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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Judge

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SC Court of Appeals

APPELLATE CASE NO.: 2019-001648

David Stokes Appellant

vs.

Oconee County, Wayne McCall and Edda Cammick Respondents.

**CORRECTED RECORD ON APPEAL
VOLUME 1**

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FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2017CP3700320

David T. Stokes

Oconee County, Wayne
McCall, and Edda
Cammick

PLAINTIFF(S)

DEFENDANT(S)

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: Plaintiff's Motion to Dismiss is hereby granted on the grounds that the Defendant's counterclaim alleging frivolous litigation is improper. This Order in no way abridges the Defendants' right to assert a claim for frivolous lawsuit as defense, motion, or at the conclusion of this case.

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.**

Circuit Court Judge	2162	9/28/2017
	Judge Code	Date
For Clerk of Court Office Use Only		

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Beverly H. Whitfield
Oconee County Clerk Of Court - 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.



Oconee Common Pleas

Case Caption: David T. Stokes VS Oconee County , defendant, et al
Case Number: 2017CP3700320
Type: Order/Form 4

So Ordered

s/Letitia H. Verdin, SC Judge 2162

Electronically signed on 2017-10-02 21:38:27 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP-3700320

DAVID T. STOKES
PLAINTIFF(S)

OCONEE COUNTY, ET AL
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☒ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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

OCONEE COUNTY'S MOTION TO QUASH IS GRANTED. MOTION TO COMPEL FINANCIAL INFORMATION FROM INDIVIDUAL DEFENDANTS IS DENIED. PLAINTIFF'S MOTION FOR SANCTIONS IS DENIED (SEE BELOW). AS TO PLAINTIFF'S CLAIMS FOR SLANDER PER SE AND DEFAMATION, DEFENDANT OCONEE COUNTY'S MOTION FOR SUMMARY JUDGMENT IS GRANTED. ANY ALLEGED STATEMENTS WERE MADE DURING A BUDGET MEETING. FURTHERMORE, THE PLAINTIFF IS A PUBLIC OFFICIAL AND HE WOULD HAVE TO ESTABLISH MALICE UNDER NEW YORK TIMES COMPANY V. SULLIVAN, 376 U.S. 254, 84 S.C.T. 710 (1964). MR. LOGAN TO PREPARE A FORMAL ORDER. INDIVIDUAL DEFENDANTS' MOTION FOR SUMMARY JUDGMENT IS GRANTED IN THAT THE COMPLAINT EXPRESSLY ALLEGES THAT INDIVIDUAL DEFENDANTS' PURPORTED CONDUCT WAS IN THEIR OFFICIAL CAPACITY. PLAINTIFF FAILED TO PRESENT A SCINTILLA OF EVIDENCE THAT INDIVIDUAL DEFENDANTS ACTED OUTSIDE OF THEIR OFFICIAL CAPACITY. MS. BARTON AND MR. LOGAN TO PREPARE A FORMAL ORDER. DEFENDANT OCONEE COUNTY'S MOTION FOR SUMMARY JUDGMENT FOR VIOLATION OF PUBLIC POLICY IS DENIED AS BEING PREMATURE WITH ADDITIONAL DISCOVERY NEEDED TO BE CONDUCTED. MR. LOGAN TO INCLUDE THIS IN ORDER GRANTING OCONEE COUNTY'S MOTION FOR SUMMARY JUDGMENT REFERENCED ABOVE. OCONEE COUNTY'S MOTION FOR SANCTIONS IS DENIED IN THAT CAMMICK FAILED TO PRODUCE REQUESTED DOCUMENTS ON A TIMELY BASIS AND THEREFORE SHOULD NOT BE REWARDED FOR HER OWN CONDUCT EVEN THOUGH PLAINTIFF COULD NOT SHOW PREJUDICE. PLAINTIFF'S MOTION FOR SANCTIONS IS DENIED. PLAINTIFF ADMITTEDLY COULD NOT ESTABLISH ANY PREJUDICE AND CONTINUED WITH MOTION NOTWITHSTANDING THE KNOWLEDGE THAT ANY EFFECT OF ANY ALLEGED EDIT WAS SPECULATION. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT BASED ON ABUSE OF PROCESS IS DENIED. MR. HOPKINS TO PREPARE A FORMAL ORDER.

This order ☐ ends ☒ does not end the case.

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.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2155	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

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.



Oconee Common Pleas

Case Caption: David T. Stokes VS Oconee County , defendant, et al
Case Number: 2017CP3700320
Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	FOR THE TENTH JUDICIAL CIRCUIT
	)	C/A No.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	
	)	ORDER DENYING DEFENDANTS'
v.	)	MCCALL'S AND CAMMICK'S MOTION
	)	FOR SUMMARY JUDGMENT AS TO
Oconee County, Wayne McCall, and	)	ABUSE OF PROCESS
Edda Cammick,	)	
	)	
Defendants.	)	
	)	

This matter came before the Court pursuant to a Motion for Summary Judgment filed by Wayne McCall and Edda Cammick (the "Defendants"). Defendants seek summary judgment on their abuse of process claim. Present before the Court was Plaintiffs' counsel, William E. Hopkins, Jr., Esquire and J. Clay Hopkins, Esquire. Defendants' were represented by Roberta Barton, Esquire and James W. Logan, Jr., Esquire.

FACTS

LEGAL STANDARD

Summary judgment should be granted when there are no genuine issues of material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRCP; *Lanham v. Blue Cross & Blue Shield of S.C., Inc.*, 349 S.C. 356, 361, 563 S.E.2d 331, 333 (2002) ("An appellate court reviews a grant of summary judgment under the same standard applied by the trial court pursuant to Rule 56, SCRCP." (citation omitted)).

"Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law" and "should not be granted even

when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts." *Lanham*, 349 S.C. at 362, 563 S.E.2d at 333 (citations omitted). As in the trial court, "[o]n appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below." *Id.* (citing *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 230 S.E.2d 447 (1976)).

"[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). Nevertheless, "when the evidence is susceptible of only one reasonable interpretation, summary judgment may be granted." *Brooks v. Northwood Little League, Inc.*, 327 S.C. 400, 403, 489 S.E.2d 647, 648 (Ct. App. 1997) (citation omitted).

DISCUSSION

I. **Defendants are not Entitled to Summary Judgment on Their Claims for Abuse of Process.**

The abuse of process tort provides a remedy for one damaged by another's perversion of a legal procedure for a purpose not intended by the procedure. *See Huggins v. Winn-Dixie Greenville, Inc.*, 249 S.C. 206, 210, 153 S.E.2d 693, 695 (1967) ("[A]n abuse of process is the employment of legal process for some purpose other than that which it was intended by the law to effect—the improper use of a regularly issued process."); W. Page Keeton et al., Prosser and Keeton on the Law of Torts § 121 at 897 (5th ed. 1984) ("[T]he gist of the tort is . . . misusing, or misapplying process justified in itself for an end other than that which it was designed to accomplish."). The purpose itself,

though ulterior, need not be illegitimate; rather, the abuse occurs when the purpose is accomplished by using the process in a manner in which it was not intended to be used. See Fowler W. Harper et al., The Law of Torts § 4.9 (3d ed.1996).

A party alleging abuse of process in South Carolina must assert two essential elements: 1) an "ulterior purpose," and 2) a "willful act in the use of the process not proper in the conduct of the proceeding." *Hainer v. Am. Med. Int'l, Inc.*, 328 S.C. 128, 136, 492 S.E.2d 103, 107 (1997); see *LaMotte v. Punch Line of Columbia, Inc.*, 296 S.C. 66, 370 S.E.2d 711 (1988). "An ulterior purpose exists if the process is used to gain an objective not legitimate in the use of the process." *First Union Mortgage Corp. v. Thomas*, 317 S.C. 63, 74, 451 S.E.2d 907, 914 (Ct. App. 1994); see *Davis v. Epting*, 317 S.C. 315, 454 S.E.2d 325 (Ct. App. 1994) (finding no ulterior purpose where the record presented no evidence the process was used to gain anything other than a right to access disputed property); *Rycroft v. Gaddy*, 281 S.C. 119, 125, 314 S.E.2d 39, 44 (Ct. App. 1984) (holding no ulterior purpose was shown where defendants' use of subpoena to obtain bank records was for the "entirely legitimate purpose" of gathering evidence").

As to the second, or "willful act" element, our supreme court has stated that "[s]ome definite act . . . not authorized by the process or aimed at an object not legitimate in the use of the process is required." *Hainer*, 328 S.C. at 136, 492 S.E.2d at 107 (quoting *Huggins*, 249 S.C. at 209, 153 S.E.2d at 694); see *Rycroft*, 281 S.C. at 125, 314 S.E.2d at 43. Thus, the element comprises three components: 1) a "willful" or overt act 2) "in the use of the process" 3) that is improper because it is either (a) unauthorized or (b) aimed at an illegitimate collateral objective. *Id.*

Despite Defendants' contention that Plaintiff brought this action to harm them

personally, as noted in the Restatement comment, "[t]he significance of ['primarily'] is that there is no action for abuse of process when the process is used for the purpose for which it is intended, but there is an incidental motive of spite or an ulterior purpose of benefit to the defendant." Restatement (Second) of Torts § 682 cmt. b. at 475 (1977) (emphasis added). Accordingly, liability exists not because a party merely seeks to gain a collateral advantage by using some legal process, but because the collateral objective was its sole or paramount reason for acting. See *id.*; Harper, *supra*, § 4.9 at 4:84-85 ("The process must be used 'primarily' to accomplish the ulterior end."). It therefore follows that when a claim for abuse of process is predicated on an alleged act "aimed at an object not legitimate in the use of the process," the ulterior purpose allegation must be accompanied by an allegation that the process was misused by the undertaking of the alleged act, not for the purpose for which it was intended but for the primary purpose of achieving a collateral aim. *Food Lion v. United Food & Commercial Workers Int'l Union*, 351 S.C. 65, 567 S.E.2d 251 (Ct. App. 2002).

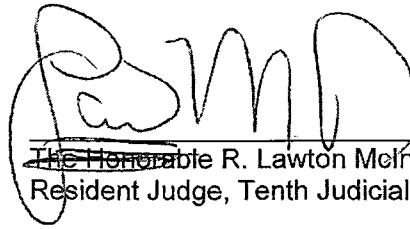
As the Courts in South Carolina have repeatedly held, an allegation of an ulterior purpose or "bad motive," standing alone, is insufficient to assert a claim for abuse of process. *Hainer*, 328 S.C. at 136, 492 S.E.2d at 107 (explaining that no liability for the tort exists "where the defendant has done nothing more than carry out the process to its authorized conclusion, even though with bad intentions"); see *First Union*, 317 S.C. at 75, 451 S.E.2d at 914-15 ("Because First Union simply carried the attachment process to its authorized conclusion, its actions as a matter of law do not constitute abuse of process."); Keeton, *supra*, § 121 at 897 ("[E]ven a pure spite motive is not sufficient where process is used only to accomplish the result for which it was created.").

Furthermore, although an ulterior purpose may be inferred from an improper willful act, "the inference is not reversible and it is not possible to infer [improper] acts from the existence of an improper motive alone." Keeton, *supra*, § 121 at 899; see 72 C.J.S. § 107 at 696 ("Misapplication [of the process] will not be inferred from a wrongful purpose."). Hence, to sustain a claim for the tort, a party must allege facts sufficient to show not only that the lawsuit was brought for an ulterior purpose, i.e., for collateral reasons, but that willful acts were taken through which the process was misapplied or abused. See *Huggins*, 249 S.C. at 214, 153 S.E.2d at 697 ("The abuse, the perversion, of the process . . . is the foundation of the cause of action. . . .").

Here, Defendants' argument is premised on their belief that Plaintiff filed this lawsuit to harm them politically. However, Plaintiff argues that Defendants are not entitled to summary judgment because Defendants cannot establish that Plaintiff took any "willful" or overt act in filing this lawsuit that was (1) unauthorized or (2) aimed at an illegitimate collateral objective. Defendants allege that Plaintiff has brought a lawsuit to harm them politically. As discussed above, a party who simply pursues a lawsuit with a collateral purpose in mind has done nothing improper. Thus, even given a liberal construction, actions described by Defendants were, without more, proper use of the process. See Meidinger v. Koniag, Inc., 31 P.3d 77, 86 (Alaska 2001) (dismissing a counterclaim alleging the pursuit of damages and injunctive relief as "overt acts" because the allegations were simply "examples of actions taken in the regular course of litigation"). For these reasons, Defendants are not entitled to summary judgment.

NOW, IT IS ORDERED that Defendants' Motion for Summary Judgment as to their abuse of process claims is DENIED.

AND IT IS SO ORDERED.



The Honorable R. Lawton McIntosh
Resident Judge, Tenth Judicial Circuit

July 27, 2019

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2017 CP-37-00320

DAVID T STOKES
PLAINTIFF(S)

OCONEE COUNTY, ET AL
DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff	☐ Defendant
	or	
	☐ 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
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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

PLAINTIFF'S MOTION TO AMEND IS DENIED. NO FORMAL ORDER UNLESS REQUESTED BY COUNSEL.

This order ☐ ends ☒ does not end the case.

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.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

_____ Circuit Court Judge	2155 Judge Code	_____ Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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.



Oconee Common Pleas

Case Caption: David T. Stokes VS Oconee County , defendant, et al

Case Number: 2017CP3700320

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2019-08-08 15:49:53 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	CASE NO.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	
	)	ORDER
v.	)	
	)	
Oconee County, Wayne McCall, and	)	
Edda Cammick,	)	
	)	
Defendants.	)	

On May 28, 2019, this matter came before the Court for a hearing on numerous motions. As to the Defendants' Motions for Summary Judgment filed on December 4, 2018, February 28, 2019, and March 26, 2019, the Court hereby grants the motions as to the Plaintiff's cause of action for slander *per se*. The Court denies, as premature, the County's motion for summary judgment as to the Plaintiff's cause of action for wrongful termination in violation of public policy. In addition, the Court hereby grants Oconee County's Motion to Quash the Subpoena *Duces Tecum* issued by Joseph Clay Hopkins, attorney for the Plaintiff, on June 1, 2018, to Scott Moulder, who is the former County Administrator for Oconee County, and denies the Plaintiff's Motion to Compel Financial Information from Wayne McCall and Edda Cammick.

NATURE OF THE CASE

This action arises from the Plaintiff's termination from his position as Oconee County's Community Development Director (also known as the County's "Building Official"), effective on or about May 18, 2017. The Complaint, alleging two causes of action (slander *per se* and wrongful termination in violation of public policy), was filed on or about May 31, 2017. The Plaintiff sued Oconee County, as well as Councilmembers

Edda Cammick and Wayne McCall, in their official capacities only. The Defendants filed timely Answers, denying many of the material allegations of the Complaint and pleading numerous affirmative defenses.

FINDINGS OF FACTS

The evidence, taken in the light most favorable to the Plaintiff, shows that the Plaintiff was previously employed by the Defendant Oconee County as the "Building Official," and was "the administrator for building and code compliance within Oconee County." (See Complaint at ¶ 7.) In late April of 2017, the County Council held a Budget, Finance, and Administration Council Committee meeting. (See Complaint ¶ 14.) According to the Plaintiff's Complaint, "Defendants McCall and Cammick ... asserted they had received numerous citizen complaints regarding customer service and delays with Plaintiff's department, and that Plaintiff had 'blackballed' certain contractors and businesses within Oconee County." A review of the transcript from the meeting shows that Plaintiff's name was not specifically mentioned, nor was the pronoun "he" used during the discussion of the Plaintiff's department.

The County Administrator, Scott Moulder, terminated the Plaintiff, effective May 18, 2017.¹ According to Moulder, the termination was based on "growing concerns with the complaints that we were receiving about the department" and Moulder's belief that "a change in the department needed to be made." (See Depo. of Scott Moulder, p. 19, l. 16-25.) Moulder testified that there had been numerous complaints about the Plaintiff's department, including "inconsistency with application of the code, rudeness and the time frame it took to get permits, ... inability to get ahold of somebody when they called up

¹ Oconee County Code of Ordinances §6-81 specifically provides that "[t]he codes department shall be headed by a building official who shall be appointed by and serve at the pleasure of the chief administrative officer."

there or get a call back, modifying in the field how we are going to enforce a code without notifying the contractors of that change, just to name a few.” (See Moulder Depo. p. 29, l. 1-15.) Mr. Moulder also testified that there “were discussions about Mr. Stokes and others over a three or four-month time period in the fall of 2016” and that neither Cammick nor McCall directly recommended that the Plaintiff be terminated. The ongoing discussions were about the Plaintiff as well as four (4) other department heads and were “about complaints that they had about those particular offices and that they wanted the matters cured.” (See Moulder Depo. p. 31, l. 11 – p. 32, l. 9.)

The Plaintiff acknowledges that Mr. Moulder “receive[d] complaints about the building codes department” which were relayed to the Plaintiff and that Moulder told him his termination was due to questions about his “incompetence and not knowing the codes and permitting issues and complaints from contractors.” (See Stokes Depo. p. 44, l. 22-25; p. 81, l. 17 – p. 82, l. 17.) Although the Plaintiff testified that he did not “precisely” know whether or not people complained about his department to Defendants McCall or Cammick or other members of the County Council, he admitted that he was aware of a meeting where multiple builders complained to Councilman Wayne McCall about his department and of a separate complaint made by a property owner (Joel Perkins). (See Stokes Depo. p. 67, l. 11 – p. 70, l. 19; p. 76, l. 22 – p. 78, l. 11.)

Plaintiff alleges that the Defendants slandered him during the County Council Budget, Finance, and Administration Meeting on April 25, 2017 and that his termination was in violation of public policy.

SUMMARY JUDGMENT STANDARD

Summary judgment "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." S.C.R.C.P. 56(c). Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and the conclusions and inferences to be drawn from the facts are undisputed. *Garvin v. Bi-Lo, Inc.*, 343 S.C. 625, 541 S.E.2d 831 (2001). See also *Barron v. Labor Finders of S.C.*, 393 S.C. 609, 713 S.E.2d 634 (2011). The purpose of summary judgment is to expedite the disposition of cases that do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003).

In determining whether any triable issue of fact exists, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998); *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct. App. 1997). "A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner." *Guinan v. Tenet Healthsystems of Hilton Head*, 383 S.C. 48, 677 S.E.2d 32 (Ct. App. 2009).

FINDINGS OF LAW

The Plaintiff alleges (1) slander *per se* against the Defendants Oconee County and against Edda Cammick and Wayne McCall, in their official capacities; and (2) wrongful termination in violation of public policy against Oconee County. As discussed

hereinbelow, the Court finds that each of the Defendants is entitled to summary judgment as to the cause of action for slander *per se*. The Court finds that the Defendant Oconee County's motion for summary judgment as to wrongful termination is premature at this time and, therefore, denies the same.

I. THE DEFENDANTS EDDA CAMMICK AND WAYNE MCCALL WERE NOT, AND CANNOT BE, SUED IN THEIR INDIVIDUAL CAPACITIES HEREIN AND ARE HEREBY DISMISSED AS DEFENDANTS.

The Complaint specifically states that Edda Cammick and Wayne McCall are sued only in their "official capacity." However, even had the Plaintiff named these Defendants in their "individual capacity," such would have been improper.

The S.C. Tort Claims Act, at §15-78-70, specifically states the following:

a person, when bringing an action against a governmental entity under the provisions of this chapter, shall name as a party defendant only the agency or political subdivision for which the employee was acting and is not required to name the employee individually, unless the agency or political subdivision for which the employee was acting cannot be determined at the time the action is instituted. In the event that the employee is individually named, the agency or political subdivision for which the employee was acting must be substituted as the party defendant.

There is no dispute that the only alleged slander occurred during a County Council Budget, Finance, and Administration Meeting. There is not a scintilla of evidence that either Cammick or McCall acted outside of their official capacity as members of Oconee County Council during that meeting. Based thereon, they are not properly named defendants herein and must be dismissed from the lawsuit.

In addition, Cammick and McCall cannot be sued for defamation, including slander *per se*, due to an absolute privilege. "A sound public policy has long recognized an absolute immunity of members of legislative bodies for acts in the performance of their duties. Accordingly, an absolute privilege is recognized as to defamatory statements made by legislators in the course of their functions, if such statements are connected with,

or relevant or material to, the matter under inquiry.” *Richardson v. McGill*, 273 S.C. 142, 255 S.E.2d 341 (1979). See also Restatement (Second) of Torts § 590 (1977) (a member of a local legislative body is “absolutely privileged to publish defamatory matter concerning another in the performance of his legislative functions”). It is the duty of the trial judge to determine if the statement is privileged. *Id.* Here, the alleged statements were made at a County Council Committee meeting, dealt with a County office that the Council oversees, and which is funded by taxpayer money, and dealt with the undisputed fact that complaints had been made about that office. The Council members are clearly protected from a suit for defamation under such circumstances. Based thereon, the Defendants Cammick and McCall are dismissed as defendants herein.

II. OCONEE COUNTY IS ENTITLED TO SUMMARY JUDGMENT AS TO PLAINTIFF'S SLANDER PER SE CLAIM.

Oconee County is entitled to summary judgment as to Plaintiff's slander *per se* claim based on several reasons.

First, the Plaintiff's counsel admitted that he is a "public official." Therefore, he is required to show, among other things, that the allegedly defamatory statement(s) were made with actual malice, *i.e.*, “with knowledge that it was false or with reckless disregard of whether it was false or not.” *New York Times Co. v. Sullivan*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964). “Whether the evidence is sufficient to support a finding of actual malice is a question of law [for the trial court].” *Elder v. Gaffney Ledger*, 341 S.C. 108, 533 S.E.2d 899 (2000) (citing *Harte-Hanks Communications, Inc. v. Connaughton*, 491 U.S. 657, 109 S.Ct. 2678, 105 L.Ed.2d 562 (1989)). Although the Plaintiff's Complaint alleges that the statements were made with “malicious intent” (see

Complaint at ¶ 18), he failed to produce sufficient evidence of malice,² entitling these Defendants to summary judgment.

Secondly, even if the Plaintiff could show "actual malice," Oconee County cannot be sued for a tort that includes malice. See S.C. Code Ann. §15-78-60(17), which provides that "[t]he governmental entity is not liable for a loss resulting from ... employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude." See *Cornelius v. City of Columbia*, 663 F.Supp.2d 471 (D.S.C.2012).

As an additional ground for dismissal of the slander cause of action, the Plaintiff cannot show several required elements of a defamation or slander cause of action, namely that the statements referred to the Plaintiff or that any of the statements made at the Council Budget meeting were "false." "To prevail in a defamation action, the plaintiff must establish that the defendant's statement referred to some ascertainable person and that the plaintiff was the person to whom the statement referred." *Burns v. Gardner*, 328 S.C. 608, 615, 493 S.E. 2d 356, 359 (Ct.App.1997 (citing *Neeley v. Winn-Dixie Greenville, Inc.*, 255 S.C. 301, 308, 178 S.E.2d 662, 665 (1971))). "[W]here defamatory statements are made against an aggregate body of persons, an individual member not specifically imputed or designated cannot maintain an action." *Id.* (citing *Hospital Care Corp. v. Commercial Cas. Ins. Co.*, 194 S.C. 370, 379, 9 S.E.2d 796, 800 (1940)). Here, the

² To prove malice, the Plaintiff must "prove by clear and convincing proof that the allegedly defamatory statement was made with the knowledge of its falsity or with reckless disregard for its truth. A 'reckless disregard' for the truth, however, requires more than a departure from reasonably prudent conduct. There must be sufficient evidence to permit the conclusion that the defendant in fact entertained serious doubts as to the truth of his publication. There must be evidence the defendant had a 'high degree of awareness of ... probable falsity.'" *Elder, supra* at 114 (internal citations omitted).

transcript of the relevant portion of the Budget meeting shows that the Plaintiff's name was never mentioned.³

In addition, the Plaintiff cannot show that anything said at the meeting pertaining to his office was "false." The worst thing said or suggested was that multiple people had complained about the building codes department, a fact that was supported by the deposition testimony of both the Plaintiff and Mr. Moulder. Based thereon, the County is entitled to summary judgment as to the slander cause of action. "The Court will not hunt for a forced and strained construction to put on ordinary words, but will construe them fairly, according to their natural and reasonable import, in the plain and popular sense in which the average reader naturally understands them. There is no presumption of defamation." *Burns v. Gardner, supra* (citing *Hospital Care Corp. v. Commercial Cas. Ins. Co., supra*).

III. THE DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AS TO PLAINTIFF'S CLAIM FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY IS PREMATURE AT THIS TIME.

Plaintiff's second cause of action, brought only against Oconee County, is for wrongful termination in violation of public policy. The Court finds that this motion is premature at this time, due to the possible need for additional discovery, but may be raised again at the conclusion of a reasonable discovery period.

CONCLUSION

The Defendants Motions for Summary Judgment as to the Plaintiff's slander *per se* cause of action are hereby GRANTED.

The County's Motion for Summary Judgment as to the Plaintiff's wrongful termination claim is DENIED as premature at this time.

³ In fact, the pronoun "he" was not even used.

The Defendant's Motion to Quash the Subpoena *Duces Tecum* for a second deposition of Scott Moulder is GRANTED.

The Plaintiff's Motion to Compel Financial Information from Edda Cammick and Wayne McCall is DENIED.

AND IT IS SO ORDERED.

Judge R. Lawton McIntosh

July ___, 2019



Oconee Common Pleas

Case Caption: David T. Stokes VS Oconee County , defendant, et al
Case Number: 2017CP3700320
Type: Order/Other

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	CASE NO.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	
	)	ORDER DENYING PLAINTIFF'S
v.	)	MOTION TO AMEND COMPLAINT
	)	
Oconee County,	)	
	)	
Defendants.	)	

On August 8, 2019, this matter came before the Court for a hearing on the Plaintiff's Motion to Amend Complaint. The Court previously denied the motion via a Form 4 Order entered on August 9, 2019. The Court now enters this formal order.

PROCEDURAL BACKGROUND

The Plaintiff originally alleged two causes of action: slander *per se* and wrongful termination in violation of public policy. Various motions were filed by the parties, including motions for summary judgment filed by each of the defendants. A hearing on numerous motions was held on May 28, 2019. On June 14, 2019, this Court issued a Form 4 Order, which dismissed the slander/defamation cause of action.¹ On June 4, 2019, the Plaintiff filed a Motion to Amend Complaint "to bring claims against Defendants Edda Cammick and Wayne McCall in their individual capacities." Following a hearing on August 8, 2019, the Court entered its Form 4 Order denying the Plaintiff's motion and now enters this formal Order in connection with the Plaintiff's Motion to Amend Complaint.

¹ The related formal Order was filed on September 19, 2019.

LEGAL ANALYSIS

Under Rule 15, SCRCP, a party may amend his pleading by leave of court and "leave shall be freely given when justice so requires and does not prejudice any other party." *Staubes v. City of Folly Beach*, 339 S.C.406, 413, 529 S.E.2d 543, 546 (2000). "Although leave to amend should generally be 'freely given,' ... it may be denied where the proposed amendment would be futile." *Skydive Myrtle Beach v. Horry County*, 426 S.C. 175, 182, 826 S.E.2d 585, 589 (2019) (quoting *Jennings v. Jennings*, 389 S.C. 190, 209, 697 S.E.2d 671, 681 (Ct. App.2010)). The Court finds that the Plaintiff's motion to amend would be futile and is, therefore, denied.

The Court has previously ruled, and the Plaintiff acknowledged, that the original Complaint expressly alleges that individual defendants' purported conduct was in their official capacity. Although Plaintiff did not file or present a proposed Amended Complaint, he seeks "leave to amend his Complaint to bring claims against Edda Cammick and Wayne McCall, in their individual capacities."² However, as previously found by this Court, the Plaintiff failed to present a scintilla of evidence that Cammick or McCall acted outside of their official capacities as members of the Oconee County Council. As a result thereof, Cammick and McCall cannot be sued in their individual capacities under §15-78-70, so adding them as individual defendants would be futile.

In addition, it would also be futile to add Cammick and/or McCall as individual defendants because they have an absolute privilege as to statements made by them in the course of their functions as members of the County Council. "A sound public policy has long recognized an absolute immunity of members of legislative bodies for acts in the performance of their duties. Accordingly, an absolute privilege is recognized as to

² See Plaintiff's Notice of Motion and Motion to Amend Complaint, filed on June 4, 2019.

defamatory statements made by legislators in the course of their functions, if such statements are connected with, or relevant or material to, the matter under inquiry." Richardson v. McGaill, 273 S.C. 142, 255 S.E.2d 341 (1979) See also Restatement (Second) of Torts § 590 (1977) (a member of a local legislative body is "absolutely privileged to publish defamatory matter concerning another in the performance of his legislative functions"). The Plaintiff acknowledges that the alleged defamation occurred at a County Council meeting. Based thereon, the members of Council, including Cammick and McCall, are absolutely immune from suit for the alleged defamation and adding them as individual defendants would be futile.

CONCLUSION

Cammick and McCall, as County Councilmembers, enjoy absolute immunity from the Plaintiff's allegations of defamation. In addition, they cannot be sued in their individual capacities under S.C. Code Ann. §15-78-70. Therefore, adding claims against them would be futile and the Plaintiff's Motion to Amend Complaint to do so is DENIED.

AND IT IS SO ORDERED.



Oconee Common Pleas

Case Caption: David T. Stokes VS Oconee County , defendant, et al
Case Number: 2017CP3700320
Type: Order/Other

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

David T. Stokes,

Plaintiff,

v.

Oconee County, Wayne McCall, and Edda
Cammick,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
C.A. No. 2017-CP-37-

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action. A copy of the Complaint is attached to this Summons and is herewith served upon you. Your answer must be in writing and signed by you or by your attorney and must state your address or the address of your attorney if signed by your attorney. Your answer must be served upon the undersigned attorneys for the Plaintiff within thirty (30) days after the service hereof, exclusive of the day of service at 12019 Ocean Highway, Post Office Box 1885, Pawleys Island, South Carolina 29585.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

HOPKINS LAW FIRM, LLC

s/ J. Clay Hopkins

J. Clay Hopkins (SC Bar #102053)

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Attorneys for the Plaintiff

May 31, 2017

Pawleys Island, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

David T. Stokes,

Plaintiff,

v.

Oconee County, Wayne McCall, and Edda
Cammick,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

C.A. No. 2017-CP-37-

COMPLAINT
(Jury Trial Demanded)

David Stokes (hereinafter "Plaintiff"), complaining of Oconee County, Wayne McCall, and Edda Cammick (collectively referred to as "Defendants"), would respectfully show unto the Court the following:

PARTIES

1. Plaintiff is a citizen and resident of Oconee County, South Carolina and is a former employee of Defendant Oconee County.

2. Defendant Oconee County is, upon information and belief, is a political subdivision of the State of South Carolina as defined by Section 15-78-10, *et seq.* of the South Carolina Code of Laws.

3. Defendant McCall is, upon information and belief, a citizen and resident of Oconee County, and at all times relevant herein, was a County Councilmember for Defendant Oconee County.

4. Defendant Cammick is, upon information and belief, a citizen and resident of Oconee County, and at all times relevant herein, was a County Councilmember for Defendant Oconee County.

5. At all times complained of herein, Defendant Oconee County was responsible for overseeing its employees, agents, and/or servants in all activities within the scope of their employment.

VENUE AND JURISDICTION

6. Venue and jurisdiction are proper because the most substantial part of the alleged acts or omissions giving rise to Plaintiff's causes of action occurred in Oconee County, South Carolina, and because Defendants are all residents of Oconee County.

FACTS

7. Defendant Oconee County hired Plaintiff as the Building Official in December 2011. The Building Official is the administrator for building and/or code compliance within Oconee County, and ensures that proper code is followed in the design, construction, and maintenance of buildings and structures within Oconee County by, among other things, issuing building permits for applicants within Oconee County and performing inspections of buildings and structures to ensure they follow all applicable permitting requirements, code regulations, statutes, and/or engineering standards or rules.

8. Plaintiff always performed his job satisfactorily and received no written complaints, write-ups, or other disciplinary action from his superiors.

9. On or around March 8, 2017, Defendant Cammick applied for a building permit from Oconee County to erect or install a pre-fabricated structure on her property.

10. Thereafter, Plaintiff told Defendant Cammick that her structure sometimes included manufacturing documents, including engineering documentation. These documents were not delivered with or included with delivery of Defendant Cammick's structure. did not include these documents.

11. Plaintiff then informed Defendant Cammick she would need these documents to install her structure as required by Oconee County's building code, and that some vendors and contractors within Oconee County included these documents at no cost with installation, while others did not.

12. At no point did Plaintiff attempt to steer Defendant Cammick towards one contractor over another. He simply provided information in his official capacity regarding available contractors within Oconee County.

13. Defendant Cammick voiced objections to providing the documents and was disgruntled that she needed to have actual possession of documents, even though Oconee County's building code required them to be submitted for approval of her structure.

14. In late April 2017, the County Council for Defendant Oconee County had its Budget, Finance, and Administration Council Committee meeting, wherein Defendants McCall and Cammick voiced frustration with the building department because Defendant Cammick was required to get engineering documentation and a building permit for a structure they felt did not need those requirements. In fact, Defendant Oconee County's ordinances specifically required both.

15. Defendants McCall and Cammick also asserted they had received numerous citizen complaints regarding customer service and delays with Plaintiff's department, and that Plaintiff had "blackballed" certain contractors and businesses within Oconee County, all of which was false.

16. Thereafter, Defendants McCall and Cammick communicated to The Journal newspaper these same falsehoods with reckless disregard to the truth of the allegations. In that article, Defendants McCall and Cammick alleged that Plaintiff was making life miserable for the citizens of Oconee County, that Plaintiff was lying about building code rules and regulations, or,

making them up on his own, that Plaintiff was funneling Oconee County citizens to certain contractors, and that Plaintiff had illegally charged Defendant Cammick for a building permit, which she did not need, or that Plaintiff had defrauded her, as well as other citizens of Oconee County.

17. At all times making these false allegations, Defendants McCall and Cammick were acting in their official capacity of as agents and council members of Defendant Oconee County and speaking on behalf of Defendant Oconee County.

18. The allegations are patently false and were made to third parties with malicious intent and reckless disregard for the veracity of these statements, and did and has caused emotional and pecuniary harm to Plaintiff and his reputation.

19. Thereafter, citing and relying upon these false allegations, Defendant Oconee County terminated Plaintiff.

FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Slander Per Se)

20. Plaintiff realleges and restates all the allegations of the preceding paragraphs as if fully rewritten and restated herein verbatim.

21. The actions and conduct of each of the Defendants, by and through themselves, employees, agents and/or servants, in making the aforementioned false statements and publishing them to third persons, constitutes defamatory statements charging Plaintiff with unfitness in one's business or profession, dishonesty, the commission of a crime (fraud), and, thus, constitute defamation and slander per se.

22. In fact, Plaintiff was a good employee while working for Defendant Oconee County and followed all applicable laws, statutes, rules, regulations, standard, and/or policies and procedures.

23. Defendants' publications to the third persons are not, and were not, privileged.

24. As a direct and proximate result of Defendants' defamatory statements, Plaintiff has suffered, and continues to suffer, actual damages.

25. Plaintiff is entitled to judgement against Defendants, jointly and severally, for actual and punitive damages for slander per se.

FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT OCONEE COUNTY
(Wrongful Termination in Violation of Public Policy)

26. Plaintiff realleges and restates all the allegations of the preceding paragraphs as if fully rewritten and restated herein verbatim.

27. Defendant Oconee County's actions constitute wrongful termination in violation of public policy.

28. Specifically, Defendant retaliated against Plaintiff and terminated him while he was pursuing important rights related to his roles as an employee, including, but not limited to, the following:

- a. Opposing violations of applicable building codes, laws, statutes, regulations, standards, and/or policies and procedures;
- b. Ensuring that the citizens of Oconee County were safe and protected by enforcing the applicable building codes, laws, statutes, regulations, standards, and/or policies and procedures; and

29. Because of the intentional, willful and wanton acts complained of herein, Plaintiff has suffered and will continue to suffer the loss of a better, more productive long-term career with Defendant Oconee County and the loss of better wages, bonuses, benefits, and other compensation with such employment entails. Plaintiff has also suffered future pecuniary losses, emotional pain and suffering, inconvenience, loss of enjoyment of life, and other non-pecuniary losses. Plaintiff

has further experienced severe emotional and physical distress. Plaintiff seeks back pay, front pay, actual damages, liquidated damages, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, and costs under this cause of action.

WHEREFORE, Plaintiff would request an Order of the Court granting judgment against Defendants, jointly and severally, for all relief sought in Plaintiff's Complaint, actual damages, punitive damages, back pay, front pay, lost benefits, consequential damages, pre-judgment interest, attorneys' fees and costs, and for any such other and further relief as the Court may deem just and proper.

Plaintiff hereby demands a trial by jury.

HOPKINS LAW FIRM, LLC

s/ J. Clay Hopkins

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Attorneys for the Plaintiff

May 31, 2017

Pawleys Island, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	CASE NO.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	
	)	ANSWER AND COUNTERCLAIM
v.	)	(Jury Trial Demanded)
	)	
Oconee County, Wayne McCall, and Edda	)	
Cammick,	)	
	)	
Defendants.	)	

The Defendants, Oconee County and Edda Cammick (herein "Defendants"), answering the Complaint of the Plaintiff herein, would respectfully show unto the Court as follows:

FOR A FIRST DEFENSE

1. These Defendants would show that the Plaintiff's Complaint fails to state facts sufficient to constitute causes of action against these Defendants and that the alleged causes of action so stated in said Complaint fail to state claims on which relief can be granted and, therefore, said Complaint should be dismissed as to these Defendants.

FOR A SECOND DEFENSE

2. The allegations contained in the first defense hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

3. These Defendants deny each and every allegation contained in the Plaintiff's Complaint not hereinafter specifically admitted, modified or explained.

4. These Defendants admit so much of the allegations contained in Paragraph 1 of the Plaintiff's Complaint as alleges that the Plaintiff is a former employee of Oconee County. These Defendants do not have sufficient knowledge or information to admit or deny the remaining

allegations contained in Paragraph 1 of the Plaintiff's Complaint and, therefore, said allegations are denied and strict proof is demanded.

5. These Defendants admit the allegations contained in Paragraphs 2, 3, 4 and 5 of the Plaintiff's Complaint.

6. These Defendants admit so much of the allegations contained in Paragraph 6 of the Plaintiff's Complaint as pertain to them.

7. These Defendants admit so much of the allegations contained in Paragraph 7 of the Plaintiff's Complaint as allege that the Defendant, Oconee County, hired the Plaintiff as the Building Official in December 2011. To the extent that the remaining allegations contained in Paragraph 7 of the Plaintiff's Complaint are contrary to the detailed duties, responsibilities and/or obligations of the Building Official as described in the job description for the Building Official contained in applicable codes/regulations/statutes applicable to Oconee County, said allegations are denied and strict proof is demanded.

8. These Defendants deny the allegations contained in Paragraph 8 of the Plaintiff's Complaint and demand strict proof thereof.

9. These Defendants admit the allegations contained in Paragraph 9 of the Plaintiff's Complaint.

10. These Defendants deny the allegations contained in Paragraphs 10, 11, 12 and 13 of the Plaintiff's Complaint and demand strict proof thereof. Further answering the allegations contained in said Paragraphs of the Plaintiff's Complaint, the Defendant, Edda Cammick, would show that she never spoke with the Plaintiff regarding the matters referenced therein.

11. These Defendants admit so much of the allegations contained in Paragraphs 14, 15, 16 and 17 of the Plaintiff's Complaint as alleges that the Defendant, Oconee County, had a Budget,

Finance and Administration Council Committee hearing in April, 2017 and that the Defendants McCall and Cammick were acting in their official capacity as council members and speaking on behalf of the Defendant, Oconee County, at that meeting. The remaining allegations contained in said Paragraphs of the Plaintiff's Complaint are denied and strict proof is demanded. Further answering said allegations contained in said Paragraphs, these Defendants would show that the meeting in question was videotaped and that the contents of that video tape speak for themselves and that all Plaintiff's allegations that are contrary to the contents of that video tape are expressly denied and strict proof is demanded. Finally, the Defendant, Cammick, denies that she thereafter communicated or spoke with The Journal newspaper.

12. These Defendants deny the allegations contained in Paragraph 18 of the Plaintiff's Complaint and demand strict proof thereof.

13. These Defendants admit so much of the allegations contained in Paragraph 19 of the Plaintiff's Complaint as alleges that the Defendant, Oconee County, terminated the Plaintiff. The remaining allegations contained in said Paragraph 19 are denied and strict proof is demanded.

14. In response to the allegations contained in Paragraph 20 of the Plaintiff's Complaint, these Defendants incorporate herein by reference thereto their responses to Paragraphs 1 through 19 of the Plaintiff's Complaint set forth above.

15. These Defendants deny the allegations contained in Paragraphs 21 through 25 of the Plaintiff's Complaint and demand strict proof thereof.

16. In response to the allegations contained in Paragraph 26 of the Plaintiff's Complaint, these Defendants incorporate herein by reference thereto their responses to Paragraphs 1 through 25 of the Plaintiff's Complaint set forth above.

17. These Defendants deny the allegations contained in Paragraphs 27 through 29 of the Plaintiff's Complaint and demand strict proof thereof.

FOR A THIRD DEFENSE

18. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

19. These Defendants plead the provisions of the South Carolina Tort Claims Act, South Carolina Code §15-78-10, *et seq.*, including all of the immunities, limitations, including, but not limited to, statute(s) of limitations, and defenses granted or preserved by the Act.

FOR A FOURTH DEFENSE

20. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

21. These Defendants would show that they are not liable to the Plaintiff if any amount based upon the limitations of liability as set forth in §15-78-10, *et seq.*, of the South Carolina Code of Laws, 1976, as amended, and plead sovereign immunity as a complete defense.

FOR A FIFTH DEFENSE

22. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

23. These Defendants would show that any claim by the Plaintiff for punitive damages, attorney's fees, or interest with respect to any state claims is prohibited by South Carolina Ann. §15-78-120, and, therefore, should be stricken from the Plaintiff's Complaint.

FOR A SIXTH DEFENSE

24. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

25. These Defendants would show that they are not liable to the Plaintiff in any amount for emotional damages on any state claims under §15-78-10, *et seq.*, of the South Carolina Code of Laws, 1976, as amended, and therefore, any causes of action or request for such should be stricken from the Plaintiff's Complaint.

FOR A SEVENTH DEFENSE

26. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

27. These Defendants would show that the Plaintiff was employed at will and, therefore, not entitled to receive any damages from these Defendants.

FOR AN EIGHTH DEFENSE

28. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

29. These Defendants would show that they followed all established employment practices and procedures in existence at the time of Plaintiff's employment and same is pled as a bar to the Plaintiff's Complaint.

FOR A NINTH DEFENSE

30. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

31. Any injuries or damages sustained by Plaintiff, all of which these Defendants deny, were caused by his own conduct and were not proximately caused by any action of these Defendants.

32. Any claims for injuries or damages sustained by Plaintiff, all of which these Defendants deny, were waived either expressly or impliedly by Plaintiff's actions.

FOR A TENTH DEFENSE

33. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

34. These Defendants would show that at all times alleged in the Plaintiff's Complaint, they acted reasonably and in good faith and did not violate any clearly established right of the Plaintiff and, therefore, are qualifiedly immune from suit.

FOR AN ELEVENTH DEFENSE

35. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

36. These Defendants, at all times relevant hereto and during the performance or non-performance of the acts alleged in the Plaintiff's Complaint, did not perform any acts or fail to perform any acts in bad faith, in a malicious manner, or with corrupt motives, and these Defendants are therefore immune from suit.

FOR A TWELFTH DEFENSE

37. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

38. That at all times relevant hereto, these Defendants were government officials performing discretionary functions and actions which could reasonably have been thought consistent with the rights of the Plaintiff and for which they are alleged to have violated; and, thus, these Defendants are entitled to immunity as a matter of law.

FOR A THIRTEENTH DEFENSE

39. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

40. These Defendants would show that any statements or communications made by them or acts performed by them at the time and place referred to in the Plaintiff's allegations were true and, as such, cannot form the basis of an action for defamation.

FOR A FOURTEENTH DEFENSE

41. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

42. These Defendants would show that any statements or communications which may have been made by them at the time and place referred to in Plaintiff's Complaint were made with a qualified privilege, were in good faith and without malice, and were reasonable and proper in scope and extent in light of the facts and circumstances then and there existing and, therefore, cannot form the basis of an action for defamation.

FOR A FIFTEENTH DEFENSE

43. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

44. These Defendants would show that any statements or communications made by them or acts performed by them at the time and place referenced in the Plaintiff's allegations are true based upon the factually valid information available to them on which they reasonably relied and, as such, cannot form the basis of an action for defamation.

FOR A SIXTEENTH DEFENSE

45. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

46. Any employment decisions or actions made by these Defendants regarding Plaintiff were without consideration of any personal issues and all employment actions or decisions regarding Plaintiff were lawful, proper and justified.

FOR A SEVENTEENTH DEFENSE

47. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

48. These Defendants plead all statutory, regulatory, and/or common law authorizations and privileges as a complete defense and bar to any and all of Plaintiff's causes of action.

FOR AN EIGHTEENTH DEFENSE

49. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

50. These Defendants plead the applicable statute of limitations as a bar to the Plaintiff's Complaint.

FOR A NINETEENTH DEFENSE

51. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

52. Any actions by these Defendants were all based in good faith, solely on appropriate reasons and the same is pled and bar to this action.

FOR A TWENTIETH DEFENSE

53. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

54. To the extent the Plaintiff's Complaint seeks a jury trial as to the amount of punitive damages, if any, to be awarded, such claim fails, as Plaintiff has no right to have a jury determine the appropriate amount of punitive damages.

FOR A TWENTY-FIRST DEFENSE

55. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

56. These Defendants allege that the Plaintiff's claim for punitive damages violates both the Fourteenth Amendment of the United States Constitution and Article 1, Section 3 of the South Carolina Constitution in or more of the following particulars:

- (a) That the jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of a meaningful standard and is inconsistent with due process guarantees.
- (b) That, even if a standard governing the award of punitive damages does exist, this standard is void for vagueness.
- (c) That the amount of punitive damages awarded is based upon the wealth of the Defendants in violation of their right to equal protection of the laws.

FOR A TWENTY-SECOND DEFENSE

57. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

58. These Defendants allege that the Plaintiff's claim for punitive damages violates both the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution and Article I, Section 3 of the South Carolina Constitution of Law in that:

- (a) The judiciary's ability to correct a punitive damage award only upon a finding of passion, prejudice, and caprice is inconsistent with due process guarantees;

- (b) Any award or punitive damages serving a compensatory function is inconsistent with due process guarantees;
- (c) Any of award of punitive damages based upon the wealth of the Defendant violates due process guarantees;
- (d) The jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;
- (e) Even if it could be argued that the standard covering with imposition of punitive damages exists, the standard is void of vagueness; and
- (f) The Plaintiff's claim for punitive damages violates the equal protection clause of the Fourteenth Amendment of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that amount of punitive damages is based upon the wealth of the Defendant.

FOR A TWENTY-THIRD DEFENSE

59. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

60. The Plaintiff has failed to exhaust his administrative remedies and, therefore, the Complaint is barred.

FOR A TWENTY-FOURTH DEFENSE

61. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

62. Plaintiff's claim for damages and his causes of action are barred by the statute of frauds as no binding written contract existed between Plaintiff and these Defendants regarding Plaintiff's employment.

FOR A TWENTY-FIFTH DEFENSE

63. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

64. Plaintiff has failed to mitigate his damages and his claims are thus precluded or limited under the doctrine of avoidable consequences.

FOR A TWENTY-SIXTH DEFENSE

65. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

66. Plaintiff's conduct constitutes a legal non-discriminatory reason for employment action taken and/or made him unqualified for the position.

FOR A TWENTY-SEVENTH DEFENSE

67. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

68. These Defendants place the Plaintiff on notice that it will subsequently move to amend this Answer should it appear through discovery or continued fact investigation that additional defenses and/claims are available.

FOR A TWENTY-EIGHTH DEFENSE AND BY WAY OF COUNTERCLAIM
(For a First Cause of Action – Abuse of Process)

69. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

70. Cammick will show that the Plaintiff filed this action and named Cammick as a Defendant for the ulterior motive of defaming the Defendant personally, professionally, and politically in retaliation for the Plaintiff losing his job for the following purposes:

- a. To defame Cammick personally, professionally and politically in order to invalidate any concerns about employee conduct, and to create a basis to seek monetary gains for which he is not entitled to obtain; and
- b. To defame Cammick by claiming the following:
 - I. That she acted unprofessionally when he claimed they, Defendants Cammick and McCall, were disgruntled;
 - II. That she attempted to exploit her position as council member for her personal gain by not having to provide the engineering plans for her building; and
 - III. That, by implication, Cammick expected the Plaintiff to violate laws, ordinances, regulations, codes, or the like to keep his job.

71. Cammick will show that the Plaintiff perverted the process by intentionally altering the facts in pursuit of his ulterior purposes.

72. Cammick will show that the Plaintiff made several false statements indicating a direct and personal interaction between himself and Cammick, when in fact he never talked to, interacted with, or had any direct or indirect contact with Cammick while she sought a building permit.

73. Cammick is informed and believes that by creating the illusion of a personal interaction, the Plaintiff also creates the false impression that there was a personal conflict over the submission of engineering plans.

74. Cammick is informed and believes that the Plaintiff is using the false assertion of a personal conflict with Plaintiff in order to support his claims of defamation and wrongful termination in violation of public policy, since, in the absence of these assertions, both causes of action would fail.

75. As a direct and proximate result of the Plaintiff's conduct as set forth above, Cammick has suffered actual and punitive damages in an amount to be determined by the jury.

FOR A TWENTY-NINTH DEFENSE AND BY WAY OF COUNTERCLAIM
(For a Second Cause of Action – Frivolous Lawsuit)

76. The allegations contained in the defenses hereinabove set forth are incorporated herein and made a part of this defense by reference thereto.

77. Cammick will show that the Plaintiff's case is a frivolous lawsuit and that Plaintiff should be ordered to pay Cammick damages, both actual and punitive, and reimburse the Defendant for her attorney's fees and costs in this matter, in an amount to be determined by the jury.

78. Cammick will show that during April 25, 2017 Budget, Finance, and Administration Council Committee meeting in question, the Plaintiff was never mentioned and that Cammick operated within the scope of her duties as county council member.

79. Cammick will show that the meeting in question is available to the public via the county's YouTube Channel, Your Oconee channel on the YouTube website, and that such information is disclosed on the county's main page of its website.

WHEREFORE, having fully answered the Plaintiff's Complaint, these Defendants pray that it be dismissed as to them, that the Defendant Cammick have judgment on her counterclaims against the Plaintiff for actual and punitive damages in an amount to be determined by the jury, plus interest, attorney's fees and costs of this action and for such other and further relief as this Court deems just and proper.

LOGAN, JOLLY & SMITH, LLP

s/James W. Logan, Jr.

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s/Roberta Barton

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Attorney for Defendant Edda Cammick on her
counterclaim

Date: August 2, 2017

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
David T. Stokes,	)	C.A. No.: 2017-CP-37-00320
	)	
Plaintiff,	)	ANSWER AND COUNTERCLAIM OF
	)	DEFENDANT WAYNE MCCALL
vs.	)	
	)	(Jury Trial Demanded)
Oconee County, Wayne McCall, and Edda	)	
Cammick,	)	
	)	
Defendants.	)	
	)	

Defendant Wayne McCall, answering the Complaint of Plaintiff and counterclaiming herein, would respectfully allege and show unto the Court as follows:

FOR A FIRST DEFENSE

1. In response to the allegations contained in paragraph 1 of the Complaint, Defendant admits that Plaintiff is a former employee of Defendant Oconee County. Defendant lacks sufficient information to form a belief as to the truth of the remaining allegations contained in paragraph 1 of the Complaint and, therefore, denies same.
2. Defendant admits the allegations contained in paragraph 2 of the Complaint.
3. In response to the allegations contained in paragraph 3 of the Complaint, Defendant admits that he is a citizen and resident of Oconee County and is a member of County Council. Defendant denies the remaining allegations contained in paragraph 3 of the Complaint.
4. In response to the allegations contained in paragraph 4 of Plaintiff's Complaint, Defendant admits, upon information and belief, that Defendant Cammick is a citizen and resident of Oconee County and is a member of County Council. Defendant denies the remaining allegations contained in paragraph 4 of Plaintiff's Complaint.

5. Defendant admits the allegations contained in paragraph 5 of the Complaint.

6. In response to the allegations contained in paragraph 6 of the Complaint, Defendant admits that the venue and jurisdiction are proper, but denies Plaintiff is entitled to any relief in this case.

7. In response to the allegations contained in paragraph 7 of the Complaint, Defendant admits that as the Building Official, Plaintiff was responsible to supervise the operations of the Building Codes Department. Defendant denies the remaining allegations contained in paragraph 7 of the Complaint.

8. Defendant denies the allegations contained in paragraph 8 of the Complaint.

9. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies same.

10. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies same.

11. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.

12. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies same.

13. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.

14. Defendant denies the allegations contained in paragraph 14 of the Complaint.

15. Defendant denies the allegations contained in paragraph 15 of the Complaint.

16. Defendant denies the allegations contained in paragraph 16 of the Complaint.

17. Defendant denies the allegations contained in paragraph 17 of the Complaint.

18. Defendant denies the allegations contained in paragraph 18 of the Complaint.

19. Defendant denies the allegations contained in paragraph 19 of the Complaint.

20. To the extent that the allegations contained in paragraph 20 of the Complaint require a response, they are denied.

21. Defendant denies the allegations contained in paragraph 21 of the Complaint.

22. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and, therefore, denies same.

23. Defendant denies the allegations contained in paragraph 23 of the Complaint.

24. Defendant denies the allegations contained in paragraph 24 of the Complaint.

25. Defendant denies the allegations contained in paragraph 25 of the Complaint.

26. To the extent that the allegations contained in paragraph 26 of the Complaint require a response, they are denied.

27. Defendant denies the allegations contained in paragraph 27 of the Complaint.

28. Defendant denies the allegations contained in paragraph 28 of the Complaint.

29. Defendant denies the allegations contained in paragraph 29 of the Complaint.

30. Except as specifically admitted hereinabove, Defendant McCall denies each and every allegation contained in the Complaint.

FOR A SECOND DEFENSE

31. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

32. Any statements alleged to be made by this Defendant were true and he pleads truth as an absolute defense.

FOR A THIRD DEFENSE

33. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

34. Plaintiff's Complaint must be dismissed because it fails to state facts sufficient to constitute a cause of action.

FOR A FOURTH DEFENSE

35. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

36. The claims asserted in Plaintiff's Complaint are barred by the provisions of the South Carolina Tort Claims Act, S.C. Code §15-78-10 *et seq.*, including all of the immunities, limitations, and defenses granted or preserved by the Act.

FOR A FIFTH DEFENSE

37. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

38. Defendant McCall is entitled to qualified privilege.

FOR A SIXTH DEFENSE

39. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

40. Defendant McCall did not make statements that were false or with reckless disregard for its truth. Therefore, because Plaintiff is a public official and no allegations were made with actual malice, Plaintiff's claims should be dismissed.

FOR A SEVENTH DEFENSE

41. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

42. Plaintiff's claim for punitive damages is barred under S.C. Code Ann. §15-78-120 of the South Carolina Tort Claims Act and therefore, should be dismissed.

FOR AN EIGHTH DEFENSE

43. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this defense.

44. Plaintiff has failed to mitigate his damages and Defendant pleads such failure to mitigate as a defense.

FOR NINTH DEFENSE AND BY WAY OF FIRST COUNTERCLAIM

45. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this counterclaim.

46. Defendant McCall will show that Plaintiff filed this action and named Defendant McCall for the ulterior motive of defaming Defendant personally, professionally, and politically in retaliation for Plaintiff losing his job for the following purposes:

a. To defame Defendant McCall personally, professionally and politically in order to invalidate any concerns about employee conduct, and to create a basis to seek monetary gains for which he is not entitle to obtain; and

b. To defame Defendant McCall by claiming the following:

I. That McCall acted unprofessionally when the Plaintiff claimed that Defendants McCall and Cammick were disgruntled;

- II. That he attempted to exploit his position as a council member to allow Defendant Cammick to have personal gain of not having to provide engineering plans for her temporary building; and
- III. That, by implication, Defendant McCall expected the Plaintiff to violate laws, ordinances, regulations, codes, or the like to keep his job.

47. Defendant McCall will show that Plaintiff perverted the process by intentionally altering the facts in pursuit of his ulterior purposes.

48. Defendant McCall is informed and believes that by creating the illusion of a personal interaction, Plaintiff also creates the false impression that there is a personal conflict over the submission of engineering plans.

49. Defendant McCall is informed and believes that Plaintiff uses the false assertion of a personal conflict to support his claims of defamation and wrongful termination in violation of public policy, and without it then both causes of actions would fail.

50. Accordingly, Plaintiff is liable for actual and punitive damages proximately caused by Plaintiff's wrongful actions.

FOR A TENTH DEFENSE AND BY WAY OF SECOND COUNTERCLAIM

51. Defendant McCall incorporates herein the allegations contained in his first defense that are consistent with this counterclaim.

52. Defendant McCall will show that Plaintiff's case is a frivolous lawsuit and that Plaintiff should be ordered to reimburse Defendant for his attorney's fees and costs in this matter.

53. Defendant McCall will show that during April 25, 2017 Budget, Finance, and Administration Council Committee meeting in question, the Plaintiff was never mentioned and that Defendant McCall operated within the scope of his duties as county council member.

54. Defendant McCall will show that the meeting in question is available to the public via the county's YouTube Channel, Your Oconee channel, on the YouTube website, and that such information is disclosed on the County's main page of its website.

WHEREFORE, having fully answered the Complaint of Plaintiff and counterclaiming herein, Wayne McCall prays that same be dismissed with costs, for judgment on his counterclaim, and for such further and other relief as this Court shall deem just and proper.

s/Stephanie H. Burton
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s/Roberta Barton
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*Attorney for Defendant Wayne McCall on
his counterclaim*

August 7, 2017

DEFENDANT DEMANDS A TRIAL BY JURY

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

David T. Stokes,

Plaintiffs,

v.

Oconee County, Wayne McCall, and Edda
Cammick,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
C.A. No. 2017-CP-37-00320

**ANSWER TO OCONEE COUNTY'S AND
EDDA CAMMICK'S COUNTERCLAIMS
(Jury Trial Requested)**

David T. Stokes (hereafter "Plaintiff") hereby answers Oconee County's and Edda Cammick's (collectively "Defendants") Counterclaims, would respectfully show and allege unto this Honorable Court as follows:

FIRST DEFENSE

1. Each and every allegation in the Defendants' Counterclaims not admitted, modified, or qualified herein is denied.

2. Paragraphs 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, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, and 68 of the Answer and Counterclaims are defenses to Plaintiff's Complaint and thus do not require an answer. To the extent a further response is required, Plaintiff denies these allegations.

3. Plaintiff denies the allegations in Paragraphs 69, 70 and its subparagraphs, 71, 72, 73, 74, 75, 76, 77, 78, 79 and all "Wherefore" clauses, including all subparts thereto, and demand strict proof thereof.

SECOND DEFENSE

4. The claims asserted against Defendants are barred in whole or in part by Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state a claim upon which relief can be granted.

THIRD DEFENSE

5. Defendants are barred from recovery against Plaintiffs based upon their own actions and their own conduct or misconduct.

FOURTH DEFENSE

6. Each and every claim for equitable relief is barred insofar as Defendants maintain adequate remedies at law.

FIFTH DEFENSE

7. The claims asserted against Defendants are barred, in whole or in part, for failure to prove damages as a result of the allegations asserted.

SIXTH DEFENSE

8. The claims asserted against Plaintiff are barred, in whole or in part, for failure to mitigate damages.

SEVENTH DEFENSE

9. Plaintiff asserts the doctrine of mistake as a complete and affirmative defense.

EIGHTH DEFENSE

10. Plaintiff asserts the doctrines of waiver, estoppel, and laches as complete and affirmative defenses.

NINTH DEFENSE

11. Plaintiff asserts that any recovery is barred in whole or in part as a result of the doctrine of unjust enrichment.

TENTH DEFENSE

12. Defendants' causes of action are duplicative and are, therefore, barred to the extent Defendants seeks recovery for the same damages for duplicative claims.

