty with you
10:48:38 15 hearing me, and I appreciate that.
10:48:42 16 If you would, before answering any question
10:48:43 17 I've asked you, would you make sure you have heard the
10:48:48 18 question, understand the question, and are prepared to
10:48:51 19 answer the question?
10:48:52 20 A Okay.
10:48:54 21 Q That way, when you give a response to the
10:48:56 22 question, we'll know that you have heard it and
10:48:59 23 understood it before answering. Okay?
10:49:01 24 A Okay.
10:49:03 25 Q Also, under our rules, should you want -- and

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10:49:06 1 the court reporter -- or the videographer will tell
10:49:09 2 you, you have an opportunity, should you want, to view
10:49:11 3 the entire video deposition. That's an option you
10:49:15 4 have. Most people waive it. That's up to you.
10:49:17 5 A No. I'm --
10:49:19 6 Q Okay.
10:49:19 7 A I'm not going to waive it. I want to see it.
10:49:21 8 Q Okay. You're allowed to do that, and that
10:49:22 9 will be prepared for you.
10:49:23 10 And the same thing -- you have a right to
10:49:25 11 review the transcript that's being taken in this
10:49:27 12 matter.
10:49:28 13 A Uh-huh.
10:49:28 14 Q And what we'll do is if we can get your home
10:49:31 15 address and the court reporter can send that to you to
10:49:33 16 review and sign under our rules --
10:49:35 17 A Right.
10:49:36 18 Q -- if you want to give her that.
10:49:37 19 A Okay. Right now or --
10:49:38 20 Q That way she'll --
10:49:39 21 A -- later?
10:49:40 22 Q -- put it down and we'll all know.
10:49:40 23 A Right now?
10:49:40 24 Q Sure.
10:49:40 25 A 104 Harvest Point, Warner Robins, Georgia

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10:49:45 1 31088.
10:49:49 2 Q All right. Can you briefly provide me with
10:49:52 3 your educational background? Just a nutshell.
10:49:56 4 A Went to high school, graduated high school,
10:49:59 5 took some college classes, accounting classes, got my
10:50:02 6 diploma in the accounting classes.
10:50:05 7 Q Okay.
10:50:06 8 A And that's about it.
10:50:07 9 Q All right. Was that all in South Carolina or
10:50:09 10 where?
10:50:10 11 A No. That was in Georgia.
10:50:11 12 Q Okay. I can't remember if I asked: What
10:50:15 13 year were you born? I'll just ask the year.
10:50:18 14 A '95 -- no, no. Oh, my God. '75. I wish.
10:50:23 15 '75.
10:50:24 16 Q All right. Otherwise, you'd be about the age
10:50:27 17 of my daughter, which is --
10:50:28 18 A Right?
10:50:28 19 Q All right. So you were born in 1995 --
10:50:30 20 A No. '75.
10:50:30 21 Q I'm sorry. 1975 -- sorry.
10:50:35 22 Did you take any classes related to any
10:50:39 23 paralegal matters?
10:50:40 24 A No.
10:50:41 25 Q All right. Have you taken any classes

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10:50:43 1 related to "Fair Debt Collection Practice Act" matters?
10:50:47 2 A Any classes?
10:50:47 3 Q Yes, ma'am.
10:50:49 4 A Classes, no. We had -- yeah. No.
10:50:51 5 Q Okay. It seems to me, going through some of
10:50:57 6 the materials we've been provided in this case, that at
10:50:59 7 some point you were working at Rodgers Townsend?
10:51:02 8 A Uh-huh.
10:51:02 9 Q Is that right?
10:51:03 10 A Right.
10:51:03 11 Q Do you know approximately the years you
10:51:05 12 worked there?
10:51:09 13 A Well, it was after I had cancer. That was in
10:51:14 14 2010. Probably 2011 to whenever they moved over.
10:51:19 15 Q Okay. When you say "they moved over," are
10:51:21 16 you referring to the fact that Ryan McCabe, Sheri (sic)
10:51:26 17 Trotter left Rodgers Townsend and started their own
10:51:30 18 firm?
10:51:30 19 MR. COUNTRYMAN: Object to the form. You
10:51:31 20 said "Sheri." It was Stephanie.
10:51:33 21 BY MR. KAHN:
10:51:33 22 Q I'm sorry. Stephanie. Sorry. Sorry.
10:51:35 23 A What was that?
10:51:35 24 Q You said when they moved over. I was trying
10:51:37 25 to understand what you meant when you said until they

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10:51:38 1 moved over.
10:51:38 2 A When they moved from the law firm.
10:51:41 3 Q Okay. When you say --
10:51:42 4 A They went -- from when they went from Rodgers
10:51:44 5 Townsend to McCabe Trotter. Until they perform- --
10:51:48 6 they opened up their own law firm.
10:51:50 7 Q All right.
10:51:50 8 A And I transitioned with them.
10:51:52 9 Q No problem.
10:51:53 10 I just want to make sure who -- when you say
10:51:54 11 "they," that's who I don't know.
10:51:55 12 Who is the "they" you're talking about?
10:51:57 13 A You talking about McCabe?
10:51:59 14 Q That's what I'm asking you.
10:51:59 15 A Stephanie and Ryan?
10:52:00 16 Q That's all I wanted to know.
10:52:01 17 A Okay.
10:52:01 18 Q You used the word "they transitioned" or
10:52:04 19 "they moved." I just want to make sure we're clear --
10:52:06 20 A Sure. Yeah.
10:52:06 21 Q -- as to who that is.
10:52:06 22 A Stephanie Trotter and Ryan McCabe.
10:52:10 23 Q Okay. While you were at Rodgers Townsend,
10:52:12 24 beginning around 2010 or so, did you work with Ryan
10:52:17 25 McCabe or Stephanie?

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10:52:18 1 A Yes, I did.
10:52:19 2 Q All right. Before you worked for Rodgers
10:52:21 3 Townsend, did you work for any other law firm?
10:52:26 4 A My dad.
10:52:27 5 Q Okay. Is your father a lawyer?
10:52:29 6 A He was.
10:52:30 7 Q Okay.
10:52:31 8 A He's retired now.
10:52:31 9 Q All right. Is he in Georgia, or where is he?
10:52:33 10 A Yes.
10:52:34 11 Q All right. And what's his name?
10:52:35 12 A Randy Wynn.
10:52:36 13 Q And what part of Georgia is he in?
10:52:39 14 A Warner Robins.
10:52:40 15 Q How do you spell "Wynn"? It'll help the
10:52:41 16 court reporter. W-i- --
10:52:41 17 A W-y-n-n.
10:52:43 18 Q All right. Thank you.
10:52:48 19 He made a smart choice. He retired.
10:52:49 20 A Yeah. Unfortunately, he had to retire.
10:52:51 21 Q What kind of work did he do?
10:52:54 22 A Criminal.
10:52:54 23 Q Criminal defense?
10:52:56 24 A Yeah.
10:52:59 25 Q The --

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10:53:00 1 A Prosecutor.
10:53:00 2 Q Oh. He was a prosecutor?
10:53:00 3 A Prosecute -- no, he wasn't a prosecutor.
10:53:02 4 Q Did he represent the accused or represent the
10:53:04 5 state?
10:53:05 6 A I'm sorry.
10:53:05 7 Q That's fine.
10:53:05 8 A Yeah. I'm thinking of something else.
10:53:06 9 Q No problem.
10:53:06 10 A No. He -- he -- he represented the --
10:53:11 11 Q The people charged?
10:53:12 12 A -- the people being charged.
10:53:13 13 Q Okay. That's a criminal defense lawyer.
10:53:15 14 A Yeah, defense lawyer.
10:53:18 15 Q All right. All right. So you worked for
10:53:20 16 your father for a while.
10:53:21 17 A For a little bit while I was in high school.
10:53:23 18 Q All right. And then you started Rodgers
10:53:25 19 Townsend around 2010?
10:53:26 20 A Uh-huh.
10:53:27 21 Q Did you work for any other law firm between
10:53:29 22 your father and Rodgers Townsend?
10:53:31 23 A No.
10:53:32 24 Q All right. When you started Rodgers
10:53:34 25 Townsend, what kind of work were you doing in general

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10:53:36 1 terms?
10:53:38 2 A I was -- I processed liens.
10:53:40 3 Q Okay. So you were working with Ryan and
10:53:44 4 Stephanie?
10:53:44 5 A Uh-huh.
10:53:45 6 Q Yes?
10:53:46 7 A Yes.
10:53:46 8 Q And from time to time, you say "Uh-huh" --
10:53:49 9 A I'm sorry.
10:53:50 10 Q -- I'm just --
10:53:50 11 A I -- I forget. You have to say "Yes" or
10:53:52 12 "No." I know.
10:53:53 13 Q It's no problem.
10:53:54 14 A Okay. Yes.
10:53:54 15 Q I just --
10:53:54 16 A I'm sorry.
10:53:55 17 Q If I catch you doing that, I don't want you
10:53:56 18 to think I'm being rude. I just --
10:53:58 19 A Oh, I know you're not being rude.
10:54:00 20 Q Okay. All right.
10:54:01 21 A Yeah. I know.
10:54:01 22 Q All right. So you said "processing liens."
10:54:03 23 Can you tell me about the -- was that
10:54:10 24 involving the same kinds of "homeowner association
10:54:13 25 collection" matters that you eventually were doing at

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10:54:17 1 McCabe and Trotter?
10:54:19 2 A Yes.
10:54:21 3 Q Okay. While -- I saw some records that
10:54:25 4 Rodgers Townsend used to keep billing records for
10:54:28 5 paralegal time associated with filing liens.
10:54:30 6 A Okay.
10:54:31 7 Q Did you ever do any time records or keep up
10:54:35 8 with time records for time you spent?
10:54:37 9 A No, I did not.
10:54:39 10 Q Have you ever seen any billing records for
10:54:41 11 Rodgers Townsend related to time kept by that law firm
10:54:48 12 in HOA collection or lien matters?
10:54:53 13 A What do you mean by that?
10:54:54 14 Q Sure. You understand law firms generate
10:54:58 15 billing records to provide to their clients to support
10:55:00 16 the charges that they are -- claim their client owes
10:55:05 17 them from time spent working on a case?
10:55:08 18 A Right. I didn't handle that part.
10:55:10 19 Q Okay. At the firm you work for now, do you
10:55:13 20 all generate billing --
10:55:14 21 A Yeah.
10:55:14 22 Q -- records?
10:55:15 23 A Yes, we do.
10:55:16 24 Q Is there any administrative burden to
10:55:18 25 generating billing records like that, or is that just

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10:55:20 1 part of the way you all practice law?
10:55:21 2 A Do what now? I'm trying to understand the
10:55:23 3 question.
10:55:24 4 Q No problem.
10:55:24 5 Your law firm, to the ex- -- when they
10:55:28 6 represent certain -- some clients -- and I'm not asking
10:55:31 7 which ones -- as part of you all's firm practice will
10:55:34 8 generate a billing record --
10:55:36 9 A Yup.
10:55:37 10 Q -- for the time spent by the paralegal or
10:55:39 11 lawyer working --
10:55:40 12 A Yup.
10:55:40 13 Q -- on the particular file; right?
10:55:41 14 A Yup.
10:55:42 15 Q And your law firm is set up to handle that as
10:55:45 16 part of its --
10:55:47 17 A Correct.
10:55:47 18 Q -- operations; right?
10:55:48 19 There's no administrative burden to doing
10:55:51 20 that. That's just what you all's law firm does, right,
10:55:53 21 for those clients?
10:55:53 22 A We do that, yes.
10:55:54 23 Q Okay. And --
10:55:56 24 A I'm not -- I don't understand the "burden"
10:55:57 25 part, but we do that.

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10:55:58 1 Q Okay. And you do that because the clients --
10:56:01 2 that -- that's how you all get paid. You are billing
10:56:04 3 with -- those clients by the hour for --
10:56:07 4 A Right.
10:56:06 5 Q -- work done.
10:56:07 6 A Yeah. For their --
10:56:08 7 Q And the billing records are designed to show
10:56:11 8 the clients who is doing which work for what amount of
10:56:15 9 time.
10:56:16 10 A Right. Exactly.
10:56:18 11 Q Okay. And those bills are then sent to the
10:56:20 12 client for the client to look at and then determine --
10:56:25 13 A Right. If they are going -- right.
10:56:27 14 Q -- to pay their money.
10:56:27 15 A Yeah. Exactly. Yes.
10:56:28 16 Q And -- and I'm not asking you what the rate
10:56:31 17 is, but I assume some lawyers in the firm have certain
10:56:35 18 hourly rates and certain -- and other -- is that right?
10:56:37 19 A Yeah.
10:56:38 20 Q And paralegals --
10:56:40 21 A Right.
10:56:40 22 Q -- are set up the same way?
10:56:41 23 A Exactly.
10:56:47 24 Q While working for Rodgers Townsend, did you
10:56:51 25 ever see or hear about any HOA proposals made in which

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10:57:00 1 the homeowner association was told that should the law
10:57:03 2 firm not collect money from the homeowner, then the
10:57:06 3 homeowner association would not owe any attorney's
10:57:10 4 fees?
10:57:12 5 A I don't recall.
10:57:13 6 Q Okay. I'll give you an example of a fee
10:57:18 7 proposal. All right. Well, I'll -- if you don't
10:57:20 8 recall, you don't recall.
10:57:21 9 Do you remember when you came -- when you
10:57:23 10 started working at McCabe Trotter, whether or not you
10:57:27 11 had seen any HOA fee proposals?
10:57:29 12 And I'll show you --
10:57:32 13 A No. I --
10:57:32 14 Q Let me just -- well, you say you don't -- let
10:57:34 15 me just show you one before I mark it.
10:57:36 16 This is -- previously been marked as an
10:57:38 17 exhibit to Stephanie Trotter's deposition -- No. 7.
10:57:41 18 This is an example of a fee proposal.
10:57:44 19 A I had no part of this.
10:57:45 20 Q All right. Having no part of this is
10:57:47 21 slightly different.
10:57:48 22 What I'm asking you is you see the second
10:57:50 23 paragraph, where it says -- the last sentence: "No fee
10:57:55 24 will be charged to the HOA" -- being homeowner
10:58:00 25 association -- "if McCabe, Trotter & Beverly, P.C., is

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10:58:03 1 unsuccessful in collecting"?
10:58:04 2 Do you see that?
10:58:05 3 A "No fee will be charged" --
10:58:05 4 MR. COUNTRYMAN: I'm going to have to talk
10:58:06 5 to her about this. I don't think this was properly
10:58:08 6 identified under 30(j)(8).
10:58:10 7 MR. KAHN: I'm just asking if --
10:58:11 8 BY MR. KAHN:
10:58:11 9 Q Did you see that sentence?
10:58:12 10 MR. COUNTRYMAN: And I'm going to tell her
10:58:13 11 not to answer that before we discuss it.
10:58:15 12 BY MR. KAHN:
10:58:15 13 Q Do you see that sentence?
10:58:17 14 MR. COUNTRYMAN: So don't answer that.
10:58:18 15 MR. KAHN: All right. I --
10:58:18 16 MR. COUNTRYMAN: Come with me. We're going
10:58:19 17 to chat about it.
10:58:21 18 MR. KAHN: I don't understand the basis of
10:58:21 19 your objection. These -- this document has been
10:58:22 20 previously produced; right?
10:58:24 21 MR. COUNTRYMAN: Yup.
10:58:25 22 MR. KAHN: All right. And you think the
10:58:25 23 rules allow you to talk with a witness about a document
10:58:29 24 that has been previously produced or identified?
10:58:31 25 MR. COUNTRYMAN: Yes.

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10:58:32 1 MR. KAHN: All right. I disagree, and I
10:58:33 2 think you're not allowed to talk with her, but --
10:58:35 3 MR. COUNTRYMAN: Okay. Fair enough.
10:58:36 4 Come with me.
10:58:37 5 VIDEOGRAPHER: We will now go off the record.
10:58:37 6 The time is approximately 10:59 a.m.
10:58:40 7 (The deposition recessed briefly.)
11:01:39 8 VIDEOGRAPHER: We are now back on the record.
11:01:40 9 The time is approximately 11:02 a.m.
11:01:42 10 BY MR. KAHN:
11:01:42 11 Q All right. I want to -- the document that
11:01:45 12 you walked out of the -- you walked out of the room
11:01:46 13 with that document; right?
11:01:48 14 A Right.
11:01:48 15 Q And had a discussion with Mr. Countryman?
11:01:52 16 A Yup.
11:01:52 17 MR. KAHN: I just -- I want to mark it as
11:01:53 18 Plaintiff's Exhibit No. 1. Let me just --
11:01:56 19 (HOA FEE PROPOSAL MARKED PLAINTIFF'S EXHIBIT
11:01:56 20 NO. 1 FOR I.D.)
11:01:56 21 BY MR. KAHN:
11:01:56 22 Q And what -- what did you all talk about?
11:01:58 23 MR. COUNTRYMAN: Don't answer that question.
11:01:59 24 That's --
11:01:59 25 A (Continuing) It's client privileged.

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11:02:01 1 MR. COUNTRYMAN: -- privileged.
11:02:01 2 THE WITNESS: Right?
11:02:01 3 MR. COUNTRYMAN: I'm telling you not to
11:02:02 4 answer it because it's attorney-client privileged.
11:02:03 5 THE WITNESS: Right.
11:02:03 6 MR. COUNTRYMAN: The document was not
11:02:04 7 properly identified under Rule 30(j)(8), two days or
11:02:08 8 more ahead of the deposition.
11:02:10 9 And, Justin, we've talked about this issue at
11:02:12 10 length. I sent you multiple letters on the issue.
11:02:15 11 Providing a 67-page spreadsheet identifying probably a
11:02:18 12 100,000 documents, in my view, does not sufficiently
11:02:22 13 identify this document under 30(j)(8).
11:02:24 14 MR. KAHN: I understand that we disagree
11:02:26 15 about that. I -- this document was produced and
11:02:28 16 identified way before two days ago. And under the
11:02:32 17 rules, you're not allowed to talk with the
11:02:34 18 witness is --
11:02:35 19 MR. COUNTRYMAN: When was it identified more
11:02:36 20 than two days ago?
11:02:37 21 MR. KAHN: -- is my position. And I
11:02:38 22 understand you disagree, and we're just going to move
11:02:39 23 forward and let a judge deal with your conduct.
11:02:42 24 BY MR. KAHN:
11:02:42 25 Q When did -- what kind of retainer did you

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11:02:44 1 give Mr. Countryman? Did you pay him a retainer?
11:02:47 2 A No.
11:02:48 3 Q Have you signed any kind of legal retainer
11:02:50 4 agreement with him?
11:02:50 5 A No.
11:02:51 6 Q Have you hired him to be your lawyer?
11:02:55 7 A No.
11:02:56 8 Q Okay. So tell me what you all discussed.
11:02:58 9 MR. COUNTRYMAN: Don't answer that. I am
11:03:00 10 your lawyer.
11:03:01 11 MR. KAHN: All right. Well, we'll have a
11:03:03 12 judge deal with that later.
11:03:04 13 MR. COUNTRYMAN: Okay.
11:03:05 14 BY MR. KAHN:
11:03:05 15 Q Now that you've seen Plaintiff's Exhibit
11:03:06 16 No. 1, you see the second paragraph, where it states
11:03:12 17 "No fee will" -- the last sentence, where it states "No
11:03:15 18 fee will be charged to the HOA if McCabe, Trotter &
11:03:18 19 Beverly, P.C., is unsuccessful in collecting"?
11:03:22 20 Do you see that?
11:03:22 21 A Uh-huh. Yeah, I see it.
11:03:23 22 Q All right. Have you seen language like this
11:03:27 23 before in any of the documents that you had access to
11:03:32 24 while working for either Rodgers Townsend or McCabe
11:03:38 25 Trotter?

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11:03:38 A Not that I -- I can recall.

11:03:41 Q Okay. Do you know of any situation in which McCabe Trotter would move forward with -- or would get a -- would send a bill to the homeowner association for 50 or $65 to move forward with the collection matter, and if they end up not getting paid attorney's fees, they sent a bill to the homeowner association for that collection matter?

11:04:07 A I don't know.

11:04:09 Q Okay. You don't know of any such thing; right?

11:04:11 A Right. I mean --

11:04:12 Q All right. How long did you work for McCabe Trotter approximately? Just approximately.

11:04:16 You said -- I think you said you left 2016, the state?

11:04:19 A Yeah. It was probably about five years.

11:04:21 Q Okay.

11:04:21 A I work -- yeah.

11:04:21 Q All right.

11:04:22 A A good time.

11:04:22 Q Sure.

11:04:23 A Yeah.

11:04:26 Q The -- I think we were talking about your work at Rodgers Townsend. While you were at Rodgers

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11:04:36 1 Townsend, was there any training provided to you about
11:04:40 2 the Fair Debt Collection Practices Act?
11:04:40 3 A Yes.
11:04:41 4 Q And did -- how often did -- was there
11:04:46 5 training with -- at Rodgers Townsend?
11:04:50 6 A I don't recall how often.
11:04:51 7 Q Okay. That's all right.
11:04:53 8 At any time in this deposition, if you don't
11:04:55 9 recall something, just let me know.
11:04:57 10 A Yeah. I just --
11:04:58 11 Q If later on in the deposition you remember,
11:05:00 12 would you let me know?
11:05:01 13 A Yeah.
11:05:01 14 Q Okay. As -- do you know -- when there was
11:05:08 15 training at Rodgers Townsend, would they have handouts
11:05:11 16 for you?
11:05:12 17 A Yes.
11:05:13 18 Q Did -- was there any kind of either oral or
11:05:16 19 written testing on the materials from time to time?
11:05:20 20 A Not that I -- I can recall.
11:05:24 21 Q Okay.
11:05:24 22 A Pretty much, she made sure that we -- we
11:05:28 23 knew --
11:05:28 24 Q "She" being who?
11:05:29 25 A Stephanie.

11:05:30 1 Q Okay. So while you were at Rodgers Townsend,
11:05:33 2 Stephanie Trotter provided you with training on the
11:05:37 3 Fair Debt Collection Practices Act?
11:05:37 4 A Yes. I think it was her, yes.
11:05:39 5 Q Okay. Again, if -- if later on in the
11:05:42 6 deposition you remember it was somebody else, just let
11:05:45 7 us know.
11:05:45 8 Okay? Is that all right?
11:05:46 9 A Right. I'm pretty sure it was her, but...
11:05:50 10 Q Okay. Do you know -- did you all have it
11:05:53 11 annually or more than that? Do you remember?
11:06:00 12 A I don't remember.
11:06:00 13 Q All right. Did you learn as part of that
11:06:04 14 training that the -- as a debt collector you or the law
11:06:14 15 firm or the debt collector cannot lie or even little
11:06:19 16 white lies?
11:06:20 17 A Right.
11:06:20 18 Q And you agreed that it would be false or
11:06:24 19 misleading under the Fair Debt Collection Practices Act
11:06:26 20 to state incorrect balances as being owed?
11:06:30 21 A Right.
11:06:32 22 Q And you agree that adding charges not
11:06:34 23 authorized by the covenants or CCRs would also be false
11:06:38 24 or misleading under the Fair Debt Collection Practices
11:06:41 25 Act?

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11:06:41 A Okay.
11:06:42 Q Do you agree with that?
11:06:43 A I think so.
11:06:44 Q Did you learn that over the years while
11:06:46 working with Stephanie?
11:06:48 A Yes.
11:06:48 Q Okay. Did you ever have anybody question
11:06:57 whether or not the letters being sent to the homeowners
11:07:04 contained any false or misleading information?
11:07:07 A As to who's asking?
11:07:10 Q Well, either the homeowner or maybe a lawyer
11:07:12 representing the homeowner.
11:07:13 A Asking them what now?
11:07:15 Q Asking you or the law firm whether or not the
11:07:19 information contained within the letter was false or
11:07:21 misleading.
11:07:23 A Not that I'm aware of.
11:07:24 Q All right. Again, if you don't know, you
11:07:28 don't know; or you don't remember, that's fine. And,
11:07:30 again, if you remember later on, just let us know.
11:07:33 The -- can you tell me generally about the
11:07:38 process you were involved with at Rodgers Townsend as
11:07:41 part of the -- or the homeowner's association
11:07:46 collection matters. Generally, what was the process?
11:07:50 A The process. From what I recall, we would

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11:07:57 1 get an email from the management company --
11:08:01 2 Q Okay.
11:08:01 3 A -- the homeowner association. And we would
11:08:07 4 get itemized statements, and we would print those off,
11:08:14 5 and then we'd pull property cards on them, and then we
11:08:20 6 would check the foreclosure -- no, no.
11:08:24 7 Do you mind if I have a piece -- piece of
11:08:25 8 paper to write down --
11:08:26 9 Q Oh, actually -- and here's a note card, if
11:08:26 10 that helps, or I can give you a big -- bigger piece of
11:08:30 11 paper, if you'd like.
11:08:30 12 A I forget. There was like a process.
11:08:32 13 Q No problem. I'll rip you out a -- I'll tear
11:08:33 14 you -- tear you out a piece of paper. You can use
11:08:35 15 either the big or small one, and I'll give you a pen,
11:08:37 16 if that helps. Here ya go.
11:08:40 17 A Want me to write on there?
11:08:41 18 Q Sure. Absolutely.
11:08:42 19 A You've probably seen it.
11:08:44 20 Property card. The mortgage foreclosure
11:08:48 21 check -- no. It was probably -- I think it was
11:08:50 22 conflict check.
11:08:53 23 Anyway, I know -- I know we did the conflict
11:08:54 24 check.
11:08:54 25 Q Okay.

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11:08:57 1 A So long ago. Property card. Conflict check.
11:09:00 2 Q That's all right. And what my --
11:09:00 3 A Mortgage foreclosure.
11:09:01 4 You know, all that -- those steps.
11:09:03 5 Q Well, let me outline some steps for you, and
11:09:06 6 then you see if that rings a bell.
11:09:08 7 A Okay.
11:09:08 8 Q If that helps.
11:09:09 9 What I understood is an email comes in from
11:09:13 10 the homeowner association --
11:09:13 11 A Right.
11:09:14 12 Q -- requesting that a lien -- a notice of
11:09:16 13 lien be filed --
11:09:17 14 A Uh-huh.
11:09:17 15 Q -- and there was a current statement of the
11:09:19 16 homeowner with that?
11:09:20 17 A Right.
11:09:23 18 Q That information comes to a member of what
11:09:27 19 I'll call "The Lien Team" -- or what I have since
11:09:29 20 learned "The Lien Girls."
11:09:31 21 Is that right? Or is that what it's called?
11:09:33 22 I can't remember.
11:09:34 23 A I don't -- I mean, we were the lien -- lien
11:09:38 24 team, I guess.
11:09:39 25 Q That was -- that was --

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11:09:39 1 A Lien team, I think, yeah.
11:09:40 2 Q All right. That was the staff, that wasn't
11:09:41 3 the attorney that the email would come into; right?
11:09:43 4 A Right.
11:09:44 5 Q All right. So basically an email comes in to
11:09:47 6 a specifically designated email --
11:09:49 7 A Yep.
11:09:50 8 Q -- within the law firm --
11:09:51 9 A Yep.
11:09:51 10 Q -- that was related to filing notice of
11:09:55 11 liens --
11:09:56 12 A Right.
11:09:56 13 Q -- to start the process for the homeowner's
11:09:58 14 association?
11:09:58 15 A Exactly.
11:09:59 16 Q So that email comes in from the homeowner
11:10:02 17 association to the lien team with the current statement
11:10:05 18 of the homeowner?
11:10:06 19 A Right.
11:10:06 20 Q And that current statement of the homeowner
11:10:08 21 is a statement of the account of the homeowner
11:10:12 22 association?
11:10:12 23 A That's correct.
11:10:13 24 Q All right. The attorneys were not involved
11:10:15 25 with that process; right? The email coming in and --

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11:10:18 1 A The email coming in, no.
11:10:20 2 Q Correct.
11:10:20 3 Am I right? The -- the attorney wasn't
11:10:21 4 involved with getting that email; right?
11:10:23 5 A No.
11:10:23 6 Q Is that right?
11:10:24 7 A Right.
11:10:25 8 Q All right. And the staff would then open up
11:10:28 9 that email?
11:10:29 10 A Right. Open it up, yup.
11:10:31 11 Q And then would they print the homeowner
11:10:35 12 association statement or not?
11:10:36 13 A Yes.
11:10:39 14 Q Okay. What I then understand is sort of the
11:10:41 15 nexus -- to me that's what I'll call "the email step."
11:10:44 16 A Okay.
11:10:45 17 Q The next step, I understood, would be that a
11:10:46 18 member of the lien team, the staff, would then enter
11:10:49 19 that information into the collection software.
11:10:55 20 A Uh-huh.
11:10:55 21 Q Is that right?
11:10:55 22 A Right. Yeah. That's where we did all of our
11:10:58 23 checks --
11:10:58 24 Q Okay.
11:10:59 25 A -- on it.

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11:10:59 1 Q Well, then, walk me through what those checks
11:11:00 2 are so I'm making sure that --
11:11:01 3 A The property card, we'd make sure that the --
11:11:05 4 the property matched where we were placing the lien.
11:11:14 5 Q All right. Is what you're describing the
11:11:15 6 same process that took place at Rodgers Townsend as
11:11:18 7 what took place --
11:11:18 8 A Yes.
11:11:18 9 Q -- at McCabe Trotter?
11:11:20 10 A Yeah.
11:11:20 11 Q All right. So when we're talking about this
11:11:22 12 process, it was the same process at both firms?
11:11:26 13 A Yes.
11:11:26 14 Q All right. So when you say "the property
11:11:28 15 card," can you describe to me what you mean by that?
11:11:31 16 A When you go into the -- into the --
11:11:34 17 Q Is that online?
11:11:35 18 A Yeah, it's online.
11:11:35 19 Q Okay.
11:11:36 20 A And just pull the property card, like --
11:11:38 21 Q So, like, the county tax records?
11:11:40 22 A Right.
11:11:40 23 Q All right. And is that information
11:11:44 24 associated with who owns the property?
11:11:46 25 A Right.

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11:11:46 1 Q All right. That's just something you go onto
11:11:48 2 a public web page to access that?
11:11:51 3 A Right.
11:11:51 4 Q All right. And what would you do with that
11:11:53 5 property-card information or property card?
11:11:55 6 A You'd print it off and put it on top of the
11:11:58 7 statement.
11:11:58 8 Q Okay. All right. Now, what else would you
11:12:04 9 all do before -- at what point in time -- at a point in
11:12:08 10 time, the information is going to be entered into the
11:12:10 11 collection software?
11:12:11 12 A Right. Before that, but...
11:12:11 13 Q Right. Before you enter the information into
11:12:13 14 the software, tell me what --
11:12:15 15 A We'd have to do a mortgage-foreclosure check
11:12:18 16 and then, of course, a conflict check.
11:12:23 17 Q All right. By "mortgage-foreclosure
11:12:25 18 check" that --
11:12:26 19 A Making sure that it wasn't in foreclosure --
11:12:28 20 Q Okay. And --
11:12:28 21 A -- before we placed the lien on it.
11:12:30 22 Q And that would be the same kind of thing
11:12:31 23 where one of the paralegals or lien-team members would
11:12:35 24 log into the county web page, the court website, and
11:12:38 25 see whether or not --

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11:12:41 1 A Right.
11:12:41 2 Q -- the property was in foreclosure?
11:12:42 3 A Right.
11:12:42 4 Q All right. Did you all print that out or no?
11:12:43 5 A No. There's -- there was no need.
11:12:47 6 Q Okay. And you said you would do a conflict
11:12:48 7 check.
11:12:49 8 A Uh-huh. Within the law firm.
11:12:50 9 Q And what does that involve?
11:12:51 10 A You know what a -- a conflict check is;
11:12:53 11 right?
11:12:53 12 Q I do. I just want -- for whoever may be
11:12:55 13 reading this or watching it later on, I just would like
11:12:58 14 you to explain that. That's all.
11:13:01 15 Well, it -- I'll help you, and you tell me if
11:13:03 16 I'm right. That helps.
11:13:04 17 A "conflict check" is a -- when a law firm
11:13:06 18 would run through its client files to see whether or
11:13:11 19 not the person who is about to be sued or who may -- is
11:13:15 20 being requested to be sued or have action taken against
11:13:17 21 them is already somebody that the law firm represents
11:13:20 22 or has a --
11:13:22 23 A Right. Because it would be a conflict --
11:13:24 24 Q Okay.
11:13:24 25 A -- if we're representing -- right.

