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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Edward W. Miller, Circuit Court Judge

Case No. 2018-CP-23-04516
Appellate Case No. 2021-001461

Ironwork Productions, LLC, Appellant,

v.

Bobcat of Greenville, LLC, and Bobcat Company, Inc., Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **ORDER GRANTING CLARK EQUIPMENT COMPANY, INC.'S MOTION FOR SANCTIONS AND TO COMPEL DISCOVERY**

This matter came before the Court upon the Motion of Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), for Sanctions against Plaintiff pursuant to Rule 37(d), SCRCP, and to Compel Discovery Responses from Plaintiff pursuant to Rule 37(a), SCRCP. In its Motion, CEC asserted that it has not received any response from Plaintiff as to its May 16, 2019, second set of discovery requests nor any response to its May 16, 2019, letter addressing several deficiencies in Plaintiff's response to CEC's first set of discovery requests. CEC also asserted in its Motion that Plaintiff has exercised bad faith and a gross indifference to the rights of CEC by failing to comply with its discovery obligations as elaborated by the South Carolina Rules of Civil Procedure and South Carolina law.

CEC's Motion and supporting memorandum were filed on August 15, 2019. Plaintiff has not filed any response to the Motion.

A duly-noticed hearing on this Motion was held on October 1, 2019 at 10:30 a.m., with counsel for CEC present. Plaintiff's counsel failed to appear at the duly-noticed hearing. As such, having considered CEC's Motion for Sanctions and to Compel, CEC's Memorandum of Law in

Support of its Motion, and oral argument by CEC's counsel, the Court hereby orders Plaintiff to provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019, deficiency letter and May 16, 2019, second set of discovery requests with ten (10) days of receipt of entry of this Order. If Plaintiff fails to respond as ordered herein, Plaintiff's Complaint in this lawsuit shall be dismissed.

THEREFORE, CEC's Motion for Sanctions and to Compel is GRANTED in the particulars as stated above.

IT IS SO ORDERED.

_____
The Honorable Edward W. Miller
Presiding Judge

Greenville, South Carolina

October _____, 2019

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Greenville Common Pleas

Case Caption: Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Case Number: 2018CP2304516

Type: Order/Other

So Ordered

s/ Edward W. Miller

ELECTRONICALLY FILED - 2019 Oct 25 2:54 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **ORDER DISMISSING PLAINTIFF'S COMPLAINT WITH PREJUDICE**

This matter came before the Court upon receipt of the Notice of Plaintiff's Noncompliance with this Court's October 1, 2019 Order, filed by Defendant Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC").

CEC's counsel filed a Motion for Sanctions and to Compel Discovery Responses on August 15, 2019, asserting that CEC had received no response from Plaintiff to its May 16, 2019 deficiency letter pertaining to its first set of discovery requests to Plaintiff (which also were the subject of an earlier motion to compel discovery responses) or to its May 16, 2019 second set of discovery requests.

The Motion for Sanctions and to Compel Discovery Responses came before this Court for hearing on October 1, 2019. Plaintiff's counsel failed to appear for the hearing. The Court issued an order on October 1, 2019,[1] stating that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding requests set forth in

[1] The background leading to the October 1, 2019 Order was set forth more fully in CEC's August 15, 2019 Motion for Sanctions and to Compel Discovery Responses and in the October 1, 2019 Order itself.

CEC's May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests within ten (10) days. In an email to the Court, Plaintiff's counsel consented to the language of the Order before it was filed.

On October 18, 2019, CEC's counsel filed a Notice of Noncompliance with the October 1, 2019 Order, asserting that Plaintiff had not produced a single document in response to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order.

The Court finds that Plaintiff has been given ample notice of the discovery deficiencies but has failed to respond thereto. The Court also finds that Plaintiff has not complied with the terms of the October 1, 2019 Order.

THEREFORE, Plaintiff's Complaint is dismissed with prejudice as to all defendants.

IT IS SO ORDERED.

_____
The Honorable Edward W. Miller
Presiding Judge

Greenville, South Carolina

October ____, 2019

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Greenville Common Pleas

Case Caption: Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Case Number: 2018CP2304516

Type: Order/Other

So Ordered

s/ Edward W. Miller

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2304516

Iron Works Productions Llc
PLAINTIFF(S)

Bobcat Of Greenville LLC et al
DEFENDANT(S)

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.

☐ **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:

This matter is before the Court on Plaintiff Ironwork Production LLC's Motion for Reconsideration. After hearing from counsel from each party, the motion is denied.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/19/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

0007

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Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Greenville Common Pleas

Case Caption: Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Case Number: 2018CP2304516

Type: Order/Electronic Form 4

So Ordered

s/ Edward W. Miller

2022-03-10-01

The Supreme Court of South Carolina

In the Matter of Edward Delane Rosemond, Respondent.

Appellate Case Nos. 2022-000248 and 2022-000249

ORDER

The Office of Disciplinary Counsel asks this Court to place Respondent on interim suspension pursuant to Rule 17(b) of the Rules for Lawyer Disciplinary Enforcement (RLDE) contained in Rule 413 of the South Carolina Appellate Court Rules (SCACR). The petition also seeks appointment of the Receiver to protect the interests of Respondent's clients pursuant to Rule 31, RLDE, Rule 413, SCACR.

IT IS ORDERED that Respondent's license to practice law in this state is suspended until further order of this Court.

IT IS FURTHER ORDERED that Peyre T. Lumpkin, Esquire, is hereby appointed to assume responsibility for Respondent's client files, trust account(s), escrow account(s), operating account(s), and any other law office accounts Respondent may maintain. Mr. Lumpkin shall take action as required by Rule 31, RLDE, Rule 413, SCACR, to protect the interests of Respondent's clients. Mr. Lumpkin may make disbursements from Respondent's trust account(s), escrow account(s), operating account(s), and any other law office accounts Respondent may maintain that are necessary to effectuate this appointment.

This Order, when served on any bank or other financial institution maintaining trust, escrow and/or operating account(s) of Respondent, shall serve as an injunction to prevent Respondent from making withdrawals from the account(s) and shall further serve as notice to the bank or other financial institution that Peyre T. Lumpkin, Esquire, has been duly appointed by this Court.

Finally, this Order, when served on any office of the United States Postal Service, shall serve as notice that Peyre T. Lumpkin, Esquire, has been duly appointed by this Court and has the authority to receive Respondent's mail and the authority to direct that Respondent's mail be delivered to Mr. Lumpkin's office.

Mr. Lumpkin's appointment shall be for a period of no longer than nine months unless an extension of the period of appointment is requested.

s/Donald W. Beatty C. J.

FOR THE COURT

Columbia, South Carolina
March 10, 2022

ELECTRONICALLY FILED - 2018 Aug 29 11:41 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IRONWORK PRODUCTIONS, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc. Defendants.	**SUMMONS** DOCKET NUMBER: 2018-CP-23-_____

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is hereby served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at their offices, Post Office Box 1498, Seneca, South Carolina, within thirty (30) days after the service thereof exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint and for a default judgment.

ROSEMOND LAW FIRM, P.A.

By: s/ E. Delane Rosemond

E. Delane Rosemond, #15915
Attorney for Plaintiff
Post Office Box 1498
Seneca, South Carolina 29979
(864) 888-2832
(864) 886-9072 (fax)

Seneca, South Carolina
August 28, 2018

ELECTRONICALLY FILED - 2018 Aug 29 11:41 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IRONWORK PRODUCTIONS, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc. Defendants.	**COMPLAINT** DOCKET NUMBER: 2018-CP-23-_____

The Plaintiff, MCALISTER LAND CLEARIING, LLC ("Plaintiff"), complaining of the defendants, Bobcat of Greenville, LLC ("Defendant") and Bobcat Company, Inc., would respectfully show unto this Court the following:

1. Plaintiff is a limited liability company registered to do business in the State of South Carolina headquartered in Oconee County, South Carolina.
2. Defendant Bobcat of Greenville is a Limited Liability Company doing business in Greenville County South Carolina, and organized and existing under the laws of the State of South Carolina.
3. Defendant Bobcat Company is a international corporation, headquartered in Wells Fargo, North Dakota, and organized and existing under the laws of the State of North Dakota
4. Defendants, at all herein mentioned times, are in the business of selling and servicing farm and construction equipment, including Bobcats and excavation

machines, as an authorized agent and dealer for Bobcat Company, Inc., and for purposes herein, particularly, a T870 Compact Track Loader VIN: B47C11710.

5. On or about November 30, 2017, Plaintiff purchased the said Bobcat bearing VIN: B47C11710 (herein referred to as “Bobcat”).
6. Plaintiff purchased the Bobcat to be used for business purposes on his family’s business, excavating and clearing land.
7. Shortly after taking delivery of the Bobcat, Plaintiff began having problems with the equipment, with repairs necessary on the following dates:
    a. December 1, 2017; for hydraulics repair.
    b. January 10, 2018; to replace the female coupler on grapple.
    c. January 11; fifty hours of service warranty.
    d. January 31; coding swash plate out of position.
    e. February 1; melted hose for air filter; camera not working.
    f. March 19; hydraulic leak on right side of track.
    g. April 30; coding and cut off; swash plate sensor and hydra stat.
    h. May 7; addressed washer on right side.
    i. May 14; had attena put on.
    j. May 25; had to repair, then replace wiring harness
    k. July 3; hydraulic leak.
    l. July 17; hydraulic leak.
    m. August 3; repair or replace hydraulic cylinder on left side.
    n. August 12; entire hydra stat system.

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Plaintiff cannot meet orders because of the faulty equipment and is losing customers, business, and revenue. In addition, Plaintiff cannot meet order, they cannot make the monthly note associated with said Bobcat without using the machine for its intended purposes.

COUNT I - BREACH OF IMPLIED WARRANTIES

8. Plaintiff adopts and realleges all the foregoing as though set out herein in full.
9. Plaintiff would show that at the time of delivery of the Bobcat there was a statutory implied warranty of fitness and merchantability from Defendant and by the authority of the South Carolina Code. Plaintiff is a consumer within the meaning and intention of the South Carolina Code, and Defendant is a merchant within the contemplation of the South Carolina Code and under the Uniform Commercial Code. Under these sections buyer has the authorization to revoke acceptance and is entitled to recover the purchase price.
10. Defendant warranted as a matter of law, as previously mentioned, that the machine was suitable for the purposes for which it was manufactured, and would pass without objection in the ordinary course of business trade. Defendant failed to perform the warranty work properly, despite receiving notice and being advised of said defects, and were neither able, nor competent nor willing to cure said defects. Plaintiff was damaged by said defects. Plaintiff was damaged by said breach of the implied warranties and is entitled to recover therefor.

COUNT II - BREACH OF EXPRESS WARRANTIES

11. Plaintiff adopts and realleges all the foregoing as though set out herein in full.

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12. Plaintiff sold said Bobcat with certain express warranty, and extended warranty, extending to Plaintiff by Defendant.

13. These express warranties were breached as a result of Defendant being unable or unwilling to repair and cure the defects, therein causing the warranties to fail to perform, or fulfill the intended purpose, and Plaintiff has consequently been damaged and is entitled to recover for such damages.

COUNT III - MAGNUSON MOSS ACT

14. Plaintiff adopts and realleges all the foregoing as though set out herein in full.

15. The breach of the South Carolina statutory implied warranty also gives rise to the violation of the Magnuson-Moss warranty Federal Trade Commission Improvement Act, Section 110(C), 15 U.S.C.A., Section 2301, et seq. Plaintiff has given proper notice for the purpose of satisfying the requirements of the Magnuson-Moss Act, and would further show that he has given the Defendant many opportunities to cure said defects and would further show that they have totally failed to make the vehicle fit for the purpose for which it was manufactured and for its intended use which impairs the use, market value, or safety of the vehicle to the Plaintiff after a reasonable number of attempts, and Plaintiff has, therefore, been damaged and is entitled to recover under this act.

16. Plaintiff would show that as a result of the breach of the foregoing mentioned warranties, he is entitled to recover the following, including, but not limited to, the purchase price of the automobile, and consequential damages consisting of sales tax, license, registration and other fees, finance charge, towing expenses, rental

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expense, replacement and costs to cure, time and inconvenience, loss of business opportunity and all costs and expenses, including attorney fees based on actual time expended, determined by this Court to have been reasonably incurred by the Plaintiff or in connection with the commencement and prosecution of such action as provided.

COUNT IV - PUNITIVE DAMAGES

17. Plaintiff adopts and realleges all the foregoing as though set out herein in full.

18. Defendant, in being unable to repair the defects complained of and continuing inability to correct said defects with new parts as needed, showed a total disregard for Plaintiff's rights and such acts were willful and wanton and calculated to discourage and dissuade Plaintiff from pursuing his remedies any further and punitive damages should be awarded to discourage and deter like treatment to purchasers in the future.

WHEREFORE PLAINTIFF PRAYS FOR A JUDGEMENT AGAINST DEFENDANTS:

A. For the purchase price of Bobcat $104,524.00;

B. For the consequential damages in the sum of $40,000.00;

C. For loss of revenue at least $173,000.00;

D. For attorneys' fees and costs in the amount of $37,000.00;

E. Punitive damages in the sum of $1,000,000.00; and

F. Awarding such other and further relief as the Court deems just and proper.

BY: s/E. DELANE ROSEMOND
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Attorney for the Plaintiff
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864.888.2832(Ph) 864.886.9072 (Fax)

Date:_8/28/18___
Seneca, South Carolina

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ELECTRONICALLY FILED - 2018 Dec 03 3:00 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE IRONWORK PRODUCTIONS, LLC, Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC, Defendants.	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2018-CP-23-04516 **ANSWER OF DEFENDANT BOBCAT OF GREENVILLE, LLC**

Defendant, Bobcat of Greenville, LLC (incorrectly identified), answers the Complaint of the Plaintiff as follows:

FOR A FIRST DEFENSE

1. The Defendant denies each and every allegation of the Complaint unless specifically admitted herein.

2. The Defendant admits the allegations of Paragraph 1 on information and belief.

3. The Defendant denies the allegations of Paragraph 2 insofar as it alleges the incorrect entity. The correct entity is Acme Operations, LLC and Defendant will accept an Amended Complaint with the correct entity.

4. The Defendant admits the allegations of Paragraph 3 on information and belief.

5. The Defendant admits the allegations of Paragraph 4.

6. The Defendant admits the allegations of Paragraphs 5 and 6 on information and belief.

7. As to the allegations of Paragraph 7, the Defendant admits that the Plaintiff requested certain parts to be replaced and/or repaired. The Defendant does not have sufficient

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information to admit or deny whether or not the Plaintiff cannot meet orders or is losing business customers and revenue or make the monthly note associated with the piece of machinery. The Defendant denies any and all liability for any alleged losses.

8. As to the allegations of Paragraph 8, the Defendant realleges and reincorporates the preceding paragraphs.

9. The allegations of Paragraph 9 state a legal conclusion and therefore no response is required. To the extent any response is required, the Defendant denies that it breached any warranty of fitness and merchantability and denies any and all liability.

10. As to the allegations of Paragraph 10, the Defendant would refer to language of any warranties regarding the subject machine. The Defendant denies any and all liability as to any breach of alleged warranties.

11. As to the allegations of Paragraph 11, the Defendant realleges and reincorporates the preceding paragraphs.

12. As to the allegations of Paragraph 12, the Defendant admits that it sold the Bobcat to the Plaintiff. The Defendant refers to the provisions of any warranties issued and extended to the Plaintiff. The Defendant denies any and all liability under these warranties.

13. The Defendant denies the allegations of Paragraph 13.

14. As to the allegations of Paragraph 14, the Defendant realleges and reincorporates the preceding paragraphs.

15. The allegations of Paragraph 15 state a legal conclusion and therefore no response is required. To the extent any response is required, the Defendant denies that it breached any warranties referred to therein.

16. The Defendant denies the allegations of Paragraph 16.

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17. As to the allegations of Paragraph 17, the Defendant realleges and reincorporates the preceding paragraphs.

18. The Defendant denies the allegations of Paragraph 18 and the remaining allegations of the Complaint.

FOR A SECOND DEFENSE

19. The Complaint fails to state facts sufficient to constitute a cause of action.

FOR A THIRD DEFENSE

20. Any damages sustained by the Plaintiff were due to and proximately caused by third parties over which this Defendant had no control and therefore this Defendant is not liable.

FOR A FOURTH DEFENSE

21. The Defendant pleads all exclusions, disclaimers and provisions of any warranties issued in this case as a complete defense to this action.

FOR A FIFTH DEFENSE

22. The Defendant pleads any and all limitations under any warranties issued on the subject piece of equipment and therefore this Defendant is not liable.

FOR A SIXTH DEFENSE

23. The Defendant pleads misuse of the equipment or noncompliance with the conditions of the warranty as a complete defense to this action.

FOR A SEVENTH DEFENSE

24. The Plaintiff is not entitled to an award of punitive damages on the grounds that such an award would be in violation of the due process and equal protection clauses of the United States and South Carolina Constitutions.

WHEREFORE, having fully answered the Complaint, the Defendant demands that it be dismissed, for the costs of this action, and for such other and further relief as the Court deems just and proper.

MCANGUS GOUDELOCK & COURIE, L.L.C.

s/Doc Morgan, Jr.
Doc Morgan, Jr.
Bar No: 4084
Post Office Box 2980
55 East Camperdown Way, Suite 300 (29601)
Greenville, South Carolina 29602
(864) 239-4000

ATTORNEYS FOR DEFENDANT, ACME, OPERATIONS, LLC D/B/A BOBCAT OF GREENVILLE

December 3, 2018

ELECTRONICALLY FILED - 2018 Dec 03 3:00 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2018 Dec 07 4:30 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
Plaintiff,	)	
vs.	)	**CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S ANSWER TO COMPLAINT**
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	**Jury Trial Requested**
Defendants.	)	

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, hereby answers Plaintiff's Complaint. CEC expressly denies each and every allegation not specifically admitted herein. CEC answers the specifically numbered paragraphs of Plaintiff's Complaint as follows.

FOR A FIRST DEFENSE TO THE ENTIRE COMPLAINT

1. CEC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 1 of Plaintiff's Complaint, and therefore, CEC denies the allegations.

2. CEC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 2 of Plaintiff's Complaint, and therefore, CEC denies the allegations.

3. CEC denies the allegations set forth in paragraph 3 of Plaintiff's Complaint.

4. Responding to the allegations set forth in paragraph 4 of Plaintiff's Complaint, CEC admits only that the subject equipment is a Bobcat T870 Compact Track Loader bearing VIN

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B47C11710. CEC denies any and all remaining allegations set forth in paragraph 4 of Plaintiff's Complaint to the extent they are alleged to pertain to CEC.

5. Responding to the allegations set forth in paragraph 5 of Plaintiff's Complaint, CEC admits only that the subject equipment is a Bobcat T870 Compact Track Loader bearing VIN B47C11710. CEC is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in paragraph 5 of Plaintiff's Complaint, and therefore, CEC denies any and all remaining allegations.

6. CEC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 6 of Plaintiff's Complaint, and therefore, CEC denies the allegations.

7. CEC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 7 of Plaintiff's Complaint, including sub-paragraphs (a)-(n), and therefore, CEC denies the allegations.

FOR A FIRST DEFENSE TO COUNT I-BREACH OF IMPLIED WARRANTIES

8. CEC re-states and incorporates its responses to the foregoing paragraphs as if fully set forth herein.

9. The allegations set forth in paragraph 9 of Plaintiff's Complaint state a legal conclusion to which no response is required. To the extent a response is required, CEC denies the allegations.

10. CEC denies the allegations set forth in paragraph 10 of Plaintiff's Complaint to the extent that Plaintiff alleges that CEC failed to perform warranty work properly or was otherwise incompetent or unwilling to cure the alleged defects. CEC further denies that Plaintiff was damaged by any act or omission of CEC. The remaining allegations set forth in paragraph 10 of

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Plaintiff's Complaint state a legal conclusion to which no response is required. To the extent a response is required, CEC denies the allegations.

FOR A FIRST DEFENSE TO COUNT II-BREACH OF EXPRESS WARRANTIES

11. CEC re-states and incorporates its responses to the foregoing paragraphs as if fully set forth herein.

12. CEC is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 12 of Plaintiff's Complaint, and therefore, CEC denies the allegations.

13. CEC denies the allegations set forth in paragraph 13 of Plaintiff's Complaint.

FOR A FIRST DEFENSE TO COUNT III-MAGNUSON MOSS ACT

14. CEC re-states and incorporates its responses to the foregoing paragraphs as if fully set forth herein.

15. The allegations set forth in paragraph 15 of Plaintiff's Complaint state a legal conclusion to which no response is required. To the extent a response is required, CEC denies the allegations.

16. CEC denies the allegations set forth in paragraph 16 of Plaintiff's Complaint.

FOR A FIRST DEFENSE TO COUNT IV-PUNITIVE DAMAGES

17. CEC re-states and incorporates its responses to the foregoing paragraphs as if fully set forth herein.

18. CEC denies the allegations set forth in paragraph 18 of Plaintiff's Complaint.

19. In responding to the "WHEREFORE" paragraphs in Plaintiff's Complaint, CEC denies the allegations set forth therein, and further denies that Plaintiff is entitled to any relief whatsoever from CEC.

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FOR A SECOND DEFENSE

20. Plaintiff's Complaint fails to state a claim upon which relief can be granted, and CEC may be entitled to dismissal of Plaintiff's Complaint pursuant to Rule 12(b)(6), SCRCP. CEC reserves the right to file a subsequent motion pursuant to Rule 12(b)(6).

FOR A THIRD DEFENSE

21. Plaintiff's Complaint has not alleged any cause of action that can support a claim for punitive damages under applicable law. Therefore, Plaintiff's claim for punitive damages must be dismissed.

FOR A FOURTH DEFENSE

22. To the extent that discovery supports such a defense, one or more of Plaintiff's claims are barred by the applicable statute(s) of limitations.

FOR A FIFTH DEFENSE

23. Plaintiff's damages as alleged in the Complaint were the result of an independent, unforeseeable, superseding, and/or intervening cause.

FOR A SIXTH DEFENSE

24. When the Track Loader at issue was allegedly placed into the stream of commerce, it comported to the technical state-of-the-art then existing and all applicable standards.

FOR A SEVENTH DEFENSE

25. Plaintiff's warranty claims are barred by his failure to provide the required notice.

FOR AN EIGHTH DEFENSE

26. Plaintiff's recovery is barred or limited by the terms of any warranty accompanying the sale of the Track Loader at issue.

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FOR A NINTH DEFENSE

27. Any alleged implied warranties were modified, limited, or disclaimed.

FOR A TENTH DEFENSE

28. Any warranty which may have existed for the Track Loader at issue did not run to Plaintiff.

FOR AN ELEVENTH DEFENSE

29. Plaintiff did not rely on any alleged express or implied warranties.

FOR A TWELFTH DEFENSE

30. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff has failed to mitigate its damages.

FOR A THIRTEENTH DEFENSE

31. To the extent discovery supports such a defense, Plaintiff's Complaint is barred by substantial material alteration(s) of the Track Loader at issue occurring prior to the alleged incident.

FOR A FOURTEENTH DEFENSE

32. To the extent discovery supports such defenses, Plaintiff's Complaint is barred by misuse, abuse, and/or failure to properly maintain, service, and/or repair the Track Loader at issue.

FOR A FIFTEENTH DEFENSE

33. CEC did not breach any warranty, express or implied, it may have owed to Plaintiff.

FOR A SIXTEENTH DEFENSE

34. CEC states that neither the Track Loader at issue nor its subsequent servicing and repairs thereto were defective in any manner and that at all pertinent times, the Track Loader and CEC's repairs thereto were reasonably fit and suited for the purpose for which they were

manufactured or conducted and were sold or provided with such advice and warnings as consistent with the state of the existing scientific, technological, and industrial art.

FOR A SEVENTEENTH DEFENSE

35. The subject Track Loader and CEC's servicing and repairs thereto were merchantable and fit for their particular purpose, thereby negating Plaintiff's cause of action for breach of warranty or any other cause of action.

FOR AN EIGHTEENTH DEFENSE

36. Plaintiff's claims may be barred by the doctrines of estoppel, waiver, unclean hands, and/or laches.

FOR A NINETEENTH DEFENSE

37. Plaintiff may have failed to resort to the applicable informal dispute resolution procedure provided by CEC; therefore, Plaintiff's claims under the Magnusson-Moss Warranty Act may be barred.

FOR A TWENTIETH DEFENSE

38. Plaintiff is not entitled to punitive damages because an award of punitive damages violates the Fifth and Fourteenth Amendments to the United States Constitution as well as Article I, § 3 and Article I, § 14 of the South Carolina Constitution.

39. An award of punitive damages must strictly comply with the guidelines set forth in *State Farm Mutual Automobile Insurance Company v. Campbell*, and the failure to do so renders any such award unconstitutional.

40. Any award of punitive damages that is not subject to a predetermined limit violates CEC's due process rights because it is not subject to meaningful standards and because it does not allow CEC to be fully informed of the nature and cause of the accusation and ruling.

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41. The judiciary's ability to correct a punitive damages award at the appellate level is inconsistent with due process guarantees.

42. To the extent an award of punitive damages is excessive, such award violates due process guarantees.

43. 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.

44. Any standard that allegedly governs imposition of punitive damages violates CEC's due process rights because it is void for vagueness.

45. Any award of punitive damages violates the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution as well as Article I, § 3 of the South Carolina Constitution because it is based upon the wealth and status of CEC.

FOR A TWENTY-FIRST DEFENSE

46. CEC reserves the right to amend this Answer and assert other defenses as may become appropriate based on information it acquires through discovery or otherwise in the course of this litigation.

WHEREFORE, having fully respond to Plaintiff's Complaint, CEC prays to this Honorable Court for dismissal of Plaintiff's Complaint, with prejudice, or in the alternative, for a jury trial on the merits of this case and an Order requiring Plaintiff to pay the costs of this action, including reasonable attorneys' fees, and for any other relief this Court deems just and proper.

<< Signature on Next Page >>

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson
Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

December 7, 2018

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ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **MOTION TO COMPEL DISCOVERY RESPONSES**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, respectfully submits this Motion to Compel Discovery Responses.

CEC's Interrogatories and Requests for Production were served upon Plaintiff's counsel by United States mail on January 25, 2019 *See* **Exhibits A & B**. Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel requesting that Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be provided within one week. *See* **Exhibit C**. Approximately two minutes later, Plaintiff's counsel responded by email that he would respond by Friday, March 8, 2019.

Plaintiff's counsel has not responded, and Plaintiff has produced no responses to the discovery requests.

As of the date of this motion it has been 52 days since CEC served its written discovery requests on Plaintiff, but Plaintiff has failed to provide any responses.

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For these reasons, CEC respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's Interrogatories and Requests for Production to Plaintiff. Pursuant to Rule 37(a)(4), SCRCP, Defendant further requests that this Court order Plaintiff to pay CEC's reasonable expenses in obtaining the order, including but not limited to, the cost of filing this motion and attorney's fees.

Pursuant to Rule 11, SCRCP, the undersigned counsel certifies that, prior to filing this motion, he has communicated in writing with opposing counsel and has attempted in good faith to resolve the matter contained in the motion but was unable to resolve the matter.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson

Jay T. Thompson
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

March 18, 2019

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

EXHIBIT A

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document,**" whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

   b. All opinions to which the expert is expected to testify;

   c. The data, facts, or information considered by the expert in forming his opinions;

   d. The specific factual basis or other grounds for each opinion; and

   e. Whether the expert prepared a written report or notes and who has possession of such report or notes.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

5. Identify all directors, officers, employees, agents, representatives, or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff

6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

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12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modification, or service; the person or entity who performed each repair, modification, or service; the hours display on the hour meter at the time of each repair, modification, or service; and the reason for each repair, modification, or service.

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010, and provide a brief summary of the subject matter of each lawsuit.

17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
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Amber M. Hendrick
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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EXHIBIT B

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

EXHIBIT C

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Lynn Dillard

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:14 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

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--

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ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S MOTION FOR SANCTIONS AND TO COMPEL DISCOVERY RESPONSES**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, respectfully submits its Motion for Sanctions against Plaintiff pursuant to Rule 37(d), SCRCP, and its second Motion to Compel Discovery Responses from Plaintiff pursuant to Rule 37(a), SCRCP.

I. Procedural History

CEC's First Set of Interrogatories and Requests for Production to Plaintiff were served upon Plaintiff's counsel by United States mail on January 25, 2019. *See* **CEC's Motion for Sanctions and to Compel_000001 to _000017**. Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be provided within one week. *See* **CEC's Motion for Sanctions and to Compel_000018 to _000019**. Approximately two minutes later, Plaintiff's counsel responded by email that he would respond by Friday, March 8, 2019. *Id.*

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After Plaintiff's counsel did not respond, the undersigned counsel filed its first Motion to Compel Discovery Responses on March 18, 2019. *See* **CEC's Motion for Sanctions and to Compel_000020 to _000042**. Plaintiff's counsel waited until 9:55 p.m. on April 2, 2019—the night before the scheduled hearing on CEC's Motion to Compel—to send his client's responses via email to the undersigned counsel. *See* **CEC's Motion for Sanctions and to Compel_000043 to _000079**. Thereafter, because Plaintiff's counsel had produced at least minimal responses, CEC's counsel cancelled the hearing on its Motion to Compel. *See* **CEC's Motion for Sanctions and to Compel_000080 to _000081**.

Upon a close examination of Plaintiff's discovery responses and document production, the undersigned counsel became aware of several deficiencies in Plaintiff's responses. Specifically,

- Plaintiff failed to respond to Interrogatory No. 6;
- Plaintiff copy and pasted its Answer to Interrogatory No. 2 in response to Interrogatory Nos. 8 and 10;
- Plaintiff copy and pasted its Answer to Interrogatory No. 7 in response to Interrogatory No. 11;
- Plaintiff did not provide a complete response in response to Interrogatory Nos. 9, 13, and 21;
- Plaintiff did not provide a signed and notarized Interrogatory verification page as required by Rule 33(a), SCRCP;
- Plaintiff failed to produce documents substantiating its claims for damages as described in response to Request for Production No. 11; and
- Plaintiff did not provide substantive responses at all to a number of Requests for Production, only stating some variety of the phrase "See answers to #13 and 2" in

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response to Requests for Production Nos. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28.

In addition to the above, in its discovery deficiency letter, the undersigned counsel asked Plaintiff's counsel to reproduce certain pages in its document production that were difficult to read and were scanned in a way that lines of text were missing from multiple pages. *See* **CEC's Motion for Sanctions and to Compel_000082 to _000087**. The undersigned counsel sent this letter to Plaintiff's counsel on May 16, 2019.

At the same time that the undersigned counsel sent its discovery deficiency letter to Plaintiff's counsel, it also served CEC's Second Set of Interrogatories and Requests for Production of Documents on Plaintiff's counsel. *See* **CEC's Motion for Sanctions and to Compel_00088 to _000102**. That same day, on May 16, 2019, Plaintiff's counsel emailed the undersigned counsel, stating "Jay – thanks for the letter. I will work on this next week." *See* **CEC's Motion for Sanctions and to Compel_000103 to _000104**.

Two months later, on July 15, 2019, the undersigned counsel emailed Plaintiff's counsel to inquire into his progress in responding to CEC's discovery deficiency letter. *See* **CEC's Motion for Sanctions and to Compel_000103**. That same day, Plaintiff's counsel responded, "No problem. It's going in the mail today[.]" *Id.* At the time of the drafting of this Motion, it has been almost one month since Plaintiff's counsel said he would be mailing his client's responses to CEC's discovery deficiency letter. However, the undersigned counsel never received any such responses.

On August 5, 2019, the undersigned counsel emailed Plaintiff's counsel to inquire into his progress in responding to CEC's Second Set of Interrogatories and Requests for Production of Documents. *See* **CEC's Motion for Sanctions and to Compel_000106**. Plaintiff's counsel

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completely failed to respond to this email or produce any responses whatsoever to CEC's second set of discovery requests.

II. CEC's Motion for Sanctions

As of the date of this Motion, it has been nearly three months since CEC served its discovery deficiency letter as to its first set of discovery requests to Plaintiff and nearly three months since CEC served its second set of discovery requests to Plaintiff. As stated above, Plaintiff completely failed to provide a single response to these documents.

Because Plaintiff's counsel has completely failed to respond to CEC's second set of discovery requests and email correspondence from the undersigned counsel regarding same, CEC respectfully requests that this Court order that CEC be entitled to the relief prescribed in Rule 37(d), SCRCP. Rule 37(d) provides that if a party fails

> (2) to serve answers or objections to interrogatories submitted under Rule 33, after proper service of the interrogatories, or (3) to serve a written response to a request for inspection submitted under Rule 34, after proper service of the request, the court in which the action is pending on motion may make such orders in regard to the failure as are just, and among others it may take any action authorized under paragraphs (A), (B), and (C) of subdivision (b)(2) of this rule. In lieu of any order or in addition thereto, the court shall require the party failing to act or the attorney advising him or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.
>
> The failure to act described in this subdivision may not be excused on the ground that the discovery sought is objectionable unless the party failing to act has applied for a protective order as provided by Rule 26(c).

Rule 37(d), SCRCP (emphasis added).

Rule 37(b) provides that the Court may enter:

> (A) An order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;

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> (B) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;
>
> (C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party . . . .