ELEVENTH DEFENSE

13. Plaintiff asserst that any recovery is barred in whole or in part as a result of the doctrine of election of remedies because Defendants seek inconsistent remedies that would result in double recovery.

TWELFTH DEFENSE

14. Plaintiff assert that Defendants have tortiously caused damage to him and asserts that any damages recoverable by Defendants, if any, should be set off by the damages sustained by Plaintiff.

THIRTEENTH DEFENSE

15. Any injuries or damages sustained by Defendants, all of which are denied, were caused by their own conduct and are barred in whole or in part against Plaintiff, were consented to and/or initiated by Defendants, and/or were waived either expressly or impliedly by Defendants' actions.

FOURTEENTH DEFENSE

16. Defendants' claim for punitive damages is barred because Plaintiff has not engaged in any practice or conduct with actual malice or wanton or willful disregard of Defendants' rights.

FIFTEENTH DEFENSE

17. To the extent any damages which Defendants seek are barred or limited by statutory provisions, Defendants are not entitled to recover damages in excess of those limitations.

SIXTEENTH DEFENSE

18. Defendants' claims against this Plaintiff are barred by fraud.

SEVENTEENTH DEFENSE

19. Defendants' claims against this Plaintiff are barred by misrepresentation.

EIGHTEENTH DEFENSE

20. Defendants' claims against this Plaintiff are barred by unclean hands.

NINETEENTH DEFENSE

21. Any alleged injury or damages that Defendants may have sustained may have been due to and proximately caused by the contributory and comparative negligence, recklessness, willfulness, and wantonness of Defendants, which, combining and concurring with that of this Plaintiff and any other Plaintiff and/or third party, if any, which is denied, contributed to Defendants' alleged damages as the proximate cause thereof and therefore Defendants may not recover herein and/or the Defendants' damages should be reduced in proportion to the Defendants' negligence.

TWENTIETH DEFENSE

22. Defendants' claim for punitive damages is barred by the Due Process Clause of the U.S. Constitution, amend. V and XIV, § 1, and by the Due Process Clause of the South Carolina Constitution because the law of this State governing punitive damages provides inadequate procedural protections against arbitrary or erroneous awards of such damages. The United States Supreme Court has declared that a State may constitutionally award punitive damages only if the

law that State provides significant and effective procedural protections to the other party, which the law of this State does not.

TWENTY-FIRST DEFENSE

23. Defendants' claim for punitive damages is barred by the Due Process Clause of the U.S. Constitution, amend. V and XIV, § 1, and by the Due Process Clause of the South Carolina Constitution because Defendants lacked adequate notice either of the type of conduct that could warrant an award of punitive damages under the law of this State, or of the amount of such damages that could be awarded. The lack of fair notice bars any award of punitive damages.

TWENTY-SECOND DEFENSE

24. Defendants' claim for punitive damages is barred by the Due Process Clause of the U.S. Constitution, amend. V and XIV, § 1, and by the Due Process Clause of the South Carolina Constitution because due process requires that any award of punitive damages bear a close relationship to appropriate civil fines or penalties established by the legislature, or by administrative agencies under authority delegated by the legislature. The law of this State, however, fails to incorporate this due process requirement, and therefore, no award of punitive damages may constitutionally be made under the law of this State.

TWENTY-THIRD DEFENSE

25. Defendants' claim for punitive damages is barred by the Commerce Clause of the U.S. Constitution, art. I, § 8, cl. 3 because the transactions alleged in the Complaint took place in interstate commerce, and the imposition of punitive damages on Defendants for transactions in interstate commerce unduly burdens that commerce.

WHEREFORE, having answered the Complaint, Plaintiff prays that the same be dismissed with prejudice, that the Court award Plaintiff his attorney's fees and costs, and for such other and further relief as this Court may deem just and proper.

Plaintiff hereby requests a trial by jury on all issues so triable.

HOPKINS LAW FIRM, LLC

s/J. Clay Hopkins

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Attorneys for the Plaintiffs

September 1, 2017

Pawleys Island, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

David T. Stokes,

Plaintiffs,

v.

Oconee County, Wayne McCall, and Edda
Cammick,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
C.A. No. 2017-CP-37-00320

**ANSWER TO WAYNE MCCALL'S
COUNTERCLAIMS
(Jury Trial Requested)**

David T. Stokes (hereafter "Plaintiff") hereby answers Wayne McCall's ("Defendant") Counterclaims, would respectfully show and allege unto this Honorable Court as follows:

FIRST DEFENSE

1. Each and every allegation in the Defendant's Counterclaims not admitted, modified, or qualified herein is denied.

2. Paragraphs 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, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 of the Answer and Counterclaims are defenses to Plaintiff's Complaint and thus do not require an answer. To the extent a further response is required, Plaintiff denies these allegations.

3. Plaintiff denies the allegations in Paragraphs 45, 46 and its subparagraphs, 47, 48, 49, 50, 51, 52, 53, 54 and all "Wherefore" clauses, including all subparts thereto, and demand strict proof thereof.

SECOND DEFENSE

4. The claims asserted against Plaintiff are barred in whole or in part by Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state a claim upon which relief can be granted.

THIRD DEFENSE

5. Defendant is barred from recovery against Plaintiff based upon his own actions and his own conduct or misconduct.

FOURTH DEFENSE

6. Each and every claim for equitable relief is barred insofar as Defendant maintains adequate remedies at law.

FIFTH DEFENSE

7. The claims asserted against Plaintiff are barred, in whole or in part, for failure to prove damages as a result of the allegations asserted.

SIXTH DEFENSE

8. The claims asserted against Plaintiff are barred, in whole or in part, for failure to mitigate damages.

SEVENTH DEFENSE

9. Plaintiff asserts the doctrine of mistake as a complete and affirmative defense.

EIGHTH DEFENSE

10. Plaintiff asserts the doctrines of waiver, estoppel, and laches as complete and affirmative defenses.

NINTH DEFENSE

11. Plaintiff asserts that any recovery is barred in whole or in part as a result of the doctrine of unjust enrichment.

TENTH DEFENSE

12. Defendant's causes of action are duplicative and are, therefore, barred to the extent Defendant seeks recovery for the same damages for duplicative claims.

ELEVENTH DEFENSE

13. Plaintiff asserts that any recovery is barred in whole or in part as a result of the doctrine of election of remedies because Defendant seeks inconsistent remedies that would result in double recovery.

TWELFTH DEFENSE

14. Plaintiff assert that Defendant has tortiously caused damage to him and asserts that any damages recoverable by Defendant, if any, should be set off by the damages sustained by Plaintiff.

THIRTEENTH DEFENSE

15. Any injuries or damages sustained by Defendant, all of which are denied, were caused by his own conduct and are barred in whole or in part against Plaintiff, were consented to and/or initiated by Defendant, and/or were waived either expressly or impliedly by Defendant's actions.

FOURTEENTH DEFENSE

16. Defendant's claim for punitive damages is barred because Plaintiff has not engaged in any practice or conduct with actual malice or wanton or willful disregard of Defendant's rights.

FIFTEENTH DEFENSE

17. To the extent any damages which Defendant seeks are barred or limited by statutory provisions, Defendant is not entitled to recover damages in excess of those limitations.

SIXTEENTH DEFENSE

18. Defendant's claims against this Plaintiff are barred by fraud.

SEVENTEENTH DEFENSE

19. Defendant's claims against this Plaintiff are barred by misrepresentation.

EIGHTEENTH DEFENSE

20. Defendant's claims against this Plaintiff are barred by unclean hands.

NINETEENTH DEFENSE

21. Any alleged injury or damages that Defendant may have sustained may have been due to and proximately caused by the contributory and comparative negligence, recklessness, willfulness, and wantonness of Defendant, which, combining and concurring with that of this Plaintiff and any other Plaintiff and/or third party, if any, which is denied, contributed to Defendant's alleged damages as the proximate cause thereof and therefore Defendant may not recover herein and/or the Defendant's damages should be reduced in proportion to the Defendant's negligence.

TWENTIETH DEFENSE

22. Defendant's claim for punitive damages is barred by the Due Process Clause of the U.S. Constitution, amend. V and XIV, § 1, and by the Due Process Clause of the South Carolina Constitution because the law of this State governing punitive damages provides inadequate procedural protections against arbitrary or erroneous awards of such damages. The United States Supreme Court has declared that a State may constitutionally award punitive damages only if the law that State provides significant and effective procedural protections to the other party, which the law of this State does not.

TWENTY-FIRST DEFENSE

23. Defendant's claim for punitive damages is barred by the Due Process Clause of the U.S. Constitution, amend. V and XIV, § 1, and by the Due Process Clause of the South Carolina Constitution because Defendants lacked adequate notice either of the type of conduct that could

warrant an award of punitive damages under the law of this State, or of the amount of such damages that could be awarded. The lack of fair notice bars any award of punitive damages.

TWENTY-SECOND DEFENSE

24. Defendant's claim for punitive damages is barred by the Due Process Clause of the U.S. Constitution, amend. V and XIV, § 1, and by the Due Process Clause of the South Carolina Constitution because due process requires that any award of punitive damages bear a close relationship to appropriate civil fines or penalties established by the legislature, or by administrative agencies under authority delegated by the legislature. The law of this State, however, fails to incorporate this due process requirement, and therefore, no award of punitive damages may constitutionally be made under the law of this State.

TWENTY-THIRD DEFENSE

25. Defendant's claim for punitive damages is barred by the Commerce Clause of the U.S. Constitution, art. I, § 8, cl. 3 because the transactions alleged in the Complaint took place in interstate commerce, and the imposition of punitive damages on Defendants for transactions in interstate commerce unduly burdens that commerce.

WHEREFORE, having answered the Complaint, Plaintiff prays that the same be dismissed with prejudice, that the Court award Plaintiff his attorney's fees and costs, and for such other and further relief as this Court may deem just and proper.

Plaintiff hereby requests a trial by jury on all issues so triable.

HOPKINS LAW FIRM, LLC

s/ J. Clay Hopkins

William E. Hopkins, Jr. (SC Bar #66474)

J. Clay Hopkins (SC Bar #102053)

12019 Ocean Highway

Post Office Box 1885

Pawleys Island, South Carolina 29585

T: (843) 314-4202

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Email: bill@hopkinsfirm.com

clay@hopkinsfirm.com

Attorneys for the Plaintiffs

September 1, 2017

Pawleys Island, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

David T. Stokes,

Plaintiff,

v.

Oconee County, Wayne McCall, and Edda
Cammick,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE TENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2017-CP-37-00320

**NOTICE OF MOTION AND MOTION TO
DISMISS COUNTERCLAIM**

**TO: ABOVE-NAMED DEFENDANTS, AND JAMES W. LOGAN, JR., ESQUIRE,
STEPHANIE HOLMES BURTON, ESQUIRE, AND ROBERTA ELIZABETH
BARTON, ESQUIRE, THEIR ATTORNEYS:**

PLEASE TAKE NOTICE, that David T. Stokes, ("Plaintiff") by and through his undersigned attorneys, will move before the Presiding Judge of the Tenth Judicial Circuit, Oconee County, South Carolina, ten (10) days after the service of this notice of motion, or at such other time and place as the Court may direct, for an Order pursuant to Rule 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure to dismiss Oconee County's, Wayne McCall's, and Edda Cammick's (collectively "Defendants") purported counterclaims.

LEGAL STANDARD

In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint. Spence v. Spence, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper. Baird v. Charleston County, 333 S.C. 519, 511 S.E.2d 69 (1999); Stiles v. Onorato, 318

S.C. 297, 457 S.E.2d 601 (1995). “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.” Gentry v. Yonce, 337 S.C. 1, 5, 522 S.E.2d 137, 139 (1999). The complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action. Toussaint v. Ham, 292 S.C. 415, 357 S.E.2d 8 (1987).

ARGUMENT¹

I. Defendants cannot maintain a claim for “Frivolous Lawsuit.”

On August 2, 2017, Defendants Oconee County and Cammick filed an Answer with a purported Twenty-Ninth Defense and Second Counterclaim, and on August 7, 2017, Defendant McCall, in an almost carbon-copy Answer, asserted the same claim for frivolous litigation pursuant to the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10, *et seq.* However, South Carolina law and precedent do not recognize a claim under this statute. In fact, a party is only entitled to the protections of this provision after a proceeding:

(C)(1) At the conclusion of a trial and after a verdict for or a verdict against damages has been rendered or a case has been dismissed by a directed verdict, summary judgment, or judgment notwithstanding the verdict, upon motion of the prevailing party, the court shall proceed to determine if the claim or defense was frivolous. An attorney, party, or pro se litigant shall be sanctioned for a frivolous claim or defense if the court finds the attorney, party, or pro se litigant failed to comply with one of the following conditions:

S.C. Code Ann. §15-36-10(C)(1). Accordingly, although a party may assert the protections of this statute as a defense to a claim, a party cannot assert a claim for frivolous litigation in its complaint. Therefore, Defendants’ counterclaims should be dismissed.

¹ The facts surrounding Plaintiff’s claims are fully set forth in his Complaint.

CONCLUSION

For the reasons stated above, Plaintiff believes that he is entitled to an Order from the Court dismissing Defendants' counterclaims for frivolous litigation.

HOPKINS LAW FIRM, LLC

s/ J. Clay Hopkins

J. Clay Hopkins (SC Bar #102053)

William E. Hopkins, Jr. (SC Bar #66474)

12019 Ocean Highway

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bill@hopkinsfirm.com

Attorneys for the Plaintiff

August 9, 2017

Pawleys Island, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE	)	
	)	
David T. Stokes,	)	C.A. No.: 2017-CP-37-00320
	)	
Plaintiff,	)	RETURN TO MOTION
	)	
vs.	)	
	)	
Oconee County, Wayne McCall, and Edda	)	
Cammick,	)	
	)	
Defendants.	)	
_____	)	

Defendants Edda Cammick and Wayne McCall, by and through their undersigned attorney, in return to the Plaintiff's Motion to Dismiss would respectfully request unto the Court to deny the Plaintiff's Motion based upon the following:

Defendants' Motion to Dismiss is improper.

In Cricket Cove Ventures, LLC v. Gilland, 390 S.C. at 321, 701 S.E.2d at 44 (S.C. App. 2010) the Court stated that "In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint." Cricket Cove, citing Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). The Court further states that "[i]f the facts and inferences drawn from the facts alleged in the complaint, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper". Cricket Cove, citing Brazell v. Windsor, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009).

The Plaintiff is seeking to dismiss the Defendant's counterclaim of frivolous lawsuit based erroneously that the South Carolina Frivolous Civil Proceedings Act, only allows a party to raise the claim after a proceeding dismissing the case under S.C. Code Ann. §15-36-10(C)(1).

However, Plaintiff overlooks the application of S.C. Code Ann. §15-36-10(B)(2) whereby "[i]f a document is signed in violation of this section, or an attorney or pro se litigant has violated subsection (A)(4), the court, upon its own motion or motion of a party, may impose upon the person in violation any sanction which the court considers just, equitable, and proper under the circumstances." Meaning a party can seek sanctions at any time in the proceeding if the pleading or document also violates subsection (A)(4).

According to S.C. Code Ann. §15-36-10(A)(4)(a) allows for sanctions for filing a frivolous pleading when:

*(iii) [A] reasonable attorney presented with the same circumstances would believe that the procurement, initiation, continuation, or defense of a civil cause **was intended merely to harass or injure the other party; or***

*(iv) [A] reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely delay, **or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based;** (Emphasis added)*

The Defendants are informed and believes that the Plaintiff's complaint is indeed frivolous for numerous reasons, including the pleaded¹ allegations that the Plaintiff only named Defendants Cammick and McCall in an attempt to defame them and in retaliation for Plaintiff losing his job. Under paragraph 17 of the Plaintiff's complaint, Plaintiff states that at all times the Defendants were operating in their official capacity as agent and council members of Oconee County and speaking on behalf of Defendant Oconee. Yet, Plaintiff specifically names

¹ Defendant Cammick raised the allegation in Paragraph 70 of her answer and counterclaim, and Defendant McCall raised the allegation in paragraph 46 of his answer and counterclaim.

them as Defendants in addition to Oconee County when all three defendants would be considered one in the same entity in the pleadings.

Furthermore, the Plaintiff is specifically precluded from naming Defendants Cammick and McCall in his complaint under S.C. Code Ann. §15-78-70 (c), whereby “a person, when bringing an action against a governmental entity under the provisions of this chapter, **shall** name as a party defendant **only the agency or political subdivision** for which the employee was acting and is not required to name the employee individually, **unless the agency or political subdivision for which the employee was acting cannot be determined at the time the action is instituted.**” (Emphasis added.)

Since the Plaintiff identifies the political subdivision (Oconee County) in the same paragraph that he claims Defendants Cammick and McCall were operating in their official capacity, then he has no lawful basis for naming them in his complaint. Therefore, the Plaintiff’s Motion to Dismiss should be denied.

WHEREFORE, having responded to Plaintiff’s Motion to Dismiss, Defendant’s Cammick and McCall prays that same be dismissed with costs, and for such further and other relief as this Court shall deem just and proper.

s/Roberta Barton
Roberta Barton SC Bar # 81110
Roberta Barton Law, Ltd. Co.
107 N. Fairplay Street
Seneca, SC 29678
864-882-5878
*Attorney for Defendant Edda Cammick and
Wayne McCall on their counterclaim*

September 25, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	CASE NO.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	MOTION TO QUASH
	)	
v.	)	
	)	
Oconee County, Wayne McCall, and Edda	)	
Cammick,	)	
	)	
<u>Defendants.</u>	)	

YOU WILL PLEASE TAKE NOTICE that the Defendants, Oconee County and Edda Cammick, by and through their undersigned counsel hereby move the Court, pursuant to Rule 45(C)(3)(A)(iii) of the South Carolina Rules of Civil Procedure, for an Order to quash the Subpoena *Duces Tecum* issued by Joseph Clay Hopkins, attorney for the Plaintiff, on June 1, 2018, to Scott Moulder, who is the former County Administrator for Oconee County, a copy of which is attached hereto (Exhibit 1).

The subpoena requires Mr. Moulder to appear at Christian & Davis, LLC on June 27, 2018 at 10:00am to give his deposition testimony as a fact witness in this matter. This Motion is made on the following grounds:

(1) Mr. Moulder has previously been deposed as both a fact witness and a 30(b)(6) witness. A copy of the deposition notice pertaining to that deposition is attached hereto as Exhibit 2. While the deposition notice was labeled a 30(b)(6) notice, Exhibit A attached to that notice included a request to also examine this witness as a "fact" witness as evidenced by the first three (3) items in Exhibit A of that notice. As a result of the content of that notice, the Plaintiff was allowed to explore those facts without objection to the extent the Plaintiff chose to do so.

(2) Mr. Moulder, who was the Administrator for Oconee County at the time the lawsuit was filed and at the time of his deposition, recently left his employment with Oconee County and is now the City Administrator for the City of Seneca, South Carolina. As a result of that change in employment status, the Plaintiff now takes the position that he is entitled to freely discuss the matters regarding this litigation, without the consent of the undersigned counsel, with Mr. Moulder under the Rules of Professional Conduct.

When this case was filed, Scott Moulder was employed by Oconee County as its administrator and, thus, was a representative/constituent of Oconee County. Accordingly, undersigned counsel's representation of Oconee and Oconee County's representatives/constituents was under the protections afforded by the attorney-client relationship /privilege. Clothed on those protections, undersigned counsel had extensive contact and discussions with Oconee County witnesses/employees/representatives/constituents, including Scott Moulder, regarding all aspects of this case, including the conduct of the investigation, the preparation of pleadings and witness preparation for depositions. Mr. Moulder's recent change of employment status did not dissolve that attorney-client relationship/protections/privileges as to this case that were created when this case was filed and undersigned counsel's representation began and that relationship will continue until this case has ended. Therefore, Defendants believe that this Rule, more specifically Note 7, does not apply to a situation such as this as it would be patently unfair and unprofessional for opposing counsel to be allowed to contact and discuss with representatives/constituents of that represented "organization" the "matters contained in the litigation" after the attorney-client privilege has attached to a case in litigation even if the representative/constituent ceases to be a representative/constituent of that organization during the course of that litigation.

Accordingly, Oconee County and Edda Cammick respectfully request that the Subpoena issued to Scott Moulder on June 1, 2018 be quashed by Order of this Court.

Respectfully submitted,

s/James W. Logan, Jr.
James W. Logan, Jr.
Logan, Jolly & Smith, LLP
1805 North Boulevard (29621)
Post Office Box 259 (29622)
Anderson, South Carolina
Attorneys for Defendant Oconee County and Edda
Cammick

Dated: 6-5-2018

EXHIBIT 1

STATE OF SOUTH CAROLINA
ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF OCONEE

David T. Stokes, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Oconee County, Wayne McCall, and Edda Cammick,
Defendant

Case Number: 2017-CP-37-00321

Pending in Oconee County

TO: **Scott Moulder**
221 East North 1st Street
Seneca, SC 29678

☐ 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

☒ 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 Christian & Davis, LLC 1007 E. Washington Street Greenville, SC 29601	DATE AND TIME June 27, 2018, 10:00 AM

☐ 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 or objects:

PLACE	DATE AND TIME , 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
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number :

Date

Print Name

Clerk of Court/Issuing Officer's Signature
Pro Se Litigant's Name, Address and Telephone Number :

Date

Print Name

SCCA 254 (05/2015)

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

ELECTRONICALLY FILED - 2018 Jun 05 4:50 PM - OCONEE - COMMON PLEAS - CASE#2017CP3700320

RECORD ON APPEAL 079

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE <u>Certified Mail</u>
SERVED BY <u>7017 0660 0000 8164 7908</u>		TITLE

DECLARATION OF SERVER

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

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

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

SCCA 254 (05/2015)

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

(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.

EXHIBIT 2

ELECTRONICALLY FILED - 2018 Jun 05 4:50 PM - OCONEE - COMMON PLEAS - CASE#2017CP3700320

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

David T. Stokes,

Plaintiff,

v.

Oconee County, Edda Cammick, and
Wayne McCall,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE TWELFTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2017-CP-37-00320

**NOTICE OF TAKING VIDEO DEPOSITION
OF 30(b)(6) REPRESENTATIVE OF
DEFENDANT OCONEE COUNTY**

TO: JAMES W. LOGAN, ESQUIRE, STEPHANIE H. BURTON, ESQUIRE AND
ROBERTA BARTON, ESQUIRE, ATTORNEYS FOR DEFENDANTS ABOVE
NAMED:

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, the Plaintiff, David T. Stokes, will take the videotape deposition of the 30(b)(6) designee of Defendant Oconee County ("Defendant County") before a Notary Public or some other official authorized by law to take depositions, on **Wednesday, March 7, 2018 beginning at 2:00 p.m.** at the office of Logan, Jolly & Smith, LLP, 1805 N. Boulevard, Anderson, South Carolina 29621. You are invited to attend and take part in such examination as you deem fit.

Pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure, the Defendant County is required to designate and fully prepare one or more officers, directors, employees, managing agents or other persons who consent to testify on behalf of the Defendant County, and whom the Defendant County will fully prepare to testify regarding the designated matters on the attached **Exhibit A** and as to such information that is known or reasonably available to the Defendant County.

Pursuant to S.C.R.C.P. 30(j)8, Plaintiff is hereby providing notice to opposing/deponent's counsel that the witness may be shown documents and/or materials or asked about any information source, reference material or case resource which has been identified in discovery. The witness may be asked questions about any documents and/or materials that have been produced by any party, by subpoena, any information source, reference material or case resource which has been identified in discovery or document or material produced by deponent.

This oral examination will continue from day to day until completed. This deposition is being taken for the purpose of discovery, for use at trial, and for all other purposes as are permitted under the rules of this Court, and all applicable statutes and laws.

The deponent is invited to immediately view the videotaped deposition after cessation of video recording. If the witness and/or their counsel do not take the opportunity to view the videotaped deposition immediately (as invited by this Notice), they waive the right to object to the videotape being used in any proceeding that deponent's counsel or opposing party contends is violative of Rule 30(h)(3), SCRCP.

HOPKINS LAW FIRM, LLC


J. Clay Hopkins (SC Bar # 102053)
William E. Hopkins, Jr. (SC Bar # 066474)
12019 Ocean Highway
Post Office Box 1885
Pawleys Island, South Carolina 29585
(843) 314-4202 – Telephone
(843) 314-9365 – Facsimile
clay@hopkinsfirm.com
bill@hopkinsfirm.com

Attorneys for the Plaintiff

Pawleys Island, South Carolina
February 1, 2018

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

David T. Stokes,

Plaintiff,

v.

Oconee County, Edda Cammick, and
Wayne McCall,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE TWELFTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2017-CP-37-00320

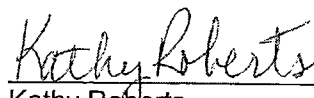
CERTIFICATE OF SERVICE

I, Kathy Roberts, an employee of Hopkins Law Firm, LLC, do hereby certify that on February 1, 2018, I served a copy of the foregoing Notice of Videotape Deposition of 30(b)(6) Representative of Defendant Oconee County upon all counsel of record, via first class mail, postage paid, to the following address:

James W. Logan, Jr., Esquire
Logan Jolly & Smith, LLP
Post Office Box 359
Anderson, SC 29622

Stephanie Burton, Esquire
Gibbes Burton, LLC
308 E. Saint John Street
Spartanburg, SC 29302

Roberta Barton, Esquire
Roberta Barton Law, Ltd. Co.
107 N. Fairplay Street
Seneca, SC 29678


Kathy Roberts

Pawleys Island, South Carolina

EXHIBIT A

1. The factual bases of all denials of Plaintiff's Complaint.
2. The factual bases of all affirmative defenses.
3. The factual bases of any response to any discovery request.
4. Defendant's corporate structure, including type of corporation, size, and relationships to other entities, including parent and subsidiary corporations.
5. The structure of Defendant's human resources department, including number of employees, names, educational background, and reporting relationships from January 1, 2017, until the present.
6. The creation, adoption, amendment and implementation of Defendant's personnel manual, including the individuals involved, the dates the policy was created, adopted, amended or implemented, and the process for amending or revising the policy.
7. Information about Defendant's Building Codes Director, including job descriptions and the minimum, required, or desirable qualifications for each position.
8. Any analysis Defendant has conducted of the Building Codes Director position, including any analysis of: (a) the job duties, tasks, and responsibilities of the position, their frequency and duration, the complexity, skill, or effort required to perform them; (b) the physical and mental qualifications to perform the essential job functions, tasks, and responsibilities of the position; (c) the tools and equipment needed to perform the job; (d) the standards or measures for evaluating performance of the job; and (e) the work environment in which the job is performed, including any risks present in the environment.
9. Defendant's policies, procedures, and practices for conducting performance reviews or compensation reviews, changes to such policies, procedures, and practices since January 1, 2017, and the decision makers involved in performance review or compensation reviews, including those who provided input and those who had final authority.
10. The compensation system, including pay scales, pay grades, or pay steps, if any, in effect beginning on January 1, 2017, for the Building Codes Director and the procedure or method used to determine an employee's starting salary or wage, bonus, or incentive compensation, merit increases, and other monetary compensation.

11. The benefits provided to Building Codes Director, including any health and welfare programs, retirement benefits, insurance plans, pension or profit-sharing plans, stock bonus plans, deferred compensation programs, leave programs, and any other fringe benefits provided to employees.
12. Policies, procedures, and practice regarding the orientation and training of new employees, the materials provided new employees during orientation or training, and the staff involved in orientation or training.
13. Training that Defendant has provided its officers, directors, managers, supervisors, and employees regarding how to handle, report, process, or otherwise address claims of discrimination, harassment, or retaliation, the materials provided to attendees during any training, the frequency and timing of such training, and the staff involved in providing such training.
14. Formal or informal complaints made by persons regarding the Building Codes Department, Plaintiff, Defendant Cammick, Defendant McCall, County Council, and/or Defendant during the period beginning January 1, 2016, including formal and informal internal complaints, complaints filed with the Equal Employment Opportunity Commission (EEOC), South Carolina Human Affairs Commission, and lawsuits.
15. Defendant's investigation into informal or formal complaints regarding Plaintiff and/or the Building Codes Department beginning January 1, 2016, until the present.
16. Defendant's payroll, personnel, or human resource information system used beginning in January 1, 2016, including:
 - a. The name of each computer file, database, or software program that contains the employer's payroll or human resource information system.
 - b. The name, model number, operating system, configuration, and location of the computer(s) used to access or run the payroll or human resource information system.
 - c. The date on which Defendant began using the database or program, upgrade history, and if the database or program is no longer in use, the date it was discontinued.
 - d. The name of the predecessor or successor database or program, if any.
 - e. How the database or program is stored, backed up, or archived.
 - f. The number, names, and description of each record in the database and how each record is generated.

- g. The documentation for the database or software programs, including file layouts and field formats.
 - h. The individuals responsible for entering or accessing information in the database or program.
 - i. Titles and descriptions of reports or analyses that can be or have been generated from the database or software program, including the individuals who are responsible for running reports or analyses; the frequency with which reports or analyses are run; and the purpose and use of each report or analysis.
- 17. Defendant's record-keeping and document retention policies, procedures, and practices.
- 18. The facts and circumstances concerning Defendant's collection and production of documents in this litigation.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	CASE NO.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	
	)	
v.	)	MOTION FOR SUMMARY JUDGMENT
	)	BY DEFENDANTS OCONEE COUNTY
Oconee County, Wayne McCall, and	)	AND EDDA CAMMICK
Edda Cammick,	)	
	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE that the Defendants, Oconee County and Edda Cammick, by and through their undersigned counsel, hereby move the Court, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, for an order granting Summary Judgment in favor of these Defendants. This motion is based upon the grounds that the pleadings, depositions, Answers to Interrogatories and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact as to the Plaintiff's claims, and that, therefore, these Defendants are entitled to judgment as a matter of law.

This Motion is further based upon such authority as will be set forth in the Memorandum that will be filed in support of the Motion

Respectfully Submitted,

s/James W. Logan, Jr.
James W. Logan, Jr.
Logan & Jolly, LLP
Logan, Jolly & Smith, LLP
P.O. Box 259 (29622)
Anderson, South Carolina
Attorney for the Defendants Oconee County &
Edda Cammick

Dated: 12-4-2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	CASE NO.: 2017-CP-37-00320
David T. Stokes,	)	
	)	
Plaintiff,	)	
	)	MEMORANDUM IN SUPPORT OF
v.	)	MOTION FOR SUMMARY JUDGMENT
	)	BY DEFENDANTS OCONEE COUNTY
Oconee County, Wayne McCall, and	)	AND EDDA CAMMICK
Edda Cammick,	)	
	)	
Defendants.	)	

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendants Oconee County and Edda Cammick have moved this Court for summary judgment as to all causes of action raised in the Plaintiff's Complaint. The Defendants submit this Memorandum in support of the motion.

NATURE OF THE CASE

This action arises from the Plaintiff's termination from his position as Oconee County's Community Development Director, effective on or about May 18, 2017. The Complaint, alleging two causes of action (slander *per se* and wrongful termination in violation of public policy), was filed on or about May 31, 2017. The Plaintiff sued Oconee County, as well as Councilmembers Edda Cammick and Wayne McCall, in their official capacities only. (See Complaint at ¶ 17.) The Defendants filed timely Answers, denying many of the material allegations of the Complaint and pleading numerous affirmative defenses. The Defendants Oconee County and Edda Cammick now move for summary judgment as to the allegations made by the Plaintiff. The factual and legal bases for the motion are more fully set forth below.

STATEMENT OF THE FACTS¹

According to the Plaintiff's Complaint, "Defendant Oconee County hired Plaintiff as the Building Official in December 2011." The Building Official "is the administrator for building and code compliance within Oconee County." (See Complaint at ¶ 7.) On or around March 6, 2017, the Defendant Edda Cammick, a member of the Oconee County Council, went to the building codes office to apply for a building permit to erect or install a pre-fabricated structure (a metal RV carport) on her property. (See Complaint at ¶ 9; Depo. of Edda Cammick, p. 45, l. 10 – p. 47, l. 10.)²

There is no dispute regarding the following relevant and dispositive facts:

- (1) Ms. Cammick was told that she would need to get manufacturing/engineering documentation regarding the carport before a building permit could be issued. (See Complaint at ¶¶ 10-11; Cammick Depo. p. 47, l. 11 – p. 48, l. 17; Depo. of David Stokes, p. 46, l. 3 – p. 47, l. 12.)³
- (2) Ms. Cammick "simply" said "she didn't understand why these stamped drawings were required" but did not ask or direct the Plaintiff "to do anything contrary to [his] interpretation of the applicable code or codes of Oconee County or International Building Code." (See Stokes Depo. p. 132, l. 12 – p. 133, l. 17.)
- (3) Ms. Cammick obtained the required engineering designs and delivered them to the building codes office on or about the same day and was issued a building permit. (See Cammick Depo. p. 48, l. 18 – p. 51, l. 13; Stokes Depo., p. 63, l. 12-21.)

¹ See the pleadings and documents attached hereto as exhibits.

² The relevant portions of Ms. Cammick's deposition transcript are attached hereto as Exhibit 1.

³ The relevant portions of Plaintiff's deposition transcript are attached hereto as Exhibit 2.

- (4) The metal carport was erected on Ms. Cammick's property within a few weeks (by the end of March 2017). (See Cammick Depo. p. 51, l. 24 – p. 52, l. 9; Stokes Depo. p. 63, l. 22-25.)

In late April of 2017, the County Council had its Budget, Finance, and Administration Council Committee meeting. (See Complaint ¶ 14.) As stated in the Plaintiff's Complaint, "Defendants McCall and Cammick ... asserted they had received numerous citizen complaints regarding customer service and delays with Plaintiff's department, and that Plaintiff had 'blackballed' certain contractors and businesses within Oconee County." (A certified transcript of the relevant portion of the meeting is filed herewith as Exhibit 3.)

The County Administrator, Scott Moulder, terminated the Plaintiff, effective May 18, 2017.⁴ According to Moulder, the termination was based on "growing concerns with the complaints that we were receiving about the department" and Moulder's belief that "a change in the department needed to be made." (See Depo. of Scott Moulder, p. 19, l. 16-25.)⁵ Moulder testified that there had been numerous complaints about the Plaintiff's department, including "inconsistency with application of the code, rudeness and the time frame it took to get permits, ... inability to get ahold of somebody when they called up there or get a call back, modifying in the field how we are going to enforce a code without notifying the contractors of that change, just to name a few." (See Moulder Depo. p. 29, l. 1-15.) Mr. Moulder also testified that there "were discussions about Mr. Stokes and others over a three or four-month time period in the fall of 2016" and that neither Cammick

⁴ Oconee County Code of Ordinances §6-81 specifically provides that "[t]he codes department shall be headed by a building official who shall be appointed by and serve at the pleasure of the chief administrative officer."

⁵ The relevant portions of Scott Moulder's deposition transcript are attached hereto as Exhibit 4.

nor McCall directly recommended that the Plaintiff be terminated. The ongoing discussions were about the Plaintiff as well as four (4) other department heads and were “about complaints that they had about those particular offices and that they wanted the matters cured.” (See Moulder Depo. p. 31, l. 11 – p. 32, l. 9.)

The Plaintiff acknowledges that Mr. Moulder “receive[d] complaints about the building codes department” which were relayed to the Plaintiff and that Moulder told him his termination was due to questions about his “incompetence and not knowing the codes and permitting issues and complaints from contractors.” (See Stokes Depo. p. 44, l. 22-25; p. 81, l. 17 – p. 82, l. 17.) Although the Plaintiff testified that he did not “precisely” know whether or not people complained about his department to Defendants McCall or Cammick or other members of the County Council, he admitted that he was aware of a meeting where multiple builders complained to Councilman Wayne McCall about his department and of a separate complaint made by a property owner (Joel Perkins). (See Stokes Depo. p. 67, l. 11 – p. 70, l. 19; p. 76, l. 22 – p. 78, l. 11.)

SUMMARY JUDGMENT STANDARD

Summary judgment “shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” S.C.R.C.P. 56(c). Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and the conclusions and inferences to be drawn from the facts are undisputed. *Garvin v. Bi-Lo, Inc.*, 343 S.C. 625, 541 S.E.2d 831 (2001). See also *Barron v. Labor Finders of S.C.*, 393 S.C. 609, 713 S.E.2d 634 (2011). The purpose of summary judgment is to expedite the

disposition of cases that do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003).

In determining whether any triable issue of fact exists, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998); *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct. App. 1997). "A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner." *Guinan v. Tenet Healthsystems of Hilton Head*, 383 S.C. 48, 677 S.E.2d 32 (Ct. App. 2009).

LEGAL ARGUMENTS

The Plaintiff alleges (1) slander *per se* against the Defendants Oconee County and against Edda Cammick and Wayne McCall, in their official capacities; and (2) wrongful termination in violation of public policy against Oconee County. As discussed hereinbelow, these defendants are entitled to summary judgment.

I. EDDA CAMMICK AND WAYNE MCCALL, IN THEIR OFFICIAL CAPACITIES AS OCONEE COUNTY COUNCIL MEMBERS, ARE NOT PROPER DEFENDANTS AND SHOULD BE DISMISSED.

Under 15-78-70(c) of the S.C. Tort Claims Act, S.C. Code Ann. § 15-78-10 *et seq.* (the "Act"), "a person, when bringing an action against a governmental entity under the provisions of this chapter, shall name as a party defendant only the agency or political subdivision for which the employee was acting and is not required to name the employee individually, unless the agency or political subdivision for which the employee was acting cannot be determined at the time the action is instituted. In the event that the employee

is individually named, the agency or political subdivision for which the employee was acting must be substituted as the party defendant." Based thereon, Ms. Cammick and Mr. McCall, sued only in their official capacities as members of County Council, are not proper defendants who can be sued separately from the County, and they should therefore be dismissed from the lawsuit.

II. THE DEFENDANTS ARE IMMUNE FROM SUIT FOR DEFAMATION.

The Defendants cannot be sued for defamation, including the Plaintiff's claim of slander *per se*, due to an absolute and/or qualified privilege. "A sound public policy has long recognized an absolute immunity of members of legislative bodies for acts in the performance of their duties. Accordingly, an absolute privilege is recognized as to defamatory statements made by legislators in the course of their functions, if such statements are connected with, or relevant or material to, the matter under inquiry." *Richardson v. McGill*, 273 S.C. 142, 255 S.E.2d 341 (1979). See also Restatement (Second) of Torts § 590 (1977) (a member of a local legislative body is "absolutely privileged to publish defamatory matter concerning another in the performance of his legislative functions"). In addition, a "communication made in good faith on any subject matter in which the person communicating has an interest or duty is qualifiedly privileged if made to a person with a corresponding interest or duty even though it contains matter which, without this privilege, would be actionable." *Murray v. Holnam*, 44 S.C. 129, 542 S.E.2d 743 (Ct.App.2001) (citing *Swinton Creek Nursery v. Edisto Farm Credit*, 334 S.C. 469, 514 S.E.2d 126 (1999)).

It is the duty of the trial judge to determine if the statement is privileged. *Id.* Here, the alleged statements were made at a County Council Committee meeting, dealt with a County office that the Council oversees, and which is funded by taxpayer money, and

dealt with the undisputed fact that complaints had been made about that office. The Council members are clearly protected from a suit for defamation under such circumstances.

III. THE DEFENDANTS ARE ENTITLED TO SUMMARY JUDGMENT AS TO THE PLAINTIFF'S CLAIM FOR SLANDER PER SE.

Even if the Defendants were not immune from suit for defamation, they are entitled to summary judgment on the Plaintiff's cause of action for slander *per se*. To recover for defamation, including slander, the plaintiff must establish by a preponderance of the evidence, that there was (1) a false and defamatory statement by the defendant concerning the plaintiff; (2) an unprivileged communication; (3) fault on the defendant's part in publishing the statement; and (4) either actionability of the statement irrespective of special harm or the existence of special harm to the plaintiff caused by the publication. *Parrish v. Allison*, 376 S.C. 308, 656 S.E.2d 382 (Ct.App.2007). See also *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 506 S.E.2d 497 (1998); *Fleming v. Rose*, 350 S.C. 488, 567 S.E.2d 857 (2002); *McBride v. School Dist. of Greenville County*, 389 S.C. 546, 698 S.E.2d 845 (Ct.App.2010).

To establish that a statement is actionable *per se*, as the Plaintiff alleges, he must show that the statement charged him with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession. See *Parrish, supra*. Plaintiff alleges that the Defendants' statements charged him with unfitness in his business or profession and a crime of moral turpitude (fraud). (See Complaint at ¶ 21.) However, the evidence does not support these allegations.

First, it is necessary to determine what statements constitute the basis of Plaintiff's slander cause of action. The Plaintiff testified that his claim is based entirely on

statements made at the County Council's Budget, Finance, and Administration Meeting on April 25, 2017 and that "there aren't other occasions" where he claims the Defendants made false statements against him. (Stokes Depo. p. 65, l. 13 – p. 66, l. 10; p. 71, l. 3-19.)⁶ The relevant portion of the meeting included a general discussion about problems with and complaints about the building codes department, but the Plaintiff's name was not mentioned (the pronoun "he" was not even used).⁷ There were no statements which can reasonably be said to personally accuse the Plaintiff (or anyone else) of a crime of moral turpitude. In addition, although the meeting did raise concerns about the building codes department in general (it is, after all, the Council's responsibility to question the efficiency of a County, tax-payer funded, department and to address tax-payer complaints), there was no specific allegation that the Plaintiff was unfit in his business or profession. "To prevail in a defamation action, the plaintiff must establish that the defendant's statement referred to some ascertainable person and that the plaintiff was the person to whom the statement referred." *Burns v. Gardner*, 328 S.C. 608, 615, 493 S.E.2d 356, 359 (Ct.App.1997) (citing *Neeley v. Winn-Dixie Greenville, Inc.*, 255 S.C. 301, 308, 178 S.E.2d 662, 665 (1971)). "[W]here defamatory statements are made against an aggregate body of persons, an individual member not specifically imputed or designated cannot maintain an action." *Id.* (citing *Hospital Care Corp. v. Commercial Cas.*

⁶ Although the Complaint (at ¶ 16) alleges that Defendants McCall and Cammick "communicated to the Journal newspaper these same falsehoods with reckless disregard to the truth of the allegations," the Plaintiff acknowledged that the article was based upon either the author being present at the Council's Budget meeting or based upon video of the meeting and that he was not aware of any conversations or direct communications between Cammick or McCall and the author of the article. (See Stokes Depo. p. 121, l. 3-11.) Based thereon, the meeting of April 25, 2017 is the only communication at issue in the Plaintiff's slander claim.

⁷ As evidenced by the transcript of the relevant portion of the meeting, attached hereto as Exhibit 3.

Ins. Co., 194 S.C. 370, 379, 9 S.E.2d 796, 800 (1940)). Based thereon, the Plaintiff cannot maintain a slander *per se* action against the Defendants.

In addition, the Plaintiff cannot meet his burden of proof for defamation/slander. As listed above, the elements are generally as follows: (1) a false and defamatory statement by the defendant concerning the plaintiff; (2) an unprivileged communication; (3) fault on the defendant's part in publishing the statement; and (4) special harm to the plaintiff caused by the publication. However, where, as here, the Plaintiff is a public official,⁸ he must also prove by clear and convincing evidence that the allegedly defamatory statement(s) were made with actual malice, *i.e.*, "with knowledge that it was false or with reckless disregard of whether it was false or not." *New York Times Co. v. Sullivan*, 376 U.S. 254, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964). See also *Elder v. Gaffney Ledger*, 341 S.C. 108, 533 S.E.2d 899 (2000); *Botchie v. O'Dowd*, 315 S.C. 126, 432 S.E.2d 458 (1993); *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 629 S.E.2d 653 (2006).

"[T]he actual malice standard is premised on our 'profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials.'" *Anderson v. The Augusta Chronicle*, 355 S.C. 461, 585 S.E.2d 506 (Ct.App.2003). "Whether the evidence is sufficient to support a finding of actual malice is a question of law [for the trial court]." *Elder, supra* (citing *Harte-Hanks*

⁸ "In general, a public official is a person who, among the hierarchy of government employees, has or appears to the public to have 'substantial responsibility for or control over the conduct of governmental affairs.' 'In considering the question of whether one is a public official, the employee's position must be one which would invite public scrutiny and discussion of the person holding it, entirely apart from the scrutiny and discussion occasioned by the particular charges in controversy.' 'The status of a public official may be deemed sufficient to warrant application of the *New York Times* privilege, not because of the government employee's place on the totem pole, but because of the public interest in a government employee's activity in a particular context.' " *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 629 S.E.2d 653 (2006) (internal citations omitted).

Communications, Inc. v. Connaughton, 491 U.S. 657, 109 S.Ct. 2678, 105 L.Ed.2d 562 (1989)). Although the Plaintiff alleges that the statements were made with “malicious intent” (see Complaint at ¶ 18), he clearly cannot prove malice by clear and convincing evidence,⁹ which entitles the Defendant to summary judgment.

Not only can Plaintiff not prove malice, but Oconee County cannot be sued for a tort that includes malice. See S.C. Code Ann. §15-78-60(17), which provides that “[t]he governmental entity is not liable for a loss resulting from ... employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.” See *Cornelius v. City of Columbia*, 663 F.Supp.2d 471 (D.S.C.2012). So, because the Plaintiff alleges malice, and because her claim for defamation requires the showing of malice, which cannot be alleged against the County, and because Ms. Cammick and Mr. McCall were only sued in their official capacity as council members (which equates to suing the County), the Plaintiff’s claim for slander must be dismissed.

As an additional ground for dismissal of the slander cause of action, the Plaintiff cannot show that any of the statements made at the Council Budget meeting were “false.” The worst thing said or suggested was that multiple people had complained about the building codes department. The Plaintiff cannot show that these statements were “false,” thereby entitling the County to summary judgment as to the slander cause of action.¹⁰

⁹ To prove malice, the Plaintiff must “prove by clear and convincing proof that the allegedly defamatory statement was made with the knowledge of its falsity or with reckless disregard for its truth. A ‘reckless disregard’ for the truth, however, requires more than a departure from reasonably prudent conduct. There must be sufficient evidence to permit the conclusion that the defendant in fact entertained serious doubts as to the truth of his publication. There must be evidence the defendant had a ‘high degree of awareness of ... probable falsity.’” *Elder, supra* at 114 (internal citations omitted).

¹⁰ As addressed in the Fact section above, the Plaintiff and the County Administrator, Scott Moulder, confirmed that there had been complaints and discussions about the building codes department for a period of time prior to the Budget meeting.

"The Court will not hunt for a forced and strained construction to put on ordinary words, but will construe them fairly, according to their natural and reasonable import, in the plain and popular sense in which the average reader naturally understands them. There is no presumption of defamation." *Burns v. Gardner, supra* (citing *Hospital Care Corp. v. Commercial Cas. Ins. Co., supra*).

For all of these reasons, the Defendants are entitled to summary judgment as to the slander cause of action.

IV. THE DEFENDANTS ARE ENTITLED TO SUMMARY JUDGMENT AS TO PLAINTIFF'S CLAIM FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.

Plaintiff's second cause of action, brought only against Oconee County, is for wrongful termination in violation of public policy, which is an exception to South Carolina's strong policy favoring at-will employment. See, e.g., *Prescott v. Farmers Tel. Coop., Inc.*, 335 S.C. 330, 516 S.E.2d 923 (1999); *Taghivand v. Rite Aid Corp.*, 411 S.C. 240, 768 S.E.2d 385 (2015).

In South Carolina, employment at-will is presumed absent the creation of a specific contract of employment. An at-will employee may be terminated at any time for any reason or for no reason, with or without cause. Under the "public policy exception" to the at-will employment doctrine, however, an at-will employee has a cause of action in tort for wrongful termination where there is a retaliatory termination of the at-will employee in violation of a clear mandate of public policy. The public policy exception clearly applies in cases where either: (1) the employer requires the employee to violate the law, or (2) the reason for the employee's termination itself is a violation of criminal law.

Barron v. Labor Finders of S.C., 393 S.C. 609, 713 S.E.2d 634 (2011) (internal citations omitted). See also *Lawson v. S.C. Dept. of Corrections*, 340 S.C. 346, 532 S.E.2d 259 (2000); *Parsons v. Smith*, ____ S.C. ____, 2015 WL 4755608 (Ct. App. 2015). "[T]he determination of what constitutes public policy for purposes of the public policy exception to the at-will employment doctrine is a question of law for the courts to decide." *Barron*,

supra. Because the Plaintiff “has not enunciated, and the allegations do not demonstrate, any clear mandate of public policy that was violated in this case,” the County is entitled to summary judgment on this cause of action. *See id.*

In Paragraph 28 of his Complaint, the Plaintiff alleges the following with regard to his public policy argument:

1. That he opposed violations of applicable building codes, laws, etc.
2. That he was ensuring the citizens of Oconee County were safe and protected by enforcing the applicable building codes, laws, etc.

However, the Plaintiff cannot prove these allegations and cannot prove the violation of a clear mandate of public policy.

The only two situations in which the public policy exception has been applied in South Carolina are: (1) where an employer requires an employee to violate the law; or (2) where the reason for the termination itself is a violation of criminal law. *See Garner v. Morrison Knudsen Corp.*, 318 S.C. 223, 456 S.E.2d 907 (1995); *Lawson, supra*. While our Supreme Court has stated that the public policy exception is not necessarily limited to these situations, “the exception has not yet been extended beyond [these two situations]” and the Court has “specifically recognized no others.” *See Donevant v. Town of Surfside*, 414 S.C. 396, 778 S.E.2d 320 (Ct.App. 2015) (internal citations omitted).

Here, the Defendants did not ask, and certainly did not require, the Plaintiff to violate the law, and the Plaintiff cannot show that his termination violated a criminal law or any other public policy. Plaintiff’s argument appears to be that he was fired because he required Ms. Cammick to get engineering drawings and a building permit for her metal carport. However, the evidence does not support his allegation. Plaintiff testified that Ms. Cammick “simply” said “she didn’t understand why these stamped drawings were

required” but did not ask or direct the Plaintiff “to do anything contrary to [his] interpretation of the applicable code or codes of Oconee County or International Building Code.” (See Stokes Depo. p. 132, l. 12 – p. 133, l. 17.)¹¹

The Plaintiff’s allegation clearly does not rise to the level of a public policy violation, and Plaintiff presents no other allegations that create a public policy exception to the Plaintiff’s at-will employment status. Based thereon, the Defendant Oconee County is entitled to summary judgment as to this cause of action.

CONCLUSION

Rule 56 of the South Carolina Rules of Civil Procedure mandates the entry of summary judgment where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Viewing the evidence herein in the light most favorable to the Plaintiff, the Plaintiff has not created and cannot create any genuine issue of material fact as to his allegations for slander *per se* or wrongful termination in violation of public policy. Based thereon, the Defendants are entitled to summary judgment as to Plaintiff’s claims.

Respectfully submitted,

s/James W. Logan, Jr.

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Edda Cammick

January 16, 2019

¹¹ In addition, as discussed in the Fact section hereinabove at page 3, the County Administrator, Scott Moulder, testified regarding numerous complaints about the Plaintiff’s office and that there were discussions about problems in his office months prior to Ms. Cammick applying for the building permit. Plaintiff also acknowledged that there had been complaints about his department. Moulder even testified that neither Cammick nor McCall directly recommended the Plaintiff’s termination.

Page 1

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	
	)	
DAVID T. STOKES,	)	
	)	
Plaintiff,	)	
vs.	)	NO. 17-CP-37-00320
	)	
OCONEE COUNTY, WAYNE MCCALL	)	
AND EDDA CAMMICK,	)	
	)	
Defendants.	)	

Video Deposition of

EDDA CAMMICK

Pursuant to Notice of Deposition and/or agreement in the above-entitled case, a deposition was taken on the 7th day of March, 2018, commencing at approximately 9:00 a.m., attended as follows:

1 Mr. Stokes.

2 Q. Okay. But you do believe that the purpose of
3 his lawsuit was to retaliate against you personally?

4 A. I believe he has had a problem with my comments,
5 yes, but they were not directed against him.

6 Q. I want to move on. You have testified and it is
7 in your answer that you did not personally speak with
8 Mr. Stokes on March 8th; is that correct?

9 A. That's correct.

10 Q. Were you, in fact, trying to put up some kind of
11 structure on your property in March of 2017?

12 A. Yes.

13 Q. What kind of structure was that?

14 A. It's a freestanding A-frame high roof carport
15 for a recreational vehicle.

16 Q. Like a metal carport?

17 A. Yeah, but it doesn't have walls. It just has
18 the roof and legs.

19 Q. And did you go to the building department in
20 March of 2017 regarding that carport?

21 A. Yes.

22 Q. Okay. Why did you go to the building
23 department?

24 A. I went to obtain a permit to build it.

25 Q. Okay. You don't dispute that you needed a

1 permit to build it?

2 A. I was told I needed a permit to build it.

3 Q. And you went up there to get a permit; is that
4 right?

5 A. Yes.

6 Q. And ultimately, you got a permit for it; is that
7 right?

8 A. Yes.

9 Q. You said that you did not speak to Mr. Stokes,
10 though; is that correct?

11 A. That's correct.

12 Q. Who did you speak to that day?

13 A. Okay. March 8th was the second time I went.

14 Q. Okay. If I can, can I interrupt you and let's
15 talk about the first time you went?

16 A. Yes.

17 Q. Do you recall when that was?

18 A. Two days before, March 6th.

19 Q. And that was regarding the carport?

20 A. Yes. That was the first time I went.

21 Q. Why did you go to the building department that
22 day?

23 A. To obtain the permit.

24 Q. Okay. What happened when you went there?

25 A. When I entered the building, the first person I

1 saw was actually Mr. Moulder. He asked me if I needed
2 assistance, and I told him I was there to get a permit,
3 and he was walking out the building and so I went to the
4 building codes office to get my permit. There were two
5 ladies in the room. They were on the phone. When one
6 got off the phone, she asked me what I needed. I said
7 "I'm here to get a permit for my RV carport." She handed
8 me some papers, told me I needed to fill those out. She
9 told me I would need a copy of my plat, and she told me I
10 needed stamped engineering designs.

11 Q. Okay. Did you say anything?

12 A. I said I didn't know what stamped engineering
13 designs meant and I wanted to know where do I go to get
14 those, and she said those were required. I asked her why
15 do we need permits for those freestanding carports, and
16 she said that was always the case, and that was pretty
17 much the conversation with one of the ladies, Miss Adams.
18 She was the one who gave me the paperwork. Miss Neal was
19 there, too, and she asked me where did I purchase my
20 carport, and I told her R&B Metals through Twin Lakes,
21 and she told me that Twin Lakes, they wouldn't help me
22 get the permit, nor would they help me obtain the
23 documents, and I said that was fine and so I took my
24 papers and I walked out.

25 Q. At that time, you didn't understand why you

1 needed a permit for the structure?

2 A. Yes.

3 Q. You also didn't understand why you needed to
4 submit engineering designs?

5 A. Yes.

6 Q. Is that correct?

7 A. Yes.

8 Q. Do you understand now that the county code
9 required you to get both a permit and engineering designs
10 for your structure?

11 A. I understood later on that day because
12 Mr. Moulder confirmed that's what was needed.

13 Q. It was Mr. Moulder that told you you needed both
14 of those?

15 A. In a text message, we spoke.

16 Q. Do you still have a copy of those text messages?

17 A. Yes. That was provided to my attorney.

18 Q. Okay. Then what happened?

19 A. So I left the building and I started driving
20 towards home, and then I thought I had better stop and
21 call Twin Lakes and R&B Metals to see if I can get a copy
22 of the stamped engineering designs, so I made two phone
23 calls and a text message, text message to Mr. Moulder and
24 a phone call to R&B Metals. They were going to email me
25 a pdf, and they were also going to fax a copy to Twin

1 needed a permit for the structure?

2 A. Yes.

3 Q. You also didn't understand why you needed to
4 submit engineering designs?

5 A. Yes.

6 Q. Is that correct?

7 A. Yes.

8 Q. Do you understand now that the county code
9 required you to get both a permit and engineering designs
10 for your structure?

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12 Mr. Moulder confirmed that's what was needed.

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14 of those?

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18 Q. Okay. Then what happened?

19 A. So I left the building and I started driving
20 towards home, and then I thought I had better stop and
21 call Twin Lakes and R&B Metals to see if I can get a copy
22 of the stamped engineering designs, so I made two phone
23 calls and a text message, text message to Mr. Moulder and
24 a phone call to R&B Metals. They were going to email me
25 a pdf, and they were also going to fax a copy to Twin

1 Lakes Storage and so I called Twin Lakes Storage, and he
2 told me "Yeah, come on over. I will print it for you,"
3 so I, you know -- as the day progressed, I had the hard
4 copy and the electronic copy.

5 Q. So even though Miss Adams or Miss Neal told you
6 Twin Lakes wouldn't help you, they, in fact, did help
7 you; is that right?

8 A. Yes.

9 Q. And your testimony is -- well, did you speak to
10 Mr. Stokes at all on the 6th?

11 A. No.

12 Q. What happened after you got the designs?

13 A. What happened after?

14 Q. Yes, ma'am.

15 A. I picked it up from Twin Lakes and I drove away.
16 I ran some errands, and then he called me back because he
17 actually had two sets, the 2016 and 2017 version, and he
18 realized he give me the 2016 hard copy, so he asked me if
19 I didn't mind coming back to pick up the 2017, so I did,
20 and then I went home.

21 Q. Did you go back to the building department?

22 A. Two days later on the 8th.

23 Q. Did anything happen in between the 6th and the
24 8th regarding your structure and the building department?

25 A. No.

1 Q. Did you speak to anybody from the building
2 department in that time?

3 A. No.

4 Q. Did you go back to the building department
5 before the 8th?

6 A. No.

7 Q. Did you speak to anybody about your structure at
8 the building department between the 6th and the 8th
9 besides Twin Lakes and R&B Storage?

10 A. No.

11 Q. Can you tell me what happened on the 8th?

12 A. I went in the morning to the building codes
13 department. I needed to be here in Anderson by 12:30, so
14 it would take me an hour plus to drive, so I needed to be
15 there at building codes department, you know, by 11-ish
16 so I could get out on time to be here at 12:30, and
17 basically, I handed in my paperwork and I sat down. Miss
18 Adams was there, and she started typing into her
19 computer, but the clock was ticking, and I asked her if
20 there was anything else she needed of me because I needed
21 to get going, and she said "No, Miss Cammick. Go ahead.
22 I will email you the permit when it's complete." I left
23 her with the \$60 and started walking down the hall to
24 leave the building. She then chased me down the hall
25 because she finished typing, and she just handed me the

1 paperwork back and so I left.

2 Q. Did you speak to anybody besides Miss Adams in
3 the building department that day?

4 A. No.

5 Q. Your testimony is you did not speak to Mr.
6 Stokes at all that day?

7 A. No.

8 Q. By phone or otherwise?

9 A. No. I never spoke to Mr. Stokes while I was
10 trying to obtain my permit on either date.

11 Q. You got your permit that day; is that correct?

12 A. No, sir. It was emailed to me the following
13 day.

14 MR. LOGAN: For the record as a matter of
15 housekeeping, Miss Cammick's eyes are sensitive
16 to light, so I just wanted that to be --

17 THE WITNESS: I'm okay. Thank you.

18 MR. LOGAN: You okay?

19 THE WITNESS: Yeah, I'm okay. Thank you.

20 Q. [Mr. Hopkins] Just let me know if you want to
21 take a break.

22 A. I am just tilting my head a little to avoid the
23 glare.

24 Q. Okay. And then did you put up your structure?

25 A. Later on in the month, about a week later.

1 Q. Who installed it?

2 A. R&B Metals.

3 Q. Do you know about when they installed it?

4 A. They came over, I want to say, on or about March
5 15, but they didn't bring all the pieces with them, so I
6 had to wait until the end of the month towards on and
7 about March 27th before they completed the job, and then
8 I notified building codes that the job was complete, if
9 they needed to inspect, it was ready.

