



RIESEN | DURANT LLC
ATTORNEYS AT LAW

FRED "TRIP" W. RIESEN, III (SC, CA)
FRED W. RIESEN, JR (1942-2019)

G. RUTLEDGE DURANT

April 23, 2022

RECEIVED

Apr 25 2022

SC Court of Appeals

VIA EMAIL

V. Claire Allen
Chief Deputy Clerk
The South Carolina Court of Appeals

RE: *Blind Acre, Inc. v. Stash Storage Holdings, Inc.*
Appellant Case No. 2022-000103

Dear Ms. Allen:

We are in receipt of your letter of April 20, 2022 regarding the transcript in this matter. As you know, we filed our request for the transcript of the hearing in this matter on February 7, 2022.

Upon receipt of your letter, my paralegal, Christina Sojourner, reached out to the Court Reporter, Christine Smith, and inquired about the transcript. Ms. Smith was quick to respond and provided the transcript on April 21, 2022. We have attached the transcript to this correspondence along with a copy of the email correspondence with Ms. Smith. Unfortunately, due to an oversight, neither the Court, Court Administration nor opposing counsel was copied on this correspondence between Ms. Sojourner and Ms. Smith per rule 207 of the South Carolina Appellate Court Rules.

We hope to be allowed to proceed with this appeal and we respectfully request to be able to file our initial brief with the Court within 30 days from receipt of the transcript.

If you should need anything further from our office, please let us know.

Very Truly Yours,

/s/ **G. Rutledge DuRant**

G. Rutledge DuRant

Enclosures: (1) Transcript of Proceeding
(2) Correspondence between Christina Sojourner and Christine Smith

613 Long Point Road, Suite 100
Mount Pleasant, South Carolina 29464
Office: (843) 800-0809/ Fax: (843) 767-3282

rutledge@riesendurant.com
www.riesendurant.com

Cc: The Honorable Jenny Abbott Kitchings (ctapfilings@sccourts.org)
Mary-Caitlyn Singleton, Senior Appeals Specialist (ctapfilings@sccourts.org)
Tonnya K. Kohn, Director S.C. Court Administration (transcripts@sccourts.org)
Benjamin Alexander Crute Traywick, Esquire (ben@bentraywicklaw.com)
Alexandra Scott Williams, Esquire (ali@bentraywicklaw.com)
Christine Smith (csmith@adacounty.id.gov)



RIESEN | DURANT LLC
ATTORNEYS AT LAW

FRED "TRIP" W. RIESEN, III (SC, CA)
FRED W. RIESEN, JR (1942-2019)

G. RUTLEDGE DURANT

April 23, 2022

VIA EMAIL

V. Claire Allen
Chief Deputy Clerk
The South Carolina Court of Appeals

RE: *Blind Acre, Inc. v. Stash Storage Holdings, Inc.*
Appellant Case No. 2022-000103

Dear Ms. Allen:

We are in receipt of your letter of April 20, 2022 regarding the transcript in this matter. As you know, we filed our request for the transcript of the hearing in this matter on February 7, 2022.

Upon receipt of your letter, my paralegal, Christina Sojourner, reached out to the Court Reporter, Christine Smith, and inquired about the transcript. Ms. Smith was quick to respond and provided the transcript on April 21, 2022. We have attached the transcript to this correspondence along with a copy of the email correspondence with Ms. Smith. Unfortunately, due to an oversight, neither the Court, Court Administration nor opposing counsel was copied on this correspondence between Ms. Sojourner and Ms. Smith per rule 207 of the South Carolina Appellate Court Rules.

We hope to be allowed to proceed with this appeal and we respectfully request to be able to file our initial brief with the Court within 30 days from receipt of the transcript.

If you should need anything further from our office, please let us know.

Very Truly Yours,

/s/ **G. Rutledge DuRant**

G. Rutledge DuRant

Enclosures: (1) Transcript of Proceeding
(2) Correspondence between Christina Sojourner and Christine Smith

613 Long Point Road, Suite 100
Mount Pleasant, South Carolina 29464
Office: (843) 800-0809/ Fax: (843) 767-3282

rutledge@riesendurant.com
www.riesendurant.com

Cc: The Honorable Jenny Abbott Kitchings (ctapfilings@sccourts.org)
Mary-Caitlyn Singleton, Senior Appeals Specialist (ctapfilings@sccourts.org)
Tonnya K. Kohn, Director S.C. Court Administration (transcripts@sccourts.org)
Benjamin Alexander Crute Traywick, Esquire (ben@bentraywicklaw.com)
Alexandra Scott Williams, Esquire (ali@bentraywicklaw.com)
Christine Smith (csmith@adacounty.id.gov)



Rutledge DuRant <rutledge@riesendurant.com>

Re: [EXTERNAL] Transcript Request - Blind Acre, Inc. v. Stash Storage Holdings, Inc. - 2019-CP-10-04053 - Hearing June 2, 2021 (Appellate Case No. 2022-000103)

1 message

Christine Smith <csmith@adacounty.id.gov>
To: Christina Sojourner <christina@riesendurant.com>
Cc: Rutledge DuRant <rutledge@riesendurant.com>

Thu, Apr 21, 2022 at 9:26 AM

I'm sorry for the delay. I'll have to you today

Get [Outlook for iOS](#)

From: Christina Sojourner <christina@riesendurant.com>
Sent: Thursday, April 21, 2022 7:23:34 AM
To: Christine Smith <csmith@adacounty.id.gov>
Cc: Rutledge DuRant <rutledge@riesendurant.com>
Subject: Re: [EXTERNAL] Transcript Request - Blind Acre, Inc. v. Stash Storage Holdings, Inc. - 2019-CP-10-04053 - Hearing June 2, 2021 (Appellate Case No. 2022-000103)

Ms. Smith,

We received correspondence from the Court of Appeals yesterday inquiring about the delay in filing of our initial briefs. I am following up to check on the status of our transcript request for this matter.

Best Regards,
Christina

On Mon, Feb 7, 2022 at 2:38 PM Christine Smith <csmith@adacounty.id.gov> wrote:

Thank you. Will get started on it ASAP. I will require payment upon completion. Thank you so much.

Best -
Christine A. Smith

Christine A. Smith, RPR
Official Court Reporter to Honorable Derrick O'Neill
Ada County Courthouse
csmith@adacounty.id.gov
(208) 287-7537

From: Christina Sojourner <christina@riesendurant.com>
Sent: Monday, February 7, 2022 12:33 PM
To: Christine Smith <csmith@adacounty.id.gov>
Cc: Benjamin Traywick <ben@bentraywicklaw.com>; Cappy Traywick <cappy@bentraywicklaw.com>; Teresa Cassaro <teresa@bentraywicklaw.com>; Court Of Appeals Filings <ctappfilings@sccourts.org>; Transcripts <transcripts@sccourts.org>; Christina Sojourner <christina@riesendurant.com>; Rutledge DuRant <rutledge@riesendurant.com>; ali@bentraywicklaw.com <ali@bentraywicklaw.com>
Subject: [EXTERNAL] Transcript Request - Blind Acre, Inc. v. Stash Storage Holdings, Inc. - 2019-CP-10-04053 - Hearing June 2, 2021 (Appellate Case No. 2022-000103)

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Ms. Smith,

Attached please find Respondent-Appellant Blind Acre, Inc.'s transcript request regarding the above referenced matter. If you require that a hard copy be placed in the mail, please let us know.

The Court of Appeals and counsel of record have been copied on this email.