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11:13:24 1 Q I just want to make sure we're on the same
11:13:26 2 page about that.
11:13:27 3 A Yes.
11:13:27 4 Q Okay. All right. So as part of the process,
11:13:30 5 the staff -- and I'm making a distinction between the
11:13:34 6 staff and attorneys. Do you understand that? When I
11:13:35 7 say "staff," I'm referring to nonattorney.
11:13:37 8 A Okay.
11:13:37 9 Q Is that okay?
11:13:38 10 A Yeah.
11:13:38 11 Q So, so far, everything you've described has
11:13:43 12 been done by a nonattorney?
11:13:44 13 A Uh-huh.
11:13:45 14 Q Is that right?
11:13:45 15 A Right.
11:13:45 16 Q Also, I know it's comfortable, but it'll help
11:13:48 17 the court reporter if you move your hand from your
11:13:48 18 mouth and --
11:13:48 19 A All right.
11:13:49 20 Q I know it's comfortable. So...
11:13:51 21 A I'm going to be comfortable; so yeah.
11:13:53 22 Q No problem. I just was trying to prevent --
11:13:56 23 A I know.
11:13:57 24 Q All right. So it sounds like as part of the
11:13:59 25 process, you get the email in; print the current

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11:14:04 1 homeowner association account statement of the
11:14:05 2 homeowner. You then go to a county website to look at
11:14:10 3 the property card --
11:14:11 4 A Uh-huh.
11:14:11 5 Q -- to verify that the property's currently
11:14:13 6 owned by the person identified in the homeowner
11:14:17 7 association account statement.
11:14:18 8 A Okay.
11:14:19 9 Q Is that right?
11:14:19 10 A Yes.
11:14:19 11 Q All right. Then you would look to see
11:14:23 12 whether or not the property was in foreclosure on a
11:14:28 13 county court website?
11:14:29 14 A Right.
11:14:30 15 Q Then you all would run a conflict check?
11:14:32 16 A Yup. To see if we could proceed or not.
11:14:34 17 Q Okay. Was there ever a situation in which
11:14:35 18 there was a conflict?
11:14:38 19 A Yes.
11:14:39 20 Q Okay. And how did you all handle that?
11:14:40 21 A We told the client that there was a conflict
11:14:42 22 and we weren't open -- weren't able to open the file.
11:14:45 23 Q All right. And the client would be the
11:14:46 24 homeowner association?
11:14:48 25 A Yes.

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11:14:49 1 Q All right. And that happened from time to
11:14:51 2 time?
11:14:51 3 A Yeah, it did.
11:14:52 4 Q Okay. Following, now, what I'll call "the
11:14:58 5 email step" --
11:14:59 6 A Uh-huh.
11:14:59 7 Q -- receiving the email, and now printing out
11:15:01 8 information, which would be the property card and the
11:15:04 9 current account statement, would you or another member
11:15:08 10 of the staff then -- assuming there was no conflict,
11:15:12 11 then open up the collection software and begin creating
11:15:15 12 the file for that particular matter?
11:15:17 13 A We'd enter in the information, yes.
11:15:19 14 Q Okay. When you say "enter in the
11:15:20 15 information," can you help me what -- understand what
11:15:22 16 that is in general terms?
11:15:24 17 A You would put in the information that was
11:15:27 18 required.
11:15:27 19 Q Okay.
11:15:28 20 A By the system.
11:15:29 21 Q All right. And you all had collection
11:15:34 22 software that would sort of prompt you for information
11:15:38 23 to open up the file, which included things like the
11:15:41 24 name of the people, their addresses, the property --
11:15:45 25 A Right.

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11:15:45 1 Q -- location?
11:15:45 2 A Right.
11:15:47 3 Q All right. And as part of the software
11:15:48 4 package you would then enter each -- I'll call it "line
11:15:58 5 item" in the homeowner association account statement of
11:16:01 6 the homeowner?
11:16:02 7 A Yeah.
11:16:02 8 Q And you would sort of code each item?
11:16:06 9 A Of what it was.
11:16:07 10 Q Okay. So, for example, if there was a line
11:16:08 11 item for "Assessment," you would tell the software that
11:16:12 12 that number you were entering was related to an
11:16:15 13 assessment?
11:16:16 14 A Right.
11:16:16 15 Q If there was a fine or other penalty, you
11:16:23 16 would code it like that when you enter that number?
11:16:26 17 A Right.
11:16:27 18 Q And the net result of that would be, after
11:16:30 19 entering all of those numbers into the computer system,
11:16:33 20 you all could then generate a form letter and notice of
11:16:38 21 lien to go to filing and to the homeowner; right?
11:16:42 22 A Right.
11:16:43 23 Q Okay. This is the typical process that you
11:16:45 24 all used for all these years?
11:16:47 25 A Yeah. That we used, yes.

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11:16:51 1 Q Okay. When the information was entered -- or
11:16:59 2 after it was entered, you would then print out
11:17:03 3 something to be sent to the -- what we call the "RMC's
11:17:09 4 office" or the county entity for filing of the notice
11:17:15 5 of lien?
11:17:16 6 A Okay.
11:17:16 7 Q Well, I'm asking you: Is that right?
11:17:17 8 A Yeah. We would print off the lien.
11:17:19 9 Q Okay. The notice of lien?
11:17:21 10 A Yeah.
11:17:21 11 Q All right. And what else would you print
11:17:24 12 out or, if anything, at that time? Or was it just the
11:17:27 13 notice of lien?
11:17:27 14 A Oh, we definitely print off the demand
11:17:29 15 letter --
11:17:29 16 Q Okay.
11:17:30 17 A -- with the lien.
11:17:31 18 Q All right. And did -- that process, from
11:17:37 19 what I understood from other witnesses, typically took,
11:17:39 20 like, 5 to 10 minutes for these -- this process to
11:17:42 21 take, to get the information entered and start the
11:17:44 22 printing? Is that about right?
11:17:45 23 MR. COUNTRYMAN: Object to the form.
11:17:47 24 BY MR. KAHN:
11:17:47 25 Q Under the rules, you answer subject to that.

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11:17:52 1 Typically --
11:17:53 2 A Depends --
11:17:53 3 Q Sure. I understand --
11:17:55 4 A Depend --
11:17:55 5 Q -- it depends --
11:17:55 6 A The balance. It depends.
11:17:57 7 Q Okay.
11:17:57 8 A You know, not everything's the same.
11:17:59 9 Q Okay.
11:18:00 10 A So...
11:18:00 11 Q Typically, was it 5 or 10 minutes or so?
11:18:02 12 A Typically?
11:18:04 13 Q Uh-huh.
11:18:04 14 A Depending on the -- on the -- on the
11:18:06 15 paperwork that I have in front of me. Most of the --
11:18:10 16 depending on the client.
11:18:12 17 Q Okay.
11:18:13 18 A Yeah.
11:18:13 19 Q Well, "Most of the time" was about how long
11:18:16 20 approximately?
11:18:21 21 A An easy file?
11:18:22 22 Q Yes.
11:18:24 23 A Maybe 5, 10 minutes.
11:18:25 24 Q Okay.
11:18:27 25 A Approximately. Yeah.

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11:18:27 Q Thank you.

11:18:27 So it would be .1 or .2 hours under your -- well, do you do any billing here at this law firm?

11:18:36 A No, I don't.

11:18:36 Q Okay. All right. All right.

11:18:38 A I -- nope.

11:18:39 Q All right. So do you understand what I --

11:18:41 A Oh, yeah, I understand.

11:18:42 Q -- mean when I say ".1 and .2"?

11:18:43 MR. COUNTRYMAN: Make sure you let him finish his question.

11:18:45 THE WITNESS: Okay.

11:18:45 MR. KAHN: It's no problem.

11:18:45 BY MR. KAHN:

11:18:46 Q All right. Plus it helps the court reporter if we're not both talking at the same time.

11:18:47 When I use the term ".1 or .2," do you understand that to mean an increment of time used by lawyers and others, related to the time they're billing for their services?

11:18:49 11:18:52 11:18:56 11:19:00

11:19:01 A Right.

11:19:02 Q So ".1" would be about 6 minutes?

11:19:04 A Okay.

11:19:05 Q Is that what you understand?

11:19:08 A If that's how you do your billing.

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11:19:09 1 Q Well, let's say there's 60 minutes in an
11:19:11 2 hour. A 10th of an hour would be six minutes.
11:19:14 3 A Right. Okay.
11:19:14 4 Q So it'd be .1. That's how I got there.
11:19:16 5 A Yes.
11:19:16 6 Q So .2 would be about -- would be 12 minutes.
11:19:18 7 That's how I'm adding --
11:19:19 8 A Right.
11:19:20 9 Q So that's why I was saying to you the time
11:19:22 10 spent would be about a .1 or a .2?
11:19:24 11 A Okay.
11:19:25 12 Q Does that sound right?
11:19:26 13 A Yup. Yup.
11:19:28 14 Q All right. After that information was
11:19:29 15 printed, I understood that you would go into some sort
11:19:35 16 of box or file something.
11:19:39 17 Can you describe that for me, please.
11:19:40 18 A The box?
11:19:41 19 Q Sure. Well, what is the box?
11:19:42 20 A The --
11:19:42 21 Q Is it like a bank --
11:19:42 22 A The lien box.
11:19:45 23 Q All right.
11:19:45 24 A Yeah. We just call it "the lien box."
11:19:46 25 That's what I called it.

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11:19:48 1 Q All right. That's l-i-e-n?
11:19:49 2 A Yeah.
11:19:50 3 Q All right. And would -- in terms of the
11:19:53 4 people involved in the process of printing this
11:19:55 5 information, typically there was two lien people doing
11:19:59 6 this at a time?
11:20:00 7 A Yeah.
11:20:01 8 Q All right. And so you and the other person
11:20:05 9 would be opening up these emails, doing the checks, as
11:20:10 10 you've meanted (sic) -- mentioned, and then printing
11:20:12 11 the documents to put into the lien box?
11:20:14 12 A Correct.
11:20:17 13 Q About on a -- I understand there's also a
11:20:20 14 busy season or a busier time of year than others --
11:20:23 15 A Okay.
11:20:23 16 Q -- which runs for, like -- I thought I
11:20:26 17 interpreted testimony -- you tell me -- March or so to
11:20:28 18 July. Is that roughly it or --
11:20:33 19 A It's usually like -- from what I remember
11:20:34 20 it's, like, three months or so.
11:20:37 21 Q Okay. All right. During the -- that busy
11:20:38 22 time, whatever it is, approximately how many of these
11:20:43 23 sort of "lien packages," I'll call them, would you all
11:20:46 24 print a day between the two of you all? Approximately?
11:20:51 25 Could it be as much as over a hundred?

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11:20:54 1 A I don't recall. I mean, I don't know.
11:20:57 2 Q Okay. Well, how big could the stack be? I
11:21:01 3 mean, like, 12 inches?
11:21:03 4 A Yes.
11:21:03 5 Q Would it fill up the box?
11:21:04 6 A Yes.
11:21:04 7 Q All right. So is this like a bankers-box
11:21:07 8 kind of thing?
11:21:07 9 A No.
11:21:08 10 Q Okay.
11:21:09 11 A You talking about a bankers box? That's a --
11:21:10 12 no. Bankers box is big. It's just --
11:21:13 13 Q Okay.
11:21:13 14 A These are not bankers boxes.
11:21:14 15 Q Okay. Well, about -- you were holding up
11:21:15 16 your hands. About how --
11:21:17 17 A Well --
11:21:17 18 Q How --
11:21:17 19 A I mean, if I had one --
11:21:17 20 Q Okay.
11:21:19 21 A -- it'd probably -- around about like -- I
11:21:21 22 don't know.
11:21:21 23 Q Okay. All right. Well, there's a piece
11:21:23 24 of -- well, there's a white piece of paper to the left
11:21:25 25 of you that's 8 1/2 by 11.

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11:21:27 1 A Yeah.
11:21:28 2 Q All right. So about how tall --
11:21:30 3 A Oh, God.
11:21:31 4 Q -- if you stood that piece of paper up, about
11:21:33 5 how full would it be? Could it be that --
11:21:35 6 A It's -- I don't remember it being that high.
11:21:38 7 Q Okay. The height you are holding up would be
11:21:39 8 the side, which would be about 8 1/2 inches.
11:21:44 9 A Right.
11:21:44 10 Q Okay. So it could be as high as about 8 1/2
11:21:45 11 inches if it was a busy day? The lien box?
11:21:49 12 A If I had the lien box in front of me, I
11:21:51 13 could --
11:21:51 14 Q Okay.
11:21:51 15 A -- I could tell you.
11:21:53 16 Q All right. Would -- would you and the other
11:21:54 17 person put these documents into one lien box, or did
11:21:58 18 you each have your own?
11:21:59 19 A No. It was one lien box.
11:22:00 20 Q All right. I also understood that from time
11:22:03 21 to time you all would be generating complaints.
11:22:06 22 A Yes.
11:22:06 23 Q At the same time?
11:22:09 24 A Yes.
11:22:09 25 Q All right. Was there a separate box for

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11:22:11 1 complaints?
11:22:11 2 A Yes.
11:22:11 3 Q All right. Was it similar to the lien box?
11:22:14 4 A Yes.
11:22:15 5 Q All right. And so from -- typically, on a --
11:22:20 6 any given day, you and the other lien person could be
11:22:24 7 generating these lien packages as well as complaint
11:22:28 8 packages. Right?
11:22:30 9 A At the same time?
11:22:31 10 Q Well, that's what -- I'm asking you. I don't
11:22:33 11 know.
11:22:34 12 A Not necessarily.
11:22:36 13 Q All right. How did that work? Did you all
11:22:37 14 typically have a lien day versus a complaint day, or
11:22:40 15 how did that work?
11:22:41 16 A I had certain days that I did complaints on.
11:22:44 17 Q Okay. And how did that generally work?
11:22:46 18 A And normally it was after the lien season.
11:22:48 19 Q Okay. Oh, "the lien season." Is that what
11:22:51 20 you all called it?
11:22:52 21 A Yeah.
11:22:52 22 Q Okay. All right. So when you use the term
11:22:54 23 "lien season," what do you mean?
11:22:57 24 A What -- what you described earlier.
11:22:58 25 Q Which was?

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11:22:59 1 A Which was those -- the busy months.
11:23:02 2 Q Okay. And by "busy months," those would be
11:23:08 3 the times where homeowner associations were sending
11:23:09 4 bunches of emails to you all's law firm for you all to
11:23:11 5 file these notice of liens?
11:23:13 6 A Right.
11:23:16 7 Q Typically, it looks like -- you tell me if
11:23:18 8 I'm right -- there was a turnaround time of around 48
11:23:20 9 hours from the time you all got the email to the time
11:23:22 10 you all were trying to get the things printed?
11:23:24 11 Does that sound about right?
11:23:26 12 A Yeah. Depending on our workload, yes.
11:23:29 13 Q Okay. But generally you all are trying to
11:23:31 14 get from --
11:23:31 15 A As much out as we could. I mean, yeah.
11:23:34 16 Q Okay. And why were you all trying to get
11:23:36 17 out -- as much out as you could?
11:23:37 18 A Because we were trying to -- because we -- we
11:23:40 19 knew we were going to get more, you know? It's common
11:23:42 20 sense.
11:23:42 21 Q Okay. You just didn't want to get backed up?
11:23:45 22 A Right.
11:23:45 23 Q All right.
11:23:45 24 A Yeah.
11:23:45 25 Q Like, the old "Lucy" TV show, where the

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11:23:48 1 chocolate's coming down, eat faster and faster and you
11:23:52 2 all got to hurry up kind of thing?
11:23:52 3 A Right.
11:23:59 4 Q All right. What would happen after you all
11:24:01 5 printed these documents and put them in the lien or
11:24:03 6 complaint box?
11:24:04 7 A We would give them to Stephanie to sign.
11:24:07 8 Q All right. I understood -- well, were you
11:24:10 9 and the other lien -- the only reason I'm calling it
11:24:14 10 "lien girl" or -- is that's what the testimony was
11:24:16 11 before. What would you prefer I call it?
11:24:18 12 When the person told me they were "the lien
11:24:21 13 girls," I didn't know if it was appropriate for me to
11:24:23 14 call them "the lien girls."
11:24:25 15 What should I call those people?
11:24:26 16 A "Lien" -- "lien girls" is fine.
11:24:27 17 Q All right.
11:24:27 18 A I mean, they -- we -- they were girls. So --
11:24:30 19 Q All right.
11:24:30 20 A You know, ladies or whatever.
11:24:32 21 Q All right.
11:24:32 22 A But it's -- it's whatever.
11:24:33 23 Q "The lien ladies," we'll call them.
11:24:34 24 The -- so were the lien ladies in different
11:24:38 25 offices or the same office?

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11:24:40 A Different offices.

11:24:40 Q All right. Were you all next to each other or not?

11:24:42 A I -- if I remember, at one point we were.

11:24:44 Q Okay.

11:24:49 A And then eventually I was moved to a different office.

11:24:50 Q All right. Same floor? Different floor?

11:24:53 A Oh, same floor. Oh, yeah.

11:24:54 Q All right. And where was Stephanie's office in relationship to you all?

11:24:56 A Relationship to us?

11:24:57 Q Yes.

11:25:00 A Depending on where I was at the time, there was my office -- at the later time. I'll just say the -- the last time that I worked there.

11:25:01 Q Okay.

11:25:04 A There's my office and then another lady's office and then Stephanie's office.

11:25:07 Q All right When you say "there," you're talking about McCabe Trotter?

11:25:12 A Yeah.

11:25:13 Q All right. That's fine.

11:25:16 All right. So what you just described with your hand gestures was there was an office between

11:25:19 11:25:21 11:25:21 11:25:22 11:25:22 11:25:24

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11:25:27 1 yours and Stephanie's office when you were last working
11:25:30 2 with McCabe Trotter?
11:25:31 3 A Yes. Yes.
11:25:34 4 Q How would the lien box get to Stephanie?
11:25:41 5 A We would pick it up and take it to her.
11:25:43 6 Q All right. When you picked up and took it to
11:25:46 7 her, would she always be in the office or would she --
11:25:50 8 could she be out of the office?
11:25:51 9 A She could be out of the office, uh-huh.
11:25:54 10 Q All right. And when that happened, what was
11:25:55 11 the process? Would you all just put it in her office
11:26:00 12 and -- what would happen when she was out of the
11:26:02 13 office?
11:26:02 14 A When she wasn't there?
11:26:04 15 Q Correct.
11:26:05 16 A That was a rarity during lien season.
11:26:09 17 Q Okay.
11:26:11 18 A If that were the case, we would, of course,
11:26:16 19 get another attorney to review them.
11:26:19 20 Q Okay. Now, from time to time, was somebody
11:26:21 21 else in the office authorized to put down Stephanie's
11:26:26 22 signature for her?
11:26:27 23 A No.
11:26:35 24 Q What was the -- what was the timing of this,
11:26:37 25 in terms of the overall, typical, sort of, day? Did

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11:26:42 1 you get to the office around 8:30 or 9:00 in the
11:26:45 2 morning? Or approximately --
11:26:45 3 A It was around 8:00.
11:26:46 4 Q Around 8:00. Okay.
11:26:47 5 And I'm -- there was some testimony about a
11:26:51 6 mail run or something being ready to go out in the mail
11:26:54 7 by 3:00 or so. Does that sound right?
11:26:56 8 A I think so, yeah.
11:26:57 9 Q Okay. All right. So it sounds like you all
11:26:58 10 were trying to get the stuff printed and to Stephanie
11:27:04 11 to be ready to go out by around 3 o'clock in the
11:27:07 12 afternoon?
11:27:07 13 A I think so.
11:27:08 14 Q Okay. And there was like a 3 o'clock mail
11:27:12 15 run or something? Does that sound right?
11:27:14 16 A 3:00 or 4 o'clock?
11:27:15 17 Q I don't know. Well --
11:27:15 18 A I -- I don't know. I mean --
11:27:16 19 Q Or sometime in the middle of the afternoon --
11:27:18 20 A Yeah.
11:27:19 21 Q -- there was a time you all knew you all had
11:27:20 22 to have the stuff printed, signed, stuffed, and ready
11:27:25 23 to go?
11:27:25 24 A Right.
11:27:26 25 Q And that was around 3:00 or 4 o'clock in the

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11:27:28 1 afternoon?
11:27:29 2 A Right.
11:27:29 3 Q And once -- so it sounds like there was
11:27:35 4 around a -- about how much time would there be from the
11:27:39 5 time you all started printing the documents to the time
11:27:42 6 the box was ready to go into Stephanie's office?
11:27:45 7 Would that take four or five hours? How --
11:27:48 8 how long would that take typically? To the best of
11:27:51 9 your memory.
11:27:53 10 A I mean, I have no idea. It depends on how
11:27:55 11 many liens we have.
11:27:56 12 Q Okay. All right. Well, let's say during the
11:27:58 13 busiest time.
11:27:59 14 A I mean, how long it would take?
11:28:04 15 Q What I'm trying to get at is -- or understand
11:28:06 16 is this: As part of the process, would you all print
11:28:10 17 documents until, let's say, like, 2:45 or something to
11:28:13 18 get --
11:28:14 19 A There was no set time.
11:28:16 20 Q Okay. That's what I'm trying to understand.
11:28:18 21 A Okay.
11:28:18 22 Q Like, how -- I'm trying to do this sort of on
11:28:20 23 a typical day, how many documents would you all end up
11:28:23 24 printing before you thought to yourself, we need to get
11:28:26 25 these to Stephanie in order to make the mail run?

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11:28:30 1 Is there -- was there ever a, sort of an
11:28:33 2 amount or time that you needed to do?
11:28:37 3 A I don't recall.
11:28:40 4 Q Okay.
11:28:43 5 A I mean --
11:28:43 6 Q All right. But were you ever in the -- once
11:28:44 7 the box of documents is in Stephanie's office, and she
11:28:47 8 may or may not be there, would you go back to your
11:28:50 9 office to do other work?
11:28:52 10 A Yes.
11:28:52 11 Q All right. And so somebody -- what other
11:28:57 12 work would you do?
11:29:01 13 A Whatever I was needing to do at that time,
11:29:03 14 like --
11:29:03 15 Q Right.
11:29:04 16 A I mean, you want to know what else I did at
11:29:07 17 the firm or --
11:29:08 18 Q Yes, ma'am. Well -- well, the other kinds of
11:29:09 19 things you were doing if -- if the -- if you had
11:29:11 20 finished preparing the documents to go out for the day.
11:29:13 21 A Right. Depending on what day it was --
11:29:17 22 Q And you were waiting for Stephanie to sign
11:29:18 23 the documents, generally what kinds of things would you
11:29:21 24 be doing?
11:29:22 25 A I would most likely check my emails.

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11:29:25 1 Q Okay.
11:29:25 2 A And then just, depending on what day it was,
11:29:31 3 you know, do missed-payment-plan letters and -- and
11:29:33 4 stuff like that. So...
11:29:35 5 Q All right. After Stephanie signed the
11:29:42 6 documents, what would happen?
11:29:46 7 A We would get -- we would -- we would have to
11:29:48 8 sign them.
11:29:49 9 Q Okay.
11:29:50 10 A We would have to notarize them.
11:29:51 11 Q Okay.
11:29:53 12 A And scan them in.
11:29:54 13 Q Okay.
11:29:57 14 A I'm remembering.
11:29:58 15 Q That's all right.
11:29:58 16 A That's good. I'm remembering.
11:30:02 17 Yeah. We'd scan them in, and then we'd mail
11:30:08 18 them.
11:30:08 19 Q And then you'd mail them?
11:30:10 20 A Huh?
11:30:10 21 Q Then you'd mailed them?
11:30:11 22 A Do --
11:30:11 23 Q I just want to make sure I heard you.
11:30:13 24 A Yes.
11:30:13 25 Q You said --

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11:30:13 1 A Yes, we mailed them.
11:30:15 2 Q Okay. Thank you.
11:30:16 3 A Sorry.
11:30:16 4 Q That's all right. I just want to make sure I
11:30:18 5 heard you right.
11:30:20 6 A Yes.
11:30:20 7 Q All right. So when the people were not in
11:30:26 8 the room when Stephanie was signing them, which people
11:30:32 9 in which -- in the office would then witness them or
11:30:35 10 notarize them?
11:30:36 11 A Do what now?
11:30:37 12 Q I'm sorry. It sounded to me like you were
11:30:40 13 describing when -- when you took the materials to
11:30:42 14 Stephanie's office --
11:30:43 15 A Uh-huh.
11:30:43 16 Q -- you would go back to your office and do
11:30:45 17 other work.
11:30:47 18 A Right.
11:30:48 19 Q Stephanie would sign the documents.
11:30:49 20 A Uh-huh.
11:30:50 21 Q Would she then bring that lien box to you, or
11:30:52 22 would you pick it up?
11:30:53 23 A Most likely she'd bring it to us when -- when
11:30:56 24 it's done.
11:30:56 25 Q Okay. And then she would go back to doing

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11:30:58 1 whatever work she had to do?
11:30:59 2 A Yup.
11:30:59 3 Q All right. And then you would take those
11:31:01 4 documents that she had signed?
11:31:02 5 A Uh-huh.
11:31:02 6 Q And who would then witness and notarize them?
11:31:08 7 A I was a notary. So most likely I would have
11:31:11 8 notarized it.
11:31:13 9 Q Okay.
11:31:13 10 A And --
11:31:13 11 Q All right. And then you would get somebody
11:31:14 12 else to witness it?
11:31:16 13 A Yes.
11:31:16 14 Q All right. And that's typically the way you
11:31:18 15 all did that?
11:31:18 16 A Yup.
11:31:19 17 Q All right. Is that the way Stephanie taught
11:31:20 18 you to do it?
11:31:22 19 A Yes.
11:31:22 20 Q All right. The -- are you still a notary?
11:31:24 21 A Not in South Carolina.
11:31:25 22 Q Are you a notary in Georgia?
11:31:27 23 A No. I mean -- oh, my God. See?
11:31:29 24 Q That's all right.
11:31:30 25 A I get my states mixed up.

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11:31:32 1 Q That's all right.
11:31:33 2 A I was a notary in South Carolina.
11:31:34 3 Q Okay.
11:31:34 4 A But now I'm in Georgia, and I'm not a notary
11:31:37 5 here.
11:31:37 6 Q Okay. All right. So a notary is usually
11:31:42 7 around -- you're given that commission for about 10
11:31:46 8 years, I think --
11:31:47 9 A Right.
11:31:47 10 Q -- is the time.
11:31:47 11 A Round about. I mean, I don't remember.
11:31:49 12 So...
11:31:49 13 Q So at one point you were a notary in South
11:31:51 14 Carolina, and that time has lapsed or expired on your
11:31:56 15 notary in South Carolina?
11:31:57 16 A I have no idea if it has, but --
11:31:59 17 Q Oh, okay. All right.
11:31:59 18 A -- it might have.
11:32:00 19 Q I thought you said you were, and that's --
11:32:00 20 A It might be like 2021. I don't know.
11:32:02 21 Q All right.
11:32:02 22 A But anyway...
11:32:02 23 Q All right.
11:32:04 24 A Yeah.
11:32:05 25 Q All right.

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11:32:09 1 A But I don't live there. So I don't know if
11:32:11 2 it goes --
11:32:11 3 Q I understand. No problem.
11:32:13 4 It just -- it sounds to me like, after
11:32:14 5 Stephanie would get -- after you all would get the lien
11:32:18 6 box back, you would sign and notarize it, and then go
11:32:23 7 get another witness to add a signature to those papers.
11:32:26 8 Is that right?
11:32:27 9 A A witness -- is that what you're talking
11:32:28 10 about?
11:32:28 11 Q Yes.
11:32:28 12 A Yeah.
11:32:30 13 Q Okay. And then you all would scan them in,
11:32:32 14 stuff them and mail them out?
11:32:36 15 I'll slow that down. After -- after --
11:32:38 16 A Yes.
11:32:38 17 Q After you notarized them --
11:32:40 18 A She witnessed, notarized, scanned them in,
11:32:42 19 and mailed them out, yes.
11:32:46 20 Q All right. And that's sort of the typical
11:32:48 21 process that we've described, which is -- now, with
11:32:53 22 your -- we'll go back to your list and see if I've
11:32:56 23 covered everything.
11:32:57 24 So basically there's an email part of it, in
11:33:02 25 terms of the steps?

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11:33:02 1 A Right.
11:33:03 2 Q You do the -- you print off the documents, as
11:33:06 3 you've described. You would then enter the
11:33:09 4 information?
11:33:09 5 A Uh-huh.
11:33:09 6 Q Yes?
11:33:10 7 A Yes.
11:33:10 8 Q All right. And that goes into the collection
11:33:12 9 software that's used to send out these form letters and
11:33:14 10 these form documents?
11:33:15 11 A Right.
11:33:17 12 Q All right. You all would then print these
11:33:24 13 documents; put them in the lien box or the complaint
11:33:27 14 box.
11:33:28 15 A Right.
11:33:29 16 Q Then get them to the attorney?
11:33:31 17 A Yup.
11:33:31 18 Q The attorney would then sign the documents?
11:33:34 19 A Uh-huh.
11:33:34 20 Q Yes?
11:33:36 21 A Yes.
11:33:36 22 Q The documents would get back to you all.
11:33:38 23 A Yes.
11:33:38 24 Q You would -- you would sign the document and
11:33:43 25 notarize and then go get a witness. Right?

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11:33:46 A Right.
11:33:46 Q Then you would make copies of -- oh, you would scan in the documents and copy them as necessary?
11:33:55 A Right. That's the other step. Thank you.
11:33:57 Q No problem.
11:33:58 A See? Yeah, scan; then make copies.
11:34:00 Q Okay.
11:34:00 A Yeah.
11:34:00 Q And then stuff them and send them out to the consumer and county for filing?
11:34:05 A Right.
11:34:06 Q All right. Is that the typical sort of steps that you all would do --
11:34:09 A Yes.
11:34:09 Q -- for these homeowner association collection matters?
11:34:16 A Yes.
11:34:16 Q All right. So it sounds like, of all the steps we've described, that the staff is involved with every step of the process except for signing the notice of lien. Is that right?
11:34:28 A From what you described, we were involved in that part, yes.
11:34:31 Q Okay. So the lawyer -- then the only thing the lawyer doing was basically signing the stack of

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documents?

MR. COUNTRYMAN: Object to the form.

A (Continuing) No. The lawyer reviews.

Q Okay. All right. So by the "review," what does the lawyer review?

A The whole lien.

Q Okay.

A The demand letter, everything.

Q Okay. So it's the lawyer's responsibility to review the -- would the lawyer review the property card?

A She would look at the property card, yes.

Q Okay.

A I'll --

Q I'm asking --

A Okay. Yeah. So we've had -- she -- she's very thorough. She would have property card -- she would review everything. She -- we'd have everything -- that paperwork that you referred to --

Q Okay.

A -- it would include that paperwork in -- on top of the lien information -- on the lien -- the demand letter and the lien.

Q Okay.

A So yeah.

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11:35:22 1 Q All right. Let's -- let's clarify what
11:35:23 2 "everything" is so that we under- --
11:35:25 3 A I just did, I thought.
11:35:26 4 Q All right. That's all right. That's just to
11:35:28 5 make sure later on -- some -- I don't know if you've
11:35:30 6 read depositions before or not.
11:35:31 7 A Yeah. That's fine.
11:35:32 8 Q And you understand, sometimes the witnesses
11:35:34 9 will say things. You're like, I don't understand.
11:35:37 10 A Yeah. Oh, yeah.
11:35:37 11 Q So that's -- I just want to make sure we're
11:35:38 12 on the same page.
11:35:39 13 A Yeah.
11:35:39 14 Q All right. So in terms of the materials
11:35:41 15 provided to the lawyer to review --
11:35:42 16 A Uh-huh.
11:35:43 17 Q -- that consisted of the property card?
11:35:45 18 A Property card, yup.
11:35:48 19 Q The mortgage-foreclosure check? Or not?
11:35:53 20 A That's -- that's what we did. We -- we put
11:35:56 21 check marks by it.
11:35:57 22 Q Okay.
11:35:57 23 A And that's how she would know that they were
11:35:59 24 good to go.
11:36:00 25 Q All right. Was there a, like a checklist

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page that would go on top of these things?

A We'd have a stamp, and we'd -- we'd stamp it -- or yeah. There's a stamp that we used.

Q Which did what?

A Like I said, the -- like the property card -- had PC. I'm -- for some reason I'm remembering an "I" on there. I don't -- I don't remember what that was for. But, anyway, it was just our procedures that we did.

Q Okay. Okay.

A It was a stamp, and we -- we pretty much checked off those --

Q Okay.

A -- those things.

Q All right. The information you provide to the attorney as part of the notice of lien --

A Yes.

Q -- there's no deed attached to this; right?

A If there needed to be, there would have been.

Q For a notice of lien?

A Yes.

Q Okay. Because you didn't -- I didn't hear you describing -- you understand having to -- how -- how would you go about getting a deed? Or --

A You would pull it up.

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11:36:51 1 Q -- would that be for the complaint?
11:36:52 2 Would that be for the complaints as opposed
11:36:53 3 to the notice of liens?
11:36:54 4 A No. There were some times where we couldn't
11:36:55 5 find the property card. So we'd have to --
11:36:57 6 Q Ah, okay.
11:36:57 7 A -- pull the deed.
11:36:59 8 Q All right. Most of the time you were not
11:36:59 9 pulling the deed?
11:37:00 10 A Most of the time, depending on the situation
11:37:02 11 of what all it said on there.
11:37:04 12 Q Okay.
11:37:05 13 A What the property card said.
11:37:06 14 Q All right. Typically, you were not pulling a
11:37:10 15 deed. It was --
11:37:11 16 A Typically, no.
11:37:12 17 Q Is that right? Okay.
11:37:12 18 Typically, you were just relying on this
11:37:14 19 property card?
11:37:15 20 A Right.
11:37:15 21 Q All right. So typically the lawyer would not
11:37:17 22 have the deed to look at. They would be looking at the
11:37:19 23 property card?
11:37:20 24 A Right.
11:37:20 25 Q All right. And the other information the

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11:37:23 1 attorney would look at could consist of the property
11:37:26 2 card and the current homeowner account statement?
11:37:30 3 A Right.
11:37:30 4 Q And then the notice of lien and the letter to
11:37:34 5 the consumer?
11:37:35 6 A The demand letter, yes.
11:37:36 7 Q Okay. You call it a "demand letter." Why --
11:37:38 8 why do you call it that?
11:37:39 9 A That's what it's called.
11:37:41 10 Q Okay. As part of that demand letter -- I
11:37:49 11 just want -- we'll talk about this process.
11:37:56 12 Tell me if I'm right -- the terms of the
11:37:59 13 steps, the attorney typically was not opening the
11:38:05 14 email; right?
11:38:06 15 A Right.
11:38:06 16 Q The attorney was typically not printing the
11:38:08 17 statement?
11:38:09 18 A Nope.
11:38:09 19 Q Is that right?
11:38:10 20 A Right.
11:38:10 21 Q The attorney was typically not entering the
11:38:12 22 numbers from the statement into the collection
11:38:14 23 software?
11:38:15 24 A No.
11:38:15 25 Q Is that right?