10 Q. How did you notify them?

11 A. By email.

12 Q. Okay. Did you have any other interactions with
13 the building department after that?

14 A. As far as the inspection went, yes.

15 Q. That was a poor question. Besides your
16 structure, did you have any conversations with the
17 building department about anything after that?

18 A. No.

19 Q. Before the budget meeting on April 25th, did you
20 speak to Mr. Stokes at all?

21 A. No.

22 Q. Did you receive any complaints about the
23 building department before April 25?

24 A. I had been receiving complaints for a few years
25 before April 25.

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	
	)	
DAVID T. STOKES,	)	
	)	
Plaintiff,	)	
vs.	)	NO. 17-CP-37-00320
	)	
OCONEE COUNTY, WAYNE MCCALL	)	
AND EDDA CAMMICK,	)	
	)	
Defendants.	)	

Deposition of
DAVID T. STOKES

Pursuant to Notice of Deposition and/or agreement in the above-entitled case, a deposition was taken on the 6th day of March, 2018, commencing at approximately 10:35 a.m., attended as follows:

ELECTRONICALLY FILED - 2019 Jan 16 2:00 PM - OCONEE - COMMON PLEAS - CASE#2017CP3700320

1 No. 1. I want to focus on paragraph No. 9 on page No. 2.

2 A. Uh-huh [yes].

3 Q. It says that "On or around March 8, 2017,
4 Defendant Cammick applied for a building permit from
5 Oconee County to erect or install a prefabricated
6 structure on her property."

7 A. Yes.

8 Q. Did you have any interaction with Miss Cammick
9 on that date?

10 A. I did.

11 Q. Tell me about that, please, sir.

12 A. Wednesday or Thursday afternoon. I'm not
13 exactly sure, but late in the afternoon, I had Casey Neal
14 come into my office and say that Edda Cammick was in the
15 office trying to get a permit with Cynthia Adams and that
16 Cynthia needed some help.

17 Q. Who came in your office? Miss Neal?

18 A. Miss Neal, Casey Neal.

19 Q. So you were in your office, and Miss Neal came
20 in and said "Hey, Edda Cammick is out here. She is
21 having issues with Cynthia"?

22 A. Right.

23 Q. What did you do?

24 A. I got up and went in the office to give
25 assistance.

1 Q. Tell me what happened.

2 A. Well, Miss Cammick was wanting to know why she
3 needed a permit and why she needed engineering drawings
4 for the structure she had, and I did my best to explain
5 that issue to her, that all people that had these
6 prefabricated metal structures over 400 square feet
7 needed a permit, everybody in the county was treated the
8 same, and because they weren't in the residential code,
9 metal structures weren't in the residential code and they
10 were an alternative method of construction which is
11 recognized in chapter one, I needed plans for them and
12 those plans needed to be stamped by a designer.

13 Q. Okay. Help me a little bit.

14 A. Sure.

15 Q. So these -- I don't know. What do you want to
16 call them? Metal shed?

17 A. Metal carports.

18 Q. The metal carports are not covered by the IRC?

19 A. No, they are not in the IRC. I mean, the IRC
20 has metal framing in it, but it is like metal studs and
21 stuff and it has wood framing so it is not -- there are
22 no prescriptive requirements for inspection, you know.
23 There is no guidelines studs have to be 16 inches or 24
24 inches and things like that on metal carports, so it's an
25 engineered product.

1 your part?

2 A. It is speculation, yes.

3 Q. Okay. Was that day, the first day, that first
4 and only day that Miss Cammick came in, to your
5 knowledge?

6 A. For a permit for a shelter, yes.

7 Q. For the shelter that is in question in this
8 case?

9 A. Yes.

10 Q. That was the only day?

11 A. That I am aware of.

12 Q. That you are aware of, okay. Now, if I
13 understand your testimony correctly, when you had these
14 discussions with Miss Cammick, she simply told you that
15 she didn't understand why these stamped drawings were
16 required. Is that a fair statement?

17 A. It's a fair statement.

18 Q. Okay. She just had a question about them; is
19 that right?

20 A. That's right.

21 Q. And the requirement?

22 A. [Witness nods affirmatively.]

23 Q. And you told her your version of what the
24 requirement or what the code required; is that right?

25 A. Yes.

1 Q. Okay. She didn't ask you to do anything
2 contrary to what your interpretation of the code
3 required, did she?

4 A. No. There was no direction.

5 Q. She got a permit, she brought in the requested
6 drawings; is that correct?

7 A. They were brought into the office, yes.

8 Q. And she wouldn't have had the permit without it?

9 A. Prior to permitting, of course.

10 Q. But at no time did she ask you to do anything
11 contrary to your interpretation of the applicable code or
12 codes of Oconee County or International Building Code or
13 whatever, did she?

14 A. No.

15 Q. And she didn't ask you to violate any of those
16 codes or provisions, did she?

17 A. No.

18 Q. Did you ever speak with the person or persons
19 who wrote the newspaper article?

20 A. No.

21 Q. And the only other communication you had with
22 Miss Cammick I believe you testified to had to deal with
23 the incident concerning the concrete truck showing up and
24 the inspector not being there because he had a flat tire;
25 is that right?

1 Q. Okay.

2 A. You know, it's like you have got a council chair
3 that is pushing you about permitting her, so --

4 Q. Well, I mean, did she say anything to you like
5 "I am on council"?

6 A. She wouldn't have to say that. You already know
7 that. I mean, you intuitively know that. You went
8 through the elections, and she is on council. I mean, I
9 got the distinct feeling that -- I got the distinct
10 feeling walking away from the conversation it wasn't
11 over.

12 Q. Okay. Did Miss Cammick provide the engineered
13 drawings?

14 A. She permitted the same day, yes.

15 Q. So she came back with engineered drawings?

16 A. I think -- I don't know. I went back to my
17 office. I know she was permitted that day, so I assume
18 they came in on fax or email to us.

19 Q. So she provided the required information, to
20 your knowledge?

21 A. To my knowledge, yes.

22 Q. And was the structure erected on her property?

23 A. Yes.

24 Q. Did your department inspect said structure?

25 A. Yes.

1 Q. Okay. Tell me what you did all day.

2 A. I managed the department, fielded phone calls
3 from contractors and the public, did a lot of plan review
4 training with Scott, went out in the field and did
5 inspections when the workforce was low or when there was
6 complicated problems in the field or things that
7 inspectors didn't understand.

8 Q. Okay. Who did you report to?

9 A. Scott Moulder.

10 Q. How much interaction did you have with
11 Mr. Moulder?

12 A. Mr. Moulder called me when he needed to talk to
13 me, and then a little later, we developed a bimonthly
14 standing meeting on Thursdays.

15 Q. So you would meet every other Thursday?

16 A. Every other Thursday.

17 Q. And the purpose of that meeting was what?

18 A. Stay in touch with his goals and aspirations for
19 me, discuss any issues that may have come up during the
20 previous two weeks that weren't urgent enough to call me
21 to the office.

22 Q. Did Mr. Moulder, to your knowledge, receive
23 complaints about the building codes department and relay
24 those to you?

25 A. He did, yeah.

1 employed at the county and he wanted to discuss building
2 a building on his property for his work, and he asked me
3 a question that previously he had been turned down for
4 having too big a footing by Oconee County building
5 inspectors, and he wanted to know what I thought about
6 that. I said "I don't know how you have too big a
7 footing."

8 Q. I was kind of wondering the same thing myself.

9 A. Too small, but not too big. He said "Okay. I
10 just wanted to see how you looked at things," and he
11 left.

12 Q. Any other conversations with Mr. McCall?

13 A. Nothing but a casual hello maybe that I can
14 recall.

15 Q. Any other conversations with Miss Cammick?

16 A. No.

17 Q. How did you learn that your employment was being
18 terminated?

19 A. As we previously discussed, I had a standing
20 meeting with Mr. Moulder every other Thursday, I believe,
21 and we had active shooter training on Wednesday and my
22 meeting was with Mr. Moulder on Thursday, and I called
23 him sometime around lunch and said "I have got time if
24 you have got time if you want to do this early." He said
25 "No. Come on down at the scheduled time," so I went into

1 the office and we went into Mr. Moulder's office. He
2 closed the door, and he said "I hate to tell you this,
3 but I am letting you -- I have to let you go."

4 Q. Okay.

5 A. And, of course, you know, there was pretty dead
6 silence there for a moment or two, and I said "I don't
7 understand. What's going on?" And he said, you know,
8 there was a meeting and there was some accusations about
9 incompetence and not knowing the codes and permitting
10 issues and complaints from contractors, stuff like that,
11 and he said "I got to let you go; nothing I can do about
12 it."

13 Q. Okay. What else did he say?

14 A. We talked about getting terminated and what the
15 exit looked like, told him I was frustrated that somebody
16 would complain about my efficiency on the job as far as
17 my competence with codes go, talk like that.

18 Q. So he told you that there was concerns about
19 your competency?

20 A. There was talk in the meeting, yes.

21 Q. Did he tell you what meeting he was referring
22 to?

23 A. The budget and finance meeting that happened on
24 Tuesday.

25 Q. So the meeting that we have the exhibit from?

1 Q. What do you mean by that?

2 A. The reporter knows what they said in the
3 meeting.

4 Q. Okay. Do you know whether the reporter who
5 wrote the story attended the meeting?

6 A. No.

7 Q. So you don't know whether the reporter is just
8 repeating what was said at the meeting or whether there
9 was a separate conversation?

10 A. No, I don't.

11 Q. Tell me whether you're aware of any complaints
12 that any residential home builder, trade contractor or
13 general contractor made to Wayne McCall.

14 A. There was a complaint that they had a meeting
15 over, Darren Nichols.

16 Q. Darren Nichols?

17 A. Uh-huh [yes].

18 Q. What is Mr. Nichols' occupation?

19 A. He is a home builder.

20 Q. And how do you know that Mr. Nichols complained
21 to Mr. McCall?

22 A. They had a meeting discussing some blocking
23 requirements and framing that Mr. Nichols was required to
24 do on his structures.

25 Q. And he is a house builder?

1 A. Yes, he is.

2 Q. And the issue Mr. Nichols had with the code
3 department is how you were requiring him to do framing?

4 A. Yes.

5 Q. And he fussed at Mr. McCall, I guess?

6 A. Yes.

7 Q. And how do you know that occurred?

8 A. Mr. Moulder discussed it with me.

9 Q. Do you recall approximately when you talked with
10 Mr. Moulder about that?

11 A. No, I don't.

12 Q. Do you know of any other complaints that were
13 made directly to Mr. McCall about the building codes
14 department?

15 A. Not in detail, no.

16 Q. How about rumor in general? Do you know
17 anything about that?

18 A. There are always rumors.

19 Q. Okay. What did you hear?

20 A. I can't think of anything in particular.

21 Q. Okay. Well, turn to paragraph 15 of your
22 complaint, please, sir. Paragraph 15, you say
23 "Defendants McCall and Cammick also asserted that they
24 had received numerous citizen complaints regarding
25 customer service and delays with the Plaintiff's

1 department and that Plaintiff had blackballed certain
2 contractors and businesses within Oconee County, all of
3 which is false." Did you see that allegation?

4 A. Yes.

5 Q. Do you know whether Defendants McCall and
6 Cammick actually received numerous citizen complaints
7 about your department?

8 A. No, except for what is in the document here and
9 what was said in the meeting.

10 Q. Okay. So you don't know whether people were
11 complaining about your department or not truthfully?

12 MR. HOPKINS: Object to the form.

13 THE WITNESS: Would you restate that for
14 me?

15 Q. [Ms. Burton] You do not know whether folks,
16 citizens, were complaining about your department to those
17 two council members?

18 MR. HOPKINS: Object to the form.

19 Q. [Ms. Burton] Do you?

20 A. Not precisely, no.

21 Q. Are you aware that some contractor, trade
22 contractor, residential home builder folks showed up at
23 Mr. McCall's shop to complain about the building codes
24 department?

25 A. Yes. This is the meeting Mr. Moulder talked to

1 me about.

2 Q. You told me that was Mr. Nichols.

3 A. He was probably one of the members.

4 Q. So you knew there were other folks that showed
5 up?

6 A. I knew there were a couple others, yes.

7 Q. So you at least were aware that some group of
8 folks showed up at Mr. McCall's shop to complain about
9 the building codes department?

10 A. That's correct.

11 Q. Prior to your termination?

12 A. That's correct.

13 Q. And Mr. Moulder told you about that?

14 A. Yes.

15 Q. Because he had gone to that meeting?

16 A. Yes.

17 Q. Did that concern you?

18 A. Concerned me that the meeting was taking place,
19 yes.

20 Q. Turn your attention, if you would, please, to
21 page four of the summons and complaint, Exhibit No. 1.

22 In the first cause of action, Mr. Stokes, you have
23 alleged a claim against Mr. McCall and Miss Cammick and
24 Oconee County for slander.

25 A. That's correct.

1 A. I didn't give him any flak for that.

2 Q. Did anybody else give him any flak about it?

3 A. Well, I got calls from Edda about it. I think I
4 was out in the field that day, too. When I got back to
5 the office, I had some phone calls to return about it,
6 and I talked to the owner of the property, but I didn't
7 give Jessie any flak about it. I mean, we were doing
8 inspections. We had a long list of people that we were
9 inspecting. Jessie had a flat tire that day, and, you
10 know, we just had to continue on with our inspection. It
11 was kind of a standard routine, if people weren't ready
12 for inspection, that you rescheduled them for the next
13 business day.

14 Q. So Jessie went out and they didn't have
15 everything in place, and then I gather that Southern
16 Basement & Wall wanted Jessie to come back out when it
17 was in place, and he was unable to do so?

18 A. That would be correct.

19 Q. And concrete truck was there ready to pour?

20 A. There were no concrete trucks there, to my
21 knowledge, no.

22 Q. And apparently somebody got so disgruntled that
23 they called this council member to fuss?

24 A. Uh-huh [yes].

25 Q. Do you know who that was?

1 A. I believe it was Joel Perkins.

2 Q. Who is Joel?

3 A. I think he was the property owner.

4 Q. So you heard from Miss Cammick that she was
5 receiving complaints about this particular issue?

6 A. Yes. I think I got back and I had a message to
7 call Joel or Edda. I don't remember exactly which one it
8 was. I talked to both of them that day. I talked to
9 Edda twice, and I talked to Mr. Perkins twice.

10 Q. Okay. Do you know whether there was a concern
11 by the subcontractor that they had called for the cement
12 delivery, but were unable to pour because they couldn't
13 get an inspector back out?

14 A. I think that's a typical complaint. You know,
15 the inspections are supposed to be called when the
16 footings are complete ready to pour, and they are not
17 supposed to call or have concrete there until they are
18 sure they can pour, so, you know, if you have somebody
19 that's got a concrete truck sitting there, which I don't
20 believe was the case, before they had the footings
21 inspected, it would be bad business.

22 Q. How did you resolve this issue?

23 A. I talked to Mr. Perkins and explained the
24 situation, and he agreed that I could inspect them the
25 following business day, which was Monday.

1 Q. So this happened on Friday and then they waited
2 until Monday, and did you send somebody back out?

3 A. I told Mr. Perkins I would send somebody out on
4 the first inspection to check his footings.

5 Q. And did that occur?

6 A. That did occur.

7 Q. Did the footings pass?

8 A. Yes.

9 Q. So it was a citizen complaint to a council
10 member. You agree with me about that?

11 A. Yes.

12 Q. Okay. We have been going over an
13 hour-and-a-half, so let's take a five-minute break.

14 A. That's fine.

15 Q. Does that suit you?

16 A. That's great.

17 [Short recess.]

18 Q. [Ms. Burton] Mr. Stokes, you told me earlier
19 about a conversation you had with Edda Cammick in the
20 building codes office. Did you ever talk with Miss
21 Cammick again about any issue?

22 A. I talked to Miss Cammick on Good Friday about
23 the concrete footings issue.

24 Q. About the Joel Perkins house?

25 A. That's correct.

1 A. After I was terminated, yes.

2 Q. So prior to your termination, you didn't know
3 anything about the meeting?

4 A. No.

5 Q. Okay. Have you read, looked at, listened to
6 that video or what was discussed?

7 A. I have listened to it, and I briefly scanned
8 through the --

9 Q. The transcripts?

10 A. The transcript, yeah.

11 [Defendants' Exhibit 4 was marked for
12 identification.]

13 Q. [Ms. Burton] Let me hand you Exhibit No. 4 to
14 your deposition. This, Mr. Stokes, purports to be a
15 transcript from Oconee County budget, finance and
16 administrative meeting on April 25, 2017. The first --
17 and I know the meeting was longer and they didn't
18 transcribe every part of it, but the first part
19 indicates that it is Mr. McCall speaking.

20 A. Yes.

21 Q. Is this portion of what he said what you are
22 referring to in paragraphs 14 and 15 of your lawsuit
23 paper?

24 A. Yes. This is the conversation.

25 Q. Okay. So this is it, right?

1 A. This is it.

2 Q. Okay. There isn't some other statements or
3 anything that were made outside of this conversation that
4 you are complaining about?

5 A. No.

6 Q. All right. And then it goes on in Exhibit No. 4
7 and has some comments by Miss Cammick. Are those the
8 conversations that you are referencing in Exhibits 14 and
9 15 of your complaint?

10 A. Yes.

11 Q. In paragraph 16 of your complaint, you say that
12 Defendants McCall and Cammick communicated to the Journal
13 newspaper these same falsehoods with reckless disregard
14 to the truth of the allegations. Do you see that?

15 A. I do.

16 Q. What is the basis for your statement that they
17 communicated with the newspaper?

18 A. They were quoted in the newspaper. It was
19 verbatim kind of where you're going right here. I did
20 not see them do it.

21 Q. So do you know whether they actually talked to
22 the newspaper reporter or whether the newspaper reporter
23 watched YouTube on the Oconee County channel?

24 A. I don't know. They did communicate in one
25 fashion, though, or other.

1 Q. Are you aware of that?

2 A. Uh-huh [yes].

3 Q. In paragraph 21, you allege that the Defendants
4 made false statements and published them to third
5 persons. Do you see that?

6 A. Yes.

7 Q. And I just want to make sure I know the universe
8 of the false statements. Are there any false statements
9 you contend were made about you by any of the Defendants
10 other than what is contained in Exhibit 4 that were made
11 at the budget, finance and administration meeting on
12 April 25, 2017?

13 A. No.

14 Q. So this is it?

15 A. That's it, and every time the YouTube video is
16 played.

17 Q. But there aren't other occasions where you say
18 they made false statements about you?

19 A. No.

20 Q. All right. Let's turn your attention, please,
21 sir, to page five of the complaint which is part of
22 Exhibit No. 1. I want to make sure I understand your
23 allegations contained in paragraph 28 on page five.

24 A. That's correct.

25 Q. Okay. You allege that Oconee County retaliated

1 your part?

2 A. It is speculation, yes.

3 Q. Okay. Was that day, the first day, that first
4 and only day that Miss Cammick came in, to your
5 knowledge?

6 A. For a permit for a shelter, yes.

7 Q. For the shelter that is in question in this
8 case?

9 A. Yes.

10 Q. That was the only day?

11 A. That I am aware of.

12 Q. That you are aware of, okay. Now, if I
13 understand your testimony correctly, when you had these
14 discussions with Miss Cammick, she simply told you that
15 she didn't understand why these stamped drawings were
16 required. Is that a fair statement?

17 A. It's a fair statement.

18 Q. Okay. She just had a question about them; is
19 that right?

20 A. That's right.

21 Q. And the requirement?

22 A. [Witness nods affirmatively.]

23 Q. And you told her your version of what the
24 requirement or what the code required; is that right?

25 A. Yes.

1 Q. Okay. She didn't ask you to do anything
2 contrary to what your interpretation of the code
3 required, did she?

4 A. No. There was no direction.

5 Q. She got a permit, she brought in the requested
6 drawings; is that correct?

7 A. They were brought into the office, yes.

8 Q. And she wouldn't have had the permit without it?

9 A. Prior to permitting, of course.

10 Q. But at no time did she ask you to do anything
11 contrary to your interpretation of the applicable code or
12 codes of Oconee County or International Building Code or
13 whatever, did she?

14 A. No.

15 Q. And she didn't ask you to violate any of those
16 codes or provisions, did she?

17 A. No.

18 Q. Did you ever speak with the person or persons
19 who wrote the newspaper article?

20 A. No.

21 Q. And the only other communication you had with
22 Miss Cammick I believe you testified to had to deal with
23 the incident concerning the concrete truck showing up and
24 the inspector not being there because he had a flat tire;
25 is that right?

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF OCONEE) C.A. NO. 2017-CP-37-00320

DAVID T. STOKES,)
)
Plaintiff,)
)
v.)
)
OCONEE COUNTY, WAYNE MCCALL, and EDDA)
)
Cammick,)
)
Defendants.)

COPY

OCONEE COUNTY BUDGET, FINANCE, AND ADMINISTRATION
COUNCIL COMMITTEE MEETING

Transcript of Oconee County Budget, Finance, and
Administration Council Committee Meeting, Building Code
Discussion held on the 25th day of April, 2017, at the
Council Chambers, Oconee County Administrative Offices, 415
South Pine Street, Walhalla, South Carolina.

TRANSCRIBED BY: Rachel H. Wood
Court Reporter

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APPEARANCES:

EDDA CAMMICK DISTRICT I, CHAIRWOMAN
WAYNE MCCALL, DISTRICT II
PAUL CAIN, DISTRICT III
JULIAN DAVIS, DISTRICT IV
GLENN HART, DISTRICT V

ALSO ATTENDING:

SCOTT MOULDER, ADMINISTRATOR
DAVID ROOT, COUNTY ATTORNEY
KATIE SMITH, CLERK TO COUNCIL
ANDY LEE, REALTOR

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

1 MR. MCCALL:

2 The other -- the other thing -- one -- one of the other
3 things I want to bring up is the Building Codes
4 Department. All of us getting complaints. People come
5 by the shop there. We -- no sooner than we get it --
6 the last Easter weekend, let's make specific instances.
7 Yeah, she's laughing. I get a call. Well, we're set
8 up to pour a footing, a foundation, and the Building
9 Inspector shows up and the concrete truck says he's
10 going to be an hour late. Well, he said, "I ain't
11 waiting. I'm leaving. You just reschedule for
12 Monday." Well, these people call me about it. I say,
13 "Ah, golly." So I can't get -- I can't get a hold, so
14 I call Katie. I said, "Try to get a hold of David."
15 Scott is out of town. She can't get a hold of him. So
16 finally she got a hold of Edda and Edda investigated.
17 Well, the guy -- Edda called the head of the Building
18 Codes and the excuse was, and Edda was right, it's a
19 lame excuse. "I had a flat tire." Even Mr. Moore
20 said, "My 14 year-old kid can change a tire." Or is he
21 -- he just wanted -- didn't want to drive that only
22 vehicle. That vehicle just -- he said, "What was going
23 on here?" The Building Codes. Now, here's what I'm
24 getting into. They -- I said, "Well, I've talked to
25 plumbers, electricians, everybody." I said, "Why don't

1 you complain? Why don't you go to the Administrator?
2 I don't handle personnel policy. I don't -- you know,
3 it's not my job." He said, "well, if you complain they
4 will come after you. You'll never get another
5 inspection again." I talked to a plumber today at
6 lunch. He said, "No, I'm not saying a word 'cause you
7 make them mad they will make life miserable for you."
8 They don't -- Oconee County, you're on the phone with
9 one of the electricians. We don't even follow the
10 National Electric Code. It's -- it's like we make up
11 the rules as we go and -- and I asked Mr. Moore for a
12 cost-benefit analysis of Building Codes, and I'm going
13 to get into this a little bit further. Are they -- are
14 they just here to embarrass the entire Council? Are
15 they -- are they making up the rules or is this a power
16 play that they're instituting? They're -- they're --
17 they forget they work for the people of Oconee County.
18 The people of Oconee County. The builders don't work
19 for them. They have to be available for the builder
20 because they serve the building community. The next
21 thing: carports and car sheds are temporary structures.
22 They -- they're not -- you buy them. It's like buying
23 a tent or whatever. It ain't permanent. After about
24 three or four years you'll find out how not permanent
25 they are 'cause they fall apart. Well, they -- they --

1 they -- they got a sweet deal going. They're
2 recommending that you've got to go down to a certain
3 other builder or seller of carports and sheds and he's
4 the only person that can stamp the drawings. I asked
5 Mr. Moore, I said, "well, why don't you go to the Board
6 of Licenses in South Carolina and find out whether this
7 guy has got a PE number. He's claiming to be a
8 structural engineer." As of this meeting, no such
9 number exists. I'm looking for some papers right now,
10 but Building Codes is -- is funneling people down to
11 his office. And I see Mr. Lee is out in the hall. He
12 was going to lend some comments. He's -- he's over the
13 Realtor, represents the Realtor's Association.
14 Somebody tell him to get in here and get off the phone.

15 UNKNOWN MALE:

16 I'll get him. I'll get him.

17 MR. MCCALL:

18 But this is -- this is -- it's embarrassing for us that
19 are elected because the people elected us and then
20 these -- these Building Codes is -- is making up rules.
21 Not serving. They -- they say, "well, you've got to
22 -- you just have to reschedule." well, heck, if the
23 concrete truck is on the way you can't stop time, tide,
24 or the guy driving the concrete truck. You -- you
25 can't do it. You're going to pay for that concrete

1 regardless. And there's no reason. It's not Scott's
2 problem for being out of town. He was out of town on
3 legitimate vacation.

4 MR. MOORE:

5 But if he's got ten more inspections lined up for the
6 rest of that day and one scheduled for a certain time
7 immediately following that one, and he's now going to
8 wait around for an hour and miss the next one, then
9 that contractor is going to be mad because he missed
10 that one. So it does make it difficult sometimes to
11 just completely accommodate the needs of a particular
12 time.

13 MR. MCCALL:

14 I mean --

15 MR. MOORE:

16 Again, I don't know the specifics of that one. I'm
17 just speaking in general terms.

18 MR. MCCALL:

19 Well, Edda could tell you what the excuse was. Mr.
20 Lee, come here. Talk to the microphone, please, if you
21 don't mind.

22 MS. CAMMICK:

23 Hang on just a second. I want to chime in here.

24 MR. MCCALL:

25 Okay. Stay right here just a minute.

1 MS. CAMMICK:

2 I had -- as you know I had built one of those carports.
3 And I know for a fact that the Building Codes
4 Department discourages you from buying from certain
5 people and encourage you -- encourages you to buy from
6 others. But my bigger problem was the Assessor showed
7 up at my property today and he said, "What am I doing
8 here? This isn't a permanent structure. We're not --
9 you know, this -- this isn't going to be included in
10 your assessment." And we said to him, "Oh, well, but
11 since you're here we knocked down our deck so can you
12 go back and re-measure this stuff because I know nobody
13 came out for that." So he did. He went through the
14 entire property and -- and kind of redid everything.
15 But the thing he came for he -- he alleged that he
16 didn't need to be there for that particular.

17 MR. MCCALL:

18 So they sold Ms. Cammick a building permit.

19 MS. CAMMICK:

20 well, that's what -- you know, I don't mind but we need
21 to streamline that process as well for a pre-engineered
22 structure like that.

23 UNKNOWN COUNCIL MEMBER:

24 Madam Chair, if I may, are we under Strategic Planning
25 Meeting Summary & Discussion?

1 MS. CAMMICK:

2 We are, but one of the things we were talking about is
3 government is slow to act in this kind of --

4 UNKNOWN COUNCIL MEMBER:

5 Okay.

6 MS. CAMMICK:

7 It's part of that discussion in a way. It's issues
8 that have come up that need to be addressed to make --
9 or to either streamline our work or make it more
10 efficient.

11 MR. MCCALL:

12 Ms. Cammick?

13 MS. CAMMICK:

14 Uh-huh.

15 MR. MCCALL:

16 Could I get Mr. Lee to come up here?

17 MS. CAMMICK:

18 Quickly.

19 MR. MCCALL:

20 Come on up here.

21 MR. LEE:

22 All right. So what are we talking about?

23 MR. MCCALL:

24 Huh?

25 MR. LEE:

1 So I was outside. what am I talking about?

2 MR. MCCALL:

3 well, the same thing we were talking about this
4 morning, not the (inaudible) house, but the other
5 thing.

6 MR. LEE:

7 Uh-huh.

8 MR. MCCALL:

9 Building Codes.

10 MR. LEE:

11 Okay. what specifically?

12 MR. MCCALL:

13 Tell me your take on it.

14 MR. LEE:

15 There's -- in the past talking to multiple builders
16 there's a -- they do get slowed down frequently with --
17 with the permitting process and the unavailability of
18 -- of inspectors.

19 MS. CAMMICK:

20 Okay. so that's your two major concerns?

21 MR. LEE:

22 Yeah.

23 MS. CAMMICK:

24 All right.

25 MR. LEE:

1 That's -- that's the conversation that we've had with
2 -- with multiple ones.

3 MS. CAMMICK:

4 Okay. Thank you.

5 MR. MCCALL:

6 All right. That's it.

7 MS. SMITH:

8 Can you state your name for the record?

9 MR. LEE:

10 It's Andy Lee.

11 MS. CAMMICK:

12 All right. I think Mr. Moulder gets the general idea
13 that that Department needs some work. Okay.

14 (BUILDING CODE COLLOQUY CONCLUDED.)
15
16
17
18
19
20
21
22
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24
25

CERTIFICATE OF REPORTER

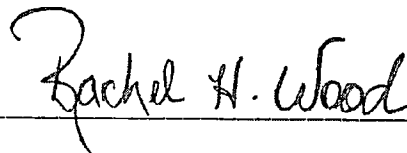
I, the undersigned, Rachel H. Wood, Notary Public in
and for the State of South Carolina do hereby certify that:

The foregoing audio file was transcribed at the request
of Logan & Jolly, LLP;

A court reporter was not present at the recording of
the audio file and therefore cannot guarantee that every
word could be heard or that the speaking parties are
properly identified;

I further certify that I am neither counsel nor
solicitor to any of the parties in said suit, nor interested
in the event of the cause.

In witness whereof, I have hereunto set my hand and
seal this 13th day of December, 2018.



Rachel H. Wood

Notary Public for South Carolina

My Commission Expires: 03/25/19

Page 1

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	
	)	
DAVID T. STOKES,	)	
	)	
Plaintiff,	)	
vs.	)	NO. 17-CP-37-00320
	)	
OCONEE COUNTY, WAYNE MCCALL	)	
AND EDDA CAMMICK,	)	
	)	
Defendants.	)	

Video 30(b)(6) Deposition of
OCONEE COUNTY
SCOTT MOULDER

Pursuant to Notice of Deposition and/or agreement in
the above-entitled case, a deposition was taken on the
7th day of March, 2018, commencing at approximately
1:30 p.m., attended as follows:

1 Q. Have you reviewed the county's answer to the
2 lawsuit in this case?

3 A. I have.

4 Q. Are you aware the county asserted two
5 counterclaims in this lawsuit?

6 MR. LOGAN: For the record, that is not
7 correct.

8 THE WITNESS: I wasn't aware that we had
9 filed a counterclaim.

10 MR. HOPKINS: Only on behalf of the --

11 MR. LOGAN: Counterclaims are asserted
12 only by the individuals.

13 Q. [Mr. Hopkins] Understood. Excellent. We can
14 skip all that questioning.

15 A. I was hoping we could.

16 Q. Let's move on. What sort of role did you play
17 in Mr. Stokes' termination?

18 A. I was the one that terminated him.

19 Q. Okay. Why did you terminate him?

20 A. I had growing concerns with the complaints that
21 we were receiving about the department through the county
22 council and county council's continued expression of
23 those concerns to me, and the concerns were presented
24 publicly as well as privately, and I decided that a
25 change in the department needed to be made.

1 Q. Or complaints about the inspection process?

2 A. Yes, there were complaints about the inspection
3 process.

4 Q. Okay. Generally, what were those complaints
5 regarding?

6 A. A number of complaints, inconsistency with
7 application of the code, rudeness and the time frame it
8 took to get permits, and that would be, you know,
9 associated with permit clerks as well as the road
10 department, not necessarily with the number of
11 inspectors, inability to get ahold of somebody when they
12 called up there or get a call back, modifying in the
13 field how we are going to enforce a code without
14 notifying the contractors of that change, just to name a
15 few.

16 Q. Okay. Did you ever receive complaints about
17 inspectors having too many properties to review in a day?

18 A. No, sir.

19 Q. Okay. Did you ever receive any complaints about
20 inspectors not being able to come back to a property on a
21 certain day?

22 A. Yes.

23 Q. Okay. Do you believe that having more
24 inspectors would have allowed inspectors to return and
25 re-review properties?

1 inspectors, you would not have been able to visit more
2 properties in a day?

3 A. We would visit the number of properties we
4 needed in a day depending on the number of inspections
5 with four people or five people or six people.

6 Q. So your testimony is that with more people, you
7 could not visit more properties?

8 A. I'm saying we would visit the number of
9 properties we needed to in that day whether it is
10 overtime or not.

11 Q. Okay. Did you receive a recommendation from
12 either Edda Cammick or Wayne McCall to terminate
13 Mr. Stokes?

14 A. I did not receive a recommendation directly, no,
15 sir, but there were discussions surrounding Mr. Stokes'
16 departure.

17 Q. Okay. Can you tell me about those discussions,
18 please?

19 A. Which part? Can you be more specific?

20 Q. I asked about Miss Cammick and Mr. McCall, and
21 you said there were discussions. Can you tell me about
22 the discussions with Miss Cammick and Mr. McCall about
23 his termination?

24 A. There were discussions about Mr. Stokes and
25 others over a three or four-month time period in the fall

1 of 2016. Mr. Stokes, Mr. Josh Stephens, Mr. Mack Kelly,
2 Mr. Art Holbrooks and Miss Beth Hulse all were the five
3 that were identified by Mr. McCall and Miss Cammick and
4 Glenn Hart prior to his arrival on county council in
5 January of 2017. There was ongoing discussions about
6 complaints that they had about those particular offices
7 and that they wanted the matters cured. I was also told
8 that my job depended on the departure of some of those
9 individuals, and that was the basic discussion.

10 Q. So it was either you or them?

11 A. Yes, sir. That's what I was told. Miss
12 Cammick, we talked about my departure, and I asked her --
13 once I heard it, I went straight to her and asked her
14 what her position was, and her response was "We'll just
15 have to wait and see what the status of those people are
16 come January."

17 Q. And do you agree that the grievance committee
18 disagreed with your decision?

19 A. Their letter indicated we should not terminate
20 Mr. David Stokes.

21 Q. In fact, they found no evidence to support the
22 claims that you made?

23 A. There was no evidence submitted at that meeting
24 that supported it.

25 Q. Did you choose to resubmit any evidence?

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

David T. Stokes,

Plaintiff,

v.

Oconee County, Wayne McCall, and Edda
Cammick,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE TENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2017-CP-37-00320

**MEMORANDUM IN OPPOSITION TO
DEFENDANTS OCONEE COUNTY'S AND
EDDA CAMMICK'S MOTION FOR
SUMMARY JUDGMENT**

David T. Stokes (hereinafter referred to as "Plaintiff"), by and through undersigned counsel, submits this memorandum in opposition to Oconee County's and Edda Cammick's (collectively "Defendants") motion for summary judgment. For the reasons that follow, Plaintiff asks the Court to deny Defendants' motion accordingly.

LEGAL STANDARD

Summary judgment should be granted when there are no genuine issues of material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRPC; Lanham v. Blue Cross & Blue Shield of S.C., Inc., 349 S.C. 356, 361, 563 S.E.2d 331, 333 (2002) ("An appellate court reviews a grant of summary judgment under the same standard applied by the trial court pursuant to Rule 56, SCRPC." (citation omitted)). "Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law" and "should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts." Lanham, 349 S.C. at 362, 563 S.E.2d at 333 (citations omitted). As in the trial court, "[o]n appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences

arising in and from the evidence in a light most favorable to the non-moving party below.” *Id.* (citing *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 230 S.E.2d 447 (1976)).

“[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment.” *Hancock v. Mid-South Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). Nevertheless, “when the evidence is susceptible of only one reasonable interpretation, summary judgment may be granted.” *Brooks v. Northwood Little League, Inc.*, 327 S.C. 400, 403, 489 S.E.2d 647, 648 (Ct. App. 1997) (citation omitted).

ARGUMENT

I. **EDDA CAMMICK AND WAYNE MCCALL MAY BE SUED IN THEIR OFFICAL CAPACITIES.**¹

Defendants’ Motion and accompanying memorandum is largely a compilation of mashed up quotes pulled from depositions to fit a false narrative to hide the ball from this Court. Here, like the case of *Lewis v. Richland Cnty. Recreation Comm’n*, Plaintiff has provided sufficient factual allegations of actual malice to state a claim that would take the defamation cause of action outside the South Carolina Tort Claims Act (the “TCA”) such that Defendant Cammick could be held personally liable. Civil Action No.: 3:16-cv-2884-MGL-TER at *9 (D.S.C. Oct. 31, 2016).

Likewise, in the alternative, if no actual malice is found, Defendant Oconee County could be held liable for the alleged defamatory statements made by Defendant Cammick. *Id.*; *see also Murray v. Holnam, Inc.*, 344 S.C. 129, 140-41, 542 S.E.2d 743, 748 (Ct. App. 2001) (noting that “a principal may be held liable for defamatory statements made by an agent acting within the scope

¹ Although the present Motion is filed by Defendants Oconee County and Edda Cammick, it appears their counsel is also trying to obtain summary judgment for Defendant McCall, who has not moved this Court for summary judgment on any claim.

of his employment or within the scope of his apparent authority"). Thus, because Plaintiff is clearly permitted to plead alternative theories of recovery, dismissal of his causes of action is not appropriate until these questions are submitted to the jury.

As Defendants admit, Defendant Cammick may be sued in her individual capacity if she acted with actual malice. S.C. Code Ann. §§15-78-60(17) and 70(b). South Carolina law is clear that any evidence of actual malice will present a question of fact for the jury. *Anderson v. Augusta Chronicle*, 619 S.E.2d 428, 431, 365 S.C. 589 (2005) ("If such evidence exists, the question of actual malice is a question of fact for a jury.") Therefore, Plaintiff is entitled to plead against both Defendants in the alternative and present evidence for a jury to appropriately determine whether Defendant Cammick acted with actual malice. Plaintiff concedes that he cannot recover from *both*, but, as the Court in *Lewis* stated, Plaintiff is permitted to pursue a claim against both until a jury is presented with, and decides, this question of fact.

Therefore, by Defendants' own admission, their Motion should be denied as to any intentional and malicious misconduct Defendant Cammick committed which may remove her protections under the Tort Claims Act. For these reasons, the Court should deny Defendants' Motion in its entirety.

II. DEFENDANTS ARE NOT IMMUNE FROM SUIT FOR DEFAMATION.

Privileged communications in the law of libel and slander are either Absolute or Qualified. "When the communication is absolutely privileged, no action will lie for its publication, no matter what the circumstances under which it is published. When qualified, however, the plaintiff may recover if he shows that it was actuated by malice." *Bell v. Bank of Abbeville*, 208 S.C. 490, 38 S.E.2d 641.

A sound public policy has long recognized an absolute immunity of members of legislative bodies for acts in the performance of their duties. Accordingly, an absolute privilege is recognized as to defamatory statements made by legislators in the course of their functions, if such statements are connected with, or relevant or material to, the matter under inquiry. 50 Am. Jur. 2d, *Libel and Slander*, Section 223; Annotations: 40 A.L.R.2d 941, 26 A.L.R.3d 492, 497; Prosser, *Law of Torts*, 4th ed. p. 781.

While Plaintiff recognizes the general principles governing the application of the doctrine of absolute privilege to the actions of legislators, Defendants have failed to show that they qualified for this protection, i.e., that they was engaged in a legislative duty or process at the time the defamatory statements were made. Thus, the question to be resolved is whether Defendants' statements had some relation to, or were part of their duties as a member of the Legislature from Oconee County. If they were, they were absolutely privileged. *Richardson v. McGill*, 273 S.C. 142, 255 S.E.2d 341 (1979)

It is generally held that the protection of a qualified privilege may be lost by the manner of its exercise, -- *Rowell v. Johnson*, 170 S.C. 205, 170 S.E. 151,--although belief in the truth of the charge exists,--*Turner v. Montgomery Ward & Co.*, 165 S.C. 253, 163 S.E. 796. The privilege does not protect any unnecessary defamation. In order for a communication to be privileged, the person making it must be careful to go no further than his interests or his duties require.

Where the person exceeds his privilege and the communication complained of goes beyond what the occasion demands that he should publish, and is unnecessarily defamatory of plaintiff, he will not be protected. *Fulton v. Atlantic Coast Line R. Co.*, 220 S.C. 287, 67 S.E.2d 425 (1951).

"It was a question for the jury, to determine not only whether such publications went too far beyond what the occasion required and was unnecessarily defamatory, but also, whether

[Defendants], was actuated by malice, and whether respondent had been dealt with unjustly and in gross disregard of his rights.” *Id.*

Here, despite overwhelming evidence that the material published by Defendants was untrue – a fact confirmed by Scott Moulder, Oconee County’s administrator (and 30(b)(6) witness) – Defendants somehow (with a straight face no less) argue that these false accusations were privileged by a Budget Meeting – a meeting Defendant Cammick testified only concerned the County’s budget, and not its Building Department. (Cammick Dep. p. 56, ¶¶ 23-25). In fact, the Building Department was not even on the minutes for discussion at that meeting. (*Id.*, p. 57, ¶¶ 7-13).

No doubt, these statements were false, known to be false, were vindictively made as punishment to Plaintiff, and had absolutely nothing to do with the meeting the County Council was holding. Furthermore, if Defendants position is to be believed, Defendants Cammick or McCall could have stated that Plaintiff had killed someone – despite the truth of the statement – with impunity. The law does not protect such a gross and facetious interpretation.

Our Supreme Court addressed a similar issue in *Swinton Creek Nursery v. Edisto Farm Credit*, 334 S.C. 469, 514 S.E.2d 126 (1999): In a defamation action, the defendant may assert the affirmative defense of conditional or qualified privilege. Under this defense, one who publishes defamatory matter concerning another is not liable for the publication if (1) the matter is published upon an occasion that makes it conditionally privileged, and (2) the privilege is *not abused*. (emphasis added). Restatement (Second) of Torts § 593 (1977); see *Bell v. Bank of Abbeville*, 208 S.C. 490, 38 S.E.2d 641 (1946).

In *Bell*, the Supreme Court held:

In determining whether or not the communication was qualifiedly privileged, regard must be had to the occasion and to the relationship of the parties. When one

has an interest in the subject matter of a communication, and the person (or persons) to whom it is made has a corresponding interest, every communication honestly made, in order to protect such common interest, is privileged by reason of the occasion. The statement, however, must be such as the occasion warrants, and must be made in good faith to protect the interests of the one who makes it and the persons to whom it is addressed.

Bell, 208 S.C. at 493-94, 38 S.E.2d at 643.

In general, the question whether an occasion gives rise to a qualified or conditional privilege is one of law for the court. 50 Am. Jur. 2d *Libel and Slander* § 276 (1995). However, the question whether the privilege has been abused is one for the jury. *Id.* Factual inquiries, such as whether the defendants acted in good faith in making the statement, whether the scope of the statement was properly limited in its scope, and whether the statement was sent only to the proper parties, are generally left in the hands of the jury to determine whether the privilege was abused. *Id.*; see also Restatement (Second) of Torts §§ 599-610.

In *Fulton*, this Court held that it was a question for the jury to determine if the publication went beyond what the occasion required and was unnecessarily defamatory. *Fulton*, 220 S.C. at 297, 67 S.E.2d at 429.

Finally, because these statements were made at a meeting attended by the public – and *not only* by the County Council – and did not concern a matter related to legislative duties, and, in which, all present had an official interest, the absolute privilege should not be extended to Defendants, and, therefore, they can be sued for defamation. *Richardson*, 273 S.C. at 147. For these reasons, Defendants' Motion should be denied in its entirety.

III. DEFENDANTS ARE NOT ENTITLED TO SUMMARY JUDGMENT AS TO PLAINTIFF'S CLAIM FOR SLANDER *PER SE*.

Next, Defendants argue that they are entitled to summary judgment on Plaintiff's cause of action for slander *per se*. The Court can easily dispense with Defendants' argument.

First, and incredibly, Defendants contend that no defamatory statements were made about Plaintiff. Defendants stated, among other things, that Plaintiff was making up rules for his department, had a “sweet deal” going with contractors in the community to use certain contractors, funneling citizens to specific engineers, discourages citizens from buying from certain people and encourages you to buy from others, and that Plaintiff sold Defendant Cammick a building permit.

Mr. Moulder testified, as the County Administrator and the County’s 30(b)(6) witness, that there was absolutely no evidence to support any of these statements. Furthermore, Defendants have provided the Court with no evidence to support these statements. Mr. Moulder also testified, that despite no evidence to support these claims, he was forced to fire Mr. Stokes, along with four (4) other County employees as directed by Defendants.

Plaintiff disputes that he was a public official for purposes of this action. A public official is an individual "among the hierarchy of government employees who have, or appear to the public to have, substantial responsibility for or control over the conduct of governmental affairs." *Goodwin v. Kennedy*, 552 S.E.2d 319, 327 (Ct. App. 2001)); *see also Rosenblatt v. Baer*, 383 U.S. 75. 86 (1966) ("Where a position in government has such apparent importance that the public has an independent interest in the qualifications and performance of the person who holds it, beyond the general public interest in the qualifications and performance of all government employees, both elements we identified in *New York Times* are present and the *New York Times* malice standards apply."). Plaintiff had neither the responsibility for or control over the conduct of Oconee County’s governmental affairs.

Even if the Court finds that Plaintiff was a public official for purposes of this analysis, Defendants’ comments were clearly made with Defendants’ knowledge of their falsity, or with reckless disregard for the truth. In fact, Oconee County’s 30(b)(6) witness testified that these

statements were unsupported by any evidence whatsoever. Furthermore, Defendant McCall specifically testified that he had no evidence – presently or otherwise – that Plaintiff:

1. Was harassing contractors in Oconee County (McCall Dep. p. 30, ¶¶ 21-24);
2. Had a “sweet deal” (*Id.*, p. 32, ¶¶ 6-8)

Q. “All right. Did you provide any written evidence of a sweet deal going?”

A. “No, no.”

3. Was funneling citizens to a specific contractor, (*Id.*, p. 32, ¶¶ 17-20)

Q. “Have you seen any evidence of a disproportionate amount of people getting funneled to Mr. Whitten?”

A. “I don’t know.”

And, in fact, the County held a grievance hearing for Plaintiff, and that committee determined that “[t]here are no written complaints filed against [Plaintiff] by any county residents, contractors or departmental staff members, nor are there any disciplinary actions or reprimands.”

Despite the County’s admitting that there was no evidence, Ms. Cammick testified that there was a long history of complaints. (Cammick Dep. p. 40, ¶¶ 16-19), but that between the time her carport was erected and the meeting in question, she received no complaints about the Building Department. (*Id.*, p. 53, ¶¶ 1-4). In fact, the citizen complaints she testified about receiving had nothing to do with the Building Department. (*Id.*, p. 43, ¶¶ 9-11).

Defendant Cammick also – like her counterpart – testified that she had no evidence to support the statements made about Plaintiff. (*Id.*, p. 64, ¶¶ 15-16). When asked if she had evidence to support a claim that Plaintiff had a sweetheart deal with a contractor, Defendant Cammick said, “No.” (*Id.*, p. 65, ¶¶ 8-11).

Finally, as to Defendants' actual malice argument, both Defendants agreed that they should have evidence to support a statement before making them. In response to being asked whether "he can say anything about anybody ... without a consequence[.]" Defendant McCall stated, "No, you can't do that." (McCall Dep. p. 47, ¶¶ 19-25), and Defendant Cammick stated, "No," as well:

Q. "Do you believe you can make statements about individuals without evidence to support your statements? ...

A. "I believe you should have some knowledge to back up your statements, yes."

(Cammick Dep. p. 81, ¶¶ 2-20).

Finally, it is undisputed – and agreed to by Defendant Oconee County no less – that each statement made by Defendants at this meeting was factually incorrect. Scott Moulder testified that "[t]here was no evidence" to support the claims Defendants made:

Q: Do you recall Mr. McCall saying "Well, they got a sweet deal going. They are recommending you got to go down to a certain other builder or seller of carports and sheds and he is the only person that could stamp the drawings?"

A: I recall a statement to that effect.

Q: Okay. What evidence does Oconee County have to support that allegation?

A: I have seen no such evidence.

Q: He also said, "I'm looking through some papers right now, but building codes is funneling people down to his office." Do you recall him saying that?

A: I recall a statement to that effect.

Q: What evidence does Oconee County have that the building codes department was funneling people to some contractor's office?

A: I have seen no such evidence.

...

Q: Does the county have any evidence to support the claim the building codes making up rules?

A: I don't have any written evidence.

(Moulder Dep. p. 32, ¶¶ 21-24); (Moulder Dep. pp. 33-36).²

² Mr. Moulder also testified that Defendants, despite their contentions otherwise, forced him to terminate Plaintiff's employment. ("I was also told that my job depended on the departure of some of those individuals[.]") (Moulder Dep. p. 32, ¶¶ 7-11) (Q. "So it was either you or them?" A. "Yes, sir. That's what I was told.").

Defendants Oconee County and Cammick were obviously present for some deposition that did not occur or were conjured up in their mind. To state, in a written filing in this Court, that there is no evidence that the statements made by Defendants were false is absurd, untrue, and deliberately misleading. Because there is substantial evidence that the statements made by Defendants were false, made with actual malice, or reckless disregard for the truth of those statements, Plaintiff's claim for slander *per se* should proceed, and Defendants' Motion should be denied in its entirety.

IV. DEFENDANTS ARE NOT ENTITLED TO SUMMARY JUDGMENT AS TO PLAINTIFF'S CLAIM FOR WRONGFUL TERMINATION.

Finally, Defendants argue that Plaintiff's cause of action against Defendant Oconee County should be dismissed.

"South Carolina has a strong policy favoring at-will employment." *Taghivand v. Rite Aid Corp.*, 411 S.C. 240, 243, 768 S.E.2d 385, 386 (2015). "In South Carolina, employment at-will is presumed absent the creation of a specific contract of employment." *Barron v. Labor Finders of S.C.*, 393 S.C. 609, 614, 713 S.E.2d 634, 636 (2011). "[A]n at-will employee may be terminated for any reason or no reason at all." *Id.* However, "[w]here the retaliatory discharge of an at-will employee constitutes violation of a clear mandate of public policy, a cause of action in tort for wrongful discharge arises." *Ludwick v. This Minute of Carolina, Inc.*, 287 S.C. 219, 337 S.E.2d 213 (1985).

Under the "public policy exception" to the at-will employment doctrine, an at-will employee has a cause of action in tort for wrongful termination where there is a retaliatory termination of the at-will employee in violation of a clear mandate of public policy. *Id.* at 225, 337 S.E.2d at 216. In *Ludwick*, our Supreme Court recognized a cause of action in tort for the discharge of an at-will employee when the discharge constituted a violation of public policy. 287 S.C. at 215,

337 S.E.2d at 216. Under the rule outlined in *Ludwick*, "the public policy exception is invoked when an employer requires an at-will employee, as a condition of retaining employment, *to violate the law*." *Moshtaghi v. The Citadel*, 314 S.C. 316, 323, 443 S.E.2d 915, 919 (Ct. App. 1994) (emphasis added).

The crux of Plaintiff's claim is that he was terminated but for his refusal to violate applicable building codes and regulations in issuing Defendant Cammick a building permit for her carport – which both she and Defendant McCall contended was not required. There is abundant evidence to support this inference and it is a genuine issue of material fact that should be left for the jury to decide. For that reason, Defendants' Motion should be denied in its entirety.

CONCLUSION

For the reasons stated above, the Court should deny Defendants' Motion in its entirety.

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Attorneys for the Plaintiff

January 21, 2019

Pawleys Island, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

DAVID T. STOKES,)
)
 Plaintiff,)
vs.)
)
OCONEE COUNTY, WAYNE MCCALL)
AND EDDA CAMMICK,)
)
 Defendants.)

NO. 17-CP-37-00320

Deposition of
DAVID T. STOKES

Pursuant to Notice of Deposition and/or agreement in the above-entitled case, a deposition was taken on the 6th day of March, 2018, commencing at approximately 10:35 a.m., attended as follows:

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ALSO PRESENT: Scott Moulder, Edda Cammick

DEPOSITION REPORTED BY: SUSAN L. MCCracken, RMR
Depositions And..., Inc.
(864) 235-3518

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1 Pursuant to Notice and/or agreement to take
2 depositions, the within deposition was taken by Susan L.
3 McCracken, RMR, a Notary Public, as required under South
4 Carolina Court Rule 30, et al, by consent of all parties,
5 at the law offices of Logan, Jolly & Smith, 1805 North
6 Boulevard, Anderson, South Carolina.

7 WAIVER

8 It is agreed by Counsel for all parties that the
9 reading over of and signing of the deposition by the
10 witness are waived.

11 ** ** ** **

12 The deponent was duly sworn to tell the truth, the
13 whole truth and nothing but the truth of his own
14 knowledge concerning the matter herein:

15 DAVID T. STOKES

16 having been first duly sworn, was examined

17 and testified as follows:

18 EXAMINATION

19 BY MS. BURTON:

20 Q. Good morning, Mr. Stokes. You and I have been
21 introduced previously. My name is Stephanie Burton, and
22 I represent Wayne McCall in this lawsuit you have filed
23 in Oconee County. This is my opportunity to ask you some
24 questions today about that lawsuit. Have you ever given
25 a deposition before?

1 A. I have been in a deposition, but I never gave
2 testimony.

3 Q. So does that mean you attended a deposition?

4 A. Yes. I was one of the requested people to be
5 there.

6 Q. But nobody asked you any questions?

7 A. No.

8 Q. Is that what you're saying? Well, I need to
9 give you some instructions at the outset the rules
10 require me to give you. If I ask you a question that you
11 don't understand for any reason, I may speak too softly,
12 I may just ask you a terrible question, please stop and
13 ask me to repeat or rephrase my question. You cannot ask
14 your lawyer for any help. Is that okay?

15 A. Right.

16 Q. I want to make sure I pose a question that you
17 understand, so let me know if you don't understand for
18 any reason.

19 A. I will.

20 Q. We will take breaks periodically. If you need
21 to take a break before we have taken a break, please let
22 me know. I am glad to take a break. I don't want you to
23 be uncomfortable. I would ask you that you answer any
24 question that is pending before you take a break.

25 A. Yes.

1 Q. And if you would -- and it is hard to do, and I
2 will remind you. You need to give me a verbal response,
3 as opposed to a shake of the head.

4 A. Yes.

5 Q. Or a shrug of the shoulders.

6 A. Sure.

7 Q. Or an uh-huh or huh-uh because those are kind of
8 hard for the court reporter to type. And I will remind
9 you. I am not being rude. It is just that we need the
10 record to be clear.

11 A. I understand.

12 Q. State your full name, please, sir.

13 A. David Thomas Stokes.

14 Q. Mr. Stokes, how old are you?

15 A. I am 62.

16 Q. And your date of birth?

17 A. 12/3/55.

18 Q. Are you married?

19 A. No. I am divorced.

20 Q. And how many times have you been married?

21 A. Three.

22 Q. Three times? What is your most current wife's
23 name?

24 A. Lori Lee Sons.

25 Q. And does Miss Sons live in Oconee County?

1 A. She lives in Austin, Texas.

2 Q. Texas? And how long were you married to her?

3 A. 18 months.

4 Q. What time frame?

5 A. August 15 to April -- August 15 of '15 to April,

6 late April of '16.

7 Q. Okay.

8 A. '14 to '16.

9 Q. '14 to '16?

10 A. '14 to '16. Excuse me.

11 Q. Who was the wife prior to Lori?

12 A. Edith Jonell Crouse.

13 Q. Jonell?

14 A. J-O-N-E-L-L.

15 Q. And does she go by Jo?

16 A. Yes, she does.

17 Q. And during what period of time were you married
18 to Jo?

19 A. '89 to 2003, I think.

20 Q. Does she live in Oconee County?

21 A. Yes, she does.

22 Q. Does she work at Blue Ridge Orthopedics?

23 A. Yes, she does.

24 Q. And how about the wife that preceded Jo?

25 A. Elaine Sheriff.

1 Q. Sheriff?

2 A. Sheriff.

3 Q. When were you married to Miss Sheriff?

4 A. 1977 to about '79.

5 Q. Does she live in Oconee County?

6 A. She does.

7 Q. Where does Miss Sheriff work?

8 A. Turner Jewelers. Her last name is Turner now.

9 Q. Okay. Do you have any children?

10 A. I have five children.

11 Q. Five? Are any of your children over the age of
12 18?

13 A. They all are.

14 Q. Do any of them reside in Oconee County?

15 A. Three of them do.

16 Q. Tell me the ones that reside in Oconee County.

17 A. Brent Schipper, a stepson, S-C-H-I-P-P-E-R.

18 Q. And I'm sorry. He is the child of whom?

19 A. Jonell.

20 Q. And where does Brent work?

21 A. He is a full-time National Guard out of
22 Anderson.

23 Q. And is Brent married?

24 A. Yes, he is.

25 Q. Do you know who he is married to?

1 A. He is married to -- I am a little tense here.

2 Q. No. It's fine.

3 A. I'm sorry. Give me a minute.

4 Q. Brent and somebody?

5 A. Right.

6 Q. Do you know, per chance, where his wife works?

7 A. She is going the school right now for dental
8 hygiene.

9 Q. All right. Brent is a child over 18 that lives
10 in Oconee. Who is the next one, please, sir?

11 A. Cody Schipper.

12 Q. Also a stepchild?

13 A. Yes.

14 Q. Also a child of Jo?

15 A. Yes.

16 Q. And where does Cody work?

17 A. Greenville Memorial.

18 Q. Doing what?

19 A. I.T.

20 Q. Is Cody married?

21 A. Yes, he is.

22 Q. Do you know his wife's name?

23 A. Ashley.

24 Q. We did good on that one.

25 A. There was another short marriage in there.

1 Q. We have missed one?

2 A. Yes, we have.

3 Q. All right. Who is the one we missed, and when
4 was it?

5 A. Laura Hesse, H-E-S-S-E.

6 Q. When were you married to Laura?

7 A. I was married to Laura in '87, and it was six
8 months long.

9 Q. So Laura is before Jo?

10 A. Yes.

11 Q. All right. You were telling me Cody is married
12 to Ashley, and Ashley works where?

13 A. She works for a Greenville Memorial practice. I
14 don't know the name of it right now.

15 Q. Do you know what she does?

16 A. Administration.

17 Q. All right. Cody, Brent, and who is the third
18 child?

19 A. Bradley. That lives in Oconee, Nathan Andrew
20 Stokes.

21 Q. Where is Nathan employed?

22 A. He is self-employed. He runs a garage,
23 automotive repair garage and tire shop.

24 Q. Where is that?

25 A. North First Street in Seneca.

1 Q. What's the name of it?

2 A. Pro Customs.

3 Q. Is Nathan married?

4 A. Yes, he is.

5 Q. What is his wife's name?

6 A. Jessie.

7 Q. What does Jessie do for a living?

8 A. She works in the administrative department for
9 Clemson University, the graduate programs.

10 Q. And Nathan is the child of?

11 A. Jonell.

12 Q. Any other children over the age of 18 that live
13 in Oconee County?

14 A. No.

15 Q. Do you have any grandchildren over the age of
16 18?

17 A. I have none, I don't believe.

18 Q. They are all teenagers or younger?

19 A. Yeah, they are all teenagers.

20 Q. Are you currently employed?

21 A. I am.

22 Q. Where?

23 A. I work for South Carolina Labor, License and
24 Regulation in the department of investigations and
25 enforcement.

1 Q. So you work for LLR. Do you work for one of the
2 boards?

3 A. I work for the Contractors Licensing Board, the
4 Residential Builders Commission and the Building Code
5 Council.

6 Q. So you work for the Contractors Licensing Board,
7 the Residential Builders Commission?

8 A. Yes.

9 Q. And?

10 A. The Building Code Council.

11 Q. Who is your employer on your checks? Is it
12 State of South Carolina?

13 A. Yes, State of South Carolina.

14 Q. Okay. Now, tell me exactly what you do in this
15 job.

16 A. I do license violations investigations, practice
17 investigations.

18 Q. So if somebody files a complaint against a
19 residential home builder, are you one of the people that
20 investigates that?