Rule 37(b)(A)-(C), SCRCP.

In other words, Rule 37(b) provides sanctions for the violation of an order of the Court to provide or permit discovery while Rule 37(d) "provides for sanctions against a party who fails to answer interrogatories or attend his own deposition." *Downey v. Dixon*, 294 S.C. 42, 44, 362 S.E.2d 317, 318, n.1 (Ct. App. 1987). The distinction between Rule 37(b) and Rule 37(d) is that there must be an order of the Court before sanctions are imposed under subdivision (b), while under subdivision (d) a party may move directly for the imposition of sanctions. *Id.*

Rule 37 expressly grants the trial court power to order dismissal for either the violation of a court order, or, upon motion, for a party's failure to respond to certain discovery requests. Rule 37(b)(2)(C) & (d), SCRCP. However, when the court orders default or dismissal, or the sanction itself results in default or dismissal, the end result is nevertheless harsh medicine that should not be administered lightly. *See generally Orlando v. Boyd*, 320 S.C. 509, 466 S.E.2d 353 (1996); *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991). Before invoking this severe remedy, the trial court must determine that there is some element of bad faith, willfulness, or gross indifference to the rights of other litigants. *Karppi v. Greenville Terrazzo Co.*, 327 S.C. 538, 543, 489 S.E.2d 679, 682 (Ct. App. 1997). The sanction imposed should be reasonable, and the court should not go beyond the necessities of the situation to foreclose a decision on the merits of a case. *Balloon Plantation v. Head Balloons*, 303 S.C. 152, 399 S.E.2d 439 (Ct.App.1990). The sanction should be aimed at the specific misconduct of the party

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sanctioned. *Balloon Plantation*, 303 S.C. at 154, 399 S.E.2d at 440. Furthermore, whatever sanction is imposed should serve to protect the rights of discovery provided by the Rules of Civil Procedure. *Kershaw Co. Bd. of Educ. v. United States Gypsum Co*., 302 S.C. 390, 396 S.E.2d 369 (1990).

Throughout this litigation, Plaintiff has demonstrated both bad faith and a gross indifference to the rights of CEC by (1) failing to respond to CEC's First Set of Interrogatories and Requests for Production in time, thus necessitating a Motion to Compel; (2) waiting until the eleventh hour to provide responses—which, as described above and in the attached discovery deficiency letter, were inadequate and deficient in several ways—to avoid a hearing on the Motion to Compel; (3) stating that he would work on responding to the discovery deficiency letter and/or second set of discovery requests and then not provide any indication that he had done so by the deadline he set for himself; (4) then, after not doing anything, stating two months later that Plaintiff's responses were going out in the mail, but then not actually doing so; (5) and then three weeks after that, failing to respond to correspondence from the undersigned counsel regarding his failure to provide *any* answers to CEC's discovery requests. This sequence of events illuminates Plaintiff's bad faith, dilatoriness, and gross indifference to CEC's rights. The undersigned counsel have been assured—in writing—on multiple occasions that Plaintiff would address all identified deficiencies, even going so far as saying responses would be going in the mail that same day, despite never doing so. To make matters worse, Plaintiff completely disregarded CEC's second set of discovery requests entirely, not even providing a response to the undersigned counsel's correspondence regarding same.

CEC believes that it is entitled to the following relief pursuant to its Motion for Sanctions: (1) an order dismissing the action pursuant to Rule 37(d)'s authorization for such relief according

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to Rule 37(b)(2)(C), and (2) CEC's "reasonable expenses, including attorneys' fees, caused by the failure," as *required* by Rule 37(d) if the Court finds that the failure was unjustified. Plaintiff had an opportunity to object to any of CEC's discovery requests as well as seek a protective order pursuant to 37(d), but he has not done so. As such, Plaintiff's counsel's "failure to act [as] described in this subdivision may not be excused on the ground that the discovery sought is objectionable." Rule 37(d), SCRCP.

III. CEC's Motion to Compel

Should the Court not grant CEC's Motion for Sanctions in whole or in part, CEC submits that it should also be entitled to relief pursuant to rule 37(a). Specifically, based on the reasons enumerated above, CEC respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's discovery deficiency letter and to supplement its responses to CEC's First Set of Interrogatories and Requests for Production to Plaintiff as necessary. CEC also respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's Second Set of Interrogatories and Requests for Production to Plaintiff. Pursuant to Rule 37(a)(4), SCRCP, Defendant further requests that this Court order Plaintiff to pay CEC's reasonable expenses in obtaining the order, including but not limited to, the cost of filing this motion and attorneys' fees.

Pursuant to Rule 11, SCRCP, the undersigned counsel certifies that, prior to filing this motion, they have communicated in writing with opposing counsel and have attempted in good faith to resolve the matter contained in the motion but were unable to resolve the matter.

<< Signature on Next Page >>

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ Jay T. Thompson

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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

August 15, 2019

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January 25, 2019

E. Delane Rosemond, Esquire
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

We enclose herewith and serve upon you by mail the following documents in the above-referenced matter:

1. Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff; and
2. Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff.

Very truly yours,

Jay T. Thompson

JTT:lwd
Enclosures
cc: Doc Morgan, Jr., Esquire

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

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10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
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E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

   b. All opinions to which the expert is expected to testify;

   c. The data, facts, or information considered by the expert in forming his opinions;

   d. The specific factual basis or other grounds for each opinion; and

   e. Whether the expert prepared a written report or notes and who has possession of such report or notes.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

5. Identify all directors, officers, employees, agents, representatives, or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff

6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

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from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

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12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modification, or service; the person or entity who performed each repair, modification, or service; the hours display on the hour meter at the time of each repair, modification, or service; and the reason for each repair, modification, or service.

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010, and provide a brief summary of the subject matter of each lawsuit.

17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

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19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

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Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:14 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

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--

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ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **MOTION TO COMPEL DISCOVERY RESPONSES**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, respectfully submits this Motion to Compel Discovery Responses.

CEC's Interrogatories and Requests for Production were served upon Plaintiff's counsel by United States mail on January 25, 2019 *See* **Exhibits A & B**. Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel requesting that Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be provided within one week. *See* **Exhibit C**. Approximately two minutes later, Plaintiff's counsel responded by email that he would respond by Friday, March 8, 2019.

Plaintiff's counsel has not responded, and Plaintiff has produced no responses to the discovery requests.

As of the date of this motion it has been 52 days since CEC served its written discovery requests on Plaintiff, but Plaintiff has failed to provide any responses.

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For these reasons, CEC respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's Interrogatories and Requests for Production to Plaintiff. Pursuant to Rule 37(a)(4), SCRCP, Defendant further requests that this Court order Plaintiff to pay CEC's reasonable expenses in obtaining the order, including but not limited to, the cost of filing this motion and attorney's fees.

Pursuant to Rule 11, SCRCP, the undersigned counsel certifies that, prior to filing this motion, he has communicated in writing with opposing counsel and has attempted in good faith to resolve the matter contained in the motion but was unable to resolve the matter.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
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Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

March 18, 2019

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ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

EXHIBIT A

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

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3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

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4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

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6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

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NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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EXHIBIT B

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "you" and/or "your" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

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10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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EXHIBIT C

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Lynn Dillard

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:14 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

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--

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Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, April 2, 2019 9:55 PM
To: Jay Thompson
Cc: Doc Morgan; Denise West; Delane Rosemond
Subject: Plaintiff's Discovery Answers and Responses
Attachments: Responses to Request for Production from CLARK EQUIPMENT dba Bobcat Company.pdf; Answers to Clark Equipment Discovery.4.2.19.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

◄External Email► - From: delane.rosemond@gmail.com

Jay - Attach you will find our discovery answers. I will have my paralegal put a copy in the mail to you tomorrow.

Delane

--
E. Delane Rosemond
Attorney
The Rosemond Law Firm, P.A.
P. O. Box 1498
339 By-Pass 123
Seneca, South Carolina 29679
(864) 888-2832 office
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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS
IRONWORKS PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	)	C/A N0.: 2018-CP-23-04516 **PLAINTIFF'S ANSWERS TO CLARK EQUIPMENT COMPANY D/B/A, BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the undersigned attorney for the Plaintiff does answer said interrogatories:

1. Provide the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements:

ANSWER

a) Brandon McAlister
Biggerstaff Rd.
Seneca, SC 29678

b) Anne McAlister
237 Biggerstaff Rd.
Seneca, SC 29673

c) Haskell Dill
228 Brock Road
Westminster, SC 29693

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d) **Tyler Smith**
237 Biggerstaff Road
Seneca, SC 29672

e) **Drew Morgan**
811 Bellview Way
Seneca, SC 29678

f) **Julie King**
15049 Beacon Shores Drive
Seneca, SC 29672

g) **Greg Gooding**
597 Frenge Branch Road
Seneca, SC 29672

h) **Adam Donner**
250 East Beaton
West Fargo, ND 58028

i) **Adam Mauch**
250 East Beaton
West Fargo, ND 58028

j) **Rich Goldsbury**
250 East Beaton
West Fargo, ND 58028

k) **Rose at Bobcat Customer Service**
250 East Beaton
West Fargo, ND 58028

l) **Mary at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

m) **Kari at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

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n) **Scott Park**
Doosan Tower 18-12
Euljiro 6-ga
Jung-gu
Seoul, South Korea

o) **Daniel Hollingsworth**
2512 River Rd.
Piedmont, SC

p) **Brad Daniels**
2512 River Rd.
Piedmont, SC

q) **Frank Hollowell**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
Canada

r) **Mario Pelletier**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

s) **Andre Bias**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

No written, or recorded statements have been taken from any witness.

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2. Set forth a list of photographs, plats, sketches, or other prepared documents of any kind in your possession that relate to the allegations of the Complaint, any defense asserted by any of the Defendants, or the facts and circumstances of this case.

ANSWER

a) Note from Ron Ferrell on 8/9/18 regarding mulching

b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property

c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing

d) Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC

e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home

f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg

g) Quote from client on 1/24/18 to Lake Keowee Ford

h) Email 5/14/18 from client to Brad at Bobcat

i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown

j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540

k) Email 3/16/18 picture of Bobcat

l) Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support

m) Email 4/3/18 from client to Brad at Bobcat

n) Multiple emails from client to Daniel Hollingsworth and Bobcat

o) Service Invoice 08/10/18

p) Service Invoice 05/07/18

q) Service Invoice 05/14/18

r) Service Invoice 04/30/18

s) Service Invoice 09/19/18

t) Service Invoice 01/31/18

u) Service Invoice 02/01/18

v) Service Invoice 01/10/18

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w) Service Invoice 01/11/18

x) Machining Trader Order Confirmation 04/24/18

y) Bobcat Web Screen shots for Bobcat, Inc.

z) Spreadsheet pg 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded

aa) Email from client on 4/10/18 to Mario Pelletier

bb) Invoice Gator Made Trailers, Inc. 11/9/18

cc) Statement Blanchard CAT 9/30/18

dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

hh) Service Invoice 05/25/18

ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

3. List the names and addresses of any expert witness whom you or your counsel propose to use as a witness at the trial of this case and set forth a summary of the expert's opinions.

ANSWER

No expert witnesses have been identified at this time. However, Plaintiff and her counsel reserve the right to identify expert witnesses at a later date.

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4. Set forth the names and addresses of al insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER

No liability coverage for this incident.

5. Identify all directors, officers, employers, agents, representatives or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff.

ANSWER

Brandon McAlister - Member

Anne McAlister - Member

6. State the name, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) wo observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects that you contend existed with the Compact Trade Loader

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

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***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

***March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**

***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

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***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

ANSWER

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a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

d) **Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC**

e) **Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home**

f) **Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg**

g) **Quote from client on 1/24/18 to Lake Keowee Ford**

h) **Email 5/14/18 from client to Brad at Bobcat**

i) **Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown**

j) **Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540**

k) **Email 3/16/18 picture of Bobcat**

l) **Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support**

m) **Email 4/3/18 from client to Brad at Bobcat**

n) **Multiple emails from client to Daniel Hollingsworth and Bobcat**

o) **Service Invoice 08/10/18**

p) **Service Invoice 05/07/18**

q) **Service Invoice 05/14/18**

r) **Service Invoice 04/30/18**

s) **Service Invoice 09/19/18**

t) **Service Invoice 01/31/18**

u) **Service Invoice 02/01/18**

v) **Service Invoice 01/10/18**

w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

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aa) Email from client on 4/10/18 to Mario Pelletier

bb) Invoice Gator Made Trailers, Inc. 11/9/18

cc) Statement Blanchard CAT 9/30/18

dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

hh) Service Invoice 05/25/18

ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

Answer:

Brandon McAlister

Haskell Dill

Tyler Smith

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all

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reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

ANSWER

a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

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ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

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***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

***March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**

***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

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***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

ANSWER

a) Based on receipt

- $18,970
- $18,670
- $20,000

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- $30,000
- $17,270
- $51,500
- $16,450

Subtotal **$172,680**

b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment) **$**

Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed **$ 3,600**

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine……. **$10,250**

e) Damage to my name and business……. **$2,000,000**

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL $2,373,160

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

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ANSWER

a) Mr. Dill will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

b) Mr. Smith will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

c) Mr. Morgan will testify as he witnessed the break downs, right track falling off as well as the general loss of use due to the machine being in the shop so much.

d) Mr. Gooding will testify that he witnessed the general loss of use, loss of jobs due to the machine staying in the shop and delayed jobs including his own.

e) Ms. King will testify as to the daily stress of myself not being able to use the machine and that it was costing me money and not completing jobs.

f) Ms. McAlister will testify as to the break downs, right track falling off after the fact; moreover, she has had to provide monies to me because of the machine not working properly and notes payments were due.

g) Mr. Donner should testify as to the many phones I made to him asking him to buy back the machine after telling me "I am sure you will have no more issues with it back in April and/or May 2018. Furthermore, he should indicate that after a while my phone call went unanswered after leaving messages after May 2018.

h) Mr. Mauch should testify that I asked him to buy back the machine; he should indicate that my calls went ignored after leaving messages on several occasions after the May 2018 incident.

i) Mr. Rich Goldsbury and his assistant Kari should testify to me that "I just couldn't call the president of a multibillion-dollar global corporation and they passed me on to Adam Donner. Should testify that I called many times, leaving detailed messages, which were ignored and speaking to various assistants only to be sent back to other people in the company that didn't have the authority to may buy back decisions.

j) Ms. Rose should testify that she is a customer service representative and she took my calls when I called to complain about the machine.

k) Ms. Mary and Keri should testify of my discussing my experience with this machine and I can call them to testify that they had in-depth knowledge of my issue with this machine.

l) Mr. Park should testify that the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and touting or helping others.

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m) Mr. Hollingsworth should testify about discussions regarding the Bobcat machinery and my client. hat the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and outing or helping others.

n) Mr. Daniels should testify about discussions regarding the Bobcat machinery and my client.

o) Mr. Hollowell should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

p) Mr. Pelletier should testify regarding the machine when he came out to the residence to fix the Bobcat.

q) Mr. Bias should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modifications, or service; the person or entity who performed each repair, modifications, or service; and the reason for each repair, modification, or service.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

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*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

Answer:

No

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010 and provide a brief summary of the subject matter of each lawsuit.

Answer:

Wells Fargo vs. Iron Work Productions, LLC and Brandon McAlister

Lawsuit over the payment of the Compact Track Loader.

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17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

Answer:

Business License

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

ANSWER

g) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal	**$172,680**
h) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	**$**
Costs of Caterpillar machine ($146,750.00)	
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- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL **$2,373,160**

19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

Answer:

Plaintiff has not learned of any industry standards are such at this point.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

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***Service records**

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Fact 3: Mental and physical distress due to not being able to work.

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***Continuing to text messages**

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Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Request for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

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ANSWER:

***This Bobcat was a lemon. There was the warranty that came with the machine. It was extended because I did not have it that long. Daniel Hollingsworth did as he was told by Bobcat corporate and upper management at the Bobcat dealer in fixing the machine to the best of his ability. Due to the consistent nature of repairs, a buy back should have been offered but that would have to come from upper management at Bobcat of Greenville. Brad even agreed during a conversation that it should have been bought back at one point and that would be the right thing to do.**

***What vexes me is the T870 is Bobcat's flagship machine having the highest horsepower in their compact truck loader line, the most sought-after machine in the industry according to the Bobcat sales team. I was told there was a waiting list to even get one. Yet, there are no T870 models in the rental fleet. None available for demonstration and this, if such a wonderous machine could have been easily bought back, used in rental or demonstration to sell more and the money from the buy back could have been easily recouped by the dealership in no time if it was as great as touted.**

Respectfully submitted,

THE ROSEMOND LAW FIRM, P.A.

BY: _____

E. Delane Rosemond
Attorney for the Plaintiff
P.O. Box 1498
Seneca, SC 29679
(864) 888-2832
(864) 886-9072 Fax

April 1, 2019

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Seneca, South Carolina

8. Identify any and all documents which purport to extend any warranties for the subject piece of machinery.

ANSWER:

***Please see Bobcat web page documents: while no warranties are expressed it is implied that by purchasing a Bobcat T870 you are getting a machine that is:**

*** engineered for reliability which reduces downtime;**

*** "one tough animal" for the most demanding job sites;**

*** with unprecedented levels of durability, reduced maintenance requirements, and faster track cleanout, you'll wonder how you ever got along without it.**

*** Every skid-steer and compact track loader is engineered with multiple protection technologies. Working together, they protect your machine and decrease the risk of failure. For you, that means better reliability and the confidence to do your work.**

9. State in detail the facts which support the allegations that the Plaintiff lost customers, business, and revenue and identify the names and addresses of any witnesses who will testify to these facts and any documents which support these facts.

ANSWER:

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*** You cannot run a business with a machine that stays in the shop.**

*** it's extremely difficult to maintain a good name when you promise customers that you will be there and not be able to show up due to the equipment being down.**

***equipment tearing up several times on a job that the customer wants completed causing them delays in their project.**

***getting a call that they found someone who could do it sooner and they don't need you anymore.**

***finding out later that they paid another person more because you couldn't do the job as promised.**

***when you hear that you cannot be trusted to complete a job on time or hear that someone said not to hire you because you cannot get a to a job and say your machine is in the shop.**

*** a customer is 4 times more likely to defect to a competitor if the problem is service related than price or product. —Bain & Company**

***Price is not the main reason for customer churn; it is due to the overall poor quality of customer service – Accenture global customer satisfaction report 2008.**

*** A dissatisfied customer will tell between 9-15 people about their experience. Around13% of dissatisfied customers tell more than 20 people. – White House Office of Consumer Affairs.**

***70% of buying experiences are based on how the customer feels they are being treated. - McKinsey**

***it costs 6-7 times more to acquire a new customer than to retain an existing one- Bain & Company**

10. Set forth how many payments were made towards the purchase of this machine. Identify the amounts paid and the dates paid to any company who financed the machinery.

ANSWER:

Bobcat:

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

	$465.84
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
TOTAL	**$2,559.92**

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	) IN THE COURT OF COMMON PLEAS))	
IRONWORKS PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	) C/A N0.: 2018-CP-23-04516))))))))))))	**PLAINTIFF'S RESPONSES TO CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY REQUEST FOR PRODUCTIONS**

TO: JAY T. THOMPSON, ATTORNEY FOR CLARK EQUIPMENT COMPANY d/b/a BOBCAT COMPANYOF GREENVILLE

The Plaintiff, Ironworks Production, by and through his undersigned attorneys, hereby produce, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following documents:

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader (CTL) was used.

   RESPONSE: None

2. All correspondence, reports, letters, or memoranda by any person or entity related to the CTL.

   RESPONSE:

   a) Note from Ron Ferrell on 8/9/18 regarding mulching

   b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property

   c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing

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d) **Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC**

e) **Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home**

f) **Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg**

g) **Quote from client on 1/24/18 to Lake Keowee Ford**

h) **Email 5/14/18 from client to Brad at Bobcat**

i) **Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown**

j) **Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540**

k) **Email 3/16/18 picture of Bobcat**

l) **Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support**

m) **Email 4/3/18 from client to Brad at Bobcat**

n) **Multiple emails from client to Daniel Hollingsworth and Bobcat**

o) **Service Invoice 08/10/18**

p) **Service Invoice 05/07/18**

q) **Service Invoice 05/14/18**

r) **Service Invoice 04/30/18**

s) **Service Invoice 09/19/18**

t) **Service Invoice 01/31/18**

u) **Service Invoice 02/01/18**

v) **Service Invoice 01/10/18**

w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

aa) **Email from client on 4/10/18 to Mario Pelletier**

bb) **Invoice Gator Made Trailers, Inc. 11/9/18**

cc) **Statement Blanchard CAT 9/30/18**

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dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

hh) Service Invoice 05/25/18

ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

3. All color photographs, diagrams, or other documents whether in hard copy or electronic format relating to the CTL or any of the matters in this suit.

   RESPONSE: See any photos from #2

4. All documents by any investigators, governmental entities or any other persons or entities relating to the CTL or any of the matters in this suit.

   RESPONSE: None

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

   RESPONSE: None

6. All correspondence by and between you and any person or entity that relate to the CTL or any of the mattes in this suit, including all internal memos or communications of said entities and or persons.

   RESPONSE: See response #2

7. Records of all payments, requisitions or invoices related to the CTL, any and all work performed or requested with the CTL, or any of the matters in this suit, with an itemized breakdown of amounts.

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RESPONSE: See answer to #2

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the CTL, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

RESPONSE: See answer to #2

9. All documents obtained through the use of subpoenas or freedom of information act requests in this case.

RESPONSE: None

10. All statements of possible witnesses, whether written, oral or summarized or otherwise produced in any manner, relating to the subject matter of this case.

RESPONSE: None

11. All documents supporting Plaintiff's claims for damages.

RESPONSE:

a) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal	**$172,680**
b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	**$**

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Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed $ 3,600

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine……. $10,250

e) Damage to my name and business……. $2,000,000

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal $162,980

TOTAL $2,373,160

g) **Bobcat:**

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

$465.84

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$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

TOTAL $2,559.92

12. A current resume and curriculum vitae for each expert you have retained.

RESPONSE: None

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

RESPONSE: None

14. All reports relating to this case prepared by an expert.

RESPONSE: None

15. Any and all photographs taken or any portion or aspect of the CTL or any work performed using the CTL.

RESPONSE: See answer #2

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

RESPONSE: None

17. {sic}Any and all documents relating to any money paid by Plaintiff related in any way to the CTL or any of he matters in this suit.

RESPONSE: See answer #13

18. {sic}Any and all documents relating to any monies received by Plaintiff related in anyway to the CTL of any of the matters in this suit.

RESPONSE: See answer #13

19. {sic}All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

RESPONSE: See answers to #13 and 2

20. {sic}All document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

RESPONSE: See answers #13 and 2

21. {sic}Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

22. {sic}Any and all documents related to the sale of the CTL and the attachment to Plaintiff including, but not limited to receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

RESPONSE: See answers #13 and 2

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23. {sic}Any and all documents that evidence, relate to, or refer to any repairs performed on the CTL and/or attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

RESPONSE: See answers #13 and 2

24. {sic}Any and all documents including but not limited to work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the CTL since it was purchased by you.

RESPONSE: See answers #13 and 2

25. {sic} Any and all documents that evidence, relate to, or refer to any breakdown of he CTL and or attachments, and the alleged downtime related thereto.

RESPONSE: See answers #13 and 2

26. {six} Any and all photographs, videotapes, electronic videos, or other visual representations of the CTL and/or the attachments in use by you or your company.

RESPONSE: See answers #13 and 2

27. {sic}Any and all photographs, videotapes, electronic videos, or other visual representations of the alleged defects, breakdowns, or repairs of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

28. {sic} Any and all documents that evidence, relate to, or refer to any inspections or investigation of alleged defects associated with the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

By:_____

E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 29679
(864) 888-2832

Seneca, South Carolina
April 2, 2019

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Scott MacLatchie

From: NJCoord <NJCoord2@greenvillecounty.org>
Sent: Wednesday, April 3, 2019 9:07 AM
To: Jay Thompson
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: RE: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Mr. Thompson,

Thank you for your email. No problem on the notice. Steve retired last year as the NJ Coordinator and Ginger, the new NJ Coordinator, is out the office today so I am checking emails. Thank you for reporting the resolution of this motion. I have removed it from this morning's motion roster and will notify Judge Miller.

Best wishes,

Shawn Knox

From: Jay Thompson [Jay.Thompson@nelsonmullins.com]
Sent: Tuesday, April 02, 2019 10:40 PM
To: NJCoord
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2018CP2304516 - Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Steve,
We have a motion hearing scheduled in this case tomorrow morning at 10:30, but the motion has been resolved tonight and the hearing will no longer be necessary. Can you please remove it from the hearing roster? I apologize for the late notice.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson

NELSON MULLINS

JAY T. THOMPSON PARTNER
jay.thompson@nelsonmullins.com
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NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

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Jay T. Thompson
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Jay.Thompson@nelsonmullins.com

May 16, 2019

Via Electronic Mail

E. Delane Rosemond, Esquire
The Rosemond Law Firm, P.A.
P.O Box 1498
Seneca, SC 29679

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Delane:

We received Plaintiff's responses to Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories and Requests for Production. Upon further review, we believe some of the responses need to be clarified or supplemented. If you can please respond within ten (10) days to clarify and/or supplement these items as noted below, we would appreciate it.

Interrogatories

- You did not respond to Interrogatory No. 6. Please provide an Answer stating the names, addresses, and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

- In your Answer to Interrogatory No. 8, you copy and pasted your Answer to Interrogatory No. 2. Please supplement your Answer to Interrogatory No. 8 with the following information for each job or project on which the Compact Track Loader was used:
  - The specific location;
  - Date(s);
  - Duration:

- Description of the overall job or project;
- Description of the work done using the Compact Track Loader;
- The customer or client;
- The contractor who hired you;
- Each and every individual who operated the Compact Track Loader;
- The amount you invoiced; and
- The amount you were paid.

- In your response to Interrogatory No. 9, you identified that Brandon McAlister, Haskell Dill, and Tyler Smith operated the Compact Track Loader. You did not address each individual's training in use of compact track loaders or other machinery. You also did not address each individual's experience using compact track loaders or other machinery. Please supplement this Answer accordingly.

- In your Answer to Interrogatory No. 10, you copy and pasted your Answer to Interrogatory Nos. 2 and 8. Please supplement your Answer to Interrogatory No. 10 with the following information for each job or project that you claim you did not accept or complete for any reason related to the Compact Track Loader:
  - The specific location;
  - Date you were contacted;
  - The customer, client, and/or contractor who contacted you;
  - Description of the overall job or project;
  - Description of the work requested using the Compact Track Loader;
  - The anticipated duration of the work requested using the Compact Track Loader;
  - All reason(s) you did not accept or complete the work; and
  - The dollar amount you would have been paid for the work requested using the Compact Track Loader.

- In your Answer to Interrogatory No. 11, you copy and pasted your Answer to Interrogatory No. 7. Please supplement your Answer to Interrogatory No. 11 to identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

- In your response to Interrogatory No. 13, you did not provide the telephone numbers and addresses for each person identified your Answer who allegedly expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader. Please supplement this information accordingly.

- Your Answer to Interrogatory No. 21 is unresponsive to what was asked. Please supplement your Answer to identify each person who contributed in any way to responding to these Interrogatories and Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of

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responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

- Please provide a signed and notarized Interrogatory verification page as required by Rule 33(a), SCRCP.

Requests for Production

- In your Response to Request for Production No. 11, you allege, among other things, that you are owed $3,600 for the purchase of a trailer for a repossessed Caterpillar; $2,000,000 for damage to your name and business; $162,980 in lost revenue due to Bobcat CTL breakdown; $10,316.96 for the Bobcat CTL; and $2,559.92 for an item listed as "trailer." Our review of your document production has not revealed documents supporting these claims for damages. Please supplement your Response to Request for Production No. 11 to provide documentation in support of these damages claims.

- Your Response to Request for Production No. 17 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies paid by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 17 and supplement as necessary.

- Your Response to Request for Production No. 18 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies received by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 18 and supplement as necessary.

- Your Response to Request for Production No. 19 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

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supplement your Response to Request for Production No. 19 by listing and producing all documents identified, mentioned, referred to, or relied upon in Plaintiff's interrogatory responses.

- Your Response to Request for Production No. 20 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 20 by listing and producing all documents or tangible materials that you intend to use as an exhibit at the trial of this matter.

- Your Response to Request for Production No. 21 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 21 by listing and producing all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 22 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 22 by listing and producing all documents related to the sale of the Compact Track Loader and its Attachments, including, but not limited to, receipts, warranties, operating manuals, service manuals, parts manuals, and warnings.

- Your Response to Request for Production No. 23 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 23 by listing and producing all documents that evidence, refer to, or relate to any repairs performed

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on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with Clark Equipment Company with respect to any warranty claims.

- Your Response to Request for Production No. 24 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 24 by listing and producing all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

- Your Response to Request for Production No. 25 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 25 by listing and producing all documents that evidence, refer to, or relate to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

- Your Response to Request for Production No. 26 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 26 by listing and producing all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

- Your Response to Request for Production No. 27 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

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supplement your Response to Request for Production No. 27 by listing and producing all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 28 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 28 by listing and producing all documents that evidence, refer to, or relate to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

Document Production

- Please reproduce pages 25-40 of your document production in color. These pages consist of call details from Anne McAlister with a color-coding scheme that is indiscernible in black and white.

- Please reproduce pages 101-152 of your document production in color. These pages consist of text messages and pictures that are difficult to view with sufficient detail in black and white.

- Please reproduce pages 76 and 77 of your document production. These pages were produced with lines of text missing/cut off.

Please contact us if you have any questions about the foregoing requests for clarification and additional information. We are happy to hold a telephone conference to explain our positions in greater detail. Please supplement your responses within ten days of the date of this letter, or we will move the Court to compel, seeking all available remedies.

Very truly yours,

Jay T. Thompson

JTT:lwd
cc: Doc Morgan, Jr., Esquire

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NELSON MULLINS

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ATTORNEYS AND COUNSELORS AT LAW

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jay.thompson@nelsonmullins.com

May 16, 2019

E. Delane Rosemond, Esquire
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

We enclose herewith and serve upon you by mail the following documents in the above-referenced matter:

1. Clark Equipment Company d/b/a Bobcat Company's Second Set of Interrogatories to Plaintiff; and
2. Clark Equipment Company d/b/a Bobcat Company's Second Set of Requests for Production to Plaintiff.

Very truly yours,

Jay T. Thompson

JTT:lwd
Enclosures
cc: Doc Morgan, Jr., Esquire

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S SECOND SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its Second Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

22. Identify all documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.

23. Are you still in possession of the subject Compact Track Loader? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.

24. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please provide the dates, if any, that you worked on that job; the names, addresses, and phone numbers of the client(s) that you serviced; the exact location of the work you performed; a description of the work you performed; whether and to what extent you used the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and your profits realized from that job.

25. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please identify the name and address of the "shop;" the exact dates of service; the names of the service technician(s) who inspected or repaired the subject Track Loader; any issues that were identified while the Compact Track Loader was in the "shop;" whether the issues were ultimately repaired or corrected; whether the repairs were covered under warranty; and the amount of out-of-pocket expenses you paid for any issues not covered under warranty.

26. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please state whether you claim any lost business or profits during that period of time. If so, for each such instance, please identify the names,

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addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

27. Identify any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

28. Identify all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.

29. Are you still in possession of the Caterpillar? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.

30. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

May 16, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's Second Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

May 16, 2019

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S SECOND SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its Second Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

29. All documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.

30. All documents, including, but not limited to, correspondence and records of sale for any time that the subject Compact Track Loader has been traded, sold, auctioned, or repossessed.

31. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please produce all documents evidencing your expenses actually incurred in connection with your performance of that job as well as your profits realized from that job.

32. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce any documents evidencing the amount of out-of-pocket expenses you paid for any issues not covered under warranty.

33. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce all documents evidencing any claim for lost business or profits during that period of time. For each such claim of lost business or profits, produce documents sufficient to identify the names, addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

34. Produce any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to

Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

35. Produce all documents regarding and any all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.

36. All documents, including, but not limited to, correspondence and records of sale for any time that the Caterpillar has been traded, sold, auctioned, or repossessed.

37. All documents identified, mentioned, or referred to in Plaintiff's Answers to CEC's Second Set of Interrogatories or relief upon by Plaintiff or the attorney(s) for Plaintiff in responding to those Interrogatories.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:_____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

May 16, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's Second Set of Requests for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

May 16, 2019

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Scott MacLatchie

From: Scott MacLatchie
Sent: Tuesday, July 16, 2019 12:54 PM
To: 'Delane Rosemond'
Cc: denise@rosemondlawfirm.com
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Great. Thank you!