Best Regards,

Christina Sojourner

--

Christina Sojourner
Paralegal
Riesen | DuRant, LLC
[613 Long Point Road](#)
[Suite 100](#)
[Mt. Pleasant, SC 29464](#)
(843)800-0809
(843)936-7068 (fax)
christina@riesendurant.com
www.riesendurant.com [riesendurant.com]

This e-mail and the information transmitted contains PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information, is strictly prohibited. If you have received this e-mail in error, please immediately contact G. Rutledge DuRant with Riesen DuRant, LLC at (843) 800-0809 and please delete the original transmittal of this information.

--

Christina Sojourner
Paralegal
Riesen | DuRant, LLC
[613 Long Point Road](#)
[Suite 100](#)
[Mt. Pleasant, SC 29464](#)
(843)800-0809
(843)936-7068 (fax)
christina@riesendurant.com
www.riesendurant.com [riesendurant.com]

This e-mail and the information transmitted contains PRIVILEGED and CONFIDENTIAL information and is the property of the sender. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this information, or the taking of any action in reliance on the content of this information, is strictly prohibited. If you have received this e-mail in error, please immediately contact G. Rutledge DuRant with Riesen DuRant, LLC at (843) 800-0809 and please delete the original transmittal of this information.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

RECEIVED
Apr 25 2022
SC Court of Appeals

Blind Acre, Inc.,
Plaintiff,

vs. CASE NO. 2019-CP-10-04053

Stash Storage Holdings, Inc.,
Defendant.

Hearing before the Honorable Mikell R.
Scarborough, reported by Christine A. Smith, Court
Reporter and Notary Public, at 2:00 p.m. on
June 2, 2021 at 100 Broad Street, Courtroom 2A,
Charleston, South Carolina.

Christine A. Smith, Court Reporter
Master-in-Equity
100 Broad Street, Suite 266
Charleston, SC 29401
(843) 367-9596
csmith@adacounty.id.gov

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

G. Rutledge Durant, Esq.
Riesen DuRant, LLC
613 Long Point Road
Suite 100
Mt. Pleasant, SC 29464
843) 800-0809
Rutledge@riesendurant.com

ATTORNEYS FOR THE DEFENDANT:

Ben Traywick, Esq.
Ben Traywick Law
171 Church Street
Suite 340
Charleston, SC 29401
843) 872-1709
Ali@bentraywicklaw.com

(INDEX AT REAR OF TRANSCRIPT)

P R O C E E D I N G S

1
2
3 THE COURT: The matter before the Court this
4 afternoon is the Blind Acre versus Stash Storage
5 Holdings case. The case number is 2019-CP-10-4053.
6 Mr. George Durant is here for the Plaintiff, correct?

7 MR. DURANT: That's correct, Your Honor.

8 THE COURT: We have a damages hearing on a
9 breach of contract and a marketing services contract.

10 MR. TRAYWICK: Correct, Your Honor. Ben
11 Traywick here for the Defendant.

12 THE COURT: And Mr. Traywick. Very good.
13 Thank you, Mr. Traywick?

14 MR. TRAYWICK: How are you, Your Honor? Glad
15 to see everybody.

16 THE COURT: It's good to see you again. All
17 right. Mr. Durant, tell me a little bit about it.
18 You've got witnesses you want to put forward today?

19 MR. DURANT: I do, Your Honor.

20 THE COURT: Default damages, correct?

21 MR. DURANT: Default damages. That's correct.

22 THE COURT: All right. So Mr. Traywick,
23 you're here on behalf of the Defendant. You-all can
24 participate by Cross-Examination, but it's limited to
25 that.

1 MR. TRAYWICK: That is certainly my
2 understanding, Your Honor.

3 THE COURT: Very good. All right. Thank you,
4 Mr. Traywick. Mr. Durant?

5 MR. DURANT: Thank you, Your Honor. I have a
6 book I would like to pass up to the Court. I let
7 Mr. Traywick take a look at this. I think this
8 should be beneficial to Your Honor.

9 THE COURT: Certainly. Thank you, sir.

10 MR. DURANT: What this book encompasses is
11 just a copy of the summons and complaint, the
12 affidavit of service, the pleadings from the
13 Defendant, which was -- a complaint was filed on
14 July 31, 2019, and served in person on September 26,
15 2019.

16 We did not move for default, and default was
17 not entered until March 23, 2021 for circumstances
18 that we may get into. On March 26, 2021, there was
19 an order from Judge Young referring this matter for a
20 damages hearing to Your Honor.

21 We served notice of the damages hearing on May
22 5, 2021 and were informed this morning that
23 Mr. Traywick would be here today.

24 THE COURT: All right.

25 MR. DURANT: So we do intend to present our

1 damages in this matter, and we can call our first
2 witness if you like.

3 THE COURT: All right. Mr. Traywick, any
4 motions or any matters to take up before we start?

5 MR. TRAYWICK: Your Honor, if it suits the
6 Court, I might just have some sort of persuasive
7 comments toward the end if Your Honor is going to
8 permit that. We can just get into it. I think that
9 will help everybody understand what's going on.
10 Thank you, Your Honor.

11 THE COURT: Mr. Durant, you may call your
12 first witness.

13 MR. DURANT: Thank you, Your Honor. I'll
14 point out that Section 6 and Section 7 deal with the
15 damages, synopsis, and the invoices we've provided
16 here. We may get into some more stuff as well.

17 THE COURT: Okay.

18 MR. DURANT: We will call Scott Holtkamp.

19 SCOTT HOLTKAMP,
20 being first duly sworn, testified as follows:

21 THE COURT: Mr. Holtkamp, when you get settled
22 in if you would give us your full name and address
23 for the record, and spell that last name for us.

24 THE WITNESS: Sure. Scott David Holtkamp,
25 H-O-L-T-K-A-M-P.

1 THE COURT: And your address?

2 THE WITNESS: My address is 1589 Aztec Lane,
3 Mt. Pleasant, South Carolina, 29466.

4 THE COURT: Very good. Thank you, sir.
5 Mr. Durant, your witness.

6 MR. DURANT: May it please the Court?

7 THE COURT: Yes, sir.

8 EXAMINATION

9 BY MR. DURANT:

10 Q. Mr. Holtkamp, if you could, I just want a
11 little bit of information about yourself. How old
12 are you?

13 A. I'm 41.

14 Q. Are you married?

15 A. I am.

16 Q. How long have you been married?

17 A. I've been married for almost 16 years.

18 Q. Do you have any children?

19 A. I have three.

20 Q. How old are they?

21 A. They are 14, 12, and 10.

22 Q. And you live in the Charleston area?

23 A. I do.

24 Q. How long have you lived in the Charleston
25 area?

1 A. Going on seven years.

2 Q. Where did you move from?

3 A. Dublin, Ohio.

4 Q. And what's your background in terms of
5 education?

6 A. I went to school at Western Illinois
7 University. I graduated in 2002. I graduated with a
8 communications and business management degree as well
9 as hospitality management.

10 Q. And what kind of things have you done to
11 employ yourself since that time?

12 A. I have been a -- prior to being an
13 entrepreneur for the last 18 years, I actually worked
14 for Disney World. I did PR for the BoardWalk as well
15 as some other jobs in there. Then I actually worked
16 for a company called Simcor which is a multilevel
17 marketing company which is based out of Canada. My
18 office was in Chicago, and I was transferred to
19 Columbus, Ohio where I met my lovely wife.

20 Q. Now, I want to get into Blind Acre. You're
21 familiar with Blind Acre?

22 A. I am.

23 Q. What is Blind Acre?

24 A. Blind Acre was a digital marketing strategy
25 firm. We focused on all things digital. We also did

1 anything traditional marketing wise for companies
2 like Stash.

3 What that means and what that entails is that
4 we would do anything from building website software
5 to websites themselves, do digital marketing lead
6 generation and social media all the way up to search
7 and optimization, brand identity, you name it,
8 anything under the sun -- anything marketing we did.