21 A. I am. It is all complaint driven.

22 Q. And the same for licensed general contractor?

23 A. Right, and specialty contractors and building
24 officials and building inspectors.

25 Q. So the complaints, I assume, in a certain

1 territory might be assigned to you?

2 A. It is really all over the state; depends on
3 availability. They used to have territories, but they
4 mix it up now. And I have only been employed since
5 November, so I am pretty much new.

6 Q. But if somebody files a complaint in Columbia,
7 depending on workloads, you might get that?

8 A. That's correct.

9 Q. And then you go out and conduct an investigation
10 into the allegations of the complaint, I take it?

11 A. That's correct.

12 Q. What else? What do you do for the Building
13 Codes Council?

14 A. It would be identical to the other jobs, the
15 other boards. It is complaint driven, and you would go
16 out and do an investigation on a building official or
17 building inspector.

18 Q. Okay. Then what do you do after you conduct
19 your investigation? Do you issue a report?

20 A. That's right. I do an inspection report and
21 then I do a litigation summary and it goes in front of a
22 review board, and then it is escalated up to the
23 commissions and the boards for final action.

24 Q. And tell me when you started the job.

25 A. November 17th.

1 Q. Of 2017?

2 A. That's correct.

3 Q. Is this a full-time position?

4 A. It is.

5 Q. What is your salary for this position?

6 A. It's \$49,000.

7 Q. And as a state employee, do you participate in
8 the state health insurance plan?

9 A. I do.

10 Q. And do you also participate in the state
11 retirement system?

12 A. I do.

13 Q. Okay. When were you employed last prior to this
14 job with LLR?

15 A. I was employed with Oconee County.

16 Q. You did not have any jobs in between those two
17 positions?

18 A. No.

19 Q. When was your last day of work for Oconee
20 County?

21 A. May 1st, '16.

22 Q. Of 2016?

23 A. Yeah.

24 Q. What did you do from May of 2016 until November
25 of 2017?

1 A. I looked for work, was on unemployment
2 insurance.

3 Q. How long did you draw unemployment?

4 A. 26 weeks, six months.

5 Q. Where did you look for work?

6 A. I looked for work all over the state. There
7 were hardly any building official jobs available. I did
8 apply at the Town of Bluffton. I applied at several
9 Florida cities, which I didn't really want to go out of
10 state, but I applied with Norfolk Southern a couple
11 times.

12 Q. I'm sorry. With the railroad?

13 A. Yes.

14 Q. What jobs did you apply for with the railroad?

15 A. Conductor out of Greenville.

16 Q. I see.

17 A. It would have been a change of life.

18 Q. Okay. But with respect to building code or
19 building official jobs, you said you applied for one in
20 Bluffton, South Carolina, and then you mentioned some
21 Florida cities. Can you tell me which ones?

22 A. The port of Cape Canaveral.

23 Q. Okay.

24 A. St. Augustine Beach. And there was a third one
25 I don't remember right now.

1 Q. In terms of building or construction-related
2 jobs that you applied for -- because that's your
3 background, right?

4 A. It is, yes.

5 Q. You applied with Bluffton and the two Florida
6 cities that you mentioned. Did you apply for any other
7 construction-related jobs?

8 A. I applied through the Workforce Development
9 system to SME out of Spartanburg, I think.

10 Q. To who?

11 A. SME.

12 Q. S&ME?

13 A. Yeah, engineering firm that does third-party
14 work.

15 Q. What kind of job did you apply for with them?

16 A. An inspection job.

17 Q. Like a technical inspector job?

18 A. Right, threshold type inspector.

19 Q. I see. And you applied to the Spartanburg
20 office?

21 A. Yes.

22 Q. Any other construction-related jobs that you
23 applied for?

24 A. No, not construction related.

25 Q. And then you mentioned to me that you applied

1 for a job with Norfolk Southern Railway as a conductor?

2 A. That's correct.

3 Q. And then did you apply for any other types of
4 jobs other than the ones we have discussed?

5 A. No. I interviewed with McCoy right here in
6 Anderson for a sales job, but that's about it.

7 Q. I'm sorry?

8 A. That's about it.

9 Q. That's it?

10 A. Yeah.

11 Q. What kind of sales job was that?

12 A. It would be a commercial real estate job in
13 Oconee County.

14 Q. You mean as a real estate broker?

15 A. As a salesperson.

16 Q. Any other jobs that you applied for that we did
17 not discuss?

18 A. Not that I can remember.

19 Q. And then when did you apply for the LLR job?

20 A. In July or August of '17. It takes them a
21 while.

22 Q. Was that a posted position?

23 A. It was a posted position I found through
24 Workforce Development.

25 Q. And who do you report to at LLR?

1 A. Todd Bond.

2 Q. Todd Bond?

3 A. Todd Bond, not James Bond.

4 Q. And is Todd in Columbia or where?

5 A. He is in Columbia, yes.

6 [Defendants' Exhibit 1 was marked for
7 identification.]

8 Q. [Ms. Burton] I am going to hand you a document
9 I have marked as Exhibit No. 1 to your deposition.

10 Mr. Stokes, this is a summons and complaint that was
11 filed in this action on May 31, 2007. Have you reviewed
12 the lawsuit?

13 A. 2017.

14 Q. '17. Sorry. Have you reviewed this before?

15 A. Yes.

16 Q. I want to ask you some questions about the
17 allegations in the lawsuit. If you would turn your
18 attention, please, to the page numbered two of the
19 complaint, paragraph No. 7, you indicate in that
20 paragraph that you were hired by Oconee County as the
21 building official in December of 2011.

22 A. That's correct.

23 Q. Do you remember the date you were hired?

24 A. I believe I started on the 21st, somewhere
25 thereabouts, 21st, 17th.

1 [Defendants' Exhibit 2 was marked for
2 identification.]

3 Q. [Ms. Burton] Okay. Let me hand you a series of
4 documents I have marked as Exhibit No. 2 to your
5 deposition. How did you become aware there was a
6 potential opening at Oconee County?

7 A. I believe it was by word of mouth.

8 Q. Whose mouth did you get the words from?

9 A. I was working at Oconee Nuclear Station as a
10 project manager at the time. It was one of my employees.
11 I don't remember his name.

12 Q. Who were you employed by at Oconee Nuclear
13 Station?

14 A. Southern Industries out of Anderson.

15 Q. What was your job there?

16 A. I managed small projects for maintenance and
17 stuff for Duke Power.

18 Q. What period of time did you work for Southern
19 Industries?

20 A. Consolidated Southern Industries.

21 Q. Okay.

22 A. It was probably from March 11 to when I took the
23 job at Oconee.

24 Q. Okay. So one of your employees said what? They
25 heard there was an opening for the building official?

1 A. Right.

2 Q. Did you apply online?

3 A. No. I believe I did it on paper.

4 Q. Well, look at Exhibit No. 2 with me, if you
5 would. Does the first four pages of the exhibit appear
6 to be an employment application that you submitted?

7 A. It does.

8 Q. It is typed in, and I guess my assumption was
9 maybe you applied online, but maybe --

10 A. I might have filled it out online.

11 Q. Okay. So it's a form that you would have found
12 online to fill out?

13 A. On their website maybe, yes.

14 Q. And did you submit it online, or did you bring
15 it to a person?

16 A. I don't remember.

17 Q. Okay. And it lists, if we look on the second
18 page, which is Bates numbered 786, it lists Consolidated
19 Southern Industries, I guess, as your present employer,
20 and it says that you took that job in March, 2011.

21 A. Yes.

22 Q. Does that seem accurate looking at it today?

23 A. It seems accurate. Seems a little shorter that
24 I was there, but it seems accurate.

25 Q. And then prior to that, it says you worked at

1 Trehel?

2 A. I did.

3 Q. And you worked at Trehel for what, how many
4 years? Ten?

5 A. Ten or 11.

6 Q. Ten or 11 years?

7 A. Right.

8 Q. What did you do with the folks at Trehel?

9 A. My job title was resource coordinator, and I
10 managed the craft workforce in the field and the
11 superintendents. I managed the equipment rentals. We
12 had our own inner company equipment rentals, and I did
13 building code consultations with design professionals,
14 and I worked with building departments that we were doing
15 submissions with.

16 Q. So in terms of equipment rental, were you the
17 guy that had to go out and say "We need a lull" or a
18 whatever and rent it?

19 A. I was the guy that managed the people that took
20 that lull out and scheduled it, so I had up to 20
21 superintendents at one time that I would manage their
22 daily work schedules and supply them the kind of craft
23 workers they needed and, with that, the equipment they
24 requested.

25 Q. When you say "craft workers," are we talking

1 about folks that worked for Trehel or subs?

2 A. Only people that worked for Trehel.

3 Q. Okay.

4 A. Laborers up to carpenters, assistant
5 superintendents and superintendents.

6 Q. Okay. Then you helped them with equipment in
7 terms of code compliance. When you said you worked with
8 design professionals, are we talking about inside Trehel
9 or architects and engineers that were consultants?

10 A. They were partner firms. There were two firms
11 that were local, but they partnered with them, worked
12 with them, McMillan Smith and Freeman & Major, doing
13 value engineering on their plans from a building code
14 standpoint and trying to solve material issues in
15 relation to cost on a production job, on a construction
16 job through the building code.

17 Q. I assume Trehel does mostly commercial work?

18 A. They do.

19 Q. Not residential?

20 A. Rarely.

21 Q. So most of the code compliance you were dealing
22 with was International Building Code?

23 A. It is.

24 Q. And did you have the same job with Trehel the
25 entire time that you worked there?

1 A. I did.

2 Q. And then, according to the third page of Exhibit
3 No. 2, it indicates that you worked for the City of
4 Seneca?

5 A. I did.

6 Q. As the building official?

7 A. I did.

8 Q. And was that nine years?

9 A. It was.

10 Q. Tell me what your duties and responsibilities
11 were for Seneca.

12 A. Ran the building department completely, issued
13 permits, did plan reviews, did outside inspections, met
14 people at the office, dealt with complaints. I worked
15 with Seneca Light & Water as far as approving electrical
16 services and upgrading electrical services inside their
17 service area.

18 Q. Tell me what you did because it's not on your
19 resume. What did you do prior to '90?

20 A. '90, prior to '90, I did some miscellaneous
21 construction work for a couple years.

22 Q. Meaning labor?

23 A. Labor and carpentry work, wall coverings and
24 decorating. I was in Florida from '79 to '87 doing the
25 same thing, miscellaneous construction work, contracting,

1 small contracting.

2 Q. When did you attend Greenville Tech?

3 A. I attended Greenville Tech while I was at the
4 City of Seneca.

5 Q. Did you receive a degree from Greenville Tech?

6 A. It was a certificate program in electrical code.

7 Q. In electrical code?

8 A. Yes.

9 Q. What about Tri-County Tech? When did you attend
10 there?

11 A. I attended Tri-County Tech after I was laid off
12 at Trehel.

13 Q. What did you study?

14 A. Literature and English, accounting and
15 psychology.

16 Q. Did you obtain any type of degree?

17 A. No.

18 Q. So just some classes that you took there?

19 A. Personal improvement classes, yeah.

20 Q. Okay. So you grew up in Seneca?

21 A. I did.

22 Q. Because it says you went to Seneca High School.
23 When did you graduate from Seneca High?

24 A. 1974.

25 Q. So after you graduated from high school, did you

1 immediately start working in the construction industry?

2 A. No. I worked for a roller mill out of
3 Crossroads, South Carolina for a couple years, and then I
4 opened a restaurant on 123 Bypass that I operated from
5 '77 to '80.

6 Q. Okay. And then did you start --

7 A. Then I went to Florida.

8 Q. -- to do the contracting?

9 A. Right.

10 Q. Is that just pickup jobs?

11 A. Just pickup jobs. I did a lot of interior upfit
12 work with wall coverings and decorators.

13 Q. What do you mean? Putting up wallpaper,
14 hanging sheetrock or what?

15 A. Yeah, very profitable, putting up wallpaper.

16 Q. Wallpaper?

17 A. Mainly.

18 Q. I think you also mentioned carpentry. Did you
19 start doing finish carpentry work?

20 A. Miscellaneous carpentry work, whatever I could
21 find to fill in my schedule.

22 Q. So in Florida for the period of time when you
23 were in Florida, that was miscellaneous construction
24 work, hanging wallpaper, doing what you could find?

25 A. And contracting some houses, building some

1 houses.

2 Q. Spec or custom?

3 A. Both.

4 Q. Okay. So when did you become a licensed
5 residential contractor?

6 A. I don't know exactly. Probably around '84, '85.

7 Q. Would that have been in Florida?

8 A. It was in Florida.

9 Q. Where were you in Florida?

10 A. Fort Myers.

11 Q. What licenses do you hold today?

12 A. I don't hold any contracting licenses today. I
13 had a CBC in Florida, which was a commercial builder's
14 license, and it limited you to three floors or less, and
15 then I had an electrical state license in South Carolina
16 and a plumber's license in South Carolina that I put on
17 deactivated when I went to work for LLR.

18 Q. I'm sorry. You did what?

19 A. Deactivated and put them on whatever they call
20 it.

21 Q. Okay. So were you a licensed electrician in
22 South Carolina?

23 A. Yes.

24 Q. When did you become licensed in South Carolina
25 as an electrician?

1 A. In '16.

2 Q. What about as a plumber?

3 A. I became licensed as a plumber in '11, I think.

4 Q. Have you ever --

5 A. When I was at Southern Consolidated.

6 Q. Have you ever worked as either a plumber or
7 electrician?

8 A. No. The Department of State ran programs where,
9 if you were in code enforcement and you had experience in
10 them, you could qualify for a license and take the exams
11 so you would understand what the craft side and the
12 contracting side had to go through to get their
13 credentials.

14 Q. But you didn't have to have any actual
15 experience as doing either one of those trades to get the
16 license?

17 A. Not through that method, no. The experience was
18 through hands-on inspection of properties.

19 Q. What experience in inspection of properties and
20 permitting and code compliance did you have before you
21 went to Seneca?

22 A. The building official's job in Seneca?

23 Q. Yeah.

24 A. Just the experience I had in general
25 construction work since I had gotten out of high school,

1 and I was unlicensed at that time, and all my training
2 and credentials in the building inspection business
3 started after I was hired by Seneca.

4 Q. Okay. If we turn our attention back to Exhibit
5 No. 1, paragraph seven that you and I were looking at a
6 minute ago, it says you were hired as a building official
7 in December of 2011. Tell me about the hiring process.
8 You submit an application. Did you interview with
9 anybody?

10 A. I did. I interviewed with Mr. Moulder.

11 Q. Okay. Was that an in-person interview with
12 Mr. Moulder?

13 A. Yes, it was.

14 Q. Did you have any telephone interviews prior to
15 meeting with him?

16 A. Just setting up the appointment.

17 Q. Okay. Did you receive any sort of job
18 description for the building official position?

19 A. I did.

20 Q. Did you receive that before you were hired or
21 subsequently?

22 A. Subsequently, I believe.

23 Q. How were you offered the position? Was that in
24 a letter, an email, on the telephone?

25 A. I believe it was a cell phone call because I was

1 working at Duke Power at that time, Oconee Nuclear
2 Station.

3 Q. And you received a call from whom?

4 A. Scott Moulder.

5 Q. What did he say in that call?

6 A. Told me that I was the preferred candidate, and
7 we kind of entered in salary negotiations after that.

8 Q. What salary did you ultimately agree upon?

9 A. I believe it was around \$62,000.

10 Q. Was that more or less than you were making at
11 Consolidated Southern?

12 A. It was more than Consolidated, less than Trehel.

13 Q. So you made more at Trehel?

14 A. [Witness nods affirmatively.]

15 Q. Why weren't you working at Trehel any longer?

16 A. Well, you know, like most people during the
17 recession, there was a retraction in the construction
18 industry, and we were doing close to \$150 million in '08
19 and '07 with about 130 people on the payroll. By '09, we
20 were down to \$30 something million and retracting our
21 payroll, so I was laid off in that period of time.

22 Q. Who did you report to at Trehel?

23 A. Neal Workman.

24 Q. What was his job?

25 A. He was the owner of the company.

1 [Defendants' Exhibit 3 was marked for
2 identification.]

3 Q. [Ms. Burton] Let me hand you a document,
4 Mr. Stokes, that I have marked as Exhibit No. 3 to your
5 deposition. Is that your signature on Exhibit 3?

6 A. It is.

7 Q. And did you print David T. Stokes above that?

8 A. I did.

9 Q. And did you date it 12/14/11?

10 A. I did.

11 Q. Tell me, because I think we were debating
12 earlier when you started at Oconee County, do you
13 remember whether you signed this particular form on the
14 day that you started?

15 A. I think it was prior to, a few days prior to.

16 Q. Okay. So did you go in and fill out some
17 paperwork?

18 A. Yes, drug test and stuff like that.

19 Q. And who presented you the paperwork to fill out?

20 A. I believe Kay Olben. I think she was HR manager
21 at the time.

22 Q. Okay. Did you read this notice before you
23 executed it?

24 A. I did.

25 Q. Did you understand when you were being hired by

1 Ocone County that you were going to be an at will
2 employee?

3 A. Our entire state is at will, so, yes, I did
4 understand.

5 Q. Did you understand that you could be terminated
6 for any reason as an at will employee?

7 A. I did.

8 Q. When you started working as the building
9 official for Ocone County, how many folks reported to
10 you?

11 A. It was around seven to nine. I would have to
12 write all their names down.

13 Q. We will talk about it.

14 A. Yeah.

15 Q. Did you have office staff that just stayed in
16 the office?

17 A. I had administrative staff that stayed that were
18 permitting. I had a fire marshall in my office at that
19 time, and I had four field inspectors, I believe, and
20 then I had a plan reviewer that stayed in the office that
21 did field inspections when necessary, and the fire
22 marshall also would go out when we were pushed.

23 Q. Okay. So tell me, let's talk about the
24 administrative staff first. You had how many
25 administrative people?

1 A. Including the fire marshall and plan reviewer, I
2 had two permit technicians, I believe.

3 Q. And tell me what their duties and
4 responsibilities were.

5 A. The permit techs would meet the public, help
6 them fill out their applications, do the permitting as
7 far as construction projects went.

8 Q. Okay. So what kind of permits are we talking
9 about? Building permits?

10 A. Building, commercial permits, residential
11 permits.

12 Q. So --

13 A. Electrical permits, plumbing, mechanical.

14 Q. Were most of the people they interacted with
15 contractors and builders?

16 A. I would say the majority of them were. There
17 was a large owner builder population in Oconee County,
18 but the majority of them were contractors.

19 Q. And did the contractors have to come to the
20 office to apply for a building permit, or could they do
21 it on online?

22 A. At that point, everything was in the office, and
23 everything was manual.

24 Q. Did it change at any point to become an online
25 system?

1 A. Yes, it did.

2 Q. When did that occur?

3 A. It did during my tenure there. We were trying
4 to put together a one-stop shop trying to eliminate
5 redundancy in our paperwork and increase accuracy, and we
6 interviewed a bunch of software manufacturers and landed
7 up with a program that was cloud based that handled all
8 that.

9 Q. What was the name of that program?

10 A. CitizenServe.

11 Q. When did CitizenServe go into operation?

12 A. I'd say '13, '14, 2013, 2014, somewhere in that
13 range.

14 Q. So prior to the implementation of CitizenServe,
15 if somebody wanted to obtain a building permit, they
16 would have to come to the office?

17 A. Yes.

18 Q. Tell me what the turnaround time was for a
19 residential homebuilder to come in, apply for a permit
20 for building a house. When would they acquire a permit?

21 A. The majority of that was the same day.

22 Q. Did you receive any complaints from any of the
23 contractors, residential homebuilders, about the
24 efficiency of your permit technicians in issuing the
25 permits?

1 A. There would be complaints about efficiency in
2 issuing permits. They were complaints about the way they
3 were handled and treated, the fact they had to be run all
4 over the county and the county offices to get paperwork,
5 had to go to Coneross area to get sewer authority, they
6 had to go to a different building to get septic tank
7 permits. Those were the kind of complaints, not the
8 turnaround time on permitting itself.

9 Q. How about the handling and treated? You said
10 they had complaints about how they were handled and
11 treated. Is that by your staff members?

12 A. A lot of it was by staff members, yes.

13 Q. So they complained that they were rude to them?

14 A. Yes.

15 Q. All right. So how did you deal with that?

16 A. Well, I coached the people and through attrition
17 some of them left because they didn't like to be coached
18 and treat the public fairly and took other jobs within
19 the county.

20 Q. Tell me, during the periods of time that you
21 worked for Oconee County, tell me the names of the permit
22 technicians that you had.

23 A. Marcia Roach, George -- I can't remember
24 George's last name. Joy Owens, Wanda Roach, Cynthia
25 Adams. I believe that was most of them.

1 Q. That's five. Does that sound right?

2 A. Close, yeah. We also cross-trained, so there
3 were inspectors that did permitting at certain times and
4 the fire marshall did some permitting when I first got
5 there and the plan reviewer, Stacy Blackwell, did some
6 permitting, so it was kind of a joint effort.

7 Q. But just in terms of --

8 A. 14 people.

9 Q. I will ask you about the other people, but I am
10 trying to focus right now on the permit techs.

11 A. Sure.

12 Q. You are saying the ones you remember is the
13 five?

14 A. Yes.

15 Q. And which ones were there when you left?

16 A. The original ones were not there. Wanda Roach
17 was there, Cynthia Adams. There was another one, Casey
18 Neal, N-E-A-L.

19 Q. Was Casey there when you left?

20 A. Yes, she was.

21 Q. So you had three?

22 A. Uh-huh [yes].

23 Q. Is that true?

24 A. That's true.

25 Q. Which ones did you receive complaints about

1 ,their demeanor?

2 A. Mainly Marcia Roach.

3 Q. People said Marcia was rude?

4 A. Confrontational, yes.

5 Q. Any of the others they complained about?

6 A. I don't remember a lot about George or Stacy
7 being complained about, just the complaints were more of
8 the way the system was structured.

9 Q. Meaning "I had to go to different places"?

10 A. "I had to go all over the place," yeah.

11 Q. Did you terminate Marcia?

12 A. No. Marcia went out on maternity leave, and
13 then she transferred into the treasurer's office while
14 she was out.

15 Q. Okay. So she is still working for the county,
16 as far as you know?

17 A. As far as I know.

18 Q. Okay. Did you discipline Marcia in any way for
19 her poor performance?

20 A. Verbally. Basically, we had discussions. After
21 she went out on maternity leave, she kept trying to come
22 back in the office and perform tasks to maintain her job,
23 handle on her job, I think. She didn't want anybody to
24 know how to do it, and I did reprimand her formally then.

25 Q. For what?

1 A. Working while she was on --

2 Q. Maternity leave?

3 A. Yeah.

4 Q. Let's turn our attention to the inspectors. You
5 said you had four, roughly?

6 A. Roughly, yeah.

7 Q. Tell me who the inspectors were when you left.

8 A. When I left?

9 Q. Yes, sir.

10 A. There was Jake Ramey, Jessie Mase, M-A-S-E,
11 Stephen Sobeck, and then I had Scott Carroll, who did
12 plan review and mainly commercial inspections.

13 Q. So you had three full-time people doing
14 inspections and one who was plan review and inspection;
15 is that accurate?

16 A. Uh-huh [yes].

17 Q. Yes?

18 A. Yes.

19 Q. How many inspectors worked -- other than the
20 people you have mentioned, how many other inspectors did
21 you have during your tenure at Oconee County?

22 A. There were three others, I believe.

23 Q. Tell me their names.

24 A. David Holbrooks, Danny Holbrooks, and I can't
25 quite grasp the last guy's name.

1 Q. Did you receive any complaints from contractors,
2 be they commercial or residential home builders, about
3 the performance of your inspectors?

4 A. Well, complaints are not uncommon in the
5 building department when you're costing contractors
6 money, so it was kind of a routine thing that you would
7 have comments on your inspectors.

8 Q. So the answer is yes, you had complaints?

9 A. Yes, yes.

10 Q. Did you have routine complaints?

11 A. I wouldn't call them routine.

12 Q. Did you have complaints about any particular
13 inspector that you recall?

14 A. Not out of the ordinary. When I got there or
15 later?

16 Q. Any time while you worked for Oconee County.

17 A. Nobody stands out tremendously by themselves.

18 Q. Did you have to discipline any of the inspectors
19 for job performance?

20 A. Job performance was kind of looked at on a daily
21 basis. I would meet with my inspectors every morning
22 before they went out in the field, and we would go over
23 their previous day's activities, and we would look up and
24 reference code sections, and it was educational time and
25 a mentoring time as far as how to handle people through

1 customer service, so it was a continual process.

2 Q. Other than meeting with them to discuss their
3 work for the day, did you have to reprimand any of these
4 inspectors?

5 A. I had to correct them on some of the things they
6 were doing. I think "reprimand" is a little harsh word,
7 but, I mean, if they had made a bad call the day before,
8 you would do a code search on it. We would look through
9 the code, we would read the code, we would get other
10 references that commented on those code sections,
11 commentaries, and then as a group, I would lead them to
12 arrive at a decision, and then the inspector had to go
13 out and call that contractor and retract his decision
14 from the day before.

15 Q. Did you ever have to write any of them up?

16 A. No.

17 Q. Did you terminate any inspector?

18 A. I terminated one inspector that was originally
19 there, the guy I can't remember his name.

20 Q. Terminated unknown?

21 A. Yeah.

22 Q. Why did you terminate that person?

23 A. He was doing drive-by inspections; wasn't doing
24 his job.

25 Q. Meaning he was breezing by the site, but not

1 looking?

2 A. He was the go-to guy if you needed to get your
3 job passed.

4 Q. Okay. Now, you mentioned the code to me several
5 times. What codes did Oconee County adopt?

6 A. Oconee County adopts the state mandated codes,
7 which are the international codes.

8 Q. The IRC?

9 A. The IRC, IBC, National Electric Code,
10 International Mechanical Code.

11 Q. And my experience is sometimes people adopt an
12 older version of the code than the most current one the
13 International Codes Council has put out.

14 A. The state mandates you adopt the codes they tell
15 you to, so we stayed current.

16 Q. Okay. So you were using whatever code the state
17 approved?

18 A. The state approved, yes.

19 Q. And that was the codes that you guys went out
20 and tried to enforce?

21 A. Yes, ma'am.

22 Q. Now, tell me, on the inspection front, on
23 residential, what inspections did your folks do?

24 A. We did basic inspections called for in Chapter
25 One, footings, foundation walls, framing, mechanical,

1 electrical, plumbing, insulation. Then we would go back
2 and do finals. We would do, you know, electrical,
3 mechanical and plumbing finals and building finals, which
4 would be more egress-oriented type stuff. If they had
5 pools, we would do electrical inspections on the pools,
6 grounding and bonding, equivalency bonding type
7 inspections on pools.

8 Q. Okay. What about commercial?

9 A. Commercial, basically the same. You would do,
10 you know, structural inspections, footings, framing,
11 electrical, mechanical, plumbing, roofing.

12 Q. And did you tell me that most of the inspectors
13 did both residential and commercial, but Mr. Carroll did
14 exclusively commercial when he did an inspection?

15 A. He did both. I mean, we are kind of a
16 multi-discipline shop.

17 Q. And when you say he did plan reviews, tell me
18 what you mean by that.

19 A. Well, Oconee had a policy if you had a house
20 over 5,000 square feet, it had a plan review, so Scott
21 would do those plan reviews on residential property, and
22 then all commercial projects were reviewed for code
23 compliance.

24 Q. So when he was doing residential code review for
25 bigger houses, is he looking for what? Code compliance?

1 A. He is looking for codes compliance, okay,
2 glazing in glass, staircases, bearings on beams, if there
3 were something called out, those type of things.

4 Q. And then on commercial, what was he looking for?

5 A. The same type things, footings, design
6 professional stamps that the plans were properly in order
7 which were required by the state Architectural Commission
8 and the Engineers Board, that the data was there, wind
9 loads were there. Similar things, the same things that
10 take place, structures in the residential, affect
11 commercial structures. It is just a little bit more
12 detailed.

13 Q. But he was receiving sealed drawings on the
14 commercial?

15 A. Yes, when they were required by state law.

16 Q. Okay. And was Mr. Carroll your plan reviewer
17 the entire time you worked with Oconee County?

18 A. No.

19 Q. Did you have another plan reviewer prior to Mr.
20 Carroll?

21 A. Stacy Blackwell was the plan reviewer when I
22 first got there.

23 Q. What happened with Stacy?

24 A. He moved to Clemson.

25 Q. So he quit?

1 A. Clemson.

2 Q. I mean, he quit his job?

3 A. Yeah. He took a job in Clemson, yes.

4 Q. And then did you hire Scott?

5 A. No. The fire marshall situation changed in
6 Oconee County and we hired a fire chief, and I took my
7 fire marshall -- his name was Ronald Butts -- who had
8 done a lot of plan reviews previously from the fire code
9 side and educated him into being a commercial plan
10 reviewer.

11 Q. I'm sorry. Your fire marshall Ronald became a
12 plan reviewer?

13 A. Yes.

14 Q. In addition to going out and performing
15 inspections related to fire code compliance?

16 A. Well, at that time, he was not employed as a
17 fire marshall anymore. We had a fire chief in Oconee
18 County and restructured emergency services. Ronald was
19 out of a job.

20 Q. I see.

21 A. So I needed a plan reviewer at that time, and he
22 had background in it from the fire code side.

23 Q. Okay. So Stacy did plan review, then left, and
24 then you used Ronald and then Scott?

25 A. Yes.

1 Q. Okay. Tell me what you did all day.

2 A. I managed the department, fielded phone calls
3 from contractors and the public, did a lot of plan review
4 training with Scott, went out in the field and did
5 inspections when the workforce was low or when there was
6 complicated problems in the field or things that
7 inspectors didn't understand.

8 Q. Okay. Who did you report to?

9 A. Scott Moulder.

10 Q. How much interaction did you have with
11 Mr. Moulder?

12 A. Mr. Moulder called me when he needed to talk to
13 me, and then a little later, we developed a bimonthly
14 standing meeting on Thursdays.

15 Q. So you would meet every other Thursday?

16 A. Every other Thursday.

17 Q. And the purpose of that meeting was what?

18 A. Stay in touch with his goals and aspirations for
19 me, discuss any issues that may have come up during the
20 previous two weeks that weren't urgent enough to call me
21 to the office.

22 Q. Did Mr. Moulder, to your knowledge, receive
23 complaints about the building codes department and relay
24 those to you?

25 A. He did, yeah.

1 Q. And he would relay those to you to deal with?

2 A. Oh, yeah.

3 Q. Was that usually sent to you by email? Was that
4 a call on the telephone? Did he walk down to your
5 office? Help me.

6 A. In urgent cases, he walked down to my office. A
7 lot of times it would be an email summons to his office
8 or a phone call.

9 Q. Okay. Tell me what interaction you had with any
10 of the members of county council.

11 A. Hardly any at all.

12 Q. Did you attend council meetings?

13 A. Some.

14 Q. When would you attend?

15 A. When there was something on the docket
16 Mr. Moulder thought I should be there for.

17 Q. Related to --

18 A. Wasn't often at all.

19 Q. -- some big construction project or something?

20 A. Adoptions of codes, staff, requesting staff,
21 those type of things.

22 Q. How many times did you attend council meeting?

23 A. I would say ten to 15 times at the most the
24 whole time I was there.

25 Q. Okay. Let's look, if we could, at Exhibit

1 No. 1. I want to focus on paragraph No. 9 on page No. 2.

2 A. Uh-huh [yes].

3 Q. It says that "On or around March 8, 2017,
4 Defendant Cammick applied for a building permit from
5 Oconee County to erect or install a prefabricated
6 structure on her property."

7 A. Yes.

8 Q. Did you have any interaction with Miss Cammick
9 on that date?

10 A. I did.

11 Q. Tell me about that, please, sir.

12 A. Wednesday or Thursday afternoon. I'm not
13 exactly sure, but late in the afternoon, I had Casey Neal
14 come into my office and say that Edda Cammick was in the
15 office trying to get a permit with Cynthia Adams and that
16 Cynthia needed some help.

17 Q. Who came in your office? Miss Neal?

18 A. Miss Neal, Casey Neal.

19 Q. So you were in your office, and Miss Neal came
20 in and said "Hey, Edda Cammick is out here. She is
21 having issues with Cynthia"?

22 A. Right.

23 Q. What did you do?

24 A. I got up and went in the office to give
25 assistance.

1 Q. Tell me what happened.

2 A. Well, Miss Cammick was wanting to know why she
3 needed a permit and why she needed engineering drawings
4 for the structure she had, and I did my best to explain
5 that issue to her, that all people that had these
6 prefabricated metal structures over 400 square feet
7 needed a permit, everybody in the county was treated the
8 same, and because they weren't in the residential code,
9 metal structures weren't in the residential code and they
10 were an alternative method of construction which is
11 recognized in chapter one, I needed plans for them and
12 those plans needed to be stamped by a designer.

13 Q. Okay. Help me a little bit.

14 A. Sure.

15 Q. So these -- I don't know. What do you want to
16 call them? Metal shed?

17 A. Metal carports.

18 Q. The metal carports are not covered by the IRC?

19 A. No, they are not in the IRC. I mean, the IRC
20 has metal framing in it, but it is like metal studs and
21 stuff and it has wood framing so it is not -- there are
22 no prescriptive requirements for inspection, you know.
23 There is no guidelines studs have to be 16 inches or 24
24 inches and things like that on metal carports, so it's an
25 engineered product.

1 Q. It's a prefabricated product, right?

2 A. Right. An engineer usually designs the
3 fabrication.

4 Q. So what in the International Residential Code
5 said there was any code compliance requirement for metal
6 carports?

7 A. Well, the code covers all built structures, so
8 in the administrative chapter, it says that you are
9 supposed to permit all built structures and there are
10 some structures you did not permit in the code that are
11 called out, things that are called out that don't require
12 permitting, and then I think 120 square feet or 200
13 square feet is the cutoff limit for requiring a permit in
14 the IRC. The county had extended that up to 400 square
15 feet for a detached accessory structure to single-family
16 housing, so typically that's where these carports ended
17 up. They were detached accessory structures.

18 Q. I'm sorry. Go back. When you say the county
19 had modified the square footage requirement to 400, when
20 did the county do that?

21 A. Prior to my coming on staff.

22 Q. How did you learn that the county had even done
23 that?

24 A. It is a document. It is part of my adoption of
25 codes. There is an amendment in there for chapter one.

1 Q. So it was part of a special code adoption by
2 Oconee County?

3 A. It was.

4 Q. And it said structures that are 400 square feet
5 or less --

6 A. Less, detached structures that are 400 square
7 feet or less accessory to single-family homes.

8 Q. Aren't covered?

9 A. Aren't covered, aren't required to be permitted.
10 They are covered by the building code.

11 Q. Was there any description in that adoption about
12 how one measures 400 square feet?

13 A. No.

14 MR. HOPKINS: Object to the form.

15 Q. [Ms. Burton] Did you have any communication
16 prior to enforcing this particular provision with anybody
17 at the county about what the intent was with respect to
18 that 400 square foot provision?

19 MR. HOPKINS: Same objection.

20 THE WITNESS: No.

21 Q. [Ms. Burton] Okay. So you just saw it in
22 writing, right?

23 A. Right.

24 Q. And you went to apply it?

25 A. There was already a history of how it was

1 applied when I got there.

2 Q. How did you learn the history?

3 A. From my inspectors and my permitting staff.

4 Q. Who specifically?

5 A. At that time, it would have been Marcia Roach,
6 George, Casey Blackwell, Stacy Blackwell, Rhonda Butt and
7 the inspectors.

8 Q. What did those people tell you?

9 A. That if the structures were 400 square feet or
10 less, they weren't permitted.

11 Q. Okay. And did they give you any indication
12 about how that 400 square feet was being measured to make
13 that determination?

14 A. No. Typically you would go to the building code
15 for that guidance.

16 Q. Okay. How were you measuring it?

17 A. Basically, we would ask the customer what size
18 they were and they would tell us and do a simple math
19 calculation.

20 Q. So you would say "How big is it," and they would
21 say "20 by 20"?

22 A. Right, so it is 400 square feet or less.

23 Q. And would that include the overhang section of
24 the shed or just from the stakes or columns that
25 supported it?

1 A. Typically, it was "How big is your building,"
2 "20 by 20," and you took that information.

3 Q. Okay. And if it exceeded 400 square feet, then
4 you required a building permit?

5 A. That's correct.

6 Q. And to acquire said building permit, you
7 required engineered drawings?

8 A. For metal structures that weren't included in
9 the IRC.

10 Q. For metal structures?

11 A. Metal -- prefabricated metal structures.

12 Q. They had to have a engineered drawing?

13 A. That's right.

14 Q. And what said that an engineered drawing was
15 required?

16 A. Well, several code sections in the
17 administrative chapter, so a building official's
18 empowered to approve plans and to request information he
19 needs to make educated decisions on safe buildings, so
20 through that process, when you get to a building that is
21 not designed prescriptively, then you need engineered
22 solutions to it.

23 Q. So is there a code?

24 A. There is not a code that definitely says you
25 have to have engineering for prefabricated metal

1 structures. There is a set of requirements that say the
2 scope of this book is wood framing, dah, dah, dah, and it
3 is prescriptively applied. Then when you're out of that
4 box, it's called alternate materials and methods that you
5 can use, and then the building official has the right to
6 ask for documents to clarify the construction and provide
7 methods to inspect the properties.

8 Q. So as the building official, you used your
9 discretion to decide you wanted engineered drawings?

10 A. It was routine. The drawings became -- you also
11 have to follow directions. Okay? There is another
12 section in the administrative section that says you
13 install it by the directions, so these things come with
14 directions and they can come with engineered directions
15 and they all come with engineered plans, and most of the
16 time they come with stamps.

17 Q. Okay. Answer my question.

18 A. Sure.

19 Q. Did you use your discretion to decide that you
20 were going to require engineered drawings since the code
21 doesn't prescribe that?

22 A. The code does prescribe that through a series of
23 sections that say you can ask for engineered drawings and
24 design.

25 Q. Does it say "engineered"?

1 A. It doesn't use the word "engineered."

2 Q. You don't have to have engineered drawings to
3 build a house?

4 A. No, you don't. They are exempt by state law.

5 Q. Did you require that the engineered drawings not
6 only have a stamp, but they have a South Carolina seal?

7 A. That's state law, yes, ma'am.

8 Q. What do you mean, that's state law?

9 A. State law says if you're going to practice
10 engineering in South Carolina, you have to have a South
11 Carolina license.

12 Q. And you decided that if I fabricate a building
13 in Nebraska and sell it in South Carolina, I am
14 practicing engineering in South Carolina?

15 A. The state makes that decision, yes.

16 Q. Where do you get that?

17 A. From the Engineering and Surveyors Board.

18 Q. From the Engineering Licensing Board?

19 A. Yes.

20 Q. Did you review that with Matt Kelly?

21 A. No.

22 Q. I mean, he is an engineer, right?

23 A. Yes, he is. He is a civil engineer.

24 Q. He now sits on the licensing board, right?

25 A. Yeah.

1 Q. Did you ever go over any of this with him?

2 A. No.

3 Q. Did you review your understanding about how you
4 were going to enforce this metal structure issue with
5 anybody at the county other than your subordinates?

6 A. No.

7 Q. All right. Now, I'm sorry. You and I
8 digressed.

9 A. That's all right.

10 Q. Because you were telling me about meeting with
11 Miss Cammick on March 8, 2017, and you said you went out
12 to talk with her. Tell me about that conversation,
13 please.

14 A. Well, I went out to talk with her. She was
15 sitting in front of Cynthia's desk, and I asked her how I
16 could help her, and she said she didn't understand why
17 she needed a permit and she didn't understand why she
18 needed engineered drawings, so I explained to her that it
19 was over 400 square feet. I asked Cynthia what size it
20 was and if it was over 400 square feet, that, you know,
21 she had to have a permit because it was a structure that
22 was built, and, by ordinance, you got to have a permit,
23 and that since it was not in the book and there wasn't
24 any prescriptive guidance to inspect it by or know what
25 kind of wind loads would affect it, you know, we needed

1 the plans, and the plans would need to have an engineer's
2 seal on them.

3 Q. Okay. What else happened?

4 A. After I finished with my explanation, she said
5 it again, you know, "I don't understand why I have to
6 have a permit, and I don't understand why I have to have
7 engineered plans," so I went back over it and showed her,
8 and I said "I have got a book here, the International
9 Residential Code, that gives me prescriptive guidance on
10 how to build structures. Your structure isn't in this
11 code. I don't know how to inspect it without guidance,
12 you know. I get to ask for guidance, and guidance is
13 through plans and instructions and an engineer's seal,
14 and everybody does the same when they are over 400 square
15 feet on a preengineered building just like if it was a
16 much larger building, they all have engineered drawings
17 to them."

18 Q. Okay. Then what happened?

19 A. She repeated herself and didn't understand. It
20 didn't make any sense to her, so I went over it again
21 with her.

22 Q. Okay.

23 A. And during that process, I think Cynthia said "I
24 told her that." I said, you know, "Some companies give
25 you these plans stamped. Some companies give you plans

1 that aren't stamped. These are vendors. Some vendors,
2 when you ask for the sealed drawings, some companies
3 charge you; some companies don't." I mean, it is the
4 vendor's choice of how they want to handle it, and she
5 had a document that somebody had just applied for a
6 permit, and I said -- she said "Show her this is how it
7 looks," so I got -- she handed me the document, and I
8 said "This is an example of a set of engineered plans
9 that shows your structure, gives you all the sizes and
10 how to tie them down, shows you what the wind loads are
11 going to be in certain areas, and there is a stamp page
12 on it, shows you the stamp for the architect or
13 engineer," and I handed that back to Cynthia.

14 Q. Okay. Then what happened?

15 A. Edda accused me of trying to steer her to
16 purchase from certain people.

17 Q. Tell me what she said specifically.

18 A. She said "You are trying to push me to buy from
19 this guy." I said "No. I am using this as an example of
20 what everybody in the county does for these structures
21 over 400 square feet. That's all."

22 Q. So whose engineered drawing did you show her?

23 A. I don't remember the engineer at the time.

24 Q. Do you know -- I mean, it is my understanding --
25 you tell me if I'm wrong -- that there are several

1 companies that sell these carports.

2 A. There is three or four vendors in Oconee, yeah,
3 and I think this was Carolina Carports.

4 Q. Who owns Carolina Carports?

5 A. Rod somebody.

6 Q. So you will have to help me. With these three
7 or four vendors of metal carports, did they all buy from
8 the same manufacturer?

9 A. No.

10 Q. Or they bought from different manufacturers?

11 A. Many manufacturers, yes.

12 Q. And did some of the manufacturers have presealed
13 South Carolina sealed drawings?

14 A. Yeah.

15 Q. That they would present?

16 A. Yes, some of them do.

17 Q. And was there one or two of the vendors that had
18 those?

19 A. They all have the plans.

20 Q. Sure.

21 A. I mean, you have to have plans to put them
22 together, you know, and you have to have plans to know
23 how to put them on the ground, so they all have plans and
24 they all have stamped pages or stamped plans. Some
25 companies decide to provide that; some companies that

1 manufacture them don't, you know, and I have no idea why.
2 Maybe the relationship they have with their engineer, and
3 some companies charge you if you ask for it, you know,
4 "Here are your plans." "I need an engineer stamp." "You
5 have to pay some extra for that." Some companies don't.

6 Q. Okay.

7 A. I don't have any control over that.

8 Q. Who is Mr. Whitten?

9 A. That is Rod.

10 Q. That's Rod?

11 A. Rod Whitten.

12 Q. And did Rod sell metal carports that came with
13 stamped plans?

14 A. Rod sells metal carports. They all come with
15 stamped plans, and he was a frequent flier in the office,
16 and he decided just to have all his plans stamped, I
17 suppose. Before I got there, they had a book of plans
18 that had stamps on them. It was done by the previous
19 building official in the department. When we switched to
20 CitizensServe, you know, there were individual sets of
21 plans stored in the computer, so we got individual sets
22 of plans for each product, you know. It is hard to have
23 a book in the office with plans in it and inspect it in
24 the field, so CitizensServe allows you to have those
25 plans in the field at the place you are looking at by

1 calling them up on the computer.

2 Q. So in the past -- help me understand. In the
3 past, did some of the folks that sell these metal
4 carports provide kind of the standard plans for the
5 different carports they sold and you just had them in the
6 office?

7 A. With the stamps on them, yes.

8 Q. Do you know Larry Burton?

9 A. I know Larry Burton.

10 Q. Is his group one of the ones that had supplied a
11 CD or anything?

12 A. No. He was a newer vendor.

13 MR. HOPKINS: You need to let her finish
14 her question before you answer.

15 THE WITNESS: Excuse me.

16 Q. [Ms. Burton] We are talking over each other.
17 It happens.

18 A. Sorry.

19 Q. No. It's fine. Did Mr. Burton and his crowd
20 ever supply a CD to the building codes department with
21 engineered drawings on it for the carports they were
22 selling?

23 A. Not to my knowledge.

24 Q. So when the department changed from people
25 coming in and applying for permits to doing the

1 CitizensServe, then is that when you guys started
2 requiring a plan for each carport that was being
3 constructed loaded up into the computer? Is that what
4 you are telling me?

5 A. They were doing that before I got there also,
6 so, I mean, when you have a construction project, you
7 submit your plans, you know, and you have to have custody
8 of those plans in some fashion so your inspectors can
9 look at them, so when we had CitizensServe, every time
10 you made a submission, you brought a copy of those plans.
11 That way you knew you were on the right carport from the
12 right manufacturer and you knew the right requirements.

13 Q. Did you ever talk to Larry Burton or any of the
14 folks he worked with about the requirement for engineered
15 plans?

16 A. Specifically, I can't call that up. I can tell
17 you that I talked to a lot of the vendors or the vendors
18 about their plans from time to time.

19 Q. When you say "vendor," did you mean people like
20 Mr. Burton and Mr. Whitten?

21 A. Yes.

22 Q. Okay. But you don't just specifically recall
23 dealing with that business about engineered plans?

24 A. No.

25 Q. Do you know whether Mr. Burton was telling

1 potential customers that the building codes department
2 was favoring Mr. Whitten?

3 A. No.

4 Q. Did you ever hear a rumor that he was telling
5 people that?

6 A. Not during my employment, not until the end.

7 Q. Okay. Do you know whether Mr. Burton had told
8 Miss Cammick that you just were favoring Mr. Whitten?

9 A. No.

10 Q. Do you know whether he told Mr. McCall that you
11 guys were favoring Mr. Whitten?

12 A. No.

13 Q. Do you know whether any of your staff members
14 ever advised any potential permittee that Mr. Whitten had
15 the ability to provide engineered plans?

16 A. Not to my knowledge. That would have been a
17 disciplinary situation if it had occurred.

18 Q. Did anybody ever report to you that any of your
19 subordinate employees were advising people that came in
20 to apply for a permit that Mr. Whitten could provide
21 engineered drawings?

22 A. No.

23 Q. We were talking about the discussion you had
24 with Miss Cammick on March 8, 2017, and I think you told
25 me that you explained the need for engineered drawings

1 several times and that you showed her a set of engineered
2 drawings.

3 A. As an example.

4 Q. As an example. What happened after you showed
5 her those drawings?

6 A. Like I said, she asked me if I was trying to
7 steer her to buy from that place, which I said "No. I am
8 trying to show you an example." She had already bought
9 the product anyway, and I asked her if there was anything
10 I could help her with. She said again she didn't
11 understand. I said "We have kind of gone over all that.
12 I don't have anything else I can say on that. Is there
13 anything else I can help you with," and she said "No,"
14 and I went back to my office.

15 Q. Had you ever met her before?

16 A. I met Miss Cammick in the hallways. I knew she
17 was on council. I didn't have a relationship with her.

18 Q. So you had just kind of seen her in passing?

19 A. Well, you know your council people.

20 Q. Right. But you hadn't had any direct
21 interaction with her before?

22 A. No.

23 Q. What was Miss Cammick's demeanor during this
24 meeting?

25 A. Slightly aggressive.

1 Q. Okay.

2 A. You know, it's like you have got a council chair
3 that is pushing you about permitting her, so --

4 Q. Well, I mean, did she say anything to you like
5 "I am on council"?

6 A. She wouldn't have to say that. You already know
7 that. I mean, you intuitively know that. You went
8 through the elections, and she is on council. I mean, I
9 got the distinct feeling that -- I got the distinct
10 feeling walking away from the conversation it wasn't
11 over.

12 Q. Okay. Did Miss Cammick provide the engineered
13 drawings?

14 A. She permitted the same day, yes.

15 Q. So she came back with engineered drawings?

16 A. I think -- I don't know. I went back to my
17 office. I know she was permitted that day, so I assume
18 they came in on fax or email to us.

19 Q. So she provided the required information, to
20 your knowledge?

21 A. To my knowledge, yes.

22 Q. And was the structure erected on her property?

23 A. Yes.

24 Q. Did your department inspect said structure?

25 A. Yes.

1 Q. Who conducted the inspection?

2 A. One of the inspectors. I don't know.

3 Q. Now, I want to turn your attention to paragraph
4 No. 14 in Exhibit No. 1.

5 A. Okay.

6 Q. Did you attend the budget, finance and
7 administration council committee meeting referred to in
8 that paragraph?

9 A. No, ma'am.

10 MR. LOGAN: I'm sorry. What was the
11 answer?

12 THE WITNESS: No.

13 MR. LOGAN: Thank you.

14 Q. [Ms. Burton] In paragraph 14, there is a
15 description that says that Defendants McCall and Cammick
16 voiced frustration with the building department because
17 Defendant Cammick was required to get engineering
18 documentation and a building permit for a structure they
19 felt did not need those requirements. Do you see that
20 sentence?

21 A. I do.

22 Q. How do you know that actually occurred if you
23 didn't attend the meeting?

24 A. There is a YouTube video of it.

25 Q. Okay. So you watched YouTube?

1 A. After I was terminated, yes.

2 Q. So prior to your termination, you didn't know
3 anything about the meeting?

4 A. No.

5 Q. Okay. Have you read, looked at, listened to
6 that video or what was discussed?

7 A. I have listened to it, and I briefly scanned
8 through the --

9 Q. The transcripts?

10 A. The transcript, yeah.

11 [Defendants' Exhibit 4 was marked for
12 identification.]

13 Q. [Ms. Burton] Let me hand you Exhibit No. 4 to
14 your deposition. This, Mr. Stokes, purports to be a
15 transcript from Oconee County budget, finance and
16 administrative meeting on April 25, 2017. The first --
17 and I know the meeting was longer and they didn't
18 transcribe every part of it, but the first part
19 indicates that it is Mr. McCall speaking.

20 A. Yes.

21 Q. Is this portion of what he said what you are
22 referring to in paragraphs 14 and 15 of your lawsuit
23 paper?

24 A. Yes. This is the conversation.

25 Q. Okay. So this is it, right?

1 A. This is it.

2 Q. Okay. There isn't some other statements or
3 anything that were made outside of this conversation that
4 you are complaining about?

5 A. No.

6 Q. All right. And then it goes on in Exhibit No. 4
7 and has some comments by Miss Cammick. Are those the
8 conversations that you are referencing in Exhibits 14 and
9 15 of your complaint?

10 A. Yes.

11 Q. In paragraph 16 of your complaint, you say that
12 Defendants McCall and Cammick communicated to the Journal
13 newspaper these same falsehoods with reckless disregard
14 to the truth of the allegations. Do you see that?

15 A. I do.

16 Q. What is the basis for your statement that they
17 communicated with the newspaper?

18 A. They were quoted in the newspaper. It was
19 verbatim kind of where you're going right here. I did
20 not see them do it.

21 Q. So do you know whether they actually talked to
22 the newspaper reporter or whether the newspaper reporter
23 watched YouTube on the Oconee County channel?

24 A. I don't know. They did communicate in one
25 fashion, though, or other.

1 Q. What do you mean by that?

2 A. The reporter knows what they said in the
3 meeting.

4 Q. Okay. Do you know whether the reporter who
5 wrote the story attended the meeting?

6 A. No.

7 Q. So you don't know whether the reporter is just
8 repeating what was said at the meeting or whether there
9 was a separate conversation?

10 A. No, I don't.

11 Q. Tell me whether you're aware of any complaints
12 that any residential home builder, trade contractor or
13 general contractor made to Wayne McCall.

14 A. There was a complaint that they had a meeting
15 over, Darren Nichols.

16 Q. Darren Nichols?

17 A. Uh-huh [yes].

18 Q. What is Mr. Nichols' occupation?

19 A. He is a home builder.

20 Q. And how do you know that Mr. Nichols complained
21 to Mr. McCall?

22 A. They had a meeting discussing some blocking
23 requirements and framing that Mr. Nichols was required to
24 do on his structures.

25 Q. And he is a house builder?

1 A. Yes, he is.

2 Q. And the issue Mr. Nichols had with the code
3 department is how you were requiring him to do framing?

4 A. Yes.

5 Q. And he fussed at Mr. McCall, I guess?

6 A. Yes.

7 Q. And how do you know that occurred?

8 A. Mr. Moulder discussed it with me.

9 Q. Do you recall approximately when you talked with
10 Mr. Moulder about that?

11 A. No, I don't.

12 Q. Do you know of any other complaints that were
13 made directly to Mr. McCall about the building codes
14 department?

15 A. Not in detail, no.

16 Q. How about rumor in general? Do you know
17 anything about that?

18 A. There are always rumors.

19 Q. Okay. What did you hear?

20 A. I can't think of anything in particular.

21 Q. Okay. Well, turn to paragraph 15 of your
22 complaint, please, sir. Paragraph 15, you say
23 "Defendants McCall and Cammick also asserted that they
24 had received numerous citizen complaints regarding
25 customer service and delays with the Plaintiff's

1 department and that Plaintiff had blackballed certain
2 contractors and businesses within Oconee County, all of
3 which is false." Did you see that allegation?

4 A. Yes.

5 Q. Do you know whether Defendants McCall and
6 Cammick actually received numerous citizen complaints
7 about your department?

8 A. No, except for what is in the document here and
9 what was said in the meeting.

10 Q. Okay. So you don't know whether people were
11 complaining about your department or not truthfully?

12 MR. HOPKINS: Object to the form.

13 THE WITNESS: Would you restate that for
14 me?

15 Q. [Ms. Burton] You do not know whether folks,
16 citizens, were complaining about your department to those
17 two council members?

18 MR. HOPKINS: Object to the form.

19 Q. [Ms. Burton] Do you?

20 A. Not precisely, no.

21 Q. Are you aware that some contractor, trade
22 contractor, residential home builder folks showed up at
23 Mr. McCall's shop to complain about the building codes
24 department?

25 A. Yes. This is the meeting Mr. Moulder talked to

1 me about.

2 Q. You told me that was Mr. Nichols.

3 A. He was probably one of the members.

4 Q. So you knew there were other folks that showed
5 up?

6 A. I knew there were a couple others, yes.

7 Q. So you at least were aware that some group of
8 folks showed up at Mr. McCall's shop to complain about
9 the building codes department?

10 A. That's correct.

11 Q. Prior to your termination?

12 A. That's correct.

13 Q. And Mr. Moulder told you about that?

14 A. Yes.

15 Q. Because he had gone to that meeting?

16 A. Yes.

17 Q. Did that concern you?

18 A. Concerned me that the meeting was taking place,
19 yes.

20 Q. Turn your attention, if you would, please, to
21 page four of the summons and complaint, Exhibit No. 1.

22 In the first cause of action, Mr. Stokes, you have
23 alleged a claim against Mr. McCall and Miss Cammick and
24 Ocone County for slander.

25 A. That's correct.

1 Q. Are you aware of that?

2 A. Uh-huh [yes].

3 Q. In paragraph 21, you allege that the Defendants
4 made false statements and published them to third
5 persons. Do you see that?

6 A. Yes.

7 Q. And I just want to make sure I know the universe
8 of the false statements. Are there any false statements
9 you contend were made about you by any of the Defendants
10 other than what is contained in Exhibit 4 that were made
11 at the budget, finance and administration meeting on
12 April 25, 2017?

13 A. No.

14 Q. So this is it?

15 A. That's it, and every time the YouTube video is
16 played.

17 Q. But there aren't other occasions where you say
18 they made false statements about you?

19 A. No.

20 Q. All right. Let's turn your attention, please,
21 sir, to page five of the complaint which is part of
22 Exhibit No. 1. I want to make sure I understand your
23 allegations contained in paragraph 28 on page five.

24 A. That's correct.

25 Q. Okay. You allege that Oconee County retaliated

1 against you and terminated you because you were opposing
2 violations of applicable building codes, laws, statutes,
3 regulations, standards and/or policies and procedures.

4 A. That's correct.

5 Q. Do you see that?

6 A. Yes, I do.

7 Q. Can you tell me what codes, laws, statutes,
8 regulations, policies and procedures you are referring
9 to?

10 A. Nothing particularly, but the proper application
11 of the building code was in my purview and that's what we
12 were doing, permitting requirements, applying the
13 building code correctly and uniformly.

14 Q. Okay. Help me, Mr. Stokes. We can look at the
15 allegations or we can just talk about it directly. Why
16 are you saying you were wrongfully terminated?

17 A. Because I feel like I was terminated because I
18 was properly doing my job, uniformly doing my job,
19 properly administering the codes as I read them and as
20 the commentaries that we had as references describe the
21 requirements and the sections.

22 Q. And what are we talking about? Metal storage
23 building?

24 A. Yes. The metal storage building is an example.

25 Q. Well, I mean, is there another example that you

1 think "I was trying to enforce the code and somehow I got
2 fired for doing that"?

3 A. No.

4 Q. So is it Miss Cammick's metal storage building
5 that we are really talking about?

6 A. Well, we are talking about Miss Cammick's
7 storage building, and they also talked about pouring
8 concrete footers at a later date in that meeting.

9 Q. Okay. So the storage building, and what
10 footings are we talking about?

11 A. Mr. McCall discusses pouring concrete footings
12 and not passing an inspection on a footer that wasn't
13 complete.

14 Q. Okay. Do you know what property or building
15 project that refers to?

16 A. I do think I know what project it was. There
17 was a project that Jessie Mase, one of my inspectors,
18 called me on Good Friday and said that the concrete
19 footings weren't finished and they had been called for
20 inspections, they didn't even have the steel in place or
21 the forms up and that he was going to reschedule the
22 inspection.

23 Q. Was it on a house?

24 A. Yes.

25 Q. Who was the builder?

1 A. I don't know who the builder was. I know that
2 Southern Basement & Wall, I believe, was doing the work.

3 Q. They were doing the foundation work?

4 A. They were doing the footings, yes.

5 Q. Do you know where the property is?

6 A. I believe it is on Evergreen. It was on Lake
7 Keowee somewhere, Evergreen Circle or something like
8 that.

9 Q. So I want to understand. Mr. Mase called you in
10 the office and he said "I got called out here to do a
11 footing inspection and they aren't even ready for it"?

12 A. That's correct.

13 Q. And they didn't have the rebar in?

14 A. That's correct.

15 Q. And they hadn't poured all the concrete?

16 A. Hadn't poured any concrete.

17 Q. So they had holes in the ground?

18 A. They had trenches in the ground, yes.

19 Q. And they didn't call him out for some sort of
20 soil test to make sure the bearing capacity was correct?

21 A. That is typically a test that is done when you
22 do a footing inspection.

23 Q. Okay. So you test the bearing capacity at the
24 bottom of the footings?

25 A. Yes.

1 Q. So was that what he was called out to test, the
2 bearing capacity?

3 A. He was called to do the bearing capacity to
4 inspect the footings to see if they were per the plan on
5 the house.

6 Q. Initially, he would inspect the bearing capacity
7 before the footings were poured, right?

8 A. Of course.

9 Q. Okay. So did he go out and inspect the bearing
10 capacity?

11 A. He did both. He was there to inspect the
12 footings, so he was there to inspect the bearing
13 capacity, that the steel and stuff was in place as
14 required by the building code and the forms were up and
15 erected level.