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11:38:16 1 A That's right. She was not.
11:38:19 2 Q Okay. The attorney did not total the numbers
11:38:22 3 from the statement into the categories to go into the
11:38:25 4 letter; right?
11:38:26 5 A She didn't enter in the information --
11:38:28 6 Q Okay.
11:38:28 7 A -- in the system, no.
11:38:29 8 Q All right. And that system, once the
11:38:30 9 information was entered, would then auto populate or
11:38:34 10 generate these form letters where those numbers were
11:38:39 11 automatically totaled; right?
11:38:40 12 A Right.
11:38:40 13 Q And so the attorney wasn't doing that; right?
11:38:40 14 A Nope. She did not enter that information.
11:38:43 15 Q Okay. And the attorney didn't print the
11:38:45 16 letters; right?
11:38:46 17 A No.
11:38:47 18 Q Am I right?
11:38:48 19 A Right.
11:38:50 20 Q All right. The attorney, it sounds like from
11:38:53 21 your stack, was not provided the covenants for each
11:38:55 22 association; right?
11:38:56 23 A What do you mean?
11:38:58 24 Q The CCRs were not --
11:38:59 25 A The covenants?

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11:39:01 1 Q Right. Those weren't --
11:39:01 2 A They were already provided beforehand.
11:39:03 3 Q Right.
11:39:03 4 A Before we go into -- before we go into
11:39:06 5 opening the file, we have to have the covenants first.
11:39:09 6 Q Sure. It sounds like, from what I
11:39:13 7 understood, that when the law firm takes on a homeowner
11:39:18 8 association as a client, the law firm would obtain the
11:39:23 9 covenants and governing documents.
11:39:25 10 A Yup. We'd have to get the governing
11:39:27 11 documents.
11:39:28 12 Q All right. Once the law firm had those
11:39:30 13 governing documents, from opening up the file
11:39:32 14 initially --
11:39:32 15 A Right.
11:39:32 16 Q -- or the homeowner association client --
11:39:35 17 A Right.
11:39:35 18 Q -- the lawyer would not typically look at the
11:39:38 19 governing documents as part of the lien process; right?
11:39:42 20 A They had already looked at it.
11:39:43 21 Q I understand. But for each letter that's
11:39:45 22 going out, the lawyer's not cross-referencing the
11:39:48 23 governing documents each time.
11:39:50 24 A There was no need to.
11:39:51 25 Q Okay. All right. So the lawyer wasn't

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11:39:53 1 looking at the covenants while reviewing the paperwork
11:39:58 2 being signed; is that right?
11:39:59 3 A Right. As long -- as long as we had
11:40:01 4 everything entered in the system correctly.
11:40:04 5 Q I understand. That -- that's why earlier,
11:40:06 6 when you said -- I can't remember what you said.
11:40:08 7 That's why I just want to make sure we are on the same
11:40:10 8 page about which documents the lawyer has versus not
11:40:13 9 have. That's why I'm going through this.
11:40:15 10 A Okay.
11:40:15 11 Q So typically the lawyer doesn't have the
11:40:17 12 covenants as part of the lien?
11:40:20 13 A Well, she's had the covenants before.
11:40:22 14 Q When you say "she's had the covenants
11:40:24 15 before" --
11:40:24 16 A Stephanie's looked at the covenants before.
11:40:27 17 Q That was when the law firm first was retained
11:40:29 18 by the homeowner association?
11:40:30 19 A Right. Yeah. And she's reviewed them.
11:40:33 20 Q Right. But typically, when each letter is
11:40:35 21 going out on a particular day --
11:40:37 22 A Right.
11:40:38 23 Q -- the lawyer's typically not looking at the
11:40:39 24 covenants to determine whether or not --
11:40:42 25 A No.

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11:40:42 1 Q -- the --
11:40:43 2 A There was no need for her to do that.
11:40:45 3 Q Okay.
11:40:45 4 A Because she's already looked at them.
11:40:46 5 Q All right. So the lawyer's not looking at
11:40:51 6 what the homeowner association is charging for
11:40:54 7 assessments and determining if those amounts are
11:40:57 8 authorized by the covenants; right?
11:40:59 9 MR. COUNTRYMAN: Object to the form.
11:41:02 10 BY MR. KAHN:
11:41:02 11 Q That's -- you can answer subject to the
11:41:03 12 objection.
11:41:04 13 A Huh?
11:41:06 14 Q If you don't understand, that's fine.
11:41:09 15 I'll -- when you receive these homeowner association
11:41:10 16 account statements --
11:41:12 17 A Okay.
11:41:12 18 Q -- they may list something like "Assessment,"
11:41:15 19 150 bucks.
11:41:16 20 A Right.
11:41:16 21 Q It may have a due date of, like, January 1st?
11:41:19 22 A Okay.
11:41:23 23 Q You -- when you're entering that information
11:41:24 24 into the system, you, the lien team, are not checking
11:41:28 25 the covenants to see if, in fact, the assessments were

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11:41:32 1 due on January 1st. Is that right?
11:41:35 2 MR. COUNTRYMAN: Object to the form.
11:41:37 3 BY MR. KAHN:
11:41:37 4 Q Do you understand what I'm saying?
11:41:40 5 A I mean, if they were -- we would already know
11:41:45 6 if they were billed quarterly or annually or stuff like
11:41:49 7 that, if that's what you're asking.
11:41:51 8 Q Well, I'm asking something slightly
11:41:53 9 different, and I'll give you a specific example.
11:41:54 10 In this case with Mrs. Richardson, there were
11:41:57 11 some statements that you all received where it listed
11:41:59 12 the homeowner assessments as being due January 1st.
11:42:03 13 Okay?
11:42:04 14 A Okay.
11:42:04 15 Q The covenants actually provide for them not
11:42:07 16 being owed until February 1st.
11:42:09 17 A Okay. Right.
11:42:11 18 Q Did you ever -- typically, when you all got
11:42:14 19 these statements in, you, the lien team, and the lawyer
11:42:17 20 weren't questioning the numbers on the homeowner
11:42:24 21 association statements to figure out whether or not the
11:42:25 22 covenants were actually authorizing these numbers.
11:42:28 23 Right?
11:42:28 24 A Right. It wasn't -- yeah. That wasn't our
11:42:30 25 job to --

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11:42:31 1 Q Okay. All right. So it wasn't you all's job
11:42:33 2 to -- and that's what I was talking about earlier.
11:42:35 3 It wasn't you all's job to determine whether
11:42:37 4 or not the numbers stated in the statement --
11:42:40 5 A Right.
11:42:40 6 Q -- were authorized under the covenants;
11:42:42 7 right?
11:42:43 8 A Yeah. Right.
11:42:44 9 Q Is that right?
11:42:44 10 A Right.
11:42:45 11 Q And it wasn't you all's job to look at the
11:42:48 12 interest rate charged by the homeowner association on
11:42:50 13 the statement and determine whether or not that amount
11:42:52 14 was authorized under the covenants; right?
11:42:55 15 You all --
11:42:55 16 A We did check the interest rate on the
11:42:57 17 covenants to make sure that we were charging the
11:43:00 18 correct interest rate --
11:43:01 19 Q That would be --
11:43:01 20 A -- if that's what you're asking.
11:43:02 21 Q Would that be from the initial time you all
11:43:04 22 signed up the association?
11:43:05 23 A Right.
11:43:06 24 Q Okay. But as part of the process of entering
11:43:10 25 the information from the homeowner statement --

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11:43:14 1 A Okay.
11:43:15 2 Q -- into you all's system --
11:43:16 3 A Right.
11:43:16 4 Q You weren't -- were you verifying that the
11:43:19 5 association was actually charging --
11:43:20 6 A No. Because someone had already done that.
11:43:22 7 Q From the very first time the association was
11:43:24 8 set up?
11:43:25 9 A Right.
11:43:25 10 Q Not from when each email comes in; is that --
11:43:28 11 A Right. That's correct, yes.
11:43:30 12 Q That's all. That's it.
11:43:31 13 And there's a -- it sounds like there's a
11:43:32 14 distinction where there's a time where the file is
11:43:35 15 initially set up at the law firm, where certain
11:43:38 16 information is entered into the system --
11:43:39 17 A Right.
11:43:40 18 Q -- for the system to then use to populate or
11:43:43 19 to reuse each time the homeowner association letter is
11:43:48 20 written or generated.
11:43:49 21 Does that make sense or not?
11:43:51 22 A Yeah. We -- yeah, Stephanie reviewed those
11:43:53 23 letters.
11:43:54 24 Q Okay. Now -- but she was not determining on
11:43:58 25 each time, because it sounds like you weren't providing

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her with the covenants, for example --

A No.

Q -- to look and see whether or not the particular interest rate amount was proper under the covenants. It was you all's assumption that it was.

You all weren't rechecking it; right?

MR. COUNTRYMAN: Object to the form.

A (Continuing) I mean, it just -- just depends on -- on what it was.

Q Okay. Well -- and typically you all get the homeowner association statement in from the homeowner association --

A Uh-huh.

Q -- for the particular homeowner. And as part of this process, the normal, typical 5 or 10-minute process, you weren't looking at the numbers in the statement, then pulling the covenants to determine whether or not those numbers --

A If we needed to, we would.

Q Okay. But typically you were not. Is that right?

Typically you weren't doing it. You just assumed that the association was doing the right thing. Is that right?

A What do you -- are you talking about their --

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11:44:56 1 their figures?
11:44:56 2 Q Correct.
11:44:57 3 A Right.
11:44:58 4 Q Okay. So typically you all weren't
11:45:01 5 rechecking the homeowner association numbers to see if
11:45:03 6 they were authorized by the covenants. You all just
11:45:05 7 assumed they were right?
11:45:07 8 A Right.
11:45:07 9 Q Okay. And that's typically what happens as
11:45:09 10 part of this process?
11:45:10 11 A Right.
11:45:11 12 Q All right. And if fines appeared on the
11:45:17 13 homeowner association statement --
11:45:19 14 A Uh-huh.
11:45:20 15 Q -- typically you all weren't digging into the
11:45:23 16 covenants and determining whether or not those -- or
11:45:25 17 the CCRs, if those documents, those governing
11:45:29 18 documents, authorized those amounts. You all --
11:45:32 19 A We usually had that information already in
11:45:34 20 the system. So we would know if those fines were
11:45:39 21 authorized or not.
11:45:40 22 Q Okay.
11:45:41 23 A Like, we have a -- you know, when you --
11:45:42 24 anyway. I don't have the system in front of me.
11:45:44 25 Q Okay. Well, for example, did you ever hear

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of something called a "lockout fee"?

A A "lockout fee"?

Q Uh-huh.

A No.

Q All right. In our particular case, Ms. Richardson was charged a $7.00 lockout fee by the homeowner association or by the management company, which prevented her from paying the association money electronically.

A Oh, okay.

Q Are you aware of what I'm talking about now?

A It -- it sounds -- I mean, I don't -- I don't remember that part, but...

Q Okay. That's fine. That's fine.

Well, did you ever determine or look to see whether or not, when an item appeared for a $7.00 fee like that, whether or not the covenants authorize the management company of the association to charge someone to not be able to pay the association?

MR. COUNTRYMAN: Object to the form.

A (Continuing) Does that mean I have to answer it?

Q You answer anyway.

I'm just asking if you ever checked to determine if that was authorized.

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11:46:38 1 MR. COUNTRYMAN: If I object to the form, you
11:46:40 2 still answer the question.
11:46:41 3 THE WITNESS: Oh, okay.
11:46:42 4 MR. COUNTRYMAN: Unless I tell you not to
11:46:44 5 answer it, so...
11:46:44 6 THE WITNESS: Okay.
11:46:45 7 A (Continuing) Sorry.
11:46:45 8 Q That's all right.
11:46:45 9 A What was the question again?
11:46:46 10 Q Sure. From time to time an amount may appear
11:46:49 11 on a statement for a particular kind of charge. Let's
11:46:53 12 say, for example, a lockout fee of $7.00.
11:46:56 13 A Right.
11:46:57 14 Q Typically, you were not looking up what that
11:47:01 15 fee was --
11:47:02 16 A In the covenants?
11:47:03 17 Q -- what the amount was, and then looking that
11:47:04 18 up in the governing documents to see whether or not
11:47:06 19 that was authorized; right?
11:47:08 20 A No. Right.
11:47:08 21 Q Is that right?
11:47:09 22 A Right.
11:47:09 23 Q So typically that's not the kind of thing you
11:47:11 24 all were doing. You all weren't cross-checking or
11:47:12 25 cross-referencing the numbers appearing in the

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11:47:15 1 statement with the governing documents; is that right?
11:47:18 2 Typically, you all weren't doing that?
11:47:20 3 A No.
11:47:22 4 Q Is that right?
11:47:23 5 A I think so.
11:47:23 6 Q Okay. When you say you think so, you mean,
11:47:27 7 no, typically you weren't cross-referencing those
11:47:30 8 numbers with the --
11:47:31 9 A I mean --
11:47:31 10 Q -- governing documents --
11:47:31 11 A -- if we questioned it --
11:47:32 12 Q Sure. But if you didn't question them --
11:47:34 13 A -- we would.
11:47:34 14 Q Sure.
11:47:34 15 A Yeah.
11:47:34 16 Q And both --
11:47:34 17 A And like you said, "lockout fee." I don't --
11:47:36 18 I don't know what a lockout fee is. I'd ask Stephanie,
11:47:39 19 "What is a lockout fee?"
11:47:40 20 Q Okay.
11:47:40 21 A I mean, you know.
11:47:41 22 Q So if she said, "It's fine," then you would
11:47:43 23 go with it?
11:47:44 24 A Right.
11:47:44 25 Q All right. All right. But typically, if you

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didn't have a question, you just went with the numbers you were given?

A Yes. That's correct.

Q All right. And what that means is typically, when the numbers came in, if you didn't have any questions, you weren't cross-referencing the governing documents to determine whether or not the amount of the assessments was right or the interest rate was right or the charges were right. You would --

A Not at that point because they had already been done.

Q Okay. When you say "they had already been done," you mean by that that the association --

A We had already put in the information on -- in the system.

Q That was part of the initial --

A Right.

Q -- taking on the client?

A Right.

Q That information would be entered in the file --

A Right.

Q -- way back in the beginning.

A Uh-huh.

Q But each time in -- a letter or an email came

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11:48:31 1 in requesting you all take action, you weren't then --
11:48:35 2 A Rechecking, no.
11:48:36 3 Q Okay. Is that right? All right.
11:48:38 4 A Most of the time, no.
11:48:39 5 Q All right.
11:48:41 6 A Depending on the situation.
11:48:42 7 Q Okay. All right. So it sounds like
11:49:00 8 typically, before preparing the notice of lien, the law
11:49:02 9 firm is not investigating whether the numbers entered
11:49:04 10 into the collection software were authorized by the
11:49:09 11 governing documents. Is that right? Typically?
11:49:11 12 MR. COUNTRYMAN: Object to the form.
11:49:12 13 BY MR. KAHN:
11:49:12 14 Q Typically?
11:49:12 15 A I didn't --
11:49:13 16 Q I'll say it again.
11:49:13 17 It sounds like before you all were preparing
11:49:15 18 this notice of -- notice of lien package --
11:49:18 19 A Before we were preparing it? It depends
11:49:20 20 on -- like, sometimes they would send us the governing
11:49:23 21 documents the same day.
11:49:24 22 Q Okay.
11:49:25 23 A And, like, especially with a -- one of our
11:49:27 24 clients. She would always send us the governing
11:49:30 25 documents with --

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11:49:30 1 Q Okay. I am talking about the typical kind of
11:49:32 2 matter.
11:49:33 3 A I mean...
11:49:33 4 Q So typically you get an email in --
11:49:35 5 A Right.
11:49:35 6 Q -- with a homeowner association account
11:49:37 7 statement of the homeowner, and typically you're
11:49:39 8 entering that information into the software --
11:49:41 9 A Right.
11:49:41 10 Q -- without questioning the numbers. That's
11:49:43 11 typical -- the typical process --
11:49:43 12 A Right.
11:49:44 13 Q Right?
11:49:44 14 A Yes.
11:49:45 15 Q All right. And the -- as part of you all
11:49:49 16 sending out the information, and we've sort of run
11:49:52 17 through those steps, let's say the letters go out. It
11:49:56 18 looks like there was a number for somebody to call once
11:49:59 19 they received the letter. Who would get that call?
11:50:06 20 Would that be part of the lien team or
11:50:07 21 somebody else?
11:50:08 22 A No. We would -- I wouldn't talk to
11:50:11 23 homeowners.
11:50:12 24 Q All right. Typically, who would talk to the
11:50:13 25 homeowner?

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11:50:14 1 A One of the -- I forget what they're called,
11:50:15 2 but one of the ladies.
11:50:16 3 Q Oh. The collectors?
11:50:17 4 A Yeah, the collectors.
11:50:19 5 Q Okay. That's right.
11:50:19 6 A There you go.
11:50:19 7 Q Thank you. I -- I think we learned that term
11:50:22 8 last week, that there was -- it sounded like there was
11:50:24 9 typically four people who were part of the staff:
11:50:25 10 There's two lien people, a collector, and a foreclosure
11:50:29 11 person.
11:50:30 12 A Right.
11:50:30 13 Q Does that ring a bell?
11:50:31 14 A Yeah.
11:50:31 15 Q Does that sound right? Okay.
11:50:33 16 All right. So that collector was not an
11:50:35 17 attorney; right?
11:50:36 18 A Right.
11:50:37 19 Q All right. So if a homeowner called in after
11:50:40 20 receiving one of these documents, that would typically
11:50:42 21 go to the collector, who is not an attorney, to talk
11:50:45 22 with about the letter and --
11:50:46 23 A Right.
11:50:50 24 Q -- whatever it was. Who would then handle
11:50:51 25 that negotiation process? Would that be the collector?

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11:50:53 1 Let's say the homeowner calls and says, "Hey,
11:50:56 2 look. I can't pay all of this now. Can you take a
11:51:03 3 different amount?"
11:51:04 4 How -- how would that work?
11:51:06 5 A That would, from what I recall, is that
11:51:10 6 they -- of course, they would talk to the -- the
11:51:12 7 homeowner, and then -- and they would -- they would
11:51:15 8 talk to the HOA --
11:51:17 9 Q Okay.
11:51:17 10 A -- and go by what -- what they say.
11:51:20 11 Q Okay. As part of that -- were you ever
11:51:21 12 involved with that negotiation process?
11:51:23 13 A No.
11:51:24 14 Q All right. Do you know of a time where the
11:51:27 15 amount taken by the homeowner association would ever
11:51:33 16 involve taking less in attorney's fees?
11:51:36 17 A Taking?
11:51:37 18 Q Do you understand what I'm saying?
11:51:38 19 So let's say, for example, the law firm in
11:51:39 20 one of the lien letters said, You owe us -- you owe the
11:51:43 21 homeowner association, you know, $150 for assessments
11:51:49 22 and $425 in attorney's fees.
11:51:51 23 A Uh-huh.
11:51:52 24 Q And someone called up to negotiate that.
11:51:54 25 Would the law firm ever take less than

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11:51:56 1 attorney's fees, or typically did the law firm not move
11:51:58 2 on their attorney's fees?
11:52:00 3 A That, I don't recall.
11:52:01 4 Q Okay. As part of the software package,
11:52:04 5 CollectMax, that you all worked with, did you work with
11:52:07 6 that at Rodgers Townsend as well?
11:52:08 7 A Yes.
11:52:09 8 Q You understand that software allows for you
11:52:11 9 to run reports from time to time?
11:52:14 10 A Yes.
11:52:14 11 Q All right. And the software, in terms of the
11:52:17 12 reports that you can run, allow you to run anything
11:52:20 13 from the current list of debtors, right, the people who
11:52:27 14 owe money?
11:52:27 15 A Right.
11:52:28 16 Q Okay. And you can also run --
11:52:31 17 A Yes.
11:52:31 18 Q Does that ring a bell?
11:52:32 19 A Yeah.
11:52:32 20 Q All right. And you could also run a list for
11:52:35 21 the creditor, which would be the client, the homeowner
11:52:38 22 association, as to which files were active --
11:52:40 23 A Right.
11:52:41 24 Q -- and what was --
11:52:41 25 A Yes. I remember that now.

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11:52:42 1 Q Okay. And --
11:52:43 2 A Yes.
11:52:43 3 Q And what the status was of any particular --
11:52:46 4 A Right.
11:52:46 5 Q -- homeowner within that homeowner
11:52:48 6 association.
11:52:49 7 A Yes.
11:52:49 8 Q And so at any given time, you could pull up
11:52:52 9 in the CollectMax system and easily generate one of
11:52:56 10 these kind of reports that would let you know this
11:52:58 11 detailed, kind of, information?
11:52:59 12 A Right.
11:53:00 13 Q From time to time, did you all run reports
11:53:01 14 and talk about the status of the matters in the office
11:53:04 15 to figure out where things were going or how things
11:53:06 16 were progressing?
11:53:07 17 MR. COUNTRYMAN: Object to the form.
11:53:09 18 A (Continuing) How things -- yeah. It -- what
11:53:09 19 do you mean? That's -- we went by what CollectMax, you
11:53:14 20 know, what our next thing was in the file.
11:53:16 21 Q Ah. It sounds like the software itself
11:53:19 22 prompts you to enter in information associated when --
11:53:23 23 when the net task associated with the file is --
11:53:26 24 A Right.
11:53:26 25 Q -- to take place.

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11:53:27 1 A Right.
11:53:27 2 Q So you might show up in the morning at work,
11:53:30 3 and CollectMax would sort of do a series of reminders
11:53:33 4 for you about what tasks were due that day? Is that
11:53:36 5 the way it worked?
11:53:37 6 A Not necessarily like -- like I said before,
11:53:42 7 there were certain days that I would do things.
11:53:44 8 Q Okay.
11:53:44 9 A You know, just because it was tasked on that
11:53:47 10 day, doesn't mean I would do it that day.
11:53:49 11 Q Okay. But it sounds like the software system
11:53:52 12 would remind you that certain tasks needed to be
11:53:55 13 accomplished.
11:53:56 14 A Right.
11:53:56 15 Q And you would have a list of those tasks --
11:53:59 16 A Right.
11:53:59 17 Q -- and you could follow up with them or
11:54:01 18 snooze them or whatever or do some other work that
11:54:03 19 needed to be done?
11:54:04 20 A Right.
11:54:04 21 Q All right. So it sounds like the software
11:54:06 22 package provided you and the staff with the ability
11:54:10 23 to --
11:54:10 24 A Like a reminder kind of thing.
11:54:12 25 Q Like a reminder. Okay. Thank you.

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11:54:14 1 And if you needed to run reports for a
11:54:18 2 particular homeowner's association about the status of
11:54:21 3 the various matters, you could do that easily with the
11:54:24 4 software?
11:54:24 5 A Right.
11:54:25 6 Q And you could also do that for various
11:54:27 7 property management companies?
11:54:28 8 A Yes.
11:54:29 9 Q So if a property management company was
11:54:32 10 managing, let's say, 100 properties or 100 homeowner
11:54:35 11 associations, you could run reports for that management
11:54:38 12 company that covered the hundred or more property or
11:54:43 13 homeowner associations?
11:54:44 14 A Right.
11:54:44 15 Q Okay. And from time to time did you do that?
11:54:46 16 A Yes.
11:54:47 17 Q And that was -- would you then email that to
11:54:51 18 the property management company to let them know what
11:54:53 19 was going on?
11:54:54 20 A Right.
11:54:54 21 Q So it sounds like at any given point in time,
11:54:58 22 using the software, you could know exactly the people
11:55:01 23 your law firm had sent letters to; right?
11:55:04 24 A Right. Yeah.
11:55:05 25 Q Okay. And at any given point in time you

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11:55:07 1 could see exactly the status of what amounts those
11:55:09 2 people may have paid?
11:55:11 3 A Yes.
11:55:12 4 Q And that's all part of the software system
11:55:14 5 that allowed you to generate these reports?
11:55:17 6 A Right.
11:55:20 7 Q And also you could generate reports going
11:55:23 8 back in the past to generate statistics; right? You
11:55:26 9 could determine how well certain collections were
11:55:29 10 taking place, or do you know that or not?
11:55:33 11 A Statistics?
11:55:33 12 Q Or -- like "collection rates," I'll call it;
11:55:35 13 so --
11:55:35 14 A Yeah. I didn't do anything with --
11:55:39 15 Q Okay.
11:55:39 16 A -- statistics.
11:55:39 17 Q All right. No problem.
11:55:40 18 All right. But as part of the software
11:55:43 19 package, you could easily generate a list of -- let's
11:55:45 20 say you wanted to run a report that covered, you know,
11:55:50 21 November 1 of, let's say, 2014 through January 11 of
11:55:56 22 2016, you could run a report to see all the activity
11:55:59 23 that was taking place during that time period; right?
11:56:02 24 A Right.
11:56:02 25 Q That's what the software package allowed you

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11:56:05 1 to do?
11:56:05 2 A Right.
11:56:05 3 Q And you could generate a list of all the
11:56:07 4 different people your law firm had sent letters to;
11:56:09 5 right?
11:56:10 6 A Yes.
11:56:11 7 Q Okay. And that was an easy thing to do?
11:56:12 8 MR. COUNTRYMAN: Object to the form.
11:56:13 9 A (Continuing) Yeah. I mean, I could...
11:56:16 10 Q Just generate a report; right? You could
11:56:18 11 easily generate one of those reports?
11:56:20 12 A Easily generate a -- easily. Easily.
11:56:23 13 I can generate a report, yes.
11:56:25 14 Q Okay. And that report could be provided or
11:56:32 15 either used in-house by the law firm to figure out the
11:56:35 16 status of each individual matter or provide a report to
11:56:40 17 a property management company that may be managing
11:56:42 18 hundreds of properties. Right?
11:56:44 19 A Are -- are you speculating? I don't
11:56:46 20 understand.
11:56:47 21 Q No. I'm asking you.
11:56:47 22 A I don't understand.
11:56:47 23 Q These reports that you could generate --
11:56:49 24 A Yeah. Mostly we generated the report -- I
11:56:52 25 would generate the reports to send to the homeowner

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11:56:55 1 association.
11:56:55 2 Q Okay. Or management company?
11:56:57 3 A Right. Yes, management company.
11:56:58 4 Q Okay. And there are certain management
11:57:01 5 companies that may manage as many as --
11:57:03 6 A Right.
11:57:03 7 Q -- hundreds of properties?
11:57:05 8 A Correct. Yes.
11:57:05 9 Q All right. So from time to time, a
11:57:07 10 particular management company may say to you or the law
11:57:10 11 firm, Hey, we need to have a report for whatever time
11:57:13 12 period for all of these properties in order for us --
11:57:17 13 for us to look up whatever it is they were looking up?
11:57:19 14 A Right. I -- if I recall, we could do that.
11:57:21 15 Q Okay. And from time to time you did do that
11:57:24 16 and send them to the --
11:57:26 17 A Right.
11:57:26 18 Q -- companies or homeowner associations?
11:57:27 19 A Yes.
11:57:36 20 Q The -- do you have any rough idea, on a
11:57:38 21 typical, busy day, how many requests the law firm would
11:57:43 22 receive to file notice of liens?
11:57:46 23 A How many?
11:57:46 24 Q Uh-huh.
11:57:47 25 A I have -- I don't -- I mean, I can't give you

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11:57:53 1 a number.
11:57:53 2 Q Okay. Would -- would it be more than 50?
11:57:56 3 A In a day?
11:57:57 4 Q Uh-huh. Yes, ma'am.
11:57:58 5 A Possibly.
11:57:59 6 Q Okay. And you all could have received
11:58:06 7 another possible 50 the day before; and so you all
11:58:08 8 could have as much as 100, 150 to try to generate over
11:58:12 9 a couple of days?
11:58:13 10 A I mean --
11:58:14 11 Q Is that something that would happen from time
11:58:16 12 to time?
11:58:16 13 A Possibly, yeah.
11:58:20 14 Q Okay. Were you ever involved in generating
11:58:21 15 the complaints?
11:58:23 16 A Yes.
11:58:28 17 Q All right. Can you describe for me -- and --
11:58:29 18 and, by the way, it's -- it's noon.
11:58:31 19 A What's new?
11:58:31 20 Q Right now it's noon. I'm sorry.
11:58:34 21 A Oh, "it's noon." I'm sorry.
11:58:35 22 Q I'm about to go to a different topic.
11:58:37 23 A Okay.
11:58:37 24 Q I just didn't know if you wanted to take a
11:58:38 25 quick break or not. It's up to you.

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11:58:39 1 A That would be good because --
11:58:40 2 Q No problem.
11:58:40 3 A -- it's noon.
11:58:42 4 MR. KAHN: We'll take a quick break.
11:58:43 5 THE WITNESS: Wow. It's noon?
11:58:43 6 VIDEOGRAPHER: We will now --
11:58:44 7 MR. KAHN: Take a quick break.
11:58:44 8 VIDEOGRAPHER: We will now -- we will now go
11:58:44 9 off the record. The time is approximately 11:59 a.m.
11:58:47 10 (The deposition recessed briefly.)
12:22:11 11 VIDEOGRAPHER: We are now back on the record.
12:22:12 12 The time is approximately 12:22 p.m.
12:22:15 13 MR. COUNTRYMAN: Real quick, I just want to
12:22:16 14 make a quick statement for the record. I've talked to
12:22:18 15 plaintiff's counsel and the deposition is going to be
12:22:21 16 ended at 3:00. The witness has things she needs to do
12:22:23 17 at work, and I need to get home.
12:22:25 18 We're here by agreement, and we've agreed to
12:22:26 19 be here without a subpoena, and that's what's
12:22:29 20 happening.
12:22:32 21 MR. KAHN: I don't agree with that, and you
12:22:33 22 didn't inform me to the -- of the fact that you said
12:22:35 23 you needed to leave at 3:00 until just a few moments
12:22:38 24 ago during the break.
12:22:39 25 We'll go forward, and the judge can deal with

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it.

BY MR. KAHN:

Q The -- in terms of the overall process, we've talked about the general sort of process of these notice of lien letters. Were you responsible for entering the amount of attorney's fees into the system, or how did that work?

A Oh, goodness.

Q Do you know what I'm talking about?

A I don't remember if it was already automatically generated or -- or what.

Q Okay.

A Unfortunately.

Q No problem. I want to --

A If I had the system in front of me, I could tell you.

Q Well, no problem. That's all right.

I'll give you -- I'm going to show you a document I'm marking as Plaintiff's Exhibit No. 2, which is a two-page document.

(NOTICE OF CONSUMER'S RIGHT TO CURE LETTER MARKED PLAINTIFF'S EXHIBIT NO. 2 FOR I.D.)

MR. KAHN: It's MTB Supplemental -- here you go, sir.

BY MR. KAHN:

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12:23:32 1 Q It's 012455. And if you'd look on the second
12:23:36 2 page, you see where -- do you see where it says
12:23:39 3 "SCT/SLS"?
12:23:41 4 MR. COUNTRYMAN: All right. Hold on one
12:23:42 5 second. You can come talk to me about this.
12:23:43 6 MR. KAHN: Hold on.
12:23:43 7 BY MR. KAHN:
12:23:43 8 Q Do you see that document?
12:23:44 9 MR. COUNTRYMAN: No. Don't answer that
12:23:44 10 question right now. I'm going to talk to you about
12:23:46 11 this document.
12:23:48 12 MR. KAHN: Andy, this document was produced.
12:23:48 13 You agree it was produced in discovery; right? You all
12:23:51 14 produced it to us.
12:23:51 15 MR. COUNTRYMAN: Yeah, it was produced in
12:23:53 16 discovery. It wasn't identified under the rules. I
12:23:54 17 had no idea this was one of the hundreds of thousands
12:23:57 18 of documents produced in discovery that you would be
12:23:58 19 using in this deposition.
12:23:59 20 MR. KAHN: That would be a false statement.
12:24:00 21 This document was produced --
12:24:01 22 MR. COUNTRYMAN: Yeah, it was produced.
12:24:03 23 MR. KAHN: -- and it was identified and --
12:24:04 24 MR. COUNTRYMAN: You can make your argument.
12:24:06 25 I'm talking with her about it.