9 Q. When approximately was Blind Acre started?

10 A. January 4th of 2008.

11 Q. And who started it?

12 A. I did.

13 Q. Did you have any partners?

14 A. I did not.

15 Q. You owned it wholly?

16 A. Yes.

17 MR. DURANT: All right. I'm going to mark
18 this as Plaintiff's No. 1. This is the summons and
19 complaint filed in the matter with the exhibit,
20 including the contract that is at issue in this case.

21 THE COURT: All right, sir.

22 (PLF. EXH. #1, Summons and Complaint, was
23 marked for identification.)

24 Q. (BY MR. DURANT) All right. I'm going to show
25 you what we have marked as Plaintiff's Exhibit 1.

1 I'll ask you to take a look at it, and let me know if
2 you recognize it.

3 A. I recognize it.

4 Q. The contract that's attached there to the
5 summons and complaint, is that a true and accurate
6 copy of the contract in this matter that you signed
7 on behalf of Blind Acre with a representative from
8 Stash Storage Holdings, Co --

9 A. Yes, it is.

10 Q. -- or Stash Storage Holdings, Inc. When was
11 that contract signed?

12 A. August -- roughly August 1st of 2018. Yes,
13 August 1st, 2018.

14 Q. All right. Per the terms of that contract,
15 how long was it contemplated that this contract would
16 be in existence?

17 A. 36 months.

18 Q. And it could be extended?

19 A. Yes. Re-upped.

20 Q. Was there a minimum amount that Blind Acre was
21 owed from Stash Holdings under the terms of this
22 contract per month?

23 A. Yes, \$25,000.

24 Q. And so this was a sum-certain contract?

25 A. Yes.

1 Q. It was unambiguous?

2 A. Yes.

3 Q. Was that a material inducement for Blind Acre
4 to sign this contract with 36 months, guaranteed
5 \$25,000 a month?

6 A. Yes.

7 Q. On that basis did you sign this contract?

8 A. I did.

9 Q. Now, there are other particulars about this
10 contract, correct?

11 A. Yes.

12 Q. And you'll be able to tell Judge Scarborough
13 anything he would like to question you about?

14 A. Yes.

15 Q. So on that basis, when did the contract start?

16 A. The contract started August 1st, 2018.

17 Q. And if you could, tell Judge Scarborough what
18 Blind Acre obligated itself to do for Stash under the
19 terms of this contract.

20 A. So within the agreement you'll see a list of
21 items that were -- we were hired to become the agency
22 of record, and we did everything for Stash from the
23 strategy of implementing visual and marketing efforts
24 to coming up with a strategy of how to go to market
25 with new product lines, brand new strategies into how

1 they should actually facilitate and grow within
2 different markets. We did research development,
3 everything you can think of on a competitive hub, we
4 created everything that was submitted to you. Then
5 we grew into helping within the brand of Envy
6 (phonetic) as well as into the digital market, and
7 implementation for anything social, anything
8 overheaded, paper clipped, anything you can think of
9 within the digital space, we did for them.

10 Q. All right. And I'm sure that Judge
11 Scarborough is wondering what kind of business Stash
12 is; can you tell him?

13 A. Yes. Stash is a storage company that has a
14 warehouse out in North Charleston that was positioned
15 to me as they were going to grow national and
16 international over time with multi locations all
17 over, and we were being hired to help them grow.

18 Stash Storage is not self storage. What they
19 did is actually pick up the product and take it to
20 that warehouse, and then when you want it on demand
21 they'll deliver it back to you.

22 Q. They package it up, take it on their trucks,
23 give it bar codes?

24 A. Yes.

25 Q. Keep individual items individualized?

1 A. Yes. They also have an online portal that we
2 helped build that is for people like me. As a client
3 I can go on -- I can ask for a pickup, I can actually
4 request my items back, I can go through lists, and I
5 can have it all sent back to me if I wanted to.

6 Q. All right. So this was a startup company that
7 you saw possibilities with?

8 A. Major, yes.

9 Q. At the time that you signed this contract and
10 were induced to sign on these terms, how big was your
11 company, Blind Acre, about that time?

12 A. At the time we had roughly 18 employees. We
13 had multiple contractors that worked all over, but
14 that's how big we were at that period of time.

15 Q. All right. And based on the contract you
16 signed with Stash, what, if anything, did you do with
17 your company in terms of the organization of it?

18 A. So when I signed with Stash it was under the
19 understanding that I would have a team dedicated
20 towards Stash Storage. That team was our top
21 individuals within our company. Those individuals --
22 we actually -- some we hired. Some we brought over
23 to facilitate and grow Stash Storage, and then I had
24 to hire others to facilitate that work.

25 Q. Did you tone down Blind Acre projects in other

1 areas in order to accommodate this contract with
2 Stash?

3 A. I did. I did. We slowed our pipeline on or
4 business development side because of what we were
5 growing with Stash. We made sure we were growing,
6 one, with Stash helping them build, due to that and
7 with me.

8 Q. Would you have signed this contract if it
9 would not have been for a length of 36 months
10 guaranteed?

11 A. I would not, no.

12 MR. DURANT: Okay. I'm going to show you what
13 we have -- well, let me mark these. This is the
14 damages synopsis and the invoices that we included in
15 the pack. This is No. 2, Invoices. I'll move in
16 Plaintiff's No. 1, I believe, with no objection?

17 (DFT. EXH. #2, Damages Synopsis, was marked
18 for identification.)

19 (DFT. EXH. #3, Invoices, were marked for
20 identification.)

21 MR. TRAYWICK: I have no objection.

22 MR. DURANT: Any objection to 2 or 3 coming
23 in?

24 MR. TRAYWICK: I don't know what they are.

25 MR. DURANT: The damages synopsis and the

1 invoices?

2 MR. TRAYWICK: I have no objection.

3 MR. DURANT: I'm showing you what's 2 and 3.

4 Move into evidence, Your Honor?

5 THE COURT: Sure.

6 MR. DURANT: With no objection.

7 THE COURT: Without objection, yes.

8 Q. (BY MR. DURANT) So I'm showing you 2 and 3.

9 Can you tell us what No. 3 is?

10 A. No. 3 is all the invoices.

11 Q. Okay.

12 A. That were sent to Stash.

13 Q. Now, these invoices that were sent to Stash,
14 Plaintiff's No. 3, there are, I believe, 27 of them;
15 is that correct?

16 A. That's correct.

17 Q. All right. And these represent invoices
18 generated from Blind Acre to Stash starting on
19 August 1st, 2018 through June 15, 2019; is that
20 correct?

21 A. That is correct.

22 Q. All right. And per the terms of the contract
23 is it your understanding that the contract required a
24 base of \$25,000 per month, and there are provisions
25 that afford you to do more work and invoice for that

1 work?

2 A. Correct.

3 Q. What kind of work would that be?

4 A. So it's anything from third party logistics
5 working with companies like Google, Facebook,
6 delivering papers -- what we call ad spend, and
7 actually delivering campaigns through those
8 platforms. We would get paid on our service outside
9 of anything that was outside of the \$25,000. There
10 was a percentage that was associated with that. What
11 that spend was, we would get a percentage of that
12 spend. On the other side, there were times where I
13 actually paid some of the bills directly to Facebook
14 or Google on our credit card to get reimbursed.

15 Q. Did you --

16 A. Rutledge, I had --

17 Q. Go ahead.

18 A. I also purchased domains. What domains are
19 are URLs that go through GoDaddy that they approved
20 to purchase directly for them, and that is on the
21 invoice as well.

22 Q. All right. So these 27 invoices total have an
23 amount of \$237,589.15 from August 1st through
24 June 15th; is that correct?