16 Q. Okay. And they had the trenches dug, but they
17 didn't have the forms and all the rebar in?

18 A. That's correct.

19 Q. So he said "Hey, they are not ready for me."
20 Why did he call you?

21 A. Because I think he was getting a little flak
22 from the superintendent, wanted him to pass without it
23 being complete.

24 Q. Did he get any flak about not going back out in
25 a timely manner?

1 A. I didn't give him any flak for that.

2 Q. Did anybody else give him any flak about it?

3 A. Well, I got calls from Edda about it. I think I,
4 was out in the field that day, too. When I got back to
5 the office, I had some phone calls to return about it,
6 and I talked to the owner of the property, but I didn't
7 give Jessie any flak about it. I mean, we were doing
8 inspections. We had a long list of people that we were
9 inspecting. Jessie had a flat tire that day, and, you
10 know, we just had to continue on with our inspection. It
11 was kind of a standard routine, if people weren't ready
12 for inspection, that you rescheduled them for the next
13 business day.

14 Q. So Jessie went out and they didn't have
15 everything in place, and then I gather that Southern
16 Basement & Wall wanted Jessie to come back out when it
17 was in place, and he was unable to do so?

18 A. That would be correct.

19 Q. And concrete truck was there ready to pour?

20 A. There were no concrete trucks there, to my
21 knowledge, no.

22 Q. And apparently somebody got so disgruntled that
23 they called this council member to fuss?

24 A. Uh-huh [yes].

25 Q. Do you know who that was?

1 A. I believe it was Joel Perkins.

2 Q. Who is Joel?

3 A. I think he was the property owner.

4 Q. So you heard from Miss Cammick that she was
5 receiving complaints about this particular issue?

6 A. Yes. I think I got back and I had a message to
7 call Joel or Edda. I don't remember exactly which one it
8 was. I talked to both of them that day. I talked to
9 Edda twice, and I talked to Mr. Perkins twice.

10 Q. Okay. Do you know whether there was a concern
11 by the subcontractor that they had called for the cement
12 delivery, but were unable to pour because they couldn't
13 get an inspector back out?

14 A. I think that's a typical complaint. You know,
15 the inspections are supposed to be called when the
16 footings are complete ready to pour, and they are not
17 supposed to call or have concrete there until they are
18 sure they can pour, so, you know, if you have somebody
19 that's got a concrete truck sitting there, which I don't
20 believe was the case, before they had the footings
21 inspected, it would be bad business.

22 Q. How did you resolve this issue?

23 A. I talked to Mr. Perkins and explained the
24 situation, and he agreed that I could inspect them the
25 following business day, which was Monday.

1 Q. So this happened on Friday and then they waited
2 until Monday, and did you send somebody back out?

3 A. I told Mr. Perkins I would send somebody out on
4 the first inspection to check his footings.

5 Q. And did that occur?

6 A. That did occur.

7 Q. Did the footings pass?

8 A. Yes.

9 Q. So it was a citizen complaint to a council
10 member. You agree with me about that?

11 A. Yes.

12 Q. Okay. We have been going over an
13 hour-and-a-half, so let's take a five-minute break.

14 A. That's fine.

15 Q. Does that suit you?

16 A. That's great.

17 [Short recess.]

18 Q. [Ms. Burton] Mr. Stokes, you told me earlier
19 about a conversation you had with Edda Cammick in the
20 building codes office. Did you ever talk with Miss
21 Cammick again about any issue?

22 A. I talked to Miss Cammick on Good Friday about
23 the concrete footings issue.

24 Q. About the Joel Perkins house?

25 A. That's correct.

1 Q. And tell me what the conversation was with her
2 that day.

3 A. Miss Cammick wanted to know why we hadn't
4 inspected the footings, why we wouldn't go back to
5 inspect them.

6 Q. And what did you report?

7 A. I told her that the footings weren't ready and
8 that we had a massive schedule that day and the inspector
9 had to go to the next job and that he had a flat tire he
10 had to fix, which further delayed him on doing the
11 balance of the inspections he had for that day.

12 Q. What did she say?

13 A. She said "That's a lousy excuse for not going
14 back."

15 Q. The flat tire is a lousy excuse?

16 A. Yes.

17 Q. Anything else?

18 A. She wanted me to talk to Mr. Perkins, and she
19 wanted me to call her back.

20 Q. So she asked you to call the homeowner?

21 A. Yes. And I already had, I think, a note to
22 return a call to Mr. Perkins.

23 Q. And did you call her back after you spoke to
24 him?

25 A. I did.

1 Q. What was that conversation?

2 A. I told Miss Cammick that I talked to Mr. Perkins
3 and he was going to be inspected first thing Monday
4 morning and he had agreed to it.

5 Q. What did she say?

6 A. She said "Okay."

7 Q. So as far as you were concerned, it was
8 resolved?

9 A. Yes.

10 Q. Did she tell you to go ahead and pass the
11 footing inspection anyway?

12 A. No.

13 Q. Have you ever spoken to Mr. McCall?

14 A. Mr. McCall called me January or February of the
15 same year, and he told me he just wanted to tell me that
16 he had had lunch at a restaurant with a bunch of
17 contractors and that they were tickled to death with the
18 way the department was going, all the customer service we
19 gave them and how much we helped them and he wanted me to
20 keep up the good work.

21 Q. And this was '17?

22 A. This was '17.

23 Q. Have you ever had any other conversation with
24 him?

25 A. Mr. McCall came into my office soon after I got

1 employed at the county and he wanted to discuss building
2 a building on his property for his work, and he asked me
3 a question that previously he had been turned down for
4 having too big a footing by Oconee County building
5 inspectors, and he wanted to know what I thought about
6 that. I said "I don't know how you have too big a
7 footing."

8 Q. I was kind of wondering the same thing myself.

9 A. Too small, but not too big. He said "Okay. I
10 just wanted to see how you looked at things," and he
11 left.

12 Q. Any other conversations with Mr. McCall?

13 A. Nothing but a casual hello maybe that I can
14 recall.

15 Q. Any other conversations with Miss Cammick?

16 A. No.

17 Q. How did you learn that your employment was being
18 terminated?

19 A. As we previously discussed, I had a standing
20 meeting with Mr. Moulder every other Thursday, I believe,
21 and we had active shooter training on Wednesday and my
22 meeting was with Mr. Moulder on Thursday, and I called
23 him sometime around lunch and said "I have got time if
24 you have got time if you want to do this early." He said
25 "No. Come on down at the scheduled time," so I went into

1 the office and we went into Mr. Moulder's office. He
2 closed the door, and he said "I hate to tell you this,
3 but I am letting you -- I have to let you go."

4 Q. Okay.

5 A. And, of course, you know, there was pretty dead
6 silence there for a moment or two, and I said "I don't
7 understand. What's going on?" And he said, you know,
8 there was a meeting and there was some accusations about
9 incompetence and not knowing the codes and permitting
10 issues and complaints from contractors, stuff like that,
11 and he said "I got to let you go; nothing I can do about
12 it."

13 Q. Okay. What else did he say?

14 A. We talked about getting terminated and what the
15 exit looked like, told him I was frustrated that somebody
16 would complain about my efficiency on the job as far as
17 my competence with codes go, talk like that.

18 Q. So he told you that there was concerns about
19 your competency?

20 A. There was talk in the meeting, yes.

21 Q. Did he tell you what meeting he was referring
22 to?

23 A. The budget and finance meeting that happened on
24 Tuesday.

25 Q. So the meeting that we have the exhibit from?

1 A. Right.

2 Q. I'm sorry. That is Exhibit 4. So he said in
3 the meeting, at the budget and finance committee meeting,
4 there was a concern about your competency?

5 A. Yes.

6 Q. Okay. And about permitting issues? Yes?

7 A. Something about a metal shed and permitting.

8 Q. And what questions did you ask?

9 A. I didn't ask him an enormous amount of
10 questions. I asked him, you know, what the exit was
11 going to look like, probably asked him questions about
12 the meeting.

13 Q. What does that mean, what the exit is going to
14 look like?

15 A. I am sitting in a chair. I have just gotten
16 fired, so I have got to exit my employer and I have got
17 to exit the building, what does that look like, you know,
18 am I going to be accompanied by somebody back to my
19 office, do I get a chance to clear my office out, can I
20 talk to my employees, you know, what about the work I
21 have got that I need to finish up, those type things.

22 Q. What was his response about how the exit was
23 going to look?

24 A. He said I could go back to my office, I could
25 talk to my employees and I could gather my things up and

1 I could leave. I wouldn't be accompanied.

2 Q. But you were to leave that day?

3 A. Yes.

4 Q. Anything else you remember about the
5 conversation with Mr. Moulder?

6 A. No.

7 Q. It's my understanding that you appealed.

8 A. I did.

9 Q. Okay. And that your appeal was denied?

10 A. The grievance committee actually stated that I
11 should be reemployed or something like that and that
12 Mr. Moulder upheld my termination.

13 [Defendants' Exhibit No. 5 was marked for
14 identification.]

15 Q. [Ms. Burton] Okay. Let me hand you a document
16 I have marked as Exhibit No. 5 to your deposition. Did
17 you receive this letter indicating that Mr. Moulder
18 decided to uphold your termination?

19 A. I did.

20 Q. Was the employee handbook online or on the
21 server at the county?

22 A. I think it was.

23 Q. Okay. I mean, did you have a hard copy of it?

24 A. I had a hard copy in my office.

25 Q. Were you hired people to work in your department

1 and you told me there were people that were hired during
2 your tenure, were you responsible for assuring that they
3 received the employment documents, or was that always
4 handled by HR?

5 A. HR handled that.

6 Q. Was there any online employment information
7 accessible to you?

8 A. I'm sure there was.

9 Q. I mean, did you ever look at it, or you just
10 know it was there?

11 A. I had hard copies. If I wanted to look
12 something up, I would look it up.

13 Q. Okay.

14 A. I'm kind of a paper person.

15 Q. Did the county periodically update the employee
16 handbook?

17 A. They did.

18 [Defendants' Exhibit 6 was marked for
19 identification.]

20 Q. [Ms. Burton] Let me hand you a document I have
21 marked as Exhibit No. 6 to your deposition. Is that your
22 signature on Exhibit 6?

23 A. It is.

24 Q. And do you recall why you were asked to sign
25 this form in September of 2012?

1 A. No; except for maybe some continuing education
2 with the HR department.

3 Q. Did you go to training like sexual harassment
4 type training?

5 A. Yes.

6 Q. I want to look again, please, sir, at Exhibit
7 No. 1, which is the summons and complaint. I want to
8 look at paragraph No. 29.

9 A. All right.

10 Q. In paragraph 29, you allege that you suffered
11 certain damages --

12 A. Yes.

13 Q. -- in the lawsuit, and I want to discuss those
14 with you and how they are calculated, if I can. Let me
15 also, to aid us in this endeavor, hand you Exhibit No. 7
16 to your deposition.

17 [Defendants' Exhibit 7 was marked for
18 identification.]

19 Q. [Ms. Burton] Are you aware, Mr. Stokes, that we
20 served written questions on your counsel and that you
21 provided those responses?

22 A. Uh-huh [yes].

23 Q. Yes?

24 A. Yes.

25 Q. And did you review these responses before they

1 were provided to us?

2 A. Yes.

3 Q. All right. So if you would, please, sir, turn
4 your attention to page seven of ten.

5 A. Uh-huh [yes].

6 Q. Question six, we asked you to state each item or
7 category of damage that you are claiming against
8 Defendant McCall in the lawsuit.

9 A. Uh-huh [yes].

10 Q. And question seven, we asked you to identify how
11 the damages are calculated. Do you see that?

12 A. Uh-huh [yes].

13 A. Yes.

14 Q. All right. It appears in both the complaint in
15 paragraph No. 29 and in answer to the interrogatory No. 6
16 and No. 7 that you are asserting a claim against my
17 client, Mr. McCall, for lost wages. Is that true?

18 A. Yes.

19 Q. Can you please tell me the amount of that claim?

20 A. I do not have a definite amount.

21 Q. How are we going to calculate an amount?

22 A. I reckon we will have to put everything together
23 and calculate it that way.

24 Q. Do you have any understanding sitting here today
25 how you intend to calculate your claim for lost wages?

1 A. Wages that I didn't earn during the period of
2 time I was unemployed, difference in pay from here to the
3 end of my retirement age, you know, benefits as far as
4 retirement goes, insurance benefits that I would have had
5 and enjoyed while I was still employed, those type of
6 things.

7 Q. Tell me -- and I'm slow -- when you worked for
8 Seneca, were you in the state retirement plan?

9 A. I was.

10 Q. And how many total years do you have in the
11 state retirement plan?

12 A. I think about 14, 13 or 14 years.

13 Q. And are you eligible at some point to receive
14 state retirement given your tenure in the plan?

15 A. Yes.

16 Q. When are you eligible to receive state
17 retirement?

18 A. I believe it's 62.

19 Q. At age 62?

20 A. I think it starts at 55 or 62, yeah. I am not
21 exactly sure.

22 Q. How old are you now?

23 A. I am 62 right now, so I think I qualify for
24 Social Security and retirement.

25 Q. Can you qualify for benefits under the state

1 retirement plan currently?

2 A. Yes.

3 Q. Have you applied for benefits under the plan?

4 A. No.

5 Q. Why not?

6 A. Because I don't want to start taking my benefits
7 right now.

8 Q. Does it increase if you delay receiving the
9 benefits under state retirement?

10 A. Not unless I'm working.

11 Q. Say that one more time. Help me understand.

12 A. It does if I'm working.

13 Q. If you are working, you get less of a payment?

14 A. I get more of a payment.

15 Q. More of a payment?

16 A. Substantially more overtime. It is also based
17 on your three highest years.

18 Q. At an agency that qualifies?

19 A. Yes.

20 Q. So it is based on your three years at Oconee
21 County?

22 A. Yes.

23 Q. So you would receive state retirement based on
24 your last paid salary three years?

25 A. Yes, average highest three years.

1 Q. I assume that's at Oconee, as opposed to Seneca?

2 A. Yes, it is, yes.

3 Q. And then now you are accruing more contribution
4 into the state retirement system?

5 A. Yes.

6 Q. With LLR?

7 A. Yes.

8 Q. When you worked at Oconee County, were you on
9 the state health plan?

10 A. I was on Oconee County's health plan.

11 Q. Which was what?

12 A. Blue Cross Blue Shield or something like that,
13 P.A.I.

14 Q. P.A.I., Planned Administrators?

15 A. Yeah, yeah.

16 Q. Also part of Blue Cross?

17 A. Yeah.

18 Q. So was Oconee County self-funded; do you know?

19 A. They are self-funded. They got reinsurance and
20 all that stuff behind it.

21 Q. And you participated in that plan?

22 A. I did.

23 Q. And do you participate in the state health plan
24 with LLR?

25 A. I do.

1 Q. And that is administered by Blue Cross?

2 A. Yes.

3 Q. Do you believe those benefits are comparable?

4 A. I think in some ways Oconee's were better.

5 Q. Okay. And in other ways, is the state plan
6 better?

7 A. Probably equal in other ways.

8 Q. Okay. What are their benefits? You mentioned
9 benefits to me a moment ago. Other than retirement and
10 health, what other benefits are you claiming damages for?

11 A. Being comped.

12 Q. Let's focus on benefits for the moment.

13 A. Okay.

14 Q. Just benefits like health, life, disability,
15 that kind of stuff?

16 A. Right.

17 Q. Any others you are claiming other than health, I
18 guess, and retirement?

19 A. Health and retirement, yes.

20 Q. When you were terminated from Oconee County, did
21 you elect to continue coverage?

22 A. No.

23 Q. So did you have any health insurance coverage?

24 A. I had secondary insurance. I had Golden Rule
25 catastrophic coverage.

1 Q. So you purchased an individual policy with
2 Golden Rule?

3 A. I did.

4 Q. And you did not -- were you offered continuation
5 coverage?

6 A. Of course.

7 Q. But you elected not to?

8 A. I couldn't afford it.

9 Q. Okay. Then, compensation, when you left Oconee
10 County, What was your pay?

11 A. 71, \$72,000 range.

12 Q. And you said to me you are making 49?

13 A. Yes, round numbers.

14 Q. Okay. How long do you intend to work with LLR,
15 assuming they keep you?

16 A. Until full retirement age.

17 Q. Which is what for you?

18 A. I think it is 66-and-a-half, somewhere in that
19 range.

20 Q. You mean when you can draw Social Security?

21 A. And Medicare.

22 Q. Okay. You can get Medicare when you're 65?

23 A. You have to be 65, yeah. I think full benefits
24 are 66-and-a-half for me.

25 Q. So we talked about -- I want to make sure I

1 cover the things that you are claiming. We talked about
2 lost wages, which you have not calculated at this point?

3 A. That's correct.

4 Q. We talked about loss of benefits, which you told
5 me you have not calculated, but would include health and
6 retirement benefits?

7 A. Yes.

8 Q. And are there any other damages that you are
9 claiming that can be calculated? I know you have some
10 for emotional distress and the like.

11 A. No.

12 Q. Any others that you would use a calculator to
13 cipher?

14 A. Not at this time.

15 Q. Now, tell me, you indicate in answer to
16 interrogatory No. 6 that you are claiming damages for
17 emotional distress, anxiety, humiliation, sleeplessness,
18 psychological pain.

19 A. Yes.

20 Q. Do you see those?

21 A. Yes.

22 Q. Have you been treated by any medical provider
23 for any of those conditions?

24 A. I have a little bit of tendency toward
25 depression, sleeplessness, and I have gone to my general

1 practitioner, upped my doses on antidepressant,
2 anti-anxiety drugs and requested something to help me
3 with sleep because I wasn't sleeping. I was ruminating
4 all night.

5 Q. Who is your family practice doctor?

6 A. Dr. Duffy at Carolina Integrated Medicine.

7 Q. Where is that?

8 A. It is in Clemson.

9 Q. How long has Dr. Duffy been your primary doctor?

10 A. I went to Duffy probably a month or two before I
11 was fired.

12 Q. That was the first time you started seeing him?

13 A. Yes, yeah.

14 Q. When did Dr. Duffy first prescribe any sort of
15 antidepressant or antianxiety medication for you?

16 A. When I went to her, I was already on those
17 medications.

18 Q. Who had prescribed them to you previously?

19 A. My previous doctor was Dr. Sanders at Mountain
20 Lakes Internal Medicine.

21 Q. Sanders?

22 A. Yeah, spelled like Sanders, I think.

23 Q. Okay. At Mountain Lakes?

24 A. Mountain Lakes Internal Medicine.

25 Q. How long did you see Sanders?

1 A. Several years.

2 Q. And Sanders had prescribed for you what
3 medications?

4 A. Wellbutrin and Buspar.

5 Q. Buspar?

6 A. Buspar.

7 Q. And that was to treat depression?

8 A. Depression is the Wellbutrin. Anxiety is the
9 Buspar.

10 Q. How long had you been taking medications for
11 anxiety or depression?

12 A. I have been taking medications as needed since
13 probably late '90s, for a while.

14 Q. And other than Dr. Sanders, who else have
15 prescribed those medications for you?

16 A. You are testing my memory. I went to Nurse
17 First at Oconee Memorial, and I went to Seneca Medical
18 Associates prior to that.

19 Q. Who did you see at Seneca Medical Associates?

20 A. Dr. Ramey.

21 Q. I'm sorry. Nurses First?

22 A. Nurse First. It is a nurse practitioner first
23 outfit.

24 Q. Who did you see there?

25 A. Kay Lynn Olmstead, O-L-M-S-T-E-A-D, I believe.

1 Q. So you had been taking anti-anxiety and
2 antidepressant medications for some long period of time?

3 A. Yes, as needed. Typically I had problems in the
4 fall and winter.

5 Q. And then you said more recently, prior to being
6 terminated, you had gone to see Dr. Duffy, and it was
7 Duffy prescribing medications?

8 A. At that time, extra.

9 Q. And you have since gone to see Dr. Duffy and got
10 increasing dosages of those medications or different
11 medications?

12 A. No; same medications, just increased dosages.

13 Q. And you said you got something for sleep. What
14 did you get for sleep?

15 A. It's called Doxazosin.

16 Q. And are you currently taking that?

17 A. Yes.

18 Q. How long have you been taking Doxazosin?

19 A. Over a year now, maybe a little longer.

20 Q. Have you ever taken a sleep medication
21 previously?

22 A. I was prescribed Ambien.

23 Q. Who gave you the Ambien?

24 A. I think it was Dr. Sanders, but I only took a
25 few doses of it.

1 Q. Have you ever seen a psychologist?

2 A. Yes.

3 Q. Who?

4 A. Dr. Ray Addison.

5 Q. Addison?

6 A. Uh-huh [yes].

7 Q. Where is Dr. Addison?

8 A. He is in Seneca.

9 Q. What period of time did you see Dr. Addison?

10 A. I have seen the Drs. Addison probably since -- I
11 took my kids to him in the early 2000s and saw him off
12 and on up to the present time.

13 Q. You still see Addison?

14 A. I haven't in six months, eight months.

15 Q. Okay. Have you ever seen a psychiatrist?

16 A. No.

17 Q. Have you ever seen any other type of mental
18 health professional?

19 A. Yeah. I went to see -- Jonell and I went to see
20 Ross Collins.

21 Q. What kind of person is Collins?

22 A. Marital stuff and children issues.

23 Q. For family counseling?

24 A. Family counseling, yeah.

25 Q. Anybody else that you have seen?

1 A. Huh-uh [no].

2 Q. No?

3 A. No.

4 Q. Have you ever been treated in any hospital for
5 any kind of mental health issue?

6 A. No.

7 Q. Have you ever been treated by any medical
8 provider or any other kind of provider for any substance
9 abuse issues?

10 A. No.

11 Q. In answer to interrogatory, you indicate that
12 you lost standing in the community.

13 A. Yes.

14 Q. Do you see that?

15 A. Yes.

16 Q. Can you enlighten me about that, please, sir?

17 A. Well, my character was slandered, and I was
18 accused of being a criminal, taking money, bribery.
19 People, contractors and people I know, a lot of them
20 won't talk to me right now. If I am in a Lowe's or
21 something, they will turn around and go the other way.
22 People that would normally carry on good conversations
23 with me just say hi and bye. I get a similar thing from
24 people at church.

25 Q. What church do you attend?

1 A. I go to St. Andrews in Clemson.

2 Q. What kind of church is that?

3 A. Catholic Church.

4 Q. Are you saying your fellow parishioners don't
5 talk to you?

6 A. They talk to me, casual, but it's not the warm
7 conversations I used to have.

8 Q. They are not as friendly?

9 A. Not as friendly.

10 Q. Have any of them told you why they are not as
11 friendly?

12 A. No.

13 Q. So you just perceive they are not as friendly?

14 MR. HOPKINS: Object to form.

15 THE WITNESS: I perceive, yes.

16 Q. [Ms. Burton] True?

17 A. Yes. Perceptions are reality when you're in
18 that situation.

19 Q. Has anybody expressed to you any reason why they
20 are not as friendly to you as they used to be?

21 A. No.

22 Q. And you said you see contractors out at stores
23 and they won't talk to you?

24 A. The majority of them, no.

25 Q. Have you talked to any of them and said "Hey,

1 what's up"?

2 A. I stop them and speak to them and just kind of
3 hi and bye, you know. If you stop them, confront them,
4 they will speak to you, and then they leave shortly.

5 Q. Has any person said anything to you where they
6 said "I think less of you" or anything that ties back to
7 this council meeting?

8 A. No. They haven't spoken directly to me. My son
9 that runs the tire shop has heard it two or three times
10 from different contractors.

11 Q. Tell me about that.

12 A. "Your dad's a crook," you know, "got what he
13 deserved." Some of the people that worked for the city
14 said the same thing to him.

15 Q. So who's told your son -- wait a minute.

16 A. I don't know names.

17 Q. Your son, tell me which one.

18 A. Nathan.

19 Q. Who's told Nathan something bad about you?

20 A. City workers. He didn't tell me who. And he
21 changes tires and works on contractors' trucks, and I
22 think at least three contractors have mentioned it to
23 him.

24 Q. Do you know who they are?

25 A. No. My son didn't tell me that.

1 Q. Are we talking about City of Seneca?

2 A. Yes.

3 Q. So your son has reported to you that people have
4 been talking bad about you?

5 A. Yes.

6 Q. And said that you are a crook?

7 A. Yes.

8 Q. And you said that you had been accused of being
9 a criminal. Who accused you of being a criminal?

10 A. Wayne McCall.

11 Q. Where did he accuse you of being a criminal?

12 A. He said I had a sweet deal going on with a
13 contractor.

14 Q. He said you personally had a sweet deal going on
15 with a contractor?

16 A. It was in reference to me, "The building
17 department has a sweet deal going on."

18 Q. You took that in reference to you?

19 A. I am head of the building department.

20 Q. Anybody else? Other than your son recounting
21 that people have said things about you, has anybody else
22 told you that they heard bad things about you?

23 A. I have had some contractors tell me they have
24 heard that and they didn't think that was me.

25 Q. Who?

1 A. Danny Pelfrey for one.

2 Q. Danny who?

3 A. Pelfrey.

4 Q. Pelfrey?

5 Q. Who is Mr. Pelfrey?

6 A. He is a contractor in Oconee County.

7 Q. Who does he work for?

8 A. He works for himself right now. He was working
9 for KM Services at the time he told me that.

10 Q. And he said what? "I heard something nasty
11 about you, but I think you are a good guy?

12 A. "I heard that stuff." He said "I didn't believe
13 it."

14 Q. So he thought you were still a good guy?

15 A. Yeah.

16 Q. Who else?

17 A. I can't remember any names right now.

18 Q. Anybody else that's told you they heard
19 something bad with you?

20 A. There have been other people. Right now, I am
21 not remembering the names.

22 Q. I mean, are they other contractor type people?

23 A. Contractors, friends. I mean, I have had some
24 consolation from friends.

25 Q. Consolation about getting fired?

1 A. Yeah, consoling you, sorry about it, that type
2 stuff, "We heard what they said. We have seen it on
3 YouTube."

4 Q. Have you told anybody to look at the YouTube
5 channel and look at this meeting?

6 A. Yeah, I think so.

7 Q. Who have you said "Hey, you need to look at
8 this"?

9 A. I told Danny to look at it.

10 Q. So you told Mr. Pelfrey?

11 A. Yeah.

12 Q. Did you tell your son Nathan to look at it?

13 A. I told Nathan it was on YouTube, yes.

14 Q. Did you tell any of your other children to look
15 at it?

16 A. No.

17 Q. Did you tell your wife to look at it?

18 A. I am not married.

19 Q. You were.

20 A. I am divorced.

21 Q. You were at the time?

22 A. No. I was separated.

23 Q. At the time of your termination, you were
24 separated from Lori?

25 A. Yes.

1 Q. You looked at the YouTube channel why?

2 A. Why?

3 Q. Yeah.

4 A. Because my employees told me the meeting was on
5 there and that's where the information was coming from.

6 Q. What employees told you that?

7 A. The people that worked at Oconee in my
8 department. They had apparently watched it prior to me
9 getting terminated or after me getting terminated.

10 Q. So did they tell you to look at it before you
11 were terminated or after?

12 A. After.

13 Q. Which ones told you to look at it?

14 A. Stephen Sobeck, I believe.

15 Q. So he said "Hey, you need to go check out this
16 YouTube channel"?

17 A. Something like that.

18 Q. And is that why you looked at it?

19 A. Yes.

20 Q. Okay. Prior to being terminated, had anybody
21 said anything to you about what had happened in the
22 counsel meeting?

23 A. No. I did have some questions from Wanda Roach
24 and Scott Carroll about the department being dismantled
25 the day it happened.

1 Q. They thought maybe it was going to be
2 dismantled?

3 A. They came in my office at different times and
4 asked me, you know, can the county shut down the
5 department, and I said no. I said "They have got to have
6 some kind of building department. It is state mandated,
7 so they can shut it down and hire a third party, but they
8 can't do away with codes." I think that was their
9 question, can they do away with the codes department. I
10 said "It will have to exist in some form or the other."

11 Q. Did you ask them "Hey, why are you asking me
12 that"?

13 A. No.

14 Q. Did they say "Hey" --

15 A. No.

16 Q. -- "I have got this concern my job is going to
17 be eliminated for some reason"?

18 A. Well, I mean, there was a background sense of
19 concern from most employees at that time about their
20 jobs.

21 Q. Why?

22 A. Because people were being pushed out of the jobs
23 in the county and being pressured. I mean, gossip goes
24 around in the county.

25 Q. You mean there were positions being eliminated?

1 A. There have been positions eliminated, yes.

2 Q. So everybody was worried their position might
3 get eliminated next?

4 A. Well, when you transition from an administrator
5 that you trust and are behind and then council people
6 start pressuring different people to leave their jobs,
7 then people in the county get worried.

8 Q. Okay. Anything else you want to tell me about
9 the damages you are claiming in the case that we have not
10 talked about?

11 A. I have suffered a lot of sleepless nights. I
12 have been overly stressed. I had a stroke right before
13 Christmas that was stress related, according to my
14 doctor.

15 Q. When did you have the stroke?

16 A. I had a stroke the Friday before Christmas.

17 Q. This past year?

18 A. Yes.

19 Q. So December 24th, 2017?

20 A. 23rd, 22nd, 23rd. It was Friday. It was a TIA
21 or T something.

22 Q. And did you go to the hospital?

23 A. Yes. I was admitted to the hospital.

24 Q. What hospital?

25 A. Oconee.

1 Q. How long did you stay in the hospital?

2 A. I stayed overnight until about four or five
3 o'clock the next day.

4 Q. What treatment were you given for the stroke?

5 A. I was told that I had had a transient ischemic
6 attack, that my tests were fairly clear, and they
7 recommended I go see -- no, they didn't recommend
8 anything, told me take an aspirin and go see my general
9 practitioner.

10 Q. Follow up with the doctor?

11 A. Take an aspirin.

12 Q. And have you since had any treatment?

13 A. I went and saw my practitioner.

14 Q. And?

15 A. And she started going over stress issues and
16 relaxing and talking about what happened to me in the
17 last year. She recommended some dietary changes and some
18 exercise and wanted me to be screened by a neurologist.

19 Q. Okay. Did you see a neurologist?

20 A. It's been a fiasco trying to get an appointment
21 with a neurologist. I haven't gotten one yet, but I have
22 been referred to Neuroscience out of Greenville, and they
23 have lost my referral, and they called me with the
24 appointment, I believe, last week or week before when I
25 had a meeting in Columbia. They haven't called me back

1 to reschedule.

2 Q. Have you seen any heart doctors related to this
3 stroke?

4 A. No; but I was cleared for my heart and stuff
5 during the stroke.

6 Q. Okay. At the hospital?

7 A. Yeah. They were treating me for a heart attack
8 when the ambulance picked me up at my son's shop and took
9 me to the hospital.

10 Q. Okay. Have you done any work with your son?

11 A. I mentor him all the time.

12 Q. I mean, have you worked at his shop at all?

13 A. Yeah, I work at his shop. I helped him clean it
14 up and get it ready. I don't do mechanical work.

15 Q. Anything else you want to tell me about your
16 damages, Mr. Stokes? This is the time. And if you want
17 to take a break, I'm happy to take a break.

18 A. I would like a minute.

19 Q. Sure. Of course.

20 [Short recess.]

21 Q. [Ms. Burton] Mr. Stokes, you ready?

22 A. I am.

23 Q. Before we took a brief break, we were talking
24 about the damages you are claiming against Mr. McCall or
25 Miss Cammick or the county in the lawsuit, and we

1 discussed quite a number of different types of damages.

2 Is there any other damages you want to discuss with me?

3 A. Outside of emotional distress, anxiety,
4 embarrassment, humiliation, sleeplessness, psychological
5 pain and stroke, no.

6 Q. And you contend that your stroke was caused by
7 being terminated in May?

8 A. I'm sure that the stress, additional stress that
9 was on me for those months was contributory, yes.

10 Q. Okay. And you feel like -- tell me why you were
11 stressed out in the latter part of last year after you
12 became employed by LLR.

13 A. Being employed by LLR doesn't do anything to
14 alleviate what happened to me at Oconee County the way I
15 was discharged, and it's a reduction in pay. It is
16 a long arduous five-hour drive back and forth when I was
17 working locally in my county where I grew up, where my
18 father is in a nursing home, where my family lives.

19 Q. What five-hour drive are you talking about?

20 A. Columbia, two-and-a-half hours down,
21 two-and-a-half ours back. I am just saying it is -- the
22 job is not a relief from what happened to me at Oconee.

23 Q. Okay.

24 A. You know, where I lived ten, 15 minutes away
25 from work in the county I grew up in.

1 Q. How often do you go to Columbia?

2 A. I went every day for the first two or three
3 weeks, and I go several times a month or whenever
4 summoned. I go for all IRC meetings and all board
5 meetings and any special meetings they call.

6 Q. Are you still looking for a job?

7 A. No, ma'am.

8 Q. Have you applied back at Trehel?

9 A. No.

10 Q. Why not?

11 A. I just don't want to work for them anymore.

12 Q. I'm sorry. Did you tell me earlier that was the
13 highest paying job you had was Trehel?

14 A. It was about equal to what my last pay was at
15 Ocone. It was right at around 70.

16 Q. Is Trehel the biggest contractor located around
17 this area?

18 A. No, by no means.

19 Q. Who is the biggest located around this area?

20 A. The Greenville area?

21 Q. Well, Greenville, obviously there is a bunch of
22 big contractors.

23 A. They are in Greenville now.

24 Q. Did you apply with any of the contractors in
25 Greenville, Harper?

1 A. No.

2 Q. Fluor?

3 A. No.

4 Q. Any of those?

5 A. [Witness shakes head].

6 Q. MacTech, anybody over there?

7 A. No general contractors, no.

8 Q. Why not?

9 A. Didn't want to go back in the private sector.

10 Q. Why?

11 A. Just didn't.

12 Q. Any particular reason you didn't like that?

13 MR. HOPKINS: Object to the form.

14 THE WITNESS: I wanted to stay local at
15 home.

16 Q. [Ms. Burton] Are there any general contractors
17 located in Anderson or Oconee County?

18 A. I'm sure there are.

19 Q. Did you apply with any of those?

20 A. No.

21 Q. You just didn't want to work for a private
22 contractor?

23 A. No.

24 Q. So the jobs you were looking for were state or
25 county?

1 A. Code related, yes.

2 Q. Look at, if you would, Exhibit No. 7, which is
3 the answers to interrogatories, and I wanted to ask you
4 about the witnesses you identified. Listing the
5 witnesses begins on page two of ten of Exhibit 7. You
6 have listed, looks like, all the council members. Have
7 you talked with any of the other council members you
8 listed, Mr. Cain, Mr. Davis or Mr. Hart, about any of the
9 issues involved in this lawsuit?

10 A. No, ma'am.

11 Q. So are they listed simply because they were on
12 council and attended the meeting?

13 A. And participated in that meeting, yes.

14 Q. Okay. You have listed Miss Brock as a witness.

15 A. Yes.

16 Q. What does she know about this lawsuit?

17 A. It's my understanding that Amanda witnessed
18 Wayne McCall telling Scott Moulder to terminate everybody
19 in my department but Scott Carroll the afternoon I was
20 terminated.

21 Q. Say that to me one more time.

22 A. Amanda witnessed Wayne McCall ordering Scott
23 Moulder to terminate everybody in my department but Scott
24 Carroll.

25 Q. The day you were terminated?

1 A. Yes.

2 Q. Before or after you were fired?

3 A. Before.

4 Q. So Amanda overheard Mr. McCall tell Mr. Moulder
5 to get rid of everybody in codes except for Carroll?

6 A. Right.

7 Q. And how do you know Amanda witnessed such a
8 conversation?

9 A. Casey Neal was passing by in the hall when it
10 was going on.

11 Q. Casey Neal wandered by and overheard it?

12 A. I don't know why Casey was in the hall, but she
13 overheard it.

14 Q. And she reported that to you?

15 A. She reported it through Wanda Roach. I heard it
16 from Wanda Roach.

17 Q. Okay. So Wanda told you that Casey told her
18 that she heard that Amanda overheard a conversation
19 between Mr. McCall and Mr. Moulder?

20 A. Amanda was there.

21 Q. I'm sorry. Go ahead.

22 A. Amanda, Mr. McCall and Mr. Moulder.

23 Q. Have you asked Amanda if that is true?

24 A. No.

25 Q. So your knowledge of that is third hand or

1 fourth hand, I guess?

2 A. Yes.

3 Q. All right. Anything else you believe that Miss
4 Brock knows?

5 A. No.

6 Q. You have listed Ernie Beck. What does Mr. Beck
7 know about this lawsuit?

8 A. Mr. Beck is director of vehicle maintenance, and
9 he instructed -- he told Jessie Mase to bring his car
10 back to vehicle maintenance or they would come get it
11 over the flat tire when he was at -- Good Friday at the
12 concrete footings that he had called me about Joel
13 Perkins and Wayne were involved in.

14 Q. So Mr. Beck simply knows that the car had a flat
15 tire and he was going to provide service?

16 A. Yeah. He was going to change the tire. The
17 county doesn't want employees out in the road changing
18 cars and jacking them up, changing tires.

19 Q. So he simply knows there was a flat tire
20 incident?

21 A. He knows and told Jessie they would come get him
22 and bring it back to the shop and fix the tire.

23 Q. Did they do that?

24 A. Yeah.

25 Q. How about Sheila Wald? What does she know about

1 your lawsuit?

2 A. She is director of HR.

3 Q. Other than being in that position, is there
4 something you think she particularly knows about the
5 lawsuit?

6 A. No. She's just got general knowledge of
7 everything that went on.

8 Q. And Miss Burton?

9 A. She was on the grievance committee.

10 Q. So you have listed all the members of the
11 grievance committee?

12 A. I have.

13 Q. And that is because they heard your grievance?

14 A. That's right.

15 Q. You have got Casey Neal.

16 A. Uh-huh [yes].

17 Q. Who was your permit technician?

18 A. That's correct.

19 Q. And Casey is listed as a witness, I guess,
20 related to the Amanda conversation?

21 A. And Edda Cammick about her permit for her
22 carport.

23 Q. So she was in the office when Miss Cammick came
24 in to apply for the permit?

25 A. Yes, she was.

1 Q. Have you talked to her about that?

2 A. No.

3 Q. Have you talked to Miss Neal since your
4 employment was terminated?

5 A. I told her good-bye. I don't believe I have
6 talked to her much since then or any.

7 Q. How about Miss Adams?

8 A. Same thing with Cynthia. I have not talked to
9 her since I left.

10 Q. And I assume she is listed because she
11 interacted with Miss Cammick regarding the permit?

12 A. That's correct.

13 Q. Is she the person that would have issued Miss
14 Cammick the permit?

15 A. She was the person that was working with Miss
16 Cammick, yes.

17 Q. All right. Mr. Ramey, what is he listed for?

18 A. He is an inspector and another one of my -- two
19 of my inspectors were in the office. I believe it was
20 Jake.

21 Q. When, sir?

22 A. When I was talking to Miss Cammick.

23 Q. So he witnessed that conversation?

24 A. Yes, I believe he did.

25 Q. How about Mr. Carroll? Why is he listed?

1 A. He was privy to that conversation, too. His
2 office is adjacent to the permitting room. His door is
3 always open.

4 Q. Have you talked with Mr. Ramey or Mr. Carroll
5 about that conversation?

6 A. No.

7 Q. Do you know that they overheard the
8 conversation, or you're just assuming they did?

9 A. I am assuming, pretty high confidence, that
10 Scott did, of course.

11 Q. How about Jake?

12 A. And Jake.

13 Q. How about Miss Addis at DHEC? What is she
14 listed for?

15 A. Her desk was adjacent to Cynthia Adams, and she
16 was there at the time of Edda Cammick applying for a
17 permit.

18 Q. And she is actually an employee of DHEC?

19 A. Yes, she is or was.

20 Q. And she is listed because you assume she also
21 listened to that conversation?

22 A. I know she listened to that conversation.

23 Q. How do you know?

24 A. Because she was at her desk when I was talking
25 to Miss Cammick.

1 Q. I mean, has she said something to you like "I
2 overheard that discussion"?

3 A. Well, they are as close as you and I are, just
4 about. I am sure they overheard the conversation.

5 Q. Has she discussed it with you in any way?

6 A. No.

7 Q. How about Marcelo Reyes?

8 A. I believe Marcelo might have been in the office
9 at that time.

10 Q. When Miss Cammick came in?

11 A. Yes. It was at the close of the day.

12 Q. How about Jessie Mase?

13 A. Jessie Mase is there because he was the
14 inspector at the concrete footing.

15 Q. The house inspection issue?

16 A. Right, where he was probing the soil and
17 checking for the bearing capacity, the forms weren't up,
18 there was no steel in the footings.

19 Q. How about Mr. Sobeck?

20 A. There was a potential he was in the office to
21 overhear the conversation with Miss Cammick also.

22 Q. And Miss Roach? What does she know about any of
23 this?

24 A. She worked as an administrator in the office at
25 the time Miss Cammick was there. She managed the permit

1 techs and serviced CitizenServe from an electronic
2 standpoint, processed most of the incoming permits
3 online, and she heard -- I think she heard what was going
4 on with Miss Cammick also.

5 Q. Have you talked with any of these employees,
6 whether they are still employed there or not, any of
7 these folks that you have listed as employees at Oconee
8 County since your termination?

9 A. I talked to Sobeck a couple times because he
10 goes to my son's shop for tire work and mechanical work.

11 Q. Have you talked to him at all about your
12 employment or the termination of your employment?

13 A. I refuse to talk to him about that.

14 Q. Anybody else you have talked to since your
15 employment terminated?

16 A. I talked to Wanda Roach a couple times to see
17 how her parents were doing, how she was doing. Her
18 parents were in bad health.

19 Q. Have you talked to her about anything related to
20 the termination of your employment?

21 A. Not in depth, no.

22 Q. Well, at all?

23 A. Yeah, I have spoken to her about it.

24 Q. Tell me what that conversation was.

25 A. Just what happened and why it happened, where it

1 came from, those type things.

2 Q. What opinions did she offer?

3 A. I don't believe Wanda offered me opinions, but
4 just a nice shoulder to kind of cry on.

5 Q. So you vented to her, I guess?

6 A. Yeah, I guess you could say that.

7 MS. BURTON: Let me look over my notes. I
8 think I am about done, but I am going to let
9 Mr. Logan down here ask you some questions.

10 EXAMINATION

11 BY MR. LOGAN:

12 Q. I am Jim Logan, and I represent Oconee County
13 and Miss Cammick. We will just follow the same exhibit
14 numbers, and I think this will be No. 8.

15 [Defendants' Exhibit 8 was marked for
16 identification.]

17 Q. [Mr. Logan] I will represent to you this was
18 attached to the discovery responses that your attorney
19 filed in this matter. I assume, but want your statement
20 to this effect, that this is the newspaper article that
21 you were referring to.

22 A. It is.

23 Q. Okay. Other than this newspaper article, has
24 there been any other newspaper article regarding this
25 incident, to your knowledge?

1 A. I don't believe in the newspaper there has, no,
2 not to my knowledge.

3 Q. All right. And as far as you know, the
4 newspaper wrote this article based upon either the author
5 being present or based upon the video of the council
6 meeting; is that correct?

7 A. Yes.

8 Q. You are not aware of any conversations or
9 communications that either Miss Cammick or Mr. McCall had
10 directly with the author of that newspaper article?

11 A. No.

12 Q. All right.

13 [Defendants' Exhibit 9 was marked for
14 identification.]

15 Q. [Mr. Logan] I will represent to you that this
16 was also attached to your attorney's discovery responses.

17 A. Correct.

18 Q. You have seen that letter before?

19 A. Yes, I have.

20 Q. That's the letter dated May 16th, 2017?

21 A. It is.

22 Q. Is the information as far as what the county
23 contended and what you contended in this grievance
24 procedure correct?

25 A. Yes.

1 Q. Also attached to your discovery responses was a
2 document that is identified as "Chapter Six, Buildings
3 and Building Regulations." Are you familiar with what I
4 am talking about?

5 A. Yes, sir.

6 Q. And I don't have an extra copy of this, but --

7 MR. HOPKINS: I don't need it.

8 [Defendants' Exhibit 10 was marked for
9 identification.]

10 Q. [Mr. Logan] All right, sir. Tell me in your
11 own words what this is.

12 A. This is the chapter in Oconee County code of
13 ordinances that regulates buildings and building
14 inspection.

15 Q. Building inspections?

16 A. Uh-huh [yes], the department.

17 Q. All right. So if you will look at -- you will
18 see some numbers down at the bottom, says Plaintiff and
19 then it's got a series of numbers in the bottom right
20 corner.

21 A. 0005.

22 Q. Okay. If you will flip over to the page that's
23 got 0008, do you see that?

24 A. I do.

25 Q. Look at section 6-47, International Residential

1 Code.

2 A. Uh-huh [yes].

3 Q. Okay. I will just read it into the record.

4 "The latest edition of the International Residential Code
5 as updated by act of the South Carolina Buildings Code
6 Council or other applicable authority, from time to time,
7 and its respective administration sections contained in
8 chapter one and appendices A, B, N and Q, as well as such
9 additional changes or additions to the International
10 Building Code or Residential Code identified below, are
11 hereby adopted and incorporated into this chapter of the
12 Oconee County Code of Ordinances by reference." Did I
13 read that correctly?

14 A. Correctly.

15 Q. Below that, "The following changes or additions
16 to the International Residential Code are hereby
17 adopted." Did I read that correctly?

18 A. Yes.

19 Q. Section 105.2, quote, "Work exempt from permit,"
20 end quote, "Building," quote, "One, one-story detached
21 accessory structures, provided the floor area does not
22 exceed 400 square feet." Did I read that correctly?

23 A. Yes.

24 Q. That's what you were referring to as the 400
25 square foot requirement; is that right?

1 A. Uh-huh [yes].

2 Q. If you look under that, it says "Ordinance No.
3 2013-11." That was adopted in 2013; is that correct?

4 A. I believe it was adopted prior to that. I think
5 this is when the '12 code was adopted, so it was carried
6 over with the '12 code. It was there before I got to
7 Oconee County.

8 Q. When you became the building official, you knew
9 this provision was there; is that correct?

10 A. This is it existed prior to my employment, yes.

11 Q. Whether it was there prior to your employment or
12 not, you had knowledge that it was there when you assumed
13 that job; is that right?

14 A. I did.

15 Q. Okay. And that's what you were attempting,
16 according to your testimony, to enforce; is that right?

17 A. That's correct.

18 Q. All right. Now, flip over to page ten down at
19 article three, "Administration," county code section
20 6-81, "County codes department." Do you see where I am
21 reading, subparagraph B? "The codes department shall be
22 headed by a building official who shall be appointed by
23 and serve at the pleasure of the chief administrative
24 officer." Did I read that correctly?

25 A. Yes, you did.

1 Q. Who is the chief administrative officer?

2 A. Scott Moulder.

3 Q. Thank you, sir. Now, let's go back to we have
4 talked about Miss Cammick's request for a building permit
5 for the structure.

6 A. Right.

7 Q. She came into your office for a building permit;
8 is that right?

9 A. Yes.

10 Q. Okay. So by coming in for a building permit,
11 would you assume that she was seeking to comply with the
12 provision that I read earlier from section 6-47?

13 A. Yes.

14 Q. Okay. Now, I want you to be as specific as
15 possible. You can give me numbers, you can give me
16 citations, whatever. I want to know the exact provisions
17 that you interpret or that you discerned required for
18 there to be stamped plans for the Cammick structure she
19 was asking for a permit for.

20 A. Well, the structure is not represented in the
21 IRC, the International Residential Code. There are no --

22 Q. What do you mean, it's not referenced?

23 A. The code is a prescriptive code.

24 Q. Okay.

25 A. So it has wood construction chapters, metal stud

1 chapters. It has prescription written codes that an
2 inspector can use to inspect a property, and these metal
3 buildings aren't included in that.

4 Q. Are not included?

5 A. Are not included in that book.

6 Q. Okay.

7 A. So that property -- I mean, that structure is
8 accepted under the provisions of alternate materials and
9 methods, which is an administrative chapter.

10 Q. What section?

11 A. I can't recall that off the top of my head.

12 Q. Administrative chapter of what?

13 A. Of the International Residential Code, chapter
14 one.

15 Q. Is the International Residential Code not in the
16 document I have been asking you about?

17 A. That is the document that this code references
18 that I use for administration and code enforcement.

19 Q. All right. Tell me where it is referenced in
20 the International Residential Code, what section.

21 A. It is in chapter one. I don't know a specific
22 section.

23 Q. Chapter one?

24 A. Yes.

25 Q. What does that section say that you interpret as

1 requiring stamped drawings?

2 A. Well, it says I am allowed to accept alternative
3 materials and methods. Then later on in that section
4 another place in that chapter --

5 Q. Same chapter one?

6 A. Same chapter one -- it talks about construction
7 documents, and it says that the building official is
8 supposed to inspect and look over and approve
9 construction documents, also gives me the ability to
10 request further information if I need it from design
11 professionals, which design professionals would be
12 engineers, architects and related type people, so with
13 assembling these sections and the way they are supposed
14 to be administered would come down to a structure that is
15 not represented in the building code or in the
16 residential code, there is no prescriptive guidance in it
17 at all to inspect it, so we want a set of instructions
18 that are approved by an engineer for things like wind
19 loads, uplift and strength so we can inspect that
20 structure on the ground. Otherwise, we don't really know
21 by code what we are looking at.

22 Q. Does it say stamped drawings in those sections?

23 A. Those sections say design professionals. The
24 State of South Carolina says stamped drawings through the
25 Architectural Board and through the Engineers and

1 Surveyors Board.

2 Q. Okay. So chapter one of that code is what you
3 based your interpretation on that, in addition to a
4 building permit, there had to be stamped drawings showing
5 this project?

6 A. Yes.

7 Q. Okay. Anything else besides that chapter?

8 A. No.

9 Q. Now, as I understand your testimony, it is your
10 contention that on March the 8th of 2017, you spoke
11 directly in your office with Miss Cammick.

12 MR. HOPKINS: Object to the form.

13 THE WITNESS: That is correct.

14 MR. LOGAN: I'm sorry. What is the basis
15 of the objection?

16 MR. HOPKINS: It's been asked and
17 answered. He already testified March 8th he
18 spoke to Miss Cammick. I think we are going
19 over the same stuff. I will say "objection to
20 the form." I am not telling you not to ask
21 them. I think it's been asked and answered.

22 MR. LOGAN: Thank you, sir. Appreciate
23 that edification.

24 Q. [Mr. Logan] I looked at my calendar. March 8th
25 was a Wednesday. Is that consistent with your

1 recollection?

2 A. Wednesday or Thursday.

3 Q. Wednesday or a Thursday?

4 A. Yeah.

5 Q. Okay. What time of day was it?

6 A. It was later afternoon.

7 Q. How late?

8 A. Three to five.

9 Q. Okay. And I am looking for discovery responses.
10 Who all was in -- I want to know specifically who all was
11 in that office at that time. Was Casey Neal there?

12 A. Casey had left.

13 Q. So Casey was not there?

14 A. No.

15 Q. Was Cynthia Adams there?

16 A. She was.

17 Q. Okay. And is she the one that I believe you
18 said talked directly with Miss Cammick?

19 A. Yes.

20 Q. Is that correct?

21 A. That's correct.

22 Q. And was explaining the process to her?

23 A. Yes.

24 Q. Was Jake Ramey there?

25 A. Not in that room, no.

1 Q. What room was he in?

2 A. He could have been in the adjacent room. That
3 is where the inspectors come after work.

4 Q. Did he communicate in any way to you or Miss
5 Cammick?

6 A. No.

7 Q. Was Scott Carroll there?

8 A. He was in his office, which was adjacent to that
9 room.

10 Q. Was the door open or shut?

11 A. Open.

12 Q. Did he communicate to you and/or Miss Cammick in
13 any way?

14 A. No.

15 Q. Jennifer Addis, was she there?

16 A. Yes.

17 Q. Is her office separate?

18 A. It is one office with three desks in it, and she
19 was adjacent to Cynthia Adams.

20 Q. Did she communicate in any way with Miss
21 Cammick?

22 A. No.

23 Q. Marcelo Reyes, is that a male or female?

24 A. It's a male.

25 Q. All right. Did he communicate in any way with

1 Miss Cammick?

2 A. No.

3 Q. Was he in the office?

4 A. He was in the office, I believe, yes.

5 Q. He was in the what?

6 A. He was in the office, but not in that room.

7 Q. Okay. Stephen Sobeck, was he present?

8 A. May have been. I don't know for sure.

9 Q. Wanda Roach, was she present?

10 A. She was in her office, adjacent room to where we
11 were.

12 Q. Door open or shut?

13 A. Open.

14 Q. Did she communicate in any way with you and Miss
15 Cammick?

16 A. No.

17 Q. Okay. So the only people, if I understand
18 correctly, that were communicating with Miss Cammick on
19 that day when she came in was Cynthia Adams, and then you
20 approached and joined in the conversation?

21 A. That's right.

22 Q. Is that your testimony?

23 A. Yes.

24 Q. And whether or not these others who may or may
25 not have been there heard anything is pure speculation on

1 your part?

2 A. It is speculation, yes.

3 Q. Okay. Was that day, the first day, that first
4 and only day that Miss Cammick came in, to your
5 knowledge?

6 A. For a permit for a shelter, yes.

7 Q. For the shelter that is in question in this
8 case?

9 A. Yes.

10 Q. That was the only day?

11 A. That I am aware of.

12 Q. That you are aware of, okay. Now, if I
13 understand your testimony correctly, when you had these
14 discussions with Miss Cammick, she simply told you that
15 she didn't understand why these stamped drawings were
16 required. Is that a fair statement?

17 A. It's a fair statement.

18 Q. Okay. She just had a question about them; is
19 that right?

20 A. That's right.

21 Q. And the requirement?

22 A. [Witness nods affirmatively.]

23 Q. And you told her your version of what the
24 requirement or what the code required; is that right?

25 A. Yes.

1 Q. Okay. She didn't ask you to do anything
2 contrary to what your interpretation of the code
3 required, did she?

4 A. No. There was no direction.

5 Q. She got a permit, she brought in the requested
6 drawings; is that correct?

7 A. They were brought into the office, yes.

8 Q. And she wouldn't have had the permit without it?

9 A. Prior to permitting, of course.

10 Q. But at no time did she ask you to do anything
11 contrary to your interpretation of the applicable code or
12 codes of Oconee County or International Building Code or
13 whatever, did she?

14 A. No.

15 Q. And she didn't ask you to violate any of those
16 codes or provisions, did she?

17 A. No.

18 Q. Did you ever speak with the person or persons
19 who wrote the newspaper article?

20 A. No.

21 Q. And the only other communication you had with
22 Miss Cammick I believe you testified to had to deal with
23 the incident concerning the concrete truck showing up and
24 the inspector not being there because he had a flat tire;
25 is that right?

1 A. Yes.

2 Q. And the only thing she asked you to do or to
3 explain to her was why that inspection had not been made?

4 A. Why it wasn't returned or redo the inspection
5 the same day.

6 Q. Return the same day and then asked you to call
7 the property owner, right?

8 A. Yes.

9 Q. Again, didn't ask you to violate any provisions
10 of any codes or rules of law regarding Oconee County, did
11 she?

12 A. No.

13 Q. As I understand it, your educational background
14 is a high school diploma from --

15 A. Seneca High.

16 Q. Seneca High and then additional education at
17 Greenville Tech; is that right?

18 A. Greenville Tech, yes.

19 Q. So immediately after high school graduation, you
20 went into the workforce?

21 A. Yes.

22 Q. Doing the jobs that Miss Burton was asking you
23 about; is that right?

24 A. [Witness nods affirmatively.]

25 Q. I'm not sure that the record is as clear or at

1 least it's not clear in my mind. I would like to know
2 what licenses you have held over the years specifically.

3 MR. HOPKINS: Object to the form.

4 Q. [Mr. Logan] You can answer. He is just doing
5 his job.

6 A. I have a building official's license.

7 Q. Is that still active?

8 A. Yes. It was renewed.

9 Q. Okay.

10 A. I had an electrical contractor's license, which
11 is on standby or retired or something while I am working
12 at the state. I have a plumbing license, and then I have
13 all my certifications from the International Code
14 Council.

15 Q. Have any of your licenses ever been suspended?

16 A. Not in South Carolina, no.

17 Q. What other states have they been suspended in?

18 A. I had a builder's license in Florida that was
19 suspended.

20 Q. Why?

21 A. Because I went bankrupt and could not complete
22 my work.

23 Q. Okay. Any others besides that that have been
24 suspended?

25 A. I had an electrical license at the City of

1 Seneca when they had an electrical board and the board
2 was disbanded, so I don't know it was suspended. It just
3 ceased to exist. Outside of that, no.

4 Q. Have you ever had any licenses revoked?

5 A. The Florida license.

6 Q. That was the one that was suspended?

7 A. Yes.

8 Q. And then it was ultimately revoked?

9 A. Yes.

10 Q. For the reasons you have already stated?

11 A. Yes.

12 Q. Any other licenses besides those that you have
13 mentioned?

14 A. No.

15 Q. As I count, since you were dismissed from Oconee
16 County, you made six or seven job applications; is that
17 correct?

18 A. [Witness nods affirmatively.]

19 Q. And you have identified those with specificity;
20 is that correct?

21 A. I have.

22 Q. Okay. And that is the universe of the job
23 applications that you have sought since you were
24 dismissed?

25 A. That's correct.

Q. Okay. Lori Sons, is that the lady that you were married to between 2014 and 2016?

A. It is.

Q. S-O-N-S?

A. S-O-N-S.

Q. And does she still reside in Oconee County?

A. No.

Q. Where does she live?

A. Austin, Texas.

Q. When did she move to Austin, Texas?

A. September of last year, of '17.

Q. Was she a native of Oconee County?

A. No.

Q. How long did she live in Oconee County?

A. 27 years, 25 years.

Q. What did she do in Oconee County?

A. She was an architect.

Q. Did she have her own firm?

A. She worked for multiple people, and she ultimately had her own firm, yes.

Q. What was the name of her firm?

A. Convergence by Design.

Q. Where was it located?

A. Seneca.

Q. Do you know how long she had that firm?

1 A. Four or five years.

2 Q. Who are some of the people that she worked with
3 before she organized her own firm, if you recall?

4 A. She worked for Batson.

5 Q. Batson?

6 A. Batson group out of Greenville. She worked for
7 an architect here, Lonnie Watt, I believe, in Anderson.
8 She worked for another architect in Greenville that was
9 in the same building, but I can't remember his name now.

10 Q. Okay. What type of architect was she?
11 Industrial, commercial, residential?

12 A. She first started out being residential, and
13 then she turned into a commercial licensed architect.

14 Q. Okay. Did y'all divorce?

15 A. Yes, we did.

16 Q. And that was in 2016?

17 A. It was final in '17.

18 Q. Was that in Oconee County?

19 A. Yes, it was.

20 Q. What were the grounds for that divorce?

21 A. We just were incompatible.

22 Q. Irreconcilable differences?

23 A. Yes.

24 Q. These morning meetings that you had with
25 inspectors when you were in that position, I believe you

1 said those were to go over mistakes that had been made in
2 code interpretations?

3 A. They were debriefing meetings from the day
4 before that were to answer questions that were for
5 training, both as far as codes go and customer service.

6 Q. Did you ever discuss at those meetings any
7 complaints that had been made from property owners or
8 people requesting their services or needing their
9 services?