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12:24:08 1 MR. KAHN: I think that violates the rule.
12:24:10 2 MR. COUNTRYMAN: C'mon, Sheri.
12:24:10 3 MR. KAHN: I would ask you not to violate the
12:24:12 4 rule.
12:24:13 5 MR. COUNTRYMAN: Okay.
12:24:13 6 MR. KAHN: All right.
12:24:13 7 VIDEOGRAPHER: We will now go off the record.
12:24:13 8 The time is approximately 12:25 p.m.
12:26:56 9 (The deposition recessed briefly.)
12:26:56 10 VIDEOGRAPHER: We are now back on the record.
12:26:57 11 The time is approximately 12:27 p.m.
12:27:00 12 BY MR. KAHN:
12:27:00 13 Q What did you all talk about?
12:27:02 14 MR. COUNTRYMAN: Don't answer that. It's
12:27:03 15 attorney-client privileged.
12:27:06 16 BY MR. KAHN:
12:27:06 17 Q On the second page of page -- of Exhibit
12:27:09 18 No. 2, you see where it says "SCT/SLS"?
12:27:13 19 A Yes.
12:27:13 20 Q Do you recognize this -- those initials "SLS"
12:27:16 21 as being your initials?
12:27:17 22 A Yeah.
12:27:18 23 Q And therefore this is a document that you
12:27:20 24 would have prepared or printed?
12:27:22 25 A I printed it, yup. I didn't -- yeah. I

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printed it.

Q Okay. The system prepares it; you print it?

A Right.

Q All right. So does it work when somebody's initials, like this, appear, like "SLS," that would let us know that you were the one who would have entered the information probably in the system?

A Yes.

Q All right. All right. You see in this -- on this document -- is this one of these -- those "Notice of Consumer Right to Cure" letters, or I think you called them "demand letters"?

A Right.

Q Is this one of the ones you were talking about earlier?

A Yes.

Q All right. Can you walk me through and help me understand, what -- what is this kind of letter? What is the purpose of it?

A Let me look at it.

Q Sure.

A Pretty much it just says that we've filed a lien on the property and that --

Q Okay.

A Yeah.

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12:28:20 1 Q All right. And is this the typical kind of
12:28:23 2 letter that the -- you all's law firm would have sent
12:28:28 3 out or really from the time you were working at
12:28:32 4 Rodgers -- well, at McCabe Trotter?
12:28:34 5 A This one's a little different, I think.
12:28:37 6 Q Okay.
12:28:37 7 A It looks a little different to me but, like,
12:28:39 8 you know, it's been a while. So...
12:28:44 9 Q All right. Well, this looks like the kind of
12:28:45 10 letter that your office would have -- McCabe Trotter
12:28:46 11 would have sent. And it looks like you would have
12:28:52 12 entered the information to generate this letter?
12:28:53 13 A Right.
12:28:54 14 Q All right. You see where it says "attorney's
12:28:55 15 fees, $60"?
12:28:56 16 A Uh-huh.
12:28:56 17 Q Yes?
12:28:56 18 A Yeah, I see it.
12:29:00 19 Q All right. Is that -- what does that number
12:29:01 20 represent?
12:29:02 21 A The attorney's fees.
12:29:03 22 Q Okay. And is that the amount of attorney's
12:29:04 23 fees that McCabe Trotter is charging the homeowner
12:29:09 24 association for a lien letter like this?
12:29:13 25 A A home -- "attorney's fees." Do what now?

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12:29:15 1 Q Sure. Do you see where it says "attorney's
12:29:18 2 fees, $60"?
12:29:20 3 A Yes.
12:29:21 4 Q All right. Is the law firm telling the
12:29:27 5 homeowners that they owe money to the homeowner
12:29:31 6 association?
12:29:36 7 A I don't know.
12:29:36 8 Q Do you see where it says "Currently you owe
12:29:38 9 $519" --
12:29:39 10 A Right.
12:29:40 11 Q -- "for community association assessments and
12:29:42 12 related charges as follows"?
12:29:43 13 A Right. They're just telling them that they
12:29:47 14 owe $60 in attorney's fees.
12:29:48 15 Q Okay. And the "they" is the homeowners?
12:29:51 16 A Right. The homeowners owe $60 in attorney's
12:29:54 17 fees.
12:29:55 18 Q Right. And why was the number $60 there for
12:29:58 19 attorney's fees?
12:30:00 20 A Because that's what they owe.
12:30:02 21 Q Okay. Well, how did that number come into
12:30:04 22 being? Like, how did that number -- where did that
12:30:06 23 number come from?
12:30:11 24 A This is what Stephanie had set up with the
12:30:13 25 client.

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12:30:14 1 Q Okay. So --
12:30:15 2 A I think. I mean...
12:30:17 3 Q All right. Well, do you know why that $60 is
12:30:21 4 listed as attorney's fees owed?
12:30:24 5 A Why did they owe $60?
12:30:25 6 Q Yes. Why is -- why has McCabe Trotter listed
12:30:31 7 $60 as attorney's fees as being owed by these
12:30:34 8 homeowners? Do you know?
12:30:37 9 A Because they -- they owe the $60.
12:30:40 10 Q All right. "They" being the homeowners?
12:30:43 11 A Right.
12:30:44 12 Q To McCabe Trotter?
12:30:47 13 A They --
12:30:48 14 Q Who do they owe this --
12:30:48 15 A They owe the $60 to the homeowner
12:30:49 16 association.
12:30:50 17 Q Okay. So the homeowner association would
12:30:52 18 have paid McCabe Trotter $60?
12:30:54 19 MR. COUNTRYMAN: Object to the form.
12:30:55 20 A (Continuing) I don't know how much McCabe
12:30:57 21 Trotter paid for this.
12:30:59 22 Q Where does that $60 number come from? Like,
12:31:02 23 did Stephanie tell you to use that number?
12:31:06 24 A I don't know. The $60 doesn't look familiar
12:31:08 25 to me. So...

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12:31:09 1 Q Okay.
12:31:10 2 A I mean, that's not the number that I usually
12:31:12 3 deal with.
12:31:14 4 Q All right. Well, this is a document that was
12:31:17 5 provided to us in discovery by McCabe Trotter.
12:31:19 6 A Right.
12:31:19 7 Q I'm telling you that.
12:31:20 8 A Yes.
12:31:20 9 Q There's a $60 number there. You're the
12:31:23 10 person who entered the information into --
12:31:25 11 A Right.
12:31:25 12 Q -- the system; right?
12:31:26 13 A Yes.
12:31:26 14 Q So most likely you would have entered into
12:31:29 15 the system $60, as being the attorney's fees, in order
12:31:34 16 to generate this kind of letter; right?
12:31:36 17 A Right.
12:31:36 18 Q Okay. And you can't tell us why that $60 is
12:31:38 19 there?
12:31:39 20 A I don't remember.
12:31:40 21 Q Okay. If you don't remember, that's fine.
12:31:42 22 I'm not --
12:31:43 23 A I mean --
12:31:43 24 Q I just want to understand.
12:31:45 25 A I don't remember.

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12:31:46 1 Q All right. Would you have entered $60 for
12:31:48 2 other homeowner associations, while working for McCabe
12:31:52 3 Trotter --
12:31:54 4 A Other --
12:31:54 5 Q -- for these kinds of letters?
12:31:54 6 A -- homeowner associations?
12:31:54 7 Q Yes.
12:31:56 8 A I don't know. Couldn't -- it might -- this
12:31:59 9 one might be from, according to their covenants, about
12:32:03 10 how much they could charge or not. I have no idea.
12:32:06 11 Q Okay.
12:32:06 12 A I don't have that information in front of me.
12:32:09 13 Q All right. If you don't know, I promise you,
12:32:10 14 that's fine.
12:32:10 15 A No. I was just letting you know, I don't
12:32:12 16 know.
12:32:13 17 Q That's all. That's fine. If you don't know
12:32:15 18 why the $60 is there, that's fine.
12:32:18 19 A Yeah. I don't know.
12:32:19 20 Q All right. Had the law firm charged $60 for
12:32:25 21 other matters for these kinds of letters?
12:32:31 22 MR. COUNTRYMAN: Object to the form.
12:32:32 23 A (Continuing) I mean, like I said, that's not
12:32:37 24 the typical amount for these letters.
12:32:40 25 Q Why is that?

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12:32:42 1 A What do you mean? That's --
12:32:43 2 Q You said it's "not the typical amount." I'm
12:32:45 3 asking you why.
12:32:45 4 A Well, this letter's different to me.
12:32:46 5 Q Okay.
12:32:48 6 A If I had, like, an original letter that I
12:32:52 7 would have sent out before or something, I don't --
12:32:55 8 this just doesn't look familiar.
12:32:56 9 Q Okie-doke.
12:32:57 10 A I don't remember. I just -- I don't
12:32:59 11 remember.
12:32:59 12 Q That's okay. You said that. No problem.
12:33:04 13 A This might be it. I mean, it might be the
12:33:15 14 "intent to foreclose" letter. I don't remember.
12:33:18 15 Q Oh, we have some of those. We can get to
12:33:19 16 those.
12:33:19 17 A That's what I'm talking about.
12:33:20 18 Q So that's a different one where --
12:33:22 19 A Yeah.
12:33:22 20 Q -- it -- it says something, like, if you
12:33:24 21 don't pay in the next 10 days --
12:33:25 22 A Right.
12:33:26 23 Q -- we intend to foreclose or something like
12:33:28 24 that?
12:33:28 25 A Yes.

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12:33:28 1 Q This is a different kind of letter; right?
12:33:30 2 A Right.
12:33:30 3 Q The one we're looking at?
12:33:31 4 A Yes.
12:33:31 5 Q Okay. Does that help at all?
12:33:32 6 A Yes.
12:33:32 7 Q All right.
12:33:32 8 A Yeah.
12:33:33 9 Q The "intend to foreclose" letter -- we can
12:33:35 10 get to some of those -- but that's a different letter
12:33:37 11 sent out after somebody doesn't respond to one of these
12:33:41 12 "notice of lien" letters; right?
12:33:42 13 A Right.
12:33:42 14 Q Or -- or -- or you called them "demand
12:33:44 15 letters"?
12:33:45 16 A Right.
12:33:45 17 Q All right.
12:33:45 18 A I mean, yeah -- is this the demand letter?
12:33:46 19 Because if this is a demand letter, this isn't
12:33:49 20 everything on it. You're not giving me everything.
12:33:52 21 Q Sure. I understand what you're saying.
12:33:52 22 A Do you know what I'm saying?
12:33:53 23 Q I understand. We have some other examples
12:33:54 24 where the --
12:33:55 25 A Yeah. Because --

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12:33:55 1 Q -- notice of lien and other things are
12:33:56 2 attached.
12:33:57 3 A Yeah.
12:33:57 4 Q I just want to look at and ask you about some
12:33:58 5 of these letters.
12:34:00 6 A Okay.
12:34:01 7 Q All right. I'm going to hand you what's --
12:34:03 8 I'm marking as Plaintiff's Exhibit No. 3, which was
12:34:05 9 previously marked as Stephanie Trotter's Exhibit No. 10
12:34:09 10 to her deposition.
12:34:11 11 (NOTICE OF CONSUMER'S RIGHT TO CURE LETTER
12:34:11 12 MARKED PLAINTIFF'S EXHIBIT NO. 3 FOR
12:34:11 13 I.D.)
12:34:11 14 BY MR. KAHN:
12:34:11 15 Q And if you look on the second page, do you
12:34:12 16 see where it says "SLS"?
12:34:14 17 MR. COUNTRYMAN: Okay. Don't answer any
12:34:14 18 questions about that before we speak about it.
12:34:17 19 A (Continuing) Is it the same homeowner
12:34:19 20 association?
12:34:19 21 MR. COUNTRYMAN: Sheri --
12:34:20 22 MR. KAHN: I would object to you talking to
12:34:21 23 him. The rules don't allow it, and it violates the
12:34:24 24 rules and is specifically prohibited.
12:34:28 25 VIDEOGRAPHER: We will now go off the record.

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12:34:29 1 The time is approximately 12:35 p.m.
12:34:33 2 (The deposition recessed briefly.)
12:34:33 3 VIDEOGRAPHER: We are now back on the record.
12:37:12 4 The time is approximately 12:37 p.m.
12:37:17 5 BY MR. KAHN:
12:37:17 6 Q What did you all talk about?
12:37:19 7 MR. COUNTRYMAN: Actually, I don't care. You
12:37:20 8 can answer it.
12:37:20 9 A (Continuing) What we talked about was he
12:37:23 10 actually recollect- -- reminded me of what this
12:37:26 11 document was.
12:37:27 12 Q Okay. And what is that?
12:37:28 13 A The notice to cure, which, you know, it goes
12:37:33 14 with -- it's the demand letter that I've been referring
12:37:35 15 to.
12:37:35 16 Q Okay. All right. Did he tell you anything
12:37:37 17 else?
12:37:39 18 A He asked me if I knew what the $60 was. I
12:37:42 19 was, like, "I don't remember." So...
12:37:46 20 Q All right. So when you're looking at
12:37:48 21 Plaintiff's Exhibit No. 3, which is a letter dated
12:37:51 22 October 29th, 2014, it is a demand letter sent to
12:37:57 23 homeowners from your law firm. And this demand letter
12:38:01 24 would have been printed by you?
12:38:02 25 A Yes. It's got my initials on it.

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12:38:04 1 Q Okay. And that's where it says "SCT/SLS"?
12:38:07 2 A Yup.
12:38:08 3 Q And the "SLS" stands for Sheri Self?
12:38:11 4 A Sheri Lee Self.
12:38:12 5 Q Sheri Lee Self. Is that L-e-e or L-e-i-g-h?
12:38:15 6 A L-e-e, unfortunately.
12:38:16 7 Q All right.
12:38:16 8 A I didn't name myself.
12:38:20 9 Q All right. Do you know -- so you don't know
12:38:23 10 why the attorney's fees of $60 appears there?
12:38:25 11 A I don't know.
12:38:26 12 Q Okay.
12:38:26 13 A I mean, it most likely something with the
12:38:29 14 covenants. I have no idea. I cannot remember.
12:38:31 15 Q All right. If you don't know, you don't
12:38:33 16 know. No problem. If later on in the deposition you
12:38:36 17 remember, that's fine. Let me know.
12:38:37 18 Right now, though, this letter represents
12:38:39 19 another letter that you and the law firm would have
12:38:42 20 sent to a homeowner, telling them that they owe $60 in
12:38:46 21 attorney's fees related to the generating this demand
12:38:50 22 letter?
12:38:51 23 A Okay.
12:38:51 24 Q Is that right?
12:38:54 25 A If you say so.

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12:38:55 1 Q Well, I'm asking you. What was -- what
12:38:57 2 would --
12:38:57 3 A You're saying that I created a document that
12:38:59 4 goes along with that?
12:39:00 5 Q Yeah. There -- there would be a "notice of
12:39:02 6 lien" letter --
12:39:03 7 A Right. Liens --
12:39:03 8 Q We'll get to some of those.
12:39:05 9 A Yeah.
12:39:05 10 Q But this particular letter, it's telling the
12:39:09 11 homeowner that they owe the attorney's fees of $60;
12:39:16 12 right?
12:39:16 13 A Right.
12:39:18 14 Q What does that attorney's fees of $60
12:39:20 15 represent? What is that for?
12:39:22 16 MR. COUNTRYMAN: Object to the form.
12:39:23 17 A (Continuing) It's the attorney's fees.
12:39:26 18 Q Whose attorney's fees?
12:39:27 19 A The -- the association's.
12:39:28 20 Q Okay. That's the attorney's fees the
12:39:30 21 association paid the law firm?
12:39:33 22 A I don't know how much they paid the law firm.
12:39:34 23 Q Okay. Do you have any understanding that the
12:39:37 24 law firm charges different rates to different homeowner
12:39:43 25 associations?

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12:39:44 A Yes.

12:39:44 Q Okay. And what are the rates that the law firm McCabe Trotter would charge for the different rates?

12:39:49 A "For the rates" -- what do you mean?

12:39:51 Q Sure. For the -- for in the typical kind of collection, lien-collection matter?

12:39:55 A Like, are you talking about retainer fee?

12:39:57 Q Sure. Whatever you want to call it.

12:39:58 A Is that what you were talking about?

12:40:00 Q For collection matters related to homeowner associations --

12:40:04 A Right.

12:40:04 Q -- what amount would the law firm charge the homeowner association? What are the amounts?

12:40:08 A The retainer fee would be -- like, for MJS, if I remember, it was $50.

12:40:16 Q Okay.

12:40:18 A And everyone else, 65. If I remember correctly.

12:40:22 Q I think there was testimony last week from -- and I can't remember if it was Haylen Gatling or Theron Coetzee who testified something about -- I think it was Theron -- who testified about different rates for MJS managed properties --

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12:40:39 1 A Right.
12:40:40 2 Q -- versus non-MJS managed properties?
12:40:41 3 A Yes. That's what I'm saying.
12:40:43 4 Q All right. I just -- because you weren't
12:40:44 5 clear, and I was trying to see if that would refresh
12:40:47 6 your recollection from some testimony we got last week.
12:40:52 7 A Yes.
12:40:53 8 Q So the law firm would charge MJS managed
12:40:55 9 properties $50 to send out documents associated with
12:41:00 10 these liens. Right?
12:41:03 11 MR. COUNTRYMAN: Object to the form.
12:41:04 12 A (Continuing) They would charge it?
12:41:05 13 Q The law firm would --
12:41:08 14 A That was their retainer fee.
12:41:10 15 Q Right. And the law firm would generate a
12:41:11 16 bill for $50?
12:41:13 17 A I think so, yeah.
12:41:13 18 Q And the homeowner association was supposed to
12:41:16 19 pay that $50?
12:41:17 20 A Right.
12:41:18 21 Q For the work done by the law firm to collect
12:41:20 22 this money; right?
12:41:22 23 A Yes.
12:41:22 24 Q All right. And the law firm had a different
12:41:28 25 rate for non-MJS managed properties, which was $65?

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12:41:32 1 A Right.
12:41:33 2 Q And that $65 represented the attorney's fees
12:41:35 3 the law firm was charging to do the work associated
12:41:37 4 with these liens; right?
12:41:40 5 A Yes.
12:41:40 6 MR. COUNTRYMAN: Object to the form.
12:41:41 7 BY MR. KAHN:
12:41:41 8 Q And that's the way it had been the entire
12:41:43 9 time you'd been at McCabe Trotter?
12:41:44 10 A What?
12:41:44 11 Q That the --
12:41:45 12 A That they charged different amounts?
12:41:49 13 Q Right. For the work associated for sending
12:41:51 14 out these documents related to the liens.
12:41:53 15 A Right.
12:41:53 16 MR. COUNTRYMAN: Object to the form.
12:41:40 17 BY MR. KAHN:
12:41:40 18 Q All right. And the amount the law firm was
12:41:55 19 charging the homeowner associations if they were
12:41:58 20 managed by MJS properties was $50 for --
12:42:02 21 A Right.
12:42:02 22 Q In attorney's fees?
12:42:03 23 A There's a lien retainer fee of $50 for MJS.
12:42:06 24 Q Okay. For MJS managed properties?
12:42:08 25 A Well, yeah. That's -- that's what I'm

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12:42:09 1 saying, MJS managed properties.
12:42:12 2 Q Okay. Well, do you understand why I'm making
12:42:13 3 that distinction?
12:42:15 4 A No. It's fine.
12:42:15 5 Q Does that make sense?
12:42:16 6 A Yeah.
12:42:16 7 Q Because MJS doesn't -- does MJS own any of
12:42:19 8 the property?
12:42:19 9 A No.
12:42:19 10 Q All right. They're a management company --
12:42:21 11 A Right.
12:42:21 12 Q -- for homeowner associations?
12:42:22 13 A Right.
12:42:23 14 Q And if the property was managed by MJS, then
12:42:28 15 McCabe Trotter had a different rate for them for
12:42:33 16 attorney's fees.
12:42:33 17 A From other clients.
12:42:35 18 Q For non-MJS managed properties?
12:42:38 19 A Yes.
12:42:38 20 Q Do you know why?
12:42:39 21 A I don't know why.
12:42:41 22 Q Okay. Were they doing that while you were at
12:42:44 23 Rodgers Townsend?
12:42:45 24 A Yes.
12:42:45 25 Q Do you know why?

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12:42:46 1 A I don't know why.
12:42:47 2 Q Was there any kind of special relationship
12:42:50 3 between either Ryan McCabe and the person who owns MJS
12:42:53 4 or --
12:42:54 5 A I have no idea.
12:42:55 6 Q Okay. Do you know how many properties or
12:42:57 7 around how many properties MJS managed?
12:43:00 8 A Oh, my God, no. There was a lot.
12:43:02 9 Q Right. Over 100?
12:43:07 10 A I don't know.
12:43:08 11 Q Okay.
12:43:08 12 A I can't --
12:43:08 13 Q It's okay. If you don't know, you don't
12:43:10 14 know.
12:43:10 15 A I mean --
12:43:11 16 Q I don't want you to guess. If you don't
12:43:12 17 know, you don't know.
12:43:13 18 A Yeah.
12:43:17 19 Q All right. The -- I want to show you what
12:43:54 20 I'm going to mark as Plaintiff's Exhibit No. 4, which
12:44:02 21 is a document that's been Bates stamped No. MTB Supp
12:44:07 22 011327.
12:44:11 23 (NOTICE OF CONSUMER'S RIGHT TO CURE LETTER
12:44:11 24 MARKED PLAINTIFF'S EXHIBIT NO. 4 FOR I.D.)
12:44:11 25 BY MR. KAHN:

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12:44:11 1 Q And if you look at the second page -- is this
12:44:16 2 a document that you would have printed as well?
12:44:19 3 A Yes.
12:44:19 4 MR. COUNTRYMAN: Okay, Sheri, I'm going to
12:44:20 5 talk to you about this before you answer questions
12:44:21 6 about it.
12:44:22 7 MR. KAHN: All right. Again, I think that
12:44:23 8 violates the rules.
12:44:26 9 VIDEOGRAPHER: We will now go off the record.
12:44:28 10 The time is approximately 12:45 p.m.
12:47:14 11 (The deposition recessed briefly.)
12:47:14 12 VIDEOGRAPHER: We are now back on the record.
12:47:15 13 The time is approximately 12:48 p.m.
12:47:20 14 BY MR. KAHN:
12:47:20 15 Q All right. What -- what did you all talk
12:47:21 16 about this time?
12:47:22 17 MR. COUNTRYMAN: Don't answer that. It's
12:47:24 18 privileged.
12:47:28 19 BY MR. KAHN:
12:47:28 20 Q Well, what did you talk about?
12:47:29 21 MR. COUNTRYMAN: Don't answer that. It's
12:47:31 22 attorney-client privileged.
12:47:37 23 BY MR. KAHN:
12:47:37 24 Q Did he ask you anything about whether or not
12:47:43 25 this document has anything to do with your

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12:47:46 1 representation or with him representing you or his
12:47:48 2 claim that he represents you?
12:47:49 3 MR. COUNTRYMAN: Don't answer that question.
12:47:51 4 It's attorney-client privileged.
12:47:54 5 BY MR. KAHN:
12:47:54 6 Q When you look at Plaintiff's Exhibit No. 4,
12:47:56 7 do you see where it says "SLS"?
12:47:58 8 A Yes.
12:47:58 9 Q All right. So this is a document you would
12:48:00 10 have printed?
12:48:01 11 A Yes.
12:48:01 12 Q And do you see where it says "$75" for
12:48:04 13 attorney's fees?
12:48:05 14 A Yes.
12:48:05 15 Q And that's also Oakbrook?
12:48:06 16 A That's what?
12:48:07 17 Q Also Oakbrook Commons?
12:48:09 18 A Yes.
12:48:09 19 Q Is this the same association, homeowner
12:48:13 20 association, as identified in Plaintiff's Exhibits 2
12:48:16 21 and 3?
12:48:17 22 A I'll have to look --
12:48:18 23 Q I understand. Please look.
12:48:20 24 A This is Exhibit 3, Exhibit 2, yes. It is.
12:48:25 25 Q Do you know why attorney's fees of $75 is

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12:48:28 1 listed in -- on January 5th of 2015 on this document,
12:48:33 2 Plaintiff's Exhibit No. 4?
12:48:35 3 A Do I know why what? That amount's different?
12:48:38 4 Q Attorney's fees of $75 is listed. Do you
12:48:40 5 know why that is?
12:48:41 6 A I do not.
12:48:45 7 Q How does the attorney's fees number work in
12:48:48 8 you all's system? Is it something you would enter or
12:48:53 9 is automatically set up when the homeowner association
12:48:56 10 first comes to the law firm to be a client?
12:49:01 11 Do you know what I'm asking?
12:49:03 12 A Yes.
12:49:04 13 Q Well, let's do it this way: Typically, would
12:49:11 14 that be something the lawyer would enter as a number,
12:49:13 15 or would you as a staff member enter that number for
12:49:16 16 attorney's fees?
12:49:18 17 A If I remember correctly, I think we entered
12:49:19 18 that number.
12:49:20 19 Q "We" being the staff?
12:49:21 20 A Yes.
12:49:21 21 Q Okay. Do you know why you would have entered
12:49:23 22 $75 in attorney's fees as being owed on January 5th,
12:49:28 23 2015, for a homeowner in Oakbrook?
12:49:33 24 A I have no idea. I --
12:49:34 25 Q All right.

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12:49:35 1 A I don't know. There's got to be some reason.
12:49:38 2 I don't know what that reason is.
12:49:40 3 Q All right. Well, is that the kind of
12:49:47 4 information -- would Stephanie have looked at this
12:49:49 5 letter and determined whether or not that was proper
12:49:50 6 before the letter goes out or not?
12:49:53 7 A Yeah. She would have reviewed the document
12:49:56 8 before it went out.
12:49:57 9 Q Okay. So Stephanie Trotter would have
12:50:00 10 determined that Plaintiff's Exhibit Nos. 2 and 3, which
12:50:03 11 list attorney's fees of $60, would be a proper amount
12:50:06 12 of attorney's fees to charge for the work associated
12:50:09 13 with pursuing a lien?
12:50:11 14 A She would review the document, yup, before it
12:50:13 15 went out.
12:50:16 16 Q All right. Do you know why this document is
12:50:19 17 $15 more for attorney's fees than the other two
12:50:22 18 documents?
12:50:23 19 A I don't know.
12:50:24 20 Q All right. If you don't know, you don't
12:50:25 21 know.
12:50:26 22 And do you see those numbers, where it says
12:50:28 23 "91 7199," along the top?
12:50:31 24 A Yeah. I know what that is.
12:50:33 25 Q All right. And what is that?

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12:50:33 1 A The --
12:50:36 2 Q Registered?
12:50:37 3 A Yeah. Certified-registered-receipt thing
12:50:39 4 that we used to use.
12:50:43 5 Q All right. Sure. And that would --
12:50:43 6 basically what that is, is that's a number --
12:50:43 7 A It's a tracker.
12:50:43 8 Q -- a sticky number --
12:50:44 9 A Yeah.
12:50:44 10 Q -- that would come off the certified --
12:50:49 11 A Sticker, kind of label.
12:50:50 12 Q -- label that you all would send out, that
12:50:52 13 would go on the letter.
12:50:53 14 A Yup.
12:50:53 15 Q You would slap it onto the document you
12:50:55 16 printed in order to keep up with whether or not it had
12:50:57 17 been delivered or received by the homeowners?
12:51:01 18 A Correct.
12:51:16 19 Q All right. I'm going to hand you a document
12:51:17 20 that's been produced in this case, Plaintiff's Exhibit
12:51:20 21 No. 5, which is dated January 25th, 2015.
12:51:27 22 MR. KAHN: Here you go, Andy.
12:51:27 23 (NOTICE OF CONSUMER'S RIGHT TO CURE LETTER
12:51:27 24 MARKED PLAINTIFF'S EXHIBIT NO. 5 FOR I.D.)
12:51:27 25 BY MR. KAHN:

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12:51:27 1 Q Is that your initials on the second page?
12:51:29 2 MR. COUNTRYMAN: Yeah. I'm going to talk to
12:51:30 3 you about this, Sheri, before you answer any questions
12:51:32 4 about it.
12:51:36 5 VIDEOGRAPHER: This concludes Video No. 1 in
12:51:39 6 the video deposition of Sheri L. Self. The time is
12:51:42 7 approximately 12:52 p.m. We are now off the record.
12:53:41 8 (The deposition recessed briefly.)
12:53:41 9 VIDEOGRAPHER: We are now back on the record.
12:53:42 10 Today's date is January 24th, 2019. The time is
12:53:46 11 approximately 12:54 p.m. This is Video No. 2 in the
12:53:50 12 video deposition of Sheri L. Self
12:53:53 13 MR. KAHN: All right. Again, over my
12:53:55 14 objection, he walked out and talked with the lawyer
12:54:00 15 (sic). I don't think he's allowed to do that. He has
12:54:03 16 a different opinion about that. We can let the judge
12:54:05 17 deal with it.
12:54:05 18 BY MR. KAHN:
12:54:05 19 Q What -- what did you all talk about?
12:54:07 20 MR. COUNTRYMAN: Don't answer that under
12:54:09 21 attorney-client privilege.
12:54:10 22 BY MR. KAHN:
12:54:10 23 Q This is a document you created or printed?
12:54:15 24 A Yeah, it's a document I printed.
12:54:17 25 Q Do you see it's dated January 5th, 2015?

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12:54:20 1 A Yes.
12:54:21 2 Q To Oakbrook?
12:54:23 3 A Yes.
12:54:23 4 Q And the amount of attorney's fees listed is
12:54:26 5 $85.88; right?
12:54:29 6 A Right.
12:54:29 7 Q Do you know why these documents have
12:54:30 8 different amounts for attorney's fees listed for the
12:54:33 9 exact same homeowner association?
12:54:38 10 A I don't remember why.
12:54:40 11 Q Okay.
12:54:40 12 A But there has to be a reason. I mean --
12:54:42 13 Q I don't know.
12:54:44 14 A -- I wouldn't have just entered them in, "Oh,
12:54:46 15 hey," no.
12:54:47 16 Q I understand.
12:54:49 17 Do you -- would it have been at Sheri's (sic)
12:54:52 18 direction that you entered these different numbers?
12:54:54 19 MR. COUNTRYMAN: Objection.
12:54:55 20 A (Continuing) No. No. Definitely not.
12:54:57 21 Q Okay. Well, you're telling me that --
12:55:01 22 MR. KAHN: Did I say "Sheri"?
12:55:01 23 MR. COUNTRYMAN: Yes.
12:55:02 24 BY MR. KAHN:
12:55:02 25 Q I'm sorry. I -- I should have said

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12:55:04 1 "Stephanie."
12:55:04 2 A. Yeah. 'Cause I'm Sheri.
12:55:05 3 Q I understand that.
12:55:06 4 A So no.
12:55:07 5 Q I need to write that down. Sorry. That was
12:55:07 6 my fault.
12:55:08 7 All right. Would you have entered these
12:55:10 8 attorney's fees at Stephanie's direction?
12:55:13 9 A Yes.
12:55:13 10 Q Do you know why she had you enter different
12:55:16 11 amounts for attorney's fees for the same work?
12:55:19 12 MR. COUNTRYMAN: Object to the form.
12:55:21 13 A (Continuing) I don't know why these numbers
12:55:23 14 are the way they are. I -- I mean, she had her --
12:55:28 15 she -- she knew why. And I did what she told me to do.
12:55:34 16 Q Okay. I don't -- I don't doubt that.
12:55:35 17 A I mean --
12:55:36 18 Q I just didn't know if you know why you
12:55:37 19 entered these numbers or not.
12:55:40 20 Did she share that information with you at
12:55:42 21 one point in time, or you don't know?
12:55:44 22 A Most likely.
12:55:45 23 Q Okay. You agree that there are three -- how
12:55:51 24 many different set of notices? $60 number --
12:55:54 25 A Yeah.

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12:55:54 1 Q -- a $75 number and $85.88 number --
12:55:59 2 A Yes.
12:55:59 3 Q -- for the exact same homeowner
12:56:00 4 association --
12:56:00 5 A Yes.
12:56:01 6 Q -- during basically the same period of time?
12:56:03 7 A Yup.
12:56:04 8 Q And is one of them right, all of them wrong,
12:56:08 9 some of them right, or --
12:56:08 10 A They're all right.
12:56:09 11 Q They're all right?
12:56:10 12 A Most likely they're right.
12:56:11 13 Q Okay. And why is that? Because that's the
12:56:13 14 attorney's fees that the law firm was charging the
12:56:16 15 association for the work related to --
12:56:18 16 A Because that is what Stephanie directed me to
12:56:21 17 do.
12:56:24 18 Q Okay. All right.
12:56:29 19 A I mean, I don't know why I put those numbers
12:56:34 20 in, but I know there's a reason.
12:56:35 21 Q You don't know the reason?
12:56:37 22 A I don't remember the reason.
12:56:37 23 Q Okay. I -- I just didn't hear you. No
12:56:39 24 problem.
12:56:40 25 A Yup. I don't remember the reason.

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12:56:41 1 Q All right. I'm going to hand you a document
12:57:15 2 I'm marking as Plaintiff's Exhibit No. 6, which is a
12:57:23 3 previously produced document in this case, MTB Class
12:57:26 4 Production. It's like four zeroes, 2813, and some
12:57:29 5 other documents behind it, going through 2820 as
12:57:36 6 Plaintiff's Exhibit No. 6.
12:57:35 7 (DEMAND PACKAGE MARKED PLAINTIFF'S EXHIBIT NO.
12:57:35 8 6 FOR I.D.)
12:57:37 9 MR. KAHN: Let me double -- what was the
12:57:42 10 first number? Let me make sure it's the right one.
12:57:44 11 THE WITNESS: 6 --
12:57:44 12 MR. COUNTRYMAN: 2813.
12:57:47 13 MR. KAHN: Hold on a second.
12:57:47 14 BY MR. KAHN:
12:57:47 15 Q Let me look.
12:57:47 16 A 2813.
12:57:48 17 MR. KAHN: Okay. Do you have the same one?
12:57:51 18 MR. COUNTRYMAN: Yeah. Through 2820.
12:57:55 19 BY MR. KAHN:
12:57:55 20 Q Okay. All right. Can you tell me, by
12:57:59 21 looking at it, is this a document you would have
12:58:01 22 created?
12:58:02 23 MR. COUNTRYMAN: Sheri, I'm going to talk to
12:58:03 24 you about this because it has not been properly
12:58:05 25 identified under the rule before today's deposition.