25 A. That's correct.

1 Q. Now, you did receive some payment from Stash
2 through the course and the scope of this contract; is
3 that correct?

4 A. Yes.

5 Q. That first payment, I believe, was on
6 August 31st, 2018 on the first invoice; is that
7 correct?

8 A. That's correct.

9 Q. And that was in an amount of \$25,000?

10 A. Yes.

11 Q. But that payment was due on August 1st; is
12 that right?

13 A. That's correct.

14 Q. That one was paid, and they paid another
15 25,000 on January 18th, 2019; is that correct?

16 A. That's correct.

17 Q. Now, at that time that they made that second
18 payment on January 18th, 2019, that didn't bring them
19 up to speed, did it?

20 A. No.

21 Q. Not by a long shot, did it?

22 A. No.

23 Q. So at a base level of \$25,000 a month, they
24 had paid \$50,000 up until January. You still got
25 payments up to \$25,000 for September, October,

1 November, and December; is that correct?

2 A. That's correct.

3 Q. So at least another \$100,000 bare minimum?

4 A. Yes.

5 Q. And did you continue to work and fulfill the
6 terms of your contractual obligations during that
7 time?

8 A. I did.

9 Q. Why?

10 A. Based on multiple reasons: One, we were told
11 multiple times that money was coming in from
12 investors and to not worry about it. There were also
13 other times where we would talk about stopping and at
14 the end of the day he would talk me back into it.

15 Q. When you say he --

16 A. Tom Stevenson.

17 Q. Who is Tom Stevenson?

18 A. Tom Stevenson used to be the owner of or
19 cofounder of Stash Storage.

20 Q. Is Tom Stevenson the one that signed the
21 contract on behalf of Stash?

22 A. He is.

23 Q. And so on their promise that they would pay
24 you and get right with you, you continued to provide
25 them with the contractual services?

1 A. That's correct. Yes.

2 Q. Did you continue to invoice them through June
3 of 2019?

4 A. I did, yes.

5 Q. Did you ever receive another payment after
6 January of 2019?

7 A. No, I did not.

8 Q. Did they pay you a total amount of \$50,000?

9 A. Yes, they did.

10 Q. Okay. Your invoices through June 15, 2018
11 total \$237,589.15, correct?

12 A. Say that number one more time?

13 Q. \$237,589.15.

14 A. Yes, that's correct.

15 Q. Minus the \$50,000 that was paid to you an
16 amount of invoiced damages of \$187,509.15; is that
17 correct?

18 A. That sounds correct, yes.

19 Q. And that's reflected in the invoices that are
20 introduced as Plaintiff's, I believe, 3?

21 A. Yes.

22 Q. Okay. Now, in terms of the expenditures of
23 money over and above the \$25,000, did you spend
24 monies over \$25,000 during that time?

25 A. Yes, I did.

1 Q. And that's reflected in these invoices?

2 A. Yes.

3 Q. And did you come out-of-pocket personally to
4 spend money on Stash Holdings --

5 A. I did, yes.

6 Q. -- to further their business?

7 A. Yes.

8 Q. Did you care about the success of their
9 business?

10 A. 1,000 percent.

11 Q. Were you doing everything you could to fulfill
12 your contractual terms and to help Stash succeed as
13 you believed it could?

14 A. Yes.

15 Q. All right. Ultimately you did file a lawsuit
16 in this matter, correct?

17 A. Yes.

18 MR. DURANT: That was July 31st, 2019. I have
19 got, Your Honor -- I've shown them to Traywick -- an
20 Excel spreadsheet that -- if I print it out in my
21 office -- I don't know how to print an Excel
22 spreadsheet that encompasses this material well --

23 MR. TRAYWICK: I've got a number of printed
24 copies. I'm happy to loan one to the Court or to
25 Mr. Durant or whatever is most convenient for all

1 concerned. If you want to put it up --

2 THE COURT: Was it e-mailed to our office? Is
3 that a document of record already or just e-mailed?

4 MR. DURANT: It's not of record right now.
5 It's just in digital format. It certainly would aid
6 demonstratively.

7 THE COURT: Sure. Sure. Ms. Wilkerson's got
8 it pulled up on her screen. I can follow along I
9 guess.

10 MR. DURANT: All right. Then I will hand
11 up -- I don't know how we're going to mark this, but
12 we'll call it maybe Electronic Exhibit No. 4.

13 THE COURT: He's got a hard copy over there.

14 MR. TRAYWICK: You can confirm that it's the
15 same thing, but I believe it is.

16 MR. DURANT: Take a look at these and tell me
17 if they're reflective of the work.

18 Q. (BY MR. DURANT) My questions to you is: Will
19 that document either on the screen as you're probably
20 more familiar with -- we'll print it out if it
21 matches up in your mind -- will that assist you in
22 your testimony explaining damages as reflected on
23 invoices?

24 A. Yes, it will.

25 Q. Now, let's start with --

1 THE COURT: Let me ask you this question: Is
2 this backup data for the charges in addition to the
3 \$25,000?

4 MR. DURANT: It is. It will show the work
5 product, what they actually did to deliver on the
6 contract. It can get pretty specific.

7 THE COURT: You don't have to go through all
8 of them. Just show me the --

9 MR. DURANT: I might just ask Mr. Traywick if
10 he wants --

11 THE COURT: If you want to show me an example
12 and that way when we're picking at the numbers, I'll
13 be able to understand what's going on.

14 MR. DURANT: That would be good.

15 Q. (BY MR. DURANT) Scott, I believe the first
16 invoice is on the back of these invoices here from
17 August 1st, 2018. It says, Quantity 500. Rate 50.
18 Amount, \$25,000. Can you explain to
19 Judge Scarborough what that means?

20 THE COURT: You're on the invoice now.

21 Q. (BY MR. DURANT) I'm sorry. I'm on the first
22 invoice which is on the back of the invoices, bottom
23 invoice. I believe it should be No. 1.

24 A. I've got it.

25 THE COURT: You're on Exhibit 3 on the bottom

1 invoice because they come up, right? The initial
2 invoice is 8118? Is that where we are?

3 MR. DURANT: That's correct, Your Honor.

4 THE COURT: Okay. I've got it.

5 Q. (BY MR. DURANT) See that, Scott?

6 A. I do.

7 Q. Where it says quantity, 500; rate, 50; and
8 amount \$25,000, can you just explain what we're
9 talking about in terms of quantity; what does that
10 mean?

11 A. So we do everything on a point basis, or we
12 used to. The point basis is based on projects. The
13 easiest way to explain it is that when you do hourly
14 or you do -- and you have multiple individuals within
15 a group working, the easiest way to bill, instead of
16 billing on an hourly basis at a different rate for
17 each person, you take that and you blend it. So what
18 we did was we took a blended rate with everybody,
19 broke it down into points -- this is how we've done
20 it with all our clients for many, many years. We
21 broke it down into points, and those points were then
22 associated with -- when a project came in it was then
23 broken down into a task. Those tasks were then
24 associated points, and those points were then
25 allotted to whatever that task was that needed to get

1 done.

2 Q. Okay. So when we look at this invoice from
3 8/1/2018 and we look at the demonstrative document on
4 the Excel sheet, as they're on a PDF on the computer
5 in front of you, can you tell the Court what it is
6 you did? What work you performed under this invoice?

7 A. On this invoice?

8 Q. Yes.

9 A. So if you take a look you'll see that the rate
10 was \$50. They bought a quantity of 500 total points.

11 Q. And that is standard for the month?

12 A. That is correct. That's \$25,000. So if I go
13 back, all the way back, there's no dates on this.
14 I'm going to have to go in -- I'm having to into here
15 on the internet and make sure. I need the password.

16 (Off-the-record discussion.)