10 A. Certainly.

11 Q. So there were complaints periodically that had
12 to be addressed during these meetings?

13 A. Yes. When you cost people money, you are
14 enforcing building codes, you get resistance.

15 Q. So it was not uncommon to have complaints from
16 citizens?

17 A. Not minor complaints, no.

18 Q. Were there ever any complaints that y'all
19 addressed that you were applying the wrong code or codes
20 to any particular project?

21 A. Yes.

22 Q. I would like to take about a five-minute break,
23 but I think I'm through. Are you through?

24 MS. BURTON: I have got a couple
25 follow-ups.

1 MR. LOGAN: Let's take about a five-minute
2 break.

3 [Short recess.]

4 MR. LOGAN: That's all the questions I've
5 got.

6 EXAMINATION

7 BY MS. BURTON:

8 Q. I've got just a few follow-ups. Tell me who
9 DeeDee was that worked for you.

10 A. DeeDee?

11 Q. Uh-huh [yes].

12 A. She was an inspector. I forgot about her.

13 Q. And did you get lots of complaints about
14 DeeDee's performance?

15 A. I had some complaints about DeeDee.

16 Q. Did you let DeeDee go?

17 A. DeeDee fell in the bathroom --

18 Q. And?

19 A. -- on a mopped floor one day, and I being myself
20 and wanting to take care of everybody, I sent her down to
21 HR, and they took her down to get a drug test because she
22 had an accident, and she didn't survive the drug test.

23 Q. So she had drugs in her system?

24 A. Yeah.

25 Q. So she was terminated?

1 A. She was.

2 Q. Do you know when that occurred?

3 A. No, no particular days, no.

4 Q. Do you know what year it occurred in?

5 A. Before I hired Jake and Jessie. Well -- yeah,
6 she was there before. '16, late '15 or '16, somewhere in
7 there.

8 Q. Okay.

9 A. I never called her DeeDee, though.

10 Q. What did you call her?

11 A. Dee.

12 Q. You mentioned in response to Mr. Logan's
13 questions that you filed for bankruptcy protection.

14 A. I did.

15 Q. Was that individually or as a company?

16 A. It was individually.

17 Q. Was that a Chapter 7 bankruptcy?

18 A. I think so. 11 is for business, isn't it?

19 Q. Do you know when that was?

20 A. That was probably in '90, '89, '91, somewhere in
21 there. It is off my record now.

22 Q. You mentioned CitizensServe. Can citizens also
23 lodge complaints on the CitizensServe website?

24 A. They do. They can. They basically related to
25 the International Property Maintenance Code. I don't

1 remember any of them coming in against inspectors.

2 Q. Who reviewed the complaints filed on
3 CitizensServe?

4 A. The permit staff.

5 Q. Was there a person whose job it was --

6 A. Wanda did most of it, but when Wanda wasn't
7 there, the other girls did.

8 Q. And if there was a complaint on CitizensServe,
9 would they bring that to your attention to deal with?

10 A. Yeah. If there was a property complaint, we
11 would put it on the schedule and have somebody go out and
12 look at it.

13 Q. By "property complaint," are we talking about
14 abandoned buildings?

15 A. Substandard housing, grass, rats, litter, cars,
16 you name it.

17 Q. Mr. Logan asked you whether you were aware of
18 any subsequent articles in the newspaper other than the
19 one that we have marked as an exhibit. I think you said
20 you were not aware of any other newspaper articles?

21 A. You know, I can't remember any, not saying there
22 weren't. There were some on WGOG's radio and their
23 website that I looked at, but, you know, there may have
24 been. I just don't know.

25 Q. Tell me about WGOG radio.

1 A. It's the local country music radio station, and
2 the local news reporter frequents city hall and the
3 county courthouse and he picked it up.

4 Q. Picked what up?

5 A. The council meeting where I was discharged and
6 my discharge.

7 Q. He reported on the council meeting?

8 A. He reported on the budget meeting, yeah.

9 Q. And he reported that you were terminated?

10 A. Yes.

11 Q. And how do you know that?

12 A. I read it.

13 Q. On their website?

14 A. Yes.

15 Q. Are you aware of any other news media? We have
16 talked about the Oconee County YouTube channel, the one
17 newspaper article and now WGOG. Is there any other media
18 outlet that had any reporting on either the council
19 meeting on April 25 or your termination?

20 A. Not that I remember.

21 Q. Do you have any social media accounts? By that,
22 I mean Facebook, Snapchat, Instagram, My Space, any of
23 those.

24 A. I have a Facebook account I never use. I went
25 to the National Flood Plain Managers conference in Grand

1 Rapids. I reckon it was February or March of '16 or '17.
2 Anyway, part of the courses that they had, one of them
3 was using social media in your job, and we had to log on
4 and create a Facebook account, but I haven't been to that
5 site more than once or twice or three times since it was
6 set up when I left Grand Rapids, so I have to say yes, I
7 have a Facebook account, but I never use it.

8 Q. Any other type of social media you participate
9 in?

10 A. No.

11 Q. Were you in any or are you in any trade
12 organizations?

13 A. I was in the Building Inspectors Association
14 years ago.

15 Q. Are you in any trade organizations today?

16 A. No.

17 Q. Is there any kind of an organization for the
18 building officials?

19 A. Yes.

20 Q. What is that?

21 A. That's right. The Buildings Officials
22 Association of South Carolina, B.O.A.S.C. I was always a
23 member of that.

24 Q. Are you currently a member of that?

25 A. No. I think I am required to attend it as far

1 as my job goes, though.

2 Q. Do you have continuing education credits or
3 something?

4 A. Yes. They have international code conference
5 certified courses, which help with continuing education.

6 Q. Have you talked with any other building
7 officials from other municipalities about metal storage
8 garages or sheds or whatever we are calling this?

9 A. You know, not that I recall. I mean, not that I
10 recall.

11 Q. Have you ever heard any allegation that you were
12 suggesting to people or your department was suggesting to
13 people that they hire your wife, Miss Sons, to perform
14 architectural services?

15 A. I was called to Mr. Moulder's office over an
16 anonymous complaint about that.

17 Q. So somebody did complain and say you were
18 funneling work to her, essentially?

19 A. Before we were married, I think. Might have
20 been after. Yeah, it was before.

21 Q. What happened with that?

22 A. We discussed it. Mr. Moulder and I discussed
23 it. I told him I didn't have any -- I wasn't doing
24 anything like that. I went over how I referred people or
25 showed people how to locate design professionals, how I

1 taught my department to do it, and, you know, I also
2 discussed with him -- we were I think engaged at that
3 time -- the potential of, you know, people trying to get
4 close to me that way, but never referred anybody.

5 Q. I'm sorry. You said she worked for Louis
6 Batson, Lonnie Watt and who else?

7 A. There was somebody in the building Batson was in
8 that she worked for. I can't remember his name right
9 now. She moved from that office to Batson's office and
10 they were down there at the Holiday Inn or whatever it is
11 downtown, something square or something, but I can't
12 remember.

13 MS. BURTON: That's all the questions I
14 have. Thank you, Mr. Stokes.

15 MR. LOGAN: Thank you.

16 EXAMINATION

17 BY MR. HOPKINS:

18 Q. I have a few questions. Mr. Stokes, we have
19 talked pretty ad nauseam about the 400 square feet
20 ordinance. The county, Oconee County code has adopted
21 the IRC, correct?

22 A. That's correct. It is called the South Carolina
23 Residential Code now, but it is the same book.

24 Q. In fact, Mr. Logan showed you that document, the
25 Oconee County code, correct?

1 A. That's correct.

2 Q. Okay. And you have told counsel about the IRC's
3 requirement that anything over 400 square feet required
4 the submittal of engineering designs, correct?

5 A. I have discussed that with council?

6 Q. Yes, sir.

7 A. No.

8 Q. They have asked you questions about that,
9 correct?

10 A. They may have.

11 Q. They specifically asked you to identify what
12 portion of the IRC I guess directs you to that
13 conclusion, correct?

14 A. No. I don't believe there was any direct
15 documentation on why we are doing what we are doing.

16 Q. I am going to read from the 2015 International
17 Residential Code, chapter three, "Building plan,"
18 subsection R301.1.3, "Engineered design." It states
19 "Where a building of otherwise conventional construction
20 contains structural elements exceeding the limits of
21 section R301 or otherwise not conforming to this code,
22 these elements shall be designed in accordance with
23 accepted engineering practice. The extent of such design
24 need only demonstrate compliance of nonconventional
25 elements with other applicable provisions and shall be

1 compatible with the performance of the conventional frame
2 system. Engineered design in accordance with the
3 International Building Code is permitted for buildings
4 and structures and parts thereof included in the scope of
5 this code."

6 Is that the section you are referring to,
7 Mr. Stokes?

8 A. Yeah, that's one of them.

9 Q. I am now going to read to you from Horry County
10 code enforcement permitting process for single-family
11 residences and residential modulars. "Single-family
12 residence plan requirement. Any single-family residence
13 regardless of size, as well as any associated structures
14 exceeding 400 square feet, will require engineering
15 design in accordance with the 2012 International
16 Residential Code with original seals."

17 Mr. Stokes, do you understand that other
18 counties have adopted the view that you took with the
19 Oconee County building department?

20 A. Yes.

21 Q. And is that because every county in the state
22 has adopted the IRC?

23 MR. LOGAN: Object to the form. You are
24 leading the witness.

25 Q. [Mr. Hopkins] Do you understand that every

1 county in the state has adopted the IRC or their building
2 department has?

3 MR. LOGAN: Same objection.

4 THE WITNESS: Yes, I do.

5 MR. HOPKINS: No further questions.

6 [DEPOSITION CONCLUDED AT 2:10 P.M.]

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C E R T I F I C A T E

S O U T H C A R O L I N A

A N D E R S O N C O U N T Y

I hereby certify that the foregoing deposition was reported, as stated in the caption, by the method of Stenograph machine with backup, and the questions and answers thereto were reduced to typewriting by me or under my direction; that the foregoing pages 1 through 149 represent a true, correct and complete transcript of the evidence given on the 6th day of March, 2018, by the witness, DAVID T. STOKES, who was first duly sworn by me; that I am not a relative, employee, attorney or counsel of any of the parties, nor am I financially interested in the action.

This 27th day of March, 2018.

Susan Lynn McCracken, RMR
Court Reporter

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	
	)	
DAVID T. STOKES,	)	
	)	
Plaintiff,	)	
vs.	)	NO. 17-CP-37-00320
	)	
OCONEE COUNTY, WAYNE MCCALL	)	
AND EDDA CAMMICK,	)	
	)	
Defendants.	)	

Video 30(b)(6) Deposition of
OCONEE COUNTY
SCOTT MOULDER

Pursuant to Notice of Deposition and/or agreement in the above-entitled case, a deposition was taken on the 7th day of March, 2018, commencing at approximately 1:30 p.m., attended as follows:

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DEPOSITION REPORTED BY: SUSAN L. MCCracken, RMR
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EXAMINATION BY MR. HOPKINS

4

CERTIFICATE OF COURT REPORTER

41

EXHIBITS

PLAINTIFF'S

1 NOTICE

Premarked

1 Pursuant to Notice and/or agreement to take
2 depositions, the within deposition was taken by Susan L.
3 McCracken, RMR, a Notary Public, as required under South
4 Carolina Court Rule 30, et al, by consent of all parties,
5 at the law offices of Logan, Jolly & Smith, 1805 N.
6 Boulevard, Anderson, South Carolina. ~

7 WAIVER

8 It is agreed by Counsel for all parties that the
9 reading over of and signing of the deposition by the
10 witness are waived.

11 ** ** ** **

12 VIDEOGRAPHER: This is the 30(b)(6)
13 videotape deposition of Mr. Scott Moulder taken
14 by the Plaintiff in the matter of David Stokes
15 versus Oconee County, et al, filed in the Court
16 of Common Pleas, State of South Carolina in
17 Oconee County. Case number is
18 2017-CP-37-00320. This deposition is being
19 held at the law firm of Logan, Jolly & Smith
20 located at 1805 North Boulevard in Anderson,
21 South Carolina on Wednesday, March 7, 2018. My
22 name is Michael Arrison from the firm of
23 Carolina Legal Video Services. The court
24 reporter is Sue McCracken from Depositions And,
25 Incorporated. Going on the record at 1:19 p.m.

1 Counsel now state their appearance for the
2 record.

3 MR. HOPKINS: Clay Hopkins for David
4 Stokes.

5 MR. LOGAN: Jim Logan for Oconee County
6 and Miss Edda Cammick.

7 MS. BURTON: Stephanie Burton for Wayne
8 McCall.

9 MS. BARTON: Roberta Barton for Wayne
10 McCall and Edda Cammick.

11 VIDEOGRAPHER: The court reporter will now
12 swear in the witness.

13 The deponent was duly sworn to tell the truth, the
14 whole truth and nothing but the truth of his own
15 knowledge concerning the matter herein:

16 SCOTT MOULDER
17 having been first duly sworn, was examined
18 and testified as follows:

19 EXAMINATION

20 BY MR. HOPKINS:

21 Q. Good afternoon, Mr. Moulder. How are you doing?

22 A. Doing well, Mr. Hopkins. How are you, sir?

23 Q. We met previously off the record, but my name is
24 Clay Hopkins. My dad Bill and I represent Mr. Stokes in
25 a lawsuit he's brought against the county, Miss Cammick

1 and Mr. McCall. Do you understand you are here to give a
2 deposition in that matter today?

3 A. Yes, sir.

4 Q. And you are giving a deposition as a 30(b)(6)
5 witness; is that correct?

6 A. Yes, sir.

7 Q. I will go ahead and mark -- or it's been
8 previously marked. I'm sorry. This is Exhibit 1 to the
9 deposition. Take a second and let me know when you're
10 ready to discuss it.

11 A. Okay. I'm ready.

12 Q. I skipped a few formalities. I'm sorry. I need
13 to go over some of the rules of this deposition. I am
14 sure your attorney has talked to you about it, but I am
15 required to go over them, and I almost forgot to. We
16 have a court reporter here taking down everything we say,
17 so it's important for you to give verbal responses to my
18 questions and not nonverbal such as shaking your head,
19 saying "uh-huh" or "huh-uh," so will you please try to
20 remember to give me a "yes" or "no" and then your answer
21 in verbal form?

22 A. Yes, sir.

23 Q. Okay. Likewise, you are doing a great job of it
24 right now, but will you also allow me to finish my
25 question? I will try to allow you all the time in the

1 world to finish your answer so that we don't speak over
2 one another. Is that fair?

3 A. Yes, sir.

4 Q. We've just come back from lunch so we may need
5 to at some point. If you need to take a break, I am not
6 trying to keep you locked in. Just ask me for one, and I
7 will be happy to let you take one. Okay?

8 A. Okay, yes, sir.

9 Q. Likewise, if I have posed a question, though, I
10 would ask you to answer before we take a break. Is that
11 fair?

12 A. Yes, sir.

13 Q. Okay. And from time to time -- you have been
14 here for several of the depositions -- there may be some
15 objections to my questions. Do you understand that
16 unless your attorney tells you not to answer, that you
17 need to answer my question?

18 A. Yes, sir.

19 Q. Okay. Have you ever given a deposition before?

20 A. Yes, sir.

21 Q. Okay. How many have you given?

22 A. Two.

23 Q. In what capacity were those depositions given?

24 A. As the county administrator for Oconee County in
25 both circumstances.

1 Q. Okay. Were those also 30(b)(6) depositions?

2 A. The most recent one was a 30(b)(6), and I can't
3 recall if the first one was a 30(b)(6) or not. I think
4 it was, but I can't recall.

5 Q. Okay. Generally, what are the allegations in
6 the complaints that you testified in the cases you have
7 testified in?

8 A. Can you be more specific?

9 Q. Yes, sir. The last case that you testified as a
10 30(b)(6) witness, correct?

11 A. That's correct.

12 Q. What are the allegations in that lawsuit?

13 A. Let's see. That one was the Pioneer lawsuit in
14 which the county was -- filed suit against Pioneer Water
15 District to cease the construction of the water treatment
16 plant.

17 Q. Okay. And the previous lawsuit that you
18 testified as the administrator?

19 A. That one included a three-party suit, the county
20 with Plateau Excavation and Talbert & Bright Engineers,
21 and that was a dispute over a runway extension project
22 that the county had implemented to extend its runway to
23 5,000 linear feet.

24 Q. Okay. Were you personally named in either of
25 those lawsuits?

1 A. No, sir.

2 Q. Okay. Now, to go back to Exhibit 1, we have
3 previously sent this deposition notice. It's a 30(b)(6)
4 deposition notice. Have you had time to look at this
5 document?

6 A. Yes, sir.

7 Q. And have you gone over the subjects that we've
8 asked you to be familiar with today?

9 A. Yes, sir. I have reviewed them.

10 Q. Are there any other individuals at the county
11 who would be more knowledgeable than you in any of the
12 fields identified in Exhibit A?

13 A. We have a human resources director that is
14 intimately involved, obviously, in the personnel manual
15 and the human resource affairs of our employees. I would
16 say that she has more practical hands-on knowledge, but
17 from a more knowledge standpoint, I mean, I don't know.
18 I couldn't say.

19 Q. I understand. All right. What's her name?

20 A. Sheila Wald, W-A-L-D.

21 Q. Does Miss Sheila -- are you aware if she has any
22 knowledge of the events of this complaint or this
23 lawsuit?

24 A. She has knowledge only to the effect for the
25 procedures and processes that were followed as a result

1 of the actions that led to the lawsuit.

2 Q. Okay. Do you understand that the answers you
3 give today in the subjects that have been identified in
4 Exhibit A are binding on the county?

5 A. Yes.

6 Q. Okay. When were you hired by Oconee County,
7 Mr. Moulder?

8 A. My first day of employment with Oconee County
9 was June 1st of 2010.

10 Q. Are you a contract employee?

11 A. I have a contract, yes, sir.

12 Q. What is the term, the length of the term of your
13 contract?

14 A. The contracts and the renewals were all for
15 three-year terms.

16 Q. Who do you report to?

17 A. I report to the county council of Oconee County.

18 Q. Does county council have the right to terminate
19 you?

20 A. Yes.

21 Q. Pursuant to the contract, of course?

22 A. Yes.

23 Q. Do they have the ability in that contract to
24 terminate you for cause prior to the three-year term?

25 A. Yes.

1 Q. Okay. What is your salary under the contract?

2 A. Let me think because the salary may be different
3 stated in the contract versus what I'm actually being
4 paid because of any raises that were given to the county
5 as a whole. I believe it was 155, 155,000, and I was
6 also included a \$1200 a year raise that was equivalent to
7 the rest of the employees in that one year's increase,
8 and then I also receive an \$850 a month car allowance and
9 also am afforded an \$8333 a year deferred compensation
10 contribution pending satisfactory performance. I believe
11 that's it.

12 Q. Okay. Were those the terms of the original
13 contract as well?

14 A. No, sir.

15 Q. Okay. But your contract was renewed or you were
16 given a new contract in 2013?

17 A. Initial contract, 2010, renewed in 2013, renewed
18 in 2016, and the 2016 agreement is the one we're
19 currently operating.

20 Q. And it expires next year?

21 A. June of 2019, yes, sir.

22 Q. At this point, have you been or have there been
23 discussions about renewing your contract beyond 2019?

24 A. No, sir.

25 Q. What are your duties and responsibilities as

1 county administrator?

2 A. Obviously, there is a job description associated
3 with it in addition to state statute that describes the
4 duties and responsibilities of the administrator in an
5 administrative form of government, so those are obviously
6 available for your review. In general terms, the
7 administrator is responsible for the overall management
8 of the operations and enforcement of the policies and
9 procedures as approved by county council.

10 Q. Okay. Do you have any experience working in a
11 building codes department?

12 A. Not working in the department, no, sir.

13 Q. Do you have any experience approving building
14 permits?

15 A. When I was at the Town of Clover, we had a
16 moment in time where we were without a building official,
17 very short period. I may or may not have issued a permit
18 at that point in time while I was with the Town of
19 Clover, but other than that, just my overall experience
20 in managing building codes departments is the only
21 experience I have.

22 Q. Okay. Beyond that Town of Clover short
23 experience, do you have any experience in the building
24 inspection process?

25 A. I have not experienced -- well, at Clover, I

1 actually, based on the fact we didn't have a building
2 official, actually went on some building inspection at
3 that point in time. I have also been on other
4 inspections with inspectors during the process, but have
5 I ever been employed as a building inspector and have I
6 ever inspected structures by myself? No, sir.

7 Q. Okay. Did you work at the Town of Clover before
8 you worked at Oconee County?

9 A. No, sir.

10 Q. Okay. Where did you work?

11 A. Well, yes. Obviously, I did, but not right
12 before.

13 Q. I understand. Let's go back in time to each
14 position before Oconee County. Where did you work at
15 immediately before Oconee County?

16 A. Would you like me to just start at the
17 beginning? Are you going to go all the way back? Can I
18 just start at the beginning, save you some time?

19 Q. Let's do that.

20 A. Okay. After graduating college, I worked at a
21 rental car agency as the manager trainee, and then I
22 opened up the Myrtle Beach office for Spirit Rent-a-Car;
23 went back to school, earned my master's degree, graduated
24 in 2001 with a master's in public administration; took a
25 position prior to graduation and maintained that position

1 after graduation with the Lower Savannah Council of
2 Governments as a roving administrator responsible for the
3 administration of several towns that signed up on
4 contract with the Lower Savannah Council of Governments.
5 From there I was hired on and employed as the full-time
6 administrator for the Town of Clover, was there for about
7 four, four-and-a-half years and then applied and was
8 granted the position in Abbeville County as the county
9 director, which is very similar in its capacity to a
10 county administrator. It is a county council director
11 form of government in the state statute as well, which
12 you can review; was there for about four, four-and-a-half
13 years and then took the position with Oconee County.

14 Q. Where did you go to college?

15 A. I attended the College of Charleston, earned my
16 public administration degree -- excuse me -- political
17 science degree. After about a two-year private sector
18 management with the rental car agency I previously stated
19 I went back and earned my master's in public
20 administration at the University of Charleston, which is
21 the same school. The graduate program just has a
22 university status.

23 Q. Are you licensed or do you hold any
24 certifications in any sort of building construction or
25 contracting?

1 A. No, sir.

2 Q. Okay. While you were the admin at the Town of
3 Clover, did anybody bring any employment claim against
4 you individually or against the county council?

5 A. They have a town council.

6 Q. Okay. Town council?

7 A. No, sir.

8 Q. Same question for when you were at the County of
9 Abbeville.

10 A. No claims against me personally. I would assume
11 that there were lawsuits or claims filed against the
12 county as a whole, delinquent tax matters, foreclosure
13 matters, you know. There is a standard of claims, but
14 don't know of any specifically.

15 Q. I understand. Okay. I think you answered the
16 question just now, but do you recall any employment
17 specific claims brought against the county?

18 A. Not that I can recall.

19 Q. Okay. Did you hire Mr. Stokes?

20 A. Yes, sir, I did.

21 Q. When did you hire Mr. Stokes?

22 A. I believe he started employment in December of
23 2011.

24 Q. Did you interview him personally?

25 A. Yes, sir.

1 Q. How many other candidates did you interview?

2 A. I don't remember.

3 Q. Did you ultimately make the recommendation for
4 him to be hired?

5 A. Yes, sir.

6 Q. Was he well qualified for the position?

7 A. I thought so at the time, yes, sir.

8 Q. What specific position was he hired for?

9 A. Building codes director.

10 Q. From 2011 until April, 2017, are you aware of
11 any written discipline given to Mr. Stokes?

12 A. No formal, no, sir.

13 Q. I assume, the way you said that question, that
14 there is some sort of informal discipline given to him?

15 A. Mr. Stokes and I communicated verbally quite
16 often, and if there was an issue that developed or a
17 concern that I had, I would express that with him
18 verbally and request that the matter be corrected.

19 Q. As we sit here, do you recall any of those?

20 A. No. We would receive complaints about processes
21 or mistakes or issues with inspectors that, you know, I
22 would either call him up or go down and see him and just
23 address those in general terms and I guess consult with
24 him and see what's going on and then ask him to fix it if
25 need be, but I can't think of any specifically.

1 Q. I understand. As county administrator, do you
2 receive citizen complaints, contractor complaints or
3 county council complaints about other departments as
4 well?

5 A. Yes, sir.

6 Q. Okay. And are they just as frequent as the
7 building codes department?

8 A. Not all of them, no, sir. We have some that are
9 more frequent than others. You rarely get any complaints
10 on registrar of deeds or something like that, so I can't
11 group them all together, no.

12 Q. I understand. As we sit here today, can you
13 identify another department within the county that
14 receives comparable -- a comparable amount of claims as
15 the building department?

16 A. Assessor's office, depending on the time of
17 year. Those are especially plentiful around reassessment
18 time, as you can imagine.

19 Q. People don't like to pay taxes.

20 A. They don't mind paying taxes. They just want to
21 know what their taxes are going for is what I believe.

22 Q. Okay. Has there been any internal change within
23 the assessor's office in the last year?

24 A. Yes.

25 Q. Okay. Can you tell me about that, please?

1 A. The assessor resigned her position, Miss Linda
2 Shugart. The deputy also resigned their position,
3 Mr. John Brown. I believe those are the two main.

4 Q. Were they forced to resign?

5 A. They were not. They felt like they needed to,
6 from what they told me.

7 Q. Okay. Did you discuss complaints with them
8 before they resigned?

9 A. I always discuss complaints with my department
10 heads. They are the first ones I will speak with once I
11 receive them.

12 Q. I understand that, but do you recall discussing
13 any complaint in particular before they resigned?

14 A. Not one that would have driven them to resign,
15 if that's what you're getting at. Yeah, I mean, there
16 was complaints before they resigned or else I wouldn't
17 have discussed it with them after they resigned.

18 Q. I understand that.

19 A. So, yeah, I mean, there were multiple times I
20 would go down and speak with them.

21 Q. Have there been complaints since their positions
22 have been filled about the assessor's office?

23 A. No, sir. The filling of that position just
24 occurred within the last couple weeks, so I don't think
25 we have given it enough time to field complaints.

1 Q. Have you reviewed the county's answer to the
2 lawsuit in this case?

3 A. I have.

4 Q. Are you aware the county asserted two
5 counterclaims in this lawsuit?

6 MR. LOGAN: For the record, that is not
7 correct.

8 THE WITNESS: I wasn't aware that we had
9 filed a counterclaim.

10 MR. HOPKINS: Only on behalf of the --

11 MR. LOGAN: Counterclaims are asserted
12 only by the individuals.

13 Q. [Mr. Hopkins] Understood. Excellent. We can
14 skip all that questioning.

15 A. I was hoping we could.

16 Q. Let's move on. What sort of role did you play
17 in Mr. Stokes' termination?

18 A. I was the one that terminated him.

19 Q. Okay. Why did you terminate him?

20 A. I had growing concerns with the complaints that
21 we were receiving about the department through the county
22 council and county council's continued expression of
23 those concerns to me, and the concerns were presented
24 publicly as well as privately, and I decided that a
25 change in the department needed to be made.

1 Q. Okay. Did you make any other changes besides
2 terminating Mr. Stokes?

3 A. At what point?

4 Q. Well, I guess at any point after you received
5 the complaints that led to his termination.

6 A. So after. You said any. I didn't know if you
7 meant before or after.

8 Q. You say that you got complaints about Mr. Stokes
9 and they were increasing, correct?

10 A. Uh-huh [yes].

11 Q. And so you decided to terminate him because a
12 change needed to be made?

13 A. Yes.

14 Q. I'm not trying to put words in your mouth.

15 A. No.

16 Q. That's what you said, right?

17 A. Yes, sir.

18 Q. Okay. So did you decide to make any other
19 change besides terminating Mr. Stokes?

20 A. Prior or after his termination?

21 Q. Contemporaneously, at the same time.

22 A. At the same time.

23 Q. That's right.

24 A. No, sir. That was the change that was made at
25 that particular time.

1 Q. Since then, what sort of changes have you made?

2 A. There's been a couple different changes made
3 since his departure. We had entertained the idea of
4 outsourcing the inspection services to private companies.
5 We actually signed an interim temporary contract with RCI
6 I believe the name of the company was, and they started
7 some inspection services. There was a clerk that was
8 dismissed as a result of that downsizing due to the
9 outsourcing, and there was complaints and concerns from
10 the builders about that process and about outsourcing it,
11 so they once again made their concerns known and council
12 had decided not to sign a formal long-term contract with
13 this outsourcing company, so we went back to in-house
14 inspection services. That company has been maintained
15 and retained for commercial inspections and permit
16 review, and we are predominantly managing the residential
17 inspection services.

18 There was another inspector who was repurposed
19 in the facility maintenance department. His name was
20 Marcello. I cannot remember his last name, but he is
21 stated in those documents somewhere. Marcello was
22 repurposed to facility maintenance. At the time, we were
23 intending on outsourcing. We had offered the other two
24 inspectors to be repurposed to the facilities and
25 maintenance department as well. One of them said that

1 they would. The other said that they did not want to be
2 retained by the county if we outsourced. Obviously, they
3 stayed as the interim inspectors until that process was
4 formalized; never formalized, so they maintained their
5 positions in building codes.

6 Q. Do you have any opinion on why the county did
7 not attempt to outsource the inspection process before
8 terminating Mr. Stokes?

9 A. No, sir.

10 Q. But after Mr. Stokes was terminated, the county
11 made the decision to outsource the inspection process,
12 correct?

13 A. No, sir. We made the decision to entertain or
14 look at outsourcing.

15 Q. On a temporary basis, correct?

16 A. That's correct.

17 Q. When was that temporary contract signed?

18 A. I don't know. If you've got a copy of it,
19 we can verify it, but I don't recall the date.

20 Q. It was after Mr. Stokes was terminated, right?

21 A. Yes, sir.

22 Q. At the end of April?

23 A. I don't know.

24 Q. Or early May, correct?

25 A. I don't know. I can't remember.

1 Q. Today is March 7th?

2 A. Yeah, I guess it is.

3 Q. So sometime between May and March, you decided
4 to sign a temporary contract, and now it's been
5 abandoned, correct?

6 A. Not completely. As I said, we maintain them as
7 commercial inspectors and plan review.

8 Q. You have abandoned the personal inspection or
9 the residential inspection?

10 A. No. We may need them to do residential
11 depending on our workload and how many inspectors we have
12 out sick or something, so, I mean, we can still use them
13 for that purpose if need be. That's why I said we
14 predominantly handle the residential at this point.

15 Q. Was it the view of the county that there were
16 not enough inspectors to handle the inspection process?

17 A. That's actually been my view for quite some
18 time. It's a heavy workload. Coming out of the
19 recession, the workload has increased significantly for
20 that office as our building permit activity is up, and,
21 you know, we had talked about additional inspectors
22 needed as a result.

23 Q. Okay. Do you recall how long that view has been
24 held? That's a poor question. How long have you been
25 aware of the number -- the problem with the number of

1 inspectors in the department?

2 A. I'd say for a couple years is when it really
3 started picking up. We actually would present at the
4 committee level updates from those departments, and his
5 department, Mr. Stokes and his department -- Josh
6 Stephens usually provided those -- would regularly
7 present the number of permit activities and show charts
8 and graphs of that activity, so it's been a couple years.

9 Q. So the department has been asking for more
10 inspectors for at least a couple years?

11 A. We have identified the need for them. I
12 wouldn't say we have asked for them for funding yet, but
13 we have identified the need.

14 Q. Yeah. That's probably a better
15 characterization. There's at least been evidence that
16 more inspectors would help the process; is that accurate
17 or fair to say?

18 A. I wouldn't say would help the process. We have
19 seen a need for them. I have not requested them to be
20 funded in the departmental budget because I just didn't
21 see the capability at that point in time.

22 Q. By "capability," you just mean money?

23 A. Well, money and ability to add positions, number
24 of reasons.

25 Q. Explain that to me a little bit, please. What

1 do you mean by "ability to add positions"?

2 A. Well, you know, from a cost standpoint, from a
3 priority setting standpoint, you know, we can't have all
4 that we want. There are other departments that needed
5 things as well, so you have to prioritize and make
6 decisions for what's best and where you are going to get
7 the biggest bang for the buck. You have, you know,
8 council concerns. It's their budget ultimately. I just
9 present a balanced budget to them, but it is their budget
10 ultimately, and if they are cutting positions, they are
11 not going to add elsewhere, so you make the decisions you
12 can at that particular time.

13 Q. All right. So would it be fair to say at least
14 for a couple years, you had identified a need for more
15 inspectors, correct?

16 A. That's fair to say.

17 Q. And the reason that you did not recommend adding
18 additional inspector positions was because you felt that
19 the resources would be better utilized elsewhere, along
20 with the money problems and the council problems?

21 A. I didn't say that. I just said you have to
22 prioritize your needs and allocate your funds for those
23 purposes that may be either more important or require
24 additional resources to touch a greater segment of the
25 population. There is a number of different reasons. Any

1 business owner is going to allocate their resources,
2 limited resources based on their needs and where they
3 feel like they can be more effective.

4 Q. Okay.

5 A. More productive.

6 Q. Can you tell me as we sit here today for the
7 past couple years any other department you have
8 recommended hiring additional employees?

9 A. We have hired additional employees in the
10 sheriff's office and rural fire. I believe the clerk of
11 court went from a part-time to a full-time. There's been
12 a number of them. In my budget, we show an authorized
13 position allocation. It would be easier for you just to
14 look at the budget and see the allocation of the
15 positions and where they are.

16 Q. I am asking you, from your personal point of
17 view, where did you think the resources could be better
18 allocated elsewhere in terms of adding additional
19 positions?

20 A. Obviously with public safety since those
21 positions were added there. The detention center was
22 added due to an expansion of the detention center. It
23 depends on what time frame you're talking about. We have
24 added and taken positions away over the last seven, eight
25 years I have been there.

1 Q. Okay. Let me characterize it this way. At
2 least for several years, you had been receiving
3 complaints about the building department in terms of
4 their inspection process, correct?

5 A. Yes.

6 Q. And you had identified a need for additional
7 inspectors, correct?

8 A. Yes.

9 Q. But for the reasons you told us today, you
10 didn't recommend hiring additional inspectors; is that
11 correct?

12 A. I didn't recommend the hiring of those at that
13 particular time. And, you know, you can't necessarily
14 say that the complaints that we were receiving were
15 directly associated with the number of employees and the
16 fact that I didn't hire them led to more complaints, so I
17 don't think you can say that at all because the
18 complaints we were receiving weren't necessarily
19 generated because we have a lack of employees.

20 Q. Okay. Then why would you recommend more
21 inspectors?

22 A. I didn't recommend.

23 Q. You identified a need for more inspectors.

24 A. That's different than recommending.

25 Q. Okay. Why did you identify a need for

1 additional inspectors?

2 A. Because of the workload and the overtime that
3 they were looking at.

4 Q. So you thought it would reduce other inspectors'
5 workload if you hired additional inspectors?

6 A. Of course it would.

7 Q. So we can say that it would have reduced
8 workload complaints if you had hired additional
9 inspectors?

10 A. No, sir. I didn't say the complaints were
11 associated with workload.

12 Q. Is it your testimony here today that if you had
13 hired additional inspectors, you would not have decreased
14 the workload on the inspectors who are currently there?

15 A. No. That's what you just testified. I said
16 earlier that of course if you hired somebody, it would
17 reduce workload. What I said was the complaints we were
18 receiving weren't directly associated with workload.

19 Q. Okay. But in the testimony and some of the
20 documents we received or at least in the responses, there
21 have been -- it's been identified that one of the
22 reasons, the justification for termination of Mr. Stokes
23 was the inspection process, correct?

24 A. I don't know. You'll have to show me that
25 document so I can confirm it.

1 Q. Or complaints about the inspection process?

2 A. Yes, there were complaints about the inspection
3 process.

4 Q. Okay. Generally, what were those complaints
5 regarding?

6 A. A number of complaints, inconsistency with
7 application of the code, rudeness and the time frame it
8 took to get permits, and that would be, you know,
9 associated with permit clerks as well as the road
10 department, not necessarily with the number of
11 inspectors, inability to get ahold of somebody when they
12 called up there or get a call back, modifying in the
13 field how we are going to enforce a code without
14 notifying the contractors of that change, just to name a
15 few.

16 Q. Okay. Did you ever receive complaints about
17 inspectors having too many properties to review in a day?

18 A. No, sir.

19 Q. Okay. Did you ever receive any complaints about
20 inspectors not being able to come back to a property on a
21 certain day?

22 A. Yes.

23 Q. Okay. Do you believe that having more
24 inspectors would have allowed inspectors to return and
25 re-review properties?

1 A. No, sir.

2 Q. Okay.

3 A. You set your schedule for your work day and you
4 divide up the caseload for the inspectors and they go out
5 and they do their route and their schedule.

6 Q. I just want --

7 A. If they weren't ready when we got there, we
8 wouldn't necessarily come back, and having more
9 inspectors wouldn't necessarily cure that issue. They
10 have got their schedule when they leave the door.
11 Mr. Stokes has testified and I agree with him that when
12 they met in the morning, they divided their workload,
13 they went out, they did their job. That day was
14 scheduled ahead of time. Any malfunction or any issues
15 that the contractor may or may not have had is not going
16 to disrupt that day, and if you go back and look at the
17 videotape of the YouTube channels, you will see I tried
18 to explain that to council at the next meeting, that,
19 "Hey, we can't just come back because somebody wasn't
20 ready. We have a schedule. If you come back, you are
21 then going to skip the next three or four inspections
22 you've got. Now you are going to have three or four
23 other people mad at you," so, no, I can't say we would
24 have been able to come back if we had more inspectors.

25 Q. Is it your testimony that having more

1 inspectors, you would not have been able to visit more
2 properties in a day?

3 A. We would visit the number of properties we
4 needed in a day depending on the number of inspections
5 with four people or five people or six people.

6 Q. So your testimony is that with more people, you
7 could not visit more properties?

8 A. I'm saying we would visit the number of
9 properties we needed to in that day whether it is
10 overtime or not.

11 Q. Okay. Did you receive a recommendation from
12 either Edda Cammick or Wayne McCall to terminate
13 Mr. Stokes?

14 A. I did not receive a recommendation directly, no,
15 sir, but there were discussions surrounding Mr. Stokes'
16 departure.

17 Q. Okay. Can you tell me about those discussions,
18 please?

19 A. Which part? Can you be more specific?

20 Q. I asked about Miss Cammick and Mr. McCall, and
21 you said there were discussions. Can you tell me about
22 the discussions with Miss Cammick and Mr. McCall about
23 his termination?

24 A. There were discussions about Mr. Stokes and
25 others over a three or four-month time period in the fall

1 of 2016. Mr. Stokes, Mr. Josh Stephens, Mr. Mack Kelly,
2 Mr. Art Holbrooks and Miss Beth Hulse all were the five
3 that were identified by Mr. McCall and Miss Cammick and
4 Glenn Hart prior to his arrival on county council in
5 January of 2017. There was ongoing discussions about
6 complaints that they had about those particular offices
7 and that they wanted the matters cured. I was also told
8 that my job depended on the departure of some of those
9 individuals, and that was the basic discussion.

10 Q. So it was either you or them?

11 A. Yes, sir. That's what I was told. Miss
12 Cammick, we talked about my departure, and I asked her --
13 once I heard it, I went straight to her and asked her
14 what her position was, and her response was "We'll just
15 have to wait and see what the status of those people are
16 come January."

17 Q. And do you agree that the grievance committee
18 disagreed with your decision?

19 A. Their letter indicated we should not terminate
20 Mr. David Stokes.

21 Q. In fact, they found no evidence to support the
22 claims that you made?

23 A. There was no evidence submitted at that meeting
24 that supported it.

25 Q. Did you choose to resubmit any evidence?

1 A. No, sir.

2 Q. Why not?

3 A. Because I based my decision on my authority as
4 the administrator to either terminate or uphold or
5 enforce their decision, and I chose not to implement
6 their decision. Their decision is not binding.

7 Q. And it is your testimony that you had evidence
8 that you could submit to them, but did not?

9 A. No. I testified that it was county council's
10 growing concern with the complaints. You can see it in
11 the testimony in the transcript.

12 Q. You've watched the YouTube video, correct?

13 A. I have.

14 Q. And you were at the meeting, correct?

15 A. Yes, sir.

16 Q. Do you recall Mr. McCall saying "Well, they got
17 a sweet deal going. They are recommending you got to go
18 down to a certain other builder or seller of carports and
19 sheds and he is the only person that could stamp the
20 drawings"?

21 A. I recall a statement to that effect.

22 Q. Okay. What evidence does Oconee County have to
23 support that allegation?

24 A. I have seen no such evidence.

25 Q. He also said "I'm looking through some papers

1 right now, but building codes is funneling people down to
2 his office." Do you recall him saying that?

3 A. I recall a statement to that effect.

4 Q. What evidence does Oconee County have that the
5 building codes department was funneling people to some
6 contractor's office?

7 A. I have seen no such evidence.

8 Q. Okay. He also went on to say "And then these
9 building codes is making up the rules." Do you recall
10 him saying that?

11 A. Not that one specifically, but I can go back and
12 review it.

13 Q. Do you dispute that he may have said that?

14 A. No, I don't. I just don't recall.

15 Q. What evidence does Oconee County have that
16 building codes or Mr. Stokes was making up the rules?

17 MS. BURTON: Can you point me to what
18 topic we are on in the 30(b)(6) notice? Are
19 you asking this individual questions in his
20 individual capacity? Because I don't see
21 anything about evidence in the notice.

22 MR. HOPKINS: Well, these regard the
23 claims and defenses of the county and the
24 claims and defenses of the county are that they
25 have evidence to dispute what we have said in

1 our complaint. First --

2 MS. BURTON: The factual basis?

3 MR. HOPKINS: First, I think you can
4 object to the form and you cannot really say
5 anything else regarding it.

6 MS. BURTON: No. I can object because
7 you are outside of the scope of Rule 30(b)(6).

8 MR. HOPKINS: Exactly. You can object to
9 the form of it.

10 MS. BURTON: No, sir.

11 MR. HOPKINS: Are you telling him not to
12 answer the question?

13 MS. BURTON: No. I am asking you where
14 the topic is.

15 MR. HOPKINS: It concerns the allegations
16 and the defenses of the county.

17 MS. BURTON: The factual basis.

18 MR. HOPKINS: And, two, do you represent
19 the county?

20 MS. BURTON: I can interpose an objection.
21 I am counsel on the case.

22 MR. HOPKINS: But you don't represent the
23 county. Mr. Logan is not putting the objection
24 on the record.

25 MS. BURTON: So what?

1 MR. HOPKINS: So are you instructing him
2 not to answer?

3 MS. BURTON: Did I instruct him not to
4 answer?

5 MR. HOPKINS: Again, I think you can put
6 the objection on the record and then we can
7 deal with it later.

8 MS. BURTON: Okay. My objection is to the
9 extent you are asking questions outside of the
10 topics contained in Exhibit A. You are asking
11 the witness questions in his individual
12 capacity.

13 MR. HOPKINS: Okay. All right.

14 Q. [Mr. Hopkins] Does the county have any evidence
15 to support the claim the building codes making up rules?

16 A. I don't have any written evidence. The only
17 evidence that I can present is the complaints that we had
18 received about the difference of rule application in the
19 field and the difference of rule application by
20 inspectors. For example, one example was we had an
21 inspector out on a job and they may have passed a
22 particular portion of the building. Well, another
23 inspector would come at a later date to inspect another
24 object on the building and then they would go back and
25 say "Oh, no. You need to fix this issue" that was

1 originally passed in the framing or something like that,
2 so as far as changing the rules, you know, obviously, the
3 law is the law. It is the implementation and enforcement
4 of it that was the inconsistent part that we were getting
5 the complaints on.

6 Q. So rather, it would be an inconsistent view of
7 the code in terms of inspectors, rather than somebody
8 making up code, correct?

9 A. I'd say that's a fair statement.

10 Q. Can you tell me about -- can you tell me about
11 when you spoke to Mr. Stokes and terminated him? Can you
12 describe the conversation to me?

13 A. Sure. The day that Mr. Stokes came to my
14 office, we had a standing 3:30 appointment for his
15 normal, I believe, biweekly -- I had weekly, biweekly and
16 monthly meetings with some departments. I think his was
17 biweekly. We had a 3:30 appointment that day. He had
18 texted me, if I recall, about coming up earlier, and I
19 explained to him in response that "No, I already have a
20 meeting at that time. Let's keep our standard time." He
21 came in and I closed the door, and I explained to him
22 that his purpose in there today was a little different
23 than what he had expected. I apologized to him, made him
24 aware that we were going to dismiss him of his service.
25 Obviously, he was shocked, to say the least, and I

1 explained to him the growing concerns -- excuse me,
2 lunch -- the growing concerns of council and how they
3 expressed those to me and that, due to that, we were
4 going to make a change in the department.

5 I do want to correct one thing. He wasn't
6 immediately terminated. He was actually given the option
7 to resign in exchange for severance, so everybody keeps
8 saying he was terminated. Yes, he was, but he was also
9 given the option to resign and he was also given a week
10 or two's notice as to whether or not -- because I
11 remember contacting him saying "What have you chosen,
12 termination or resignation," very similar to what I did
13 with the rest of the employees in an attempt to try and
14 take care of them, we offered a severance package beyond
15 what I felt I should have as an administrator to try and
16 take care of those people. We offered him a severance
17 package in exchange for a resignation, rather than
18 termination, and he -- I can't remember the exact date,
19 but chose termination, so that's the only difference.

20 Q. Do you recall the benefits offered in that
21 severance package?

22 A. No, sir, not specifically. We never actually
23 formalized those because he never accepted resignation.
24 He just wanted to take the termination.

25 Q. Can we take a short break, just a short

1 five-minute break? I'm sorry.

2 VIDEOGRAPHER: Off the record at 1:58

3 p.m.

4 [Off the record.]

5 [Short recess.]

6 VIDEOGRAPHER: On the record at 2:05

7 p.m.

8 Q. [Mr. Hopkins] Mr. Moulder, I think we have
9 already discussed, but can we agree that Oconee County
10 does not have any formal discipline of Mr. Stokes for any
11 informal or formal complaint made about him or his
12 department during his tenure at Oconee County?

13 A. Yes, sir.

14 Q. All right, Mr. Moulder. You're pretty lucky. I
15 think those are all the questions I have. I appreciate
16 your time. Your attorneys may have some questions.

17 MS. BURTON: I don't have any questions
18 for Mr. Moulder.

19 MR. LOGAN: I don't either.

20 MS. BARTON: And I don't as well.

21 MR. HOPKINS: Excellent. Sorry to meet
22 you under these circumstances.

23 THE WITNESS: How did I get the shortest
24 one?

25 VIDEOGRAPHER: This concludes the 30(b)(6)

deposition of Mr. Scott Moulder. We are off
the record at 2:05 p.m.

[DEPOSITION CONCLUDED AT 2:05 P.M.]

C E R T I F I C A T E

S O U T H C A R O L I N A

A N D E R S O N C O U N T Y

I hereby certify that the foregoing deposition was reported, as stated in the caption, by the method of Stenograph machine with backup, and the questions and answers thereto were reduced to typewriting by me or under my direction; that the foregoing pages 1 through 40 represent a true, correct and complete transcript of the evidence given on the 7th day of March, 2018, by the witness, SCOTT MOULDER, who was first duly sworn by me; that I am not a relative, employee, attorney or counsel of any of the parties, nor am I financially interested in the action.

This 23rd day of March, 2018.

Susan Lynn McCracken, RMR
Court Reporter

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

DAVID T. STOKES,)
)
 Plaintiff,)
vs.)
)
OCONEE COUNTY, WAYNE MCCALL)
AND EDDA CAMMICK,)
)
 Defendants.)

NO. 17-CP-37-00320

Video Deposition of

WAYNE McCALL

Pursuant to Notice of Deposition and/or agreement in the above-entitled case, a deposition was taken on the 7th day of March, 2018, commencing at approximately 11:00 a.m., attended as follows:

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ALSO PRESENT: Scott Moulder

VIDEOGRAPHER: Michael Arrison

DEPOSITION REPORTED BY: SUSAN L. MCCracken, RMR
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1 Pursuant to Notice and/or agreement to take
2 depositions, the within deposition was taken by Susan L.
3 McCracken, RMR, a Notary Public, as required under South
4 Carolina Court Rule 30, et al, by consent of all parties,
5 at the law offices of Logan, Jolly & Smith, 1805 N.
6 Boulevard, Anderson, South Carolina.

7 WAIVER

8 It is agreed by Counsel for all parties that the
9 reading over of and signing of the deposition by the
10 witness are waived.

11 ** ** ** **

12 VIDEOGRAPHER: This is the videotape
13 deposition of Mr. Wayne McCall taken by the
14 Plaintiff in the matter of David Stokes versus
15 Oconee County, et al filed in the Court of
16 Common Pleas, State of South Carolina in Oconee
17 County. Case number is 2017-CP-37-00320. This
18 deposition is being held at the law firm of
19 Logan, Jolly & Smith located at 1805 North
20 Boulevard in Anderson, South Carolina on
21 Wednesday, March 7, 2018. My name is Michael
22 Arrison from the firm of Carolina Legal Video
23 Services. The court reporter is Sue McCracken
24 from Depositions And, Incorporated. Going on
25 the record at 11:03 a.m.

1 Counsel now state their appearance for the
2 record.

3 MR. HOPKINS: Clay Hopkins for David
4 Stokes.

5 MS. BURTON: I'm Stephanie Burton for
6 Wayne McCall.

7 MS. BARTON: Roberta Barton for Wayne
8 McCall and Edda Cammick.

9 VIDEOGRAPHER: The court reporter will now
10 swear in the witness.

11 The deponent was duly sworn to tell the truth, the
12 whole truth and nothing but the truth of his own
13 knowledge concerning the matter herein:

14 WAYNE McCALL
15 having been first duly sworn, was examined
16 and testified as follows:

17 EXAMINATION

18 BY MR. HOPKINS:

19 Q. Good morning, Mr. McCall.

20 A. Good morning.

21 Q. We met a moment ago off the record. My name is
22 Clay Hopkins. Together with my dad Bill, we represent
23 Mr. Stokes in a lawsuit he has brought against Oconee
24 County, Edda Cammick and yourself. Do you understand
25 you are here today to give a deposition in that case?

1 A. Yes, sir.

2 Q. Have you ever given a deposition before?

3 A. No, sir.

4 Q. I'm going to go over a few ground rules. Please
5 bear with me. I am sure your attorney has gone over
6 them. We have a court reporter here. She is taking down
7 everything that we say so we can have a transcript of it
8 later on. Having said that, it is important to remember
9 two things. The first is that if you will please allow
10 me to finish my question, I will allow you to answer as
11 long as you want, but if we start to talk over one
12 another, she can't take it down, so can we try to
13 remember that, please?

14 A. Yes, sir.

15 Q. Likewise, you are doing a good job of it right
16 now, but she can't take down nonverbal responses like you
17 shaking your head or you saying "uh-huh" or "huh-uh," so
18 if you would, would you also please remember to give me
19 verbal responses like "yes" or "no" and then explain your
20 answer?

21 A. Yes, sir.

22 Q. I'm going to ask a few poor questions today.
23 Please bear with me. If I ask a bad question, could you
24 ask me to rephrase it, repeat it, do something with it so
25 that you understand it?

1 A. Yes, sir.

2 Q. To the extent that you do answer my questions, I
3 am going to assume that you understood it. Is that fair?

4 A. Fair enough.

5 Q. Okay. We shouldn't be here for very long, but I
6 said that last time. If you need to take a break at any
7 time, please just ask me. I will be glad to let you take
8 one. Okay?

9 A. Yes, sir.

10 Q. But if I do ask a question, I would like you to
11 answer before we take a break. Okay?

12 A. Yes, sir.

13 Q. Is there any reason that you cannot give me
14 truthful answers today?

15 A. No, sir.

16 Q. Are you on any prescription medication right
17 now?

18 A. Yes, sir.

19 Q. What medication?

20 A. Two for the heart, one for diuretic and
21 potassium.

22 Q. Okay. Would any of those medications prevent
23 you from giving truthful answers?

24 A. No, sir.

25 Q. Mr. McCall, what's your full name?

1 A. Wayne Elder McCall.

2 Q. Are you married, Mr. McCall?

3 A. Yes, sir.

4 Q. What's your wife's name?

5 A. Elizabeth.

6 Q. What's her full name?

7 A. Elizabeth Alfaro McCall.

8 Q. Where do y'all live, Mr. McCall?

9 A. West Union.

10 Q. Your address, please?

11 A. 260 Mountain Springs Road, West Union.

12 Q. Do you and Miss Elizabeth have any children?

13 A. Got a stepson.

14 Q. Is he over the age of 18?

15 A. Yes, sir.

16 Q. What's his name?

17 A. Sebastian Castro.

18 Q. Where does Sebastian live?

19 A. Charleston.

20 Q. Has he ever lived in Oconee County?

21 A. Yes, sir.

22 Q. When is the last time he lived in Oconee County?

23 A. In 1998. He graduated.

24 Q. What school did he graduate from?

25 A. Walhalla.

1 Q. Have you ever been married before, anyone before
2 Miss Elizabeth?

3 A. Yes, sir.

4 Q. What was her name?

5 A. Nesclle, N-E-S-C-H-l-E.

6 Q. When were you and Miss Neschle married?

7 A. From 1973 until '95.

8 Q. Did y'all live in Oconee County?

9 A. Yes, sir.

10 Q. Does she still live in Oconee County?

11 A. No, sir.

12 Q. Does she have any children that reside in Oconee
13 County?

14 A. No, sir.

15 Q. Does Miss Elizabeth work?

16 A. She is retired.

17 Q. Has she worked in Oconee County before?

18 A. No, sir.

19 Q. Okay. Have you had any other job besides your
20 position with the county council? Do you have any
21 employment?

22 A. I'm self-employed.

23 Q. What is your company's name?

24 A. McCall Welding & Machine Works.

25 Q. Where is that business located?

1 A. Behind my house, 260 Mountain Springs Road.

2 Q. In West Union?

3 A. Uh-huh [yes].

4 Q. How long have you owned that business?

5 A. I been in 'business since '74.

6 Q. Do you have any employees there?

7 A. No. I got one part-time. That's it.

8 Q. What is that person's name?

9 A. Huh?

10 Q. What is that person's name?

11 A. Samantha Swinson.

12 Q. Does Samantha live in Oconee County?

13 A. No, sir.

14 Q. Do you and Miss Elizabeth attend church in
15 Oconee County?

16 A. No.

17 Q. Have you ever attended a church in Oconee County
18 for an extended period of time?

19 A. No, sir.

20 Q. Are you a member of any civic organization like
21 Rotary or Lions Club?

22 A. No, sir.

23 Q. Are you a member of any professional
24 organization?

25 A. Association of Diving Contractors.

1 Q. Is Miss Elizabeth a member of any civic
2 organization?

3 A. No, sir.

4 Q. Do you have any other family members that live
5 in Oconee County?

6 A. Yeah, my brother.

7 Q. What's your Brother's name?

8 A. Keller.

9 Q. What does Keller do?

10 A. Works for Duke Power.

11 Q. Is he married?

12 A. Yes.

13 Q. What is his wife's name?

14 A. Pam.

15 Q. Do they have any children?

16 A. No, sir.

17 Q. Do they attend church anywhere in Oconee County?

18 A. I don't know.

19 Q. Did you grow up in Oconee County?

20 A. No, sir.

21 Q. Where did you grow up?

22 A. West Ashley.

23 Q. Charleston?

24 A. Yes, sir.

25 Q. Did you attend high school in Charleston?

1 A. Yes, sir.

2 Q. What's the name of that high school?

3 A. St. Andrews.

4 Q. Did you go to any secondary school after that?

5 A. Yes, sir.

6 Q. Where did you go?

7 A. Trident College.

8 Q. Did you get a degree from Trident College?

9 A. Yes.

10 Q. An associate's?

11 A. Yes, sir.

12 Q. In what?

13 A. Machine, finished in tool and die.

14 Q. When did you get that degree, what year; do you
15 know?

16 A. I don't remember.

17 Q. Did you begin working -- well, did you go to any
18 school after that?

19 A. No, sir.

20 Q. Have you gotten any sort of certifications in
21 any field, machine, tooling, dying, welding?

22 A. I had all that before I went in business.

23 Q. When did you move to Oconee County?

24 A. 19 -- I think around 1980.

25 Q. What did you do before that?

1 A. Self-employed.

2 Q. Charleston County?

3 A. James Island.

4 Q. Since 1980, have you operated McCall Machine
5 Works?

6 A. Yes.

7 Q. In Oconee County?

8 A. Yes, sir.

9 Q. Have you had, let's say in the past ten years,
10 any other employees besides Samantha Swinson?

11 A. I don't remember. I don't think so.

12 Q. When were you first elected to county council?

13 A. It goes in conjunction with the presidential
14 election. When Obama won the election.

15 Q. 2008?

16 A. I guess, yes, that's correct.

17 Q. And have you been reelected, is it, every four
18 years subsequent?

19 A. Yes, sir.

20 Q. You are not up for reelection until 2020, right?

21 A. Correct, sir.

22 Q. Have you served on any committees within county
23 council?

24 A. Yes, sir. I chair the public safety and law
25 enforcement.

1 Q. Any others?

2 A. Right now I sit on the facilities/grounds
3 maintenance. I think that's what you call it.

4 Q. Okay.

5 A. And all of us are on finance.

6 Q. Do you have any experience in building
7 construction?

8 A. None.

9 Q. Have you obtained any licensing as a contractor,
10 as a building contractor?

11 A. No.

12 Q. Have you received any sort of specialized
13 training as a contractor, building contractor?

14 A. No.

15 Q. Do you have any specialized training in the
16 building permit application process?

17 A. No.

18 Q. Do you have any specialized training or
19 education in the building permit inspection process?

20 A. No, sir.

21 Q. I'm going to show you, Mr. McCall --

22 MS. BURTON: Mr. Hopkins, I just want to
23 tell you on the record you are going to need to
24 probably read whatever you want to to Mr.
25 McCall. He is dyslexic, so he will have

1 difficulty reading the document.

2 Q. [Mr. Hopkins] Happy to do that. All right,
3 Mr. McCall. You understand you are here because
4 Mr. Stokes has filed a lawsuit against you, correct?

5 A. Yes, sir.

6 Q. You understand the allegations of his lawsuit?

7 A. I don't know why.

8 Q. Do you understand generally what he's alleged
9 against you in the lawsuit?

10 A. Vaguely.

11 Q. Okay. What do you understand about his lawsuit?

12 A. He is suing me because I'm a member of council.

13 Q. Do you believe he is only suing you because
14 you are a member of council?

15 A. Yes, sir.

16 Q. Okay. Is that the extent of your belief about
17 his allegations?

18 A. Political. My job is always political.

19 Q. Do you think he's filed a lawsuit against you
20 for a political reason?

21 A. Yes, sir.

22 Q. Are you aware of any political aspirations that
23 Mr. Stokes has?

24 A. No, sir.

25 Q. Is he currently running for any office in Oconee

1 County?

2 A. No, sir.

3 Q. That you are aware of?

4 A. No, sir.

5 [Plaintiff's Exhibit 1 was marked for
6 identification.]

7 Q. [Mr. Hopkins] I am going to show you what I
8 have marked as Plaintiff's Exhibit No. 1. I will
9 represent to you, but you can take a look at it, is that
10 your answer and counterclaim in this lawsuit?

11 A. I can't read that.

12 Q. Okay. Have you viewed an answer and
13 counterclaim in this lawsuit filed by you?

14 A. Over the phone, yes.

15 Q. And you understand that you have filed an answer
16 and counterclaims in this office?

17 A. Correct, sir.

18 Q. Okay. And do you understand that one of your
19 counterclaims for a frivolous lawsuit has been dismissed?

20 A. I didn't -- okay.

21 Q. Do you understand the two counterclaims you
22 originally filed?

23 A. Yes, sir.

24 Q. What were those?

25 A. Defamation, defamed me, hurt me politically, and

1 this costs me a bunch.