12:58:07 1 MR. KAHN: It has been produced in discovery.
12:58:10 2 You're not allowed to talk with her about it.
12:58:12 3 MR. COUNTRYMAN: Wrong.
12:58:13 4 MR. KAHN: We'll let a judge take it up.
12:58:14 5 MR. COUNTRYMAN: Sure.
12:58:15 6 C'mon, Sheri.
12:58:15 7 VIDEOGRAPHER: We will now go off the record.
12:58:16 8 The time is approximately 12:59 p.m.
13:01:41 9 (The deposition recessed briefly.)
13:01:41 10 VIDEOGRAPHER: We are now back on the record.
13:01:42 11 The time is approximately 1:02 -- excuse me -- 1:02
13:01:46 12 p.m.
13:01:47 13 BY MR. KAHN:
13:01:47 14 Q What did you all talk about this time?
13:01:49 15 MR. COUNTRYMAN: Don't answer that. It's
13:01:51 16 privileged.
13:01:51 17 MR. KAHN: All right. We'll let a judge deal
13:01:52 18 with that. I won't pursue that anymore.
13:01:54 19 BY MR. KAHN:
13:01:54 20 Q I've handed you what's been marked as
13:01:56 21 Plaintiff's Exhibit No. 6. Can you tell, by looking
13:01:57 22 at it, this is a document that you would have printed?
13:02:01 23 A Well, let me look.
13:02:07 24 Q Sure.
13:02:08 25 A It would have my initials on it, I would

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13:02:10 1 think.
12:57:36 2 Q All right. I'm looking at Bates No. 2816 at
13:02:11 3 the bottom right, MTB Class Production four zeroes
13:02:11 4 2816.
13:02:11 5 A Yes.
13:02:15 6 Q All right. Do you see where I am?
13:02:17 7 A Yeah. 2816?
13:02:18 8 Q Yes, ma'am.
13:02:19 9 A Yeah.
13:02:19 10 Q And you see by looking at that, where it says
13:02:21 11 "SCT/SLS," you can tell this is a document that you
13:02:26 12 would have printed?
13:02:27 13 A Yes.
13:02:27 14 Q All right. Earlier you were asking about,
13:02:28 15 "Where's the rest of the package?" or something like
13:02:30 16 that?
13:02:31 17 A Yeah. And this is it.
13:02:33 18 Q I understand. And that's -- we're -- we were
13:02:33 19 getting there. And here's my question to you. This is
13:02:36 20 a -- well, how would you -- what would you call this
13:02:38 21 set of documents? Did you have a name for them -- or
13:02:41 22 what did you call them?
13:02:41 23 A Demand letter.
13:02:42 24 Q "Demand letter."
13:02:43 25 All right. So, in your mind, the demand

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13:02:45 1 letter consists of not only --
13:02:46 2 A And notice of lien, demand letter and notice
13:02:49 3 of lien.
13:02:49 4 Q Okay. All right. So --
13:02:53 5 A Demand package.
13:02:54 6 Q Okay. Thank you.
13:02:54 7 All right. We'll call this "the demand
13:02:56 8 package." And is Plaintiff's Exhibit No. 6 typical of
13:02:58 9 the kinds of demand packages that you would print after
13:03:01 10 receiving an email from a homeowner association or
13:03:04 11 management company saying, file a notice of lien, and
13:03:06 12 here's the current homeowners's account statement?
13:03:10 13 A Yup.
13:03:10 14 Q Yes?
13:03:11 15 A This is the type of document, yes.
13:03:13 16 Q All right. So typically something like
13:03:15 17 Plaintiff's Exhibit No. 6 would be printed by you or
13:03:18 18 one of the other members of the lien team for -- or
13:03:23 19 that would go in the lien box?
13:03:25 20 A Yes.
13:03:25 21 Q With the property card and the --
13:03:28 22 A Statement.
13:03:31 23 Q -- homeowner association --
13:03:31 24 A Invoice or whatever.
13:03:32 25 Q -- account statement --

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13:03:33 A Yeah.
13:03:34 Q -- of the homeowner?
13:03:34 A Right.
13:03:35 Q The current one?
13:03:36 A Yes.
13:03:36 Q Okay. So my question to you is typically, when you printed it, is this the order it would be printed to present to the lawyer, or would you put it at this order?
13:03:49 That is, would the signature page be on top for the lawyer to sign with the other documents below it? Is that typically how it was done?
13:04:00 A Trying to get me to remember some stuff?
13:04:01 Q That's all right. I just -- I just didn't know if this reminds you.
13:04:03 Because, to me, what I was -- what I was trying to figure out is how would a lawyer know where to sign something unless it was either identified with a little sticky note or sawed off on top?
13:04:11 A I think it -- I think we put these on top, if I remember correctly.
13:04:14 Q Sure. Well, that would make sense.
13:04:16 A I mean --
13:04:16 Q It's easier for the lawyer to get to the top page; right?

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13:04:19 1 A Right. Yeah. That would be the common-sense
13:04:21 2 way to do it. So...
13:04:24 3 Q Okay.
13:04:24 4 A I mean, you know.
13:04:25 5 Q That's --
13:04:26 6 A Most likely that's how we did it, but...
13:04:28 7 Q No problem. And that's -- and thank you for
13:04:29 8 saying that. And that's fine.
13:04:30 9 So most likely, typically when you printed
13:04:33 10 one of these demand packages --
13:04:35 11 A Yes.
13:04:36 12 Q -- the notice-of-lien page would be on top
13:04:38 13 for the lawyer to sign?
13:04:40 14 A Along with the other documents, yes.
13:04:43 15 Q Okay. And those would be below?
13:04:44 16 A No. Those would be on top.
13:04:46 17 Q All right. When you say the other documents
13:04:47 18 on top, now I'm confused.
13:04:47 19 A That's the property card and these -- the
13:04:50 20 statement.
13:04:51 21 Q Thank you. All right.
13:04:52 22 A That would be on top of this.
13:04:53 23 Q Thank you.
13:04:53 24 All right. So typically, the demand package,
13:04:58 25 what you're holding as Plaintiff's Exhibit No. 6, would

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13:05:01 1 be printed in this order, on top of it, meaning --
13:05:04 2 well, it may not be printed in this order just --
13:05:06 3 A I mean we would put in this order, yes.
13:05:08 4 Q Thank you. All right. So typically, when
13:05:10 5 you're presenting the lien package to Stephanie for her
13:05:14 6 signature --
13:05:16 7 A Yes.
13:05:16 8 Q -- you would put these documents in this
13:05:18 9 order as shown on Plaintiff's Exhibit No. 6. On top of
13:05:22 10 them would be the property card from the county web
13:05:27 11 page you went to?
13:05:28 12 A Right.
13:05:28 13 Q Along with the current homeowner
13:05:31 14 account-statement from the homeowner association?
13:05:32 15 A Correct.
13:05:33 16 Q Okay. And that would comprise the package
13:05:37 17 you would present to the lawyer for each homeowner?
13:05:41 18 A Right. It would be on top of these
13:05:43 19 documents, yes.
13:05:44 20 Q Okay. When you say "these documents,"
13:05:45 21 Plaintiff's Exhibit No. 6?
13:05:47 22 A Yes.
13:05:47 23 Q All right. The -- now, what would happen to
13:05:50 24 the property card and current account statement? I
13:05:54 25 thought somebody said they were shredded, but you tell

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13:05:57 1 me if that makes sense.
13:05:58 2 What would happen to those extra documents
13:06:00 3 that were on top of this?
13:06:02 4 A Oh, my God.
13:06:02 5 Q Do you remember?
13:06:03 6 A I think we shredded them.
13:06:06 7 Q Okay. I'm just -- I didn't know if you all
13:06:06 8 did something with them or kept them or typically --
13:06:09 9 A I don't know if we scanned them in or not. I
13:06:11 10 don't remember.
13:06:11 11 Q Okay. All right. You would have an email of
13:06:14 12 them already?
13:06:15 13 A I don't think we scanned them in. I think we
13:06:17 14 only scanned in the statements --
13:06:19 15 Q The homeowner --
13:06:20 16 A -- if we needed to.
13:06:20 17 Q All right. And I understood the homeowner
13:06:23 18 account statement would come in by email?
13:06:25 19 A Right.
13:06:26 20 Q Would you, then, take that attachment as part
13:06:28 21 of the email and put it into you all's system, or would
13:06:32 22 you all print it and then scan it in? If you remember.
13:06:35 23 A It would -- I guess it would depend, you
13:06:38 24 know, if we needed a breakdown or not; so --
13:06:40 25 Q Okay.

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13:06:42 A I mean, yeah.
13:06:43 Q All right. So this notice of lien would
13:06:55 be -- I also notice there's some bar codes to the left?
13:06:58 A Oh. Yeah. Yeah. Yeah.
13:07:00 Q I've seen some documents -- I think that's
13:07:04 why I printed these -- where the bar code did not
13:07:07 appear for the same thing. Do you know why that is?
13:07:10 Would something print with the bar code
13:07:12 versus something not with the bar code or --
13:07:14 A Depends on -- I would -- around a certain
13:07:15 time is when we added the bar code.
13:07:18 Q All right.
13:07:18 A So those -- those might not have been
13:07:21 generated.
13:07:21 Q Well, here. I'll show you.
13:07:22 A I don't know.
13:07:23 Q I'm going to hand you what I'll call the
13:07:26 nonbar -- let me just --
13:07:27 A The --
13:07:28 Q Hold on. Hold on. Let me just -- I want to
13:07:31 identify it and give it to Mr. Countryman first. Let's
13:07:33 make sure I've got the right documents.
13:07:36 Right here is -- and -- and please look at it
13:07:39 and see, I believe this is the equivalent of --
13:07:44 A May 2015?

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13:07:45 1 Q Plaintiff's Exhibit -- and go through it,
13:07:46 2 page by page. It appears to me to be an unsigned
13:07:49 3 version of what --
13:07:54 4 A Yes.
13:07:54 5 Q Okay. And --
13:07:55 6 A That's what it looks like.
13:07:56 7 Q But it doesn't have a bar code on it.
13:07:58 8 A No.
13:07:58 9 Q All right.
13:07:59 10 A I guess it wasn't set up in the system that
13:08:02 11 way for this association. I don't know.
13:08:04 12 Q This isn't a trick, but if you look at
13:08:06 13 Plaintiff's Exhibit No. 6 --
13:08:06 14 A Uh-huh.
13:08:06 15 Q -- it's the same thing as Plaintiff's -- as
13:08:08 16 what I'll mark as Plaintiff's Exhibit No. 7 without the
13:08:11 17 bar code. I'm just trying to understand why is that
13:08:14 18 is.
13:08:15 19 A I have -- I don't remember.
13:08:15 20 (DEMAND PACKAGE MARKED PLAINTIFF'S EXHIBIT
13:08:15 21 NO. 7 FOR I.D.)
13:08:15 22 BY MR. KAHN:
13:08:15 23 Q Okay. I just didn't know if -- is one
13:08:18 24 generated within the computer system and stays there,
13:08:21 25 and one is physically printed with a bar code?

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13:08:23 1 I'm trying to give you some maybe hints or
13:08:26 2 reminders --
13:08:28 3 A Oh, my God.
13:08:28 4 Q -- something to trigger your recollection.
13:08:33 5 What would you all use with the bar code?
13:08:35 6 Was it some kind of scanner thing? Do you all --
13:08:37 7 A Yeah. We scan these in, and it would save it
13:08:40 8 to the -- to the file, the physical file -- not the
13:08:42 9 physical file --
13:08:42 10 Q The electronic file.
13:08:43 11 A -- the electronic file.
13:08:44 12 Q Sure. All right. Well -- all right.
13:08:45 13 And do you have any -- I'm looking at -- I'm
13:08:47 14 looking at Plaintiff's Exhibit 6 and 7. And you tell
13:08:51 15 me, one appears to be an unsigned version that is
13:08:54 16 Plaintiff's Exhibit No. 7; and Plaintiff's Exhibit No.
13:08:57 17 6 appears to be a signed version --
13:08:59 18 A Right.
13:09:00 19 Q I'm sorry. I can't remember if I said that
13:09:02 20 right. Plaintiff's Exhibit No. 7 is an unsigned
13:09:04 21 version of the signed version of Plaintiff's Exhibit
13:09:07 22 No. 6. The only difference I see are a lack of
13:09:09 23 signatures and a bar code --
13:09:11 24 A Right.
13:09:14 25 Q -- that appears to, if you read it very

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13:09:16 1 carefully, the bar code, there's a number there that's
13:09:19 2 20121 -- I'm sorry -- 201200006E- -- it looks like a B.
13:09:31 3 A Yeah.
13:09:31 4 Q All right. Now, if we look at the unsigned
13:09:34 5 version, No. 7, those numbers appear there, where the
13:09:39 6 bar code is on No. 6.
13:09:41 7 So it seems to me that's some kind of -- is
13:09:44 8 that a client-file number or something? What -- what
13:09:46 9 would you all do with that? How was the system using
13:09:48 10 that number? Any ideas?
13:09:49 11 MR. COUNTRYMAN: Object to the form.
13:09:52 12 A (Continuing) I don't know why it's over here
13:09:53 13 like this. But I know why it's over here like this.
13:09:57 14 Q Okay. When you say "it's over here like
13:09:58 15 this," you're pointing to Plaintiff's Exhibit Number --
13:10:01 16 A I'm sorry. Yes.
13:10:01 17 Q Okay. Plaintiff's Exhibit No. 6, which the
13:10:01 18 bar-code version --
13:10:02 19 A Yes.
13:10:02 20 Q -- why is it like that with the bar-code
13:10:04 21 version?
13:10:05 22 A So when we scan it in, it'll automatically
13:10:07 23 save to the file.
13:10:09 24 Q Ah. The software you all have --
13:10:11 25 A Right.

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13:10:11 1 Q -- as part of the scanning software would
13:10:15 2 automatically recognize the bar code and send this
13:10:17 3 particular scan and associate it with the right client
13:10:21 4 file and homeowner file?
13:10:24 5 A Right. As long as we upload it, yeah.
13:10:26 6 Q Okay. That -- so as part of you all's
13:10:31 7 typical process and with the volume of documents that
13:10:34 8 you all were dealing with, you put bar codes on them,
13:10:36 9 so that when you scanned them, the computer system
13:10:38 10 would automatically separate the documents into filing
13:10:42 11 as part of your computer system, based on the bar code?
13:10:46 12 A If I remember correctly, yes.
13:10:47 13 Q Okay. All right. Now, this is a -- I'm
13:10:51 14 looking at Plaintiff's Exhibit No. 6 now. This is --
13:10:54 15 and you testified that you believe that on top of this
13:10:57 16 document would be the property card and the current
13:11:01 17 homeowner account statement?
13:11:02 18 A Yes.
13:11:02 19 Q Then Plaintiff's Exhibit No. 6 would be below
13:11:04 20 that, and all of this information would typically be
13:11:07 21 presented to or put into the lien box, and that box of
13:11:11 22 documents would then be provided to Stephanie?
13:11:14 23 A Correct.
13:11:15 24 Q All right. Now, when I look at Plaintiff's
13:11:17 25 Exhibit No. 6, I go to the third page, where it says

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13:11:21 1 "May 7th, 2015" -- I'm sorry. No. 6 is the one with
13:11:24 2 the bar code. Let's put -- I'm going to put 7 aside so
13:11:27 3 we don't --
13:11:29 4 A Go to where?
13:11:33 5 Q Page 3, which at the bottom right says
13:11:35 6 "2815."
13:11:36 7 A Okay.
13:11:38 8 Q And then, where you see at the top, the
13:11:40 9 certified-receipt numbers?
13:11:43 10 A Yes.
13:11:43 11 Q All right. And this is a document that you
13:11:45 12 all would have scanned into the system and you would
13:11:47 13 have generated?
13:11:48 14 A Right.
13:11:49 15 Q All right. And this is one of these demand
13:11:52 16 letters we've been talking about?
13:11:53 17 A Right.
13:11:54 18 Q Do you see where the attorney's fees is
13:11:55 19 listed as "$250"?
13:11:57 20 A Yes.
13:11:58 21 Q Do you know why it's listed as $250?
13:12:08 22 A It looks like it's -- it was a master
13:12:09 23 account. So...
13:12:11 24 Q I don't know what that means. What's a
13:12:14 25 master account?

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13:12:16 1 A It's been so long ago. You're asking me
13:12:19 2 stuff. I mean, I don't remember how much we charged
13:12:22 3 for the sub.
13:12:24 4 Okay. "Master" -- I'm sorry.
13:12:26 5 Q Sure. That's --
13:12:26 6 A I know. I know. I know.
13:12:27 7 Q Okay.
13:12:27 8 A I'm getting into it. So, like, with Tanner
13:12:33 9 master, I think, from what I remember -- this is, you
13:12:36 10 know, hard for me to remember.
13:12:38 11 Q Sure. This is going back about
13:12:39 12 three-and-a-half years?
13:12:40 13 A Yeah.
13:12:41 14 Q I understand.
13:12:42 15 A So you probably know what a master and sub
13:12:46 16 is. But pretty much it's a neighborhood where they
13:12:48 17 charged, from what I understand, the master, then they
13:12:54 18 would have a subassociation.
13:13:01 19 Q Okay. I don't know what you're saying. So
13:13:02 20 let me see if I --
13:13:04 21 A I don't -- I don't remember.
13:13:04 22 Q Okay.
13:13:05 23 A I really do not remember.
13:13:06 24 Q That's fine.
13:13:07 25 A Okay? All I know is that there was a sub and

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there was a master.

Q. All right. When you're talking about a sub and a master, you're talking about the neighborhood itself had a subdivision within the larger -- I don't know what you're --

A I think so.

Q I just didn't know if --

A I know. I know.

Q Here's what I don't know in terms of the term: Sometimes I think about a "sub" as being somebody who works for a general contractor --

A Right. That's just what we called it.

Q -- in the construction field.

And are -- you're not using it like that, I guess.

A No.

Q All right. That's why I'm just trying to --

A I know. I understand.

Q Okay. All right.

A I don't remember what -- the associations that went with Tanner master.

Q I see "Tanner Plantation Master Association" as the name appearing there.

A Right.

Q All right. When you say "Tanner master," is

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13:13:56 1 that the same thing, or is that something different?
13:13:57 2 A No. It's the same. Tanner -- Tanner
13:13:59 3 Plantation Master. It's the same.
13:14:05 4 Q All right. Do you know why that $250 in
13:14:08 5 attorney's fees is listed as being owed by the
13:14:11 6 homeowner?
13:14:15 7 A I don't recall. I mean, that's -- that's
13:14:18 8 what we charged.
13:14:19 9 Q Okay. So McCabe Trotter is charging the
13:14:22 10 homeowner $250 to collect assessments of $70?
13:14:27 11 MR. COUNTRYMAN: Object to the form.
13:14:28 12 A (Continuing) Yup.
13:14:29 13 Q Okay. Do you know why $250 in attorney's
13:14:35 14 fees is being charged to someone to collect $70 in
13:14:39 15 assessments?
13:14:41 16 A No.
13:14:41 17 Q Okay. All right. Later on, if you remember,
13:14:45 18 will you let me know? Would -- Yes?
13:14:49 19 A Yes.
13:14:49 20 Q All right. Is this $250 --
13:14:51 21 A Sorry.
13:14:51 22 Q That's all right.
13:14:51 23 Is this $250 a number that Stephanie would
13:14:54 24 have told you to enter into the system?
13:14:58 25 A Yes.

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13:14:58 1 Q Do you know why Stephanie is using the number
13:15:02 2 of $250 for attorney's fees at around the same time the
13:15:06 3 law firm is also using $60 and 70 or $75 and $88?
13:15:12 4 A Probably something to do with the -- the
13:15:13 5 covenants or something. I don't remember. I mean,
13:15:18 6 I'm -- I'm certain it's something to do -- I don't know
13:15:23 7 what the reason is.
13:15:23 8 Q All right. There you go. If you don't know,
13:15:25 9 you don't know. Don't guess.
13:15:26 10 A Okay.
13:15:27 11 Q How's that?
13:15:27 12 A Yup. Don't know.
13:15:28 13 Q All right. So is it fair to say you don't
13:15:30 14 know why Stephanie is telling you to use different
13:15:33 15 amounts for attorney's fees for these various
13:15:34 16 documents?
13:15:35 17 A I don't know.
13:15:36 18 Q Okay.
13:15:36 19 A I don't remember.
13:15:38 20 Q Okay.
13:15:39 21 A I mean, that's the main thing.
13:15:40 22 Q All right. Do you see where it says
13:15:47 23 "Currently you owe $352.11 for community association
13:15:52 24 assessments and related charges as follows"? Do you
13:15:54 25 see that?

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13:15:55 1 A Yes.
13:15:55 2 Q Do you understand, when you look at the
13:15:58 3 homeowner association statement account of the
13:16:02 4 homeowner --
13:16:02 5 A Uh-huh.
13:16:03 6 Q -- that the $250 in attorney's fees would not
13:16:05 7 appear there?
13:16:06 8 A Right.
13:16:06 9 Q Okay. So the law firm is stating an amount
13:16:09 10 of attorney's fees as being owed. It does not appear
13:16:13 11 on the homeowner association account statement.
13:16:15 12 Is that right?
13:16:15 13 A No.
13:16:16 14 Q That's not right, or that is right?
13:16:19 15 A That is right.
13:16:20 16 Q Okay.
13:16:20 17 A That it's not -- it doesn't appear on the
13:16:21 18 statement.
13:16:22 19 Q Okay. So the law firm is telling the
13:16:24 20 homeowner they owe attorney's fees and amounts that do
13:16:27 21 not appear on the homeowner account statement?
13:16:29 22 A Right. At that time.
13:16:34 23 Q Okay. You said "at that time"?
13:16:35 24 A I think so. I don't know.
13:16:36 25 Q Okay. Well, we'll get to some.

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13:16:38 1 A I think. I don't remember.
13:16:39 2 Q All right. Well, typically, when you got the
13:16:42 3 email from the homeowner association --
13:16:44 4 A Right.
13:16:45 5 Q -- it would not have on it an amount for --
13:16:47 6 A What we charge.
13:16:48 7 Q -- an amount for attorney's fees; right?
13:16:51 8 A Right. That's correct.
13:16:51 9 Q So when the law firm is sending out a letter
13:16:54 10 like this to the homeowner, you're telling the consumer
13:16:58 11 that there are attorney's fees that appear on their
13:17:02 12 account. Right?
13:17:03 13 MR. COUNTRYMAN: Object to the form.
13:17:05 14 A (Continuing) There's attorney's fees, yup.
13:17:08 15 Q Okay. Even though those attorney's fees do
13:17:10 16 not appear on the homeowner account; is that right?
13:17:13 17 A On their statement, no.
13:17:14 18 Q Is that -- am I right?
13:17:15 19 A Right.
13:17:16 20 Q All right. So -- because there's been a
13:17:16 21 bunch of no's and yes's. Let's make sure we're on the
13:17:18 22 same page.
13:17:18 23 A Okay.
13:17:18 24 Q The law firm at the time it is sending a
13:17:22 25 letter to the consumer stating that there is $250 owed

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13:17:27 1 because it's on the homeowner account, that amount does
13:17:31 2 not appear on the homeowner account; is that right?
13:17:33 3 MR. COUNTRYMAN: Object to the form. That's
13:17:34 4 not what she said.
13:17:35 5 A (Continuing) It's -- right. It's not on the
13:17:36 6 statement.
13:17:37 7 MR. KAHN: Hold on. The rules are very
13:17:38 8 clear. That's an instruction --
13:17:38 9 MR. COUNTRYMAN: Justin, we've already
13:17:40 10 stipulated that the attorney --
13:17:41 11 MR. KAHN: No, sir. Stop it.
13:17:41 12 MR. COUNTRYMAN: -- I don't care what you
13:17:41 13 say, man.
13:17:42 14 MR. KAHN: The rules do not allow you --
13:17:42 15 MR. COUNTRYMAN: You can talk over me all you
13:17:43 16 want. That's fine.
13:17:44 17 MR. KAHN: It's not --
13:17:44 18 MR. COUNTRYMAN: You're mischaracterizing
13:17:46 19 what she said and slipping words in there and making it
13:17:49 20 different than what she actually said.
13:17:51 21 Just conduct a fair deposition.
13:17:53 22 MR. KAHN: The rule -- I asked you --
13:17:53 23 MR. COUNTRYMAN: I don't need you to tell me
13:17:55 24 what the rules say.
13:17:55 25 MR. KAHN: -- to not violate --

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13:17:55 1 MR. COUNTRYMAN: You can ask her a question
13:17:56 2 if you want to.
13:17:58 3 MR. KAHN: I've asked her a question, and you
13:17:59 4 are interrupting and stating things improperly, which
13:18:03 5 are in clear violations of the rules.
13:18:05 6 MR. COUNTRYMAN: Sounds good.
13:18:06 7 MR. KAHN: If you have an objection, then
13:18:07 8 state it, and I'll go from there.
13:18:09 9 MR. COUNTRYMAN: I object to the question you
13:18:10 10 asked her because it mischaracterized what she said,
13:18:14 11 and you slid words in there that she didn't say. I
13:18:18 12 think that's misleading, unfair, and deceptive.
13:18:24 13 MR. KAHN: Your extraneous comments are
13:18:26 14 specifically prohibited by the South Carolina Supreme
13:18:28 15 Court and under the rules.
13:18:29 16 MR. COUNTRYMAN: Then call somebody. Take
13:18:30 17 somebody up. That's fine.
13:18:32 18 MR. KAHN: I would ask you to refrain from
13:18:33 19 engaging in that conduct. I'm just asking as nice as I
13:18:37 20 can be and as civil as I can.
13:18:39 21 BY MR. KAHN:
13:18:39 22 Q In terms of Plaintiff's Exhibit No. 6, when
13:18:42 23 you get in the homeowner account statement that is used
13:18:47 24 to generate these form letters, that statement would
13:18:50 25 not contain an amount for attorney's fees; right?

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13:18:54 1 A Right. On the statement that we got, right.
13:18:57 2 Q Okay. Do you understand that following -- or
13:19:01 3 around the time that the law firm is sending out a
13:19:03 4 letter like this, it sends a bill for 50 or $65,
13:19:09 5 depending on whether it's an MJS managed property or
13:19:13 6 non-MJS managed property for the attorney's fees for
13:19:16 7 doing this work?
13:19:17 8 A Right.
13:19:18 9 Q Okay. So if the homeowner were to pull up or
13:19:21 10 have access to their account statement, they would see
13:19:26 11 that the attorney's fees listed on this letter are
13:19:31 12 greater than those appearing on their account statement
13:19:34 13 with the homeowner association; right?
13:19:36 14 A Okay. Yes.
13:19:37 15 Q All right. Do you know why the law firm is
13:19:40 16 telling the consumer that the attorney's fees are
13:19:45 17 greater than what the law firm is charging the
13:19:49 18 homeowner's association and what appears on the
13:19:51 19 homeowner's account statement?
13:19:53 20 A For one thing, they shouldn't be looking at
13:19:56 21 the statement on the -- on the system because they're
13:19:59 22 supposed to not be talking to the homeowner
13:20:01 23 association; they're supposed to be talking to the
13:20:03 24 attorneys. So there's really no reason for them to get
13:20:09 25 their balance from the homeowner's association.

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13:20:11 1 Q All right. So as part of this process, the
13:20:15 2 law firm wants to block the homeowner from having --
13:20:21 3 A I don't know -- I don't remember if they
13:20:22 4 blocked them.
13:20:22 5 MR. COUNTRYMAN: Let him finish his question
13:20:25 6 before you answer.
13:20:26 7 THE WITNESS: Okay. I'm sorry.
13:20:26 8 BY MR. KAHN:
13:20:26 9 Q Okay. You said the homeowner is not supposed
13:20:28 10 to be looking at their account statement. Why would
13:20:30 11 the homeowner not be allowed to look at their own
13:20:35 12 account statement? Who would stop them from doing
13:20:36 13 that?
13:20:36 14 A I don't know. All I know is that they're --
13:20:37 15 they're supposed to be referred to us.
13:20:38 16 Q Who's "they are supposed to be referred to
13:20:41 17 us"?
13:20:41 18 A Sorry.
13:20:42 19 Q That's all right.
13:20:42 20 A Homeowner association -- homeowners are
13:20:44 21 supposed to be referred to McCabe Trotter.
13:20:46 22 Q All right. So if the homeowner calls up the
13:20:48 23 homeowner's association and says, "I'd like to know why
13:20:51 24 the law firm is telling me I owe attorney's fees of
13:20:54 25 $250. Can I see my account statement," McCabe Trotter

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13:20:59 1 has instructed the homeowner association to tell the
13:21:02 2 consumer, "Call the law firm"?
13:21:03 3 MR. COUNTRYMAN: Object to the form.
13:21:04 4 A (Continuing) I think so.
13:21:05 5 Q Okay. Do you know why the law firm would
13:21:07 6 instruct the homeowner association to tell the consumer
13:21:13 7 not to look at their current account statement to
13:21:16 8 see what the real dues are?
13:21:16 9 A I don't think -- I don't think the --
13:21:20 10 McCabe's directed that. I think the homeowners -- I
13:21:23 11 don't remember.
13:21:23 12 Q Okay.
13:21:24 13 A I mean --
13:21:26 14 Q Your recollection is that, in general
13:21:27 15 terms -- or typically what's supposed to happen is if
13:21:30 16 the consumer has a question about these letters --
13:21:32 17 A Right.
13:21:32 18 Q -- and they call the homeowner association,
13:21:35 19 the law firm has told the homeowner association, "Have
13:21:38 20 the consumer call the law firm"?
13:21:39 21 A Right.
13:21:40 22 MR. COUNTRYMAN: Object to the form.
13:21:41 23 A (Continuing) If I remember correctly.
13:21:42 24 Q Okay. Do you know who at the law firm would
13:21:47 25 have instructed the homeowner association about that

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13:21:49 1 policy or rule?
13:21:50 2 A No. I've no idea.
13:21:51 3 Q Would it probably be Stephanie or Ryan
13:21:54 4 McCabe?
13:21:55 5 A Probably.
13:21:58 6 Q Okay. I'm just -- I'm showing you my hand
13:22:00 7 over your mouth. It just might make it harder for Teri
13:22:01 8 to take it down. That's all. I'm not trying to be --
13:22:08 9 THE WITNESS: Are you -- can you hear me
13:22:08 10 fine?
13:22:08 11 COURT REPORTER: Yes.
13:22:08 12 BY MR. KAHN:
13:22:08 13 Q Okay. Sorry. I just --
13:22:08 14 A I'm comfortable.
13:22:10 15 Q All right. No problem. You be comfortable.
13:22:11 16 A Sorry, you all.
13:22:12 17 Q Oh, no problem. You be comfortable. I just
13:22:12 18 was trying to avoid an issue, potentially. She --
13:22:19 19 A Okay.
13:22:19 20 Q No problem.
13:22:19 21 All right. The -- this is with Tanner
13:22:29 22 Plantation Master Association. I'm going to hand you
13:22:42 23 Plaintiff's Exhibit No. 8, which is a document dated
13:22:44 24 May 7, 2015.
13:22:47 25 MR. KAHN: Here's your copy.

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13:22:49 1 (NOTICE OF CONSUMER'S RIGHT TO CURE MARKED
13:22:49 2 PLAINTIFF'S EXHIBIT NO. 8 FOR I.D.)
13:22:49 3 BY MR. KAHN:
13:22:49 4 Q Do you see on the second page, are those your
13:22:52 5 initials there?
13:22:52 6 MR. COUNTRYMAN: Sheri, before you answer a
13:22:54 7 question, I'm going to talk to you about this document.
13:22:58 8 VIDEOGRAPHER: We'll now go off the record.
13:23:00 9 The time is approximately 1:23 p.m.
13:25:40 10 (The deposition recessed briefly.)
13:25:40 11 VIDEOGRAPHER: We are now back on the record.
13:25:41 12 The time is approximately 1:26 p.m.
13:25:43 13 BY MR. KAHN:
13:25:43 14 Q What did you all talk about?
13:25:45 15 MR. COUNTRYMAN: Don't answer that. It's
13:25:46 16 privileged.
13:25:47 17 MR. KAHN: Okay. We obviously have a
13:25:49 18 different point of view, as I've pointed out, and we'll
13:25:50 19 take it up with a judge.
13:25:52 20 BY MR. KAHN:
13:25:52 21 Q With Plaintiff's Exhibit No. 8, this is a
13:25:53 22 document you would have printed?
13:25:59 23 A Yes.
13:25:59 24 Q And this would be part of the demand package,
13:26:03 25 like we saw on Plaintiff's Exhibit No. 6?