17 MR. DURANT: All right. So if you go to Line
18 Item 250, within the document that you have in front
19 of you, it says August and September of 2018. Within
20 that August/September we were billing, at \$25,000 or
21 500 points. Those two invoices were placed together.
22 Our work was placed together for August and
23 September. It was multiple projects that we were
24 doing over the course of a period of time. That's
25 broken down within this. Then you will see within

1 that, it goes from 252 through 337 are all the
2 projects or tasks that we did.

3 Q. And what would some of those be?

4 A. One of the biggest things we had to overcome
5 and understand when we went to work with Stash was to
6 try to understand exactly who they were. So we had
7 to do discovery. We had our team come in, had
8 meetings with them directly, each individual, and --
9 we had meetings directly with the team as well as
10 each individual on the team to understand who they
11 were, how they worked, what they did, and how they
12 actually overcame.

13 You'll see that on like, for instance, Line
14 Item No. 306, called strategy. We would do
15 interviews with J.J., Tom Stevenson, Fred Friedman,
16 and his name is Courtney, actually -- he's the other
17 owner -- Brandon and a few others. We also go
18 through and we would do secret shopper. We would
19 make phone calls, understand what the competitors
20 were doing, the difference between them, take notes,
21 do the research, put competitive research documents
22 together to be able to provide the next step which
23 is -- if you go up a little further, the next steps
24 were line items like 283 analytics review incentive,
25 understand what's going on there, offline marketing,

1 which is building up brand campaigns for -- I'm just
2 naming off a few, 296 brand campaigns. We would
3 create billboards -- and campaign strategy, stingray
4 (phonetic) campaign strategy, building up our
5 products and everything that needed to go into that,
6 placing the orders, doing everything we needed to do
7 in order to grow the company.

8 Q. And they were satisfied with this work?

9 A. Absolutely. In fact, blown away by their
10 words.

11 THE COURT: I missed that. I'm sorry.

12 THE WITNESS: I said, In fact, blown away.

13 THE COURT: Blown away. Okay.

14 Q. (BY MR. DURANT) And so they paid you \$25,000
15 at the end of August?

16 A. Correct.

17 Q. And you continued to do work that they told
18 you was blowing them away?

19 A. Uh-huh.

20 Q. Is that correct?

21 A. That is correct.

22 Q. I just need a verbal response for the record.

23 A. Yes.

24 Q. So they paid you another \$25,000 in January,
25 correct?

1 A. Yes.

2 Q. And they thanked you for that?

3 A. Wait. In January?

4 Q. In January of 2019 they paid you another
5 \$25,000?

6 A. Yes. They paid me \$25,000.

7 Q. So up until that point and all that work that
8 can be shown and reflected in this demonstrative
9 Excel exhibit -- they were blown away by this work?

10 A. That's correct, yes.

11 Q. Okay. Did there come a time when -- I think
12 there's enough of that document -- I'm going to let
13 counsel question you as much as they want to question
14 you on this.

15 There did come a time when eventually you
16 stopped putting more money into this contractual
17 obligation; is that correct?

18 A. That's correct.

19 Q. And when did that happen? In June? You
20 stopped invoicing in June?

21 A. I stopped invoicing in June.

22 Q. Of 2019?

23 A. Correct.

24 Q. And you stopped putting money into this
25 company approximately in --

1 A. December.

2 Q. In December. Okay. December or February?

3 A. Well, I stopped putting my money into it in
4 December. I stopped working with them, like cutting
5 it off, in February.

6 Q. And that's because?

7 A. That's because of lack of payment. Nothing
8 was coming through based on what they were telling
9 me.

10 Q. So you weren't --

11 THE COURT: What year are we talking about?
12 February of what?

13 MR. DURANT: 2019. We're talking about the
14 contract beginning in August of '18, and we're
15 talking about February of '19.

16 Q. (BY MR. DURANT) At that point you were no
17 longer putting more money in to invoice them above an
18 amount of the \$25,000 monthly obligation; is that
19 correct?

20 A. That's correct.

21 Q. Because if you had, they would owe more at
22 this point right now?

23 A. Yes.

24 Q. Okay. So you mitigated that loss, right?

25 A. Yes.

1 Q. Okay. And now, as it stands, there were 30
2 more months that you didn't invoice for ranging from
3 July of 2019 through August of 2021, correct?

4 A. That's correct.

5 Q. At a minimum amount of \$25,000 a month?

6 A. Yes.

7 Q. And no more money other than the \$50,000
8 that's been paid to you?

9 A. That's correct. Yes.

10 Q. And so that's \$750,000 for 30 months; is that
11 correct?

12 A. Yes.

13 Q. All right. Now, in terms of this
14 inducement -- there's been a default rendered against
15 Stash. We alleged fraud, and we said that they
16 induced you into signing this contract on the promise
17 that they were capitalized, had money to pay, would
18 pay; is that correct?

19 A. Yes.

20 Q. That was not the case, was it?

21 A. Absolutely not the case.

22 Q. They did not pay?

23 A. No.

24 Q. Not the full amount?

25 A. No.

1 Q. If they had not promised you that they would
2 pay you, would you have gotten out of the this thing
3 earlier than you did?

4 A. Yes.

5 Q. Would you have ever gotten into this thing if
6 you knew --

7 A. I wouldn't have signed the agreement with
8 them.

9 Q. All right. As a consequence of this action,
10 at the time that you signed this contract, where did
11 your kids go to school?

12 A. Porter-Gaud.

13 Q. Because of this situation with Stash what, if
14 anything, happened with where the kids go to school?

15 A. They could no longer go to school.

16 Q. Did you pull them out because you couldn't
17 afford it?

18 A. That's correct.

19 Q. The money wasn't coming in?

20 A. Yep.

21 Q. Were you able to pay your employees?

22 A. No.

23 Q. Did you lose your employees?

24 A. I did, yes.

25 Q. Did Blind Acre essentially shut down?

1 A. Yes.

2 Q. Did you have to sell your home?

3 A. Yes. I had to move out of my home.

4 Q. Where were you living at the time?

5 A. Daniel Island.

6 Q. And you moved to Mt. Pleasant?

7 A. Yes.

8 Q. All right. Do you owe creditors now?

9 A. Yes.

10 Q. Do you owe taxes because of this endeavor now?

11 A. Yes.

12 Q. Are you severely in the hole now?

13 A. Very much so, yes.

14 Q. All right. At this point, answer any
15 questions that Mr. Traywick may have for you. Okay?

16 Thank you.

17 EXAMINATION

18 BY MR. TRAYWICK:

19 Q. It's Mr. Holtkamp?

20 A. Yes, it is. And you are?

21 Q. Ben Traywick. I was going to get there.

22 A. Sorry.

23 Q. That's all right. Courtney Friedman tells me
24 you're a good guy. Are you aware, by the way, that
25 Tom Stevenson is no longer with the company? He's

1 actually being sued by the company?

2 A. I am.

3 Q. Very good. Now, just to confirm a few things
4 about the timeline -- you-all worked on the project
5 from August, September, October, November, and
6 December of 2018, and then for January and some part
7 of February of 2019?

8 A. Correct.

9 Q. What was your company's all-in cost to do all
10 of that work? Leaving aside whatever revenue you did
11 or didn't get, what was your all-in cost to get that
12 work done?

13 A. I don't have those numbers at my fingertips.

14 Q. Do you know what your company's revenue
15 was for each of the five preceding years before 2018?

16 A. Before 2018 we were just over or just under a
17 million dollars.

18 Q. All right. And what was you-all's profit on
19 that?

20 A. Roughly 45 percent.

21 Q. So you were making 500 grand plus?

22 A. Well, if you're talking net, then no, we were
23 not. If you're talking net, it was roughly about
24 100.

25 Q. Did anything else befall Blind Acre that

1 caused it to shut down other than the breach of
2 contract by Stash?