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, July 16, 2019 11:26 AM
To: Scott MacLatchie <scott.maclatchie@nelsonmullins.com>
Cc: denise@rosemondlawfirm.com; Sharon Wotherspoon <sharon.wotherspoon@nelsonmullins.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

No problem. It's going in the mail today

Delane

On Mon, Jul 15, 2019 at 5:13 PM Scott MacLatchie <scott.maclatchie@nelsonmullins.com> wrote:

> Delane,
>
> I hope you are doing well. I wanted to ask you how you are progressing in responding to my client's discovery deficiency letter. It has been two months since we since it out and we have not heard back from you. We have waited about as long as we can on this one. Please address each item in our letter and produce any documents that we have identified no later than one week from today on July 22, 2019, or else we will file a Motion to Compel.
>
> Thank you,
>
> Scott
>
> **From:** Delane Rosemond <delane.rosemond@gmail.com>
> **Sent:** Thursday, May 16, 2019 8:00 PM
> **To:** Lynn Dillard <lynn.dillard@nelsonmullins.com>
> **Cc:** Jay Thompson <Jay.Thompson@nelsonmullins.com>; Scott MacLatchie <scott.maclatchie@nelsonmullins.com>; denise@rosemondlawfirm.com; dmorgan@mgclaw.com
> **Subject:** Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Jay - Thanks for the letter. I will work on this next week. Also if you want to look at dates for depositions let start talking now because I'm gone a lot in June, July and first part of August

Delane

Denise - Please get in touch with Brandon and have him make an appointment to see me.

Delane

On Thu, May 16, 2019 at 1:39 PM Lynn Dillard <lynn.dillard@nelsonmullins.com> wrote:

> Please see the attached correspondence in the above-referenced matter.
>
> Thank you.



LYNN DILLARD SENIOR ADMINISTRATIVE ASSISTANT

lynn.dillard@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9516 F 803.256.7500
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--

E. Delane Rosemond

Attorney

The Rosemond Law Firm, P.A.

P. O. Box 1498

339 By-Pass 123

Seneca, South Carolina 29679

(864) 888-2832 office

(864) 886-9072 facsimile

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www.rosemondlawfirm.com

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--

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Scott MacLatchie

From: Jay Thompson
Sent: Monday, August 5, 2019 11:30 AM
To: delane@rosemondlawfirm.com
Cc: denise@rosemondlawfirm.com
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc

Delane,
Our second interrogatories and requests for production were served upon you by mail on May 16, 2019. By our calculations, the responses were due by June 21. We are more than a month and a half beyond that deadline, but we have not received any responses. Please send the responses within 5 days or contact us to make some other arrangement so we can avoid filing a motion to compel.
Thank you,
Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
T 803.255.9300 F 803.255.5187
NELSONMULLINS.COM VCARD VIEW BIO

ELECTRONICALLY FILED - 2019 Nov 04 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	C. A. No. 2018-CP-23-04516
	)	
Ironwork Productions, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**MOTION TO RECONSIDER, AMEND, OR ALTER JUDGMENT**
	)	
Bobcat of Greenville, LLC and BobCat Company, Inc.,	)	
	)	
Defendants.	)	
	)	

YOU WILL PLEASE TAKE NOTICE THAT the plaintiff, Ironwork Productions, LLC ("plaintiff"), by and through its undersigned attorneys, will move at a date and time to be set by the court for an order relieving the plaintiff from, or reconsidering, altering, amending, or vacating, its order entered on October 25, 2019 pursuant to Rules 59 and 60 of the *South Carolina Rules of Civil Procedure*. This motion is based on the following grounds

1. Ironwork Productions, LLC is a company organized under the laws of the State of South Carolina and filed the instant lawsuit for breach of express and implied warranties against Defendants Bobcat of Greenville, LLC and Bobcat Company, Inc. ("Defendants") in 2018.

2. On October 25, 2019, the Court entered an Order Dismissing Plaintiff's Complaint with Prejudice due to its failure to respond to certain discovery requests from defendant Bobcat Company, Inc.

3. As shown by the affidavit of Brandon McAlister, president of the plaintiff, the plaintiff's failure to timely respond to discovery was not due to any fault of the plaintiff. Upon learning that his previous counsel failed to respond to discovery requests and of the court's order, the plaintiff has quickly moved to seek relief from the court's order and, if permitted to proceed

with its case, will promptly and diligently comply with the court's order compelling discovery responses. A copy of Mr. McAlister's affidavit is attached as **Exhibit A**.

This motion is based on the pleadings and other filings in this matter, on the common and statutory law of the State of South Carolina, and upon any forthcoming memorandum in support of this motion.

s/Adam C. Bach
Adam C. Bach, S.C. Bar # 74885
J. Patrick Bradley, S.C. Bar # 103608
ELLER TONNSEN BACH, LLC
1306 S. Church Street
Greenville, SC 29605
P: (864) 236-5013
F: (864) 312-4191
abach@etblawfirm.com
pbradley@ebtlawfirm.com

Attorneys for Plaintiff Ironwork Productions, LLC

November 1, 2019

Greenville, South Carolina

ELECTRONICALLY FILED - 2019 Nov 04 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Exhibit A

ELECTRONICALLY FILED - 2019 Nov 04 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	C. A. No. 2018-CP-23-04516
	)	
Ironwork Productions, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF BRANDON MCALISTER**
	)	
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	
	)	
Defendants.	)	
	)	

PERSONALLY APPEARED BEFORE ME, BRANDON MCALISTER, who being duly sworn, swears and states as follows:

1. I am over the age of 18 and have personal knowledge of the facts stated in this affidavit.

2. My date of birth is June 28, 1971, and I reside at 920 Singleton Road, Seneca, S.C. 29672.

3. I am the President of Ironwork Productions, LLC, a party to this lawsuit.

4. In 2018, I retained attorney E. Delane Rosemond, Esquire to file this lawsuit, paying him a $5,000.00 retainer fee.

5. After paying Mr. Rosemond the retainer fee, I attempted on several occasions to communicate with him, and seek communication from him regarding the status of the litigation.

6. Eventually, Mr. Rosemond forwarded me, via email, Defendants' discovery requests and asked me to supply responsive information.

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7. I delivered Mr. Rosemond my answers to each interrogatory as well as provided Mr. Rosemond various documents responsive for each request for production from Defendants.

8. Mr. Rosemond never informed me that he did not respond to the Defendants' discovery requests, that Defendants sent a deficiency letter, that Defendants filed a Motion to Compel the discovery responses, that the court held a hearing on the matter on October 1, 2019, nor that the court issued an order requiring a response within ten (10) days of the hearing.

9. While all of this was going on without my knowledge, I became frustrated with the lack of communication from Mr. Rosemond about my case in general, so I contacted the Eller Tonnsen Bach law firm, located at 1306 South Church Street, Greenville, SC 29605, on Thursday October 31, 2019 by telephone to seek representation in the above-captioned matter.

10. Upon contacting Eller Tonnsen Bach to seek representation, I was notified by office staff that the public index showed that the court had issued an order dismissing the complaint with prejudice on October 25, 2019.

11. I was unaware of the order and all of the underlying events referenced in the order.

12. Upon learning about the court's October 25, 2019 order, I immediately retained the Eller Tonnsen Bach law firm in this matter. I drove from Seneca, South Carolina to downtown Greenville, South Carolina the same day to meet with attorneys at the firm, paid a retainer fee, signed an engagement letter, and agreed that a motion for reconsideration be filed on my behalf regarding the court's dismissal of the complaint with prejudice.

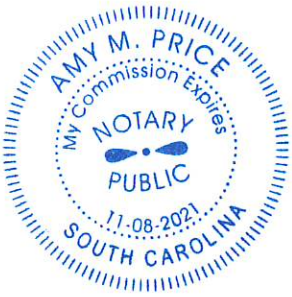
13. I acknowledge that I am making this affidavit under oath and under penalty of perjury.

FURTHER THE AFFIANT SAYETH NOT.

Brandon McAlister

SWORN to before me this
31st day of October, 2019

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 11-8-2021



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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT CASE NO.: 2018-CP-23-4516
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc. Defendants.	)	**PLAINTIFF'S MOTION FOR RECONSIDERATION**

TO: The Honorable Edward W. Miller and Defendants, Bobcat of Greenville, LLC and Bobcat Company, Inc., through their attorneys, Jay Thompson and Doc Morgan, respectively:

PLEASE TAKE NOTICE that Plaintiff Ironwork Productions, by and through its undersigned attorney, pursuant to Rule 59(e) and Rule 60 of the South Carolina Rules of Civil Procedure, will move before the Honorable Edward W. Miller, as soon as counsel may be heard, for an Order reconsidering and/or vacating the Court's Order Dismissing Plaintiff's Complaint with Prejudice entered October 25, 2019. The Plaintiff received the Order on October 31, 2019.

BACKGROUND

On October 1, 2019, a Motion for Sanctions and to Compel Discovery was held before Judge Edward W. Miller in the above reference matter. The court issued an order on October 1, 2019, stating "that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding request set forth in Defendant Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests within ten (10) days.

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The Order did not say anything regarding dismissal *with prejudice.*

Plaintiff was unable to appear because he had a South Carolina Department merits hearing scheduled at 10:30 am in Oconee County.[1] Rule 601 of the South Carolina Appellate Court Rules of states "in the event an attorney of record is called to appear simultaneously in actions pending in two or more tribunals of this State, the following list shall establish the priority of his obligations to those tribunals: … (4) The Family Court - merits hearing involving child abuse . . . (8) The Circuit Court – Common Pleas, NonJury Term.

On October 18, 2019 CEC's counsel filed a Notice of Noncompliance indicating the Plaintiff had failed to "produce a single document in response to" CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order. The Court issued this Order dismissing said case *with prejudice* as to all defendants[2] on October 25, 2019. This Motion for reconsideration followed:

ARGUMENT

I. THE PLAINTIFF COMPLIED WITH COURT'S ORDER TO COMPEL

On October 1, 2019, Plaintiff sent Answers to CEC's First Set of Interrogatories and Request for Production in the United States Mail, accompanied by a Certificate of

[1] Initially, Plaintiff was under the impression that both hearing was in Oconee County and he could appear at both hearings. The Plaintiff resides in Oconee County, as does many of the witnesses and counsel. The day before Plaintiff received a call from opposing Counsel, Jay Thompson, and Plaintiff told counsel that he would see him in the morning at the hearing. However, the morning of the hearing Plaintiff realized that the belief was in error and he had to appear in Oconee, not Greenville. This is the reason Plaintiff counsel did not notify the court of the conflict in cases.

[2] Only CEC sought the motion to compel, not the other Defendant and the case should still be open as to that Defendant.

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Service. In fact, Plaintiff copied the codefendant on its responses simultaneously. Plaintiff believed he had complied with the said Order. Plaintiff heard nothing from either defendant that it considered the responses deficient until October 18, 2019.

The Court was privy to the exchange of email between the parties on that day whereby Plaintiff objected to the Court issuing its Order. The parties even exchanged emails that day, attached with what each sent and/or received. The Plaintiff sent to the CEC an email, with an attachment that contained answers thereto of 55 pages. CEC has everything that the Plaintiff has in its possession.

II. DISMISING THIS CASE WITH PREJUDICE IS TOO HARSH OF A PUNSIHMENT

A dismissal with prejudice acts as an adjudication on the merits and therefore precludes subsequent litigation just as if the action had been tried to final adjudication. *Jones v. City of Folly Beach*, 326 S.C. 360, 366, 483, S.E.2d 770, 773 (Ct. App. 1997). In a subsequent action involving the same subject matter, the dismissal finally settles all matters litigated in the earlier proceedings, and all matters which might have been litigated therein. *Nunnery v. Brantley Constr. Co.*, 289 S.C. 205, 209, 345 S.E.2d 740, 743, (Ct. App. 1986). *See Laughon v. O'Bratis*, 360 S.C. 520, 527, 602 S.E.2d 108, 111 (Ct. App. 2004.) *See McComas v. Ross*, 368, S.C. 59, 62, 626 S.E.2d 902, 904 (Ct. App. 2006) ("The Plaintiff has the burden of prosecuting her action, and the circuit court may properly dismiss an action for plaintiff's unreasonable neglect in proceeding with her cause").

The statute of limitations began running no earlier than the date of purchase, which was November 30, 2017. The Plaintiff would have until November 30, 2020 to file an action against the Defendants. The Court foreclosed on the Plaintiff opportunity to hire

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other counsel to prosecute this action. In this situation, it is unfair to the Plaintiff to terminate this case when they have time left on the statute, has provided the documents to their counsel in response to discovery, and in its opinion has done nothing wrong in this matter. The Court should have not dismissed this case with prejudice because of the harshness of that ruling, especially given the fact there is in excess of a year left of the statute of limitation and the unfairness to the Plaintiff.

Although Rule 37 (b)(2)(C) of the South Carolina Rules of Civil Procedure says ("If a party . . . fails to obey an order to provide or permit discovery, . . . the court in which the action is pending may make such orders in regard to the failure as are just," including "an order . . . dismissing he action or proceeding or any part thereof."): *Karppi v. Greenville Terrazo Co.*, 327, S.C. 538, 543, 489 S.E.2d 679, 682 (Ct. App. 1997).

The Plaintiff is not disputing the Courts power to dismiss such an action, but to do so in a manner which precludes any further action by the plaintiff, is seemingly unjust and is not equitable. It places a prophylactic shield around the defendants in a time when they can still be sued. Finally, there are other avenues available which would allow for said case to continue or be refiled.

III. A PARTY MAY BE RELIEVED DUE TO MISTAKE, INADVERTENCE, SURPRISE OR EXECUSABLE NEGLECT

Under Rule 60(b)(1), SCRCP, a party may be relieved from a final order for "mistake, inadvertence, surprise, or excusable neglect. In determining whether to grant a motion under Rule 60(b), the trial judge should consider: (1) the promptness with which relief sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party. *New Hampshire Ins. Co. v. Bev Corp.*,

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312 S. C. 47, 50, 435 S.E.2d 377, 379 (Ct. App. 1993) (quoting Harry M. Lightsey & James F. Flanagan, South Carolina Civil Procedure 82 (1985)). . Plaintiff should be relieved because of mistake, inadvertence or excusable neglect.

Applying the factors to the facts at hand demonstrates that the Order of dismissal should be set aside and the Plaintiff should be allowed to proceed on the merits or vacate the with prejudice and let the Plaintiff move forward with new counsel and a new action because the statute of limitation has not run. As an initial matter, it's important to note the Plaintiff sent out the discovery answers on October 1, 2019, which was the same day the motion and hearing took place, as well as the Order issued. Plaintiff did not waste anytime trying to comply with the Order, which is indicative of being cooperative and responsive

To be forthright, Plaintiff staff apparently sent out old answers to interrogatories because Counsel can see where someone struck through the date on the prepared Interrogatories. The staff must have got confused as to which Answers to send out. On that day, counsel was in a merit hearing in Oconee when the staff gathered the material and sent it out. Further, these old answers, which were sent out was inadvertent. They were not supposed to be sent out and in the staff haste to comply, inadvertently sent out the wrong answers. Finally, Plaintiff asks the Court to consider this as excusable neglect for the very same reasons as mentioned above. However, Counsel ask the Court to not punish the Plaintiff for this ill-advised action.

Promptness with Relief Sought: Once the Plaintiff became aware of the Order by the Court on October 1, 2019, Plaintiff sent the information to CES. He didn't waste any time. He instructed his staff to send that information immediately. As with this motion for reconsideration, once he became aware, through the Plaintiff who was visibly upset, he began immediately drafting this motion for reconsideration. Plaintiff did not willfully

ignore the Court's Order from October 1, 2019 nor did he willfully ignore the Order of Dismissal.

Reasons for the failure to act promptly: Plaintiff acted promptly upon notice October 1, 2019 Order to Compel. CES indicated Plaintiff did not provide one single document in response to their discovery, which is simply untrue. Plaintiff produced documents that CES did not have in their possession. In fact, when Plaintiff brought in additional documents this summer, Counsel, as well as his intern copied, separated and prepared to send out new documentation to CES. Those documents were sent to CES. This is a document intensive case for the Plaintiff and the Plaintiff is asking the court to vacate the Order or withdraw the "with prejudice" from the Order and allow the Plaintiff a chance to respond within ten days. The Defendant will not be hurt or prejudice by this action.

Prejudice to Either Party: Plaintiff filed this million-dollar complaint. In his answers to interrogatories, he averred that he believed his damages to be in excess of One Million Dollars. Neither defendant would be in any worse shape than they are today by granting the motion for reconsideration.

Here, the prejudice is the Plaintiff is still within his window to prosecute his case because the statute of limitations does not run until at the earliest November 30, 2020. The court has closed his avenues to proceed by dismissing the case with prejudice.

Dismissal of a case "without prejudice" means a plaintiff may reassert his compliant by curing defects that led to the dismissal. In contrast, dismissal of a complaint "with prejudice" is intended to bar relitigation of the same claim. *Collins v. Sigmon*, 299 S.C. 464, 467, 385, S.E.2d 835, 837 (1989). The Court should allow the Plaintiff to seek new counsel, file a new lawsuit, or allow him to continue in this lawsuit.

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CONCLUSION

Based on the foregoing reasons, Plaintiff respectfully request that the Court grant its Motion for Reconsideration and set aside its Order filed October 25, 2019 and declare said Order, to be null and void or withdraw the "with prejudice" from said Order.

Respectfully Submitted,

THE ROSEMOND LAW FIRM, P.A.

By: __s/E. Delane Rosemond_____

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P.O. Box 1498
11018 N. Radio Station Rd
Seneca, SC 29679
864-888-2832

Attorney for the Plaintiff

Seneca, South Carolina

October 31, 2019

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MULTIPLE MOTIONS FOR RECONSIDERATION**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), respectfully submits this response in opposition to Plaintiff's multiple motions for reconsideration.

This court dismissed this case with prejudice over two years ago, on October 25, 2019, after a long series of failures by Plaintiff to comply with discovery obligations, culminating when Plaintiff failed to appear for the duly-noticed hearing on CEC's motion for sanctions and to compel discovery responses and failed to comply with the court's October 1, 2019 Order compelling the production of discovery responses within ten days.

In a bizarre turn of events, two separate and conflicting motions for reconsideration were thereafter filed, both purportedly on Plaintiff's behalf, by two different lawyers who each claimed to represent Plaintiff but took diametrically opposed positions. The first "Motion to Reconsider, Amend, or Alter Judgment" (hereinafter "MTR #1) was filed on November 4, 2019 by a new lawyer who had not previously appeared in this case. MTR #1 did not deny the failures to comply with discovery obligations but blamed those failures solely on the lawyer it described as Plaintiff's "previous counsel" who represented Plaintiff from the outset of the case and is still identified as

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counsel of record to this day. Later, after the ten-day period required by Rule 59(e) expired, the lawyer described as Plaintiff's "previous counsel" filed the second "Motion for Reconsideration" (hereinafter MTR #2), taking the position that he still represented Plaintiff and that there was no failure to comply with discovery obligations, despite the clear findings of the court. It does not appear that either motion was sent to the judge who issued the order for which reconsideration is requested, as required by Rule 59(g).

Plaintiff's "previous counsel" has never withdrawn as counsel, and no substitution of counsel has been filed with the court. Both MTR #1 and MTR #2 were filed by lawyers purporting to represent Plaintiff, both of whom are presently identified as counsel of record for Plaintiff. Therefore, CEC will address both MTR #1 and MTR #2 at the same time in this Response.

The court should deny both MTR #1 and MTR #2 for the following reasons, as set forth more fully below:

1. Plaintiff's motions to alter or amend judgment failed to comply with the South Carolina Rules of Civil Procedure;

2. Plaintiff's motions pursuant to Rule 60 fail because "mere neglect" is insufficient to warrant Plaintiff's requested relief; and

3. In any event, the order dismissing Plaintiff's complaint with prejudice was appropriate given Plaintiff's prior noncompliance.

I. PROCEDURAL HISTORY

CEC's First Set of Interrogatories and Requests for Production to Plaintiff were served upon Plaintiff's counsel by United States mail on January 25, 2019. *See* **Exhibit A - CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000001 to _000017**. Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be

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provided within one week. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000018 to _000019**. Approximately two minutes later, Plaintiff's counsel replied by email that he would respond by Friday, March 8, 2019. *Id.*

After Plaintiff's counsel did not respond, the undersigned counsel filed its first Motion to Compel Discovery Responses on March 18, 2019. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000020 to _000042**. Plaintiff's counsel waited until 9:55 p.m. on April 2, 2019—the night before the scheduled hearing on CEC's Motion to Compel—to send his client's responses via email to the undersigned counsel. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000043 to _000079**. Giving Plaintiff's counsel the benefit of the doubt and because Plaintiff's counsel had produced at least minimal responses, CEC's counsel notified the court that the Motion to Compel was resolved and the motion would not be necessary. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000080 to _000081**.

Upon closer examination of Plaintiff's discovery responses and document production, the undersigned counsel realized that Plaintiff had not complied with the discovery requests at all. Specifically,

- Plaintiff failed to respond to Interrogatory No. 6;
- Plaintiff merely copy and pasted its Answer to Interrogatory No. 2 in response to Interrogatory Nos. 8 and 10 to give the appearance of a substantive response, although the three interrogatories were distinct, and the same information was not responsive to all three;
- Plaintiff merely copy and pasted its Answer to Interrogatory No. 7 in response to Interrogatory No. 11 to give the appearance of a substantive response, although the two interrogatories were distinct, and the same information was not responsive to both;
- Plaintiff did not provide a complete response to Interrogatories 9, 13, or 21;
- Plaintiff failed to produce documents substantiating its claims for damages as described in response to Request for Production No. 11; and

- Plaintiff did not provide substantive responses at all to a number of Requests for Production, only stating some variety of the phrase "See answers to #13 and 2" in response to Requests for Production Nos. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28.

In addition to the above, in its discovery deficiency letter, the undersigned counsel asked Plaintiff's counsel to reproduce certain pages in its document production that were difficult to read and were scanned in a way that lines of text were missing from multiple pages. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000082 to _000087**. The undersigned counsel sent this letter to Plaintiff's counsel on May 16, 2019.

At the same time that the undersigned counsel sent its discovery deficiency letter to Plaintiff's counsel, it also served CEC's Second Set of Interrogatories and Requests for Production of Documents on Plaintiff's counsel. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_00088 to _000102**. That same day, on May 16, 2019, Plaintiff's counsel emailed the undersigned counsel, stating "Jay – thanks for the letter. I will work on this next week." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000103 to _000104**.

Two months later, on July 15, 2019, the undersigned counsel emailed Plaintiff's counsel to inquire into his progress in responding to CEC's discovery deficiency letter. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000103**. That same day, Plaintiff's counsel responded, "No problem. It's going in the mail today[.]" *Id.* This was once again false, however, as the undersigned counsel never received any responses to CEC's discovery deficiency letter or to the second sets of interrogatories and requests for production.

On August 5, 2019, the undersigned counsel emailed Plaintiff's counsel to inquire into his progress in responding to CEC's Second Set of Interrogatories and Requests for Production of Documents. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to**

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Reconsider_000106. Plaintiff's counsel completely failed to respond to this email or produce any responses whatsoever to CEC's second set of discovery requests.

On August 15, 2019, after receiving no response from Plaintiff's counsel, the undersigned counsel filed a Motion for Sanctions against Plaintiff pursuant to Rule 37(d), SCRCP, and its second Motion to Compel Discovery Responses from Plaintiff pursuant to Rule 37(a), SCRCP. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000107 to _000222**. Plaintiff filed no response to either Motion. The court scheduled a hearing on the motions for October 1, 2019.

The day before the hearing (September 30, 2019), Plaintiff's counsel expressly stated to the undersigned counsel that he would be present for the hearing the following day.

A duly-noticed hearing on this Motion was held on October 1, 2019 at 10:30 a.m. The undersigned traveled almost two hours each direction for the hearing, but Plaintiff's counsel failed to appear. The court ordered the following relief that same day:

> As such, having considered CEC's motion for Sanctions and to Compel, CEC's Memorandum of Law in Support of its Motion, and oral argument by CEC's counsel, the Court hereby orders Plaintiff to provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019, deficiency letter and May 16, 2019, second set of discovery requests with (10) days of receipt of entry of this Order. If Plaintiff fails to respond as ordered herein, Plaintiff's Complaint in this lawsuit shall be dismissed.

See **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000223 to _000225**. Plaintiff's counsel consented to the language of this order before it was filed. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000226 to _000227**.

That same day, on October 1, 2019, Plaintiff's counsel filed a certificate of service with the court certifying that he served "the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and

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return address clearly indicated on said envelope on October 1, 2019 . . . ." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000228**. Again, this representation to the court was false.

The following day, on October 2, 2019, the undersigned counsel received correspondence and four documents from Plaintiff's counsel via a Federal Express delivery. The first document produced by Plaintiff's counsel was a document entitled, "Defendant's Answers to Bobcat of Greenville, LLC's Interrogatories." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000229 to _000242** (emphasis added). This document was merely a photocopy of the same deficient document originally served by Plaintiff's counsel on April 2, 2019 in response co-Defendant Bobcat of Greenville, LLC's discovery requests—a completely different set of discovery requests issued by a completely different party. The penultimate page of this document has an April 2, 2019 service date and then an October 1, 2019 certificate of service on the last page, showing that all Plaintiff's counsel did was photocopy the same deficient responses from six months earlier. In no way did this document respond to CEC's discovery deficiency letter to Plaintiff, CEC's second set of discovery requests to Plaintiff, or this court's October 1, 2019 Order.

The second document produced by Plaintiff's counsel was a document entitled, "Plaintiff's Responses to Bobcat of Greenville Request for Productions." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000243 to _000248** (emphasis added). This document was clearly meant for co-defendant's counsel as it states, "TO: DOC MORGAN, JR., ATTORNEY FOR BOBCAT OF GREENVILLE" on the first page. Like the first document discussed above, this second document was merely a photocopy of the same deficient responses previously served by Plaintiff's counsel on April 2, 2019 in response co-Defendant Bobcat of

Greenville, LLC's discovery requests. Plaintiff's counsel did not even change the April 2, 2019 service date on the last page. Once again, this document in no way responded to CEC's discovery deficiency letter to Plaintiff, CEC's second set of discovery requests to Plaintiff, or this court's October 1, 2019 Order.

The third document produced by Plaintiff's counsel was a document also entitled, "Plaintiff's Responses to Bobcat of Greenville Request for Productions." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000249 to _000254** (emphasis added). This document is also clearly meant for co-defendant's counsel as it states, "TO: DOC MORGAN, JR., ATTORNEY FOR BOBCAT OF GREENVILLE" on the first page. However, on this document, someone had scratched out the words "DOC MORGAN, JR." and hand-written the words "Jay Thompson." Like the first and second documents discussed above, this third document was merely a photocopy of the deficient responses previously served by Plaintiff's counsel on April 2, 2019 in response co-Defendant Bobcat of Greenville, LLC's discovery requests, and it was completely identical in substance to the second document that the undersigned counsel received. Plaintiff's counsel also did not change the April 2, 2019 service date on the last page. Yet again, this document in no way responded to CEC's discovery deficiency letter to Plaintiff, CEC's second set of discovery requests to Plaintiff, or this court's October 1, 2019 Order.

Finally, the fourth document received from Plaintiff's counsel was a 166-page document purporting to be Plaintiff's document production. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000255 to _000420**. Once again, this document production was merely an identical copy of the deficient production that the undersigned counsel originally received when Plaintiff partially responded to CEC's first set of discovery requests back

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on April 2, 2019. The only difference was that this document was produced in color whereas the original was in all black-and-white.

On October 18, 2019, CEC filed a Notice of Plaintiff's Noncompliance with the court's October 1, 2019 Order. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000421 to _000424**. Plaintiff's counsel filed no response. On October 25, 2019, as the October 1, 2019 order stated would occur, the court dismissed Plaintiff's Complaint with prejudice. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000425 to _000427**. The court specifically found that "Plaintiff has been given ample notice of the discovery deficiencies but has failed to respond thereto. The Court also finds that Plaintiff has not complied with the terms of the October 1, 2019 Order." *Id.* at *2.

Finally, ten days later, a new counsel appeared for Plaintiff and filed MTR #1 on November 4, 2019. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000428 to _000433**. The next day—eleven days after the court's Order—Plaintiff's "previous counsel"—as he was identified in MTR #1—filed MTR #2. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000434 to _000440**. Neither MTR #1 nor MTR #2 were sent to the judge who issued the order for which reconsideration was requested, as required by Rule 59(g), SCRCP.

II. ARGUMENT

A. PLAINTIFF'S MOTIONS TO ALTER OR AMEND JUDGMENT FAILED TO COMPLY WITH THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

1. Rule 59(e), SCRCP

Rule 59(e) provides that a "motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order." Plaintiff's MTR #1 was filed on November 4, 2019, ten days after the court's October 25, 2019 Order dismissing Plaintiff's

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Complaint with prejudice. As such, it was timely filed pursuant to Rule 59(e), SCRCP. However, Plaintiff's MTR #2 was filed the next day—eleven days after Plaintiff's "previous counsel" was given notice of the court's Order through the NEF notice of the court's electronic filing system. Therefore, MTR #2 was untimely filed, and its requested relief must be denied. *See, e.g.*, *Ackerman v. 3-V Chem., Inc.*, 349 S.C. 212, 216, 562 S.E.2d 613, 615 (2002) (finding that the plaintiffs' Rule 59(e) motion was untimely when filed more than ten days after receipt of written notice of the entry of the order and finding that the "trial judge was without jurisdiction to act upon" the motion for reconsideration).

"[W]e repeat that the ten-day deadline in Rule 59(e) is an absolute deadline. A trial court does not have the power to alter or amend a final order if more than ten days passes and no Rule 59(e) motion has been served . . . ." *Overland, Inc. v. Nance*, 423 S.C. 253, 256, 815 S.E.2d 431, 433 (2018). "[N]or does a trial court have any power to grant the moving party an extension of time in which to file a Rule 59(e) motion. *Id.* at 256–57, 815 S.E.2d at 433. "The failure to serve a Rule 59(e) motion within ten days of receipt of notice of entry of the order converts the order into a final judgment, and the aggrieved party's only recourse is to file a notice of intent to appeal." *Id.* at 257, 815 S.E.2d at 433.

2. Rule 59(g), SCRCP

Rule 59(g), SCRCP, also requires that a "party filing a written motion under this rule shall provide a copy of the motion to the judge within ten (10) days after the filing of the motion." The undersigned counsel have not been copied on any correspondence or email directed to the court or to the Greenville County Court of Common Pleas since before Plaintiff filed its MTR #1 on November 4, 2019. Neither MTR #1 nor MTR #2 were sent to the judge who issued the order for which reconsideration was requested. As stated above, Rule 59 requires that a "party filing a

written motion under this rule **shall** provide a copy of the motion to the judge within ten (10) days after the filing of the motion." Rule 59(g), SCRCP (emphasis added). Neither MTR #1 nor MTR #2 complied with this requirement.

South Carolina courts have denied relief based on a party's failure to comply with Rule 59(g), SCRCP. For example, in *Smith v. Fedor*, the trial court denied the plaintiff's motion for reconsideration because he failed to provide the motion to the trial judge within ten days of filing. 422 S.C. 118, 126, 809 S.E.2d 612, 616 (Ct. App. 2017). "Rule 59(g) would lack any purpose if trial courts committed error by denying the motion for failure to comply with the rule." *Id.* The *Smith* court also stated that because the trial court did not err in denying the plaintiff's motion for reconsideration, "the arguments presented in that motion are unpreserved." *Id.* Because neither MTR #1 nor MTR #2 complied with Rule 59(g), Plaintiff's requested relief in both Motions must be denied.

B. PLAINTIFF'S MOTIONS PURSUANT TO RULE 60 FAIL BECAUSE "MERE NEGLECT" IS INSUFFICIENT TO WARRANT PLAINTIFF'S REQUESTED RELIEF.

Rule 60(b)(1), SCRCP, authorizes the trial court to relieve a party from a final judgment where the party demonstrates "mistake, inadvertence, surprise, or excusable neglect." The decision to grant or deny a motion to set aside a judgment for excusable neglect lies within the sound discretion of the trial court. *RRR, Inc. v. Toggas*, 378 S.C. 174, 180, 662 S.E.2d 438, 441 (Ct. App. 2008) *cert. granted, decision aff'd*, 381 S.C. 490, 674 S.E.2d 170 (2009). Lack of fairness is not a ground for relief under Rule 60(b), SCRCP. *Gainey v. Gainey*, 382 S.C. 414, 431, 675 S.E.2d 792, 801 (Ct. App. 2009).

"Although most often used when relief is sought from a judgment by default, Rule 60(b)(1) applies to any final judgment." *Goodson v. Am. Bankers Ins. Co. of Fla.*, 295 S.C. 400, 402, 368 S.E.2d 687, 689 (Ct. App. 1988). "Relief under this section is within the sound discretion of the

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circuit court and will not be disturbed absent a clear abuse of that discretion." *Id.* "Such an abuse arises when the circuit court issuing the order was controlled by an error of law or when the order, based upon factual conclusions, is without evidentiary support." *Id. See also Ledford v. Pennsylvania Life Insurance Co.*, 267 S.C. 671, 230 S.E.2d 900 (1976); *Ricks v. Weinrauch*, 293 S.C. 372, 360 S.E.2d 535 (Ct. App. 1987). "While these cases deal with the circuit court's discretion in setting aside default judgments, the principles are equally applicable to motions for relief from any final judgment." *Goodson*, 295 S.C. at 402, 368 S.E.2d at 689.

Concerning a claim of attorney neglect, the general rule in South Carolina is that "the neglect of the attorney is attributable to the client." *Graham v. Town of Loris*, 272 S.C. 442, 451, 248 S.E.2d 594, 598 (1978).