2 Q. Okay. Do you believe you filed a counterclaim
3 for defamation?

4 A. Yes.

5 Q. Okay. Did you also file a counterclaim for
6 frivolous lawsuit?

7 A. Yes, sir.

8 Q. You believe Mr. Stokes filed a frivolous
9 lawsuit?

10 A. Yes, sir.

11 Q. Do you understand that counterclaim has been
12 dismissed now?

13 A. That's not the way I understood it.

14 Q. Okay. This is page five, and I'm happy to read
15 it to you, but this is where your first counterclaim is
16 that I believe you stated is defamation. I'll read
17 starting at paragraph 46. You wrote "Defendant McCall
18 will show that the Plaintiff filed this action and named
19 Defendant McCall for the ulterior motive of defaming
20 Defendant personally, professionally and politically in
21 retaliation for Plaintiff losing his job." Does that
22 sound right?

23 A. Yes, sir.

24 Q. Do you recall that?

25 A. Yes, sir.

1 Q. What ulterior motive do you believe that
2 Mr. Stokes has in filing this lawsuit?

3 A. Money.

4 Q. In fact, don't people file lawsuits every day
5 for money damages?

6 A. I am not privy to that.

7 Q. Okay. Have you ever heard of people filing
8 lawsuits for money damages?

9 A. On the news.

10 Q. And do you believe people do not have the right
11 to file lawsuits for money damages?

12 A. Yes, sir.

13 Q. You believe that they should not file lawsuits?

14 A. Correct, sir.

15 Q. Do you believe we have a system of governance
16 wherein a citizen can file a lawsuit for money damages?

17 A. Yes, sir.

18 Q. You understand that?

19 A. Uh-huh [yes].

20 Q. Okay. Do you believe that a citizen should not
21 be able to file a lawsuit for money damages?

22 A. Yes, sir.

23 Q. Okay. Do you believe that there should never be
24 any lawsuits?

25 A. I didn't say that.

1 Q. Okay. Do you believe that a citizen should not
2 file a lawsuit for money damages?

3 A. I didn't say that.

4 Q. Okay. Do you believe that citizens have the
5 right to file lawsuits for money damages?

6 A. Yes, sir.

7 Q. Okay. Do you believe that Mr. Stokes has filed
8 this lawsuit with some ulterior motive?

9 A. Yes, sir.

10 Q. Okay. Do you believe there is an ulterior
11 motive besides money damages?

12 A. Yes, sir.

13 Q. What is that motive?

14 A. To hurt me politically.

15 Q. Okay. Anything else?

16 A. That's it.

17 Q. That's it? Okay. How do you believe that
18 Mr. Stokes is trying to hurt you politically?

19 A. It's part of my job. You take -- I stand -- I'm
20 elected to represent the people of Oconee County, and a
21 lot of people don't like the way I represent them.

22 Q. Do you have any evidence that Mr. Stokes is
23 trying to hurt you politically?

24 A. This lawsuit is hurting me professionally.

25 Q. Besides this lawsuit, is there any other

1 evidence that Mr. Stokes is trying to hurt you
2 politically?

3 A. No.

4 Q. He is not running for office, right? We have
5 talked about that.

6 A. No, sir.

7 Q. And you are not up for reelection until 2020,
8 correct?

9 A. Correct.

10 Q. But you believe this lawsuit is somehow hurting
11 you politically?

12 A. Yes, sir.

13 Q. Is there any other reason you think Mr. Stokes
14 is trying to hurt you?

15 A. That's the only reason.

16 Q. Okay. And you have no evidence that he is
17 trying to hurt you politically, correct?

18 A. No, sir.

19 Q. Okay. Thank you.

20 [Plaintiff's Exhibit 2 was marked for
21 identification.]

22 Q. [Mr. Hopkins] All right, Mr. McCall. I will
23 show you -- this has been marked as Plaintiff's Exhibit
24 No. 2. These are your answers to certain -- your answers
25 and objections to interrogatories that we sent on behalf

1 of Mr. Stokes.

2 A. Uh-huh [yes].

3 Q. Have you seen this document?

4 A. It's been read to me over the phone.

5 Q. Did you provide answers for this document?

6 A. Yes, I did.

7 Q. Okay. I am going to read to you interrogatory
8 No. 29, okay? I asked "Identify any willful or overt act
9 that Plaintiff has made in the course of filing this
10 lawsuit. In doing so, identify how that willful or overt
11 act is either unauthorized or aimed at an illegitimate
12 collateral objective." Do you recall seeing that
13 interrogatory or having it read to you?

14 A. It sounds familiar.

15 Q. Okay. I will read to you your answer. You said
16 "Defendant objects to Plaintiff's interrogatory No. 29 on
17 the grounds that it seeks information that is not
18 relevant or reasonably calculated to lead to discovery of
19 relevant or admissible evidence." Do you understand that
20 objection?

21 A. Yes.

22 Q. You understand you filed a counterclaim for
23 abuse of process.

24 A. Yes, sir.

25 Q. How is my client asking you to identify an

1 unauthorized overt act not relevant to this case?

2 MS. BURTON: Object to the form of your
3 question.

4 Q. [Mr. Hopkins] You can still answer.

5 A. It's not clear to me.

6 Q. Okay. You don't understand that objection?

7 A. I don't understand the question.

8 Q. Okay. You stated -- this is your answer -- that
9 the question I asked, interrogatory No. 29, is not
10 relevant. Okay?

11 A. Read the question again.

12 Q. I said "Identify any willful or overt act that
13 Plaintiff has made in the course of filing this lawsuit.
14 In doing so, identify how that willful or overt act is
15 either unauthorized or aimed at an illegitimate
16 collateral objective."

17 A. I still don't understand the question.

18 Q. Okay. So you didn't even understand the
19 question; is that correct?

20 A. I don't understand the question reading it.

21 Q. You believe that that question is not relevant
22 to this case?

23 MS. BURTON: Object to the form of your
24 question.

25 THE WITNESS: I can't -- I can't answer

1 something I don't understand.

2 Q. [Mr. Hopkins] I understand. Did you -- scratch
3 that. You went on to say, "Presumably, the request seeks
4 Defendant McCall to identify Plaintiff's actions and his
5 rationale behind each action which Defendant cannot
6 know," and I think it meant to say "or reasonably know."
7 Do you recall seeing or hearing that answer?

8 A. Yes.

9 Q. Okay. Do you believe that the question I posed
10 asked you to get into the mind of Mr. Stokes?

11 A. Yes.

12 Q. Okay. As we sit here today, do you have any
13 evidence that Mr. Stokes has taken an unauthorized,
14 willful or overt act in filing this lawsuit?

15 MS. BURTON: Object to the form of your
16 question.

17 Q. [Mr. Hopkins] At times she may object to
18 certain questions I have. Unless your attorney tells you
19 not to answer, you still have to answer my questions.
20 Okay?

21 A. Okay.

22 Q. So I will ask it again. I will ask it again.
23 Do you have any evidence as we sit here today that my
24 client David Stokes has taken a willful or overt act in
25 filing this lawsuit that is unauthorized?

1 MS. BURTON: Object to the form of your
2 question.

3 THE WITNESS: I'll answer it.

4 Q. [Mr. Hopkins] Yes, sir?

5 A. It's frivolous.

6 Q. So you believe the lawsuit is frivolous?

7 A. Yes, sir.

8 Q. And you believe that if it is a frivolous
9 lawsuit, it's an unauthorized lawsuit?

10 A. I'm not a lawyer. I can't answer that.

11 Q. Do you have any evidence that he's taken a
12 willful or overt act in filing this lawsuit that is aimed
13 at an illegitimate collateral objective?

14 MS. BURTON: Object to the form of your
15 question.

16 THE WITNESS: I don't understand that. I
17 don't understand the legal terminology.

18 Q. [Mr. Hopkins] But you answered this question,
19 correct? These are your answers, right?

20 A. When it was explained to me, I answered it.

21 Q. Nobody answered these on your behalf, did they?

22 A. No, sir.

23 Q. You sent these answers, correct, or your
24 attorney sent them to me, but these are your answers,
25 correct?

1 A. Yes, sir.

2 Q. But you are stating now on the record you don't
3 understand the question?

4 A. The way you are phrasing it, I do not understand
5 it.

6 Q. I will let counsel jump in. I am not phrasing
7 it any other way than how it's read, how it's stated. I
8 have stated it this way, I've read it to you, and I have
9 read your answer. Today you are telling me you didn't
10 understand the question; is that correct?

11 A. Just don't understand it.

12 Q. All right.

13 [Plaintiff's Exhibit 3 was marked for
14 identification.]

15 Q. [Mr. Hopkins] This has been marked as
16 Plaintiff's Exhibit No. 3, Mr. McCall. These I will
17 represent to you are your answers, your responses and
18 objections to Plaintiff's request for production of
19 documents. Have you seen or heard about this document?

20 A. Yes.

21 Q. And these are your answers?

22 A. Yes.

23 Q. Okay. Do you disagree that you -- scratch that.
24 Would you agree with me that you did not provide any
25 documents in response to this request?

1 A. That's correct.

2 Q. Okay. You don't have any documents responsive
3 to these requests?

4 A. No, sir.

5 Q. Do you?

6 A. No, sir.

7 Q. Okay. Thank you. I'm sorry. Those are for
8 there. I'm sorry. I want to talk to you about the April
9 25th council meeting. Do you recall that?

10 A. Yes, sir.

11 Q. That is the subject of most of why we are here,
12 is it not?

13 A. Yes, sir.

14 Q. Okay. Do you recall what you said in that
15 council meeting?

16 A. Yes, sir.

17 Q. Okay. Can you tell me what you said?

18 A. Which part? The meeting was pretty long.

19 Q. Well, whatever you said.

20 A. We were -- a bunch of builders were there with
21 complaints. As a council member, we deal with
22 complaints, and you refer the complaints to the only
23 place you can refer, to the administrator, or the
24 complaints are heard before the full council.

25 Q. Okay. Do you recall referring any of those

1 builder complaints to Mr. Moulder?

2 A. Absolutely.

3 Q. Okay. Did you provide those in verbal form or
4 written form?

5 A. When a builder calls, only thing I do is listen
6 to the complaint and I say "Okay," and they say "What are
7 you going to do about it?" I say "I have to call the
8 administrator."

9 Q. Okay. Do you recall before that any complaints
10 about the building department?

11 A. Absolutely.

12 Q. Can you tell me about those?

13 A. Well, you get calls all the time from builders.
14 Sometimes -- and you have to take all of them with a
15 grain of salt. You don't know whether they are true or
16 not, but then over the course of time, the same
17 complaints keep surfacing from different people over and
18 over again. Then at one point, apparently it reached a
19 boiling point and all these builders showed up at my
20 shop. The parking lot was full, so I said "Look here."
21 I said "Look here, guys. Wait a minute." I got on the
22 phone and called Mr. Moulder. He came out and met with
23 them in my shop and was taking notes. My phone was
24 ringing. I have to go answer, take care of my phone.
25 Q. Do you recall the builders that were at your

1 shop that day?

2 A. Mr. Moulder has the list.

3 Q. Okay. Do you recall any of them?

4 A. I'm not -- I don't know these people. They are
5 not in my realm of where I work.

6 Q. I understand. As we sit here today, do you
7 recall any of them specifically, their names?

8 A. No, no.

9 Q. And you believe Mr. Moulder has a list of those
10 builders?

11 A. Yes.

12 Q. Okay. You believe Mr. Moulder has notes from
13 that meeting?

14 A. I guess. I'm speculating.

15 Q. Is that the extent of the complaints you
16 received about the building department, just this meeting
17 that culminated at your --

18 A. No, sir; no, sir.

19 Q. Okay. Can you tell me about any complaints you
20 had had before that?

21 A. They call up. Once again, these are people
22 calling in. They are not substantiated, but the same
23 complaint comes over and over again. The complaint is
24 that -- once again, I am not a builder, but they said
25 they are making the rules up. Well, one builder pulled

1 out the building codes or whatever that book is and said
2 "They are making the rules up. When I called them on it"
3 -- not Mr. Stokes, one of his employees -- he said "the
4 employee threw papers up in the air and went to screaming
5 and hollering," and I said "Look, I got nothing to do
6 with county employees. Tell Mr. Moulder. Tell the
7 administrator. I can't -- I don't deal with county
8 employees."

9 Q. Okay. So besides the incident at your shop and
10 the incident where a builder claimed an employee threw
11 papers up in the air, do you recall any complaints about
12 the building department?

13 A. It was the same story over and over again, you
14 got to guess when the inspector is going to come because
15 the builders are waiting -- apparently they have
16 schedules. I don't know -- and waiting on this and we
17 are waiting on that and the inspector don't show up.
18 When the inspector shows up, they got an attitude or
19 whatever. This is what I hear. I was never there on the
20 building site. I was never anywhere around.

21 Q. I understand. Do you know how many inspectors
22 the building department had?

23 A. Got no idea.

24 Q. If they had three, how many properties could
25 they look at at once?

1 A. Got no idea.

2 Q. Well, if there is three of them, they could only
3 look at three properties at once, right?

4 A. I don't know.

5 Q. Somebody can't be in two places at once, right?

6 A. I'm not an inspector. I don't know how that
7 works.

8 Q. Okay. Do you recall talking about a plumber in
9 the county council meeting?

10 A. Yes, sir, I do.

11 Q. Who was that plumber?

12 A. Mr. Wooten, Wooten's Plumbing.

13 Q. Okay.

14 A. He was at the shop on a different occasion with
15 the same problem, they are making the rules up, and he
16 informed me. I said "Well, go to Mr. Moulder or go to
17 the building codes." He said, his words were, and I
18 quote, "If I buck these people, I will never get another
19 project done without harassment." That's his words, not
20 mine.

21 Q. As we sit here today, do you have any evidence
22 of the building codes department harassing any contractor
23 in Ocone County?

24 A. I'm not out there.

25 Q. Well, in fact, you didn't submit any complaints

1 from any contractors in Oconee County, did you?

2 A. No.

3 Q. Okay.

4 A. All complaints are funneled to Mr. Moulder.

5 Q. Do you recall saying that the building codes
6 department had a sweet deal going?

7 A. Yes, sir.

8 Q. Can you explain that to me?

9 A. We getting -- this is regarding the metal
10 carports, and it came up, got complaints from different
11 people selling carports. First off, you take it with a
12 grain of salt, maybe, you know, this, that and the other.
13 Well, the carports were under 400 square feet, just
14 little things you park a car under, and people saying
15 that somebody, not Mr. Stokes, somebody at his office is
16 saying that you have to go to Mr. Whitten because he is
17 the only one that can stamp the drawings. I asked Mr.
18 Moulder, I said "Is Mr. Whitten a licensed professional
19 engineer," and he's not, and then there was a -- later on
20 we found from more complaints, not Mr. Stokes, but a lady
21 down there at the office in the building codes office was
22 funneling people to Mr. Whitten, and that's when I made
23 the statement there must be a sweet deal going down
24 there.

25 Q. Well, I asked you to provide evidence of that

1 sweet deal. Did you provide any evidence of that?

2 MS. BURTON: I am going to object to the
3 form of your question. That is a written
4 document request. That isn't the only type of
5 evidence that exists.

6 Q. [Mr. Hopkins] All right. Did you provide any
7 written evidence of a sweet deal going?

8 A. No, no..

9 Q. Are you aware of any written evidence of a sweet
10 deal going?

11 A. No.

12 Q. Are you aware of any written evidence indicating
13 a disproportionate amount of people being funneled to
14 Mr. Whitten's office?

15 A. Just the phone calls that I get from the
16 constituents.

17 Q. Let me ask you this. Have you seen any evidence
18 of a disproportionate amount of people getting funneled
19 to Mr. Whitten?

20 A. I don't know. I don't know what the sales are.

21 Q. Can we agree you made that statement based on
22 statements from other people?

23 A. Yes.

24 Q. Okay.

25 A. I respond -- as a councilman, you respond to the

1 demands of the public who elected you.

2 Q. You didn't have any evidence of that allegation
3 at the time you made that statement, did you?

4 A. A room full of -- a room full of disgruntled
5 people.

6 Q. Did you ask -- before you made the sweet deal
7 comment, did you ask any of the builders about evidence
8 of funneling to Mr. Whitten?

9 A. We had Mr. Larry Burton who first alerted me to
10 this and other people that sell metal buildings.

11 Q. Would it be fair to say that you disagreed that
12 a carport or a structure, a carport, a metal structure
13 needed to have engineering codes submitted or engineering
14 designs submitted?

15 A. The state, the law says, the building code says
16 under 400 square feet, you do not need a permit or
17 anything else. Carports are, according to what the law
18 says, they're a temporary structure. They are just
19 sitting there on the ground.

20 Q. What law is that?

21 A. I don't know. It is the same as the storage
22 container. It is supposed to be -- I believe it's in the
23 building codes or under exemptions under the county
24 ordinance.

25 Q. You believe that's an exemption under the county

1 ordinance?

2 A. Yes.

3 Q. Do you believe the county ordinance says that
4 metal carports are temporary structures?

5 A. County ordinance says under 400 square feet.

6 Q. Specifically, you were talking about Miss
7 Cammick's structure, weren't you?

8 A. No. I was talking about everything.

9 Q. You pointed out they sold Miss Cammick a
10 building permit?

11 A. Yes, they did.

12 Q. Do you believe she did not need to get a
13 building permit?

14 A. No, sir, she did not.

15 Q. I will represent to you she just testified in
16 this room she knew she needed to get a building permit.

17 A. Under 400 square feet, you don't need one.

18 Q. She just told all of us in this room she knew
19 she had to get a building permit.

20 A. I wasn't here.

21 Q. You disagree with that statement then, though?

22 A. I'm not saying one way or the other.

23 Q. Well, you are saying that you believe she didn't
24 need to get a building permit?

25 A. No. Under 400 square feet no, sir, you don't.

1 Q. Do you know what the size of her building was?

2 A. Got no idea.

3 Q. Okay. In fact, in that meeting, she said "I
4 don't mind, but we need to streamline that process,"
5 right?

6 A. I would have to look at the audio tape.

7 Q. Did you speak to Miss Cammick about some sort of
8 concrete situation going on with a builder?

9 A. Yes. It started out before Easter weekend or
10 something. I get a call from a builder and he's hot and,
11 you know, what else is new, and he's saying "I been
12 waiting here. The concrete truck is here and I been
13 waiting to get the footing, to get the go ahead to pour
14 the footing." I said "Look, call the administrator." He
15 calls. He said "The administrator ain't in." I said
16 "Well, let me try to call the county attorney and I will
17 call you back." County attorney was not in, so I can't
18 say nothing, so I said "Well, I'll call Mrs. Cammick.
19 She is the chairman and maybe she knows something I don't
20 know," and that was the end of it.

21 Q. Okay. So the extent of it was somebody called
22 you with a complaint and you called -- well, you
23 attempted to call Mr. Moulder and the county attorney and
24 finally spoke to Miss Cammick?

25 A. Yeah.

1 Q. Did Miss Cammick call you back and let you know
2 what had happened?

3 A. No. She just said "I'll do something."

4 Q. Do you know how that situation got resolved?

5 A. No.

6 Q. Who is Ashley Rice?

7 A. No idea.

8 Q. Okay. She is identified in your answers to
9 interrogatories on page four, right here, Ashley Rice.

10 A. Y'all gave me all these names. I didn't know
11 none of them.

12 Q. So you don't know who that is?

13 A. No.

14 Q. You stated that Miss Rice presumably has
15 information concerning the facts of this action.

16 A. This came to me with all these names on it.
17 They asked me "Do you recognize any of these people?"
18 Some I said yes; some I said no.

19 Q. Okay. Who is Harold Knight?

20 A. He's a builder.

21 Q. Okay. What does he know about this case?

22 A. He at the council meeting stood up and mentioned
23 Mr. Stokes directly as part of his whatever he had going
24 on. Miss Cammick at the council meeting -- it's on tape
25 -- cautioned him do not use names.

1 Q. Do you recall what his complaints were?

2 A. No.

3 Q. What about Frank Massett?

4 A. Massey?

5 Q. Well, your answers say Massett, but it may be
6 Massey, if that's right.

7 A. I know a Frank Massey runs the stump dump.

8 Q. Okay. That says Frank Massett.

9 A. I don't know him.

10 Q. Okay. I understand. You don't know a Frank
11 Massett; you know a Frank Massey?

12 A. Uh-huh [yes].

13 Q. Okay. He runs the stump dump?

14 A. Uh-huh [yes].

15 Q. Where is that stump dump located?

16 A. It's up in Salem.

17 Q. Does he know anything about this case?

18 A. No.

19 Q. Do you know a Brad Kisker?

20 A. Yes. He is an appointee to the planning
21 commission.

22 Q. What does he know about this case?

23 A. He's a builder. You would have to ask him.

24 Q. Tom Markovich?

25 A. He's -- he owns Markovich Builders, and he is

1 also a builder.

2 Q. What does he know about this case?

3 A. I got no idea.

4 Q. Okay. Brad Lecroy, is that the old coach of the
5 baseball team?

6 A. I got no idea.

7 Q. Do you know him, Brad Lecroy?

8 A. A lot of people know me, but I don't know them.

9 Q. Okay. Well, he is identified in your answers,
10 so I am just trying to ask what he may know about the
11 case. You identified him.

12 A. This list was sent to me, "Do you recognize any
13 of these people?" I didn't make that list up.

14 Q. Okay. You didn't make this list?

15 A. No, sir.

16 Q. Do you have property insurance, Mr. McCall, for
17 your home?

18 A. Yes.

19 Q. Who is the insurance carrier on that?

20 A. Is this relevant?

21 Q. Unless she tells you not to answer, you have to
22 answer.

23 A. Allstate.

24 Q. Did you play any role in Mr. Stokes'
25 termination?

1 A. Absolutely not.

2 Q. Did you make any recommendations to Mr. Moulder?

3 A. Absolutely not.

4 Q. Did you speak to Mr. Moulder about Mr. Stokes'
5 termination?

6 A. No, sir.

7 Q. Okay. Have you ever spoken to Mr. Moulder about
8 Mr. Stokes' termination?

9 A. No, sir.

10 Q. Okay. Do you agree with the decision to
11 terminate Mr. Stokes?

12 A. It's not my decision.

13 Q. You don't have an opinion on it?

14 A. No, sir.

15 Q. Do you know whether Mr. Stokes had a grievance
16 hearing over his termination?

17 A. No, sir, I do not.

18 Q. I am going to read to you from their findings.
19 Okay? They stated "There was no verifiable evidence
20 presented at the hearing to refute what is documented in
21 his" -- that's Mr. Stokes -- "personnel file. There are
22 no written complaints filed against him by any county
23 residents, contractors or departmental staff members, nor
24 are there any disciplinary actions or reprimands. It is
25 the recommendation of this committee that tangible

1 documentation or evidence be produced for review by the
2 committee and Mr. Stokes or, in the alternative, for full
3 reinstatement with back pay as requested in the original
4 complaint." Do you have any reason to dispute what I
5 just read?

6 A. I don't know anything about it.

7 Q. Okay. Did anyone ever ask you to submit
8 documentation or the complaints you had heard from
9 builders regarding Mr. Stokes' grievance hearing?

10 A. No, sir.

11 Q. Were you asked to testify at Mr. Stokes'
12 grievance hearing?

13 A. No, sir.

14 Q. At the end of the meeting on the 25th, you said
15 "I think Mr. Moulder gets the general idea that the
16 department needs some work."

17 A. No. Miss Cammick said that.

18 Q. That's right. That's Miss Cammick. Do you
19 agree with Miss Cammick's statement?

20 A. I have no opinion.

21 Q. Okay. Are you aware of any changes to the
22 building codes or the building department besides the
23 termination of Mr. Stokes?

24 A. There have been some personnel changes, but I am
25 not privy to what goes on.

1 Q. You believe there have been other personnel
2 changes?

3 A. Just what you hear.

4 Q. On page 12 of these interrogatories, No. 13, I
5 asked you "Is it your contention, opinion or position
6 that Plaintiff" -- that's Mr. Stokes -- "contributed to
7 or caused in any manner or any way whatsoever to this
8 incident or his damages?" Your response was "Yes. Based
9 upon the complaints received by this Defendant, it
10 appears that Plaintiff was not properly managing his
11 department."

12 A. Yes, that's correct.

13 Q. Do you agree with that statement?

14 A. Yes.

15 Q. Okay. Are you aware of any other council
16 meeting where complaints about the building department
17 were mentioned before April 25, 2017?

18 A. You would have to go back. At the front of the
19 council meeting, we have public comment and you can get
20 up, people can get up and approach the podium and say
21 whatever they want.

22 Q. Okay. Well, it was probably a poorly worded
23 question. Here is my question. Did you ever mention or
24 do you ever recall mentioning prior to April 25, 2017 at
25 any council meeting complaints about Mr. Stokes or his

1 department?

2 A. No. The public mentions that.

3 Q. But you didn't make any comment?

4 A. No.

5 Q. So April 25, 2017 was the first time you made a
6 comment about his department publicly?

7 A. Yes, that I recall.

8 Q. Why do you believe Mr. Stokes' lawsuit is
9 frivolous?

10 A. For me, he is going after me for no reason at
11 all other than to make a big political splash.

12 Q. I guess I want to understand that a little bit
13 better. You have stated a few times that there is
14 political motives behind Mr. Stokes' lawsuit.

15 A. Yes, yes.

16 Q. What political aspirations or hopes or objective
17 do you believe that Mr. Stokes has in filing this
18 lawsuit?

19 A. I'm not popular with the rich and affluent
20 people. I represent a poor district, and a lot of times
21 not Mr. Stokes, but the building codes people make it
22 hard on poor people trying to put trailers in. Once
23 again, not Mr. Stokes, but his department was apparently
24 -- trailer people were telling me it was hard, they were
25 making it hard on them, things like that. I don't

1 represent rich. I represent common poor people, and the
2 department, my constituents felt were being unjustly
3 singled out.

4 Q. You feel like he is attacking you?

5 A. No, not Mr. Stokes; his department.

6 Q. I understand. But you believe that he is
7 attacking you by filing this lawsuit, correct?

8 A. Yes.

9 Q. Okay. So I'm trying to flesh out what you're
10 saying. You believe that by filing this lawsuit, he is
11 attacking you and your constituents?

12 A. For my past votes and my views.

13 Q. Okay. Was Mr. Stokes active in county council
14 meetings?

15 A. No.

16 Q. Do you recall him ever attending a meeting?

17 A. No, sir -- yes. When we had an update, update
18 of the building codes a long time ago.

19 Q. At that meeting, he spoke in his official
20 capacity, didn't he?

21 A. Yes. He just said "We have got a new revision."
22 That's all.

23 Q. Are you aware of any personal comments that
24 Mr. Stokes has made about you politically?

25 A. Huh?

1 Q. Are you aware of any comments that Mr. Stokes
2 has made about you politically?

3 A. Mr. Stokes -- once again, Mr. Stokes has made no
4 comments about me. His department employees have.

5 Q. Okay. He hasn't worked there in a year,
6 correct?

7 A. That's correct.

8 Q. And none of his employees are named in this
9 lawsuit or they are not a named party in this lawsuit,
10 are they?

11 A. No.

12 Q. Okay. But you somehow believe that he is
13 attacking you, has a political vendetta against you?

14 A. Yes.

15 Q. But you have no evidence to support that, do
16 you?

17 A. The other thing is -- I wasn't going to bring
18 this up, but you're pressing me to do it. There is two
19 friends of mine, Dr. Bowman and Dr. McGeorge. They own
20 Blue Ridge Orthopedics. They started it. Jim and I have
21 been very close friends since the '70s since right after
22 I moved up here and he moved down from Ogdensburg.
23 Mr. Stokes' ex-wife is their office manager, and I have
24 heard rumors that he found out, Mr. Stokes found out that
25 Mr. McGeorge and Mr. Bowman and I are very good friends,

1 that he was not very happy. I understand, not heard.

2 Q. That Mr. Stokes was not happy about what?

3 A. Because I am friends with Jim McGeorge and Larry
4 Bowman and his ex-wife is their office manager.

5 Q. So you believe that Mr. Stokes has filed this
6 lawsuit because you are friends with people who employ
7 his ex-wife?

8 A. No. That's just an assumption that I heard.

9 Q. Okay. You don't believe that has any bearing on
10 whether he filed this lawsuit?

11 A. It could be. He is not very happy. This is a
12 very contentious situation.

13 Q. What evidence do you have that he is not happy
14 with you over that situation?

15 A. Just what you hear. It's all hearsay.

16 Q. Okay. Who did you hear it from?

17 A. I don't remember.

18 Q. Well, I only get to ask you these questions
19 today, Mr. McCall, so let's try and figure it out. Was
20 it Mister -- did Mr. Bowman say anything about how happy
21 Mr. Stokes was?

22 A. [Witness shakes head].

23 Q. Did Dr. McGeorge say anything about how
24 Mr. Stokes was unhappy?

25 A. I don't remember.

1 Q. Have you spoken to Mr. Stokes' ex-wife?

2 A. Long time ago when they were building the new
3 surgery suite.

4 Q. But not in the past year?

5 A. Oh, no.

6 Q. Okay. Do you believe it's a citizen who told
7 you that Mr. Stokes was not happy about that situation?

8 A. Probably. I would say yes.

9 Q. So you believe that Mr. Stokes is unhappy with
10 Blue Ridge Orthopedics because they employ his ex-wife
11 and, in turn, because you are friends with the doctors
12 there, that he filed this lawsuit to get back at you?

13 A. No. He is not very happy. I didn't say he
14 filed the lawsuit. He is not very happy because Jim and
15 I and Larry are friends. That's all.

16 Q. Okay. Do you believe that you can say anything
17 about anyone without any repercussions?

18 MS. BURTON: Object to the form of your
19 question.

20 MR. LOGAN: Same objection.

21 Q. [Mr. Hopkins] You can still answer the
22 question.

23 A. Your question, sir, is outlandish. Why would
24 you pose such a question?

25 Q. I am just asking you. Do you believe that you

1 can say anything about anybody without any consequences
2 or repercussions?

3 A. No, you can't.

4 MS. BURTON: Object to the form of your
5 question.

6 MR. LOGAN: Same.

7 Q. [Mr. Hopkins] You can still answer it.

8 A. Your question is still like asking somebody how
9 long you been breathing. You need to rephrase it.

10 Q. Okay. Do you believe that you can say anything
11 about anybody in this room without a consequence?

12 MS. BURTON: Object to the form of your
13 question.

14 MR. LOGAN: Same.

15 Q. [Mr. Hopkins] As I said, they can object to
16 questions, but you still have to answer them, so if you
17 would like me to repeat it, I can.

18 A. Repeat it.

19 Q. Okay. They are going to object. You can still
20 answer. Do you believe that you can say anything about
21 anybody in this room without a consequence?

22 MS. BURTON: Object to the form of your
23 question.

24 MR. LOGAN: Same.

25 THE WITNESS: Yes. No, you can't do that.

1 It would be unpolite [sic].

2 Q. [Mr. Hopkins] Do you believe that you can make
3 false accusations against somebody without any
4 consequence?

5 MS. BURTON: Object to the form of your
6 question.

7 MR. LOGAN: Same.

8 THE WITNESS: Your client already has.

9 Q. [Mr. Hopkins] What do you mean by that?

10 A. By filing a lawsuit against me.

11 Q. You believe that is a consequence of saying
12 something false about somebody?

13 A. Yes.

14 MS. BURTON: Object to the form of the
15 question.

16 Q. [Mr. Hopkins] Somebody can sue you for saying
17 something false about them?

18 MR. LOGAN: Same objection.

19 THE WITNESS: If you -- if it is
20 outlandish and you did it as malice, maybe.

21 Q. [Mr. Hopkins] Do you believe you can say
22 anything at county council meetings without consequence?

23 MS. BURTON: Object to the form of your
24 question.

25 MR. LOGAN: Same.

1 THE WITNESS: I'm going to say this once
2 again. When you're up there, the council,
3 you're responding. You don't -- a member is an
4 elected official. You respond to your
5 constituents. The people elected you. When
6 they tell you "I want this done" and a bunch of
7 them come to you, you have two options. You
8 can ignore them or you can pass the relevant
9 complaints to the appropriate channels.

10 Q. [Mr. Hopkins] Do you believe that you have a
11 duty to investigate or verify the accuracy of the
12 complaints?

13 MS. BURTON: Object to the form of your
14 question.

15 MR. LOGAN: Same.

16 THE WITNESS: I can only pass the
17 complaint -- I can only pass the information to
18 the proper channels.

19 Q. [Mr. Hopkins] Do you believe it is proper to --
20 scratch that. Do you believe you are allowed to
21 reiterate complaints without verifying the truth or
22 accuracy of them?

23 MS. BURTON: Object to the form of your
24 question.

25 MR. LOGAN: Same.

1 THE WITNESS: You can only repeat -- when
2 you're up there, you can only repeat what the
3 constituents tell you to repeat.

4 MR. HOPKINS: Okay. Can we take a short
5 five-minute break to speak to my client?

6 MR. LOGAN: Sure.

7 MS. BURTON: Sure.

8 MR. HOPKINS: I think I'm almost done.

9 VIDEOGRAPHER: Off the record at 11:56
10 a.m.

11 [Off the record.]

12 [Short recess.]

13 VIDEOGRAPHER: On the record at 12:05 p.m.

14 Q. [Mr. Hopkins] All right, Mr. McCall. Do you
15 recall in the April '25th meeting saying that they're -- I
16 believe you are talking about the building codes
17 department -- recommending that you got to go down to a
18 certain other builder or seller of carports and sheds and
19 he is the only person that can stamp the drawings?

20 A. That's what I was told by the constituents.

21 Q. Okay. Do you recall which constituents it was
22 that told you that?

23 A. People calling, just people calling me on the
24 phone, and I just tell them, I said "Look. You don't
25 need a permit. It's under 400 square feet. Buy whoever

1 you want to buy."

2 Q. Okay. Do you recall any of those names as we
3 sit here today?

4 A. No, sir.

5 Q. Okay. You also said "I am looking through some
6 papers right now, but building codes is funneling people
7 down to his office." Do you recall that?

8 A. I was looking through some council papers when I
9 said that.

10 Q. Okay. What evidence do you have that building
11 codes was funneling people down to this office?

12 A. There was a lady that worked at building codes,
13 and I don't know her name because I never went down there
14 to talk to her, and she told Mr. Larry Burton and she
15 told Mr. Tate -- Greg Tatum of R&R Fabricators "You have
16 to go to Whitten's because he is the only one that can
17 stamp the drawings." That's the limit of what I know.

18 Q. So then it was Larry Burton and Greg Tatum that
19 told you that?

20 A. Yes.

21 Q. Okay. Any other people that told you that?

22 A. Whoever the -- I got a call once or twice from
23 the Mennonites down on 11, but I don't know, you know.

24 Q. You also said "And then these building codes is
25 making up rules."

1 A. Yes. They are.

2 Q. What evidence do you have they were making up
3 rules?

4 A. By what the builders come to me, and they said
5 "Here it is, the building codes. Here is what it says in
6 the building code. This guy is telling me this other
7 thing." Once again, "Go see the administrator."

8 Q. You made that comment by relying on what
9 building codes was telling you their interpretation of a
10 conversation was?

11 A. Once again, as an elected official, you respond
12 to what your constituents tell you. If it is an initial
13 one or two thing, you discard it. You say "Well, maybe
14 they are just mad about something" because people do
15 that, but when you hear the same story over and over
16 again, then you have to say "Well, I better -- you better
17 go see the administrator."

18 Q. Okay. We talked about it already, but you agree
19 with me the grievance committee recommended that
20 Mr. Stokes be reinstated with back pay, correct?

21 MS. BURTON: Object to the form of your
22 question.

23 MR. LOGAN: Same.

24 THE WITNESS: I wasn't there.

25 Q. [Mr. Hopkins] What sort of damages are you

1 looking for for your counterclaims?

2 A. My counterclaim?

3 Q. Yes, sir.

4 A. My time I am losing right now, reputation, my
5 reputation. I'm highly respected in the industrial
6 community. This is slinging mud on my reputation. My
7 reputation, I ran for office, an uphill fight, on one
8 platform, I do the honest thing. I will do whatever it
9 is no matter how bad it hurts if it's right, if it's
10 legal. That's it.

11 Q. So you believe Mr. Stokes has damaged your
12 reputation?

13 A. Absolutely.

14 Q. Are you aware of anybody that Mr. Stokes has
15 communicated this lawsuit to?

16 A. Other than the fact of whatever was said in the
17 newspaper concerning y'all's side of the lawsuit. That's
18 where my -- that's what's hurt me.

19 Q. You believe that we said something in an article
20 to the newspaper?

21 A. No. It was said in the newspaper.

22 Q. Okay. Are you aware of whether Mr. Stokes or
23 anybody in my office contacted the newspaper about that
24 article?

25 A. No idea.

1 Q. Do you have any evidence that my office or Mr.
2 Stokes contacted the newspaper?

3 A. No, sir.

4 Q. Do you have any evidence of whether the
5 newspaper found out about the lawsuit on their own?

6 A. Got no idea.

7 Q. Those are all the questions I have. Your
8 attorneys may have some questions.

9 MR. LOGAN: I have no questions.

10 MS. BURTON: I don't have any questions
11 for Mr. McCall.

12 MS. BARTON: No questions.

13 MR. HOPKINS: Thank you, Mr. McCall.
14 Sorry to meet under these circumstances.

15 VIDEOGRAPHER: This concludes today's
16 deposition of Mr. McCall. We are off the
17 record at 12:09 p.m.

18 [DEPOSITION CONCLUDED AT 12:09 P.M.]

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C E R T I F I C A T E

S O U T H C A R O L I N A

A N D E R S O N C O U N T Y

I hereby certify that the foregoing deposition was reported, as stated in the caption, by the method of Stenograph machine with backup, and the questions and answers thereto were reduced to typewriting by me or under my direction; that the foregoing pages 1 through 54 represent a true, correct and complete transcript of the evidence given on the 7th day of March, 2018, by the witness, WAYNE MCCALL, who was first duly sworn by me; that I am not a relative, employee, attorney or counsel of any of the parties, nor am I financially interested in the action.

This 22nd day of March, 2018.

Susan Lynn McCracken, RMR
Court Reporter

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STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF OCONEE)

DAVID T. STOKES,)
Plaintiff,)
vs.) NO. 17-CP-37-00320
OCONEE COUNTY, WAYNE MCCALL)
AND EDDA CAMMICK,)
Defendants.)

 COPY

Video Deposition of
EDDA CAMMICK

Pursuant to Notice of Deposition and/or agreement in
the above-entitled case, a deposition was taken on the
7th day of March, 2018, commencing at approximately
9:00 a.m., attended as follows:

1 APPEARANCES OF COUNSEL

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ALSO PRESENT: Scott Moulder

VIDEOGRAPHER: Michael Arrison

DEPOSITION REPORTED BY: SUSAN L. MCCracken, RMR
Depositions And..., Inc.
(864) 235-3518

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1 Pursuant to Notice and/or agreement to take
2 depositions, the within deposition was taken by Susan L.
3 McCracken, RMR, a Notary Public, as required under South
4 Carolina Court Rule 30, et al, by consent of all parties,
5 at the law offices of Logan, Jolly & Smith, 1805 N.
6 Boulevard, Anderson, South Carolina.

7 **WAIVER**

8 It is not agreed by Counsel for all parties that the
9 reading over of and signing of the deposition by the
10 witness are waived.

11 ** ** ** **

12 VIDEOGRAPHER: This is the videotape
13 deposition of Edda Cammick taken by the
14 Plaintiff in the matter of David Stokes versus
15 Oconee County, et al, filed in the Court of
16 Common Pleas, State of South Carolina in Oconee
17 County. Case number is 2017-CP-37-00320. Is
18 deposition is being held at the law firm of
19 Logan, Jolly & Smith located at 1805 North
20 Boulevard in Anderson, South Carolina on
21 Wednesday, March 7, 2018. My name is Michael
22 Arrison from the firm of Carolina Legal Video
23 Services. The court reporter is Sue McCracken
24 from Depositions And, Incorporated. Going on
25 the record at 9:02 a.m.

ELECTRONICALLY FILED - 2019 Jan 21 11:58 AM - OCONEE - COMMON PLEAS - CASE#2017CP3700320

1 Counsel now state their appearance for the
2 record.

3 MR. HOPKINS: Clay Hopkins for David
4 Stokes.

5 MR. LOGAN: Jim Logan for the witness and
6 Oconee County, Defendant.

7 MS. BURTON: Stephanie Burton for
8 Defendant Wayne McCall.

9 MS. BARTON: Roberta Barton for the
10 witness Edda Cammick and Wayne McCall.

11 VIDEOGRAPHER: The court reporter will
12 now swear in the witness.

13 The deponent was duly sworn to tell the truth, the
14 whole truth and nothing but the truth of her own
15 knowledge concerning the matter herein:

16 **EDDA CAMMICK**

17 having been first duly sworn, was examined
18 and testified as follows:

19 **EXAMINATION**

20 **BY MR. HOPKINS:**

21 Q. Good morning, Miss Cammick. We met a moment
22 ago. My name is Clay Hopkins. Together with my dad
23 Bill, we represent Mr. Stokes in a lawsuit that he has
24 brought against Oconee County, Wayne McCall and yourself.

25 A. Yes, sir.

1 Q. Do you understand you are here to give a
2 deposition in that matter today?

3 A. Yes, sir.

4 Q. Have you ever given a deposition before?

5 A. No, sir.

6 Q. Okay. I'm going to go over some ground rules.
7 I am sure your attorneys have already gone over them, but
8 the rules require me to. We have a court reporter here.
9 She is taking down everything that we say. Some of this
10 is not really that much of a problem because we also have
11 a videographer who can see kind of how you answer, but
12 for purposes of the transcript that she's typing up, we
13 need to remember at least two things. The first, if you
14 could, could you allow me to finish asking my question?
15 And I will give you all the time in the world to give a
16 response. Is that fair?

17 A. Sure.

18 Q. Okay. The second is that she cannot take down
19 nonverbal responses such as you shaking your head or
20 saying "uh-huh" or "huh-uh."

21 A. Yes, sir.

22 Q. And I'll try to remind you as well along the
23 way. We can get kind of lost in conversation sometimes,
24 but if you could, could you please try to give me a
25 verbal response to my questions?

1 A. Yes, sir.

2 Q. And insofar as I will probably ask a few very
3 poor questions today, if you don't understand a question
4 of mine, could you please just ask me to rephrase it,
5 reword it, do something else with it? Is that fair?

6 A. Yes, sir.

7 Q. To the extent that you answer a question, I will
8 assume that you understood it. Is that fair?

9 A. Yes, sir.

10 Q. I don't think that we will be here for very
11 long. We may be, though. If you need to take a break at
12 any time, I am happy with that. Just please let me know.
13 Okay?

14 A. Thank you.

15 Q. And to the extent we do take a break, I would
16 ask you to answer any question I posed before we take a
17 break. Is that fair?

18 A. Yes, sir.

19 Q. Okay. Is there any reason that you cannot give
20 me truthful answers today?

21 A. You told me not to nod. Sorry.

22 Q. Yes, ma'am.

23 A. No, there is no reason why I shouldn't be
24 telling the truth today.

25 Q. Are you under the influence of any prescription

1 medication today?

2 A. Yes, sir.

3 Q. What medication are you on?

4 A. Valsartan for my blood pressure.

5 Q. Okay. Do you think that prescription would
6 prevent you from giving a truthful answer today?

7 A. No, sir.

8 Q. Did you speak to anybody besides your attorneys
9 to prepare for this deposition?

10 A. No, sir.

11 Q. Did you review documents to prepare for this
12 deposition?

13 A. Yes.

14 Q. Okay. Miss Cammick, do you have property
15 insurance?

16 A. Yes, I do.

17 Q. On your home?

18 A. Yes.

19 Q. What company is that with?

20 A. State Farm.

21 Q. Okay. Miss Cammick, do you have a Facebook
22 profile?

23 A. Yes.

24 Q. How many do you have?

25 A. How many profiles do I have?

1 Q. Yes, ma'am.

2 A. I just have my Facebook page, and I have my
3 county council page.

4 Q. Okay. Is that Facebook page Cammick's Council
5 Corner?

6 A. That's my Cammick's Council Corner page, but I
7 also have a Facebook account.

8 Q. Okay. So you have two accounts that you
9 operate?

10 A. The page is actually an offshoot of my personal
11 account.

12 Q. Okay.

13 A. It's not a separate account.

14 Q. Okay. What purpose is that separate page, the
15 Council Corner page?

16 A. To provide our residents with ongoing
17 information about things happening in the county and
18 summaries of our meetings.

19 Q. Okay. So you provide citizens with information
20 about county council happenings and goings on?

21 A. Yes, sir.

22 Q. Okay. Did you provide that Facebook page or any
23 of the posts on that to me in this litigation?

24 A. No.

25 Q. Did you think that it would be relevant to

1 provide me with that information?

2 A. Do I think it would be relevant to provide you
3 with that information?

4 Q. Yes, ma'am.

5 A. Well, you can make that determination if it's
6 relevant to you or not.

7 Q. Do you think it's possible -- scratch that.

8 Miss Cammick, what does the phrase "Hindsight is
9 20/20" mean?

10 A. That when you're looking at things after they
11 have happened, you have a clearer view.

12 Q. Okay. So basically, that sometimes the decision
13 you made wasn't always the best one when you look back at
14 it?

15 A. Well, it could be a decision. It could just be
16 something that happened becomes clearer after you have
17 analyzed it.

18 Q. Okay. Does that happen frequently with county
19 council decisions that you've made?

20 A. Not necessarily.

21 Q. Could you provide a copy of your county council
22 Facebook page to your attorneys to provide to me?

23 A. A copy?

24 Q. Yes, ma'am.

25 A. You mean like the address?

1 Q. No, ma'am. You can go on a Facebook page and
2 download it. Could you provide that to your attorney?

3 A. Okay. I will need someone to show me how to do
4 that.

5 Q. That's fair.

6 A. I didn't know you can download your Facebook
7 page. With all its content?

8 Q. Yes, ma'am.

9 A. Okay. I didn't know -- I did not know you could
10 do that.

11 Q. Okay. Well, you can, so can you do that for me?

12 A. If you give me directions, I'll be happy to.

13 Q. I'll be happy to provide that for you.

14 A. Okay.

15 [Plaintiff's Exhibit 1 was marked for
16 identification.]

17 Q. [Mr. Hopkins] I've marked this as Plaintiff's
18 Exhibit No. 1. Can you take a look at that and tell me
19 what that is?

20 MS. BARTON: Excuse me. May I have a
21 copy?

22 MR. HOPKINS: Of course you may.

23 THE WITNESS: Yes. This is regarding the
24 Lakeside Lodge potential annexation into
25 Clemson.

1 Q. [Mr. Hopkins] Okay. What are you discussing
2 during that post?

3 A. I have received comments from residents as to
4 how we should have possibly handled it like "You should
5 have zoned the property," so I wanted to make people
6 aware that, for instance, that there is no zoning
7 classification that would have avoided or prevented an
8 annexation. I'm just trying to give information to
9 common questions that people ask. People said "You
10 should have" -- you know, a few residents told me "You
11 should have planned better. There would have been no
12 real adequate planning tools to prevent an annexation.
13 The municipalities have the upper hand when it comes to
14 annexation.

15 Q. Okay. So would it be fair to say that you
16 receive a number of complaints about any decision you may
17 make as a county council member?

18 A. Complaints, comments, inquiries, clarifications,
19 yes.

20 Q. Would it be fair to say that you just -- you
21 just testified that you had received some concerns from
22 citizens about that decision.

23 A. There was no decision here. A decision -- it's
24 not our decision to annex.

25 Q. Do you receive concerns, complaints, comments

1 from citizens to that Facebook page?

2 A. No. They cannot post. They can make comments,
3 short comments, but they cannot post and so most of what
4 I have addressed were either phone calls, e-mails or
5 people stop me at Ingles and ask me questions, so I had a
6 few questions that people were interested in and so I
7 shared the information that I shared with them with my
8 Facebook page.

9 Q. You said you received some e-mails from some
10 citizens?

11 A. Uh-huh [yes].

12 Q. Can you provide those to your attorney, too,
13 please?

14 A. You are going to have to give me some dates.

15 MR. LOGAN: What time period are we
16 talking about?

17 Q. [Mr. Hopkins] Specifically for that decision.

18 A. There was no decision.

19 Q. Okay. Well did you receive e-mails about that
20 comment?

21 A. About annexation?

22 Q. Yes, ma'am.

23 A. Yes. I mean, that's the talk of the town now.
24 Where have you been? The talk of the town is Clemson
25 annexing into Oconee County. Yes, I would be happy to

1 provide the emails regarding the potential for
2 annexation, yes.

3 Q. I've been in Pawley's Island. I don't live in
4 Clemson, South Carolina.

5 A. I'm sorry.

6 Q. So could you provide your attorney with emails
7 you received about that process?

8 A. Sure, yeah, absolutely.

9 Q. Thank you.

10 [Plaintiff's Exhibit 2 was marked for
11 identification.]

12 Q. [Mr. Hopkins] I'm going to show you now what I
13 have marked as Plaintiff's Exhibit No. 2.

14 A. Happy Valentine's Day.

15 Q. Yes, ma'am. Can you tell me what that document
16 is?

17 A. "As counsel begins working on the budget for the
18 next fiscal year, I requested data from the administrator
19 regarding our legal fees." In the past, we had an
20 attorney, McNair Law Firm, Mr. Tom Martin. He was
21 working at the pleasure of council, and he was hired by
22 council. Subsequent to that, we changed our ordinance
23 and changed to an in-house attorney, and our current
24 attorney is Mr. David Root, and I was showing -- one of
25 the arguments we had made in the past was an in-house

1 attorney would save us money, and I was attempting to
2 show that that was the case.

3 Q. Okay. In that post, is it accurate to say that
4 you said that your legal fees, the county's legal fees,
5 in 2017 were \$348,400?

6 A. That was -- yeah. That was the figures that
7 Mr. Moulder had provided me.

8 Q. Okay. And this case was filed last year,
9 correct?

10 A. This case was filed last year?

11 Q. Yes, ma'am.

12 A. Yes, uh-huh [yes].

13 Q. Okay. So would it be fair to say that some of
14 those fees were for work on this case?

15 A. No, sir, not to my knowledge, because Mr. Logan
16 is paid through the insurance reserve fund, not through
17 county funds, and Mr. Root is not my attorney.

18 Q. Okay. Has the county paid Mr. Root for any work
19 that he's done on this case?

20 A. Mr. Root, I believe, is on salary and so he gets
21 his salary regardless of what he does all day.

22 Q. Okay. Is that \$348,400 his total salary?

23 A. No, sir.

24 Q. So would it be fair to say that there are fees
25 associated with Oconee County's defense of litigation in

1 excess of Mr. Root's salary?

2 A. Yes, sir.

3 Q. Okay. Can you provide me with some of the cases
4 that the county defended last year?

5 A. I'm sure.

6 MR. LOGAN: I'm going to object to the
7 form of the question. We will argue about
8 relevancy of that and production of that.

9 MS. BARTON: And privilege.

10 Q. [Mr. Hopkins] You can still answer.

11 A. What was your question again?

12 Q. Can you tell me about any of the cases that you
13 are aware of that the county defended with the \$348,000
14 in fees?

15 MR. LOGAN: Object to the form of the
16 question. Answer it if you can.

17 THE WITNESS: Some of our legal fees are
18 not really associated with, you know, trials
19 and what not. We also to have pay our bonding
20 lawyers and advice on economic development and
21 that sort of thing. How much of that goes to
22 what would have to be provided by our
23 administrator, not by me.

24 Q. [Mr. Hopkins] Are you aware of any other
25 lawsuits that were filed against Oconee County last year?

1 A. I would have to go back and look at my notes.

2 Q. Is that a yes, or is that a no?

3 A. That's I cannot answer that question without
4 going back and looking at my notes.

5 Q. Okay. Where are your notes kept?

6 A. I keep -- well, some of our agenda and minutes
7 are kept online, but sometimes I take notes during our
8 meetings. Some of them I keep; some of them I do not.
9 Most of them I don't. I usually keep my notes if I need
10 to call somebody. We have a public comments session in
11 the beginning of all our meetings and members of the
12 public are invited to speak, and oftentimes I will make a
13 note to myself to call someone back to clarify something
14 that they said or inquire further, so I would have to go
15 back and look at our agendas and our minutes to determine
16 what legal activity we had in 2017.

17 Q. Okay. Can you provide those notes to your
18 attorney?

19 A. Well, he is welcome to all our agenda and our
20 minutes. Those are public information. You can access
21 those online.

22 Q. Did you provide them to him previously?

23 A. No. He never requested any, but, again, I am
24 sure he can look them up.

25 MR. LOGAN: As can counsel.

1 MR. HOPKINS: How would I have access to
2 her private notes?

3 MR. LOGAN: You are talking about the
4 agendas.

5 THE WITNESS: Agendas and minutes and
6 emails.

7 MR. HOPKINS: How would I have access to
8 her Facebook messages, Jim?

9 MR. LOGAN: I didn't realize you had said
10 Facebook messages.

11 THE WITNESS: No. You were talking about
12 council. We were talking about council agendas
13 and minutes and my scribbling during the
14 meeting.

15 Q. [Mr. Hopkins] Okay. And you keep those. Do
16 you keep those at the county office?

17 A. No. I keep those at home if I need to refer
18 back to them for any purpose, and if I don't, I shred
19 them and they go away.

20 Q. So they are kept in your private home?

21 A. Yes.

22 Q. Okay. Where were you born, Miss Cammick?

23 A. New York.

24 Q. What year?

25 A. 1960.

1 Q. What is your full name?
2 A. Edda, E-D-D-A, Zupovitz, Z-U-P-O-V-I-T-Z,
3 Cammick.
4 Q. Are you married, Miss Cammick?
5 A. Yes, I am.
6 Q. What is your husband's name?
7 A. Michael John Cammick.
8 Q. Where do y'all live?
9 A. In Salem.
10 Q. What's your address?
11 A. 12 -- well, mailing or physical?
12 Q. Physical.
13 A. 125 Quarter Mile Road, Salem. That is not a
14 mailing address.
15 Q. How long have you been married to Michael?
16 A. It will be 36 years this September.
17 Q. Have you been married previously?
18 A. No, sir.
19 Q. Do y'all have any children over the age of 18?
20 A. Yes.
21 Q. How many?
22 A. One.
23 Q. What is their name?
24 A. Ashley Elaina, E-L-A-I-N-A, Cammick.
25 Q. Where does Ashley live?

1 A. Isesaki, Japan.

2 Q. When did she move to Japan?

3 A. Seven years ago.

4 Q. How old was she when she moved there?

5 A. She will be 32 in May, so do the math.

6 Q. So she was 22?

7 A. 22?

8 MR. LOGAN: 25.

9 THE WITNESS: 25.

10 Q. [Mr. Hopkins] What did she do before she moved
11 to Japan?

12 A. She was a student, college student.

13 Q. Where at?

14 A. Anderson U.

15 Q. Did she attend any other school?

16 A. Her first year of college was in Massachusetts,
17 Hampshire College.

18 Q. Has Ashley ever been married?

19 A. No.

20 Q. Does she have any children?

21 A. No.

22 Q. Did she go to school in Oconee County?

23 A. No, sir. She was born in Tampa, Florida, and
24 she went to school there through high school, and then
25 she went to college in Massachusetts. Then she came back

1 to Anderson U.

2 Q. When did you move to Oconee County?

3 A. In June of 2004.

4 Q. Why did you move to Oconee County?

5 A. There was a long list of reasons. Would you
6 like me to enumerate them?

7 Q. Yes, ma'am, please.

8 A. Tampa, Florida grew out of control. We didn't
9 enjoy living there anymore. My husband was being sent to
10 Duke University for an illness that he had. It was
11 difficult to commute back and forth. It was also getting
12 cost prohibitive. We liked this area, as we have
13 traveled here on several -- through here on several
14 occasions, so we moved here to basically escape the big
15 city in Tampa, to be a little bit closer to Duke, to just
16 embark on a different adventure.

17 Q. Did you begin working when you moved to Oconee
18 County?

19 A. Yes, sir.

20 Q. Where did you first work?

21 A. AnMed.

22 Q. What did you do there?

23 A. I was a lab tech, hematology.

24 Q. Do you still work there?

25 A. No.

1 Q. When did you leave?

2 A. I worked for AnMed for a year, and then I
3 transferred over to St. Francis in Greenville.

4 Q. Why did you transfer?

5 A. The schedule was not to my liking at AnMed.

6 Q. Okay. What were you hired to do at St. Francis?

7 A. I worked in the blood bank there.

8 Q. That was in 2005-ish?

9 A. Maybe 2005 going on 2006-ish.

10 Q. Okay. Do you still work at St. Francis?

11 A. No. I left St. Francis in July, July 15 of
12 2011.

13 Q. Why did you leave?

14 A. Well, I had been in healthcare for 30 years. I
15 had enough. I had been teaching part-time all along and
16 so I wanted to teach more and work at the hospital less.

17 Q. Did you start teaching?

18 A. I started teaching in 1997, so while I was
19 working in Florida as a med tech, a lab tech, I was also
20 teaching on the side.

21 Q. I mean, after you left St. Francis, did you
22 begin teaching?

23 A. Well, I was already teaching at Tri-County Tech
24 while I was working at St. Francis, an occasional night
25 class, and I picked up a few extra classes. And I always

1 wanted to teach at AU, but since my daughter was there, I
2 wanted to wait until she graduated before I moved in, so
3 once she graduated, I started working at AU and then I
4 left Tri-County.

5 Q. Do you know when you officially began working at
6 Anderson?

7 A. Six years ago.

8 Q. 2012, 2011?

9 A. Yeah, I guess.

10 Q. Do you still work there?

11 A. Yes.

12 Q. Are you a professor?

13 A. That's not my official title. I am simply a
14 biology instructor.

15 Q. You are not tenured?

16 A. Oh, no, no, no. I don't work full-time. I only
17 work part-time.

18 Q. Do you work anywhere else?

19 A. I work for the county.

20 Q. When were you first elected to the county
21 council?

22 A. I was elected first in the primary in June of
23 2014 and then again in the general election of 2014, and
24 I started my term on council in January of 2015.

25 Q. Before that, had you worked for the county at

1 all?

2 A. No.

3 Q. Which district do you represent?

4 A. One.

5 Q. That covers the Salem area?

6 A. Salem, Lake Keowee, Lake Jocassee. I should say
7 portions of Lake Keowee, Lake Jocassee.

8 Q. When were you -- have you been reelected?

9 A. No, not yet. My term is up this year.

10 Q. So will there be a primary this year as well?

11 A. Yes, sir, in June.

12 Q. Are you on any committees on the county council?

13 A. County council has standing committees. All of
14 us are on the budget committee. I am on the
15 transportation and real estate committees. I am also the
16 county -- one of the county representatives at the
17 Appalachian Council of Government. I am also the county
18 representative for Work Link. I believe that's it.

19 Q. Do you hold any licenses in construction
20 development or contracting?

21 A. No, sir.

22 Q. Do you have any experience in construction
23 contracting?

24 A. No, sir.

25 Q. Do you have any experience in building permits?

1 A. No, sir.

2 Q. Have you ever worked in a building permits
3 department?

4 A. No.

5 Q. Are you licensed in any building permit?

6 A. No.

7 Q. Do you have any certifications for building
8 permits?

9 A. No.

10 Q. What does Michael did?

11 A. He is a programmer, a network architect for
12 AT&T.

13 Q. Has he been with AT&T since you moved here?

14 A. Yes.

15 Q. Is he a member of any civic organization?

16 A. If you consider the Knights of Columbus a civic
17 organization, then he is a member of that.

18 Q. Do you and Michael attend church in Oconee
19 County?

20 A. He does. I don't.

21 Q. Okay. Where does he attend church?

22 A. St. Paul's.

23 Q. Is that in Salem or Seneca?

24 A. It's in Seneca.

25 Q. Besides the county council representation that

1 you mentioned, are you a member of any civic
2 organization?

3 A. No.

4 Q. Are you a member of any -- besides the ones
5 we've mentioned, the county rep for Work Link and
6 Appalachian governments?