3 A. Stash started it all.

4 Q. What else has happened?

5 A. Over the course -- due to me not being able to
6 facilitate -- because I wasn't getting paid I also
7 couldn't facilitate other duties for other clients.

8 Q. Okay. But is it your testimony that your
9 company shut down entirely because of Stash Storage
10 breaching the contract?

11 A. Yes.

12 Q. Okay. When did you shut it down?

13 A. So the company is actually still -- it still
14 has paper there, but we stopped working on just the
15 loose ends in -- I think it was October of 2019 or
16 something like that.

17 Q. Is there anything in this contract that
18 supports the idea that your children changing schools
19 was a foreseeable damage, like a measure of damage in
20 the event of the breach of the contract?

21 A. It's not in the agreement, however, not
22 getting paid a lot of money changes your entire
23 world.

24 Q. Did you lose other clients that you were
25 servicing prior to the Stash Storage matter? Did you

1 have to lay off clients in order to service Stash?

2 A. Actually, in order to service Stash, I
3 actually laid back. I didn't let anyone go. What
4 ended up happening was because Stash and what I
5 believed in Stash and what I believed in Courtney and
6 Tom which again -- what I believed in Courtney --
7 what I was told by Tom was that we were going to be
8 in it for the long haul. He was going to bring Blind
9 Acre in under Stash to be an in-house agency, and due
10 to that I stopped servicing and stopped going after
11 additional work.

12 Q. Did you terminate your relationships with
13 other clients that were causing you to have a million
14 dollars in revenue in the years preceding this deal
15 in order to service this deal? The reason I ask is
16 that -- I think in the complaint it says that you had
17 to hire additional staff service Stash, right?

18 A. Uh-huh.

19 Q. Is that right?

20 A. The correct staff.

21 Q. And then you laid them off when Stash was in
22 nonpayment?

23 A. I laid them off after -- most of them, yes.
24 We still had to service other clients.

25 Q. I understand. You kind of -- as they say, you

1 kind of levered up in order to meet this new account
2 that you had with Stash, and then when they, kind of
3 tanked --

4 A. Sure but here's the difference. I was able to
5 take people from one role and move them into Stash
6 because they were my top employees, and that's what
7 was supposed to be on Stash, and when I moved them
8 over to move them back to the other clients, the
9 clients didn't understand. They didn't understand
10 why. So it became a very jumbled mess.

11 Q. They didn't understand what?

12 A. The shifts so often. We went from hiring
13 other client relations people, hiring strategists,
14 that were taking over clients that were not part of
15 Stash, that were outside of Stash, moving individuals
16 that were working on those clients previously to
17 Stash because they were the best fit for Stash. Then
18 when Stash stopped paying, letting people go -- the
19 hardest part was trying to move them around and
20 getting clients to stay with us because we wanted to
21 keep our team together.

22 Q. Was Stash the biggest contract you had ever
23 signed?

24 A. No.

25 Q. Have you had other clients breach their

1 contract and fail to pay you?

2 A. No.

3 Q. You've never had -- how long have you been
4 doing this work?

5 A. 18 years.

6 Q. You've never had a client breach a contract
7 regarding payment?

8 A. Nope. Not like this one.

9 Q. That wasn't my question. Not whether one like
10 this one breached a contract. Have you had clients
11 breach contracts by not paying?

12 A. They've always paid. I've never not been
13 paid.

14 Q. How many employees do you-all have right now?

15 A. At Blind Acre? Zero.

16 Q. What are you doing for a living now?

17 A. I actually started another company on the side
18 to try to keep the payments coming in and doing other
19 things.

20 Q. Doing the same kind of work?

21 A. Kind of. Not really. I do fractional CMO
22 work for myself. I actually go and work with other
23 companies that are out there that need chief
24 marketing officer work, and I go in and help them. I
25 also have -- I also am working with the real estate

1 and mortgage industry trying to build that up and
2 bring that in like I did with the other industries
3 that I was working.

4 Q. And you're referring all those matters to
5 something in the advertising/marketing/digital space,
6 correct?

7 A. Yes, sure. Yes.

8 Q. Very good. I want to -- did you draft the
9 contract?

10 A. Actually, it is a contract that was drafted
11 previously and then expanded upon based on back and
12 forth with Tom Stevenson.

13 Q. Did you present the bones of this document,
14 the contract, to Stash? Was it your contract that
15 you presented to them?

16 A. Yes. Yes.

17 Q. What are the items within the contract that
18 are modified as a result of negotiations with Stash?

19 A. The items that were modified are really just
20 the compensation part. I don't have it in front of
21 me. I can't --

22 Q. I do. I'm sorry. That's Exhibit 1?
23 Exhibit 2.

24 A. So the compensation on Schedule 3 -- so
25 Schedule 3 was added. Schedule 1 was changed based

1 on their needs and their necessity of what they need
2 from us.

3 Q. And I'm sorry to interrupt, but Schedule 1
4 being just the services that were being performed?

5 A. That's correct.

6 Q. And then Schedule 3 having to do with
7 compensation?

8 A. That's correct.

9 Q. Very good. Carry on. Anything else that was
10 changed in there?

11 A. Let me take a look. I don't recollect
12 anything.

13 Q. You talked earlier about the fact that the
14 contract calls for Blind Acre to be the agent of
15 record or the advertising agent of record for Stash.
16 In the advertising world, what does that mean?

17 A. The advertising world for agency of record
18 means that we are the sole agency, marketing agency,
19 for Stash Storage.

20 Q. And that exclusively means what in practice?

21 A. In practice it means that we are the ones that
22 deliver, build, and do all the digital marketing and
23 traditional work for Stash Storage.

24 Q. And when you say traditional work, what do you
25 mean by that?

1 A. Anything from brand identity to traditional
2 work which would be considered billboards or
3 newspaper ads or --

4 Q. TV, radio?

5 A. Yes. They actually didn't do any of those.

6 Q. I understand but it is kind of an exclusivity
7 deal, we are your ad buyer, we are your ad placement
8 person, et cetera?

9 A. Yes.

10 Q. And if they go out and hire somebody else to
11 do ad placement then they're in breach of a contract?

12 A. Yes.

13 Q. And that exclusivity persists for three years?

14 A. That's correct.

15 Q. Under this contract?

16 A. Yes.

17 Q. Very good. Now I want to ask you a little bit
18 about the payment arrangements that are called for by
19 the contract. If you look at the -- I guess it's
20 Schedule 3? It's the last page of the contract. Let
21 me do a quick little minute of housekeeping if I may.
22 At the bottom of this you have Item 2, billing and
23 payment procedures, and that goes through several
24 subsections, A, B, C, D. It looks like at the very
25 tail end of the reimbursement, Item D at the bottom

1 of that page, it says, These expenditures include but
2 are not limited, and then it goes through a laundry
3 list of items.

4 It looks like it says, Delivery charges,
5 printing, photography, comma -- then there's nothing
6 else there. Is there a page missing from this
7 contract?