> Although a wide discretion is vested in courts to set aside or vacate judgments because of the neglect, misconduct or inadvertence of counsel employed in the case, the general rule undoubtedly is that the neglect of the attorney is the neglect of the client, and that no mistake, inadvertence or neglect attributable to the attorney can be successfully used as a ground for relief, unless it would have been excusable if attributable to the client. The acts and omissions of the attorney in such case are those of the client.

Id. at 451, 248 S.E.2d at 599 (block quoting *Simon v. Flowers*, 231 S.C. 545, 551, 99 S.E.2d 391, 394 (1957)).

Plaintiff's original counsel did not abandon Plaintiff and, to this date, has never withdrawn as counsel or been replaced through a substitution of counsel. To the contrary, Plaintiff's original counsel remained active in this case after the court's dismissal order. For example, Plaintiff's original counsel consented to the language of the court's October 25, 2019 Order before it was filed. *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000226 to _000227**. Plaintiff's original counsel also explained that he meant to show up for the October 1, 2019 hearing in this case but on "the morning of the hearing Plaintiff realized

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that the belief was in error and he had to appear in Oconee, not Greenville." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000435** at *2, n. 1. Plaintiff's original counsel also remained active in the case after issuance of the court's October 1, 2019 Order when he filed a Certificate of Service with the court certifying that he served "the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 . . . ." *See* **CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000228**. Plaintiff's original counsel even filed a motion for reconsideration with the apparent intention of remaining active in the case.

However, as explained in Section II of this Response, Plaintiff's counsel did not produce a single document responding to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the court's October 1, 2019 Order, thereby justifying the relief granted to CEC.

C. In Any Event, the Order Dismissing Plaintiff's Complaint with Prejudice Was Appropriate Given Plaintiff's Prior Noncompliance.

Rule 37 expressly grants the trial court power to order dismissal for either the violation of a court order, or, upon motion, for a party's failure to respond to certain discovery requests. Rule 37(b)(2)(C) & (d), SCRCP. "Under Rule 37(b)(2)(C), SCRCP, when a party fails to comply with a discovery order, the trial court has the discretion to impose a sanction it deems just, including an order dismissing the action." *McNair v. Fairfield Cty.*, 379 S.C. 462, 465, 665 S.E.2d 830, 832 (Ct. App. 2008). Because Plaintiff's counsel completely failed to respond to CEC's second set of discovery requests and email correspondence from the undersigned counsel regarding same, the court's Order was proper. Rule 37(d) provides that if a party fails

> (2) to serve answers or objections to interrogatories submitted under Rule 33, after proper service of the interrogatories, or (3) to serve a

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> written response to a request for inspection submitted under Rule 34, after proper service of the request, the court in which the action is pending on motion may make such orders in regard to the failure as are just, and among others it may take any action authorized under paragraphs (A), (B), and (C) of subdivision (b)(2) of this rule. In lieu of any order or in addition thereto, the court shall require the party failing to act or the attorney advising him or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.
>
> The failure to act described in this subdivision may not be excused on the ground that the discovery sought is objectionable unless the party failing to act has applied for a protective order as provided by Rule 26(c).

Rule 37(d), SCRCP.

Rule 37(b) provides that the court may enter:

> (A) An order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;
>
> (B) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;
>
> (C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party . . . .

Rule 37(b)(2)(A)-(C), SCRCP.

In other words, Rule 37(b) provides sanctions for the violation of a court order to provide or permit discovery, while Rule 37(d) "provides for sanctions against a party who fails to answer interrogatories or attend his own deposition." *Downey v. Dixon*, 294 S.C. 42, 44, 362 S.E.2d 317, 318, n.1 (Ct. App. 1987). The distinction between Rule 37(b) and Rule 37(d) is that there must be

an order of the court before sanctions are imposed under subdivision (b), while under subdivision (d) a party may move directly for the imposition of sanctions. *Id.*

Throughout this litigation, Plaintiff demonstrated both bad faith and a gross indifference to the rights of CEC by (1) failing to respond to CEC's First Set of Interrogatories and Requests for Production in time, thus necessitating a Motion to Compel; (2) waiting until the eleventh hour to provide responses—which, as described above and in the attached discovery deficiency letter, were inadequate and deficient in several ways—to avoid a hearing on the Motion to Compel; (3) stating that he would work on responding to the discovery deficiency letter and/or second set of discovery requests and then not provide any indication that he had done so by the deadline he set for himself; (4) then, after not doing anything, stating two months later that Plaintiff's responses were going out in the mail, but then not actually doing so; (5) then three weeks after that, failing to respond to correspondence from the undersigned counsel regarding his failure to provide *any* answers to CEC's discovery requests; and (6) expressly telling the undersigned counsel the day before a sanctions hearing that he would be present for the hearing, but then failing to appear, with no notice. This sequence of events illuminates Plaintiff's bad faith, dilatoriness, and gross indifference to CEC's rights. The undersigned counsel were assured—in writing—on multiple occasions that Plaintiff would address all identified deficiencies, even going so far as saying responses would be going in the mail that same day, despite never doing so. To make matters worse, Plaintiff completely disregarded CEC's second set of discovery requests entirely, not even providing a response to the undersigned counsel's correspondence regarding same.

The court's Order dismissing the action with prejudice was appropriate pursuant to Rule 37(d)'s authorization for such relief according to Rule 37(b)(2)(C). Plaintiff had an opportunity to object to any of CEC's discovery requests as well as seek a protective order pursuant to 37(d), but

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it did not do so. As such, Plaintiff's counsel's "failure to act [as] described in this subdivision may not be excused on the ground that the discovery sought is objectionable." Rule 37(d), SCRCP.

III. CONCLUSION

For the reasons set forth above, the court should deny both of Plaintiff's motions for reconsideration.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/JAY T. THOMPSON

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Columbia, South Carolina

November 11, 2021

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January 25, 2019

E. Delane Rosemond, Esquire
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

We enclose herewith and serve upon you by mail the following documents in the above-referenced matter:

1. Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff; and
2. Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff.

Very truly yours,

Jay T. Thompson

JTT:lwd
Enclosures
cc: Doc Morgan, Jr., Esquire

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

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10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

   b. All opinions to which the expert is expected to testify;

   c. The data, facts, or information considered by the expert in forming his opinions;

   d. The specific factual basis or other grounds for each opinion; and

   e. Whether the expert prepared a written report or notes and who has possession of such report or notes.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

5. Identify all directors, officers, employees, agents, representatives, or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff

6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

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from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

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12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modification, or service; the person or entity who performed each repair, modification, or service; the hours display on the hour meter at the time of each repair, modification, or service; and the reason for each repair, modification, or service.

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010, and provide a brief summary of the subject matter of each lawsuit.

17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

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19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
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1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:14 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

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--

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STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **MOTION TO COMPEL DISCOVERY RESPONSES**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, respectfully submits this Motion to Compel Discovery Responses.

CEC's Interrogatories and Requests for Production were served upon Plaintiff's counsel by United States mail on January 25, 2019 *See* **Exhibits A & B.** Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel requesting that Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be provided within one week. *See* **Exhibit C**. Approximately two minutes later, Plaintiff's counsel responded by email that he would respond by Friday, March 8, 2019.

Plaintiff's counsel has not responded, and Plaintiff has produced no responses to the discovery requests.

As of the date of this motion it has been 52 days since CEC served its written discovery requests on Plaintiff, but Plaintiff has failed to provide any responses.

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For these reasons, CEC respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's Interrogatories and Requests for Production to Plaintiff. Pursuant to Rule 37(a)(4), SCRCP, Defendant further requests that this Court order Plaintiff to pay CEC's reasonable expenses in obtaining the order, including but not limited to, the cost of filing this motion and attorney's fees.

Pursuant to Rule 11, SCRCP, the undersigned counsel certifies that, prior to filing this motion, he has communicated in writing with opposing counsel and has attempted in good faith to resolve the matter contained in the motion but was unable to resolve the matter.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH L.L.P.

By: s/Jay T. Thompson

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

March 18, 2019

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ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP230516

EXHIBIT A

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
Plaintiff,	)	
vs.	)	CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	
Defendants.	)	

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "you" and/or "your" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B4FC11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but is not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analyses, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "identify" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "and" as well as "or" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "person" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

   b. All opinions to which the expert is expected to testify;

   c. The data, facts, or information considered by the expert in forming his opinions;

   d. The specific factual basis or other grounds for each opinion; and

   e. Whether the expert prepared a written report or notes and who has possession of such report or notes.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

5. Identify all directors, officers, employees, agents, representatives, or other personnel of Plaintiff and as to each describe their involvement/responsibilities to or with Plaintiff.

6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

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from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a lower or temporary piece of equipment.

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modification, or service; the person or entity who performed each repair, modification, or service; the hours display on the hour meter at the time of each repair, modification, or service; and the reason for each repair, modification, or service.

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/malfunctioned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010, and provide a brief summary of the subject matter of each lawsuit.

17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including, but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

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19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
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1320 Main Street / 17th Floor
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Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

E. Delmo Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lyan Dillard
Administrative Assistant

January 25, 2019

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EXHIBIT B

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
Plaintiff,	)	
vs.	)	**CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	
Defendants.	)	

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "you" and/or "your" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representatives, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN D47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but is not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

last known address of residence or address of business. When prompted, you must **"identify"** all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words **"and"** as well as **"or"** should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word **"person"** means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

17. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

18. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

19. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

20. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH L.L.P

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough L.L.P., attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

R. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

EXHIBIT C

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Lynn Dillard

From: Delane Rosemond <delanerosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:42 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

T 803.256.9300 F 803.255.5187

NELSONMULLINS.COM VCARD VIEW BIO

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP230516

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, April 2, 2019 9:55 PM
To: Jay Thompson
Cc: Doc Morgan; Denise West; Delane Rosemond
Subject: Plaintiff's Discovery Answers and Responses
Attachments: Responses to Request for Production from CLARK EQUIPMENT dba Bobcat Company.pdf; Answers to Clark Equipment Discovery.4.2.19.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

◄**External Email**► - From: delane.rosemond@gmail.com

Jay - Attach you will find our discovery answers. I will have my paralegal put a copy in the mail to you tomorrow.

Delane

--
E. Delane Rosemond
Attorney
The Rosemond Law Firm, P.A.
P. O. Box 1498
339 By-Pass 123
Seneca, South Carolina 29679
(864) 888-2832 office
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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS
IRONWORKS PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	)	C/A N0.: 2018-CP-23-04516 **PLAINTIFF'S ANSWERS TO CLARK EQUIPMENT COMPANY D/B/A, BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the undersigned attorney for the Plaintiff does answer said interrogatories:

1. Provide the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements:

ANSWER

a) Brandon McAlister
Biggerstaff Rd.
Seneca, SC 29678

b) Anne McAlister
237 Biggerstaff Rd.
Seneca, SC 29673

c) Haskell Dill
228 Brock Road
Westminster, SC 29693

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d) **Tyler Smith**
237 Biggerstaff Road
Seneca, SC 29672

e) **Drew Morgan**
811 Bellview Way
Seneca, SC 29678

f) **Julie King**
15049 Beacon Shores Drive
Seneca, SC 29672

g) **Greg Gooding**
597 Frenge Branch Road
Seneca, SC 29672

h) **Adam Donner**
250 East Beaton
West Fargo, ND 58028

i) **Adam Mauch**
250 East Beaton
West Fargo, ND 58028

j) **Rich Goldsbury**
250 East Beaton
West Fargo, ND 58028

k) **Rose at Bobcat Customer Service**
250 East Beaton
West Fargo, ND 58028

l) **Mary at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

m) **Kari at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

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n) **Scott Park**
Doosan Tower 18-12
Euljiro 6-ga
Jung-gu
Seoul, South Korea

o) **Daniel Hollingsworth**
2512 River Rd.
Piedmont, SC

p) **Brad Daniels**
2512 River Rd.
Piedmont, SC

q) **Frank Hollowell**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
Canada

r) **Mario Pelletier**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

s) **Andre Bias**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

No written, or recorded statements have been taken from any witness.

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000046

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2. Set forth a list of photographs, plats, sketches, or other prepared documents of any kind in your possession that relate to the allegations of the Complaint, any defense asserted by any of the Defendants, or the facts and circumstances of this case.

ANSWER

a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

d) **Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC**

e) **Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home**

f) **Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg**

g) **Quote from client on 1/24/18 to Lake Keowee Ford**

h) **Email 5/14/18 from client to Brad at Bobcat**

i) **Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown**

j) **Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540**

k) **Email 3/16/18 picture of Bobcat**

l) **Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support**

m) **Email 4/3/18 from client to Brad at Bobcat**

n) **Multiple emails from client to Daniel Hollingsworth and Bobcat**

o) **Service Invoice 08/10/18**

p) **Service Invoice 05/07/18**

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r) **Service Invoice 04/30/18**

s) **Service Invoice 09/19/18**

t) **Service Invoice 01/31/18**

u) **Service Invoice 02/01/18**

v) **Service Invoice 01/10/18**

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w) Service Invoice 01/11/18

x) Machining Trader Order Confirmation 04/24/18

y) Bobcat Web Screen shots for Bobcat, Inc.

z) Spreadsheet pg 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded

aa) Email from client on 4/10/18 to Mario Pelletier

bb) Invoice Gator Made Trailers, Inc. 11/9/18

cc) Statement Blanchard CAT 9/30/18

dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

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ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

3. List the names and addresses of any expert witness whom you or your counsel propose to use as a witness at the trial of this case and set forth a summary of the expert's opinions.

ANSWER

No expert witnesses have been identified at this time. However, Plaintiff and her counsel reserve the right to identify expert witnesses at a later date.

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4. Set forth the names and addresses of al insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER

No liability coverage for this incident.

5. Identify all directors, officers, employers, agents, representatives or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff.

ANSWER

Brandon McAlister - Member

Anne McAlister - Member

6. State the name, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) wo observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects that you contend existed with the Compact Trade Loader

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

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***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

***March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**

***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

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***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

ANSWER

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a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

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v) **Service Invoice 01/10/18**

w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000052

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cc) Statement Blanchard CAT 9/30/18

dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

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ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

Answer:

Brandon McAlister

Haskell Dill

Tyler Smith

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all

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reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

ANSWER

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kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

***March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**

***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

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***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

ANSWER

a) Based on receipt

- $18,970
- $18,670
- $20,000

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000057

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- $30,000
- $17,270
- $51,500
- $16,450

Subtotal **$172,680**

b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment) **$**

Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed **$ 3,600**

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine……. **$10,250**

e) Damage to my name and business……. **$2,000,000**

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL $2,373,160

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000058

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ANSWER

a) Mr. Dill will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

b) Mr. Smith will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

c) Mr. Morgan will testify as he witnessed the break downs, right track falling off as well as the general loss of use due to the machine being in the shop so much.

d) Mr. Gooding will testify that he witnessed the general loss of use, loss of jobs due to the machine staying in the shop and delayed jobs including his own.

e) Ms. King will testify as to the daily stress of myself not being able to use the machine and that it was costing me money and not completing jobs.

f) Ms. McAlister will testify as to the break downs, right track falling off after the fact; moreover, she has had to provide monies to me because of the machine not working properly and notes payments were due.

g) Mr. Donner should testify as to the many phones I made to him asking him to buy back the machine after telling me "I am sure you will have no more issues with it back in April and/or May 2018. Furthermore, he should indicate that after a while my phone call went unanswered after leaving messages after May 2018.

h) Mr. Mauch should testify that I asked him to buy back the machine; he should indicate that my calls went ignored after leaving messages on several occasions after the May 2018 incident.

i) Mr. Rich Goldsbury and his assistant Kari should testify to me that "I just couldn't call the president of a multibillion-dollar global corporation and they passed me on to Adam Donner. Should testify that I called many times, leaving detailed messages, which were ignored and speaking to various assistants only to be sent back to other people in the company that didn't have the authority to may buy back decisions.

j) Ms. Rose should testify that she is a customer service representative and she took my calls when I called to complain about the machine.

k) Ms. Mary and Keri should testify of my discussing my experience with this machine and I can call them to testify that they had in-depth knowledge of my issue with this machine.

l) Mr. Park should testify that the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and touting or helping others.

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m) Mr. Hollingsworth should testify about discussions regarding the Bobcat machinery and my client. hat the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and outing or helping others.

n) Mr. Daniels should testify about discussions regarding the Bobcat machinery and my client.

o) Mr. Hollowell should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

p) Mr. Pelletier should testify regarding the machine when he came out to the residence to fix the Bobcat.

q) Mr. Bias should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modifications, or service; the person or entity who performed each repair, modifications, or service; and the reason for each repair, modification, or service.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

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***January 13, 2018 – machine in shop. Client was not supplied a work order.**

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***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

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*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

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***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

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***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

Answer:

No

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010 and provide a brief summary of the subject matter of each lawsuit.

Answer:

Wells Fargo vs. Iron Work Productions, LLC and Brandon McAlister

Lawsuit over the payment of the Compact Track Loader.

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17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

Answer:

Business License

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

ANSWER

g) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal	**$172,680**
h) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	**$**
Costs of Caterpillar machine ($146,750.00)	
i) Purchase of a trailer for Caterpillar since repossessed	**$ 3,600**
j) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine…….	**$10,250**
k) Damage to my name and business……	**$2,000,000**
l) Revenue lost due to Bobcat breakdown	

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- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL **$2,373,160**

19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

Answer:

Plaintiff has not learned of any industry standards are such at this point.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Request for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

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ANSWER:

***This Bobcat was a lemon. There was the warranty that came with the machine. It was extended because I did not have it that long. Daniel Hollingsworth did as he was told by Bobcat corporate and upper management at the Bobcat dealer in fixing the machine to the best of his ability. Due to the consistent nature of repairs, a buy back should have been offered but that would have to come from upper management at Bobcat of Greenville. Brad even agreed during a conversation that it should have been bought back at one point and that would be the right thing to do.**

***What vexes me is the T870 is Bobcat's flagship machine having the highest horsepower in their compact truck loader line, the most sought-after machine in the industry according to the Bobcat sales team. I was told there was a waiting list to even get one. Yet, there are no T870 models in the rental fleet. None available for demonstration and this, if such a wonderous machine could have been easily bought back, used in rental or demonstration to sell more and the money from the buy back could have been easily recouped by the dealership in no time if it was as great as touted.**

Respectfully submitted,

THE ROSEMOND LAW FIRM, P.A.

BY: _____

E. Delane Rosemond
Attorney for the Plaintiff
P.O. Box 1498
Seneca, SC 29679
(864) 888-2832
(864) 886-9072 Fax

April 1, 2019

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000067

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Seneca, South Carolina

8. Identify any and all documents which purport to extend any warranties for the subject piece of machinery.

ANSWER:

***Please see Bobcat web page documents: while no warranties are expressed it is implied that by purchasing a Bobcat T870 you are getting a machine that is:**

*** engineered for reliability which reduces downtime;**

*** "one tough animal" for the most demanding job sites;**

*** with unprecedented levels of durability, reduced maintenance requirements, and faster track cleanout, you'll wonder how you ever got along without it.**

*** Every skid-steer and compact track loader is engineered with multiple protection technologies. Working together, they protect your machine and decrease the risk of failure. For you, that means better reliability and the confidence to do your work.**

9. State in detail the facts which support the allegations that the Plaintiff lost customers, business, and revenue and identify the names and addresses of any witnesses who will testify to these facts and any documents which support these facts.

ANSWER:

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000068

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

*** You cannot run a business with a machine that stays in the shop.**

*** it's extremely difficult to maintain a good name when you promise customers that you will be there and not be able to show up due to the equipment being down.**

***equipment tearing up several times on a job that the customer wants completed causing them delays in their project.**

***getting a call that they found someone who could do it sooner and they don't need you anymore.**

***finding out later that they paid another person more because you couldn't do the job as promised.**

***when you hear that you cannot be trusted to complete a job on time or hear that someone said not to hire you because you cannot get a to a job and say your machine is in the shop.**

*** a customer is 4 times more likely to defect to a competitor if the problem is service related than price or product. —Bain & Company**

***Price is not the main reason for customer churn; it is due to the overall poor quality of customer service – Accenture global customer satisfaction report 2008.**

*** A dissatisfied customer will tell between 9-15 people about their experience. Around13% of dissatisfied customers tell more than 20 people. – White House Office of Consumer Affairs.**

***70% of buying experiences are based on how the customer feels they are being treated. - McKinsey**

***it costs 6-7 times more to acquire a new customer than to retain an existing one- Bain & Company**

10. Set forth how many payments were made towards the purchase of this machine. Identify the amounts paid and the dates paid to any company who financed the machinery.

ANSWER:

Bobcat:

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000069

	$465.84
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
TOTAL	**$2,559.92**

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	) IN THE COURT OF COMMON PLEAS))	
IRONWORKS PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	) C/A N0.: 2018-CP-23-04516)))))))))))))	**PLAINTIFF'S RESPONSES TO CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY REQUEST FOR PRODUCTIONS**

TO: JAY T. THOMPSON, ATTORNEY FOR CLARK EQUIPMENT COMPANY d/b/a BOBCAT COMPANYOF GREENVILLE

The Plaintiff, Ironworks Production, by and through his undersigned attorneys, hereby produce, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following documents:

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader (CTL) was used.

   RESPONSE: None

2. All correspondence, reports, letters, or memoranda by any person or entity related to the CTL.

   RESPONSE:

   a) Note from Ron Ferrell on 8/9/18 regarding mulching

   b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property

   c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing

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d) **Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC**

e) **Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home**

f) **Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg**

g) **Quote from client on 1/24/18 to Lake Keowee Ford**

h) **Email 5/14/18 from client to Brad at Bobcat**

i) **Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown**

j) **Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540**

k) **Email 3/16/18 picture of Bobcat**

l) **Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support**

m) **Email 4/3/18 from client to Brad at Bobcat**

n) **Multiple emails from client to Daniel Hollingsworth and Bobcat**

o) **Service Invoice 08/10/18**

p) **Service Invoice 05/07/18**

q) **Service Invoice 05/14/18**

r) **Service Invoice 04/30/18**

s) **Service Invoice 09/19/18**

t) **Service Invoice 01/31/18**

u) **Service Invoice 02/01/18**

v) **Service Invoice 01/10/18**

w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

aa) **Email from client on 4/10/18 to Mario Pelletier**

bb) **Invoice Gator Made Trailers, Inc. 11/9/18**

cc) **Statement Blanchard CAT 9/30/18**

dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

hh) Service Invoice 05/25/18

ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

3. All color photographs, diagrams, or other documents whether in hard copy or electronic format relating to the CTL or any of the matters in this suit.

   RESPONSE: See any photos from #2

4. All documents by any investigators, governmental entities or any other persons or entities relating to the CTL or any of the matters in this suit.

   RESPONSE: None

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

   RESPONSE: None

6. All correspondence by and between you and any person or entity that relate to the CTL or any of the mattes in this suit, including all internal memos or communications of said entities and or persons.

   RESPONSE: See response #2

7. Records of all payments, requisitions or invoices related to the CTL, any and all work performed or requested with the CTL, or any of the matters in this suit, with an itemized breakdown of amounts.

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

RESPONSE: See answer to #2

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the CTL, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

RESPONSE: See answer to #2

9. All documents obtained through the use of subpoenas or freedom of information act requests in this case.

RESPONSE: None

10. All statements of possible witnesses, whether written, oral or summarized or otherwise produced in any manner, relating to the subject matter of this case.

RESPONSE: None

11. All documents supporting Plaintiff's claims for damages.

RESPONSE:

a) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal	**$172,680**
b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	**$**

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Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed $ 3,600

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine……. $10,250

e) Damage to my name and business……. $2,000,000

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal $162,980

TOTAL $2,373,160

g) **Bobcat:**

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

$465.84

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$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

TOTAL $2,559.92

12. A current resume and curriculum vitae for each expert you have retained.

RESPONSE: None

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

RESPONSE: None

14. All reports relating to this case prepared by an expert.

RESPONSE: None

15. Any and all photographs taken or any portion or aspect of the CTL or any work performed using the CTL.

RESPONSE: See answer #2

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

RESPONSE: None

17. {sic}Any and all documents relating to any money paid by Plaintiff related in any way to the CTL or any of he matters in this suit.

RESPONSE: See answer #13

18. {sic}Any and all documents relating to any monies received by Plaintiff related in anyway to the CTL of any of the matters in this suit.

RESPONSE: See answer #13

19. {sic}All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

RESPONSE: See answers to #13 and 2

20. {sic}All document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

RESPONSE: See answers #13 and 2

21. {sic}Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

22. {sic}Any and all documents related to the sale of the CTL and the attachment to Plaintiff including, but not limited to receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

RESPONSE: See answers #13 and 2

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23. {sic}Any and all documents that evidence, relate to, or refer to any repairs performed on the CTL and/or attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

RESPONSE: See answers #13 and 2

24. {sic}Any and all documents including but not limited to work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the CTL since it was purchased by you.

RESPONSE: See answers #13 and 2

25. {sic} Any and all documents that evidence, relate to, or refer to any breakdown of he CTL and or attachments, and the alleged downtime related thereto.

RESPONSE: See answers #13 and 2

26. {six} Any and all photographs, videotapes, electronic videos, or other visual representations of the CTL and/or the attachments in use by you or your company.

RESPONSE: See answers #13 and 2

27. {sic}Any and all photographs, videotapes, electronic videos, or other visual representations of the alleged defects, breakdowns, or repairs of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

28. {sic} Any and all documents that evidence, relate to, or refer to any inspections or investigation of alleged defects associated with the CTL and/or the attachments.

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RESPONSE: See answers #13 and 2



By:_____

E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 29679
(864) 888-2832

Seneca, South Carolina
April 2, 2019

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Scott MacLatchie

From: NJCoord <NJCoord2@greenvillecounty.org>
Sent: Wednesday, April 3, 2019 9:07 AM
To: Jay Thompson
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: RE: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Mr. Thompson,

Thank you for your email. No problem on the notice. Steve retired last year as the NJ Coordinator and Ginger, the new NJ Coordinator, is out the office today so I am checking emails. Thank you for reporting the resolution of this motion. I have removed it from this morning's motion roster and will notify Judge Miller.

Best wishes,

Shawn Knox

From: Jay Thompson [Jay.Thompson@nelsonmullins.com]
Sent: Tuesday, April 02, 2019 10:40 PM
To: NJCoord
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2018CP2304516 - Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Steve,
We have a motion hearing scheduled in this case tomorrow morning at 10:30, but the motion has been resolved tonight and the hearing will no longer be necessary. Can you please remove it from the hearing roster? I apologize for the late notice.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson

NELSON MULLINS

JAY T. THOMPSON PARTNER
jay.thompson@nelsonmullins.com
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1320 MAIN STREET | COLUMBIA, SC 29201
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May 16, 2019

Via Electronic Mail

E. Delane Rosemond, Esquire
The Rosemond Law Firm, P.A.
P.O Box 1498
Seneca, SC 29679

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Delane

We received Plaintiff's responses to Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories and Requests for Production. Upon further review, we believe some of the responses need to be clarified or supplemented. If you can please respond within ten (10) days to clarify and/or supplement these items as noted below, we would appreciate it

Interrogatories

- You did not respond to Interrogatory No. 6. Please provide an Answer stating the names, addresses, and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

- In your Answer to Interrogatory No. 8, you copy and pasted your Answer to Interrogatory No. 2. Please supplement your Answer to Interrogatory No. 8 with the following information for each job or project on which the Compact Track Loader was used:
  - The specific location;
  - Date(s);
  - Duration;

- Description of the overall job or project;
- Description of the work done using the Compact Track Loader;
- The customer or client;
- The contractor who hired you;
- Each and every individual who operated the Compact Track Loader;
- The amount you invoiced; and
- The amount you were paid.

- In your response to Interrogatory No. 9, you identified that Brandon McAlister, Haskell Dill, and Tyler Smith operated the Compact Track Loader. You did not address each individual's training in use of compact track loaders or other machinery. You also did not address each individual's experience using compact track loaders or other machinery. Please supplement this Answer accordingly.

- In your Answer to Interrogatory No. 10, you copy and pasted your Answer to Interrogatory Nos. 2 and 8. Please supplement your Answer to Interrogatory No. 10 with the following information for each job or project that you claim you did not accept or complete for any reason related to the Compact Track Loader:
  - The specific location;
  - Date you were contacted;
  - The customer, client, and/or contractor who contacted you;
  - Description of the overall job or project;
  - Description of the work requested using the Compact Track Loader;
  - The anticipated duration of the work requested using the Compact Track Loader;
  - All reason(s) you did not accept or complete the work; and
  - The dollar amount you would have been paid for the work requested using the Compact Track Loader.

- In your Answer to Interrogatory No. 11, you copy and pasted your Answer to Interrogatory No. 7. Please supplement your Answer to Interrogatory No. 11 to identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

- In your response to Interrogatory No. 13, you did not provide the telephone numbers and addresses for each person identified your Answer who allegedly expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader. Please supplement this information accordingly.

- Your Answer to Interrogatory No. 21 is unresponsive to what was asked. Please supplement your Answer to identify each person who contributed in any way to responding to these Interrogatories and Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of

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responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

- Please provide a signed and notarized Interrogatory verification page as required by Rule 33(a), SCRCP.

Requests for Production

- In your Response to Request for Production No. 11, you allege, among other things, that you are owed $3,600 for the purchase of a trailer for a repossessed Caterpillar, $2,000,000 for damage to your name and business, $182,980 in lost revenue due to Bobcat CTL breakdown, $10,316.96 for the Bobcat CTL, and $2,659.02 for an item listed as "trailer." Our review of your document production has not revealed documents supporting these claims for damages. Please supplement your Response to Request for Production No. 11 to provide documentation in support of these damages claims.

- Your Response to Request for Production No. 17 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies paid by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 17 and supplement as necessary.

- Your Response to Request for Production No. 18 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies received by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 18 and supplement as necessary.

- Your Response to Request for Production No. 19 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

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supplement your Response to Request for Production No. 19 by listing and producing all documents identified, mentioned, referred to, or relied upon in Plaintiff's interrogatory responses.

- Your Response to Request for Production No. 20 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 20 by listing and producing all documents or tangible materials that you intend to use as an exhibit at the trial of this matter.

- Your Response to Request for Production No. 21 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 21 by listing and producing all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 22 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 22 by listing and producing all documents related to the sale of the Compact Track Loader and its Attachments, including, but not limited to, receipts, warranties, operating manuals, service manuals, parts manuals, and warnings.

- Your Response to Request for Production No. 23 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 23 by listing and producing all documents that evidence, refer to, or relate to any repairs performed

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on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with Clark Equipment Company with respect to any warranty claims.

- Your Response to Request for Production No. 24 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 24 by listing and producing all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

- Your Response to Request for Production No. 25 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 25 by listing and producing all documents that evidence, refer to, or relate to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

- Your Response to Request for Production No. 26 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 26 by listing and producing all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

- Your Response to Request for Production No. 27 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

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supplement your Response to Request for Production No. 27 by listing and producing all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 28 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 28 by listing and producing all documents that evidence, refer to, or relate to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

Document Production

- Please reproduce pages 25-40 of your document production in color. These pages consist of call details from Anne McAlister with a color-coding scheme that is indiscernible in black and white.

- Please reproduce pages 101-152 of your document production in color. These pages consist of text messages and pictures that are difficult to view with sufficient detail in black and white.

- Please reproduce pages 76 and 77 of your document production. These pages were produced with lines of text missing/cut off.

Please contact us if you have any questions about the foregoing requests for clarification and additional information. We are happy to hold a telephone conference to explain our positions in greater detail. Please supplement your responses within ten days of the date of this letter, or we will move the Court to compel, seeking all available remedies.

Very truly yours,

Jay T. Thompson

JTT/wd
cc: Doc Morgan, Jr., Esquire

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May 16, 2019

E. Delane Rosemond, Esquire
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

We enclose herewith and serve upon you by mail the following documents in the above-referenced matter:

1. Clark Equipment Company d/b/a Bobcat Company's Second Set of Interrogatories to Plaintiff; and
2. Clark Equipment Company d/b/a Bobcat Company's Second Set of Requests for Production to Plaintiff.

Very truly yours,

Jay T. Thompson

JTT:lwd
Enclosures
cc: Doc Morgan, Jr., Esquire

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S SECOND SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its Second Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

22. Identify all documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.

23. Are you still in possession of the subject Compact Track Loader? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.

24. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please provide the dates, if any, that you worked on that job; the names, addresses, and phone numbers of the client(s) that you serviced; the exact location of the work you performed; a description of the work you performed; whether and to what extent you used the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and your profits realized from that job.

25. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please identify the name and address of the "shop;" the exact dates of service; the names of the service technician(s) who inspected or repaired the subject Track Loader; any issues that were identified while the Compact Track Loader was in the "shop;" whether the issues were ultimately repaired or corrected; whether the repairs were covered under warranty; and the amount of out-of-pocket expenses you paid for any issues not covered under warranty.

26. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please state whether you claim any lost business or profits during that period of time. If so, for each such instance, please identify the names,

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addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

27. Identify any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

28. Identify all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.

29. Are you still in possession of the Caterpillar? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.

30. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

May 16, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's Second Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

May 16, 2019

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S SECOND SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its Second Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

29. All documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.

30. All documents, including, but not limited to, correspondence and records of sale for any time that the subject Compact Track Loader has been traded, sold, auctioned, or repossessed.

31. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please produce all documents evidencing your expenses actually incurred in connection with your performance of that job as well as your profits realized from that job.

32. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce any documents evidencing the amount of out-of-pocket expenses you paid for any issues not covered under warranty.

33. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce all documents evidencing any claim for lost business or profits during that period of time. For each such claim of lost business or profits, produce documents sufficient to identify the names, addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

34. Produce any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to

Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

35. Produce all documents regarding and any all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.

36. All documents, including, but not limited to, correspondence and records of sale for any time that the Caterpillar has been traded, sold, auctioned, or repossessed.

37. All documents identified, mentioned, or referred to in Plaintiff's Answers to CEC's Second Set of Interrogatories or relief upon by Plaintiff or the attorney(s) for Plaintiff in responding to those Interrogatories.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

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Scott D. MacLatchie
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Columbia, South Carolina

May 16, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's Second Set of Requests for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

May 16, 2019

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Scott MacLatchie

From: Scott MacLatchie
Sent: Tuesday, July 16, 2019 12:54 PM
To: 'Delane Rosemond'
Cc: denise@rosemondlawfirm.com
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Great. Thank you!

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, July 16, 2019 11:26 AM
To: Scott MacLatchie <scott.maclatchie@nelsonmullins.com>
Cc: denise@rosemondlawfirm.com; Sharon Wotherspoon <sharon.wotherspoon@nelsonmullins.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

No problem. It's going in the mail today

Delane

On Mon, Jul 15, 2019 at 5:13 PM Scott MacLatchie <scott.maclatchie@nelsonmullins.com> wrote:

> Delane,
>
> I hope you are doing well. I wanted to ask you how you are progressing in responding to my client's discovery deficiency letter. It has been two months since we since it out and we have not heard back from you. We have waited about as long as we can on this one. Please address each item in our letter and produce any documents that we have identified no later than one week from today on July 22, 2019, or else we will file a Motion to Compel.
>
> Thank you,
>
> Scott
>
> **From:** Delane Rosemond <delane.rosemond@gmail.com>
> **Sent:** Thursday, May 16, 2019 8:00 PM
> **To:** Lynn Dillard <lynn.dillard@nelsonmullins.com>
> **Cc:** Jay Thompson <Jay.Thompson@nelsonmullins.com>; Scott MacLatchie <scott.maclatchie@nelsonmullins.com>; denise@rosemondlawfirm.com; dmorgan@mgclaw.com
> **Subject:** Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Jay - Thanks for the letter. I will work on this next week. Also if you want to look at dates for depositions let start talking now because I'm gone a lot in June, July and first part of August

Delane

Denise - Please get in touch with Brandon and have him make an appointment to see me.

Delane

On Thu, May 16, 2019 at 1:39 PM Lynn Dillard <lynn.dillard@nelsonmullins.com> wrote:

> Please see the attached correspondence in the above-referenced matter.
>
> Thank you.

NELSON MULLINS

LYNN DILLARD SENIOR ADMINISTRATIVE ASSISTANT

lynn.dillard@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

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--

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Scott MacLatchie

From: Jay Thompson
Sent: Monday, August 5, 2019 11:30 AM
To: delane@rosemondlawfirm.com
Cc: denise@rosemondlawfirm.com
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc

Delane,
Our second interrogatories and requests for production were served upon you by mail on May 16, 2019. By our calculations, the responses were due by June 21. We are more than a month and a half beyond that deadline, but we have not received any responses. Please send the responses within 5 days or contact us to make some other arrangement so we can avoid filing a motion to compel.
Thank you,
Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
T 803.255.9300 F 803.255.5187
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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
Plaintiff,	)	
vs.	)	**CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S MOTION FOR SANCTIONS AND TO COMPEL DISCOVERY RESPONSES**
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	
Defendants.	)	

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, respectfully submits its Motion for Sanctions against Plaintiff pursuant to Rule 37(d), SCRCP, and its second Motion to Compel Discovery Responses from Plaintiff pursuant to Rule 37(a), SCRCP.

I. Procedural History

CEC's First Set of Interrogatories and Requests for Production to Plaintiff were served upon Plaintiff's counsel by United States mail on January 25, 2019. *See* **CEC's Motion for Sanctions and to Compel_000001 to _000017**. Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be provided within one week. *See* **CEC's Motion for Sanctions and to Compel_000018 to _000019**. Approximately two minutes later, Plaintiff's counsel responded by email that he would respond by Friday, March 8, 2019. *Id.*

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After Plaintiff's counsel did not respond, the undersigned counsel filed its first Motion to Compel Discovery Responses on March 18, 2019. *See* **CEC's Motion for Sanctions and to Compel_000020 to _000042**. Plaintiff's counsel waited until 9:55 p.m. on April 2, 2019—the night before the scheduled hearing on CEC's Motion to Compel—to send his client's responses via email to the undersigned counsel. *See* **CEC's Motion for Sanctions and to Compel_000043 to _000079**. Thereafter, because Plaintiff's counsel had produced at least minimal responses, CEC's counsel cancelled the hearing on its Motion to Compel. *See* **CEC's Motion for Sanctions and to Compel_000080 to _000081**.

Upon a close examination of Plaintiff's discovery responses and document production, the undersigned counsel became aware of several deficiencies in Plaintiff's responses. Specifically,

- Plaintiff failed to respond to Interrogatory No. 6;
- Plaintiff copy and pasted its Answer to Interrogatory No. 2 in response to Interrogatory Nos. 8 and 10;
- Plaintiff copy and pasted its Answer to Interrogatory No. 7 in response to Interrogatory No. 11;
- Plaintiff did not provide a complete response in response to Interrogatory Nos. 9, 13, and 21;
- Plaintiff did not provide a signed and notarized Interrogatory verification page as required by Rule 33(a), SCRCP;
- Plaintiff failed to produce documents substantiating its claims for damages as described in response to Request for Production No. 11; and
- Plaintiff did not provide substantive responses at all to a number of Requests for Production, only stating some variety of the phrase "See answers to #13 and 2" in

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response to Requests for Production Nos. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28.

In addition to the above, in its discovery deficiency letter, the undersigned counsel asked Plaintiff's counsel to reproduce certain pages in its document production that were difficult to read and were scanned in a way that lines of text were missing from multiple pages. *See* **CEC's Motion for Sanctions and to Compel_000082 to _000087**. The undersigned counsel sent this letter to Plaintiff's counsel on May 16, 2019.

At the same time that the undersigned counsel sent its discovery deficiency letter to Plaintiff's counsel, it also served CEC's Second Set of Interrogatories and Requests for Production of Documents on Plaintiff's counsel. *See* **CEC's Motion for Sanctions and to Compel_00088 to _000102**. That same day, on May 16, 2019, Plaintiff's counsel emailed the undersigned counsel, stating "Jay – thanks for the letter. I will work on this next week." *See* **CEC's Motion for Sanctions and to Compel_000103 to _000104**.

Two months later, on July 15, 2019, the undersigned counsel emailed Plaintiff's counsel to inquire into his progress in responding to CEC's discovery deficiency letter. *See* **CEC's Motion for Sanctions and to Compel_000103**. That same day, Plaintiff's counsel responded, "No problem. It's going in the mail today[.]" *Id.* At the time of the drafting of this Motion, it has been almost one month since Plaintiff's counsel said he would be mailing his client's responses to CEC's discovery deficiency letter. However, the undersigned counsel never received any such responses.

On August 5, 2019, the undersigned counsel emailed Plaintiff's counsel to inquire into his progress in responding to CEC's Second Set of Interrogatories and Requests for Production of Documents. *See* **CEC's Motion for Sanctions and to Compel_000106**. Plaintiff's counsel

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completely failed to respond to this email or produce any responses whatsoever to CEC's second set of discovery requests.

II. CEC's Motion for Sanctions

As of the date of this Motion, it has been nearly three months since CEC served its discovery deficiency letter as to its first set of discovery requests to Plaintiff and nearly three months since CEC served its second set of discovery requests to Plaintiff. As stated above, Plaintiff completely failed to provide a single response to these documents.

Because Plaintiff's counsel has completely failed to respond to CEC's second set of discovery requests and email correspondence from the undersigned counsel regarding same, CEC respectfully requests that this Court order that CEC be entitled to the relief prescribed in Rule 37(d), SCRCP. Rule 37(d) provides that if a party fails

> (2) to serve answers or objections to interrogatories submitted under Rule 33, after proper service of the interrogatories, or (3) to serve a written response to a request for inspection submitted under Rule 34, after proper service of the request, the court in which the action is pending on motion may make such orders in regard to the failure as are just, and among others it may take any action authorized under paragraphs (A), (B), and (C) of subdivision (b)(2) of this rule. In lieu of any order or in addition thereto, the court shall require the party failing to act or the attorney advising him or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.
>
> The failure to act described in this subdivision may not be excused on the ground that the discovery sought is objectionable unless the party failing to act has applied for a protective order as provided by Rule 26(c).

Rule 37(d), SCRCP (emphasis added).

Rule 37(b) provides that the Court may enter:

> (A) An order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;

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> (B) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;
>
> (C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party . . . .

Rule 37(b)(A)-(C), SCRCP.

In other words, Rule 37(b) provides sanctions for the violation of an order of the Court to provide or permit discovery while Rule 37(d) "provides for sanctions against a party who fails to answer interrogatories or attend his own deposition." *Downey v. Dixon*, 294 S.C. 42, 44, 362 S.E.2d 317, 318, n.1 (Ct. App. 1987). The distinction between Rule 37(b) and Rule 37(d) is that there must be an order of the Court before sanctions are imposed under subdivision (b), while under subdivision (d) a party may move directly for the imposition of sanctions. *Id.*

Rule 37 expressly grants the trial court power to order dismissal for either the violation of a court order, or, upon motion, for a party's failure to respond to certain discovery requests. Rule 37(b)(2)(C) & (d), SCRCP. However, when the court orders default or dismissal, or the sanction itself results in default or dismissal, the end result is nevertheless harsh medicine that should not be administered lightly. *See generally Orlando v. Boyd*, 320 S.C. 509, 466 S.E.2d 353 (1996); *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991). Before invoking this severe remedy, the trial court must determine that there is some element of bad faith, willfulness, or gross indifference to the rights of other litigants. *Karppi v. Greenville Terrazzo Co.*, 327 S.C. 538, 543, 489 S.E.2d 679, 682 (Ct. App. 1997). The sanction imposed should be reasonable, and the court should not go beyond the necessities of the situation to foreclose a decision on the merits of a case. *Balloon Plantation v. Head Balloons*, 303 S.C. 152, 399 S.E.2d 439 (Ct.App.1990). The sanction should be aimed at the specific misconduct of the party

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sanctioned. *Balloon Plantation*, 303 S.C. at 154, 399 S.E.2d at 440. Furthermore, whatever sanction is imposed should serve to protect the rights of discovery provided by the Rules of Civil Procedure. *Kershaw Co. Bd. of Educ. v. United States Gypsum Co*., 302 S.C. 390, 396 S.E.2d 369 (1990).

Throughout this litigation, Plaintiff has demonstrated both bad faith and a gross indifference to the rights of CEC by (1) failing to respond to CEC's First Set of Interrogatories and Requests for Production in time, thus necessitating a Motion to Compel; (2) waiting until the eleventh hour to provide responses—which, as described above and in the attached discovery deficiency letter, were inadequate and deficient in several ways—to avoid a hearing on the Motion to Compel; (3) stating that he would work on responding to the discovery deficiency letter and/or second set of discovery requests and then not provide any indication that he had done so by the deadline he set for himself; (4) then, after not doing anything, stating two months later that Plaintiff's responses were going out in the mail, but then not actually doing so; (5) and then three weeks after that, failing to respond to correspondence from the undersigned counsel regarding his failure to provide *any* answers to CEC's discovery requests. This sequence of events illuminates Plaintiff's bad faith, dilatoriness, and gross indifference to CEC's rights. The undersigned counsel have been assured—in writing—on multiple occasions that Plaintiff would address all identified deficiencies, even going so far as saying responses would be going in the mail that same day, despite never doing so. To make matters worse, Plaintiff completely disregarded CEC's second set of discovery requests entirely, not even providing a response to the undersigned counsel's correspondence regarding same.

CEC believes that it is entitled to the following relief pursuant to its Motion for Sanctions: (1) an order dismissing the action pursuant to Rule 37(d)'s authorization for such relief according

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to Rule 37(b)(2)(C), and (2) CEC's "reasonable expenses, including attorneys' fees, caused by the failure," as *required* by Rule 37(d) if the Court finds that the failure was unjustified. Plaintiff had an opportunity to object to any of CEC's discovery requests as well as seek a protective order pursuant to 37(d), but he has not done so. As such, Plaintiff's counsel's "failure to act [as] described in this subdivision may not be excused on the ground that the discovery sought is objectionable." Rule 37(d), SCRCP.

III. CEC's Motion to Compel

Should the Court not grant CEC's Motion for Sanctions in whole or in part, CEC submits that it should also be entitled to relief pursuant to rule 37(a). Specifically, based on the reasons enumerated above, CEC respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's discovery deficiency letter and to supplement its responses to CEC's First Set of Interrogatories and Requests for Production to Plaintiff as necessary. CEC also respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's Second Set of Interrogatories and Requests for Production to Plaintiff. Pursuant to Rule 37(a)(4), SCRCP, Defendant further requests that this Court order Plaintiff to pay CEC's reasonable expenses in obtaining the order, including but not limited to, the cost of filing this motion and attorneys' fees.

Pursuant to Rule 11, SCRCP, the undersigned counsel certifies that, prior to filing this motion, they have communicated in writing with opposing counsel and have attempted in good faith to resolve the matter contained in the motion but were unable to resolve the matter.

<< Signature on Next Page >>

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ Jay T. Thompson

Jay T. Thompson
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E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

August 15, 2019

Certificate of Electronic Notification

Recipients

Jay Thompson - Notification transmitted on 08-15-2019 04:41:37 PM.

Edward Rosemond - Notification transmitted on 08-15-2019 04:41:37 PM.

Amber Hendrick - Notification transmitted on 08-15-2019 04:41:37 PM.

Grenville Morgan - Notification transmitted on 08-15-2019 04:41:37 PM.

ELECTRONICALLY FILED 2019 Aug 26 04:41 PM CDT
IN THE SUPREME COURT OF THE STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
No. 123804
E-FILED
Transaction ID: 4-19-0516
File Date: 8/26/2019 4:41:00 PM
Service Date: 8/26/2019 4:41:00 PM
Reviewing Clerk: Kathy Gosnell

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****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2018CP2304516

Official File Stamp:	08-15-2019 04:40:14 PM
Court:	CIRCUIT COURT
	Common Pleas
	Greenville
Case Caption:	Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al
Document(s) Submitted:	Motion/Compel
	- Exhibit/Filing of Exhibits
Filed by or on behalf of:	Jay T. Thompson

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Amber Modestine Steele Hendrick for Bobcat Company Inc

Grenville D. Morgan, Jr. for Bobcat Of Greenville LLC

Edward Delane Rosemond for Iron Works Productions Llc

Jay T. Thompson for Bobcat Company Inc

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

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NELSON MULLINS

Jay T. Thompson
T 803.255.9300 F 803.255.9493
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NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

1320 Main Street | 17th Floor
Columbia, SC 29201
T 803.799.2000 F 803.256.7500
nelsonmullins.com

January 25, 2019

E. Delane Rosemond, Esquire
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

We enclose herewith and serve upon you by mail the following documents in the above-referenced matter:

1. Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff; and
2. Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff.

Very truly yours,

Jay T. Thompson

JTT:lwd
Enclosures
cc: Doc Morgan, Jr., Esquire

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

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10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
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Amber M. Hendrick
SC Bar No. 102963
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

ELECTRONICALLY FILED 2022 Aug 19 9:24 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

   b. All opinions to which the expert is expected to testify;

   c. The data, facts, or information considered by the expert in forming his opinions;

   d. The specific factual basis or other grounds for each opinion; and

   e. Whether the expert prepared a written report or notes and who has possession of such report or notes.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

5. Identify all directors, officers, employees, agents, representatives, or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff

6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

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from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

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12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modification, or service; the person or entity who performed each repair, modification, or service; the hours display on the hour meter at the time of each repair, modification, or service; and the reason for each repair, modification, or service.

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010, and provide a brief summary of the subject matter of each lawsuit.

17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

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19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
1320 Main Street / 17th Floor
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

FILED IN THE COURT OF COMMON PLEAS - CASE #2018CP2304516
ELECTRONICALLY FILED 2019 Aug 19 4:24 PM GREENVILLE

CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:14 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

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--
E. Delane Rosemond
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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **MOTION TO COMPEL DISCOVERY RESPONSES**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), by and through undersigned counsel, respectfully submits this Motion to Compel Discovery Responses.

CEC's Interrogatories and Requests for Production were served upon Plaintiff's counsel by United States mail on January 25, 2019 *See* **Exhibits A & B**. Pursuant to Rules 33 and 34, SCRCP, Plaintiff's responses were due on or about March 1, 2019.

On March 6, 2019, the undersigned counsel for CEC sent an email to Plaintiff's counsel requesting that Plaintiff's counsel providing notice that the discovery responses were overdue and requesting that the responses be provided within one week. *See* **Exhibit C**. Approximately two minutes later, Plaintiff's counsel responded by email that he would respond by Friday, March 8, 2019.

Plaintiff's counsel has not responded, and Plaintiff has produced no responses to the discovery requests.

As of the date of this motion it has been 52 days since CEC served its written discovery requests on Plaintiff, but Plaintiff has failed to provide any responses.

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For these reasons, CEC respectfully requests that this Court enter an order compelling Plaintiff to serve responses to CEC's Interrogatories and Requests for Production to Plaintiff. Pursuant to Rule 37(a)(4), SCRCP, Defendant further requests that this Court order Plaintiff to pay CEC's reasonable expenses in obtaining the order, including but not limited to, the cost of filing this motion and attorney's fees.

Pursuant to Rule 11, SCRCP, the undersigned counsel certifies that, prior to filing this motion, he has communicated in writing with opposing counsel and has attempted in good faith to resolve the matter contained in the motion but was unable to resolve the matter.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson
Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

March 18, 2019

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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EXHIBIT A

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,)	Civil Action No. 2018-CP-23-04516
)	
Plaintiff,)	
)	
vs.)	**CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**
)	
Bobcat of Greenville, LLC and Bobcat Company, Inc.,)	
)	
Defendants.)	
)	

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "you" and/or "your" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "identify" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "and" as well as "or" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "person" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

1. Give the names, addresses and telephone numbers of persons known to Plaintiff to be witnesses concerning the facts of the case, and indicate whether or not written or recorded statements have been taken from the witnesses including who has possession of such statements and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness and provide a copy of any written or recorded statements taken from such witnesses.

2. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to any claim or defense in this case.

3. List the names and addresses of any expert witnesses whom Plaintiff proposes to use at the trial of this case and, for each such expert, provide the following:

   a. The subject matter to which the expert is expected to testify;

   b. All opinions to which the expert is expected to testify;

   c. The data, facts, or information considered by the expert in forming his opinions;

   d. The specific factual basis or other grounds for each opinion; and

   e. Whether the expert prepared a written report or notes and who has possession of such report or notes.

4. Set forth the names and addresses of all insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

5. Identify all directors, officers, employees, agents, representatives, or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff.

6. State the names, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment

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from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects, that you contend existed with the Compact Track Loader.

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

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12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modification, or service; the person or entity who performed each repair, modification, or service; the hours display on the hour meter at the time of each repair, modification, or service; and the reason for each repair, modification, or service.

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010, and provide a brief summary of the subject matter of each lawsuit.

17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____
Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

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EXHIBIT B

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S FIRST REQUEST FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its First Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "you" and/or "your" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.

2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.

3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.

4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).

7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

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10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.

11. All documents supporting Plaintiff's claims for damages.

12. A current résumé and curriculum vitae for each expert you have retained.

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

14. All reports relating to this case prepared by any expert.

15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.

15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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17. Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

18. Any and all documents related to the sale of the Compact Track Loader and the Attachment to Plaintiff including, but not limited to, receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

19. Any and all documents that evidence, relate to, or refer to any repairs performed on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

20. Any and all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

21. Any and all documents that evidence, relate to, or refer to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

22. Any and all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

23. Any and all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Amber M. Hendrick
SC Bar No. 102963
E-Mail: amber.hendrick@nelsonmullins.com
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Post Office Box 11070 (29211-1070)
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Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

January 25, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's First Request for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

January 25, 2019

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP230516

EXHIBIT C

ELECTRONICALLY FILED - 2019 Mar 18 10:00 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Lynn Dillard

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Wednesday, March 6, 2019 4:14 PM
To: Jay Thompson
Cc: Denise West
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et al. - C/A No. 2018-CP-23-04516

Jay - They are sitting right in front of me on my desk. I will look at them and get back to you before Friday.

Delane

On Wed, Mar 6, 2019 at 4:12 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Delane,
>
> We served our interrogatories and requests for production on you by mail on January 25. The due date for the responses was this past Friday, March 1, but we have not received any responses. Please serve your responses by one week from today so we can avoid filing a motion to compel. This email will serve as our Rule 11 consultation before filing a motion to compel.
>
> Thank you,
>
> Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER

Jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9300 F 803.256.5187

NELSONMULLINS.COM VCARD VIEW BIO

ELECTRONICALLY FILED - 2023 May 15 4:40 PM GREENVILLE COMMON PLEAS CASE#2018CP2304516

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--

E. Delane Rosemond
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ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, April 2, 2019 9:55 PM
To: Jay Thompson
Cc: Doc Morgan; Denise West; Delane Rosemond
Subject: Plaintiff's Discovery Answers and Responses
Attachments: Responses to Request for Production from CLARK EQUIPMENT dba Bobcat Company.pdf; Answers to Clark Equipment Discovery.4.2.19.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

◄External Email► - From: delane.rosemond@gmail.com

Jay - Attach you will find our discovery answers. I will have my paralegal put a copy in the mail to you tomorrow.

Delane

--
E. Delane Rosemond
Attorney
The Rosemond Law Firm, P.A.
P. O. Box 1498
339 By-Pass 123
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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS
IRONWORKS PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	)	C/A N0.: 2018-CP-23-04516 **PLAINTIFF'S ANSWERS TO CLARK EQUIPMENT COMPANY D/B/A, BOBCAT COMPANY'S FIRST SET OF INTERROGATORIES**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the undersigned attorney for the Plaintiff does answer said interrogatories:

1. Provide the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements:

ANSWER

a) Brandon McAlister
Biggerstaff Rd.
Seneca, SC 29678

b) Anne McAlister
237 Biggerstaff Rd.
Seneca, SC 29673

c) Haskell Dill
228 Brock Road
Westminster, SC 29693

ELECTRONICALLY FILED 2022 Nov 10 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

d) **Tyler Smith**
237 Biggerstaff Road
Seneca, SC 29672

e) **Drew Morgan**
811 Bellview Way
Seneca, SC 29678

f) **Julie King**
15049 Beacon Shores Drive
Seneca, SC 29672

g) **Greg Gooding**
597 Frenge Branch Road
Seneca, SC 29672

h) **Adam Donner**
250 East Beaton
West Fargo, ND 58028

i) **Adam Mauch**
250 East Beaton
West Fargo, ND 58028

j) **Rich Goldsbury**
250 East Beaton
West Fargo, ND 58028

k) **Rose at Bobcat Customer Service**
250 East Beaton
West Fargo, ND 58028

l) **Mary at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

m) **Kari at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

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n) **Scott Park**
Doosan Tower 18-12
Euljiro 6-ga
Jung-gu
Seoul, South Korea

o) **Daniel Hollingsworth**
2512 River Rd.
Piedmont, SC

p) **Brad Daniels**
2512 River Rd.
Piedmont, SC

q) **Frank Hollowell**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
Canada

r) **Mario Pelletier**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

s) **Andre Bias**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

No written, or recorded statements have been taken from any witness.

ELECTRONICALLY FILED 2022 Nov 14 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

2. Set forth a list of photographs, plats, sketches, or other prepared documents of any kind in your possession that relate to the allegations of the Complaint, any defense asserted by any of the Defendants, or the facts and circumstances of this case.

ANSWER

a) Note from Ron Ferrell on 8/9/18 regarding mulching

b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property

c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing

d) Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC

e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home

f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg

g) Quote from client on 1/24/18 to Lake Keowee Ford

h) Email 5/14/18 from client to Brad at Bobcat

i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown

j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540

k) Email 3/16/18 picture of Bobcat

l) Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support

m) Email 4/3/18 from client to Brad at Bobcat

n) Multiple emails from client to Daniel Hollingsworth and Bobcat

o) Service Invoice 08/10/18

p) Service Invoice 05/07/18

q) Service Invoice 05/14/18

r) Service Invoice 04/30/18

s) Service Invoice 09/19/18

t) Service Invoice 01/31/18

u) Service Invoice 02/01/18

v) Service Invoice 01/10/18

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w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

aa) **Email from client on 4/10/18 to Mario Pelletier**

bb) **Invoice Gator Made Trailers, Inc. 11/9/18**

cc) **Statement Blanchard CAT 9/30/18**

dd) **Wells Fargo Invoice 10/20/18**

ee) **Wells Fargo Notice of Default 9/27/18**

ff) **Service Invoice 07/26/18**

gg) **Service Invoice 07/06/18**

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ii) **Service Invoice 05/07/18**

ii) **Service Invoice 04/30/18**

jj) **Service Invoice 03/19/18**

kk) **Service Invoice 01/31/18**

ll) **Service Invoice 01/10/18**

3. List the names and addresses of any expert witness whom you or your counsel propose to use as a witness at the trial of this case and set forth a summary of the expert's opinions.

ANSWER

No expert witnesses have been identified at this time. However, Plaintiff and her counsel reserve the right to identify expert witnesses at a later date.

ELECTRONICALLY FILED 2022 Nov 10 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

4. Set forth the names and addresses of al insurance companies which have liability insurance coverage for Plaintiff and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER

No liability coverage for this incident.

5. Identify all directors, officers, employers, agents, representatives or other personnel of Plaintiff and as to each describe their involvement responsibilities to or with Plaintiff.

ANSWER

Brandon McAlister - Member

Anne McAlister - Member

6. State the name, addresses and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) wo observed the Compact Track Loader fail to operate as expected at any time.

7. Identify with specificity all problems, issues, defects that you contend existed with the Compact Trade Loader

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

ELECTRONICALLY FILED 2022 Nov 10 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

***March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**

***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

ELECTRONICALLY FILED 02/20/2024 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

8. Identify all jobs or projects on which the Compact Track Loader was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Compact Track Loader; the customer or client; the contractor who hired you; each and every individual who operated the Compact Track Loader; the amount you invoiced; and the amount you were paid.

ANSWER

ELECTRONICALLY FILED - 2022-Aug-16 10:42:04 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

d) **Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC**

e) **Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home**

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k) **Email 3/16/18 picture of Bobcat**

l) **Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support**

m) **Email 4/3/18 from client to Brad at Bobcat**

n) **Multiple emails from client to Daniel Hollingsworth and Bobcat**

o) **Service Invoice 08/10/18**

p) **Service Invoice 05/07/18**

q) **Service Invoice 05/14/18**

r) **Service Invoice 04/30/18**

s) **Service Invoice 09/19/18**

t) **Service Invoice 01/31/18**

u) **Service Invoice 02/01/18**

v) **Service Invoice 01/10/18**

w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

ELECTRONICALLY FILED 2022 Nov 11 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

aa) Email from client on 4/10/18 to Mario Pelletier

bb) Invoice Gator Made Trailers, Inc. 11/9/18

cc) Statement Blanchard CAT 9/30/18

dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

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ii) Service Invoice 05/07/18

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jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

9. For any and all individuals who operated the Compact Track Loader at any time, identify the person's name, training in use of compact track loaders or other machinery, and experience in use of compact track loaders or other machinery.

Answer:

Brandon McAlister

Haskell Dill

Tyler Smith

10. Identify all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including the following for each job or project: the specific location; date you were contacted; the customer, client, and/or contractor who contacted you; description of the overall job or project; description of the work requested using the Compact Track Loader; the anticipated duration of the work requested using the Compact Track Loader; all

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reason(s) you did not accept or complete the work; and the dollar amount you would have been paid for the work requested using the Compact Track Loader.

ANSWER

a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

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ii) **Service Invoice 04/30/18**

jj) **Service Invoice 03/19/18**

kk) **Service Invoice 01/31/18**

ll) **Service Invoice 01/10/18**

11. Identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

ELECTRONICALLY FILED 2022 Nov 14 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

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***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

ELECTRONICALLY FILED 2022 Nov 14 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

12. Identify the dollar amounts you contend you would have been paid for any and all work you were unable to complete using the Compact Track Loader or a loaner or temporary piece of equipment.

ANSWER

a) Based on receipt

- $18,970
- $18,670
- $20,000

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- $30,000
- $17,270
- $51,500
- $16,450

Subtotal **$172,680**

b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment) **$**

Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed **$ 3,600**

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine……. **$10,250**

e) Damage to my name and business……. **$2,000,000**

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL $2,373,160

13. State the name, address, and telephone number of each and every customer, client, or contractor who expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader.

ELECTRONICALLY FILED 2023 Nov 16 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ANSWER

a) Mr. Dill will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

b) Mr. Smith will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

c) Mr. Morgan will testify as he witnessed the break downs, right track falling off as well as the general loss of use due to the machine being in the shop so much.

d) Mr. Gooding will testify that he witnessed the general loss of use, loss of jobs due to the machine staying in the shop and delayed jobs including his own.

e) Ms. King will testify as to the daily stress of myself not being able to use the machine and that it was costing me money and not completing jobs.

f) Ms. McAlister will testify as to the break downs, right track falling off after the fact; moreover, she has had to provide monies to me because of the machine not working properly and notes payments were due.

g) Mr. Donner should testify as to the many phones I made to him asking him to buy back the machine after telling me "I am sure you will have no more issues with it back in April and/or May 2018. Furthermore, he should indicate that after a while my phone call went unanswered after leaving messages after May 2018.

h) Mr. Mauch should testify that I asked him to buy back the machine; he should indicate that my calls went ignored after leaving messages on several occasions after the May 2018 incident.

i) Mr. Rich Goldsbury and his assistant Kari should testify to me that "I just couldn't call the president of a multibillion-dollar global corporation and they passed me on to Adam Donner. Should testify that I called many times, leaving detailed messages, which were ignored and speaking to various assistants only to be sent back to other people in the company that didn't have the authority to may buy back decisions.

j) Ms. Rose should testify that she is a customer service representative and she took my calls when I called to complain about the machine.

k) Ms. Mary and Keri should testify of my discussing my experience with this machine and I can call them to testify that they had in-depth knowledge of my issue with this machine.

l) Mr. Park should testify that the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and touting or helping others.

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m) Mr. Hollingsworth should testify about discussions regarding the Bobcat machinery and my client. hat the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and outing or helping others.

n) Mr. Daniels should testify about discussions regarding the Bobcat machinery and my client.

o) Mr. Hollowell should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

p) Mr. Pelletier should testify regarding the machine when he came out to the residence to fix the Bobcat.

q) Mr. Bias should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

14. Identify any and all repairs, modifications, service, or other work done to the Compact Track Loader, including the date of each repair, modifications, or service; the person or entity who performed each repair, modifications, or service; and the reason for each repair, modification, or service.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

***January 13, 2018 – machine in shop. Client was not supplied a work order.**

***March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**

***April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**

ELECTRONICALLY FILED 02/20/2020 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

***May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**

***May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**

(This is when I stopped getting invoices for time in the shop)

***June 14, 2018 – machine in shop.**

***June 27, 2018 – machine in shop (see text messages with Daniel)**

***July 3, 2018 – machine back in shop due to hydraulic leak I believe**

***July 17, 2018 -machine back in shop.**

***July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**

***August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**

***August 11, 2018 – machine dies moving mulch.**

***August 13, 2018 – see transcript from Daniel text messages.**

***August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

***October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

***Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.**

***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

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***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

15. State whether the Compact Track Loader was ever involved in a collision/improperly used/undersigned or otherwise damaged, and if so, the extent of the damage and the names of the individuals involved in the collision and any repairs needed for the Compact Track Loader.

Answer:

No

16. List any other civil actions to which Plaintiff or any of its principals have been a party since January 1, 2010 and provide a brief summary of the subject matter of each lawsuit.

Answer:

Wells Fargo vs. Iron Work Productions, LLC and Brandon McAlister

Lawsuit over the payment of the Compact Track Loader.

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17. Identify all licenses, certifications, specializations, or qualifications held by Plaintiff or any of its principals at any time since January 1, 2010.

Answer:

Business License

18. Set forth an itemized statement of all damages claimed to have been sustained by Plaintiff, including the category of damages claimed as well as specifying the amount of damages, specifically including but not limited to a breakdown of the dollar figures alleged in sub-paragraphs B, C, and D of the "WHEREFORE" paragraph of your Complaint.

ANSWER

g) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal	**$172,680**
h) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	**$**
Costs of Caterpillar machine ($146,750.00)	
i) Purchase of a trailer for Caterpillar since repossessed	**$ 3,600**
j) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine…….	**$10,250**
k) Damage to my name and business……	**$2,000,000**
l) Revenue lost due to Bobcat breakdown	

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- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL **$2,373,160**

19. If Plaintiff contends that any industry standards, regulations, or other alleged requirements were violated by CEC, then identify such and explain what CEC should have done differently to prevent such violation.