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13:26:05 1 A Yes.
13:26:05 2 Q All right. Do you see where the attorney's
13:26:07 3 fees are listed as $250 on this document?
13:26:10 4 A Yes.
13:26:10 5 Q And that's for Park West Master Association?
13:26:12 6 A Right.
13:26:12 7 Q Do you know why $250 appears as attorney's
13:26:16 8 fees on this document for Park West Master Association?
13:26:23 9 A I don't know.
13:26:25 10 Q All right. Would that have been a number
13:26:27 11 that Sheri (sic) would have told you to enter?
13:26:30 12 A "Sheri"?
13:26:31 13 Q I'm sorry. I keep saying that. I apologize.
13:26:32 14 A "Stephanie"?
13:26:33 15 Q Would that be a number that Stephanie would
13:26:34 16 have told you to enter?
13:26:36 17 A She would have, yes. She would have directed
13:26:37 18 me to --
13:26:40 19 Q Do you know why Stephanie is using all of
13:26:42 20 these different numbers for attorney's fees in these
13:26:45 21 various documents?
13:26:45 22 A I do not. For sure, I mean...
13:26:56 23 Q Okay. I mean, I'm asking. If you don't
13:27:02 24 know, you don't know.
13:27:02 25 Does it make sense to you in any kind of way,

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13:27:05 1 or do you have any thoughts about that?
13:27:07 2 MR. COUNTRYMAN: Object to the form.
13:27:07 3 BY MR. KAHN:
13:27:07 4 Q Do you have any thoughts about why all of
13:27:09 5 these different numbers for attorney's fees appear in
13:27:12 6 these different documents during the same time period?
13:27:13 7 MR. COUNTRYMAN: Object to the form.
13:27:15 8 A (Continuing) I can't -- I can't recall. I
13:27:16 9 mean, I can't give you a definitive answer because it's
13:27:19 10 been a while.
13:27:20 11 Q All right. I'm going to show you what I've
13:27:30 12 marked as Plaintiff's Exhibit No. 9 --
13:27:35 13 (NOTICE OF CONSUMER'S RIGHT TO CURE MARKED
13:27:35 14 PLAINTIFF'S EXHIBIT NO. 9 for I.D.)
13:27:35 15 BY MR. KAHN:
13:27:35 16 Q -- which is a document that's been produced
13:27:36 17 in this case by McCabe Trotter to us. It's dated May
13:27:41 18 7th, 2015. Do you see where the Bates number appears,
13:27:45 19 MTB Supp 008794 at the bottom right?
13:27:51 20 MR. COUNTRYMAN: Sheri, I'm going
13:27:52 21 to talk to you about this document before you answer
13:27:54 22 questions about it.
13:27:54 23 BY MR. KAHN:
13:27:55 24 Q Do you see where that number appears --
13:27:56 25 MR. COUNTRYMAN: Don't answer that question

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13:27:57 1 before you talk with me about this document, please.
13:27:59 2 VIDEOGRAPHER: We will now go off the record.
13:28:01 3 The time is approximately 1:28 p.m.
13:30:09 4 (The deposition recessed briefly.)
13:30:09 5 VIDEOGRAPHER: We are now back on the record.
13:30:11 6 The time is approximately 1:30 p.m.
13:30:13 7 BY MR. KAHN:
13:30:13 8 Q Okay. What did you all talk about?
13:30:15 9 MR. COUNTRYMAN: Don't answer that. It's
13:30:18 10 privileged.
13:30:18 11 BY MR. KAHN:
13:30:18 12 Q In looking at Plaintiff's Exhibit No. 9, do
13:30:21 13 you see this is a document you would have printed?
13:30:26 14 A Yes. I printed this document.
13:30:28 15 Q All right. And do you see where it says
13:30:31 16 attorney's fees, $250?
13:30:32 17 A Yes.
13:30:33 18 Q And this is for a different homeowner
13:30:34 19 association; right?
13:30:36 20 A Yes.
13:30:37 21 Q You would have put the $250 into that
13:30:42 22 document, or would Stephanie have instructed you to put
13:30:44 23 it -- how would that $250 number appear there? For
13:30:50 24 attorney's fees.
13:30:54 25 A Stephanie would have directed me to put that

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13:30:56 1 in there, in the system.
13:30:56 2 Q All right. Do you know why Stephanie has
13:30:59 3 directed you to put in a $250 --
13:31:03 4 A I don't recall.
13:31:05 5 MR. COUNTRYMAN: Make sure you let him finish
13:31:06 6 his question before you answer.
13:31:07 7 A (Continuing) Oh, yes.
13:31:08 8 Q That's all right. No problem.
13:31:09 9 A I thought he was finished.
13:31:10 10 Q I know. That's all right. I was trying to
13:31:12 11 figure out the rest of my words, but that's okay.
13:31:14 12 A Oh, okay.
13:31:14 13 Q I'm just -- I'm not offended. Don't worry
13:31:15 14 about it. I'll ask it again.
13:31:17 15 Do you know why Stephanie would have directed
13:31:19 16 you to put in this $250 number for attorney's fees for
13:31:22 17 this homeowner association in this document you printed
13:31:25 18 and sent to the consumer?
13:31:29 19 A I don't recall.
13:31:30 20 Q All right. Do you know why the $250 number
13:31:33 21 for this association is different than in some of the
13:31:38 22 other associations where we have seen 60 and $75 and
13:31:41 23 $88 charges for attorney's fees?
13:31:45 24 A I don't recall.
13:31:47 25 Q Do you think so many documents are going out

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13:31:49 1 of the law firm at the time, that somebody can't look
13:31:53 2 at these documents and make sure the numbers are right?
13:31:56 3 MR. COUNTRYMAN: Object to the form.
13:31:57 4 A (Continuing) Do what now? You're saying we
13:31:59 5 don't -- we don't know what we're doing?
13:32:00 6 Q I'm not saying you don't know what you're
13:32:02 7 doing. I'm just asking you how it is that the law firm
13:32:04 8 is sending out so many different documents with
13:32:08 9 different amounts for attorney's fees.
13:32:10 10 Do you know how that's happening?
13:32:12 11 A How we're doing it? Because we're instructed
13:32:14 12 to do it. That's how it's happening.
13:32:17 13 Q When you say you're instructed, that would be
13:32:18 14 you or the lien girls or lien ladies by Stephanie
13:32:22 15 Trotter?
13:32:23 16 A Correct.
13:32:24 17 Q And I'm not suggesting otherwise. I'm just
13:32:26 18 asking --
13:32:26 19 A I'm just -- the way you said it, it sounded
13:32:28 20 like you were, so...
13:32:29 21 Q I'm not suggesting -- I apologize. I was
13:32:32 22 talking about the law firm --
13:32:33 23 A Okay.
13:32:33 24 Q -- not you particular or you individually.
13:32:35 25 A Okay.

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13:32:36 1 Q If that helps clarify it.
13:32:38 2 It's the law firm that's sending out these
13:32:39 3 letters?
13:32:40 4 A Right.
13:32:40 5 Q And the lawyer has approved them, not you; is
13:32:42 6 that --
13:32:42 7 A Right.
13:32:43 8 Q Is that right?
13:32:43 9 A Yes.
13:32:43 10 Q And I understand that. I'm not suggesting
13:32:46 11 otherwise.
13:32:46 12 A Yeah.
13:32:47 13 Q All right. What I'm asking is why Stephanie
13:32:51 14 and the law firm are instructing you to use these
13:32:54 15 different numbers for attorney's fees for these
13:32:57 16 different associations.
13:32:58 17 Do you know why that is?
13:33:06 18 A I mean -- I don't know.
13:33:06 19 Q All right. Do you agree that the --
13:33:10 20 typically the work to generate these kinds of letters
13:33:13 21 is the same?
13:33:15 22 A Right.
13:33:15 23 Q Okay. Yet they're charging different amounts
13:33:18 24 for attorney's fees; right?
13:33:19 25 A Right. Yes. That's correct.

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13:33:20 1 Q To the homeowner; right?
13:33:23 2 MR. COUNTRYMAN: Object to the form.
13:33:24 3 A (Continuing) Right.
13:33:24 4 Q Do you know why the law firm is doing the
13:33:26 5 same amount of work is charging homeowners different
13:33:29 6 amounts for attorney's fees?
13:33:30 7 A I do not know why.
13:34:06 8 Q Let me show you what I've marked as -- or I'm
13:34:07 9 marking as Plaintiff's Exhibit No. 10, a document
13:34:09 10 that's been produced in this case by McCabe Trotter to
13:34:14 11 us. It's a letter dated May 7th, 2015, and hand a copy
13:34:18 12 to Mr. Countryman.
13:34:21 13 (NOTICE OF CONSUMER'S RIGHT TO CURE MARKED
13:34:21 14 PLAINTIFF'S EXHIBIT NO. 10 FOR I.D.)
13:34:21 15 BY MR. KAHN:
13:34:21 16 Q Do you see where this document on the second
13:34:23 17 page is a document that you would have printed?
13:34:25 18 MR. COUNTRYMAN: Sheri, I'm going to talk to
13:34:26 19 you about this document before he asks you questions
13:34:28 20 about it. It was not identified under Rule 30(j)(8)
13:34:32 21 before the deposition.
13:34:33 22 VIDEOGRAPHER: We will now go off the record.
13:34:34 23 The time is approximately 1:35 p.m.
13:37:07 24 (The deposition recessed briefly.)
13:37:07 25 VIDEOGRAPHER: We are now back on the record.

13:37:09 1 The time is approximately 1:37 p.m.
13:37:11 2 MR. KAHN: All right. And before you all
13:37:13 3 walked out, Mr. Countryman made a statement about this
13:37:16 4 document had not been identified or produced in
13:37:21 5 accordance with the rules or something to that effect.
13:37:23 6 I obviously take a different position. These
13:37:25 7 documents have been produced. In fact, they were
13:37:25 8 produced by McCabe Trotter. And under the rules it is
13:37:27 9 very clear that Mr. Countryman is not to talk with you
13:37:31 10 about them.
13:37:32 11 He has a different perspective on that. We
13:37:34 12 can let the judge deal with it.
13:37:36 13 BY MR. KAHN:
13:37:36 14 Q In terms of Plaintiff's Exhibit No. 10, what
13:37:38 15 did you all talk about?
13:37:40 16 MR. COUNTRYMAN: Don't answer that question.
13:37:41 17 It's privileged.
13:37:42 18 The document -- production is not the issue.
13:37:45 19 It's identification and production with respect to this
13:37:47 20 deposition. It certainly is a document that McCabe
13:37:50 21 Trotter produced of probably a 100,000 documents
13:37:53 22 that -- you identifying all of those documents doesn't
13:37:56 23 give me any idea of what you will use in the
13:37:58 24 deposition.
13:37:59 25 Thus when you spring letters that are three

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13:38:00 1 and a half, four years old out of 100,000 documents,
13:38:03 2 you're trying to surprise the witness and prevent us
13:38:05 3 from actually being able to have a meaningful
13:38:07 4 discussion about it.
13:38:09 5 Therefore, under Rule 30(j)(8), I'm taking a
13:38:12 6 brief amount of time to go over the document with the
13:38:14 7 witness before she discusses questions about it with
13:38:16 8 you.
13:38:16 9 MR. KAHN: And the rules specifically -- in
13:38:18 10 the South Carolina Supreme Court specifically prohibit
13:38:20 11 you from engaging in the conduct you have described.
13:38:24 12 And the basis of what you have asserted, which is to
13:38:26 13 review documents that you claim I sprung on you as a
13:38:29 14 surprise, is not a basis to have an off-the-record
13:38:31 15 conference, and you are in violation of the rules.
13:38:36 16 These documents have been produced throughout
13:38:38 17 discovery by McCabe Trotter. There's no surprise here.
13:38:41 18 This is a witness who prepared the documents. But
13:38:44 19 subject to all of that, we can let a judge deal with
13:38:47 20 it.
13:38:47 21 MR. COUNTRYMAN: No. I think you're wrong.
13:38:47 22 I'm sitting here looking at the rule, and it does not
13:38:50 23 discuss it in any respect the way you said, and we can
13:38:52 24 let a judge take it up as you indicated.
13:38:55 25 But I've had this position since November,

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13:38:57 1 and you failed to do anything except try to surprise us
13:39:01 2 with documents the date of the deposition.
13:39:02 3 MR. KAHN: And I disagree, and we can let a
13:39:04 4 judge deal with it, but subject to all that --
13:39:06 5 MR. COUNTRYMAN: Fair enough.
13:39:08 6 BY MR. KAHN:
13:39:08 7 Q Plaintiff's Exhibit's No. 10 is a document
13:39:08 8 you printed; right?
13:39:12 9 A Yes.
13:39:12 10 Q The -- this is a different homeowner
13:39:15 11 association than ones we've seen before; right?
13:39:19 12 A Yes.
13:39:19 13 Q And there's a $250 amount appearing for
13:39:21 14 attorney's fees; right?
13:39:22 15 A Yes. That's correct.
13:39:22 16 Q This is all during the same time period that
13:39:24 17 we've looked at the other documents, right, generally?
13:39:26 18 A May '15. About three years ago, four years
13:39:30 19 ago. Yeah.
13:39:34 20 Q Yes?
13:39:35 21 A Yes. These are -- look like -- well, they --
13:39:39 22 this one, May 7 --
13:39:39 23 Q Do you see where between, like, November
13:39:41 24 and -- of 2014 through sometime at the end of 2015; so
13:39:46 25 basically the same time period as what we've been

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13:39:50 1 dealing with?
13:39:52 2 A I think so, yes.
13:39:53 3 Q Okay. Do you know why the law firm --
13:40:03 4 Stephanie instructed you to use a $250 number for
13:40:06 5 attorney's fees for this consumer for this homeowner's
13:40:12 6 association?
13:40:12 7 A I do not know.
13:40:17 8 Q Again, there's no other different or
13:40:20 9 substantively different work done in creating these
13:40:23 10 documents; right?
13:40:24 11 MR. COUNTRYMAN: Object to the form.
13:40:24 12 A (Continuing) There's no other what?
13:40:26 13 "Substanance"?
13:40:28 14 Q Substantively different work done to create
13:40:30 15 this document than the other documents that we've been
13:40:32 16 talking about; right?
13:40:33 17 MR. COUNTRYMAN: Object to the form.
13:40:34 18 A (Continuing) Oh, did we create them the same
13:40:36 19 way?
13:40:36 20 Q Correct. Sorry. That's a much better way to
13:40:38 21 say that.
13:40:39 22 A As we entered them in, yeah.
13:40:39 23 Q All right. Basically the work done to create
13:40:40 24 these documents was the same?
13:40:42 25 A Right.

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13:40:42 1 MR. COUNTRYMAN: Object to the form.
13:40:44 2 BY MR. KAHN:
13:40:44 3 Q Right?
13:40:44 4 A Yes.
13:40:45 5 Q Okay. And did you ever question why there
13:40:51 6 was a different amount of attorney's fees being stated
13:40:52 7 as being owed by the consumer in all of these different
13:40:57 8 letters? That is, to yourself.
13:40:59 9 Did you ever say why is they -- why are
13:41:01 10 there -- these different numbers appearing?
13:41:02 11 A I'm certain --
13:41:03 12 MR. COUNTRYMAN: Object to the form.
13:41:03 13 A (Continuing) I'm certain she -- she told me
13:41:05 14 why.
13:41:05 15 Q Okay. You just don't remember why?
13:41:07 16 A Right.
13:41:33 17 Q All right. I'm going to hand you what I'm
13:41:34 18 marking as Plaintiff's Exhibit No. 11.
13:41:39 19 MR. KAHN: Give a copy to my friend here.
13:41:43 20 (NOTICE OF LIEN MARKED PLAINTIFF'S EXHIBIT
13:41:43 21 NO. 11 FOR I.D.)
13:41:44 22 BY MR. KAHN:
13:41:44 23 Q Which is a document produced by McCabe
13:41:46 24 Trotter in this case. Can you tell us by looking at
13:41:49 25 it, what the third -- or the fourth page, where it says

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13:41:52 1 "SCT/SLS" -- is this a document you would have printed?
13:41:56 2 MR. COUNTRYMAN: Sheri, don't answer that
13:41:57 3 before you discuss it with me, please. Come with me.
13:42:10 4 VIDEOGRAPHER: We will now go off the record.
13:42:14 5 The time is approximately 1:42 p.m.
13:50:31 6 (The deposition recessed briefly.)
13:50:31 7 VIDEOGRAPHER: We are now back on the
13:50:32 8 record. The time is approximately 1:51 p.m.
13:50:36 9 BY MR. KAHN:
13:50:36 10 Q What did you all talk about in terms of this
13:50:38 11 document?
13:50:39 12 MR. COUNTRYMAN: Don't answer that. It's
13:50:41 13 privileged.
13:50:43 14 BY MR. KAHN:
13:50:43 15 Q Well, Plaintiff's Exhibit No. 11, you
13:50:45 16 recognize this as a document that you printed?
13:50:50 17 A Let me look.
13:50:51 18 Q Sure.
13:50:56 19 A Yes.
13:50:56 20 Q All right. And you see on the third page,
13:51:00 21 there's this typical kind of -- these are the same
13:51:01 22 kinds of documents we've been going through?
13:51:03 23 A Yes.
13:51:04 24 Q Do you see on the third page, where it lists
13:51:05 25 the assessments of $115?

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13:51:08 A Yes.

13:51:08 Q And do you see where the large -- law firm is charging $250 to the homeowner to collect that $115 in assessments?

13:51:15 MR. COUNTRYMAN: Object to the form.

13:51:17 A (Continuing) I see the attorney's fees for $250.

13:51:18 Q Okay. Does that amount represent what the law firm is charging the homeowner to collect this money?

13:51:25 MR. COUNTRYMAN: Object to the form.

13:51:26 A (Continuing) It's the attorney's fees that we -- that we charged.

13:51:27 Q Okay. And who is supposed to pay those attorney's fees that are listed here as $250? That's the homeowner; right?

13:51:35 A The homeowner pays, right.

13:51:37 Q Okay. Now, on the first page, it occurred to me, is that your name or signature for the witness or not? Is that something "Self" under the second line or not?

13:51:47 A Right. Yup. I'm -- I witnessed it.

13:51:50 Q No problem. I just -- I just realized, when I'm looking at this name, on, like, on the second page it appears that --

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13:51:55 1 A And notarized it.
13:51:55 2 Q Okay. And there, by the way, is the date of
13:51:57 3 your expiration, 8/24/2021.
13:52:00 4 A Ah. See. I said '21, didn't I?
13:52:02 5 Q There you go.
13:52:03 6 So it appears to me that -- do you know whose
13:52:06 7 name or signature is above your name?
13:52:10 8 MR. COUNTRYMAN: Which page, Justin?
13:52:12 9 A It looks like --
13:52:12 10 MR. KAHN: I'm sorry. The first page.
13:52:12 11 Plaintiff's Exhibit No. 11, first page, right here.
13:52:15 12 This is where I am.
13:52:16 13 MR. COUNTRYMAN: Okay.
13:52:16 14 MR. KAHN: There's a -- I think --
13:52:17 15 MR. COUNTRYMAN: She said that hers is the
13:52:19 16 second one; correct?
13:52:20 17 A (Continuing) Yeah.
13:52:21 18 BY MR. KAHN:
13:52:21 19 Q Well, let's do it this way: If you look at
13:52:23 20 Plaintiff's Exhibit No. 1, top page, there's two
13:52:28 21 witness names -- I'm sorry -- two -- the words
13:52:29 22 "witness" appears twice at the bottom, where there's
13:52:32 23 signatures above it.
13:52:33 24 Your signature is the bottom signature?
13:52:36 25 A Correct.

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13:52:37 1 Q All right. And if we turn to the second
13:52:39 2 page, you are the one who is the notary --
13:52:43 3 A Correct.
13:52:44 4 Q -- who is signing right there, where it says
13:52:47 5 "Sworn to me before this 24th day of April, 2015";
13:52:51 6 right?
13:52:51 7 A That's correct.
13:52:51 8 Q And this is typically -- you talked about
13:52:52 9 that earlier. Typically this is the way you would have
13:52:55 10 done it. You would have signed it, notarized, then
13:52:58 11 gone to get somebody else to witness it, and then
13:53:00 12 packaged the thing up to send out?
13:53:01 13 A The witness would have signed first, and then
13:53:05 14 I would have notarized, I think.
13:53:06 15 Q Okay. You don't know. That's all right.
13:53:07 16 All right. The -- do you know why Stephanie
13:53:13 17 instructed you to use $250 attorney's fees for this
13:53:16 18 homeowner association?
13:53:20 19 A I do not remember.
13:53:23 20 Q Okay. Do you see on the page at the bottom
13:53:28 21 right, it says 103207? It's -- it's where it says
13:53:34 22 "Very truly yours, Stephanie C. Trotter."
13:53:38 23 Do you see that?
13:53:38 24 A Yes.
13:53:38 25 Q There's no signature there.

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13:53:39 1 A Right.
13:53:40 2 Q Do you know why she's not signing these
13:53:42 3 documents?
13:53:42 4 A There was no need for her to sign it.
13:53:44 5 Q Why is that?
13:53:45 6 A Because she had already reviewed it. She had
13:53:48 7 already put it in the system.
13:53:49 8 Q All right. Do you think the homeowner or
13:53:53 9 consumer receiving this letter believes that the lawyer
13:53:56 10 has reviewed this document and is telling the consumer
13:54:00 11 that these numbers are proper?
13:54:03 12 MR. COUNTRYMAN: Object to the form.
13:54:04 13 A (Continuing) Yes.
13:54:08 14 Q Have you ever seen Stephanie sign her name to
13:54:10 15 letters?
13:54:16 16 A I mean, I was in there maybe one or two
13:54:20 17 times. I -- I don't know how many times I've seen her,
13:54:22 18 but...
13:54:23 19 Q Do you know why she's not signing the stacks
13:54:24 20 of notice-of-lien letters that go out?
13:54:28 21 A Because they're already in there. They're
13:54:30 22 already in the system. She's already put them in the
13:54:32 23 system. There's a form.
13:54:35 24 Q Her signature?
13:54:35 25 A There -- there was no need for her signature

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13:54:37 1 is what I'm thinking.
13:54:38 2 Q I don't know. You tell me.
13:54:40 3 Why isn't she signing letters that have her
13:54:42 4 name on them?
13:54:43 5 A Because she had already reviewed them before.
13:54:46 6 Q So this is a form letter that she had
13:54:49 7 reviewed --
13:54:49 8 A Uh-huh.
13:54:50 9 Q -- before you all printed it.
13:54:54 10 A Right.
13:54:55 11 Q So when the form letter is generated, she
13:54:57 12 doesn't need to review it again because she's already
13:55:00 13 looked at it, in terms of --
13:55:02 14 A She still reviews them again.
13:55:03 15 Q Okay. Well, then, if she's reviewing them,
13:55:04 16 why isn't she signing them?
13:55:06 17 A I don't know.
13:55:06 18 Q Okay. And if you don't know, you don't know.
13:55:08 19 I'm sorry. I didn't --
13:55:08 20 A Yeah.
13:55:09 21 Q All right. Is it just because she's got so
13:55:11 22 many documents to sign, she doesn't have time to sign
13:55:14 23 these?
13:55:15 24 MR. COUNTRYMAN: Objection. She already
13:55:16 25 answered that.

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13:55:17 1 A (Continuing) No idea.
13:55:18 2 Q All right. Do you know how much the
13:55:34 3 homeowner's association would have been sent a bill on
13:55:39 4 this day for the attorney's fees?
13:55:41 5 MR. COUNTRYMAN: Object to the form.
13:55:44 6 A (Continuing) What were you asking?
13:55:45 7 Q Sure. My understanding is that, as a part of
13:55:51 8 your process of generating these kinds of demand
13:55:57 9 letters --
13:55:57 10 A Uh-huh.
13:55:58 11 Q -- that when you're entering information into
13:56:00 12 the collection software, you would also enter
13:56:07 13 information into billing software to generate bills for
13:56:11 14 the homeowner's association --
13:56:12 15 A Oh, yeah.
13:56:12 16 Q -- related to the attorney's fees to charge?
13:56:15 17 A Right.
13:56:15 18 Q Okay. When you are sending out a letter like
13:56:20 19 this, you would log into the billing software -- or you
13:56:25 20 would go into the billing software; right?
13:56:27 21 A I -- I think I remember doing that.
13:56:29 22 Q Okay. And typically you would generate a
13:56:32 23 bill for $50 for attorney's fees for MJS managed
13:56:37 24 properties and $65 for non-MJS managed properties.
13:56:42 25 Does that -- does that sound right?

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13:56:43 1 A Right.
13:56:45 2 Q Yes?
13:56:47 3 A Yes.
13:56:47 4 Q Okay. So if this particular property shown
13:56:50 5 on Plaintiff's Exhibit No. 11 -- or this particular
13:56:53 6 homeowner association on Plaintiff's Exhibit No. 11 --
13:56:54 7 was not managed by MJS -- just assume that for a
13:56:59 8 moment.
13:56:59 9 A Okay.
13:57:00 10 Q I don't know if that's the case or not. Just
13:57:02 11 for purposes of my example.
13:57:04 12 If it was not an MJS managed property, then
13:57:07 13 most likely you would have generated a bill for
13:57:11 14 attorney's fees for $65 to the homeowner's association
13:57:14 15 to pay for this work; right?
13:57:16 16 MR. COUNTRYMAN: Object to the form.
13:57:18 17 BY MR. KAHN:
13:57:18 18 Q Do you understand what I'm asking?
13:57:20 19 A There would be a $65 retainer fee.
13:57:23 20 Q You would generate a bill for $65 to the
13:57:28 21 homeowner association to pay for this work?
13:57:30 22 MR. COUNTRYMAN: Object to the form.
13:57:31 23 BY MR. KAHN:
13:57:31 24 Q Is that right?
13:57:33 25 A I would send a $65 invoice to the homeowner's

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13:57:38 1 association.
13:57:38 2 Q Right. For the work related to generating
13:57:41 3 these documents; right?
13:57:43 4 MR. COUNTRYMAN: Object to the form.
13:57:45 5 A (Continuing) After we prepared the liens,
13:57:47 6 yes.
13:57:47 7 Q Okay. That's all. And if it was an MJS
13:57:52 8 managed property --
13:57:52 9 A Uh-huh.
13:57:52 10 Q -- then you would generate a bill for $50 --
13:57:55 11 A Right.
13:57:56 12 Q -- for the homeowner association; right?
13:57:57 13 A Yes.
13:57:58 14 Q For the work done related to this lien
13:58:02 15 package going out; right?
13:58:03 16 MR. COUNTRYMAN: Object to the form.
13:58:04 17 BY MR. KAHN:
13:58:04 18 Q Is that right?
13:58:06 19 A I mean --
13:58:06 20 MR. COUNTRYMAN: Object to the form.
13:58:07 21 A (Continuing) It would be after we prepared
13:58:08 22 the lien.
13:58:09 23 Q Sure. Okay. Is that the distinction you
13:58:12 24 make in your mind, that what would happen would be you
13:58:16 25 would, with all of these letters we've been going

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13:58:18 1 through, these lien packages we've been going through,
13:58:21 2 you would enter into the system an amount of attorney's
13:58:25 3 fees, let's say, for example, $250 --
13:58:28 4 A Uh-huh.
13:58:28 5 Q -- telling the consumer they owe $250 in
13:58:32 6 attorney's fees as a part this document; right?
13:58:35 7 A Right.
13:58:35 8 Q After this document was printed and you had
13:58:37 9 entered that amount -- let's say, $250 -- you would
13:58:41 10 then go into the billing software and generate a bill
13:58:46 11 for the homeowner's association -- for $50 for MJS
13:58:53 12 managed properties or $65 for non-MJS managed
13:58:57 13 properties -- related to the attorney's fees you all
13:58:59 14 were charging to generate these documents; right?
13:59:02 15 MR. COUNTRYMAN: Object to the form.
13:59:03 16 A (Continuing) We would -- we would enter in
13:59:04 17 those amounts for those -- for those properties. For
13:59:10 18 those --
13:59:10 19 Q When you say "those" --
13:59:11 20 A For MJS and non-MJS properties.
13:59:14 21 Q All right. So if it was an MJS managed
13:59:16 22 property, you would enter into the system a bill --
13:59:19 23 A Right.
13:59:19 24 Q -- for $50 for attorney's fees related to
13:59:21 25 printing these documents?

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13:59:23 A Related to printing them documents?
13:59:25 Q Related to putting together this package.
13:59:28 A Well, right, for --
13:59:30 Q Okay.
13:59:31 A I don't know if you're trying to mislead me
13:59:32 or whatever, but I don't know, but...
13:59:37 Q Well, there's no --
13:59:37 A There was a bill that we -- that we charged
13:59:39 the association.
13:59:41 Q Sure. And -- and I'm -- we've got some -- in
13:59:44 our particular case, we saw one for $65. Again, I
13:59:50 don't want you to think -- here you go. Let's see.
14:00:02 Now, this is for Richardson. I'm just -- I
14:00:06 just want to let you know that this doesn't relate
14:00:09 to --
14:00:09 A Okay.
14:00:10 Q -- this doesn't -- we've been looking at so
14:00:11 many related --
14:00:12 A Correlate with these documents?
14:00:15 Q Well, it -- I think it correlates in the
14:00:16 sense that I think it's a bill you all were generating.
14:00:19 A Okay.
14:00:19 Q I'm just letting you know that this is for
14:00:21 Richardson --
14:00:22 A Okay.

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14:00:23 1 Q -- not for Goodson or the other people we've
14:00:26 2 been looking at, if that makes sense.
14:00:27 3 A Okay. Yes.
14:00:27 4 Q All right. I want to show you what I'm
14:00:29 5 marking as Plaintiff's Exhibit No. 12 to see if this
14:00:32 6 helps refresh your recollection.
14:00:33 7 (INVOICE MARKED PLAINTIFF'S EXHIBIT NO. 12
14:00:33 8 FOR I.D.)
14:00:33 9 MR. KAHN: This has been previously been
14:00:34 10 marked as Trotter No. 24, which is a document we've
14:00:39 11 produced and provided and been used in the past.
14:00:42 12 MR. COUNTRYMAN: I'm going to talk to her
14:00:43 13 about it before you ask any questions.
14:00:50 14 VIDEOGRAPHER: We will now go off the record.
14:00:51 15 The time is approximately 2:01 p.m.
14:03:22 16 (The deposition recessed briefly.)
14:03:24 17 VIDEOGRAPHER: We are now back on the record.
14:03:26 18 The time is approximately 2:04 p.m.
14:03:29 19 BY MR. KAHN:
14:03:29 20 Q What did you all talk about?
14:03:31 21 MR. COUNTRYMAN: Don't answer that. It's
14:03:33 22 attorney-client privileged.
14:03:37 23 BY MR. KAHN:
14:03:37 24 Q Looking at Plaintiff's Exhibit No. 12 -- a
14:03:40 25 moment ago I was asking about generating a bill?

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14:03:43 1 A Yes.
14:03:43 2 Q Does this refresh your recollection as to --
14:03:46 3 A Yes.
14:03:46 4 Q -- kind of document?
14:03:47 5 A Yes.
14:03:47 6 Q Okay. Do you understand now what I was
14:03:48 7 asking you about?
14:03:50 8 A Yes.
14:03:50 9 Q I'll go --
14:03:50 10 A I do.
14:03:50 11 Q And I'll go back now and ask you about it. I
14:03:53 12 just wanted you to see --
14:03:54 13 A Yeah.
14:03:54 14 Q -- an example of what I understood I thought
14:03:56 15 you were talking about.
14:03:57 16 A Okay.
14:03:57 17 Q But I want to make sure.
14:03:58 18 A Right.
14:03:59 19 Q So Plaintiff's Exhibit No. 12 represents the
14:04:02 20 kind of bill -- and just so you know -- well, does this
14:04:08 21 represent the kind of bill that you would generate
14:04:11 22 after printing one of these lien packages?
14:04:14 23 A Right.
14:04:15 24 Q If it was a non-MJS managed property?
14:04:18 25 A Yup. For the lien retainer.

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14:04:19 1 Q It says "lien invoice"; right?
14:04:22 2 A Right.
14:04:23 3 Q Okay.
14:04:23 4 A Where?
14:04:24 5 Q Oh, I'm sorry. See where it says
14:04:25 6 "Professional fees, 2/26/2015, HOA" --
14:04:28 7 A Yes.
14:04:29 8 Q -- "lien invoice 65"?
14:04:30 9 A Right.
14:04:30 10 Q And then it has "Amount," "$65"?
14:04:33 11 A That's correct. This was their retainer fee.
14:04:36 12 Q When you say "their retainer fee," this is
14:04:39 13 the --
14:04:40 14 A The homeowner's association.
14:04:41 15 Q This was a bill generated by the law firm by
14:04:43 16 you, at the instruction of Stephanie, as to the amount
14:04:47 17 to charge the homeowner association for this lien?
14:04:52 18 A I mean --
14:04:53 19 MR. COUNTRYMAN: Object to the form.
14:04:53 20 A (Continuing) This is for their lien retainer.
14:04:55 21 This is what we -- we charged for their lien retainer.
14:04:59 22 Q I understand.
14:05:00 23 When you say "we charged," this is what the
14:05:02 24 law firm charged the homeowner association for getting
14:05:05 25 this lien stuff out?