8 A. What you have is what's the agreement.

9 Q. Is there a page missing from the contract,
10 though?

11 A. I do not believe so.

12 Q. Is that a comma at the end of photography?

13 A. To be honest with you I can't even read it. I
14 don't know. I can't read if it's a period or if it's
15 a comma.

16 Q. Do you agree with me that it looks like it's
17 an unfinished laundry list of items rolling into the
18 next page?

19 A. It looks like a laundry list of items.

20 MR. TRAYWICK: I have a better copy. Do you
21 mind if I just show him this real quick?

22 MR. DURANT: Not at all. Can I see what
23 you're talking about?

24 Q. (BY MR. TRAYWICK) I don't want to belabor it,
25 but this is slightly better -- do you see what I'm

1 saying? I recognize that the one that was attached
2 to the contract was a little bit --

3 A. It does look like a comma.

4 Q. Do you know what else comes after that or
5 whether there are Items D, E, F, et cetera?

6 A. I don't believe there's anything extra.

7 Q. All right. Now, let's look at Schedule 3,
8 Item A, and it says compensation, correct?

9 A. Yes.

10 Q. All right. Now it says, Client will pay no
11 less than a monthly agency service fee of \$25,000 in
12 consideration of the services performed by the
13 company, right?

14 A. Yes.

15 Q. Purchasing a total of 500 points per month; is
16 that what it says?

17 A. Yes.

18 Q. All right. I want to try to understand how
19 you -- when you presented this contract whether you
20 interpreted this or understood this to be a flat fee
21 of \$25,000 per month?

22 A. A flat fee -- \$25,000 was the minimum.

23 Q. Minimum?

24 A. Correct.

25 Q. And it's purchasing 500 points. A point is

1 basically a unit of work; is that right?

2 A. Yes, a blended unit of work.

3 Q. A blended unit of work. And what that means
4 is that if you have one guy making 20 bucks an hour
5 and then one guy making 80 bucks an hour, you would
6 take the average of that and get 50 bucks an hour,
7 and that's how you do it?

8 A. That's right.

9 Q. So what the \$25,000 does is it purchases a
10 unit of work by Blind Acre for the benefit of Stash
11 Storage?

12 A. Correct.

13 Q. The next item says that -- so it's not a flat
14 rate. It's a fee for services in which \$25,000 just
15 establishes a minimum?

16 A. That's correct.

17 Q. Very good. Now, the next item deals with
18 unused points. How does that work if you could tell
19 us, please?

20 A. Again, I can't read this one.

21 THE COURT: Let me ask this question: Was
22 there any unused work done during the period of time
23 that you-all were working?

24 THE WITNESS: Yes, but it would roll over to
25 the next month.

1 MR. TRAYWICK: If I may, Your Honor, I'll just
2 read this briefly into the record. It's one
3 sentence. It says that unused points will roll over
4 to the following month existing for no more than 60
5 days at which time remaining points will void.

6 THE WITNESS: That's correct.

7 Q. (BY MR. TRAYWICK) What that means is, if they
8 paid \$25,000 -- if Stash pays Blind Acre \$25,000,
9 you-all will only do -- you-all being Blind Acre --
10 45 points worth of work, those extra five points,
11 which I guess is 2,500 bucks worth of work, is going
12 to be a credit to them the next month?

13 A. Correct.

14 Q. Very good.

15 A. When you say credit -- I just want to make
16 sure I'm understanding you -- so when you say credit,
17 that's not like it's coming off the \$25,000 for the
18 following month.

19 Q. Fair enough. I understand. But it becomes a
20 credit for any additional hours that might be
21 incurred, any additional points, even some work that
22 might be purchased?

23 A. That's correct.

24 Q. Great. When you looked through the
25 invoices -- well, let me just ask you -- when the

1 company, the client, Stash, purchases more points
2 than the 500 that they purchase with the \$25,000, how
3 is that dealt with under the contract?

4 A. So if they were to go over an invoice would be
5 sent out at the end of that month for the extra work
6 that was being worked on.

7 Q. Okay. Are there instances -- I think you have
8 all the invoices -- are there instances in which
9 you-all billed on the \$25,000, and billed them for
10 additional hours over and above -- additional points
11 over and above the \$25,000?

12 A. I do not believe so and here's why. I'll go
13 through it one more time just to ensure, but here's
14 why. So based on the relationship that I had with
15 Tom and their team -- I was being nice, which I
16 shouldn't have been so nice -- rolling those numbers
17 into the next month and not doing an additional fee,
18 just using the hours or points towards that work that
19 was from the previous month.

20 Q. Okay. Let's just see -- so again, we look at
21 the exhibit that you have on the internet there?

22 (Off-the-record discussion.)

23 THE COURT: Mr. Traywick, I'm going to give
24 you some leeway because I can, but I had this thing
25 set for half an hour and we're half an hour late.

1 MR. TRAYWICK: I'll try to move on.

2 THE COURT: I have one I have to do on WebEx
3 and I have some other folks coming in.

4 MR. TRAYWICK: Understood, Your Honor.

5 Q. (BY MR. TRAYWICK) Let me just ask you
6 generally -- it appears when I've looked through the
7 document that lists all the services that you-all did
8 for each month, that those numbers sometimes are
9 lower than \$25,000 like in the case of August and
10 September, but you still billed \$25,000.

11 A. Correct.

12 Q. And then there are some times when it's higher
13 and the contract calls for those hours of work or
14 units of work to be billed but they're not billed; is
15 that right?

16 A. That's correct because they would roll over,
17 and what I was doing was, again, being nice and using
18 the points from the next month for the work that was
19 done.

20 Q. Very good. You invoiced through -- Blind Acre
21 invoiced Stash through June of 2019, correct?

22 A. Correct.

23 Q. You stopped doing work in February of 2019,
24 but you invoiced them through June of 2019?

25 A. Yes.

1 Q. Did you invoice them for everything that was
2 due under the contract?

3 A. Let me just make sure of the answer. We
4 invoiced for what was in the contract. That's what
5 we invoiced for. Yes.

6 Q. Okay. It appears to me that --

7 MR. TRAYWICK: And Your Honor, this document
8 that shows sort of the ledger of invoices is at the
9 back of the electronic document, I believe.

10 THE COURT: All right.

11 THE WITNESS: The electronic document actually
12 has tabs, so within that electronic document you'll
13 see tabs all the way down.

14 MR. TRAYWICK: Your Honor, if I can hand this
15 up, I will -- this is where we're going.

16 THE COURT: Okay.

17 Q. (BY MR. TRAYWICK) This is the printed version
18 of what you-all have on the web. I think this will
19 make it easier. That is the -- the final page there
20 is what I understand to be the ledger and invoices.

21 Sir, you just told me you invoiced for
22 everything that was in the contract. I just want to
23 ask you: Is it true that the last invoice that
24 reflected the \$25,000 payment was due on
25 February 1st, 2019?

1 A. The last invoice that was due -- please
2 restate that.

3 Q. Yes, sir. If you look at the amount that was
4 invoiced on this document, it's got -- there's a
5 payment on January 18th, 2019, and then there's an
6 invoice on -- there's an invoice above that dated
7 12/1/18, due date 1/1/19, correct, and it shows
8 \$25,000 as the amount, correct?

9 A. Correct.

10 Q. The next one up again -- due date
11 February 1st, 2019 shows \$25,000, correct?

12 A. Correct.

13 Q. And then the last five invoices that you-all
14 sent, do any of them include the \$25,000?

15 A. They do not.

16 Q. What are the invoices that you sent in
17 February, March, April, May and June?

18 A. Late fees.

19 Q. Do you have late fees invoiced in some of
20 these previous invoices?

21 A. I do not.

22 Q. Why didn't you -- if you believed that you
23 were invoicing for everything owed under the contract
24 and you had already billed late fees, why did you
25 stop -- already invoiced late fees, why did you stop

1 invoicing the \$25,000 in January and February of
2 2019?

3 A. I don't know.

4 Q. Is it because the contract was terminated and
5 you-all --

6 A. No. The contract was not terminated.

7 Q. So you have no explanation?

8 A. Other than just trying to keep the lights on,
9 man.

10 Q. Who did the invoicing for you?

11 A. I did.

12 Q. So you believed when you were sending invoices
13 in February, March, April, May, and June of 2019, you
14 believed that the invoice should reflect \$25,000 but
15 you just didn't put it on there?