Answer:

Plaintiff has not learned of any industry standards are such at this point.

20. Identify all documents in your possession, custody, or control that relate to, refer to, or concern the allegations contained in the Complaint.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

ELECTRONICALLY FILED 2022 Nov 14 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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ELECTRONICALLY FILED 2022 Nov 11 10:42 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

***September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**

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***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

21. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Request for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

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ANSWER:

***This Bobcat was a lemon. There was the warranty that came with the machine. It was extended because I did not have it that long. Daniel Hollingsworth did as he was told by Bobcat corporate and upper management at the Bobcat dealer in fixing the machine to the best of his ability. Due to the consistent nature of repairs, a buy back should have been offered but that would have to come from upper management at Bobcat of Greenville. Brad even agreed during a conversation that it should have been bought back at one point and that would be the right thing to do.**

***What vexes me is the T870 is Bobcat's flagship machine having the highest horsepower in their compact truck loader line, the most sought-after machine in the industry according to the Bobcat sales team. I was told there was a waiting list to even get one. Yet, there are no T870 models in the rental fleet. None available for demonstration and this, if such a wonderous machine could have been easily bought back, used in rental or demonstration to sell more and the money from the buy back could have been easily recouped by the dealership in no time if it was as great as touted.**

Respectfully submitted,

THE ROSEMOND LAW FIRM, P.A.

BY: _____

E. Delane Rosemond
Attorney for the Plaintiff
P.O. Box 1498
Seneca, SC 29679
(864) 888-2832
(864) 886-9072 Fax

April 1, 2019

ELECTRONICALLY FILED 2022-09-19 10:24 AM GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Seneca, South Carolina

8. Identify any and all documents which purport to extend any warranties for the subject piece of machinery.

ANSWER:

***Please see Bobcat web page documents: while no warranties are expressed it is implied that by purchasing a Bobcat T870 you are getting a machine that is:**

*** engineered for reliability which reduces downtime;**

*** "one tough animal" for the most demanding job sites;**

*** with unprecedented levels of durability, reduced maintenance requirements, and faster track cleanout, you'll wonder how you ever got along without it.**

*** Every skid-steer and compact track loader is engineered with multiple protection technologies. Working together, they protect your machine and decrease the risk of failure. For you, that means better reliability and the confidence to do your work.**

9. State in detail the facts which support the allegations that the Plaintiff lost customers, business, and revenue and identify the names and addresses of any witnesses who will testify to these facts and any documents which support these facts.

ANSWER:

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*** You cannot run a business with a machine that stays in the shop.**

*** it's extremely difficult to maintain a good name when you promise customers that you will be there and not be able to show up due to the equipment being down.**

***equipment tearing up several times on a job that the customer wants completed causing them delays in their project.**

***getting a call that they found someone who could do it sooner and they don't need you anymore.**

***finding out later that they paid another person more because you couldn't do the job as promised.**

***when you hear that you cannot be trusted to complete a job on time or hear that someone said not to hire you because you cannot get a to a job and say your machine is in the shop.**

*** a customer is 4 times more likely to defect to a competitor if the problem is service related than price or product. —Bain & Company**

***Price is not the main reason for customer churn; it is due to the overall poor quality of customer service – Accenture global customer satisfaction report 2008.**

*** A dissatisfied customer will tell between 9-15 people about their experience. Around13% of dissatisfied customers tell more than 20 people. – White House Office of Consumer Affairs.**

***70% of buying experiences are based on how the customer feels they are being treated. - McKinsey**

***it costs 6-7 times more to acquire a new customer than to retain an existing one- Bain & Company**

10. Set forth how many payments were made towards the purchase of this machine. Identify the amounts paid and the dates paid to any company who financed the machinery.

ANSWER:

Bobcat:

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

	$465.84
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
TOTAL	$2,559.92

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	) IN THE COURT OF COMMON PLEAS))	
IRONWORKS PRODUCTIONS, LLC Plaintiff,	) C/A N0.: 2018-CP-23-04516))	
vs.	)	**PLAINTIFF'S RESPONSES TO CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY REQUEST FOR PRODUCTIONS**
BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	)	

TO: JAY T. THOMPSON, ATTORNEY FOR CLARK EQUIPMENT COMPANY d/b/a BOBCAT COMPANYOF GREENVILLE

The Plaintiff, Ironworks Production, by and through his undersigned attorneys, hereby produce, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following documents:

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader (CTL) was used.

   RESPONSE: None

2. All correspondence, reports, letters, or memoranda by any person or entity related to the CTL.

   RESPONSE:

   a) Note from Ron Ferrell on 8/9/18 regarding mulching

   b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property

   c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing

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d) Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC

e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home

f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg

g) Quote from client on 1/24/18 to Lake Keowee Ford

h) Email 5/14/18 from client to Brad at Bobcat

i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown

j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540

k) Email 3/16/18 picture of Bobcat

l) Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support

m) Email 4/3/18 from client to Brad at Bobcat

n) Multiple emails from client to Daniel Hollingsworth and Bobcat

o) Service Invoice 08/10/18

p) Service Invoice 05/07/18

q) Service Invoice 05/14/18

r) Service Invoice 04/30/18

s) Service Invoice 09/19/18

t) Service Invoice 01/31/18

u) Service Invoice 02/01/18

v) Service Invoice 01/10/18

w) Service Invoice 01/11/18

x) Machining Trader Order Confirmation 04/24/18

y) Bobcat Web Screen shots for Bobcat, Inc.

z) Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded

aa) Email from client on 4/10/18 to Mario Pelletier

bb) Invoice Gator Made Trailers, Inc. 11/9/18

cc) Statement Blanchard CAT 9/30/18

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dd) Wells Fargo Invoice 10/20/18

ee) Wells Fargo Notice of Default 9/27/18

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

hh) Service Invoice 05/25/18

ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

3. All color photographs, diagrams, or other documents whether in hard copy or electronic format relating to the CTL or any of the matters in this suit.

   RESPONSE: See any photos from #2

4. All documents by any investigators, governmental entities or any other persons or entities relating to the CTL or any of the matters in this suit.

   RESPONSE: None

5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.

   RESPONSE: None

6. All correspondence by and between you and any person or entity that relate to the CTL or any of the mattes in this suit, including all internal memos or communications of said entities and or persons.

   RESPONSE: See response #2

7. Records of all payments, requisitions or invoices related to the CTL, any and all work performed or requested with the CTL, or any of the matters in this suit, with an itemized breakdown of amounts.

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RESPONSE: See answer to #2

8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the CTL, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.

RESPONSE: See answer to #2

9. All documents obtained through the use of subpoenas or freedom of information act requests in this case.

RESPONSE: None

10. All statements of possible witnesses, whether written, oral or summarized or otherwise produced in any manner, relating to the subject matter of this case.

RESPONSE: None

11. All documents supporting Plaintiff's claims for damages.

RESPONSE:

a) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal **$172,680**

b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment) **$**

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Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed $ 3,600

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine……. $10,250

e) Damage to my name and business……. $2,000,000

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal $162,980

TOTAL $2,373,160

g) **Bobcat:**

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

$465.84

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
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$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

$232.72

TOTAL $2,559.92

12. A current resume and curriculum vitae for each expert you have retained.

RESPONSE: None

13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.

RESPONSE: None

14. All reports relating to this case prepared by an expert.

RESPONSE: None

15. Any and all photographs taken or any portion or aspect of the CTL or any work performed using the CTL.

RESPONSE: See answer #2

16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.

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RESPONSE: None

17. {sic}Any and all documents relating to any money paid by Plaintiff related in any way to the CTL or any of he matters in this suit.

RESPONSE: See answer #13

18. {sic}Any and all documents relating to any monies received by Plaintiff related in anyway to the CTL of any of the matters in this suit.

RESPONSE: See answer #13

19. {sic}All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.

RESPONSE: See answers to #13 and 2

20. {sic}All document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

RESPONSE: See answers #13 and 2

21. {sic}Any and all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

22. {sic}Any and all documents related to the sale of the CTL and the attachment to Plaintiff including, but not limited to receipts, warranties, operating manuals, service manuals, maintenance manuals, parts manuals, and warnings.

RESPONSE: See answers #13 and 2

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23. {sic}Any and all documents that evidence, relate to, or refer to any repairs performed on the CTL and/or attachments, and any warranty claims made by you for any alleged repairs, and written communications with CEC with respect to any warranty claims.

RESPONSE: See answers #13 and 2

24. {sic}Any and all documents including but not limited to work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the CTL since it was purchased by you.

RESPONSE: See answers #13 and 2

25. {sic} Any and all documents that evidence, relate to, or refer to any breakdown of he CTL and or attachments, and the alleged downtime related thereto.

RESPONSE: See answers #13 and 2

26. {six} Any and all photographs, videotapes, electronic videos, or other visual representations of the CTL and/or the attachments in use by you or your company.

RESPONSE: See answers #13 and 2

27. {sic}Any and all photographs, videotapes, electronic videos, or other visual representations of the alleged defects, breakdowns, or repairs of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

28. {sic} Any and all documents that evidence, relate to, or refer to any inspections or investigation of alleged defects associated with the CTL and/or the attachments.

RESPONSE: See answers #13 and 2



By:_____

E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 29679
(864) 888-2832

Seneca, South Carolina
April 2, 2019

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
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Scott MacLatchie

From: NJCoord <NJCoord2@greenvillecounty.org>
Sent: Wednesday, April 3, 2019 9:07 AM
To: Jay Thompson
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: RE: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Mr. Thompson,

Thank you for your email. No problem on the notice. Steve retired last year as the NJ Coordinator and Ginger, the new NJ Coordinator, is out the office today so I am checking emails. Thank you for reporting the resolution of this motion. I have removed it from this morning's motion roster and will notify Judge Miller.

Best wishes,

Shawn Knox

From: Jay Thompson [Jay.Thompson@nelsonmullins.com]
Sent: Tuesday, April 02, 2019 10:40 PM
To: NJCoord
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2018CP2304516 - Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Steve,
We have a motion hearing scheduled in this case tomorrow morning at 10:30, but the motion has been resolved tonight and the hearing will no longer be necessary. Can you please remove it from the hearing roster? I apologize for the late notice.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson

NELSON MULLINS

JAY T. THOMPSON PARTNER
jay.thompson@nelsonmullins.com
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NELSON MULLINS

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May 16, 2019

Via Electronic Mail

E. Delane Rosemond, Esquire
The Rosemond Law Firm, P.A.
P.O Box 1498
Seneca, SC 29679

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Delane:

We received Plaintiff's responses to Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories and Requests for Production. Upon further review, we believe some of the responses need to be clarified or supplemented. If you can please respond within ten (10) days to clarify and/or supplement these items as noted below, we would appreciate it.

Interrogatories

- You did not respond to Interrogatory No. 6. Please provide an Answer stating the names, addresses, and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.

- In your Answer to Interrogatory No. 8, you copy and pasted your Answer to Interrogatory No. 2. Please supplement your Answer to Interrogatory No. 8 with the following information for each job or project on which the Compact Track Loader was used:
  - The specific location;
  - Date(s);
  - Duration:

- Description of the overall job or project;
- Description of the work done using the Compact Track Loader;
- The customer or client;
- The contractor who hired you;
- Each and every individual who operated the Compact Track Loader;
- The amount you invoiced; and
- The amount you were paid.

- In your response to Interrogatory No. 9, you identified that Brandon McAlister, Haskell Dill, and Tyler Smith operated the Compact Track Loader. You did not address each individual's training in use of compact track loaders or other machinery. You also did not address each individual's experience using compact track loaders or other machinery. Please supplement this Answer accordingly.

- In your Answer to Interrogatory No. 10, you copy and pasted your Answer to Interrogatory Nos. 2 and 8. Please supplement your Answer to Interrogatory No. 10 with the following information for each job or project that you claim you did not accept or complete for any reason related to the Compact Track Loader:
  - The specific location;
  - Date you were contacted;
  - The customer, client, and/or contractor who contacted you;
  - Description of the overall job or project;
  - Description of the work requested using the Compact Track Loader;
  - The anticipated duration of the work requested using the Compact Track Loader;
  - All reason(s) you did not accept or complete the work; and
  - The dollar amount you would have been paid for the work requested using the Compact Track Loader.

- In your Answer to Interrogatory No. 11, you copy and pasted your Answer to Interrogatory No. 7. Please supplement your Answer to Interrogatory No. 11 to identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).

- In your response to Interrogatory No. 13, you did not provide the telephone numbers and addresses for each person identified your Answer who allegedly expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader. Please supplement this information accordingly.

- Your Answer to Interrogatory No. 21 is unresponsive to what was asked. Please supplement your Answer to identify each person who contributed in any way to responding to these Interrogatories and Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of

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responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

- Please provide a signed and notarized Interrogatory verification page as required by Rule 33(a), SCRCP.

Requests for Production

- In your Response to Request for Production No. 11, you allege, among other things, that you are owed $3,600 for the purchase of a trailer for a repossessed Caterpillar; $2,000,000 for damage to your name and business; $162,980 in lost revenue due to Bobcat CTL breakdown; $10,316.96 for the Bobcat CTL; and $2,559.92 for an item listed as "trailer." Our review of your document production has not revealed documents supporting these claims for damages. Please supplement your Response to Request for Production No. 11 to provide documentation in support of these damages claims.

- Your Response to Request for Production No. 17 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies paid by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 17 and supplement as necessary.

- Your Response to Request for Production No. 18 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies received by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 18 and supplement as necessary.

- Your Response to Request for Production No. 19 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

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supplement your Response to Request for Production No. 19 by listing and producing all documents identified, mentioned, referred to, or relied upon in Plaintiff's interrogatory responses.

- Your Response to Request for Production No. 20 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 20 by listing and producing all documents or tangible materials that you intend to use as an exhibit at the trial of this matter.

- Your Response to Request for Production No. 21 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 21 by listing and producing all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 22 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 22 by listing and producing all documents related to the sale of the Compact Track Loader and its Attachments, including, but not limited to, receipts, warranties, operating manuals, service manuals, parts manuals, and warnings.

- Your Response to Request for Production No. 23 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 23 by listing and producing all documents that evidence, refer to, or relate to any repairs performed

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on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with Clark Equipment Company with respect to any warranty claims.

- Your Response to Request for Production No. 24 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 24 by listing and producing all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.

- Your Response to Request for Production No. 25 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 25 by listing and producing all documents that evidence, refer to, or relate to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.

- Your Response to Request for Production No. 26 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 26 by listing and producing all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.

- Your Response to Request for Production No. 27 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

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supplement your Response to Request for Production No. 27 by listing and producing all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 28 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 28 by listing and producing all documents that evidence, refer to, or relate to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

Document Production

- Please reproduce pages 25-40 of your document production in color. These pages consist of call details from Anne McAlister with a color-coding scheme that is indiscernible in black and white.

- Please reproduce pages 101-152 of your document production in color. These pages consist of text messages and pictures that are difficult to view with sufficient detail in black and white.

- Please reproduce pages 76 and 77 of your document production. These pages were produced with lines of text missing/cut off.

Please contact us if you have any questions about the foregoing requests for clarification and additional information. We are happy to hold a telephone conference to explain our positions in greater detail. Please supplement your responses within ten days of the date of this letter, or we will move the Court to compel, seeking all available remedies.

Very truly yours,

Jay T. Thompson

JTT:lwd
cc: Doc Morgan, Jr., Esquire

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NELSON MULLINS

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May 16, 2019

E. Delane Rosemond, Esquire
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

We enclose herewith and serve upon you by mail the following documents in the above-referenced matter:

1. Clark Equipment Company d/b/a Bobcat Company's Second Set of Interrogatories to Plaintiff; and
2. Clark Equipment Company d/b/a Bobcat Company's Second Set of Requests for Production to Plaintiff.

Very truly yours,

Jay T. Thompson

JTT:lwd
Enclosures
cc: Doc Morgan, Jr., Esquire

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
Plaintiff,	)	
vs.	)	**CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S SECOND SET OF INTERROGATORIES TO PLAINTIFF**
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	
Defendants.	)	

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its Second Set of Interrogatories and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Interrogatories are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any investigators, agents,

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representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When an Interrogatory refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Interrogatory to which you do not object, or to which you do not decline to provide a response. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to an Interrogatory on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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INTERROGATORIES

22. Identify all documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.

23. Are you still in possession of the subject Compact Track Loader? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.

24. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please provide the dates, if any, that you worked on that job; the names, addresses, and phone numbers of the client(s) that you serviced; the exact location of the work you performed; a description of the work you performed; whether and to what extent you used the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and your profits realized from that job.

25. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please identify the name and address of the "shop;" the exact dates of service; the names of the service technician(s) who inspected or repaired the subject Track Loader; any issues that were identified while the Compact Track Loader was in the "shop;" whether the issues were ultimately repaired or corrected; whether the repairs were covered under warranty; and the amount of out-of-pocket expenses you paid for any issues not covered under warranty.

26. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please state whether you claim any lost business or profits during that period of time. If so, for each such instance, please identify the names,

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addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

27. Identify any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

28. Identify all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.

29. Are you still in possession of the Caterpillar? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.

30. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

< Signature on Next Page >

ELECTRONICALLY FILED - 2019 May 16 9:42 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
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(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

May 16, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's Second Set of Interrogatories to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

May 16, 2019

ELECTRONICALLY FILED 2022 Aug 19 9:24 AM GREENVILLE - COMMON PLEAS - CASE# 2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **CLARK EQUIPMENT COMPANY D/B/A BOBCAT COMPANY'S SECOND SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF**

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") hereby propounds and serves upon Plaintiff Ironwork Productions, LLC d/b/a McAlister Land Clearing, LLC ("Plaintiff") its Second Set of Requests for Production and requests that they be answered fully in writing within thirty (30) days from the date of service hereof.

DEFINITIONS AND INSTRUCTIONS

1. These Requests are continuing. Any information secured subsequent to the service of your Responses, which would have been included in the Responses had it been known or available, is to be supplied by Supplemental Responses. Each Interrogatory must be responded to fully and completely.

2. The terms "**you**" and/or "**your**" mean and refer to Plaintiff Ironwork Productions, LLC, d/b/a McAlister Land Clearing, LLC as well as their attorneys, any

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investigators, agents, representative, or employees of Plaintiffs or their attorneys, and any person acting under the direction and/or control of Plaintiffs or their attorneys.

3. When a Request refers to the "Compact Track Loader" the reference is to the Bobcat T870 Compact Track Loader VIN B47C11710, as described in Plaintiff's Complaint.

4. The term "**Attachments**" refers to any and all tools, implements, fixtures, or attachments that have been attached to the Compact Track Loader at any time.

5. The term "**statement**" means and includes any recording of statements made by a person who has knowledge of any relevant facts concerning the events, recordings, or occurrences which are in controversy in the above-styled and numbered cause, as well as any transcription of such statements and/or memoranda or writings concerning, reporting, or summarizing statements made by such persons.

6. The term "**document**," whether in singular or plural form, means all original writings of any nature or kind whatsoever and all identical copies thereof, in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but in not limited to, correspondence, diagrams, or other written communications, data processing storage units, tapes, contracts, agreements, notes, schedules, summaries, compilations, analysis, memoranda, indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bill of lading, delivery receipts, and other documents as identified in Rule 34 of the South Carolina Rules of Civil Procedure. In all cases where original and/or non-identical copies are available, "documents" also means copies thereof.

7. The term "**identify**" means to provide all known or last known information concerning the person or entity, including, without limitation, the person or entity's full name and

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last known address of residence or address of business. When prompted, you must "**identify**" all documents, things, and persons known by you or your attorney and set forth the addresses of all persons identified. In addition, where current whereabouts are unknown, please identify any other person who may have knowledge of such whereabouts.

8. The words "**and**" as well as "**or**" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of these requests information that might otherwise be construed as being outside their scope.

9. The word "**person**" means and includes, without limitation, an individual, firm, partnership, corporation, association, or other business entity.

10. If you object to, or otherwise decline to answer any portion of any Request, specifically set forth each and every reason for such objection. Furthermore, you should provide a response to that portion of the Request to which you do not object, or to which you do not decline to provide a response. If you object to a Request on the ground that it is too broad, provide a response to that portion which you concede is within the scope of discovery.

11. Pursuant to Rule 26(b)(5), SCRCP, if you object to a Request on the basis that it calls for information you claim is privileged, please supply sufficient factual detail to enable the Court to determine whether or not such information is entitled to a claim of privilege.

12. If Plaintiff is not in possession of documents or information responsive to a particular Interrogatory but is aware of the existence of such responsive information or documents, which are or may be in the possession of a person other than Plaintiff, Plaintiff shall identify such person or entity by providing its full name and last known address, and Plaintiff shall describe the documents to the extent possible and shall also provide the actual or suspected location of such documents or information.

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REQUESTS FOR PRODUCTION OF DOCUMENTS

29. All documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.

30. All documents, including, but not limited to, correspondence and records of sale for any time that the subject Compact Track Loader has been traded, sold, auctioned, or repossessed.

31. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please produce all documents evidencing your expenses actually incurred in connection with your performance of that job as well as your profits realized from that job.

32. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce any documents evidencing the amount of out-of-pocket expenses you paid for any issues not covered under warranty.

33. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce all documents evidencing any claim for lost business or profits during that period of time. For each such claim of lost business or profits, produce documents sufficient to identify the names, addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

34. Produce any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to

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Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

35. Produce all documents regarding and any all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.

36. All documents, including, but not limited to, correspondence and records of sale for any time that the Caterpillar has been traded, sold, auctioned, or repossessed.

37. All documents identified, mentioned, or referred to in Plaintiff's Answers to CEC's Second Set of Interrogatories or relief upon by Plaintiff or the attorney(s) for Plaintiff in responding to those Interrogatories.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

May 16, 2019

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CERTIFICATE OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Clark Equipment Company d/b/a Bobcat Company, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: Clark Equipment Company d/b/a Bobcat Company's Second Set of Requests for Production to Plaintiff

Counsel Served:

E. Delane Rosemond
Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29979

Attorney for Plaintiff

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P.O. Box 2980
Greenville, SC 29602

Attorney for Bobcat of Greenville, LLC

Lynn Dillard
Administrative Assistant

May 16, 2019

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Scott MacLatchie

From: Scott MacLatchie
Sent: Tuesday, July 16, 2019 12:54 PM
To: 'Delane Rosemond'
Cc: denise@rosemondlawfirm.com
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Great. Thank you!

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, July 16, 2019 11:26 AM
To: Scott MacLatchie <scott.maclatchie@nelsonmullins.com>
Cc: denise@rosemondlawfirm.com; Sharon Wotherspoon <sharon.wotherspoon@nelsonmullins.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

No problem. It's going in the mail today

Delane

On Mon, Jul 15, 2019 at 5:13 PM Scott MacLatchie <scott.maclatchie@nelsonmullins.com> wrote:

> Delane,
>
> I hope you are doing well. I wanted to ask you how you are progressing in responding to my client's discovery deficiency letter. It has been two months since we since it out and we have not heard back from you. We have waited about as long as we can on this one. Please address each item in our letter and produce any documents that we have identified no later than one week from today on July 22, 2019, or else we will file a Motion to Compel.
>
> Thank you,
>
> Scott
>
> **From:** Delane Rosemond <delane.rosemond@gmail.com>
> **Sent:** Thursday, May 16, 2019 8:00 PM
> **To:** Lynn Dillard <lynn.dillard@nelsonmullins.com>
> **Cc:** Jay Thompson <Jay.Thompson@nelsonmullins.com>; Scott MacLatchie <scott.maclatchie@nelsonmullins.com>; denise@rosemondlawfirm.com; dmorgan@mgclaw.com
> **Subject:** Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

ELECTRONICALLY FILED - 2019 Aug 15 4:40 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
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Jay - Thanks for the letter. I will work on this next week. Also if you want to look at dates for depositions let start talking now because I'm gone a lot in June, July and first part of August

Delane

Denise - Please get in touch with Brandon and have him make an appointment to see me.

Delane

On Thu, May 16, 2019 at 1:39 PM Lynn Dillard <lynn.dillard@nelsonmullins.com> wrote:

> Please see the attached correspondence in the above-referenced matter.
>
> Thank you.

NELSON MULLINS

LYNN DILLARD SENIOR ADMINISTRATIVE ASSISTANT

lynn.dillard@nelsonmullins.com

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--

E. Delane Rosemond

Attorney

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(864) 886-9072 facsimile

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--
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Scott MacLatchie

From: Jay Thompson
Sent: Monday, August 5, 2019 11:30 AM
To: delane@rosemondlawfirm.com
Cc: denise@rosemondlawfirm.com
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc

Delane,
Our second interrogatories and requests for production were served upon you by mail on May 16, 2019. By our calculations, the responses were due by June 21. We are more than a month and a half beyond that deadline, but we have not received any responses. Please send the responses within 5 days or contact us to make some other arrangement so we can avoid filing a motion to compel.
Thank you,
Jay

NELSON MULLINS

JAY T. THOMPSON PARTNER
jay.thompson@nelsonmullins.com
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1320 MAIN STREET | COLUMBIA, SC 29201
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ELECTRONICALLY FILED - 2019 Oct 02 3:08 PM - GREENVILLE COUNTY COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **ORDER GRANTING CLARK EQUIPMENT COMPANY, INC.'S MOTION FOR SANCTIONS AND TO COMPEL DISCOVERY**

This matter came before the Court upon the Motion of Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC"), for Sanctions against Plaintiff pursuant to Rule 37(d), SCRCP, and to Compel Discovery Responses from Plaintiff pursuant to Rule 37(a), SCRCP. In its Motion, CEC asserted that it has not received any response from Plaintiff as to its May 16, 2019, second set of discovery requests nor any response to its May 16, 2019, letter addressing several deficiencies in Plaintiff's response to CEC's first set of discovery requests. CEC also asserted in its Motion that Plaintiff has exercised bad faith and a gross indifference to the rights of CEC by failing to comply with its discovery obligations as elaborated by the South Carolina Rules of Civil Procedure and South Carolina law.

CEC's Motion and supporting memorandum were filed on August 15, 2019. Plaintiff has not filed any response to the Motion.

A duly-noticed hearing on this Motion was held on October 1, 2019 at 10:30 a.m., with counsel for CEC present. Plaintiff's counsel failed to appear at the duly-noticed hearing. As such, having considered CEC's Motion for Sanctions and to Compel, CEC's Memorandum of Law in

Support of its Motion, and oral argument by CEC's counsel, the Court hereby orders Plaintiff to provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019, deficiency letter and May 16, 2019, second set of discovery requests with ten (10) days of receipt of entry of this Order. If Plaintiff fails to respond as ordered herein, Plaintiff's Complaint in this lawsuit shall be dismissed.

THEREFORE, CEC's Motion for Sanctions and to Compel is GRANTED in the particulars as stated above.

IT IS SO ORDERED.

_____
The Honorable Edward W. Miller
Presiding Judge

Greenville, South Carolina

October _____, 2019

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Greenville Common Pleas

Case Caption:	Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al
Case Number:	2018CP2304516
Type:	Order/Other

So Ordered

s/ Edward W. Miller

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Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, October 1, 2019 2:25 PM
To: Jay Thompson
Cc: Denise West; Doc Morgan; emillerlc@sccourts.org; emillersc@sccourts.org; robert.mebane@mgclaw.com
Subject: Re: Proposed Order - Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

The proposal is fine with me.

Delane

On Tue, Oct 1, 2019 at 12:20 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Judge Miller,
>
> Please find attached a proposed order as requested in this morning's hearing. A copy has been provided to Plaintiff's counsel, and counsel for all parties are copied on this email.
>
> Thank you,
>
> Jay Thompson
>
> Counsel for Clark Equipment Company d/b/a Bobcat Company

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

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--

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ELECTRONICALLY FILED - 2019 Nov 19 10:00 AM - GREENVILLE COUNTY COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2018-CP-23-04516
IRONWORK PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendant.	)	CERTIFICATE OF SERVICE

I, Denise West, an employee at The Rosemond Law Firm, P.A. E. Delane Rosemond attorney for the Plaintiffs in the above-captioned matter, hereby certify that I served the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 at the following addresses.

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P. O. Box 2980
Greenville, SC 29602

Jay T. Thompson
Nelson Mullins
1320 Main Street, 17th Floor
Columbia, SC 29201

THE ROSEMOND LAW FIRM, P.A.

BY: _____
Denise West

October 1, 2019
Seneca, SC

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA)) COUNTY OF GREENVILLE))	IN THE COURT OF COMMON PLEAS
IRONWORKS PRODUCTIONS, LLC)) Plaintiff,))	C/A N0.: 2018-CP-23-04516
vs.)	**DEFENDANT'S ANSWERS TO BOBCAT OF GREENVILLE, LLC'S INTERROGATORIES**
BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC.)) Defendants.)	

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the undersigned attorney for the Plaintiff does answer said interrogatories:

1. Provide the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements:

ANSWER

a) **Brandon McAlister**
Biggerstaff Rd.
Seneca, SC 29678

b) **Anne McAlister**
237 Biggerstaff Rd.
Seneca, SC 29673

c) **Haskell Dill**
228 Brock Road
Westminster, SC 29693

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d) Tyler Smith
237 Biggerstaff Road
Seneca, SC 29672

e) Drew Morgan
811 Bellview Way
Seneca, SC 29678

f) Julie King
15049 Beacon Shores Drive
Seneca, SC 29672

g) Greg Gooding
597 Frenge Branch Road
Seneca, SC 29672

h) Adam Donner
250 East Beaton
West Fargo, ND 58028

i) Adam Mauch
250 East Beaton
West Fargo, ND 58028

j) Rich Goldsbury
250 East Beaton
West Fargo, ND 58028

k) Rose at Bobcat Customer Service
250 East Beaton
West Fargo, ND 58028

l) Mary at Bobcat Headquarters
250 East Beaton
West Fargo, ND 58028

m) Kari at Bobcat Headquarters
250 East Beaton
West Fargo, ND 58028

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n) **Scott Park**
Doosan Tower 18-12
Euljiro 6-ga
Jung-gu
Seoul, South Korea

o) **Daniel Hollingsworth**
2512 River Rd.
Piedmont, SC

p) **Brad Daniels**
2512 River Rd.
Piedmont, SC

q) **Frank Hollowell**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
Canada

r) **Mario Pelletier**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

s) **Andre Bias**
Denis Cimaf
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

No written, or recorded statements have been taken from any witness.

2. Set forth a list of photographs, plats, sketches, or other prepared documents of any kind in your possession that relate to the allegations of the Complaint, any defense asserted by any of the Defendants, or the facts and circumstances of this case.

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ANSWER

a) Note from Ron Ferrell on 8/9/18 regarding mulching

b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property

c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing

d) Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC

e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home

f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg

g) Quote from client on 1/24/18 to Lake Keowee Ford

h) Email 5/14/18 from client to Brad at Bobcat

i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown

j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540

k) Email 3/16/18 picture of Bobcat

l) Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support

m) Email 4/3/18 from client to Brad at Bobcat

n) Multiple emails from client to Daniel Hollingsworth and Bobcat

o) Service Invoice 08/10/18

p) Service Invoice 05/07/18

q) Service Invoice 05/14/18

r) Service Invoice 04/30/18

s) Service Invoice 09/19/18

t) Service Invoice 01/31/18

u) Service Invoice 02/01/18

v) Service Invoice 01/10/18

w) Service Invoice 01/11/18

x) Machining Trader Order Confirmation 04/24/18

y) Bobcat Web Screen shots for Bobcat, Inc.

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z) **Spreadsheet pg 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

aa) **Email from client on 4/10/18 to Mario Pelletier**

bb) **Invoice Gator Made Trailers, Inc. 11/9/18**

cc) **Statement Blanchard CAT 9/30/18**

dd) **Wells Fargo Invoice 10/20/18**

ee) **Wells Fargo Notice of Default 9/27/18**

ff) **Service Invoice 07/26/18**

gg) **Service Invoice 07/06/18**

hh) **Service Invoice 05/25/18**

ii) **Service Invoice 05/07/18**

ii) **Service Invoice 04/30/18**

jj) **Service Invoice 03/19/18**

kk) **Service Invoice 01/31/18**

ll) **Service Invoice 01/10/18**

3. Set forth an itemized statement of all damages claimed to have been sustained by you as a result of the incident forming the basis of the suit, including the basis for the amount of damages where not based on a receipt.

ANSWER

a) **Based on receipt**

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500

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- $16,450

Subtotal **$172,680**

b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment) **$**

Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed **$ 3,600**

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine..... **$10,250**

e) Damage to my name and business..... **$2,000,000**

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000
- $15,260
- $31,450

Subtotal **$162,980**

TOTAL **$2,373,160**

4. List the names and addresses of any expert witness whom you or your counsel propose to use as a witness at the trial of this case and set forth a summary of the expert's opinions.

ANSWER

No expert witnesses have been identified at this time. However, Plaintiff and her counsel reserve the right to identify expert witnesses at a later date.