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14:05:08 1 A McCabe --
14:05:08 2 MR. COUNTRYMAN: Object to the form.
14:05:09 3 BY MR. KAHN:
14:05:09 4 Q What's that?
14:05:11 5 Right. The law firm, McCabe Trotter?
14:05:14 6 A Right.
14:05:14 7 Q Okay. There was an objection, and you said
14:05:17 8 "McCabe," so let's make sure it's right.
14:05:18 9 This is the kind of invoice that you would
14:05:21 10 generate to reflect the attorney's fees charged by
14:05:25 11 McCabe Trotter for generating the kinds of lien letters
14:05:27 12 that we've been going through?
14:05:28 13 MR. COUNTRYMAN: Object to the form.
14:05:29 14 A (Continuing) This -- this is a lien retainer.
14:05:31 15 Q All right. Does the word "lien retainer"
14:05:33 16 appear anywhere on here?
14:05:34 17 A No. But that's what -- that's what it is.
14:05:35 18 Q It says "Lien Invoice"; right?
14:05:37 19 A Right.
14:05:37 20 Q Okay. And $65 was the amount of professional
14:05:43 21 fees being charged by McCabe Trotter to the homeowner's
14:05:48 22 association for generating these lien documents that
14:05:51 23 we've been talking about; right?
14:05:53 24 MR. COUNTRYMAN: Object to the form.
14:05:54 25 A (Continuing) Right. It's -- this is the lien

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14:05:55 1 retainer fee, yes.
14:05:57 2 Q Okay.
14:05:57 3 A This is what -- this is the -- the retainer.
14:06:01 4 Q This is what the law firm was charging the
14:06:03 5 homeowner association --
14:06:04 6 A Right.
14:06:04 7 Q -- to generate these kinds of letters; right?
14:06:07 8 MR. COUNTRYMAN: Object to the form.
14:06:07 9 A (Continuing) It's the lien retainer.
14:06:10 10 Q Okay. Well, was there another fee that the
14:06:12 11 law firm was charging the homeowner association to
14:06:14 12 generate these documents that we've been talking about?
14:06:17 13 A To generate the documents, no.
14:06:21 14 Q Okay.
14:06:21 15 A Not that I know of.
14:06:22 16 Q All right. So the $65 was the charge that
14:06:24 17 the law firm was charging the homeowner's association
14:06:26 18 to generate these documents?
14:06:28 19 MR. COUNTRYMAN: Object to the form.
14:06:30 20 A (Continuing) You keep adding to -- "to
14:06:31 21 generate the documents." It's -- it's their lien
14:06:33 22 retainer.
14:06:36 23 BY MR. KAHN:
14:06:36 24 Q Okay. Do you know of no other bill sent by
14:06:38 25 the law firm to the homeowner association after

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14:06:42 1 generating this lien-retainer bill; right?
14:06:44 2 A Right.
14:06:47 3 Q Okay. Because this was the amount that the
14:06:48 4 homeowner's association was to pay McCabe Trotter --
14:06:50 5 A For their lien retainer, yes.
14:06:53 6 Q Okay. And you know of no other bill
14:06:55 7 generated after the lien retainer that the law firm
14:06:57 8 would send the homeowner association; right?
14:06:59 9 MR. COUNTRYMAN: Object to the form.
14:07:01 10 BY MR. KAHN:
14:07:01 11 Q For these professional services?
14:07:02 12 MR. COUNTRYMAN: Object to the form.
14:07:05 13 A (Continuing) For the lien retainer?
14:07:06 14 Q Right.
14:07:07 15 A For processing the liens and all that? I
14:07:09 16 mean, this is their fee. This is their lien retainer
14:07:12 17 fee.
14:07:13 18 Q Right. The law firm would charge the
14:07:16 19 homeowner association a lien retainer fee of $65 --
14:07:18 20 A Right.
14:07:18 21 Q -- for this work; right?
14:07:24 22 A Right. For this --
14:07:26 23 Q And following this retainer fee, the law firm
14:07:30 24 would not charge the homeowner association any
14:07:32 25 additional amount of money; right?

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14:07:38 1 A I mean, this was their -- this was their
14:07:39 2 invoice, their lien retainer fee.
14:07:42 3 Q I understand that.
14:07:43 4 After the law firm generated this invoice --
14:07:45 5 A Right.
14:07:47 6 Q -- the law firm did not generate another
14:07:48 7 invoice for the homeowner's association for any
14:07:50 8 additional legal fees related to this work; right?
14:07:53 9 MR. COUNTRYMAN: Object to the form.
14:07:55 10 A (Continuing) I mean --
14:07:57 11 MR. COUNTRYMAN: You're talking about this
14:07:58 12 specific one or --
14:08:00 13 MR. KAHN: Andy, please stop.
14:08:01 14 MR. COUNTRYMAN: I just had a question about
14:08:03 15 clarification so the witness could answer.
14:08:04 16 MR. KAHN: That's completely improper.
14:08:06 17 MR. COUNTRYMAN: Sounds good.
14:08:07 18 A (Continuing) This is the invoice that we --
14:08:10 19 that we sent --
14:08:10 20 Q I understand.
14:08:11 21 A -- to the homeowner association.
14:08:11 22 Q Correct. And following this invoice to the
14:08:13 23 homeowner association, the law firm would not generate
14:08:17 24 another invoice for the homeowner association for this
14:08:19 25 particular item; right?

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14:08:22 1 A We didn't send another invoice?
14:08:23 2 Q Right.
14:08:26 3 A Not -- not for -- not for that, no.
14:08:32 4 Q Okay. So you -- the law firm did not send
14:08:34 5 another invoice for this lien and collection work
14:08:37 6 following this initial retainer; right?
14:08:42 7 A After the lien process, this is what we would
14:08:45 8 send; so --
14:08:46 9 Q And this is a $65 invoice; right?
14:08:50 10 A Lien retainer fee, yes.
14:08:51 11 Q Following the "$65 lien retainer fee"
14:08:54 12 invoice, the law firm would not send the homeowner
14:08:57 13 association another invoice for work done related to
14:09:00 14 this; right?
14:09:01 15 A As far as I know.
14:09:02 16 Q Okay. And that's for the entire time you
14:09:04 17 worked for Rodgers Townsend and McCabe Trotter; right?
14:09:08 18 A Well, I mean, there were other invoices
14:09:11 19 probably. I mean --
14:09:12 20 Q That were related to cost?
14:09:16 21 A "Cost"?
14:09:16 22 Q Right. But in terms of professional fees for
14:09:19 23 the work for charging for attorney work, there weren't
14:09:23 24 any other invoices that you know of; right?
14:09:25 25 A Right. This is the lien retainer fee, yeah.

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14:09:28 1 Q Okay. So you don't know of any other
14:09:30 2 invoices that the law firm sent for legal work for
14:09:33 3 professional fees after this initial lien retainer fee
14:09:36 4 to homeowner associations; is that right?
14:09:41 5 A From what I remember.
14:09:42 6 Q Okay. In terms of -- again, I was talking to
14:09:45 7 you earlier, we were asking about -- I was asking about
14:09:48 8 when you entered the -- or printed out the
14:09:52 9 lien-retainer package or whatever you called it, and I
14:09:55 10 said you were using the collection software to generate
14:09:59 11 that?
14:09:59 12 A Yeah.
14:09:59 13 Q And then I said you would then go into the
14:10:03 14 billing software to generate an invoice like
14:10:06 15 Plaintiff's Exhibit No. 12?
14:10:08 16 A Right.
14:10:08 17 Q That's where we started all of this. And you
14:10:10 18 couldn't remember at the time --
14:10:11 19 A Right.
14:10:11 20 Q -- and I just wanted to remind you of an
14:10:13 21 example of that.
14:10:14 22 A Yes.
14:10:14 23 Q All right. So we'll move beyond that now.
14:10:16 24 A Okay.
14:10:16 25 Q I just wanted to let you know where all of

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14:10:19 1 that was.
14:10:19 2 A Okay.
14:10:20 3 Q All right. So with the -- was the amount of
14:10:50 4 money that the law firm stated as attorney fees on
14:10:54 5 these various lien letters or demand letters have any
14:10:59 6 relationship to the amount of assessments that they
14:11:02 7 were trying to collect?
14:11:05 8 A You talking about the attorney's fees?
14:11:07 9 Q Yes, ma'am.
14:11:08 10 Do you -- you understand what I'm asking?
14:11:13 11 A I think so. The -- the assessments? Like,
14:11:16 12 if we --
14:11:17 13 Q Let's say, for example --
14:11:17 14 A -- looked at the assessments and said,
14:11:19 15 "Hey" --
14:11:19 16 Q Let's say, for example, the assessments were
14:11:22 17 under $100. Would the law firm charge the same amount
14:11:24 18 of attorney's fees regardless of the amount of that
14:11:30 19 assessment?
14:11:31 20 Well, I'll try to --
14:11:31 21 A We --
14:11:32 22 Q I'll try to ask that question again.
14:11:38 23 If, for example -- have you seen examples
14:11:41 24 where the assessments would -- could be as low as $200,
14:11:45 25 but the law firm would charge $425 to the homeowner in

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14:11:51 1 attorney's fees? Have you seen things like that or
14:11:52 2 not?
14:11:53 3 A Right. Where they had different amount for
14:11:55 4 assessments?
14:11:56 5 Q Right.
14:11:56 6 A And then attorney's fees would be a certain
14:11:58 7 amount?
14:11:59 8 Q Correct. So the attorney's fees that the law
14:12:04 9 firm was charging the homeowner could be double or
14:12:07 10 triple the amount of assessments that were owed to the
14:12:11 11 homeowner association?
14:12:13 12 A I don't think we did anything like that.
14:12:14 13 Q Okay. All right. If you did, what would --
14:12:17 14 would that be proper or not proper?
14:12:19 15 MR. COUNTRYMAN: Object to the form.
14:12:20 16 A (Continuing) Yeah. No.
14:12:23 17 Q What's that?
14:12:24 18 A That's not my -- that's not for me to say.
14:12:26 19 Q Okay. You were doing what you were
14:12:27 20 instructed by the attorney.
14:12:28 21 A Right.
14:12:32 22 Q Okay. Were these -- well, let me show you.
14:12:40 23 Where's the Park West master. I'm trying to find
14:12:40 24 another...
14:12:40 25 All right. I'm going to hand you -- I'm

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14:13:13 1 going to hand you what I'm marking as Plaintiff's
14:13:15 2 Exhibit No. 13, which is a document that's been
14:13:18 3 produced in this case by McCabe Trotter dated May 27th,
14:13:22 4 2015.
14:13:22 5 MR. KAHN: Here's a copy for counsel.
14:13:25 6 (NOTICE OF CONSUMER'S RIGHT TO CURE MARKED
14:13:25 7 PLAINTIFF'S EXHIBIT NO. 13 FOR I.D.)
14:13:26 8 BY MR. KAHN:
14:13:26 9 Q Do you see on the second page where it has
14:13:27 10 your initials next to it?
14:13:29 11 MR. COUNTRYMAN: I'm going to talk to her
14:13:30 12 about it before she answers questions.
14:13:38 13 VIDEOGRAPHER: We will now go off the record.
14:13:39 14 The time is approximately 2:14 p.m.
14:15:12 15 (The deposition recessed briefly.)
14:15:15 16 VIDEOGRAPHER: We are now back on the
14:15:42 17 record. The time is approximately 2:16 p.m.
14:15:44 18 BY MR. KAHN:
14:15:45 19 Q What did you all talk about?
14:15:46 20 MR. COUNTRYMAN: Don't answer that. It's
14:15:48 21 privileged.
14:15:48 22 BY MR. KAHN:
14:15:48 23 Q When you're looking at Plaintiff's Exhibit
14:15:49 24 No. 13, can you tell it was a document you printed, by
14:15:56 25 looking at the second page and seeing your initials,

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14:15:58 1 "SLS"?
14:16:01 2 A Yes.
14:16:01 3 Q And I think I've said this, but just to
14:16:03 4 double-check: All the documents we've been looking at
14:16:06 5 with maybe the exception of the Plaintiff's Exhibit No.
14:16:09 6 12, which is this bill -- I'm going to have to look
14:16:12 7 back and see -- but in terms of the lien letters or
14:16:15 8 packages, those have all had your initials next to them
14:16:18 9 in terms of the --
14:16:20 10 A Except for this.
14:16:20 11 Q I'm talking about the lien letters. I'm
14:16:22 12 sorry. The lien pack -- I can't remember what you
14:16:25 13 called it.
14:16:25 14 A Yeah. From what I -- yeah.
14:16:26 15 Q Okay. That's all. I just -- these are all
14:16:28 16 documents you would have printed?
14:16:30 17 A Yes. That's correct.
14:16:31 18 Q And you would have -- you would have entered
14:16:32 19 the information at the instruction of the attorney
14:16:34 20 Stephanie Trotter?
14:16:36 21 A Correct.
14:16:37 22 Q Okay. Now, looking at Plaintiff's Exhibit
14:16:38 23 No. 13, you see where the assessments are listed as
14:16:42 24 $250?
14:16:43 25 A Yes.

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14:16:44 Q And you see where attorney's fees being
14:16:46 charged to the homeowner of $250?
14:16:48 A Yes.
14:16:48 Q Do you know why the law firm is charging the
14:16:50 homeowner $250 to collect $250?
14:16:55 A That's just what they charged.
14:16:58 Q That was what you were instructed to enter?
14:17:00 A Right.
14:17:01 Q You don't know why that is, do you?
14:17:02 A No.
14:17:04 Q All right. I'll mark Plaintiff's Exhibit
14:17:17 No. 14, which is a document dated April 24th, 2015,
14:17:24 that --
14:17:29 MR. KAHN: Provide to counsel.
14:17:29 BY MR. KAHN:
14:17:29 Q Just double-check. That has your initials
14:17:32 next to it, doesn't it, on the second page?
14:17:33 MR. COUNTRYMAN: I'm going to talk to her
14:17:34 about this before she answers questions on it.
14:17:41 (NOTICE OF CONSUMER'S RIGHT TO CURE MARKED
14:17:41 PLAINTIFF'S EXHIBIT NO. 14 FOR I.D.)
14:17:41 MR. KAHN: Of course, I object, but I think
14:17:42 that's obvious now.
14:17:44 VIDEOGRAPHER: We'll now go off the record.
14:17:45 The time is approximately 2:18 p.m.

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14:19:42 1 (The deposition was recessed briefly.)
14:19:42 2 VIDEOGRAPHER: We are now back on the record.
14:19:44 3 The time is approximately 2:20 p.m.
14:19:47 4 BY MR. KAHN:
14:19:47 5 Q All right. For the -- you went to talk with
14:19:51 6 Mr. Countryman. I handed you Plaintiff's Exhibit
14:19:53 7 No. 14, and I understand that was at his instruction to
14:19:56 8 talk about this document.
14:19:57 9 What -- what did you all talk about?
14:19:58 10 MR. COUNTRYMAN: Don't answer that. That's
14:20:00 11 privileged.
14:20:02 12 A (Continuing) Do you mind talking up a little
14:20:03 13 bit?
14:20:04 14 Q Oh, I'm sorry. Yes. Absolutely.
14:20:03 15 A That's okay. I'm sorry.
14:20:04 16 Q I'm glad you told me that. I -- I was
14:20:06 17 looking away.
14:20:08 18 I asked you to tell me what you all talked
14:20:10 19 about when you looked -- when you took Plaintiff's
14:20:13 20 Exhibit No. 14 out with you and Mr. Countryman.
14:20:16 21 I understand he has instructed you not to
14:20:19 22 answer?
14:20:20 23 MR. COUNTRYMAN: Correct.
14:20:03 24 BY MR. KAHN:
14:20:03 25 Q All right. So did you hear that part?

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14:20:25 1 A Yes.
14:20:03 2 Q All right. When we look at Plaintiff's
14:20:26 3 Exhibit No. 14, can you tell us that this is a document
14:20:28 4 you would have printed?
14:20:30 5 A Yes.
14:20:30 6 Q And that's because you see next to "SCT,"
14:20:33 7 initials "SLS," which are your initials?
14:20:35 8 A Correct.
14:20:03 9 Q All right. You see where the assessments
14:20:39 10 claimed owed by the law firm were $115? Do you see
14:20:43 11 that?
14:20:44 12 A Yes.
14:20:45 13 Q Do you see where the law firm is charging
14:20:47 14 attorney's fees of $250 to collect that $115 in
14:20:50 15 assessments?
14:20:51 16 A Yes.
14:20:52 17 Q Do you know why the law firm is charging the
14:20:55 18 homeowner $250 to collect the $115 in assessments?
14:21:01 19 A I do not know why.
14:21:02 20 Q Okay. That's just what you were instructed
14:21:04 21 to do by Stephanie?
14:21:05 22 A Right.
14:21:15 23 Q Okay. We looked at a series of documents
14:21:19 24 like this. Each time a lien package -- I can't
14:21:24 25 remember what you called it -- or group of documents

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like this would have been created or printed by you, you would have then, after printing it, gone into the system to generate something like Plaintiff's Exhibit No. 12 for whichever homeowner association, for either $65 or $50, depending on whether it was an MJS managed property or not?

A Right.

Q Okay. If the consumer were to have looked at their account statement or would have been able to look at their account statement, should they have been allowed to, the homeowner would not see appearing on that account statement the attorney's fees listed or stated as being owed on these lien letters or demand letters. Right?

A Right.

Q They would have seen either a 50 or $65 amount of attorney's fees representing the amount MTB was charging the homeowner association.

Does that make sense?

A Yes.

Q Am I right about that?

A There would be a charge on there, yes, for 65 or $50.

Q Right. So the basic process was after the homeowner association sent in this email to your team

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14:22:56 1 to generate -- or to request that you all generate
14:23:00 2 these lien packages --
14:23:02 3 A Right.
14:23:04 4 Q -- you would have entered into the system,
14:23:05 5 the amount of attorney's fees told to you by Stephanie;
14:23:10 6 right?
14:23:11 7 A Right.
14:23:12 8 Q That amount of attorney's fees that you were
14:23:14 9 entering into the system on the collection-software
14:23:18 10 side was greater than the amount that you were entering
14:23:23 11 into the billing software for the bills going to the
14:23:28 12 homeowner association to pay for this lien amount.
14:23:31 13 Right? Does that make sense?
14:23:34 14 I'll -- I'll try it again. I want to make
14:23:36 15 sure you heard -- understand. I'll try to break it
14:23:38 16 into parts.
14:23:39 17 We've been talking about all of these
14:23:40 18 different kinds of letters and lien packages. At the
14:23:43 19 time you are entering the information into the
14:23:45 20 collection software --
14:23:46 21 A Uh-huh.
14:23:47 22 Q -- you are entering an amount of attorney's
14:23:50 23 fees based on what Stephanie Trotter has told you to
14:23:53 24 enter into the collection software?
14:23:55 25 A Right.

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14:23:56 1 Q After that is printed --
14:23:58 2 A Uh-huh.
14:24:00 3 Q -- you would then go into the billing
14:24:03 4 software for the law firm --
14:24:05 5 A Right. And print that up.
14:24:06 6 Q -- and enter an amount of attorney's fees to
14:24:12 7 go to the homeowner association to pay the law firm;
14:24:17 8 right?
14:24:17 9 A Less the lien retainer fee, yes.
14:24:22 10 Q Okay. That amount, this fee the law firm was
14:24:24 11 charging the homeowner association --
14:24:25 12 A Uh-huh. Their retainer fee.
14:24:27 13 Q -- whether it's 50 or $65 --
14:24:29 14 A Uh-huh.
14:24:30 15 Q Right?
14:24:30 16 A Right.
14:24:31 17 Q Would always be less than what the law firm
14:24:34 18 has instructed you to tell the homeowner they owe in
14:24:38 19 attorney's fees. Does that make sense?
14:24:40 20 A Yes.
14:24:41 21 Q Am I -- am I right about that? So, for
14:24:44 22 example --
14:24:44 23 A Right.
14:24:45 24 Q Well, I am right about that? That is, that
14:24:47 25 the amount of attorney's fees you were instructed to

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14:24:49 1 put into this collection software that would generate
14:24:53 2 the letter going to the homeowner, telling them they
14:24:56 3 owed attorney's fees of 250, 375, or 425, would always
14:25:02 4 be greater than the amount of the bill you were sending
14:25:07 5 the homeowner association?
14:25:10 6 A Right. That's their retainer fee, yes.
14:20:03 7 Q All right. So -- and that was always the
14:25:15 8 case while you were there; right?
14:25:17 9 A Right.
14:25:17 10 Q And the same thing at Rodgers Townsend, I
14:25:20 11 guess?
14:25:20 12 A Yes.
14:25:20 13 Q And this was always at the instruction of
14:25:22 14 Stephanie Trotter?
14:25:24 15 A Uh-huh.
14:25:24 16 Q Yes?
14:25:25 17 A Yes.
14:25:26 18 Q This is not something you were doing on your
14:25:28 19 own without instruction from a lawyer?
14:25:29 20 A No.
14:25:30 21 Q I understand that. I understand that.
14:25:32 22 You and the other members of the lien team or
14:25:35 23 collection team would be entering numbers like this
14:25:38 24 based on the instructions you were getting from
14:25:40 25 Stephanie Trotter; right?

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14:25:42 A Right.
14:25:42 Q Did Ryan McCabe ever give you instructions
14:25:45 about this, or was it always Stephanie?
14:25:48 A Most of the time it was Stephanie.
14:25:53 Q Okay. From time to time would Ryan give you
14:25:54 similar instructions?
14:25:59 A Depending on what -- what state it was.
14:26:03 Q Oh. 'Cause sometimes you all were collecting
14:26:06 if North Carolina?
14:26:07 A Right.
14:26:08 Q I seem to recall, in looking at some of the
14:26:10 documents, for letters sent to North Carolina --
14:26:12 A Uh-huh.
14:26:13 Q -- there was language which says "We have
14:26:16 been informed that you owe" -- some amount.
14:26:19 A Uh-huh.
14:26:20 Q Do you remember language like that or
14:26:20 something like that?
14:26:22 A I would have to look at it. I mean --
14:26:24 Q Okay. Do you know why you all would use
14:26:26 different language in North Carolina as opposed to
14:26:28 South Carolina?
14:26:30 A They have different laws, I guess.
14:26:31 Q Well, if you don't know, you don't know.
14:26:33 A Right. I don't know.

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14:26:34 1 Q That's fine. Again, I don't want you to
14:26:38 2 guess. But this would all be at the instruction of the
14:26:40 3 lawyer; right?
14:26:41 4 This wasn't like you --
14:26:42 5 A Right.
14:26:43 6 Q -- Sheri deciding, "I want to print a
14:26:44 7 different kind of letter."
14:26:45 8 A No.
14:26:45 9 Q The lawyer would tell you --
14:26:46 10 A Right.
14:26:47 11 Q -- print a letter that has different
14:26:49 12 information to go to somebody in North Carolina --
14:26:51 13 A Correct.
14:26:51 14 Q -- as opposed to people in South Carolina?
14:26:55 15 A Right.
14:27:04 16 Q Okay. Is it probably the case that every
14:27:05 17 time we see something like "SCT/SLS" appearing, that's
14:27:10 18 a document that you would have printed?
14:27:12 19 A Yes.
14:27:12 20 Q And if you would have printed it, most likely
14:27:15 21 you would be the one having entered the information
14:27:17 22 into the collection software?
14:27:22 23 A Yes.
14:28:08 24 Q I'm going to hand you a document that I'm
14:28:09 25 marking as Plaintiff's Exhibit No. 15 that's been

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14:28:12 1 produced in this case. It's dated April 22nd, 2015.
14:28:18 2 MR. KAHN: There you go.
14:28:20 3 (NOTICE OF CONSUMER'S RIGHT TO CURE MARKED
14:28:20 4 PLAINTIFF'S EXHIBIT NO. 15 FOR I.D.)
14:28:20 5 BY MR. KAHN:
14:28:20 6 Q Do you see on the second page where your
14:28:22 7 initials appear?
14:28:23 8 MR. COUNTRYMAN: Going to talk to her about
14:28:24 9 this before she answers any questions on it. If you
14:28:31 10 have anything else you want me to go over with her, I'm
14:28:33 11 happy to do that since --
14:28:34 12 MR. KAHN: I don't think the rules require
14:28:35 13 that. I think what you're doing is improper. So we
14:28:37 14 can --
14:28:37 15 MR. COUNTRYMAN: That's fine. But I'm doing
14:28:38 16 it. So I'm telling that ahead of time. If you want me
14:28:40 17 to go over them with -- with her now, I'll do that. If
14:28:42 18 not, then you can waste more time doing it over the
14:28:44 19 next 30 minutes. That's fine.
14:28:47 20 VIDEOGRAPHER: We will now go off the record.
14:28:47 21 The time is approximately 2:29 p.m.
14:31:22 22 (The deposition recessed briefly.)
14:31:31 23 VIDEOGRAPHER: We are now back on the record.
14:31:33 24 The time is approximately 2:32 p.m.
14:31:39 25 BY MR. KAHN:

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14:31:39 1 Q During the break -- or before the break, I
14:31:42 2 provided you with Plaintiff's Exhibit No. 15. Please
14:31:45 3 tell me what you discussed with the lawyer about
14:31:48 4 Plaintiff's Exhibit No. 15.
14:31:51 5 MR. COUNTRYMAN: I'm instructing the witness
14:31:53 6 not to answer that question based on attorney-client
14:31:55 7 privilege.
14:31:57 8 BY MR. KAHN:
14:31:57 9 Q On the second page, do you see where it says
14:31:59 10 "SCT/SLS"?
14:32:01 11 A Yes.
14:32:01 12 Q And you see where -- and so this is, again, a
14:32:04 13 document you would have printed?
14:32:07 14 A Yes.
14:32:09 15 Q Do you see where the amount of the attorney's
14:32:10 16 fees is listed as $375?
14:32:13 17 A Yes.
14:32:13 18 Q This is an amount that you would have been
14:32:15 19 instructed to enter by Stephanie Trotter?
14:32:18 20 A Yes.
14:32:18 21 Q And probably you would have generated an
14:32:21 22 invoice, a lien invoice, for either $50 to the
14:32:27 23 homeowner association if it was an MJS managed property
14:32:30 24 or $65 if it was a non-MJS managed property?
14:32:34 25 A Right.

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14:32:35 1 Q Okay. And the law firm had instructed you to
14:32:40 2 charge $375 to collect $200 in assessments from the
14:32:45 3 homeowner -- or homeowners; right?
14:32:48 4 MR. COUNTRYMAN: Object to the form.
14:32:49 5 A (Continuing) Yes.
14:32:49 6 Q Do you know why the law firm -- or why you
14:32:51 7 had been instructed to charge 300 or -- strike that.
14:32:56 8 Do you know why the law firm had instructed
14:32:58 9 you to use a figure of $375 for attorney's fees to
14:33:04 10 collect $200 in assessments?
14:33:08 11 A No, I do not know.
14:33:10 12 Q All right. The attorney's fees, the $375
14:33:24 13 being stated as -- try that question again.
14:33:29 14 The attorney's fees stated as $375, as being
14:33:32 15 owed by the homeowner, was not the result of any
14:33:39 16 additional work or processes taking place in the law
14:33:43 17 firm to generate this letter; right?
14:33:45 18 MR. COUNTRYMAN: Object to the form.
14:33:46 19 A (Continuing) This -- this is the fee that we
14:33:48 20 charged.
14:33:48 21 Q Right. But the work associated with
14:33:52 22 producing this document to go out to this -- these
14:33:55 23 homeowners, there's no additional or different kinds of
14:33:57 24 work than the kind of work done to create the documents
14:34:02 25 we've been looking at previously.

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14:34:03 1 Do you understand what I'm saying?
14:34:05 2 MR. COUNTRYMAN: Object to the form.
14:34:07 3 A (Continuing) I mean, all I know is we charged
14:34:08 4 the 375.
14:34:11 5 Q The work done to generate this letter --
14:34:13 6 A Well, I mean --
14:34:15 7 Q -- was not any different than the kind of
14:34:17 8 work you were doing for these other letters? That's
14:34:19 9 all I'm asking.
14:34:20 10 A Right.
14:34:20 11 Q Is that right?
14:34:21 12 A Right.
14:34:22 13 Q Okay. Now, how -- when you enter these
14:34:26 14 numbers into the system, does the system automatically
14:34:30 15 calculate the numbers or is the lawyer supposed to
14:34:32 16 review that? Or how -- how does that work?
14:34:35 17 A What are you talking about?
14:34:36 18 Q That's fine.
14:34:36 19 A Like, when we enter in the --
14:34:37 20 Q Sure. I'm sorry.
14:34:39 21 Let's say you entered into the system an
14:34:41 22 amount -- I assume, as part of the process, you enter
14:34:44 23 in an amount associated with assessments for $200 into
14:34:48 24 the collection software.
14:34:50 25 A Uh-huh.

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14:34:50 1 Q Yes? Right?
14:34:51 2 A Right. We entered that in -- in the system.
14:20:03 3 Q All right. And then let's say you enter
14:34:56 4 $10.95 into the system for interest; right?
14:35:03 5 A It could have been calculated already or --
14:35:07 6 Q Oh. So the numbers appearing -- thank you.
14:35:09 7 So the numbers you've entered as the total
14:35:12 8 amounts --
14:35:14 9 Well, here's what my question is because I
14:35:17 10 don't understand this: When I add up $200, $10.95, and
14:35:23 11 $375, I get $585.95. Do you see how I do that?
14:35:32 12 A Yes.
14:35:33 13 Q And you can use your phone if you need to --
14:35:36 14 A Two, three, yeah, I see that.
14:35:40 15 Q But you see the amount that the law firm is
14:35:43 16 telling a homeowner is a different amount, total;
14:35:47 17 right?
14:35:47 18 A Right.
14:35:48 19 Q Why is that error there?
14:35:50 20 MR. COUNTRYMAN: Object to the form.
14:35:51 21 A (Continuing) I do not -- I don't remember.
14:35:54 22 Q Well, how could that happen?
14:35:57 23 MR. COUNTRYMAN: Object to the form.
14:36:02 24 A (Continuing) I don't know.
14:36:02 25 Q The lawyer didn't catch that error, did they?

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14:36:05 1 Or she?
14:36:05 2 MR. COUNTRYMAN: Object to the form.
14:36:06 3 A (Continuing) I'm not saying --
14:36:06 4 MR. COUNTRYMAN: She never said there was an
14:36:07 5 error.
14:36:08 6 A (Continuing) -- this was an error.
14:36:09 7 Q Okay. Well, you tell me how it's properly
14:36:10 8 calculated.
14:36:11 9 A I can't tell you. I don't have that system
14:36:12 10 in front of me.
14:36:13 11 Q Okay. Well, if we look at the individual
14:36:16 12 items -- $200 for assessments; $10.95 for interest; $0
14:36:23 13 for late fees and other charges; 375 for attorney's
14:36:26 14 fees -- do you agree with me that that totals 385 --
14:36:30 15 I'm sorry -- $585.95?
14:36:34 16 If you need to use your calculator, please
14:36:36 17 do.
14:36:48 18 A How much did you say? Oh, wait.
14:36:51 19 Q Sure. Well -- well, I'll tell you what, why
14:36:53 20 don't you tell me what you get when you add 200 --
14:36:56 21 A Oh, God. Hold on.
14:36:57 22 Q Oh. No problem. Hit "All Clear" so it won't
14:36:58 23 be messed up -- or "AC." So if we add --
14:37:00 24 A $585.95 --
14:37:02 25 Q 585 --

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14:37:02 A -- what you got?
14:37:04 Q "585.95" is what I said. But do you see
14:37:06 where it says currently you owe 585.85?
14:37:10 A Uh-huh.
14:37:11 Q That -- if you add up all the numbers, the
14:37:14 individual items below, you get $585.95; right?
14:37:18 A Right.
14:37:19 Q Which does not equal the 585.85, stated as
14:37:22 being owed by the homeowners; right?
14:37:25 A Yeah. That's not the breakdown, yeah,
14:37:27 apparently.
14:37:29 Q How -- which numbers are wrong?
14:37:31 A I'm not saying they are.
14:37:33 Q Well, how is it that the law firm is telling
14:37:40 the homeowners they owe $585.85 and then provide them
14:37:46 with a breakdown that doesn't equal that?
14:37:47 A I don't recall. I really do not because I
14:37:49 don't have the system in front of me. I mean, if I had
14:37:53 it in front of me and I could look at it and research
14:37:56 it some, then I could figure that out.
14:38:00 Q Okay. But you agree that this is an error?
14:38:02 A No.
14:38:03 Q Why do you think it's not an error?
14:38:05 A Because it -- because it could be something
14:38:08 to do with it, why that's a different amount.

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14:38:11 1 Q Okay. Help -- help me understand that.
14:38:14 2 A I mean, it could be something new with the
14:38:16 3 interest rate, like --
14:38:19 4 Q Oh. So the amount of interest, instead of
14:38:21 5 being $10.95, should have been entered as $10.85?
14:38:26 6 A I don't know. I really don't. I don't know.
14:38:28 7 Q Okay. That's -- I'm just trying to
14:38:30 8 understand. That's all.
14:38:32 9 A Right.
14:38:32 10 Q I didn't understand. It seems to me that
14:38:34 11 when you have a collection-software package --
14:38:38 12 A Uh-huh.
14:38:38 13 Q -- when you enter certain numbers, certain
14:38:41 14 numbers would come out --
14:38:42 15 A Right.
14:38:42 16 Q -- that may not be how it works. That's why
14:38:44 17 I was trying to understand how that could happen.
14:38:46 18 A I -- I don't know.
14:38:50 19 Q But nonetheless, you agree that this is a red
14:38:52 20 flag that somebody needed to look into before sending
14:38:55 21 this letter out?
14:38:57 22 MR. COUNTRYMAN: Object to the form.
14:38:57 23 A (Continuing) No.
14:38:58 24 Q Okay. Why do you think it's not?
14:38:59 25 A Because it's -- it's -- there might --

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there's got to be an explanation for it. I mean, I don't have the stuff in front of me to -- to let you know.

Q Okay. Sitting here today, you don't have an explanation why the total amount shown --

A Is different, right.

Q -- as currently being owed, of $585.85 does not equal the individual items listed?

A Right.

Q Okay. It appears that neither -- well, no one at the law firm caught that inconsistency.