16 A. Yes.

17 Q. Is that because you're a nice guy?

18 A. Pretty much.

19 Q. All right. Is it true, sir, that you e-mailed
20 people at Stash Storage in July of 2019 saying that
21 you were owed well over \$100,000?

22 A. If you have an e-mail, I'm sure.

23 MR. DURANT: Objection.

24 MR. TRAYWICK: I'm just asking if that's
25 accurate.

1 THE COURT: Sustained. Sustained. Okay.

2 Let's move on.

3 Q. (BY MR. TRAYWICK) I want to ask you about
4 some of the allegations that you have in your
5 complaint.

6 THE COURT: Those are all deemed admitted, so
7 I'm going to stop that inquiry right now. I'm ready
8 to rule if you are. Anything further that you want
9 to be heard on, Mr. Traywick?

10 MR. TRAYWICK: If can just have five seconds?

11 THE COURT: Sure.

12 Q. (BY MR. TRAYWICK) You said that the
13 three-year term was an inducement to your signing the
14 contract, and you wouldn't have signed it without the
15 three-year term?

16 A. That's correct.

17 Q. So you wouldn't have signed a contract for two
18 years for a \$600,000 face value according to the way
19 you reviewed the contract?

20 A. No. Based on what I needed to do and what he
21 was requiring of us.

22 MR. TRAYWICK: Okay. Thank you. No further
23 questions. Thank you, Your Honor.

24 THE COURT: Yes, sir. Any follow-up at all,
25 Mr. Durant?

1 MR. DURANT: Just very briefly, Your Honor.

2 EXAMINATION

3 BY MR. DURANT:

4 Q. \$25,000 a month was invoiced from August
5 through February, correct? Every month?

6 A. That's correct.

7 Q. You didn't invoice it for March, April, May,
8 and June, but you continued to send invoices that
9 reflected late fees, correct?

10 A. Yes.

11 Q. And you continued to be told we will pay you
12 at that point?

13 A. Yes. Multiple times.

14 MR. DURANT: No more questions, Your Honor.

15 EXAMINATION

16 BY THE COURT:

17 Q. My only question has to do with those late
18 fees. They accrued every month and just built on
19 each other?

20 A. That's correct.

21 Q. What was the term on the late fee; do you
22 recall?

23 A. It's our standard.

24 Q. 18 percent per anum?

25 A. Yes.

1 Q. I didn't do the math on it. I just wanted to
2 make sure.

3 A. I just wanted to confirm it for you.

4 Q. Okay.

5 A. The answer is yes. It's 18 percent.

6 Q. And that figure is included in the \$187,589
7 calculation?

8 A. That's correct.

9 THE COURT: I don't have anything further.
10 Thank you very much, Mr. Holtkamp. You can step
11 down.

12 (Witness excused.)

13 THE COURT: Anything further from the
14 Plaintiff?

15 MR. DURANT: Just in argument, Your Honor, we
16 would ask for respectfully the sum-certain --

17 THE COURT: Whatever the originals are, just
18 leave them there. Bring the man's computer back to
19 him.

20 MR. DURANT: Thank you. Your Honor, the
21 argument is simple. This is a sum-certain contract
22 that was for 36 months. It was a materially induced
23 within the contract. My client would not have
24 entered it had that material term not been in there.
25 There was a \$25,000 baseline per month. The invoiced

1 amounts, we've come to show you and present to the
2 Court that the \$187,589.15 worth of unpaid invoices
3 in addition to \$750,000 in the months that
4 Mr. Holtkamp and Blind Acres was unable to obtain
5 payment under the terms of the contract -- the total
6 contractual damages we have are at \$937,589.15.

7 We have per our summons and complaint and the
8 default in this matter, which we had really wanted to
9 litigate, but -- we ended up here, and we are happy
10 to be here. We suggest that \$1 million would not be
11 excessive under the terms of this contract, treble
12 damages per the Unfair Trade Practice's Act and
13 material inducements that kept stringing my client
14 along to induce him to stay and work to provide
15 services while incurring a tremendous loss to
16 himself -- we believe trebling the contractual
17 damages at \$2,812,767.45 is a reasonable suggestion
18 and a suggested total damage award of \$3,812,767.45
19 is suggested to the Court.

20 THE COURT: All right. Very good.

21 MR. DURANT: Thank you, Your Honor.

22 THE COURT: Mr. Traywick, here's what I'm
23 going to do: I know where you were going with this.
24 Let me tell you how I'm going to rule and
25 understandably in a default damages hearing the

1 allegations of the complaint are deemed to be true.

2 Based upon that, I'm going to give you a
3 ruling. It's not going to be all of what you've
4 asked for, but I'm going to set it out for you so
5 that you're clear. Ultimately, you're going to have
6 multiple remedies.

7 Breach of contract I think is pretty
8 straightforward. That's \$937,589.15. Okay? I
9 believe the breach of contract removes then the
10 promissory estoppel as well as the quantum meruit
11 claim. I think those go away as a result of that.

12 The negligent misrepresentation claim is the
13 one I've been wrestling with. What I'm going to do
14 is I'm going to grant you the punitive damages on top
15 of the \$937,000 so \$1,937,589.15 is what you're going
16 to get there. All right?

17 Now, here's where I'm going to hurt you. I
18 didn't find the nine elements of fraud pled in the
19 fraud allegation, and therefore I'm not going to
20 grant fraud because frankly, I think this is a breach
21 of contract case. Bottom line, it's a breach of
22 contract case. I'm not going to grant you the SCUTPA
23 violation of treble damages and attorney's fees
24 because I see this as a private contract. I don't
25 see where the public is generally affected by this

1 arrangement between these two parties. So I'm
2 denying your relief under causes of actions Nos. 4
3 and 5, which is fraud and SCUTPA. I think the breach
4 of contract takes out promissory estoppel and quantum
5 meruit which were 2 and 6. I'm granting relief under
6 the first cause of action, breach of contract, as
7 well as the third cause of action, the negligent
8 misrepresentation. Okay? That's what I will do.

9 I would ask that you prepare an order along
10 those lines. Run that by Mr. Traywick so he sees it.
11 Mr. Holtkamp, sorry that happened in your business.
12 I'll tell you, it's very interesting, though.

13 THE COURT: Mr. Traywick, good to see you.
14 Good luck to you.

15 * * * * *

16 (The proceedings were concluded at 3:11 p.m.)
17
18
19
20
21
22
23
24
25

1 State of South Carolina)
2 County of Charleston) C E R T I F I C A T E

3
4 I, Christine A. Smith, Court Reporter and
5 Notary Public for the State of South Carolina at
6 Large, do hereby certify that the foregoing
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to
9 nor counsel for any party to the cause pending or
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my
12 official seal this 21st day of April, 2022 at
13 Charleston, Charleston County, South Carolina.

14
15
16
17
18 _____
Christine A. Smith
Notary Public
My Commission Expires
19 March 31, 2031
20
21
22
23
24
25

I N D E X

| | Page |
|--------------------------------|--------|
| WITNESS/EXAMINATION | |
| SCOTT HOLTKAMP, EXAMINATION | 5 6 |
| BY MR. DURANT EXAMINATION | 30 |
| BY MR. TRAYWICK EXAMINATION | 49 |
| BY MR. DURANT EXAMINATION | 49 |
| BY THE COURT | |
| C E R T I F I C A T E | 54 |

E X H I B I T S

| | Page |
|-------------------------------------|------|
| PLF. EXH. #1, Summons and Complaint | 8 |
| DFT. EXH. #2, Damages Synopsis | 13 |
| DFT. EXH. #3, Invoices | 13 |