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5. For each person known to you or your counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform Defendant of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER

a) Mr. Dill will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

b) Mr. Smith will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.

c) Mr. Morgan will testify as he witnessed the break downs, right track falling off as well as the general loss of use due to the machine being in the shop so much.

d) Mr. Gooding will testify that he witnessed the general loss of use, loss of jobs due to the machine staying in the shop and delayed jobs including his own.

e) Ms. King will testify as to the daily stress of myself not being able to use the machine and that it was costing me money and not completing jobs.

f) Ms. McAlister will testify as to the break downs, right track falling off after the fact; moreover, she has had to provide monies to me because of the machine not working properly and notes payments were due.

g) Mr. Donner should testify as to the many phones I made to him asking him to buy back the machine after telling me "I am sure you will have no more issues with it back in April and/or May 2018. Furthermore, he should indicate that after awhile my phone call went unanswered after leaving messages after May 2018.

h) Mr. Mauch should testify that I asked him to buy back the machine; he should indicate that my calls went ignored after leaving messages on several occasions after the May 2018 incident.

i) Mr. Rich Goldsbury and his assistant Kari should testify to me that "I just couldn't call the president of a multibillion-dollar global corporation and they passed me on to Adam Donner. Should testify that I called many times, leaving detailed messages, which were ignored and speaking to various assistants only to be sent back to other people in the company that didn't have the authority to may buy back decisions.

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j) Ms. Rose should testify that she is a customer service representative and she took my calls when I called to complain about the machine.

k) Ms. Mary and Keri should testify of my discussing my experience with this machine and I can call them to testify that they had in-depth knowledge of my issue with this machine.

l) Mr. Park should testify that the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and touting or helping others.

m) Mr. Hollingsworth should testify about discussions regarding the Bobcat machinery and my client. hat the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and outing or helping others.

n) Mr. Daniels should testify about discussions regarding the Bobcat machinery and my client.

o) Mr. Hollowell should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

p) Mr. Pelletier should testify regarding the machine when he came out to the residence to fix the Bobcat.

q) Mr. Bias should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

6. Please state each fact and identify each document on which you rely to support the allegations of your complaint.

ANSWER:

***I received delivery of the machine on January 17,2017.**

***Machine blew a hydraulic line on January 18,2017.**

***On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**

***On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid $530.96. Only 14 hours on machine.**

***On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

***January 10, 2018 – machine in shop. See service sheet**

***January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**

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*January 13, 2018 – machine in shop. Client was not supplied a work order.

*March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.

*April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.

* April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.

*May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.

*May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)

(This is when I stopped getting invoices for time in the shop)

*June 14, 2018 – machine in shop.

*June 27, 2018 – machine in shop (see text messages with Daniel)

*July 3, 2018 – machine back in shop due to hydraulic leak I believe

*July 17, 2018 -machine back in shop.

*July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)

*August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)

*August 11, 2018 – machine dies moving mulch.

*August 13, 2018 – see transcript from Daniel text messages.

*August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)

*September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)

*October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)

*Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.

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***November 11, 2018 – Code U004364-21 SCR Fault (see transcript from Daniel text messages with photos and description)**

Fact 1: Machine is a piece of junk (lemon)

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 2: A person cannot reasonably expect to generate an income with the amount of time it stays in the shop.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 3: Mental and physical distress due to not being able to work.

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

Fact 4: message to Brad on May 14, 2018:

***Me: I'm not angry with your or your dealership, I'm ready to have a piece of equipment that operates without doubt or consequence.**

***Brad: "I totally understand!!! If I was in your shoes, I would feel the same way."**

7. State in detail the facts which support your allegations that warranties were extended by the Defendant and state in detail how these warranties were breached.

ANSWER:

***This Bobcat was a lemon. There was the warranty that came with the machine. It was extended because I did not have it that long. Daniel Hollingsworth did as he was told by Bobcat corporate and upper management at the Bobcat dealer in fixing the machine to the best of his ability. Due to the consistent nature of repairs, a buy back should have been offered but that would have to come from upper management at Bobcat of Greenville.**

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Brad even agreed during a conversation that it should have been bought back at one point and that would be the right thing to do.

***What vexes me is the T870 is Bobcat's flagship machine having the highest horsepower in their compact truck loader line, the most sought-after machine in the industry according to the Bobcat sales team. I was told there was a waiting list to even get one. Yet, there are no T870 models in the rental fleet. None available for demonstration and this, if such a wonderous machine could have been easily bought back, used in rental or demonstration to sell more and the money from the buy back could have been easily recouped by the dealership in no time if it was as great as touted.**

8. Identify any and all documents which purport to extend any warranties for the subject piece of machinery.

ANSWER:

***Please see Bobcat web page documents: while no warranties are expressed it is implied that by purchasing a Bobcat T870 you are getting a machine that is:**

*** engineered for reliability which reduces downtime;**

*** "one tough animal" for the most demanding job sites;**

*** with unprecedented levels of durability, reduced maintenance requirements, and faster track cleanout, you'll wonder how you ever got along without it.**

*** Every skid-steer and compact track loader is engineered with multiple protection technologies. Working together, they protect your machine and decrease the risk of failure. For you, that means better reliability and the confidence to do your work.**

9. State in detail the facts which support the allegations that the Plaintiff lost customers, business, and revenue and identify the names and addresses of any witnesses who will testify to these facts and any documents which support these facts.

ANSWER:

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*** You cannot run a business with a machine that stays in the shop.**

*** it's extremely difficult to maintain a good name when you promise customers that you will be there and not be able to show up due to the equipment being down.**

***equipment tearing up several times on a job that the customer wants completed causing them delays in their project.**

***getting a call that they found someone who could do it sooner and they don't need you anymore.**

***finding out later that they paid another person more because you couldn't do the job as promised.**

***when you hear that you cannot be trusted to complete a job on time or hear that someone said not to hire you because you cannot get a to a job and say your machine is in the shop.**

*** a customer is 4 times more likely to defect to a competitor if the problem is service related than price or product. —Bain & Company**

***Price is not the main reason for customer churn; it is due to the overall poor quality of customer service – Accenture global customer satisfaction report 2008.**

*** A dissatisfied customer will tell between 9-15 people about their experience. Around13% of dissatisfied customers tell more than 20 people. – White House Office of Consumer Affairs.**

***70% of buying experiences are based on how the customer feels they are being treated. - McKinsey**

***it costs 6-7 times more to acquire a new customer than to retain an existing one- Bain & Company**

10. Set forth how many payments were made towards the purchase of this machine. Identify the amounts paid and the dates paid to any company who financed the machinery.

ANSWER:

Bobcat:

02/07/18	**$2,579.24**
03/01/18	**$2,579.24**
03/27/18	**$2,579.24**
05/03/18	**$2,579.24**
TOTAL	**$10,316.96**

Trailer:

	$465.84
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
	$232.72
TOTAL	$2,559.92

Respectfully submitted,

THE ROSEMOND LAW FIRM, P.A.

BY: _____

E. Delane Rosemond
Attorney for the Plaintiff
P.O. Box 1498
Seneca, SC 29679
(864) 888-2832
(864) 886-9072 Fax

January 30, 2019
Seneca, South Carolina

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2018-CP-23-04516
IRONWORK PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendant.	)	CERTIFICATE OF SERVICE

I, Denise West, an employee at The Rosemond Law Firm, P.A. E. Delane Rosemond attorney for the Plaintiffs in the above-captioned matter, hereby certify that I served the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 at the following addresses.

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P. O. Box 2980
Greenville, SC 29602

Jay T. Thompson
Nelson Mullins
1320 Main Street, 17th Floor
Columbia, SC 29201

THE ROSEMOND LAW FIRM, P.A.

BY: _____
Denise West

October 1, 2019
Seneca, SC

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	) IN THE COURT OF COMMON PLEAS	
IRONWORKS PRODUCTIONS, LLC Plaintiff, vs. BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC. Defendants.	)	C/A N0.: 2018-CP-23-04516 **PLAINTIFF'S RESPONSES TO BOBCAT OF GREENVILLE REQUEST FOR PRODUCTIONS**

TO: DOC MORGAN, JR., ATTORNEY FOR BOBCAT OF GREENVILLE

The Plaintiff, Ironworks Production, by and through his undersigned attorneys, hereby produce, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the following documents:

1. All statements or any other written or printed documents of any kind concerning any claims for damages allegedly resulting from the incident.

   RESPONSE: See answer #6

2. All statements or any other written or printed documents concerning any claims for lost income, lost customers, lost revenue or for any other damages allegedly resulting from the incident as set forth in the Complaint.

   RESPONSE: See answer #6

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

3. All documents including letters, filed, notes, documents, reports, color photographs, diagrams, drawings, or other similar material relating to the allegations in the Complaint or any defenses of Defendant.

RESPONSE:

a) **Note from Ron Ferrell on 8/9/18 regarding mulching**

b) **Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property**

c) **Quote from client on 6/220/18 to Jerry Edwards – Edward Printing**

d) **Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC**

e) **Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home**

f) **Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg**

g) **Quote from client on 1/24/18 to Lake Keowee Ford**

h) **Email 5/14/18 from client to Brad at Bobcat**

i) **Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown**

j) **Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540**

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l) **Email 3/28/18 picture of card of Denis Cimaf, Mario Pelletier, Technical Support**

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n) **Multiple emails from client to Daniel Hollingsworth and Bobcat**

o) **Service Invoice 08/10/18**

p) **Service Invoice 05/07/18**

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r) **Service Invoice 04/30/18**

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t) **Service Invoice 01/31/18**

u) **Service Invoice 02/01/18**

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

v) **Service Invoice 01/10/18**

w) **Service Invoice 01/11/18**

x) **Machining Trader Order Confirmation 04/24/18**

y) **Bobcat Web Screen shots for Bobcat, Inc.**

z) **Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded**

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bb) **Invoice Gator Made Trailers, Inc. 11/9/18**

cc) **Statement Blanchard CAT 9/30/18**

dd) **Wells Fargo Invoice 10/20/18**

ee) **Wells Fargo Notice of Default 9/27/18**

ff) **Service Invoice 07/26/18**

gg) **Service Invoice 07/06/18**

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ii) **Service Invoice 05/07/18**

ii) **Service Invoice 04/30/18**

jj) **Service Invoice 03/19/18**

kk) **Service Invoice 01/31/18**

Service Invoice 01/10/18

4. All statement of possible witnesses, including the parties hereto, whether written, oral or summarized, or otherwise reproduced in any manner, relating to the incident described in the Complaint.

RESPONSE: NONE

5. Any and all documents and files including reports, studies, analysis, correspondence with or other documentation provided to or from any expert witnesses retained by or on behalf of Plaintiff.

RESPONSE: NONE

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

6. Any and all documents, not otherwise requested above, that are identified, made reference to, or inquired of in the Defendant's interrogatories.

RESPONSE:

a) Based on receipt

- $18,970
- $18,670
- $20,000
- $30,000
- $17,270
- $51,500
- $16,450

Subtotal **$172,680**

b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment) **$**

Costs of Caterpillar machine ($146,750.00)

c) Purchase of a trailer for Caterpillar since repossessed **$ 3,600**

d) Estimated working hours lost to and from Bobcat of Greenville based on $250.00 per hour delivering and picking up the machine..... **$10,250**

e) Damage to my name and business..... **$2,000,000**

f) Revenue lost due to Bobcat breakdown

- $18,970
- $ 1,000
- $21,000
- $32,000
- $36,000
- $ 5,600
- $ 2,000

- $15,260
- $31,450

Subtotal **$162,980**

TOTAL **$2,373,160**

g) **Bobcat:**

02/07/18	$2,579.24
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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

7. Any and all documents, invoices, work orders, purchase orders regarding any repairs to the subject machinery.

RESPONSE: See answer #3

8. Any and all documents, invoices, work orders, purchase orders regarding any replacement of parts.

RESPONSE: See answer #3

9. Any and all documents which you claim warranties were extended to you by the Defendants.

RESPONSE: See answer #3

By:_____

E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 2967
(864) 888-2832

Seneca, South Carolina
April 2, 2019

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	
IRONWORKS PRODUCTIONS, LLC	)	C/A N0.: 2018-CP-23-04516
	)	
Plaintiff,	)	
	)	
vs.	)	**PLAINTIFF'S RESPONSES TO BOBCAT OF GREENVILLE REQUEST FOR PRODUCTIONS**
	)	
BOBCAT OF GREENVILLE, LLC AND BOBCAT COMPANY, INC.	)	
	)	
Defendants.	)	
	)	

TO: ~~DOC MORGAN, JR.~~ Jay Thompson, ATTORNEY FOR BOBCAT OF GREENVILLE

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Service Invoice 01/10/18

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RESPONSE: NONE

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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TOTAL **$2,373,160**

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TOTAL	**$2,559.92**

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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RESPONSE: See answer #3

8. Any and all documents, invoices, work orders, purchase orders regarding any replacement of parts.

RESPONSE: See answer #3

9. Any and all documents which you claim warranties were extended to you by the Defendants.

RESPONSE: See answer #3

E. Delane Rosemond

By:_____

E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 2967
(864) 888-2832

Seneca, South Carolina
April 2, 2019

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Blanchard CAT

BLANCHARD MACHINERY CO.
P.O. BOX 402197
ATLANTA, GA 30384-2197

STATEMENT

STATEMENT DATE	CUSTOMER #
09/30/2018	0128870

For inquiries and assistance contact Credit Department at:
credit@blanchardmachinery.com
Fax (866) [illegible]
Phone (866) 213-8432

PLEASE REMIT TO:
BLANCHARD MACHINERY CO
P.O. BOX 402197
ATLANTA, GA 30384-2197

SIMJODON LLC
928 SINGLETON RD
SENECA SC 29672-6946

www.blanchardmachinery.com

INVOICE DATE	INVOICE NUMBER	CHARGES	CREDITS	NET VALUE	BALANCE
[illegible]	[illegible]	149,050.00	[illegible]	14,475.00	14,475.00
				147,950.00	132,575.00

file

CAM

ACCOUNT BALANCE
132,575.00

Current	30 DAYS	60 DAYS OR GREATER
132,575.00	0.00	0.00

REMITTANCE DOCUMENT

Please detach and return with your payment

SIMJODON LLC
928 SINGLETON RD
SENECA SC 29672-6946

THANK YOU FOR YOUR BUSINESS!

STATEMENT DATE	CUSTOMER NUMBER
09/30/2018	0128870
Amount Due:	132,575.00
Amount Enclosed:	

Blanchard CAT | Blanchard CAT | BLANCHARD Rental | Blanchard Power Systems CAT | Blanchard CAT | Pioneer South Carolina | Machining Hydraulic

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

WELLS FARGO

WELLS FARGO VENDOR FIN SERV
P. O. BOX 105743
ATLANTA GA 30348-5743

Visit Wellsfargo.Ac.Com/Accounts/Wellsfargovcom

2082 1 MB 0.431

BWCDKGF
0901 3679 3226 6
IRONWORX PRODUCTIONS LLC
920 SINGLETON RD
SENECA SC 29672-6946

Please remember to reference Account Schedule #(s) pertaining to your request(s)
Phone #: 866-486-8758
Fax: 866-303-1288
Correspondence Only
PO BOX 3072 CEDAR RAPIDS IA 52406-3072

Billing ID Number	901367993226
Invoice Number	893950115
Invoice Date	09/26/2018
Due Date	10/20/2018
Current Items Due	282.72
Total Amount Due	282.72

Our Federal Tax Id # 941686094

INVOICE FOR CURRENT ITEMS DUE

Account Schedule Number	Due Date	Purchase Order Number / Equipment Description	Line Item Amount	Acct/Sched Total
[illegible]		VISIT OUR PAY OR LEASE SITE AT: [illegible].COM		
		[illegible] (BATLER) ADDITIONAL DATA: MAST SERIAL NUMBER [illegible] MODEL NUMBER 10 LOCATION: 920 SINGLETON RD SENECA SC 29672		
	10/20/2018	PAYMENT/INSTALLMENT DUE		
		[illegible]	[illegible]	282.72

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

WELLS FARGO

September 27, 2018

Ironwork Productions, Llc
920 Singleton Rd
Seneca, SC 29672

RE: Ironwork Productions, Llc's contract with WELLS FARGO VENDOR FIN SE, Account No. 9930140-002 (hereinafter, the "Contract")
PAST DUE AMOUNT: $.00

NOTICE OF DEFAULT

Dear Brandon Mcallister:

You are hereby notified that Ironwork Productions, Llc is in default under the contract for failing to make the scheduled payments when due. Currently Ironwork Productions, Llc is past due in its payments to WELLS FARGO VENDOR FIN SE in the aggregate amount of $.00

If payment of the above amount is not received in full by WELLS FARGO VENDOR FIN SE within 7 days of September 27, 2018, WELLS FARGO VENDOR FIN SE may exercise the rights and remedies available to it under the Contract at law or equity, including without limitation, acceleration of all of the remaining payments due under the Contract.

If you have any questions, please do not hesitate to call.

Sincerely,

Joseph Sims
Collections Case Access
Ph: 800 669 9433 X7109#0000386

** IN ORDER TO HELP US PROPERLY PROCESS YOUR PAYMENT, PLEASE RETURN THIS FORM WITH YOUR PAYMENT**

Return to:

WELLS FARGO VENDOR FIN SE
P.O. BOX 105743
ATLANTA GA 30348-5743

Ironwork Productions, Llc
Account # 9930140-002

Amount Paid: $ _____

IMPORTANT NOTICE: If you are a servicemember who is or was, within the last year, on federal or state active duty status or the dependent of such a servicemember, you may be entitled to certain legal rights and protections. Contact us at the above number for more information and to discuss your status.

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

WELLS FARGO

September 27, 2018

Ironworx Productions, LLC
320 Singleton Rd
Reneua, SC 29672

RE: Ironworx Productions, LLC's contract with WELLS FARGO VENDOR FIN SE,
Account no. 9938140-001 (hereinafter, the "Contract")
PAST DUE AMOUNT: $5,416.40

NOTICE OF DEFAULT

Dear Brandon Mcallister:

You are hereby notified that Ironworx Productions, LLC is in default under the contract for failing to make the scheduled payments when due. Currently Ironworx Productions, LLC is past due in its payments to WELLS FARGO VENDOR FIN SE in the aggregate amount of $5,416.40

If payment of the above amount is not received in full by WELLS FARGO VENDOR FIN SE within 7 days of September 27, 2018, WELLS FARGO VENDOR FIN SE may exercise the rights and remedies available to it under the Contract at law or equity, including without limitation, acceleration of all of the remaining payments due under the Contract.

If you have any questions, please do not hesitate to call

Sincerely,

Joseph Sims
Collections Case Analyst
Ph: 800-607-9911 X2194496288

** IN ORDER TO AVOID OF PROPERLY PROCESS YOUR PAYMENT, PLEASE
TE ATTACH THIS FORM WITH YOUR PAYMENT**

Return to:

WELLS FARGO VENDOR FIN SE
P O BOX 105743
ATLANTA GA 30348-5743

Ironworx Productions, LLC
Account # 9938140-001

Amount Paid: $ ( )

IMPORTANT NOTICE: If you are a servicemember who is or was, within the last year, on federal or state active duty status or the dependent of such a servicemember, you may be entitled to certain legal rights and protections. Contact us at the above number for more information and to discuss your status.

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000258

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville,Piedmont SC
311 RIVER ROAD
PO BOX 31389
PIEDMONT SC 29673-2017
Phone: (864) 269-3688
Fax:(864) 269-0876

Quotation Number: 276536877413 Date: 2017-09-15 10:33:04

Ship to:

Brandon Macomber

Seneca SC 29688

Bobcat Specialist

Brad Daniel
Fax: 864-269-0876
E Mail: bdaniel@bobcatops.com

Description | **Part No** | **Qty** | **Price Ea.** | **Total**

T870 Bobcat Compact Track Loader

M0293 1 $90,271.00 $90,271.00

100 HP Turbo Tier 4 Diesel Engine
2 Speed Travel
Air Intake Heater (Automatically Activated)
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard Controls with Power Assist
Enclosed Cab with Air Conditioning & Heat
Engine/Hydraulic Systems Shutdown
Horn
Instrumentation: Engine Temperature & Fuel Gauges
Hourmeter, RPM and Warning Lights
Lift Arm Support
Lift Path: Vertical
Lights: Front & Rear
Operator Cab
- Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar and 3-Point Seat Belt
- Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level 1; (Level II is available through Bobcat Parts)

Parking Brake: Spring Applied, Pressure Released (SAPR)
Power Bob-Tach
Torsion Suspension with 5 Rollers
Tracks: Rubber, 17.7" wide
Warranty: 12 Months, Unlimited Hours

A01	1	$3,697.00	$3,697.00

A01 Option Package

High Flow Hydraulics
Power Reclaimer
Hydraulic Bucket Positioning

Deluxe Instrument Panel
Keyless Start
Attachment Control Kit
Cab Accessories Package

6809138Cbs	1	$915.00	$915.00
	1	$32,500.00	$32,500.00
7179957	1	$1,085.17	$1,085.17
7177713	1	$8,636.50	$8,636.50
7169784	1	$6,826.50	$6,826.50
7284798	1	$358.91	$358.91
6725917	1	$1,719.00	$1,719.00
6747437	8	$61.46	$491.68

Selectable Joystick Controls (SJC)
Hand Valve, 1 Auxiliary Hand
Engine Compartment Seal Kit, S850 & S870
Hi-Flow Coupler Applications Kit, Mechanical
Rear Fender Blade, 66 Wide
Attachment Control, 2 Pin (M) and (F) Sleeves
66" (F) Heavy Duty Bucket
Bolt-On Teeth (8)

Description | **Part No** | **Qty** | **Price Ea.** | **Total**

7/8" Hydraulic Breach Cutter 1 $4,950.00 $4,950.00

78" Blue Diamond Extreme Duty Rock Grapple 1 $3,815.00 $3,815.00

...dcat Tilt Bach			
Pallet Forks	1	$2,450.00	$2,450.00
Foxton Stumpex	1	$875.00	$875.00
	1	$18,300.00	$18,300.00

Total of Items Quoted	$177,571.16
Discounts	($14,449.35)
Quote Total - US dollars	$163,121.81

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ _____ **Sign:** _____ **Date:** _____

Loan A.P.R	Term in Months	Payment Period	Down Payment	Finance Amount	Loan Payment
0%	60	Monthly	$0.00	$163,121.81	$2,725.28
2.9%	72	Monthly	$0.00	$163,121.81	$2,477.11

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

3512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3300 Fax: (864) 269-9870
Email:
Web site: www.bobcatgv.com

Bill To:
IRONWORX PRODUCTIONS, LLC
EVANDON MCALISTER
520 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: CS176932 PO: 20164287
Date: 7/26/2018 Cashier: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: CPowers
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Entered: 7/26/2018
Work Ordered: CS176944
Taken Date:
Unit No: 47586
Unit Serial: 34727 [illegible]
Unit Desc: T870 14 Compact Track Loader 74 ESS RT
Unit Make: ASV
Unit Model: RT-60 HD

Responsible Party:
My Ref: 20164287
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 14
Unit Ser:

Loan

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
LEAK							
		LEAKS THE FUEL ENDS UP SOMETIMES DAMAGED THE GOOD O PLACED COOLER					
	SI	Warranty Bobcat	0.5750		$105.00		$60.38
7257444	PA	1093 - EXCHANGER, FUEL	1.0000		$285.86		$285.86
						Segment Total:	$346.24

Labor:	$60.38
Parts:	$285.86

Totals

Sub Total:	$346.24
Total Tax:	$0.00
Invoice Total:	$346.24

Summary of Payment

Type	Description	Amount
Warr - Bobcat	Customer Id: BOBCAT WARRANT	$346.24
	Total Forms of Payment:	$346.24

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 - US

Phone: (864) 299-3600 Fax: (864) 299-9670
Email:
Web site: www.bobcatgvs.com

Bill To:
IRONWORX PRODUCTIONS, LLC
[illegible]

SERVICE INVOICE

Invoice: 03-176934 PO: 20164288
Date: 7/25/2018 Credit: MCAUSTIN

Cust Email:
Phone: (318) 613-2058
Salesperson: CPowers
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Operator:
Work Order #:
Pickup Date:
Unit #:
Serial #:
Job Class:
Customer:

[illegible]
[illegible]
47088
[illegible]
T&C | T4 Compact Track Loader ARI [illegible]
HDP1
[illegible] Hours

Responsible Dept:
My Ref: 20164288
Delivery Date:
Unit Make: Bobcat
Unit Model: T570 T4
Unit Tag:

Tools

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
T570							
		[illegible]					
		[illegible]					
		[illegible]					
	SI	Warranty Bobcat	2.0125		$105.00		$211.31
[illegible]	PA	BOBT - BALER, FRONT	1.0000		$280.15		$280.15
7C1537	PA	BOB - SCREW, HEX HEAD	2.0000		$6.08		$12.16
6C1F	PA	BOB - WASHER	2.0000		$0.98		$1.96
Freight - SC	MC	Freight South Carolina Only	1.0000		$410.37		$410.37
						Segment Total:	$915.95

Labor:	$211.31
Parts:	$704.27
Misc Charges:	$410.37

Info

Sub Total:	$915.95
Total Tax:	$0.00
Invoice Total:	$915.95

Forms of Payment

Ref	Description	Amount
40	Bobcat	$915.95
	Customer Id: BOBCAT WARRANTY	
	Total Forms of Payment:	$915.95

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3061 Fax: (864) 269-0371
Email:
Web site: www.bobcatsgs.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
[illegible]
[illegible], SC 29672 US

SERVICE INVOICE

Invoice: 03-174314 PO: 2015/940
Date: 7/6/2018 Cust#: MCALIS1LR

Cust Email
Phone: (310) 913 2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

[illegible]
[illegible]
[illegible]
Unit No:
Unit Serial:
Unit Desc:
Unit Make:

7/5/2018
DHollingsworth

A708R
B4PM11710
T870 T4 Compact Track Loader 84 S-SC RT
OPT
[illegible]

Responsible Tech:
My Ref: 2015/940
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

LEAK

Date / Type	Description	Qty	Tax	Price	Discount	Net Price
	TRACK ASSY, RWK MOTOR COMBO HUB FLANGE 2013 ROLLS HOME - DOWEL AND THE ORING BLOW OUT ON THE FRONT SIDE OF THE MOTOR REPLACED ORING AND CHECKED TORQUE ON THE OTHER FLANGES.					
LB	Warranty Bobcat	2.3000		$105.00		$241.50
6901117 PA	BOLT - STUD FLANG, 3.6 gal	1.0000		$34.19		$34.19
6902234 PA	BOLT - STRING	1.0000		$2.06		$2.06
					Segment Total:	$277.75

Labor:	$241.50
Parts:	$36.25
Sub Total:	$277.75
Total Tax:	$0.00
Invoice Total:	$277.75

Form of Payment

Type	Description	Amount
20 - Bobcat	Covered by BOBCAT WARRANTY	$277.75
	Total Forms of Payment:	$277.75

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

[illegible]

SERVICE INVOICE

Invoice: 03-169395 PO: 20144680
Date: 5/25/2018 Contact: MCAUSTIN

[illegible]

Cust Email:
Phone (310) 913-2050
Salesperson DHollingsworth
User DHollingsworth

Sold To:
IRONWORKS [illegible]
BRANDON MCAUSTIN
[illegible]

Ship To:
IRONWORKS PRODUCTIONS, LLC

[illegible] 5/25/2018
Work Order No. CA-169414
Pickup Date
Unit No. [illegible]
Unit Serial [illegible]
Unit Desc. 2020 14 Bobcat Track Loader Anti-Skid
Unit Make Cat
710.4 Hours

Responsible Tech
My Ref 20144680
Delivery Date
Unit Make Bobcat
Unit Model T870 T4
Unit Tag

CODING

Do	Type	Description	Qty	Tax	Price	Discount	Net Price
CODING							
		CODING Does Not Meet Match Out of Position FOUND WIRE NUMBER 182 WHEN YOU WIGGLE IT AT THE CONNECTOR FOR THE DRIVE CONTROLLER WIRE IS CODE 211. REPLACE HARNESS. THIS TIME FOR REPLACING THE HARNESS THE SET IN JUST NOT ENOUGH TIME FOR THIS REPAIR I HAVE NOW TECH ON THIS REPAIR THAT HAS ONLY WITH ME FOR UNDER YEARS AND IT TOOK HIM 12.5 HRS TO COMPLETE IT SOFTWARE TOOK 0.5 HR TOO. THX					
	SI	Warranty Bobcat	10.3500		$105.00		$1,086.75
6233A	PA	SOR - HARNESS MFR	1.0000		$2,382.53		$2,382.53
						Segment Total:	$3,469.28

Labor:	$1,086.75
Parts:	$2,382.53

Sub Total:	$3,469.28
Total Tax:	$0.00
Invoice Total:	$3,469.28

Type of Payment:

Do	Description	Amount
[illegible]	[illegible] EXTENDED WARRANTY	$3,469.28
	Total Forms of Payment:	$3,469.28

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2612 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-8801 Fax: (864) 269-0878
Email:
Web site: www.bob.bobcat.com

BILL TO
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
[illegible]
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-167436 PO: 20138885
Date: 5/7/2018 Cust#: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To
IRONWORX PRODUCTIONS, LLC

Opened: 5/7/2018
Work Order No: WO-167381
Closed Date:
Unit No:
Unit Serial:
Unit Desc:
Unit Model:

Responsible Tech:
My Ref: 20138885
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

SELL MOD

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
SELL MOD							
		SELL MOD Warranty *SEE WARRANTY LETTER SIDE DOOR* WAS $1810					
SWSTER	SL	Warranty Bobcat	1.1500		$105.00		$120.75
SWST	PA	BOB - RH WASHER	1.0000		$12.50		$12.50
SWST	PA	BOB - NUT	4.0000		$1.01		$4.04
						Segment Total:	$137.29
TRAVEL TIME							
		TRAVEL TIME					
	SL	Warranty Bobcat	1.0000		$105.00		$105.00
						Segment Total:	$105.00
					Labor:		$225.00
					Parts:		$16.54

Sub Total: $242.29
Total Tax: $0.00
Invoice Total: $242.29

Form of Payment

Type	Description	Amount
BC	Bobcat	$242.29
	Total Forms of Payment:	$242.29

Balance Due On This Invoice: $0.00

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 963-9000 Fax: (864) 269-0870
Email:
Website: www.bobcatpros.com

Bill To:
IRONWORX PRODUCTIONS, LLC
[illegible]
[illegible]
[illegible] SC [illegible] US

SERVICE INVOICE

Invoice: 03 168440 PO: 20136522
Date: 4/30/2018 Cust#: MCA0113

Cell Email:
Phone: (910) 913-2858
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Date: 4/18/2018
Work Ordered By: [illegible]
Customer Ref:
Unit No: 17089
Unit Serial: B3FG11731
Unit Desc: 1870 Tilt Universal Track Loader w/61 2-D Ti
Unit Make: BBT
Unit Meter: 95.3 Hours

Responsible Tech:
My Ref: 20136522
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 PH
Unit Tag:

Ordering:

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
		CUSTOMER AND OPERATOR: Cold Reserve Driveline Error Off 17597 Left Swashplate Out of Leakage. WE TRIED SWAPPING SWASH PLATE SENSORS TO SEE IF THE CODE WOULD CHANGE. CODE STAYED THE SAME. We REMOVED THE HYDROSTAT TO GET TO THE BRAKINGS AND THE LEFT SIDE BRAKING WAS BROKEN BEYOND THE HYDROSTAT. [illegible] SPOKE TO MY DEALER AND EXPLAINED TO HIM OUR CONCERNS COMPLAIN ABOUT REPAIRING THE HYDROSTATIC UNIT ARE HE DID NOT SEE ANY NEED ABOUT OPENING IT UP. THAT'S WE DECIDED TO JUST REPLACE THE HYDROSTAT OR TURN IT OVER FOR [illegible] SAID THAT THE SWAPPING OF SWASH PLATE SENSORS TO FIND THE PROBLEM AND REASSEMBLE HYDROSTAT FOR SAME DECISION					
84	Warranty Bobcat		207900	$405.60		$5,174.50
[illegible]	Dlr	6903 - PUMP, HYD	AND PTO GEAR	1.0000	$3,147.75		$3,147.75
[illegible]	Wk	6903 - SEAL		1.0000	$1.73		$1.73
[illegible]	PC	6903 - HYDRAULIC OIL 2.5 gal		1.0000	$30.38		$30.38
[illegible]	PA	6903 - PC 5341 ANTIFREEZE PREMIX GAL		3.0000	$11.35		$34.05
						Segment Total:	$5,417.79

Labor:	[illegible]
Parts:	[illegible]
Sub Total:	$5,417.79
Total Tax:	$0.00
Invoice Total:	$5,417.79

Type of Payment:

ID	Description	Amount
01 Federal	Customer to Bobcat Warranty	$5,417.79

Page 1 of 1

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 239-3600 Fax: (864) 269-0876
Email:
Web site: www.bobcatgsp.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-166440 PO: 20136522
Date: 4/30/2018 CustId: MCALISTER

Cust Email:
Phone (310) 913-2058
Salesperson DHollingsworth
User DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Total Forms of Payment: $5,417.79

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

515 River Rd
Piedmont, SC 29673 US

Phone: (864) 967-3000 Fax: (864) 299-3976
Email:
Web site: www.bobcatgpc.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
CROSSINGLETON RD
[illegible] SC 29673 US

SERVICE INVOICE

Invoice: 03-[illegible]1382 PO: 20123869
Date: 3/19/2018 Customer: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Opened: 3/19/2018
Work Order No: 03-[illegible]1382
Promise Date:
Unit No: A7083
Unit Serial: B3YC11740
Unit Desc: T870 Compact Track Loader Anti-ELD EP
Unit Meter: 1
99 Hours

Responsible Tech:
My Ref: 20123869
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

LEAK

Line	Type	Description	Qty	Tax	Price	Discount	Net Price
LEAK		LEAK AT SIGHT GLASS FOUND HOSE VARIES 27668 LOOSE TIGHTENED HOSE AND RE-FILLED WITH HYDRAULIC OIL AS NEEDED					
	SI	Warranty Bobcat	0.5000		$120.75		$60.38
WRAP	PA	HOB - HYDRAULIC OIL 2.5 gal	1.0000		$30.38		$30.38
						Segment Total:	$91.76
SAVE TIRE							
		[illegible]					
	SI	Warranty Bobcat	1.0000		$105.00		$105.00
						Segment Total:	$105.00

Labor:	$166.38
Parts:	$30.38

Sub Total:	$196.76
Total Tax:	$0.00
Invoice Total:	$196.76

Form of Payment

Type	Description	Amount
Bobcat	Customer Id: IRONWORX WARRANT	$196.76
	Total Forms of Payment:	$196.76

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

3612 Rhett Rd
Piedmont, SC 29673 US

Phone: (864) 306-3600 Fax: (864) 269-0870
Email:
Web site: www.bobcatpros.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
[illegible]
GREENVILLE, SC 29605 US

SERVICE INVOICE

Invoice: 01-156347 PO: 20180408
Date: 1/31/2018 Cashier: MCALISTER

Work Email:
Phone: (310) 313-2008
Salesperson: DHollingsworth
Job: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Type:	1/30/2018	Responsible Tech:	
Work Order No:	01-156347	My Bid:	20180408
Status Date:		Delivery Date:	
Stock No:	47868	Unit Make:	Bobcat
Unit Serial:	[illegible]	Unit Model:	S70 T4
Unit Hours:	[illegible] Track Loader, ACSC, C	Unit Tag:	
Unit Meter:	1021		
	0.0 Hours		

Details

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
0		[illegible]					
758820	SI	Warranty Bobcat	20.7000		$105.00		$2,173.50
36111	PA	9083 - Hardware	2.0000		$2.20		$4.40
86333	PA	9084 - [illegible]	2.0000		$30.38		$60.76
86333	PA	9083 - HD SAM ANTIFREEZE PREMIX 1/2 AL	1.0000		$11.35		$11.35
						Segment Total:	$2,272.71

Labor:	$2,173.50
Parts:	$99.21

Sub Total:	$2,272.71
Total Tax:	$0.00
Invoice Total:	$2,272.71

Form of Payment

Type	Description	Amount
01 Bobcat	Statement to BOBCAT WARRANTY	$2,272.71
		Total Forms of Payment: $2,272.71

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2612 River Rd
Piedmont SC 29673 US

Phone: (864) 269-0000 Fax: (864) 269-0870
Email:
Web site: www.bobcatgreenville.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
[illegible]
[illegible]

SERVICE INVOICE

Invoice: 03-154020 PO: 20100229
Date: 1/10/2018 Customer: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Invoiced: 1/5/2018
Work Order No: 03-112588
Picture Date:
Unit No: 470B6
Unit Serial: B4Z011710
Unit Desc: 2018 Compact Track Loader A64 SJC HF
Unit Meter: 1317
46.8 Hour

Responsible Tech:
Ref No: 20100229
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

GRAPPLE

No	Type	Description	Qty	Tax	Price	Discount	Net Price
GRAPPLE							
		GRAPPLE INSTALLATION FOUND THE CABLE COUPLER O RING BAD CAUSING THE AUX TO DRAIN TO CASE DRAIN AT THE COUPLER BLOCK REPLACED COUPLER					
	SC	Warranty Labour	0.5000		$120.75		$60.38
0450C	PA	DOG - COUPLER, HF FEMALE	1.0000		$63.80		$63.80
						Segment Total:	$124.18

Labor:	$60.38
Parts:	$63.80

Sub Total:	$124.18
Total Tax:	$0.00
Invoice Total:	$124.18

Forms of Payment

Type	Description	Amount
On Bobcat	Customer Id: BOBCAT WARranty	$124.18
	Total Forms of Payment:	$124.18

Balance Due On This Invoice: $0.00

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GATOR MADE TRAILERS, INC.