7 A. No.

8 Q. Are you a member of any professional
9 organization?

10 A. American Society of Clinical Pathology.

11 Q. Did you attend college or a technical school?

12 A. College.

13 Q. Where did you go to college, Miss Cammick?

14 A. I got my bachelor's degree at University of
15 Tampa.

16 Q. What did you get a degree in?

17 A. Biology.

18 Q. What year was that?

19 A. That was a long time ago, 1982. I have a
20 master's degree in public health.

21 Q. Did you get that from --

22 A. University of South Florida.

23 Q. Do you know when you got that degree?

24 A. 1994, more or less.

25 Q. Did you live in the Tampa area from '82 until

1 you moved here?

2 A. I went to college there, and I started in 1978.

3 Q. 1978 until --

4 A. That's when I went to University of Tampa.

5 That's when I started at University of Tampa in 1978.

6 Q. Until 2004?

7 A. We were in Tampa, uh-huh [yes]. I am not done
8 with my education, if you wanted more.

9 Q. Yes, ma'am, please. I don't mean to cut you
10 short.

11 A. I am also -- I also am ABD in education also
12 from the University of South Florida.

13 Q. When did you obtain that?

14 A. Well, I completed all the course work towards my
15 doctorate in 2003, 2004, but when I moved here, I did not
16 realize USF had a residency requirement for completing
17 your dissertation, and they would not allow me to
18 complete it remotely; therefore, ABD, all but
19 dissertation. We also need to interject a year at Tampa
20 General Hospital School of Medical Technology between
21 1982 and 1983. I think that wraps it up.

22 Q. Just to be clear, your daughter, has she ever
23 lived in Oconee County?

24 A. We moved here in 2004 in the summer, so she
25 lived for the summer months and then she went immediately

1 to college, but she would come home for the summers.

2 Q. Okay. And when you moved here, she was already
3 enrolled in Anderson University?

4 A. No, no, no. When we moved here, she was
5 enrolled at Hampshire College.

6 Q. That's right.

7 A. So she started at Hampshire College first, and
8 then when she returned to South Carolina, she was living
9 here in Anderson and going to AU, so, yes, I guess you
10 could say she lived in South Carolina while she was
11 attending AU.

12 Q. And that was -- you moved here in 2004, and then
13 she left for Japan in 2010. What did she do in the time
14 that she finished at Anderson until she moved to Japan?

15 A. Well, she got two degrees at Anderson. First
16 she completed a bachelor's and then she completed a
17 master's, so when she completed her master's, then she
18 went to Japan.

19 Q. Yes, ma'am. I understand that takes a while to
20 do.

21 A. I'm still paying for her tuition.

22 Q. I'm still paying for mine. Let's talk about why
23 we're here today.

24 A. Okay. Thank you.

25 Q. You understand that Mr. Stokes has filed a

1 lawsuit against you and Mr. McCall and the county?

2 A. Yes, sir, uh-huh [yes].

3 Q. Do you understand the allegations of that
4 lawsuit?

5 A. Yes, I do.

6 Q. You have filed an answer, as well as some
7 counterclaims; is that correct?

8 A. Yes, sir.

9 Q. Give me one moment.

10 [Plaintiff's Exhibit 3 was marked for
11 identification.]

12 Q. [Mr. Hopkins] I will go ahead and give it to
13 you.

14 A. Okay.

15 Q. Do you recognize that document, Miss Cammick?

16 A. Yes, I do.

17 Q. Is that the answer and counterclaims that you
18 filed in this lawsuit?

19 A. I believe so.

20 Q. Okay. Have you reviewed that document?

21 A. I have.

22 Q. Okay. You filed two counterclaims. Do you
23 understand that?

24 A. I do.

25 Q. Do you know what those counterclaims were for?

1 A. Yes; frivolous lawsuit and abuse of process.

2 Q. Okay. And do you understand that the frivolous
3 lawsuit counterclaim has been dismissed?

4 A. I understand.

5 Q. So the remaining counterclaim is for abuse of
6 process; is that right?

7 A. Yes, sir.

8 Q. What allegations do you have to support a claim
9 against Mr. Stokes for abuse of process?

10 A. Well, as a representative of the constituents in
11 my district, I should be able to speak up on their behalf
12 without having to tip-toe around anybody or having to
13 worry about who I'm offending with what I'm saying. I
14 believe that in the course of our work, we have a duty to
15 bring to light problems we're seeing, even if it offends
16 somebody, and so I feel that this lawsuit is trying to
17 inhibit our ability to speak. I feel that it's all about
18 trying to get money out of the county that people aren't
19 entitled to and so I feel the whole process of our
20 ability to communicate with our administrator, with the
21 people that we work with, is being hampered by this
22 lawsuit.

23 Q. Okay. Is that it?

24 A. Well, I'm a college professor. I can go on and
25 on if you need me to.

1 Q. Let me try to summarize that then. You believe
2 that the evidence to support your abuse of process claim
3 is, one, that as a county council member, you have the
4 ability to speak up on certain things having to do with
5 the county?

6 A. Yes, sir.

7 Q. You also believe that Mr. Stokes is asking for
8 money that he is not entitled to?

9 A. Yes, sir.

10 Q. And you believe that you should be able to
11 communicate with the county administrator without having
12 to worry about, I guess, intervention; is that correct?

13 A. Intervention?

14 Q. Yes.

15 A. What does that mean?

16 Q. Somebody coming in questioning your ability to
17 work with the administrator.

18 A. No; but I believe I should be free to express
19 myself to the administrator in any way that would get the
20 point across without having to worry about what our
21 employees think of those communications.

22 Q. I understand. So would it be fair to say that
23 you believe that you are allowed to say anything about
24 anybody in the county so long as it concerns county
25 business?

1 A. No, sir.

2 Q. Okay. So you certainly couldn't say anything
3 about somebody; is that right?

4 A. No.

5 Q. Even if it concerned county business, do you
6 believe that you could tell something false about
7 somebody in the county?

8 A. No.

9 Q. Do you understand the counterclaim is for abuse
10 of process? You have alleged that Mr. Stokes has abused
11 the litigation process. Is that your understanding of
12 the claim?

13 A. Uh-huh [yes].

14 Q. Okay. How has his lawsuit abused the litigation
15 process?

16 A. Would you say that one more time?

17 Q. Yes, ma'am. Do you have any evidence to support
18 a claim that Mr. Stokes has somehow engaged in litigation
19 for an ulterior motive?

20 A. I mentioned I feel this is all about money, not
21 anything else.

22 Q. Okay.

23 A. I think this is the reason why we are here
24 today.

25 Q. Okay. Do you believe that citizens have the

1 right to file lawsuits?

2 A. Oh, yes, yes.

3 Q. And do you believe citizens have the right to
4 file lawsuits asking for money damages?

5 A. I do.

6 Q. In fact, have citizens filed lawsuits against
7 Oconee County before Mr. Stokes?

8 A. I would have to go back and check, but I'm sure
9 we can find something, but I don't know -- but I don't
10 know for certain.

11 Q. Do you believe that any lawsuit filed against
12 Oconee County or you as a council member would be an
13 abuse of litigation?

14 A. No.

15 Q. Okay. You just believe -- well, do you believe
16 -- you just believe that Mr. Stokes' lawsuit is an abuse
17 of the process?

18 A. Uh-huh [yes]. Yes. I'm sorry.

19 Q. That's fine. I should be keeping track of it.
20 I'm sorry. If you would, would you turn to page 12 of
21 that document for me?

22 A. Sure.

23 Q. Are you there with me?

24 A. Yes. I am on page 12.

25 Q. We will give everybody some time to get there,

1 too. I am going to read paragraph 70 to you. Okay?

2 A. Paragraph?

3 Q. 70 at the top.

4 A. Uh-huh [yes].

5 Q. You wrote "Cammick will show that the Plaintiff"

6 -- that's Mr. Stokes -- "filed this action and named

7 Cammick as a Defendant for the ulterior motive of

8 defaming the Defendant personally, professionally and

9 politically in retaliation for the Plaintiff losing his

10 job for the following purposes: To defame Cammick

11 personally, professionally and politically in order to

12 invalidate any concerns about employee conduct and to

13 create a basis to seek monetary gains for which he is not

14 entitled to obtain."

15 A. Uh-huh [yes].

16 Q. "And to defame Cammick by claiming the

17 following: That she acted unprofessionally when he

18 claimed they, Defendants Cammick and McCall, were

19 disgruntled; that she attempted to exploit her position

20 as council member for her personal gain by not having to

21 provide the engineering plans for her building; that by

22 implication, Cammick expected the Plaintiff to violate

23 laws, ordinances, regulations, codes or the like to keep

24 his job."

25 A. Uh-huh [yes].

1 Q. Did I read that correctly?

2 A. Yes, sir.

3 Q. You stated in the very first sentence you will
4 show the Plaintiff filed this action for the ulterior
5 motive of defaming you personally.

6 A. Uh-huh [yes].

7 Q. How will you show that?

8 A. Well, this is an election year. I am running
9 for reelection, and this lawsuit can definitely hurt my
10 chances of reelection.

11 Q. In fact, Mr. Stokes filed this lawsuit last
12 year, correct?

13 A. I know, but the reelection was on the horizon,
14 and I was told it takes years to resolve lawsuits.

15 Q. Okay. Do you believe that Mr. Stokes filed this
16 to affect your reelection chances?

17 A. I don't know what is going on in his head, but
18 it would definitely be an outcome for me.

19 Q. Okay. Do you have any evidence to support that
20 claim?

21 A. That a lawsuit would hurt my reelection?

22 Q. That he filed it to hurt your reelection.

23 A. No, I do not have evidence to support that.

24 Q. Okay. Thank you. I am going to read paragraph

25 71. You wrote "Cammick will show that the Plaintiff

1 perverted the process by intentionally altering the facts
2 in pursuit of his ulterior purposes."

3 A. Uh-huh [yes].

4 Q. Okay. How will you show that Mr. Stokes
5 perverted the litigation process?

6 A. Well, Mr. Stokes claimed that he spoke to me
7 directly, and I never spoke to him directly while I was
8 trying to obtain my permit.

9 Q. And really, that would just be a dispute of the
10 facts, correct?

11 A. You are the lawyer, not me.

12 Q. Well, you just dispute that he says that y'all
13 spoke personally about your building permit, right?

14 A. We did not.

15 Q. And do you agree that is a dispute of fact?

16 A. Yes, I guess, uh-huh [yes].

17 Q. And I guess I am trying to understand what you
18 are saying. Do you believe that he stated that fact in
19 his lawsuit to affect your reelection chances?

20 A. No; but to obtain his goals, what his goals are.

21 Q. Okay. So you believe that he intentionally
22 distorted the facts to file a lawsuit?

23 A. Yes, sir.

24 Q. Okay. And you believe that is a perversion of
25 the litigation process?

1 A. I do.

2 Q. Okay. Why do you believe that's a perversion of
3 the litigation process?

4 A. Well, we are here to tell the truth of what
5 happened, and if the truth isn't spoken, then the process
6 is distorted.

7 Q. Okay. Let me make sure I'm clear on this. You
8 believe that -- well, one thing you believe, Mr. Stokes
9 he filed his lawsuit in order to affect your reelection
10 chances. Do you have any other belief as to why
11 Mr. Stokes filed this lawsuit to intentionally harm you
12 in some way?

13 A. Yes. Our builders had complained to me
14 repeatedly that whenever they would disagree with him --
15 or it was dangerous to disagree with him because he would
16 retaliate, and so to me, naming me in this lawsuit is
17 just another form of retaliation.

18 Q. You believe he is retaliating against you?

19 A. Yes.

20 Q. For what?

21 A. Huh?

22 Q. For what? What has he retaliated against you
23 for?

24 A. Well, he believes -- it's my understanding that
25 he believes that comments that I have made have led to

1 him being dismissed or terminated.

2 Q. Okay. Okay. In paragraph 70 and subparagraph
3 A, you said that Mr. Stokes defamed you; is that correct?

4 A. I said?

5 Q. Yes, ma'am. "Cammick will show that the
6 Plaintiff filed this action and named Cammick as a
7 Defendant for the ulterior motive of defaming the
8 Defendant personally, professional and politically?"

9 A. Yes. Bringing this lawsuit does not bode well
10 for me.

11 Q. You believe that Mr. Stokes has defamed you?

12 A. Yes. He's tried to.

13 Q. Why did you not bring a counterclaim for
14 defamation against him?

15 A. Well, maybe because I depend on my lawyers to
16 help me through this.

17 Q. That's fair. Yes, ma'am, that's fair. But as
18 we sit here today, would it be fair for me to say you
19 have no evidence to show that Mr. Stokes brought this
20 lawsuit to hurt you personally, politically or otherwise?

21 MR. LOGAN: Object to the form. Go ahead.

22 THE WITNESS: This lawsuit would have hurt
23 me professionally and politically; no doubt.

24 Q. [Mr. Hopkins] But what evidence do you have
25 that's the reason Mr. Stokes brought this lawsuit?

1 MR. LOGAN: Same objection.

2 Q. [Mr. Hopkins] You can still answer.

3 A. Okay. Just his history of retaliating.

4 Q. Okay. That's what I want to discuss. You
5 believe that any history Mr. Stokes has of retaliation is
6 the evidence to support your claim that he brought this
7 lawsuit to hurt you?

8 A. Say that one more time.

9 Q. Yes, ma'am. I asked you what evidence you have
10 that Mr. Stokes brought this lawsuit to hurt you or
11 otherwise subvert the litigation process. Okay? And I
12 believe your answer thus far has been that he has a
13 history of retaliation.

14 A. He does.

15 Q. Okay. Do you believe that history of
16 retaliation is the evidence you have to support your
17 allegation that he brought this lawsuit in an improper
18 way?

19 A. Yes.

20 Q. Do you have any evidence of the retaliation
21 other than the verbal complaints that you have received
22 from builders?

23 A. The verbal complaints.

24 Q. That's it?

25 A. Uh-huh [yes].

1 Q. Okay. Who are those builders?

2 A. You can look at our video from our town hall
3 meeting with the builders, and they will -- you will be
4 able to see for yourself and hear for yourself the
5 complaints our builders have. I received my first
6 complaint about this department -- I was -- I started my
7 term in January of 2015. I received my first complaint
8 from this department in March of 2015.

9 Q. From who?

10 A. My attorney has those documents.

11 Q. You don't recall who it was, though?

12 A. No. I am not going to name anybody without
13 looking at that document, but my point is within -- what
14 -- two, three months of starting my term, the complaints
15 started, and it was ongoing.

16 Q. Okay. Would it be fair to say that you received
17 a long history of complaints about the building codes
18 department?

19 A. Yes.

20 Q. Okay. Why didn't you terminate or recommend
21 termination of Mr. Stokes before 2017 then?

22 MR. LOGAN: Object to the form. You can
23 answer.

24 THE WITNESS: I never recommended
25 anything. I just passed the complaints on to

1 the proper authority to handle them.

2 Q. [Mr. Hopkins] Did you ever make any
3 recommendation to the county administrator to terminate
4 Mr. Stokes?

5 A. No.

6 Q. 2015, did you make a recommendation to the
7 county administrator to terminate him?

8 A. No.

9 Q. 2016, did you make a recommendation to the
10 county administrator to terminate him?

11 A. No.

12 Q. Okay. Do you know how many complaints -- well,
13 you don't remember who the complaint was in March, 2015?

14 A. I have a pretty good idea, but I am not going to
15 state it without verifying.

16 Q. Who do you believe it is?

17 A. Not going to tell you without verifying it.

18 Q. Well, you need to answer the question. Who do
19 you believe it was?

20 A. I am not going to name them without verifying
21 and seeing that document.

22 MR. HOPKINS: Mr. Logan, I am going to ask
23 you to instruct her to answer the question.

24 MR. LOGAN: Let's go off the record. May
25 I speak with her?

1 MR. HOPKINS: That's fine.

2 VIDEOGRAPHER: Off the record at 9:47

3 a.m.

4 [Off the record.]

5 [Short recess.]

6 VIDEOGRAPHER: On the record at 9:53

7 a.m.

8 Q. [Mr. Hopkins] Okay, Miss Cammick. Before we
9 took a break, I asked you who you believed the March,
10 2015 complaint about the building department was from.
11 Do you know who that was? Or who do you believe it was?

12 A. I believe -- and this is subject to verification
13 -- that the name was Mr. Terry Bryson, and it involved a
14 property on Friendship Road in Seneca.

15 Q. And do you recall what he was complaining about?

16 A. Yes.

17 Q. What is that?

18 A. He complained that he was taking care of an
19 elderly gentleman that lived on that road next to a
20 property that was totally dilapidated that many people
21 were living in and those people were tapping into this
22 elderly gentleman's electricity and water. He tried to
23 go through the water department, through the electrical
24 utilities to try and disconnect or take care of that
25 problem, and then he turned to building codes to try and

1 get some help with that problem. This dragged on through
2 November and it was never resolved, and finally,
3 Mr. Bryson just had to take the elderly gentleman and put
4 him in another location and close down that property to
5 cut off the electric and the water because, according to
6 him, the neighbors in the dilapidated property next door
7 were tapping into the water and electricity and racking
8 up a bill for the older gentleman that he could not pay.

9 Q. And do you believe that complaint had anything
10 to do with obtaining a building permit?

11 A. Oh, no.

12 Q. Do you believe that complaint had anything to do
13 with a building inspection?

14 A. Not a new building inspection, but an inspection
15 or a review of the property in question, yes. He had
16 filed a complaint with building codes to come look at
17 that property.

18 Q. Okay. We can agree, though, that it didn't have
19 anything to do with obtaining a building permit or an
20 inspection for a new building?

21 A. For construction, yes, sir.

22 Q. Okay. I want to make sure I'm clear before I
23 move on. You believe the only ulterior purpose that Mr.
24 Stokes had for filing this lawsuit was a history of
25 retaliation?

1 A. Against me.

2 Q. Yes, ma'am.

3 A. Yes. I believe that, you know, retaliation has
4 led him to personally name me in this.

5 Q. Do you have any evidence that he has any
6 personal animosity against you?

7 A. I don't know him that well, so I wouldn't say
8 that, no.

9 Q. Okay. That's a no, you don't have any evidence
10 he has any personal animosity against you?

11 A. No.

12 Q. Do you have any evidence that he has had any
13 intent to retaliate against you?

14 MR. LOGAN: Object to the form; asked and
15 answered.

16 Q. [Mr. Hopkins] You can still answer.

17 A. Okay. I was listening to him, so I wasn't quite
18 listening to you. Say it again.

19 Q. Yes, ma'am. Do you have any evidence -- let me
20 rephrase it like this.

21 A. Okay.

22 Q. Do you have any evidence that you had
23 disciplined or otherwise complained of Mr. Stokes before
24 that budget meeting in 2017?

25 A. No. None of my complaints were against

1 Mr. Stokes.

2 Q. Okay. But you do believe that the purpose of
3 his lawsuit was to retaliate against you personally?

4 A. I believe he has had a problem with my comments,
5 yes, but they were not directed against him.

6 Q. I want to move on. You have testified and it is
7 in your answer that you did not personally speak with
8 Mr. Stokes on March 8th; is that correct?

9 A. That's correct.

10 Q. Were you, in fact, trying to put up some kind of
11 structure on your property in March of 2017?

12 A. Yes.

13 Q. What kind of structure was that?

14 A. It's a freestanding A-frame high roof carport
15 for a recreational vehicle.

16 Q. Like a metal carport?

17 A. Yeah, but it doesn't have walls. It just has
18 the roof and legs.

19 Q. And did you go to the building department in
20 March of 2017 regarding that carport?

21 A. Yes.

22 Q. Okay. Why did you go to the building
23 department?

24 A. I went to obtain a permit to build it.

25 Q. Okay. You don't dispute that you needed a

1 permit to build it?

2 A. I was told I needed a permit to build it.

3 Q. And you went up there to get a permit; is that
4 right?

5 A. Yes.

6 Q. And ultimately, you got a permit for it; is that
7 right?

8 A. Yes.

9 Q. You said that you did not speak to Mr. Stokes,
10 though; is that correct?

11 A. That's correct.

12 Q. Who did you speak to that day?

13 A. Okay. March 8th was the second time I went.

14 Q. Okay. If I can, can I interrupt you and let's
15 talk about the first time you went?

16 A. Yes.

17 Q. Do you recall when that was?

18 A. Two days before, March 6th.

19 Q. And that was regarding the carport?

20 A. Yes. That was the first time I went.

21 Q. Why did you go to the building department that
22 day?

23 A. To obtain the permit.

24 Q. Okay. What happened when you went there?

25 A. When I entered the building, the first person I

1 saw was actually Mr. Moulder. He asked me if I needed
2 assistance, and I told him I was there to get a permit,
3 and he was walking out the building and so I went to the
4 building codes office to get my permit. There were two
5 ladies in the room. They were on the phone. When one
6 got off the phone, she asked me what I needed. I said
7 "I'm here to get a permit for my RV carport." She handed
8 me some papers, told me I needed to fill those out. She
9 told me I would need a copy of my plat, and she told me I
10 needed stamped engineering designs.

11 Q. Okay. Did you say anything?

12 A. I said I didn't know what stamped engineering
13 designs meant and I wanted to know where do I go to get
14 those, and she said those were required. I asked her why
15 do we need permits for those freestanding carports, and
16 she said that was always the case, and that was pretty
17 much the conversation with one of the ladies, Miss Adams.
18 She was the one who gave me the paperwork. Miss Neal was
19 there, too, and she asked me where did I purchase my
20 carport, and I told her R&B Metals through Twin Lakes,
21 and she told me that Twin Lakes, they wouldn't help me
22 get the permit, nor would they help me obtain the
23 documents, and I said that was fine and so I took my
24 papers and I walked out.

25 Q. At that time, you didn't understand why you

1 needed a permit for the structure?

2 A. Yes.

3 Q. You also didn't understand why you needed to
4 submit engineering designs?

5 A. Yes.

6 Q. Is that correct?

7 A. Yes.

8 Q. Do you understand now that the county code
9 required you to get both a permit and engineering designs
10 for your structure?

11 A. I understood later on that day because
12 Mr. Moulder confirmed that's what was needed.

13 Q. It was Mr. Moulder that told you you needed both
14 of those?

15 A. In a text message, we spoke.

16 Q. Do you still have a copy of those text messages?

17 A. Yes. That was provided to my attorney.

18 Q. Okay. Then what happened?

19 A. So I left the building and I started driving
20 towards home, and then I thought I had better stop and
21 call Twin Lakes and R&B Metals to see if I can get a copy
22 of the stamped engineering designs, so I made two phone
23 calls and a text message, text message to Mr. Moulder and
24 a phone call to R&B Metals. They were going to email me
25 a pdf, and they were also going to fax a copy to Twin

1 Lakes Storage and so I called Twin Lakes Storage, and he
2 told me "Yeah, come on over. I will print it for you,"
3 so I, you know -- as the day progressed, I had the hard
4 copy and the electronic copy.

5 Q. So even though Miss Adams or Miss Neal told you
6 Twin Lakes wouldn't help you, they, in fact, did help
7 you; is that right?

8 A. Yes.

9 Q. And your testimony is -- well, did you speak to
10 Mr. Stokes at all on the 6th?

11 A. No.

12 Q. What happened after you got the designs?

13 A. What happened after?

14 Q. Yes, ma'am.

15 A. I picked it up from Twin Lakes and I drove away.
16 I ran some errands, and then he called me back because he
17 actually had two sets, the 2016 and 2017 version, and he
18 realized he give me the 2016 hard copy, so he asked me if
19 I didn't mind coming back to pick up the 2017, so I did,
20 and then I went home.

21 Q. Did you go back to the building department?

22 A. Two days later on the 8th.

23 Q. Did anything happen in between the 6th and the
24 8th regarding your structure and the building department?

25 A. No.

1 Q. Did you speak to anybody from the building
2 department in that time?

3 A. No.

4 Q. Did you go back to the building department
5 before the 8th?

6 A. No.

7 Q. Did you speak to anybody about your structure at
8 the building department between the 6th and the 8th
9 besides Twin Lakes and R&B Storage?

10 A. No.

11 Q. Can you tell me what happened on the 8th?

12 A. I went in the morning to the building codes
13 department. I needed to be here in Anderson by 12:30, so
14 it would take me an hour plus to drive, so I needed to be
15 there at building codes department, you know, by 11-ish
16 so I could get out on time to be here at 12:30, and
17 basically, I handed in my paperwork and I sat down. Miss
18 Adams was there, and she started typing into her
19 computer, but the clock was ticking, and I asked her if
20 there was anything else she needed of me because I needed
21 to get going, and she said "No, Miss Cammick. Go ahead.
22 I will email you the permit when it's complete." I left
23 her with the \$60 and started walking down the hall to
24 leave the building. She then chased me down the hall
25 because she finished typing, and she just handed me the

1 paperwork back and so I left.

2 Q. Did you speak to anybody besides Miss Adams in
3 the building department that day?

4 A. No.

5 Q. Your testimony is you did not speak to Mr.
6 Stokes at all that day?

7 A. No.

8 Q. By phone or otherwise?

9 A. No. I never spoke to Mr. Stokes while I was
10 trying to obtain my permit on either date.

11 Q. You got your permit that day; is that correct?

12 A. No, sir. It was emailed to me the following
13 day.

14 MR. LOGAN: For the record as a matter of
15 housekeeping, Miss Cammick's eyes are sensitive
16 to light, so I just wanted that to be --

17 THE WITNESS: I'm okay. Thank you.

18 MR. LOGAN: You okay?

19 THE WITNESS: Yeah, I'm okay. Thank you.

20 Q. [Mr. Hopkins] Just let me know if you want to
21 take a break.

22 A. I am just tilting my head a little to avoid the
23 glare.

24 Q. Okay. And then did you put up your structure?

25 A. Later on in the month, about a week later.

1 Q. Who installed it?

2 A. R&B Metals.

3 Q. Do you know about when they installed it?

4 A. They came over, I want to say, on or about March
5 15, but they didn't bring all the pieces with them, so I
6 had to wait until the end of the month towards on and
7 about March 27th before they completed the job, and then
8 I notified building codes that the job was complete, if
9 they needed to inspect, it was ready.

10 Q. How did you notify them?

11 A. By email.

12 Q. Okay. Did you have any other interactions with
13 the building department after that?

14 A. As far as the inspection went, yes.

15 Q. That was a poor question. Besides your
16 structure, did you have any conversations with the
17 building department about anything after that?

18 A. No.

19 Q. Before the budget meeting on April 25th, did you
20 speak to Mr. Stokes at all?

21 A. No.

22 Q. Did you receive any complaints about the
23 building department before April 25?

24 A. I had been receiving complaints for a few years
25 before April 25.

1 Q. I mean, between the time your structure was
2 erected and April 25, do you recall any citizen
3 complaints specifically?

4 A. Specifically at that time period, no.

5 Q. So if Mr. Stokes has testified that you had a
6 conversation with him about a citizen who was trying to
7 get concrete poured before the April 25th meeting, would
8 you disagree with that?

9 A. Oh, no. That was sometime -- yeah. That was
10 before the April 25th meeting. I didn't have really the
11 details on that. A builder had contacted Councilman
12 McCall because he was having a problem. Councilman
13 McCall knew that the administrator who really handles
14 these kinds of things from us -- we contact the
15 administrator. That's the proper procedure. The
16 administrator was on vacation, so Mr. McCall called me
17 and asked me what he should do, and I said "Well, just
18 give me the name and phone number of the builder and I
19 will just call Mr. Stokes and ask him to take care of
20 it," so I called Mr. Stokes. I told him there was a
21 problem with the builder. I really didn't have the
22 details. I gave him the name and the number, and I asked
23 him to take care of it. He seemed to know some of the
24 background. He said that the inspector that day had a
25 flat tire, he was running late, and so I just told him

1 take care of it, and that was the extent of our
2 conversation.

3 Q. Okay. You told him that he needed to take care
4 of it?

5 A. I'm sorry?

6 Q. You told him he needed to take care of it?

7 A. I asked him if he would clear the air with the
8 builder. That's what I said.

9 Q. Do you believe that Mr. Stokes had done anything
10 wrong with that situation?

11 A. Well, I think it was poorly handled. Mr. Stokes
12 told me that there was a three-hour delay because of a
13 flat tire, and I thought that was kind of a lame excuse,
14 and I did say that, but at the same time, that was all I
15 said. I said "Just please call the builder and clear the
16 air with the builder."

17 Q. Do you know how many inspectors Mr. Stokes'
18 office had at that time?

19 A. No, sir. I don't know any of those details.

20 Q. Do you know whether his inspectors were allowed
21 to change their own tires?

22 A. I don't know.

23 Q. You just believe that the flat tire excuse was
24 lame?

25 A. Well, the county has a fleet of a few hundred

1 vehicles, so even if you can't change your own tire, I am
2 sure we can accommodate you.

3 Q. Okay. Do you believe Mr. Stokes could have sent
4 an inspector to get another vehicle and get back out
5 there?

6 A. Well, I like to know that we're taking good care
7 of our residents and trying to make every effort to
8 accommodate them, so I don't know exactly what he could
9 or couldn't do, but it was certainly worth looking into.

10 Q. Okay. Do you know of any policy or procedure
11 from the county that would allow Mr. Stokes to go freely
12 obtain any county vehicle?

13 A. I don't know the policies, no.

14 Q. Do you believe there is a policy or procedure
15 that says that?

16 A. There is probably a policy that regulates how we
17 obtain vehicles, yes.

18 Q. Do you believe that Mr. Stokes probably would
19 have had to ask somebody for a vehicle first?

20 A. I don't know.

21 Q. Did you talk to Mr. McCall that day?

22 A. He called me and just said that there was a
23 problem with a builder and that he knew Mr. Moulder was
24 on vacation, what should he do, so I said "Well, who was
25 in charge," and I wasn't even sure and so I said "Well,

1 let me just call Mr. Stokes and ask him to take care of
2 this," and that was the extent of my conversation with
3 Mr. McCall.

4 Q. And we agree you don't have any building codes
5 experience, correct?

6 A. Yes, I don't have any experience.

7 Q. You don't have any experience running a building
8 department, do you?

9 A. No.

10 Q. Do you have any experience in inspecting
11 properties?

12 A. No.

13 Q. Did you have any contact with Mr. Stokes or his
14 department after that or before the April meeting, the
15 April 25th meeting?

16 A. Say that again. Did I have --

17 Q. Did you have any other contact with Mr. Stokes
18 or his department between that time and the April 25th
19 meeting?

20 A. No.

21 Q. Okay. Can you tell me about the April 25th
22 meeting? What was the purpose of it?

23 A. That was our budget, finance and administration
24 committee meeting. It's where we do our work,
25 essentially, on the budget. We had some goals and we

1 have a strategic plan every year and we set some goals
2 for the county, and one of those referred to the fact
3 that we needed to provide better customer service because
4 government tends to react very slowly, and that was the
5 discussion we were having when those comments were made
6 that day.

7 Q. Do you recall if the building department was a
8 planned discussion prior to the meeting?

9 A. A planned discussion?

10 Q. Yes, ma'am.

11 A. Prior to the meeting?

12 Q. Was it on the meeting minutes beforehand?

13 A. No. The only thing we were discussing were our
14 strategic goals, the list of goals. We had previously
15 had a strategic planning session where we set some goals
16 for the county, and in the budget committee, that's where
17 we decide how we are going to fund some of those goals
18 and so the purpose of the budget committee meeting was to
19 look at some of the goals and see if we were going to
20 choose to fund them or not, but some of them are not --
21 don't require money. Some of them just require action,
22 and one of those goals was to improve our -- you know,
23 how we do business, how we respond. We decided in
24 strategic planning that government had a way of
25 responding too slowly to complaints, to problems, to

1 everything.

2 Q. And was that an overall view of Oconee County
3 government or the building department in particular?

4 A. An overall view of government in general.

5 Q. Can you tell me what other departments you felt
6 were not adequately responding to customers at that time?

7 A. Yes. We've had problems with our treasurer's
8 office.

9 Q. Any others?

10 A. Those were the two big ones and they seemed to
11 have the more face time with the public, you know. The
12 treasurer, the assessor's office, they seem to have more
13 face -- and building codes has more face time with the
14 public than any of the other departments.

15 Q. Has anyone in the treasurer's office been
16 terminated since April 25, 2017?

17 A. We have eliminated several positions, but I
18 would have to go check to see if one of those was in the
19 treasurer's office. I would have to verify that, but we
20 have terminated several positions.

21 Q. Okay. Do you recall any positions eliminated in
22 the assessor's office since April 25th?

23 A. Again, I would have to go look at the data.

24 Q. How did the building department come up in the
25 meeting?

1 A. Mr. McCall felt that, you know, after years of,
2 you know, complaints and complaints, we weren't doing
3 anything to, you know, try and slow down some of those
4 complaints coming in or try and do a better job, and he
5 brought up -- I believe he started the conversation that
6 we were having issues with building codes.

7 Q. Do you recall if Mr. McCall mentioned your
8 structure in particular during that meeting?

9 A. Yes, I remember him.

10 Q. How did he find out about the problems with your
11 structure?

12 A. I mentioned it to him.

13 Q. Do you recall when you mentioned that to him?

14 A. Around the time I was purchasing it, and then
15 after I was trying to get the permit, we discussed it.

16 Q. Okay. And what did you tell him?

17 A. What did I tell him?

18 Q. Yes, ma'am.

19 A. Well, at the time I was purchasing it, we talked
20 about what I should or shouldn't buy. Mr. McCall is an
21 industrial machinist. He knows a lot about metal, and so
22 I discussed that with him. When I went shopping for it
23 before the day that I actually went and paid for it, the
24 sales rep had told me that I needed to get the permit for
25 it and that when I went to the building codes office, I

1 would be met with indifference and; if I had mentioned
2 his name, probably with negativity.

3 Q. But, in fact, you weren't met with indifference,
4 were you? You got the permit in two days; is that right?

5 A. In a couple days, yeah.

6 Q. When you actually took the designs up there on
7 the 8th, you got the permit emailed the next day,
8 correct?

9 A. The permit the next day, uh-huh [yes].

10 Q. What sort of animosity did you hear about that
11 firm?

12 A. When Mr. Burton, who was the sales rep, told me,
13 he did not know that I was a county council member, and
14 my husband was standing there while we were talking. He
15 told us that we would need a permit and that I needed to
16 go to the building codes department to get it and that I
17 would probably be met with indifference and, if I
18 mentioned his name, with some negativity, and at that
19 point, that's when I told him, "Well, that's
20 interesting." I gave him my business card, and so when I
21 went to the office, like I told you earlier, the two
22 ladies were on the phone, and I stood there. I was not
23 acknowledged until they were off the phone. They offered
24 no assistance with the paperwork. They did tell me that,
25 you know, Twin Lakes wouldn't do anything to help me and

1 what not. Miss Neal was kind of shaking her head when I
2 told her I purchased it from Twin Lakes and then she was
3 the one who said, you know, "They don't help their
4 customers. They won't help you get the -- they won't
5 help you with the building permit process. They won't
6 help you get the documents," and then I just walked out,
7 but it sounded just like the description he had given me
8 when I was at his store, so -- what was your question
9 now? I kind of lost track of your question.

10 Q. Let's reset. Do you believe Miss Adams and Miss
11 Neal should have hung up the phone on other customers to
12 service you?

13 A. No, sir; but they could have looked up and said
14 "I'll be with you in a minute," yes.

15 Q. And can we agree that the only negative comments
16 that you allege were made by the building department were
17 Twin Lakes would not help you with the permitting
18 process?

19 A. Uh-huh [yes].

20 Q. Was there any other negative comments made by
21 the building department regarding Twin Lakes?

22 A. No; just the fact that they don't help their
23 customers and they would not help me pull the permit.

24 Q. Got it. Did they tell you you should go buy
25 your structure from another company?

1 A. No; but I was told that they might. I did not
2 give them the opportunity to stick their foot in their
3 mouth. I walked out. I wasn't there to hurt them in any
4 way.

5 Q. Do you know what the average turnaround time is
6 on a building permit application?

7 A. I don't know; but one of the biggest complaints
8 from our builders that actually build houses -- I am not
9 talking about carports -- was that -- and I heard this
10 complaint for years, that it would take them a day to
11 turn around a permit for a new house construction in
12 Pickens County, but it would take anywhere from three
13 weeks to three months in Oconee County. I have heard
14 that repeatedly.

15 Q. Do you know how many employees the Pickens
16 County building department has?

17 A. I have no idea.

18 Q. Do you know how many the Oconee County building
19 department has?

20 A. A handful.

21 Q. What do we mean by "a handful"? Ten?

22 A. I don't know, but it doesn't appear to be too
23 many.

24 Q. Less than ten?

25 A. I don't know. I mean, I don't know the exact

1 number.

2 Q. Can we agree it's not a hundred?

3 A. Yes.

4 Q. Is it 50?

5 A. No.

6 Q. Okay. So we know it's less than 50?

7 A. It is less than that.

8 Q. Less than 20?

9 A. Probably.

10 Q. Okay. And then we also agree that on the 8th
11 when you took the documents there, you were emailed the
12 permit the next day, a one-day turnaround, correct?

13 A. Uh-huh [yes].

14 MR. LOGAN: You have to say "yes."

15 THE WITNESS: I'm sorry. Yes.

16 Q. [Mr. Hopkins] That's right. Can we agree that
17 at the April 25th meeting, that Mr. McCall didn't mention
18 anything about the problems with different vendors of
19 metal structures?

20 A. What?

21 Q. Can we agree that Mr. McCall at the April 25th
22 budget meeting didn't mention a problem with different
23 vendors or selection of metal structures?

24 A. Selection?

25 Q. Yes, ma'am. Let me ask it this way.

1 Mr. McCall, his conversation during the April 25th budget
2 meeting in regards to a metal structure centered on you
3 having to get a permit for your structure; is that
4 correct?

5 A. Uh-huh [yes].

6 Q. Did he mention any other complaints about metal
7 structure permitting or getting them or negativity at the
8 office?

9 A. Yes, he did.

10 Q. Okay. Do you recall what he said?

11 A. Yes. He said there was some sweetheart deal
12 going in the building codes department, that they were
13 sending people to other vendors, and I had been told that
14 before as well.

15 Q. But that's not what your experience was, was it?

16 A. No.

17 Q. They didn't send you to another vendor, did
18 they?

19 A. I didn't give them the opportunity to even go
20 there.

21 Q. That's not my question. My question is: Did
22 they send you?

23 A. They didn't, but I didn't give them the
24 opportunity to finish speaking.

25 Q. Okay. What sort of sweetheart deal do you

1 believe the building department has with a vendor in
2 Oconee County?

3 A. I have no idea.

4 MS. BARTON: Object to the form of the
5 question.

6 Q. [Mr. Hopkins] You can answer.

7 A. I have no idea.

8 Q. Do you have any evidence to support a claim that
9 the building department has a sweetheart deal with any
10 vendor in Oconee County?

11 A. No; but I have heard that they send people to
12 other vendors. When you come and get a permit and
13 mention who you are shopping from, they will refer you
14 elsewhere. I have heard that.

15 Q. Do you dispute that -- you said that Mr. McCall
16 made the comment this was a sweetheart deal; is that
17 correct?

18 A. Yes.

19 Q. You don't believe you made that comment?

20 A. I did not make that comment.

21 Q. Okay.

22 A. But I knew that people were suggesting or
23 complaining that there was.

24 Q. I understand, but as we sit here today, do you
25 have any evidence that there was a sweetheart deal going

1 on?

2 A. No; no, I don't.

3 Q. And this case has been pending for almost a
4 year, correct?

5 A. Almost exactly a year because I got my permit
6 March 8th of 2017, exactly a year.

7 Q. Do you agree or disagree with Mr. McCall's
8 comments about the permitting process for metal
9 structures?

10 MR. LOGAN: I am going to object to the
11 form of the question.

12 THE WITNESS: I am not really sure I know
13 what you're saying, but let me try and answer.
14 I have heard from other residents the same
15 complaint that why is something so simple, you
16 know, why is something like an open carport
17 that is not a permanent structure, that if you
18 were to move, you can yank it out of the ground
19 and take it with you, why would that be
20 considered real estate, you know, for assessor
21 purposes or why does it need to be permitted
22 for building. I have heard that a lot.

23 Q. [Mr. Hopkins] Okay. Would it be fair to say
24 that you disagree that you need a permit for the
25 structure that you intended to put on your property?

1 A. No. I was told I needed a permit, but I didn't
2 understand why structures like that would require a
3 permit.

4 Q. I understand, but my question is: Do you agree
5 with that requirement?

6 A. Do I agree that it exists?

7 Q. Do you agree that you should have to get a
8 permit for that structure?

9 A. No. It is not real estate to me. It is not a
10 house. It is not something that you can't pull up and
11 take with you, but that's just a personal opinion.

12 Q. Okay. But you agree that the county code
13 requires that?

14 A. Uh-huh [yes].

15 Q. Okay. And you were here yesterday for
16 Mr. Stokes' deposition, right?

17 A. Yes, for the latter part.

18 Q. And you heard me read the international
19 residential code?

20 A. Yes, sir, I heard you.

21 Q. Do you agree that it requires structures that
22 are nonconforming to have engineering designs submitted?

23 MS. BURTON: Object to the form of the
24 question.

25 MR. LOGAN: Object to the form.

1 Q. [Mr. Hopkins] You can still answer.

2 A. All right. You better tell me the question
3 again.

4 Q. They are going to object again, and you can
5 still answer.

6 A. Okay, but I need to hear you.

7 Q. Yes, ma'am. Do you agree that what I read, the
8 international residential code yesterday requires
9 nonconforming structures to have engineering plans
10 submitted?

11 MS. BURTON: Object to the form of the
12 question.

13 MR. LOGAN: Same.

14 THE WITNESS: Okay. Let me answer it this
15 way. I was still confused what needed to be
16 permitted and what did not. I had asked
17 Mr. Moulder sometime thereafter to clarify that
18 for me, and he had sent me an email in layman's
19 terms explaining to me what size, when a permit
20 would be required. One of the complaints I was
21 getting -- and this isn't a complaint, but it
22 was just a point of confusion. When I
23 discussed building my carport, I was told park
24 your tractor underneath it. You don't need a
25 permit for that, so I didn't understand why, if

1 it was considered for agricultural use, we
2 would not need a permit, but if I parked my
3 recreational vehicle underneath it, I would, so
4 there was confusion there, and there was
5 confusion amongst our residents as to what
6 size, when a permit would be required, and I
7 experienced that confusion myself.

8 Q. [Mr. Hopkins] Okay. Did you ever approach
9 Mr. Stokes or anybody in the building department about
10 why an agricultural use might be different than a
11 recreational use?

12 A. I asked Miss Adams about that, and she told me
13 "We don't inspect agricultural buildings," so that still
14 doesn't answer the question why, but that was the answer
15 I received.

16 Q. Did you also hear me read from the Horry County
17 code enforcement yesterday?

18 A. I remember you mentioning Horry County. I was
19 trying to figure out where that was.

20 Q. Okay. That's Myrtle Beach. That's where I'm
21 from.

22 A. Okay.

23 Q. Well, if you agree, if you heard it, do you
24 recall me reading a portion wherein they have the same
25 requirement, 400 square feet and above requires

1 engineering plans to be submitted?

2 A. I heard you say that, uh-huh [yes].

3 Q. Okay. If you disagree with that policy or that
4 ordinance, have you undertaken any efforts on county
5 council to have it changed?

6 A. I had this discussion with Scott Moulder. I
7 just wanted a clear policy. I don't feel the need to
8 change it. That's not my area of expertise. I just
9 wanted a clear policy that was consistently being
10 enforced. One of our builders' complaints was lack of
11 consistency. One of the complaints I heard was sometimes
12 they measure the square footage of such structures from
13 the overhangs versus the legs, the interior. I wanted
14 that to be spelled out so we all know where we are
15 measuring from, and so Mr. Moulder had subsequently
16 straightened that out and made it clear to me and so I
17 was okay with it from then on just so long as the clarity
18 was there.

19 Q. What was inconsistent about your interactions
20 with the building department to get your permit? They
21 told you you needed to get the engineering designs,
22 correct?

23 A. Uh-huh [yes].

24 Q. You went and got the engineering designs,
25 correct?

1 A. Yes.

2 Q. You brought them to the building department,
3 correct?

4 A. Yes.

5 Q. And you got your permit the next day, correct?

6 A. Yes.

7 Q. What was inconsistent about that?

8 A. There was nothing inconsistent. I just wanted
9 to know how the square footage was measured, from the
10 eaves, the overhangs or from the interior.

11 Q. Okay. We have been going for about an
12 hour-and-a-half. Is now a good time for a break?

13 A. I don't need one.

14 Q. Let's take a short one.

15 VIDEOGRAPHER: Off the record at 10:30

16 a.m.

17 [Off the record.]

18 [Short recess.]

19 [Plaintiff's Exhibit 4 was marked for
20 identification.]

21 VIDEOGRAPHER: On the record at 10:39 a.m.

22 Q. [Mr. Hopkins] Miss Cammick, I have marked this
23 as Plaintiff's Exhibit No. 4. Do you recognize that
24 document?

25 A. Yes, sir; yes.

1 Q. Are those your answers along with the county's
2 to Mr. Stokes' interrogatories?

3 A. Yes, sir.

4 Q. Okay. Can you go to the last page of those? I
5 think it is interrogatory No. 28. 29. And I asked you
6 and the county to identify any willful or overt act that
7 Plaintiff has made in the course of filing this lawsuit.
8 In doing so, identify how that willful or overt act is
9 either unauthorized, aimed at, I believe, an illegitimate
10 collateral objective.

11 A. I don't even know what that means.

12 Q. What was your response?

13 A. That I don't know what that means, an
14 illegitimate collateral objective.

15 Q. Okay. That's not what your response was, was
16 it?

17 A. That's legalese. That's lawyerese.

18 Q. I understand. What was your response? Could
19 you read it for me?

20 A. You want me to read 29?

21 Q. Yes, ma'am.

22 A. Oh, response. "These Defendants will supplement
23 this response at a later date."

24 Q. You didn't respond and say you didn't understand
25 that, did you?

1 A. Huh?

2 Q. You did not respond and say that you did not
3 understand that question, did you?

4 A. No. I pay lawyers to figure this out.

5 Q. But you understand that's your answer, correct?

6 A. That these Defendants, yes, these Defendants.

7 Q. Did you review these interrogatories, these
8 answers?

9 A. Yes, I read them, uh-huh [yes].

10 Q. Okay. Can you tell me what sort of unauthorized
11 act Mr. Stokes has taken in filing this lawsuit?

12 MR. LOGAN: Object to the form; asked and
13 answered, but you can answer it.

14 THE WITNESS: Say that again.

15 Q. [Mr. Hopkins] Can you identify what
16 unauthorized act Mr. Stokes has taken in filing this
17 lawsuit?

18 MR. LOGAN: Same objection.

19 THE WITNESS: He hasn't taken an unlawful
20 act in filing the lawsuit. You can sue anybody
21 in the U.S. for any reason at any time.

22 Q. [Mr. Hopkins] Okay. Thank you. That's all I
23 wanted to know about that. What role did you play in
24 Mr. Stokes' termination?

25 A. None.

1 Q. Did you recommend his termination?

2 A. No.

3 Q. Were you aware of his termination?

4 A. I was informed, yes.

5 Q. Were you informed before he was terminated?

6 A. No.

7 Q. Okay. How were you informed after his
8 termination?

9 A. Mr. Moulder told me.

10 Q. Were you aware that Mr. Stokes filed a grievance
11 with the county?

12 A. I heard that, yes, but I know nothing of it.

13 Q. And that Mr. Stokes had a hearing with the
14 grievance committee? Do you understand he had one of
15 those?

16 A. Yes, I understand he had one of those.

17 Q. And do you understand that the grievance
18 committee for Oconee County said there was no verifiable
19 evidence presented at the hearing to refute what is
20 documented in Mr. Stokes' personnel file?

21 A. Okay.

22 Q. You agree that that was said?

23 A. I don't know that that was said. I have no
24 knowledge of the grievance proceedings.

25 Q. But you don't have any reason to dispute that?

1 A. I don't know that I would dispute it. I have
2 no -- I did not participate, I did not get any
3 documentation, and I did not listen in. I don't know
4 anything about it.

5 Q. Did Mr. Moulder ask you to participate during
6 the grievance process?

7 A. No.

8 Q. They also said there are no written complaints
9 filed against him -- that's Mr. Stokes -- by any county
10 residents, contractors or departmental staff members, nor
11 are there any disciplinary actions or reprimands. Do you
12 have any reason to dispute that statement by the
13 grievance committee?

14 A. If that's what was provided by our HR
15 department, that's what was provided by our HR
16 department.

17 Q. You understand the grievance committee is an arm
18 of the county, correct?

19 MR. LOGAN: Object to the form.

20 THE WITNESS: I don't even know how it's
21 composed or put together.

22 Q. [Mr. Hopkins] Do you believe this grievance
23 committee is somehow outside of the county?

24 A. No. It's part of the --

25 Q. Thank you. I'm sorry.

1 A. It's part of the organization.

2 Q. They also stated "It is the recommendation of
3 this committee that tangible documentation or evidence be
4 produced for review by the committee and Mr. Stokes or,
5 in the alternative, for full reinstatement with back pay
6 as requested in the original complaint." Do you have any
7 reason to disagree with that statement?

8 MR. LOGAN: Same objection.

9 THE WITNESS: No. If that's what was
10 stated, that's what was stated.

11 Q. [Mr. Hopkins] And did Mr. Moulder or anybody at
12 the county ask you to offer any tangible documentation or
13 evidence to the grievance committee?

14 A. No.

15 Q. I'm going to skip this.

16 MR. LOGAN: Skip this?

17 MR. HOPKINS: Yes, sir.

18 MR. LOGAN: Can I keep it?

19 MR. HOPKINS: Of course; of course you
20 can.

21 Q. [Mr. Hopkins] Miss Cammick, have you ever
22 submitted any written complaints that you have received
23 from county residents, contractors or departmental staff
24 members about Mr. Stokes?

25 A. When I receive emails from residents that

1 require some kind of action by the county, I forward
2 those to Mr. Moulder, or if I receive a phone call from a
3 resident complaining, I refer that to the administrator.
4 The council interacts with two people, the administrator
5 and our clerk, so I would never go directly to a
6 department head, so that's how the lines of communication
7 work.

8 Q. I understand. I am going to read again from the
9 grievance committee's letter. This is to Mr. Moulder.
10 "The county contends that Mr. Stokes was terminated as a
11 result of the following: Growing concerns voiced by
12 county council" -- that's you, right, along with your
13 council members?

14 A. Yes.

15 Q. -- "to county administrator" -- that's
16 Mr. Moulder, correct?

17 A. That's correct.

18 Q. -- "due to complaints received by constituents
19 concerning customer service issues with the community
20 development department."

21 A. Yes.

22 Q. Is that Mr. Stokes' department, the community
23 development department?

24 A. I believe the building codes falls under the
25 umbrella of community development.

1 Q. Okay. They go on to say "These concerns were
2 voiced multiple times over a five to seven-month period
3 by council members." Again, that's you?

4 A. Yes, sir.

5 Q. "Mr. Stokes was made aware of council concerns
6 multiple times within this time period." I'm reading
7 that. Do you have any reason to dispute that?

8 A. I don't dispute it, but he wasn't made concerned
9 by us because we don't communicate directly with the
10 department.

11 Q. That was going to be my next question. You
12 testified you don't communicate with department heads, so
13 you wouldn't communicate those concerns, correct?

14 A. No. That's why, when I called him that one day
15 about the builder issue, that was an anomaly because we
16 normally wouldn't do that in Mr. Moulder's presence.
17 Mr. McCall would have called Mr. Moulder.

18 Q. And then I already read it, but we can agree the
19 grievance committee said there was no verifiable evidence
20 presented to refute his allegations, right?

21 MR. LOGAN: Object to the form.

22 THE WITNESS: What? At the end?

23 Q. [Mr. Hopkins] The committee said "There was no
24 verifiable evidence presented at the hearing to refute
25 what is documented in his personnel file. There are no

1 written complaints filed against him by any county
2 residents, contractors or departmental staff members, nor
3 are there any disciplinary actions or reprimands."

4 A. Okay. So that's what it says.

5 Q. They said "We as a committee cannot concur with
6 the decision to terminate his employment." Do you have
7 any reason to dispute what that says?

8 A. No. If it's there in black and white, I am not
9 going to dispute it.

10 Q. Do you disagree with the grievance committee?

11 A. Well, I know we had lots of complaints, but we
12 don't hire and fire employees. That's administration.

13 Q. Okay. Do you disagree with the decision to
14 terminate Mr. Stokes?

15 A. Not necessarily.

16 Q. You agree that he should have been terminated?

17 A. I agree that changes needed to be made in the
18 department.

19 Q. Okay. And are you aware of any other changes
20 besides Mr. Stokes being terminated?

21 A. Well, I have heard that there's been a lot more
22 things fixed there so now you can get new construction
23 permits in a timely fashion. I had a builder tell me the
24 other day that it was the first time he got a building
25 permit within a day, so I know things are improving in

1 that department, and I have had no other complaints.

2 Q. Well, you got a building permit in a day, didn't
3 you?

4 A. That was for a carport. We are talking about a
5 house.

6 Q. But, I mean, you don't dispute that, though.
7 You got a building permit in a day, correct?

8 A. Yes, for a carport.

9 Q. They didn't delay your issuance of a permit, did
10 they?

11 A. No; but the complaints we received were mostly
12 for new construction and for remodeling.

13 Q. Are there any other reasons you believe
14 Mr. Stokes' lawsuit is frivolous besides what we have
15 already discussed?

16 A. Besides what we have already discussed? Well,
17 it's my understanding that in the State of South
18 Carolina, it's an employment at will state and you can
19 get rid of people without even explaining to them, not
20 that I advocate that, but that's my understanding of how
21 it is.

22 Q. That's what you believe? You believe you can
23 terminate an employee for any reason at any time?

24 A. That's always been my understanding as an
25 employee in this state, that I could be terminated for

1 any reason at any time.

2 Q. Do you believe that you can make false
3 statements about individuals?

4 A. No.

5 Q. Do you believe that you can defame individuals?

6 A. No.

7 Q. Do you believe you can make statements about
8 individuals without evidence to support your statements?

9 MS. BURTON: Object to the form of your
10 question.

11 MR. LOGAN: Object to the form.

12 Q. [Mr. Hopkins] You can still answer.

13 A. Do you believe --

14 Q. That you can make statements about an individual
15 without evidence to support your statements?

16 MS. BURTON: Object to the form of your
17 question.

18 MR. LOGAN: Same objection.

19 THE WITNESS: I believe you should have
20 some knowledge to back up your statements, yes.

21 Q. [Mr. Hopkins] Can I hold that document for one
22 second?

23 A. Sure.

24 Q. For interrogatory No. 13, I asked you and the
25 county "Is it your contention, opinion or position that

1 Plaintiff, Mr. Stokes, contributed to or caused in any
2 manner or any way whatsoever to this incident or his
3 damages?" What was your response?

4 A. Yes.

5 Q. What do you believe that Mr. Stokes did to
6 contribute or cause his damages?

7 A. I believe, if the department was managed better,
8 we wouldn't have had the number of complaints and all
9 this wouldn't have come to bear. I do believe that. I
10 believe attitudes in the department start at the top,
11 okay. If you have a good attitude, if you project good
12 customer service skills, so will your employees follow.

13 Q. I want to make sure we are very clear about this
14 before we leave today.

15 A. Uh-huh [yes].

16 Q. Are you aware of any other council meeting
17 besides the April 25, 2017 meeting where you raised
18 concerns about Mr. Stokes or his department?

19 A. In a council meeting?

20 Q. Yes, ma'am.

21 A. Not to my knowledge.

22 Q. Okay. Those are all the questions I have, Miss
23 Cammick. Thank you for your time today.

24 A. Thank you.

25 Q. Nice meeting you.

1 A. Nice meeting you.

2 Q. Your attorney might have some questions.

3 A. Do I stay?

4 MR. LOGAN: Stephanie, do you have any
5 questions?

6 MS. BURTON: I do not have any questions.

7 **EXAMINATION**

8 **BY MR. LOGAN:**

9 Q. Let me ask you a couple things for
10 clarification.

11 A. Yes, sir.

12 Q. You were asked about any organizations you
13 belong to or participate in or what not.

14 A. Uh-huh [yes].

15 Q. Are you a member of a grass roots organization
16 regarding bullying?

17 A. Yes, I am, uh-huh [yes].

18 Q. Did you fail to mention that?

19 A. Yes, I failed to mention. I consider myself an
20 observer, not really a member. I go there. I listen in.
21 They wanted a member of county council to kind of know
22 they exist. I find them to be a very down to earth group
23 and I enjoy their company and so I do attend their
24 meetings.

25 Q. What is the purpose of the organization?

1 A. Their goal is to learn more about how to
2 identify bullying in young children in particular. They
3 are in the process of obtaining their background checks
4 to become mentors in the school. That's their goal.

5 Q. Okay.

6 A. I'm sorry, sir. It's called Oconee County
7 Citizens -- Oconee County Concerned Citizens Against
8 Bullying.

9 A. Okay.

10 Q. That's all. Thank you, very much.

11 A. Okay. thank you.

12 MR. HOPKINS: Thank you, Miss Cammick
13 Sorry to meet under these circumstances.

14 VIDEOGRAPHER: This concludes today's
15 deposition of Miss Cammick. We are off the
16 record at 10:54 a.m.

17 [DEPOSITION CONCLUDED AT 10:54 A.M.]

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C E R T I F I C A T E

S O U T H C A R O L I N A

ANDERSON COUNTY

I hereby certify that the foregoing deposition was reported, as stated in the caption, by the method of Stenograph machine with backup, and the questions and answers thereto were reduced to typewriting by me or under my direction; that the foregoing pages 1 through 84 represent a true, correct and complete transcript of the evidence given on the 7th day of March, 2018, by the witness, **EDDA CAMMICK**, who was first duly sworn by me; that I am not a relative, employee, attorney or counsel of any of the parties, nor am I financially interested in the action.

This 22nd day of March, 2018.


Susan Lynn McCracken, RMR
Court Reporter

May 16, 2017

Mr. Scott Moulder, Administrator
Oconee County
415 S Pine Street
Walhalla, SC 29691

Re: Grievance Hearing of David Stokes

Mr. Moulder:

The Oconee County Grievance Committee met on Tuesday, May 16, 2017 with the following members present: Chuck Hunter, Ashley Rice, Letitia Marcengill and Lisa Burton.

The Oconee County Grievance Committee heard a grievance filed by former Community Development Director, David Stokes. Mr. Stokes was terminated from Oconee County on May 01, 2017.

The County contends that Mr. Stokes was terminated as a result of the following:

1. Growing concerns voiced by County Council to County Administrator due to complaints received by constituents concerning customer service issues with the Community Development Department. These concerns were voiced multiple times over a 5 -7 month period by Council Members. Mr. Stokes was made aware of Council concerns multiple times within this time period.

Mr. Stokes contends the following:

1. He has met the expectations of the administration;
2. All job performance evaluations during his tenure with Oconee County have reflected an "Outstanding Performance";
3. At his direction, his department has become more efficient;
4. He has received no disciplinary actions;
5. He was terminated without any warning.

Mr. Stokes seeks the following relief:

1. To be reinstated to his former position as Community Development Director;
2. To receive back pay;
3. To be provided with documentation of complaints made and names of those who filed/voiced the complaints.

Upon careful consideration of all statements made during the hearing by all parties and a full review of Mr. Stokes' personnel file, we, as a committee, cannot concur with the decision to

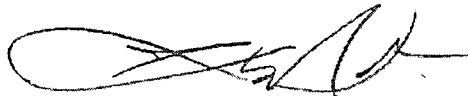
terminate his employment. There was no verifiable evidence presented at the hearing to refute what is documented in his personnel file. There are no written complaints filed against him by any county residents, contractors or departmental staff members, nor are there any disciplinary actions or reprimands. It is the recommendation of this committee that tangible documentation or evidence be produced for review by the committee and Mr. Stokes, or in the alternative for full reinstatement with back pay as requested in the original complaint.

Respectfully,

Lisa Burton
Chuck Hunter
Ashley Rice
Letitia Marcengill

TERMINATION UPHOLD.

GRIEVANCE COMMITTEE RECOMMENDATION OVERRULED.


5/16/17