Is that fair enough?

MR. COUNTRYMAN: Object to the form.

A (Continuing) "Inconsist" -- I don't -- I don't know.

Q Well, I was going to call it an "error," but you don't -- I don't want -- this is an error; right?

A I'm not going to admit it because I don't -- I don't know if it is an error.

Q All right. Do you know --

A I don't have the paperwork in front of me. I mean --

Q That's okay. All right. So basically you would have to log into the computer system to CollectMax to go into the history report to figure out

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14:39:58 1 what numbers were entered?
14:40:00 2 A Right. And --
14:40:02 3 Q Look at the homeowner statement?
14:40:04 4 A That too.
14:40:05 5 Q Okay. And when one looked at the homeowner
14:40:08 6 statement, one would not see $375 as being attorney's
14:40:12 7 fees charged on the homeowner account; right?
14:40:16 8 A On their statement, no.
14:40:17 9 Q Is that right? It would not be there; right?
14:40:19 10 A At that time, no.
14:20:03 11 Q Right. So when the law firm is telling the
14:40:24 12 homeowner they owe an amount for community association
14:40:28 13 assessments and related charges, the charge stated as
14:40:32 14 attorney's fees on these letters would not appear on
14:40:36 15 the homeowner account. Right?
14:40:40 16 A Right. The 375 would not appear on the
14:40:42 17 statement.
14:40:43 18 Q Right. And that's the same with all of these
14:40:44 19 attorney's fees, things that we've been looking
14:40:46 20 through; right?
14:40:47 21 A Right.
14:40:50 22 Q All right. I'm going to -- by seeing the
14:40:51 23 $375 appear, would that suggest to you that it's an MJS
14:40:56 24 managed property or not?
14:40:58 25 A Yes.

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14:40:59 1 Q Okay.
14:41:00 2 A It looks like MJS property.
14:41:02 3 Q Okay. And that's not because you recall
14:41:05 4 Staffordshire Homeowner's Association, Inc., as being
14:41:07 5 an MJS managed property --
14:41:09 6 A Right. It's the amount.
14:41:10 7 Q That's just by looking at the amount that
14:41:12 8 Stephanie has told you to enter into the system --
14:41:14 9 A Right.
14:41:14 10 Q -- of 375, as being an indicator to you that
14:41:16 11 this must be an MJS managed property?
14:41:20 12 A Right.
14:41:46 13 Q Is it -- I'm going to hand you what I've
14:42:12 14 marked as Plaintiff's Exhibit No. 16, which is a notice
14:42:20 15 of lien. I think you call it "package."
14:42:22 16 (DEMAND PACKAGE MARKED PLAINTIFF'S EXHIBIT
14:42:22 17 NO. 16 FOR I.D.)
14:42:22 18 BY MR. KAHN:
14:42:22 19 Q Is that -- do you recognize your "Witness"
14:42:23 20 signature on the first page?
14:42:25 21 MR. COUNTRYMAN: I'm going to talk to her
14:42:27 22 about this document before she answers any questions
14:42:28 23 about it.
14:42:34 24 VIDEOGRAPHER: We will now go off the record.
14:42:35 25 The time is approximately 2:43 p.m.

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14:44:50 1 (The deposition recessed briefly.)
14:45:00 2 VIDEOGRAPHER: We are now back on the record.
14:45:01 3 The time is approximately 2:45 p.m.
14:45:05 4 BY MR. KAHN:
14:45:05 5 Q I think my question, before you went out with
14:45:07 6 opposing counsel, was is that your signature on the
14:45:10 7 first page under the second "Witness" line -- on the
14:45:16 8 first page?
14:45:17 9 A Yes.
14:45:18 10 Q "Yes," it is?
14:45:19 11 A Yes.
14:45:19 12 Q All right. What did you all talk about?
14:45:21 13 MR. COUNTRYMAN: Don't answer that. It's
14:45:24 14 privileged.
14:45:24 15 BY MR. KAHN:
14:45:24 16 Q Did he ask you about your signature?
14:45:27 17 MR. COUNTRYMAN: Don't answer that. It's
14:45:29 18 privileged.
14:45:29 19 BY MR. KAHN:
14:45:29 20 Q Did he ask you anything about how these
14:45:32 21 numbers came into being?
14:45:34 22 MR. COUNTRYMAN: Don't answer any question
14:45:35 23 that he asks you that involves what you and I
14:45:37 24 discussed.
14:45:41 25 BY MR. KAHN:

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14:45:41 1 Q Did you ask him about whether or not he's
14:45:42 2 your attorney?
14:45:47 3 A Do what?
14:45:48 4 Q Did you ask him whether or not he is your
14:45:49 5 attorney?
14:45:49 6 A When?
14:45:51 7 Q Just now.
14:45:51 8 MR. COUNTRYMAN: Don't answer any question
14:45:52 9 that deals with what you and I discussed.
14:45:55 10 MR. KAHN: What privilege could you all have
14:45:57 11 been discussing that relates to a document produced to
14:46:01 12 us from McCabe Trotter as part of this litigation?
14:46:04 13 MR. COUNTRYMAN: I'm the one asserting the
14:46:06 14 privilege, not the witness. And I'm happy to talk to
14:46:08 15 you about it, if you would like.
14:46:10 16 If you want to continue wasting the 15
14:46:11 17 minutes left that you have, we can do that. If you
14:46:13 18 want to ask her questions, I'd urge you to proceed and
14:46:16 19 do so.
14:46:23 20 MR. KAHN: Well, I don't know where you're
14:46:24 21 getting the 15 minutes from but whatever.
14:46:25 22 MR. COUNTRYMAN: I told you I'm ending the
14:46:29 23 deposition at 3:00.
14:46:31 24 BY MR. KAHN:
14:46:31 25 Q In terms of the third page of this document,

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14:46:34 1 Plaintiff's Exhibit No. 16, do you see where it shows
14:46:38 2 "Assessments" of $160 as being claimed owed by this
14:46:43 3 consumer? You can see --
14:46:47 4 A Yes. I see the $160 in assessments, yes.
14:20:03 5 Q All right. And below that, attorney's fees
14:46:52 6 of $375 --
14:46:52 7 A Yes.
14:46:52 8 Q -- to collect it. This is a number that
14:46:56 9 Stephanie Trotter would have told you to enter into the
14:46:59 10 system?
14:46:59 11 A Right.
14:47:00 12 Q And you don't have any views as to whether or
14:47:02 13 not this number -- well, strike that.
14:47:08 14 You entered the amount of 375 into the system
14:47:11 15 based on what Stephanie Trotter would have told you?
14:47:13 16 A Right.
14:47:15 17 Q Do you know why the law firm is charging $375
14:47:19 18 to collect $160 in assessments?
14:47:23 19 A That's just what they charge.
14:47:25 20 Q Okay. When you say "they charge," that's
14:47:27 21 what the law firm tells the consumer they owe in
14:47:30 22 attorney's fees; right?
14:47:31 23 MR. COUNTRYMAN: Object to the form.
14:47:32 24 A (Continuing) The homeowner association.
14:47:35 25 Anyway, those are the attorney's fees that they charge.

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14:47:39 1 Q That is -- when you say "they charge," that's
14:47:41 2 McCabe Trotter charging the homeowner; right?
14:47:43 3 A But we're -- we're working on behalf of the
14:47:45 4 HOA.
14:47:46 5 Q I understand that --
14:47:47 6 A So...
14:47:47 7 Q -- but the amount of attorney's fees stated
14:47:50 8 here is the amount of attorney's fees that the law firm
14:47:53 9 is telling the homeowner they owe; right?
14:47:57 10 A Yes. 375.
14:47:59 11 Q At the same time the law firm is telling the
14:48:01 12 homeowner they owe $375 as part of this collection
14:48:06 13 matter, the law firm is charging the homeowner
14:48:13 14 association $50; right?
14:48:15 15 A Right.
14:48:15 16 Q Okay. And you know that the law firm is
14:48:19 17 charging $50 because you would have generated an
14:48:23 18 invoice for this homeowner association to pay the $50
14:48:27 19 invoice --
14:48:28 20 A Retainer --
14:48:28 21 Q -- for professional fees; right?
14:48:30 22 A For the retainer fee.
14:20:03 23 Q All right. And you know of no additional
14:48:33 24 invoice that would have been sent for additional legal
14:48:38 25 fees or -- associated with this; right?

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14:48:40 1 A Not that I'm aware of, no.
14:48:42 2 Q Okay. And that was like that for the entire
14:48:43 3 time you worked at McCabe Trotter; right?
14:48:46 4 A Right.
14:48:52 5 Q Did -- I can't remember if you said -- I'm
14:48:54 6 sorry. Maybe it was the collector.
14:48:55 7 Did you ever talk with any consumers when
14:48:57 8 they would call up and say --
14:48:59 9 A No. I never talked to them.
14:49:00 10 Q Okay. Thank you.
14:49:02 11 Did you ever hear from any of your co-workers
14:49:04 12 that consumers would call up and be very upset by these
14:49:08 13 amounts being charged and liens being placed on their
14:49:11 14 property?
14:49:12 15 A I mean, I've -- I've heard.
14:49:14 16 Q Okay. What did you hear?
14:49:18 17 A I don't recall. I mean --
14:49:21 18 Q Well, in general terms, what did you hear
14:49:22 19 from your co-workers about what consumers were saying
14:49:25 20 when they received these kinds of lien letters from the
14:49:30 21 law firm?
14:49:32 22 MR. COUNTRYMAN: Object to the form.
14:49:36 23 A (Continuing) I don't remember. I just --
14:49:39 24 Q Were the -- did you hear things about the
14:49:41 25 consumers being very upset by being charged these kinds

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14:49:44 1 of amounts?
14:49:45 2 A No.
14:49:46 3 Q Were the consumers pleased that they were
14:49:48 4 being charged these amounts?
14:49:51 5 A I -- I do not know. I didn't talk to the
14:49:53 6 consumers.
14:49:53 7 Q Okay.
14:49:54 8 A So --
14:49:54 9 Q Who was the person talking to the consumers
14:49:55 10 around this time? I can't remember who you said -- or
14:49:57 11 you may not have said. I just don't remember.
14:50:00 12 A I didn't say.
14:50:00 13 Q Okay. Do you remember who the --
14:50:02 14 A It might have been Anita at that time.
14:50:04 15 Q Anita? What's her name?
14:50:08 16 A Anita -- I can't remember her last name.
14:50:09 17 Q That's all right. Anita would be the --
14:50:11 18 A Sorry, Anita.
14:50:12 19 Q That's all right.
14:50:12 20 -- would be the collector?
14:50:13 21 A Yeah.
14:50:14 22 Q Okay. So generally during this process,
14:50:19 23 there are four people whose job it is to generate these
14:50:23 24 kinds of lien packages and various letters that go out
14:50:26 25 to the consumers, including the complaints, or were

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there only --

A Do what now?

Q -- actually there were only three people. Is that -- if I -- I know that was a horrible question. Let me try again.

The -- I'm sort of jumping forward in the process --

A Okay.

Q -- and assuming that the consumer has not paid the amount requested in the notice of lien. They've not paid an additional $150 when the law firm threatens filing a lawsuit if they don't pay within 10 days, and then they have -- the law firm has generated a lawsuit in which they file against the homeowner.

I'm assuming we've gotten to the generation of the complaint?

A Okay.

Q All of those steps from -- what I'm talking about from the email coming in for the first notice of lien through the time the complaint is printed to be filed --

A Uh-huh.

Q -- would be something done by the lien ladies; right, those two people?

MR. COUNTRYMAN: Object to the form.

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14:51:31 1 A (Continuing) The -- the lien ladies would
14:51:32 2 prepare the liens, yes.
14:51:35 3 Q How about the complaint?
14:51:38 4 A Those were assigned to certain people. Like,
14:51:40 5 it was assigned to me, and then before that, it was
14:51:43 6 assigned to someone else. But not -- when I was
14:51:47 7 there --
14:51:47 8 Q Okay. I just --
14:51:49 9 A When I was there, I was the one doing the
14:51:54 10 complaints before --
14:51:55 11 Q Okay.
14:51:55 12 A -- at a certain time. But when I left, I
14:51:57 13 think they were training someone else to do the
14:51:59 14 complaints.
14:52:01 15 Q Would there be just one person generating the
14:52:04 16 complaints in this lien team?
14:52:05 17 A At that time, yes.
14:20:03 18 Q All right. And you were one of those people?
14:52:10 19 A Right.
14:52:10 20 Q You would also generate these lien documents
14:52:13 21 that we've been going through?
14:52:14 22 A Right.
14:52:15 23 Q So when you generated the complaints for
14:52:24 24 filing, that too was part of the collection-software
14:52:29 25 package, where you plugged in numbers and complaints

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14:52:32 1 would sort of spit out?
14:52:34 2 MR. COUNTRYMAN: Object to the form.
14:52:35 3 A (Continuing) It wasn't that simple.
14:52:36 4 Q Okay. Well, you had to enter certain
14:52:38 5 information into the system?
14:52:39 6 A Yeah. Yeah.
14:52:40 7 Q As a result of you entering information into
14:52:43 8 the collection-software system --
14:52:44 9 A Uh-huh.
14:52:46 10 Q -- a lawsuit would be generated?
14:52:49 11 A The complaint would be -- would be -- would
14:52:51 12 be generated, yes.
14:52:53 13 Q Okay. And part of the software package kept
14:52:57 14 an image of what the law firm thought were the relevant
14:53:00 15 pages of the covenants to attach to that complaint?
14:53:03 16 A Right. I think so. That sounds familiar.
14:53:08 17 Q Okay. So it's not like, though, each time a
14:53:09 18 complaint was generated, somebody had to go back
14:53:11 19 through and pull the covenants. They were already part
14:53:14 20 of the system from the beginning, if that makes sense.
14:53:16 21 A Right.
14:53:20 22 Q Okay. What work would the attorney do to
14:53:24 23 generate the printed copy of the complaint, if any?
14:53:29 24 A What do you mean what would she do? To enter
14:53:32 25 in the information or --

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14:53:33 1 Q All right. Would -- I thought typically the
14:53:35 2 information going --
14:53:37 3 A I would enter in the information.
14:53:39 4 Q Which would generate the printed version of
14:53:41 5 the complaint --
14:53:41 6 A Right.
14:53:41 7 Q -- for the lawyer to sign?
14:53:42 8 A Right.
14:53:43 9 Q The lawyer didn't do any work to cause that
14:53:47 10 complaint to be printed; right?
14:53:49 11 A No.
14:53:49 12 MR. COUNTRYMAN: Object to the form.
14:53:51 13 BY MR. KAHN:
14:53:51 14 Q Is that right? Is that right?
14:53:55 15 A The lawyer did not enter in the information.
14:53:58 16 Q Right.
14:53:58 17 A Right.
14:53:59 18 Q So the lawyer did not do work associated with
14:54:01 19 putting information into the collection software in
14:54:03 20 order to --
14:54:04 21 A No. They -- she had already put in
14:54:06 22 information. She had already created the forms and all
14:54:08 23 of that, if that's what you're asking.
14:54:10 24 Q That was way back in the beginning when the
14:54:12 25 homeowner association first joined up with the law

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14:54:14 1 firm; right?
14:54:15 2 A Yes.
14:54:15 3 Q So that was sort of, like, a master template
14:54:18 4 for the homeowner association; right?
14:54:21 5 A Right.
14:54:22 6 Q After that and it was time to generate a
14:54:25 7 complaint --
14:54:26 8 A Uh-huh.
14:54:27 9 Q -- the system would use the master template
14:54:29 10 she created to, then, generate a complaint for her to
14:54:33 11 sign; right?
14:54:34 12 A Right.
14:54:34 13 Q The lawyer did not enter information into the
14:54:37 14 system, after the template was created, in order to
14:54:41 15 generate the complaint that would be --
14:54:43 16 A Right.
14:54:43 17 Q -- filed with the law firm -- with the court;
14:54:45 18 right?
14:54:45 19 A Right.
14:54:45 20 Q Okay. So at the time the lawyer is signing
14:54:48 21 the complaint for filing, for that particular case, the
14:54:53 22 lawyer hasn't done any additional work; right?
14:54:56 23 MR. COUNTRYMAN: Object to the form.
14:54:57 24 A (Continuing) Well, I mean, she reviews it, of
14:54:59 25 course.

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14:54:59 1 Q Okay. But at the time she's reviewing it,
14:55:05 2 she hasn't done anything to create it; correct?
14:55:07 3 MR. COUNTRYMAN: Object to the form.
14:55:09 4 A (Continuing) Not at that time.
14:55:10 5 Q Right. Okay. I understand.
14:55:14 6 What you're saying is that, once the template
14:55:15 7 is created -- when the homeowner association first
14:55:18 8 joins the law firm or works with the law firm --
14:55:20 9 A Right.
14:55:21 10 Q -- the lawyer would create a template to be
14:55:23 11 used in the future should a complaint be necessary to
14:55:26 12 file?
14:55:27 13 A Right.
14:55:28 14 Q After that template is created, then when a
14:55:31 15 request is made by the homeowner association to file a
14:55:35 16 complaint against a homeowner --
14:55:38 17 A Uh-huh.
14:55:39 18 Q -- you as a staff member would enter
14:55:40 19 information into collection software?
14:55:43 20 A Right.
14:55:43 21 Q That would then print a complaint --
14:55:47 22 A Right.
14:55:47 23 Q -- including the relevant covenants?
14:55:49 24 A Right.
14:55:49 25 Q You would, then, put that complaint or stack

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14:55:52 1 of complaints in a box --
14:55:54 2 A Right.
14:55:54 3 Q -- for Stephanie to review?
14:55:56 4 A Yes.
14:55:57 5 Q At the point in time, before she's reviewing
14:55:59 6 that complaint or document you have assembled or put
14:56:03 7 together --
14:56:03 8 A Uh-huh.
14:56:04 9 Q -- she has not done any specific work in that
14:56:07 10 particular case other than create the general template;
14:56:09 11 is that right?
14:56:10 12 MR. COUNTRYMAN: Object to the form.
14:56:14 13 BY MR. KAHN:
14:56:14 14 Q Typically.
14:56:16 15 A No.
14:56:17 16 Q Am I right?
14:56:21 17 A No. She didn't enter in the information,
14:56:23 18 right.
14:56:24 19 Q Right. Okay. Right.
14:56:26 20 So you have entered in all of the
14:56:27 21 information, which results in the complaint being
14:56:29 22 printed, for Stephanie to review and sign?
14:56:32 23 A Right.
14:56:33 24 Q And that's the way it typically worked for
14:56:34 25 all these complaints while you were there?

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14:56:37 1 A For most complaints, yes.
14:56:38 2 Q Okay. Do you have any idea how much time she
14:56:41 3 spent reviewing the printed complaint, before signing
14:56:44 4 it, when you provided her with the stack of complaints
14:56:46 5 to review?
14:56:48 6 A It depends. I -- I really don't know. I
14:56:50 7 mean --
14:56:50 8 Q If you don't know, you don't know. That's
14:56:52 9 fine.
14:56:52 10 A I don't know.
14:56:53 11 Q That's fine.
14:57:07 12 At the time the complaint was generated to be
14:57:12 13 sent for filing to the homeowner's association -- I'm
14:57:15 14 sorry -- to be sent to the courthouse. Let me try that
14:57:17 15 again.
14:57:18 16 At the time the complaint -- at the time you
14:57:19 17 entered the information into the system to generate the
14:57:23 18 complaint for Stephanie to sign, a letter would be
14:57:35 19 generated that would go on top of that complaint to be
14:57:37 20 sent to the homeowner, saying they owed money that
14:57:43 21 included something like $1,500 or more in attorney's
14:57:47 22 fees. Does that ring a bell?
14:57:49 23 A We would serve them.
14:57:50 24 Q Okay. With a cover letter that would say
14:57:52 25 that; right?

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14:57:52 A I think so.
14:57:55 Q At the time the law -- and it could -- from
14:57:57 what I understand, the -- the amount of attorney's fees
14:57:59 the law firm was saying the homeowner owed at the time
14:58:01 the complaint was being served on them --
14:58:05 A Uh-huh.
14:58:06 Q -- included 375 or 425 for attorney's fees
14:58:13 for the lien?
14:58:14 A Uh-huh.
14:58:16 Q $150 for sending the 10-day letter, saying if
14:58:18 you don't --
14:58:19 A The intent to foreclose.
14:58:21 Q Okay. The intent to foreclose. And then
14:58:23 $1,500 for filing the complaint?
14:58:28 A Right.
14:58:28 Q So the law firm, as part of serving the
14:58:33 complaint on the homeowner, would add $1,500, 425 or
14:58:39 375, depending on if it was MJS-or-not managed
14:58:43 property, plus $150; right?
14:58:46 A That's with the fees.
14:58:47 Q At the time the law firm was telling the
14:58:49 homeowner they owed over $2,000 in attorney's fees, the
14:58:54 law firm, being you, would not have generated an
14:58:57 invoice for greater than $65 for attorney's fees --
14:59:01 this lien-retainer thing --

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14:59:03 1 A There's a $400 retainer fee.
14:59:06 2 Q That's for costs; right? Do you understand
14:59:07 3 the difference?
14:59:08 4 A I forgot.
14:59:09 5 Q Okay. Well, do you -- does now, does that
14:59:10 6 recall?
14:59:10 7 A I think so, yeah.
14:59:11 8 Q All right. So at the time the complaint was
14:59:14 9 filed -- around the time the complaint was filed, the
14:59:16 10 law firm would generate a $400 --
14:59:19 11 A Cost invoice.
14:59:20 12 Q Cost invoice?
14:59:21 13 A Right.
14:59:22 14 Q Right. Which would be used by the law
14:59:24 15 firm -- that money would be used to pay for costs which
14:59:28 16 may be associated with the filing fee and serving and
14:59:31 17 for the title abstract.
14:59:33 18 A Right.
14:59:33 19 Q Right? If the law firm did not use all that
14:59:36 20 $400, what happened to that money? Do you know?
14:59:43 21 A I don't know.
14:20:03 22 Q All right. Now, with that clarification
14:59:48 23 about the difference between the $400 invoice for cost
14:59:51 24 versus going back to something like Plaintiff's Exhibit
14:59:54 25 No. 12, the invoice for the lien for professional fees,

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14:59:57 1 at the time the law firm was filing the complaint and
15:00:01 2 telling the consumer they owed over $2,000 in
15:00:04 3 attorney's fees, the law firm had not generated more
15:00:07 4 than a $65 invoice for attorney's fees to the homeowner
15:00:13 5 association. Right?
15:00:14 6 MR. COUNTRYMAN: Object to the form.
15:00:16 7 BY MR. KAHN:
15:00:16 8 Q Do you understand what I'm saying?
15:00:17 9 A That that was the only invoice that they sent
15:00:19 10 to the HOA?
15:00:21 11 Q Correct.
15:00:21 12 A As far as I know.
15:00:22 13 Q Right. So at the time the lawsuit was filed,
15:00:26 14 the most you know of invoices being sent for
15:00:30 15 professional fees would be $65 -- would be the most --
15:00:33 16 because it either be 50 or $65.
15:00:36 17 A Well, I mean, that was the retainer fee.
15:00:38 18 Q Right.
15:00:38 19 A That's what would -- that's what we charged.
15:00:39 20 Q And after the lawsuit was filed, did you
15:00:42 21 ever -- did you ever generate any invoice for
15:00:46 22 professional fees, not for costs, greater than that 50
15:00:51 23 or $65 invoice to the homeowner association?
15:00:53 24 A I didn't generate any other invoice.
15:00:55 25 Q Okay. Do you know of anyone else who did?

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15:00:58 1 A I didn't deal with the accounting department.
15:01:01 2 Q Okay.
15:01:01 3 A So --
15:01:01 4 Q Well, who else would have entered -- I
15:01:03 5 thought that was one of you all's responsibilities as
15:01:05 6 part of the lien team?
15:01:06 7 A Right. We entered in that, yes.
15:01:08 8 Q When you say "that," that would be a lien --
15:01:08 9 A The lien retainer fee.
15:01:10 10 Q And after you entered in that lien retainer
15:01:12 11 fee of 50 or $65 --
15:01:14 12 A Right.
15:01:15 13 Q -- you never generated any additional fee
15:01:20 14 bill for the homeowner association; right?
15:01:23 15 A Right.
15:01:24 16 Q And that was even though the law firm was
15:01:27 17 telling the homeowner they owed over $2,000 in
15:01:31 18 attorney's fees; right?
15:01:32 19 A The, yeah, to the, yeah, homeowner
15:01:35 20 association.
15:01:35 21 Q Okay. And the law firm was telling the
15:01:37 22 consumer they owed over $2,000 in attorney's fees to
15:01:42 23 the homeowner association even though the law firm
15:01:45 24 would never generate an invoice to the homeowner
15:01:48 25 association for over $2,000 for legal fees; right?

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15:01:53 1 A Right.
15:01:54 2 Q Okay. Now, in terms of -- I'm going to show
15:01:56 3 you what I've marked as Plaintiff's --
15:01:57 4 MR. COUNTRYMAN: Justin, I'm sorry to
15:01:57 5 interrupt, but it is 3:00, and I got to get on the
15:01:59 6 road. So I'm going to have to end the deposition.
15:02:02 7 MR. KAHN: All right. Well, I don't agree to
15:02:05 8 that.
15:02:06 9 MR. COUNTRYMAN: Okay. That's fine.
15:02:08 10 MR. KAHN: So I'll continue.
15:02:10 11 MR. COUNTRYMAN: No. You don't have to stay
15:02:11 12 here.
15:02:12 13 Sheri, I'm your lawyer, correct, for this
15:02:14 14 deposition?
15:02:15 15 THE WITNESS: Yes.
15:02:15 16 MR. KAHN: No. That's objection. She --
15:02:16 17 the witness has asked and answered -- has answered that
15:02:17 18 as "No."
15:02:18 19 MR. COUNTRYMAN: When we talked yesterday and
15:02:19 20 talked before, it was with the understanding that what
15:02:21 21 we said was privileged and confidential; correct?
15:02:25 22 THE WITNESS: Yes.
15:02:25 23 MR. KAHN: Objection.
15:02:26 24 Hold on a second, now. You can't -- I'm
15:02:27 25 still asking questions. You don't get to ask

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15:02:30 1 questions. And if you're going to ask about it, then
15:02:32 2 I'm going to ask you about these conversations you had
15:02:34 3 since he just opened the door.
15:02:36 4 BY MR. KAHN:
15:02:36 5 Q So when did you meet with Mr. Countryman?
15:02:38 6 MR. COUNTRYMAN: This deposition is over.
15:02:42 7 MR. KAHN: All right. Well, I'm staying
15:02:42 8 here.
15:02:43 9 MR. COUNTRYMAN: Okay.
15:02:43 10 MR. KAHN: All right. Well --
15:02:44 11 BY MR. KAHN:
15:02:44 12 Q I'm going to show you what --
15:02:44 13 MR. COUNTRYMAN: The witness is not. The
15:02:46 14 witness is going to --
15:02:47 15 (DEMAND PACKAGE MARKED PLAINTIFF'S EXHIBIT
15:02:47 16 NO. 17 FOR I.D.)
15:02:47 17 BY MR. KAHN:
15:02:47 18 Q I'm going to show you what I've marked as
15:02:49 19 Plaintiff's Exhibit No. 17.
15:02:50 20 MR. COUNTRYMAN: Sheri, you don't have to
15:02:52 21 stay here.
15:02:53 22 THE WITNESS: I've got stuff to do.
15:02:58 23 BY MR. KAHN:
15:02:58 24 Q If the attorney told you not to leave, would
15:03:04 25 you stay? The attorney just told you, you don't have

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15:03:06 1 to stay here. If he said you did have to stay
15:03:08 2 here would you stay here?
15:03:08 3 MR. COUNTRYMAN: You can get up, and you
15:03:10 4 don't have to answer that question.
15:03:11 5 THE WITNESS: Yeah. I'm going to go.
15:03:14 6 MR. KAHN: Okay.
15:03:14 7 THE WITNESS: I'm going on my free will.
15:03:16 8 BY MR. KAHN:
15:03:16 9 Q Well, you're -- it sounds like you're going
15:03:18 10 on the instruction of Mr. Countryman.
15:03:20 11 Do you agree that both you and the lawyer you
15:03:23 12 work for agreed to appear at this deposition a long
15:03:26 13 time ago when I talked with you all?
15:03:31 14 A I can go get him.
15:03:33 15 Q He is not here to be deposed, as far as I
15:03:36 16 know.
15:03:36 17 A Yeah.
15:03:40 18 MR. KAHN: All right. Well, I guess this
15:03:41 19 deposition will be continued based on a court order,
15:03:42 20 and we can deal with that later on.
15:03:47 21 MR. COUNTRYMAN: As far as I'm concerned,
15:03:48 22 the deposition is terminated.
15:03:50 23 MR. KAHN: I don't agree, and we can deal
15:03:52 24 with the Court on that.
15:03:54 25 MR. COUNTRYMAN: Okay.

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15:03:58 1 VIDEOGRAPHER: This concludes the video
15:03:59 2 deposition of Sheri L. Self for today, January 24th,
15:04:04 3 2019. The time is approximately 3:04 p.m. We are now
15:04:07 4 off the record.
15:07:32 5 (The deposition recessed briefly.)
15:07:33 6 MR. KAHN: Opposing counsel has walked out of
15:07:34 7 this deposition, I believe, in violation of the rules,
15:07:39 8 and we can take the matter up with the Court.
15:07:45 9 During the deposition, the witness marked on
15:07:48 10 a piece of paper that I handed her, and I'm going to
15:07:51 11 mark that document as Plaintiff's Exhibit No. 18.
15:07:55 12 (HANDWRITTEN NOTES MARKED PLAINTIFF'S EXHIBIT
15:07:55 13 NO. 18 FOR I.D.)
15:07:55 14 MR. KAHN: I think her testimony generally
15:07:57 15 related to some kind of checklist, or something like
15:07:59 16 that, earlier on in the deposition. So I've marked a
15:08:01 17 piece of paper that the witness had written on as
15:08:04 18 Plaintiff's Exhibit No. 18.
15:08:08 19 Off the record.
15:09:06 20 (The deposition recessed briefly.)
15:09:06 21 (PLAINTIFF'S NOTICE OF VIDEOTAPED DEPOSITION
15:09:06 22 OF SHERI SELF MARKED PLAINTIFF'S EXHIBIT NO.
15:09:07 23 19 FOR I.D.)
15:09:12 24 MR. KAHN: Further -- further, I'm going to
15:09:15 25 mark as Plaintiff's Exhibit No. 19, the deposition

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15:09:19 1 notice that was provided to opposing counsel, and he
15:09:25 2 accepted, by consent, as correspondence would reflect.
15:09:32 3 But this is the deposition notice that this
15:09:34 4 deposition took place pursuant to -- by agreement of
15:09:40 5 the witness, the attorney she works for in this office,
15:09:43 6 and Mr. Countryman.
15:09:46 7 And at no place in this deposition does it
15:09:51 8 limit the time, scope of the deposition, and at no time
15:09:56 9 before -- and the record will reflect -- it was
15:10:00 10 sometime around noon today that Mr. Countryman
15:10:02 11 indicated that this deposition would have to end by or
15:10:06 12 around 3:00.
15:10:08 13 Instead, he simply stated that on the -- I
15:10:13 14 can't remember if it was on the record, but simply told
15:10:16 15 us that it would be ending around 3:00. I don't know
15:10:20 16 that he stated a reason. The record will reflect that
15:10:24 17 one way or another.
15:10:24 18 But, again, this deposition has been ended
15:10:30 19 without my consent, permission, or -- and I think in
15:10:35 20 violation of the rules, and I think I've preserved what
15:10:39 21 I can for the Court to look at the various issues of --
15:10:42 22 that have arisen in this deposition that, I think,
15:10:44 23 violate the rules.
15:10:46 24 Off the record.
15:12:23 25 (The deposition recessed briefly.)

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15:12:23 MR. KAHN: Further, we've had -- I've brought additional documents to review through -- with this witness, that she would have generated or created. I've been deprived of the opportunity to ask her about these.

15:12:36 Further, we -- I came here the night before in order to make sure we were here timely. And I do not consider the deposition terminated. We plan on discussing this matter with the Court, and we'll go from there.

(Deposition was adjourned at 3:13 p.m.)

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C E R T I F I C A T E

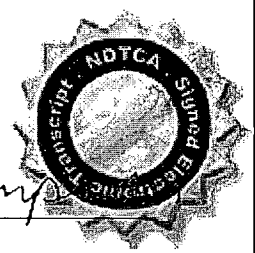
STATE OF SOUTH CAROLINA:

COUNTY OF CHARLESTON:

I, TERI L. SAMPSON, Registered Professional Reporter, Notary Public and Certified Live Note Reporter, State of South Carolina at Large, certify that I was authorized to and did stenographically report the foregoing deposition; and that the transcript is a true record of the testimony given by the witness.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

WITNESS MY HAND AND OFFICIAL SEAL this 2nd day of February, 2019, in the City of Charleston, County of Charleston, State of South Carolina.



Teri L. Sampson, RPR,
Notary Public and Certified
Live Note Reporter
My commission expires:

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ERRATA SHEET

I have read the transcript of my deposition and find that no changes are necessary.

_____
Sheri Self

Having read the transcript of my deposition, I wish to make the following corrections (Please state reason):

Page _____ Line _____: _____

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_____
Sheri Self

Sworn to and subscribed before me this _____ day of _____, 2019, _____ County, South Carolina.

_____
Notary Public
My commission expires _____

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