Quality Trailers and Equipment

[illegible] Cobb Parkway North Marietta GA 30062

Phone: (770) 919-2650 Cell: (404) 791-[illegible]

Fax: (770) [illegible]

Invoice

DATE	INVOICE #
11/9/2018	88401

BILL TO

Anne McAlister
M L A[illegible] MANAGEMENT
[illegible]
[illegible]

SHIP TO

marietta
brandon 864-888-[illegible]
[illegible]
anne.mcalister@wes
@[illegible].com

P.O. NO.	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA	FOB	PROJECT
		11/9/2018	JM	11/8/2018	PICK UP	Seneca	

ITEM	QTY	DESCRIPTION	COLOR	TIRES	FLOOR	AXLES	RATE	AMOUNT
[illegible]	1	2019 model gooseneck dlx series 2[illegible]5 goosenec[illegible] 8[illegible] With 2-5/16 ball connection 14' 3 wheels 16 ply tires 2-15 k hydraulic dove brake axles commercial hydraulic self leveling jacks fold flat on top of gooseneck 3 stainless steel mesh body wall boxes: one on each side 6 - 1[illegible] d-rings 8 - [illegible] tie rings vin # [illegible]001988 dot: [illegible] paying [illegible] down for the unit including balance of 23,[illegible] PDI Fee	white	16 ply	2x8 wood	2-15k hyd...	93,660.00	93,660.00
[illegible]	1						180.00	180.00
							19.00%	1,800.80

A returned check is subject to 35% [illegible] fee other requested by Gator Made Trailers, Inc. (GMT). Upon trailer or equipment leaving sellers or seller's representative premises, the purchaser accepts full responsibility of maintenance and operation of any trailer or equipment provided by Gator Made Inc. Buyer's and trailer operation therefore have been [illegible] with pickup of trailer. Register warranties at www.gatormade.com

Customer claim agreement will be made by Gator Made Inc. Failure any remedy to [illegible] warranty.

Gator Made Inc accepts cash, wire transfers, or cashier's/certified checks. Other [illegible] of payment will be subject to the following surcharges: credit cards 3%, check

Total	$26,[illegible]80.80
Payments/Credits	$26,[illegible]80.80
Balance Due	$0.00

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Anne McAlister

From: Mario Pelletier <mario.pelletier@deniscimat.com>
Sent: Tuesday, April 10, 2018 9:40 AM
To: Brandon McAlister
Cc: André .22 Blais
Subject: Re: Cracked motor

Good morning Brandon,

Sorry for the situation .

André (At Cimat) Working for you to found a hydraulic replacement motor.
The first thing is to make your mulching running .
As soon as André have motor in stock i will go install and re adjust it.

André Blais tel: 450 548 7007 # 22

The day i will fixe your machine i will need the salesman and Bobcat mecanic.
Can you check it with them .

Thanks

Mario Pelletier
Technicien sur le terrain On Field Technician
Service après-vente After-Sales Support

[redacted]

www.denis.com

[redacted]
Cell: 450 [redacted]
Fax: 450 548 7008
mario.pelletier@deniscimat.com

Youtube
Facebook

Le 10 avr. 2018 à 06:03, Brandon McAlister <simlodouble@gmail.com> a écrit :

Good morning Mario,

Bobcat does not seem to care that I'm out of the mulching business 4 weeks now and Denis Cimat certainly does not. Seems there's a finger pointing game going on of who's fault it could have been.

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My question is about Rexroth??? They make the pump/motor current? Is it remotely possible that they would make a faulty product on rare occasion?

As I have stated I did nothing different than I normally do when using the head. I noticed the leak days after using it. And I keep a pretty good eye on things that cost as much as my equipment does.

I'm not happy with Bobcat, the local Cat dealer is trying to work with me to get me out of the T870 and put me in a steel track 299D XHP. I have also contacted Tamrac and Fecon for a dedicated forestry machine. Tamrac says I can use any head I like with their machine. The CAT dealer swears by Denis Cimaf but I'm hesitant of getting another Cimaf head due to product support. My excavator comes in 10 days and I need a head for it. What head other than Denis Cimaf would you recommend?

I'm currently 8 mulching jobs behind and now referring my clients to other companies that can do the job in a timely manner.

I'm also curious what the warranty is on a Denis Cimaf product? I have reached out to Frank Hollowell a few times and no reply. He must have been instructed to leave me alone.

If it's my fault then have them prove it and I will pay. If it's a combination of faults then we all should pay a little and I think Rexroth should have to take a bite of this as well. I want to be a Denis Cimaf customer. I want to buy a head for the excavator. I genuinely appreciate your help and expertise, you are the only one that answers my messages so I'm dependent on you for a resolution.

Please help me stay in business.

Thank you for your help.

Brandon McAlister

On 7/3/18 3:32 PM, Mario Pelletier wrote:

Hi Brandon,

André communicated with your dealer

Mario Pelletier
Technicien en [illegible]
Support technique produits [illegible]

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Tel. (450) 548-7005
cell. (514) 522-9403
fax (450) 548-1805
mario.pelletier@denischima.com

Youtube

Facebook

Le 3 avr. 2018 à 13:48, Brandon McAlister <simlodonllc@gmail.com> a écrit :

Good afternoon Mario,

I spoke with Brad Daniels my salesman at Bobcat. He says nobody there has heard anything from Denis Cimat.

I really need to get this head fixed so I can get back to work as soon as possible.

Please let me know how to proceed.

Thank you for your help,

Brandon

On 4/2/18 5:17 PM, Mario Pelletier wrote:

Hi Brandon,

Have you check with your dealer? He s supposed to contact DenisCimat to order an hydraulic motor.

Tomorrow I'll check it and let you know.

Envoyé de mon iPhone

Le 2 avr. 2018 à 16:46, Brandon McAlister <simlodonllc@gmail.com> a écrit :

Hi Mario,

I was curious if there was any update of when my head may be repaired?

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Hope all is well

Brandon McAlister

864-888-7479

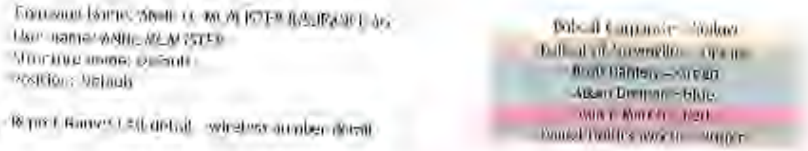
920 Singleton Rd

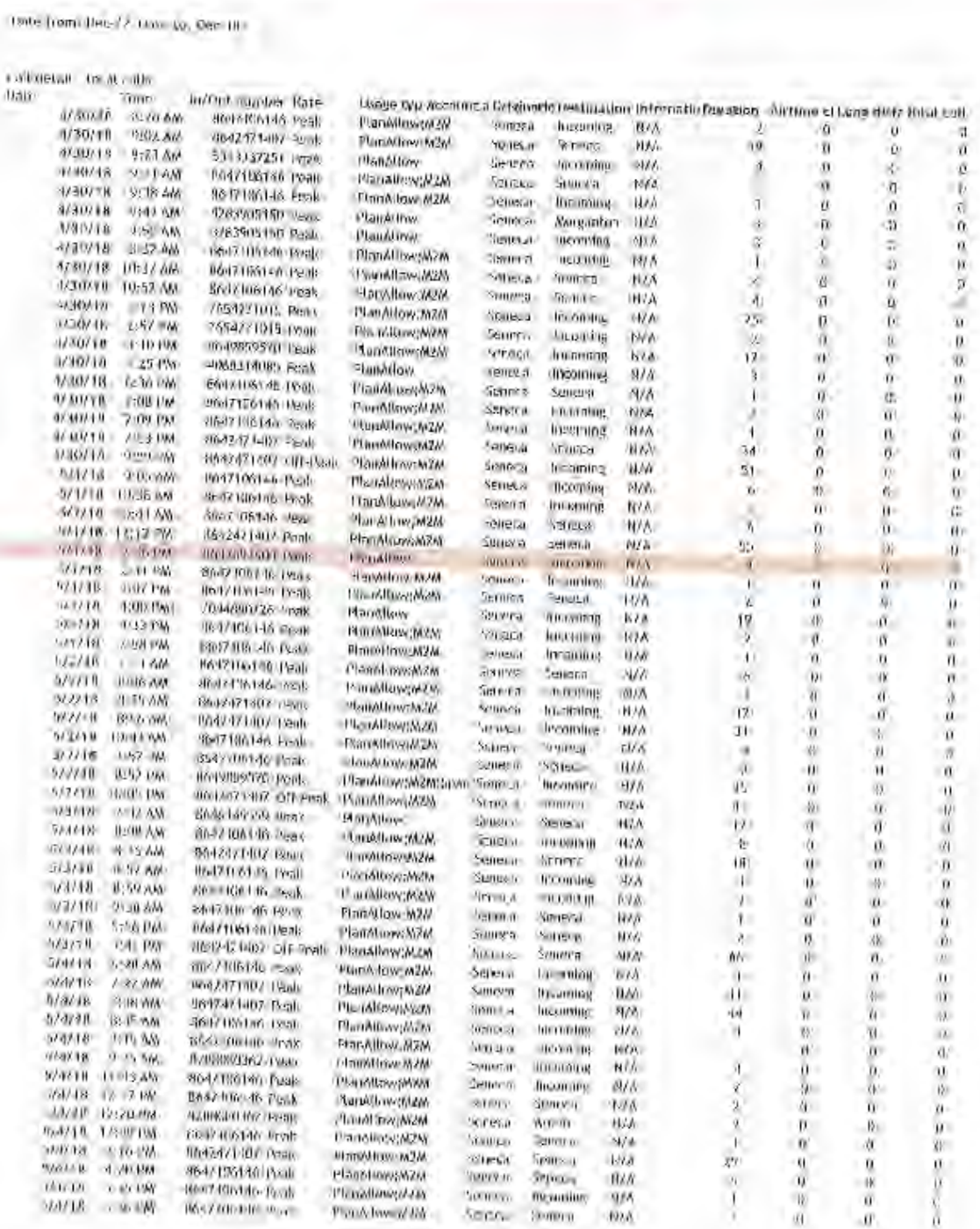
Seneca SC 29672

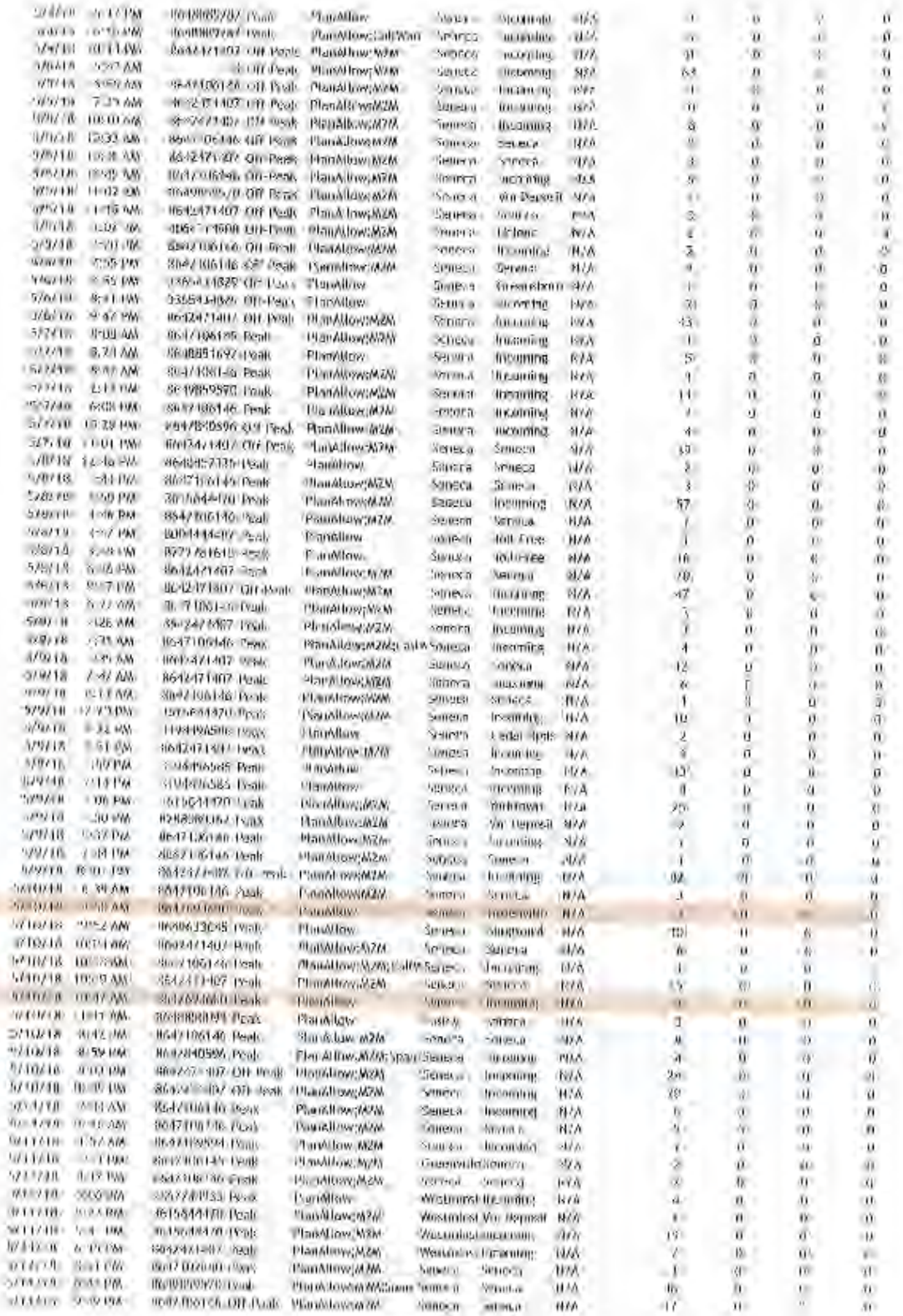
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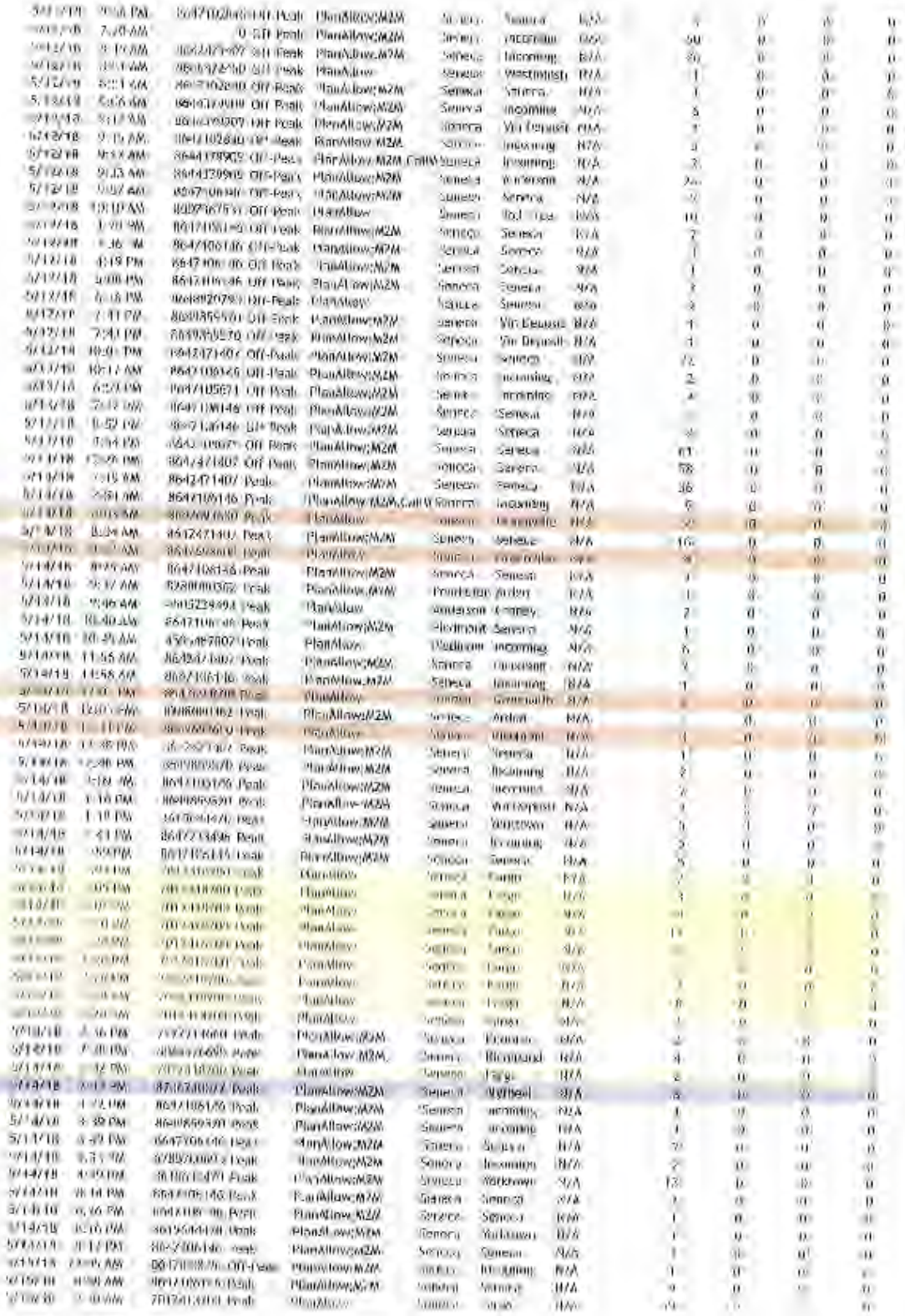
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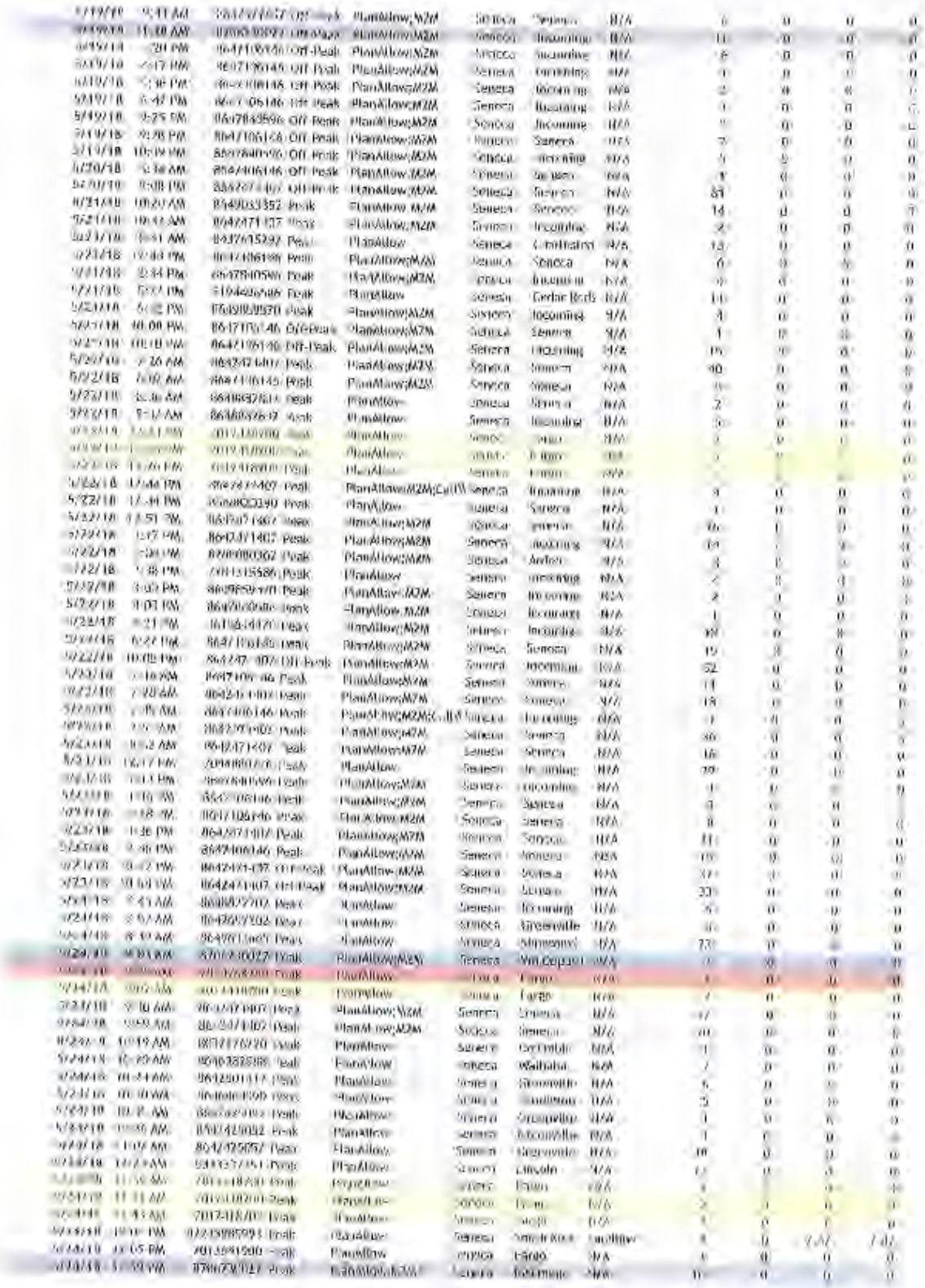
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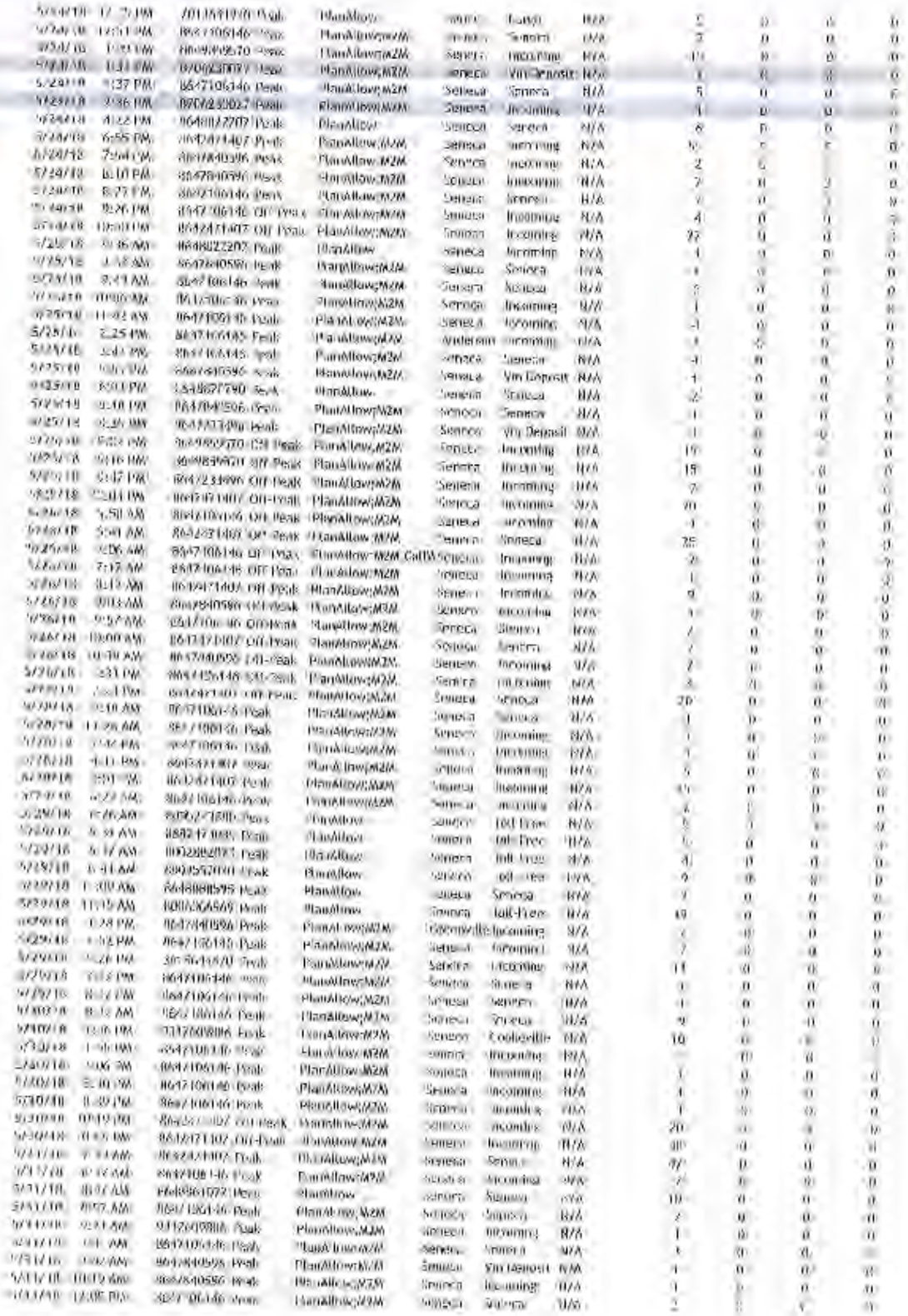
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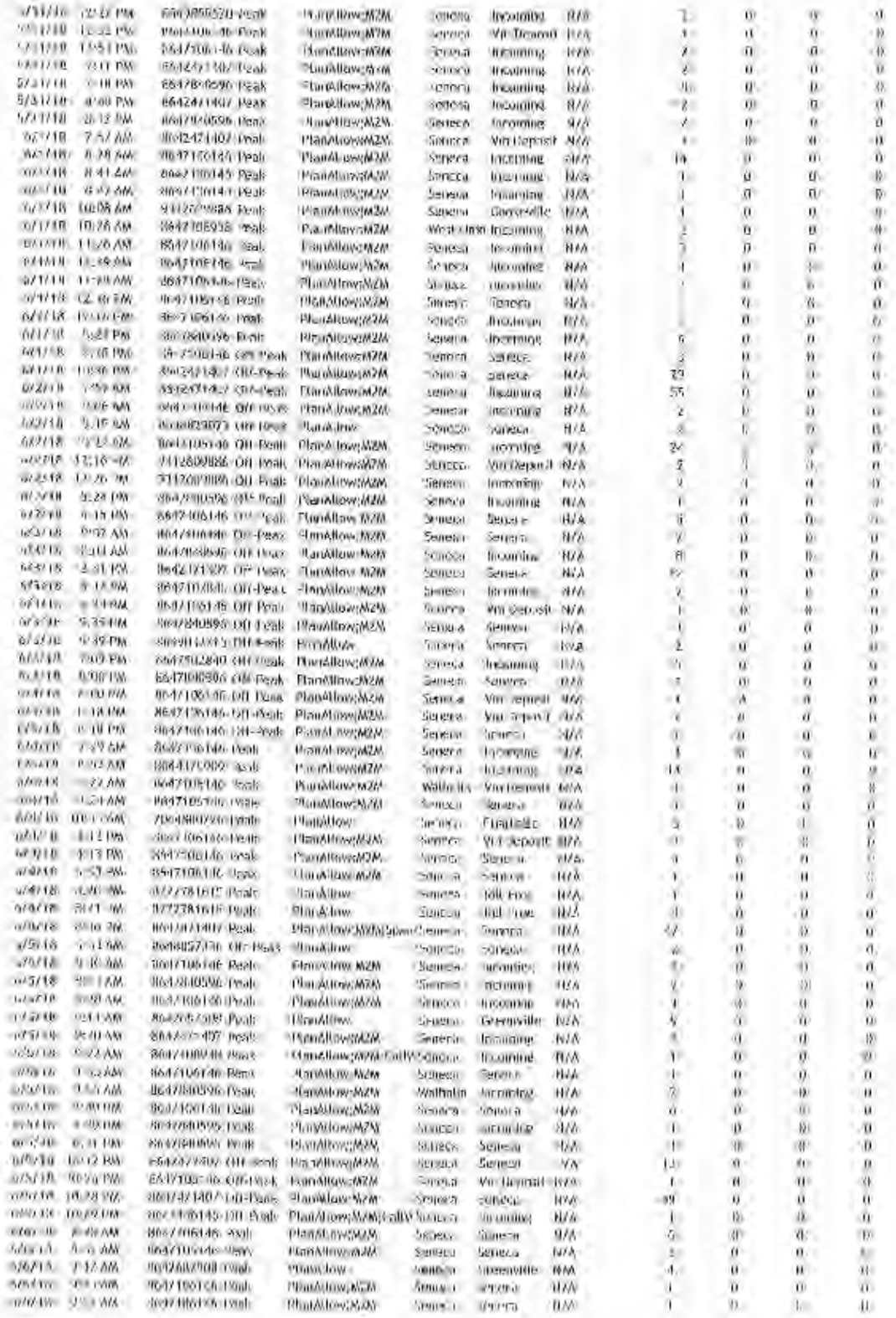
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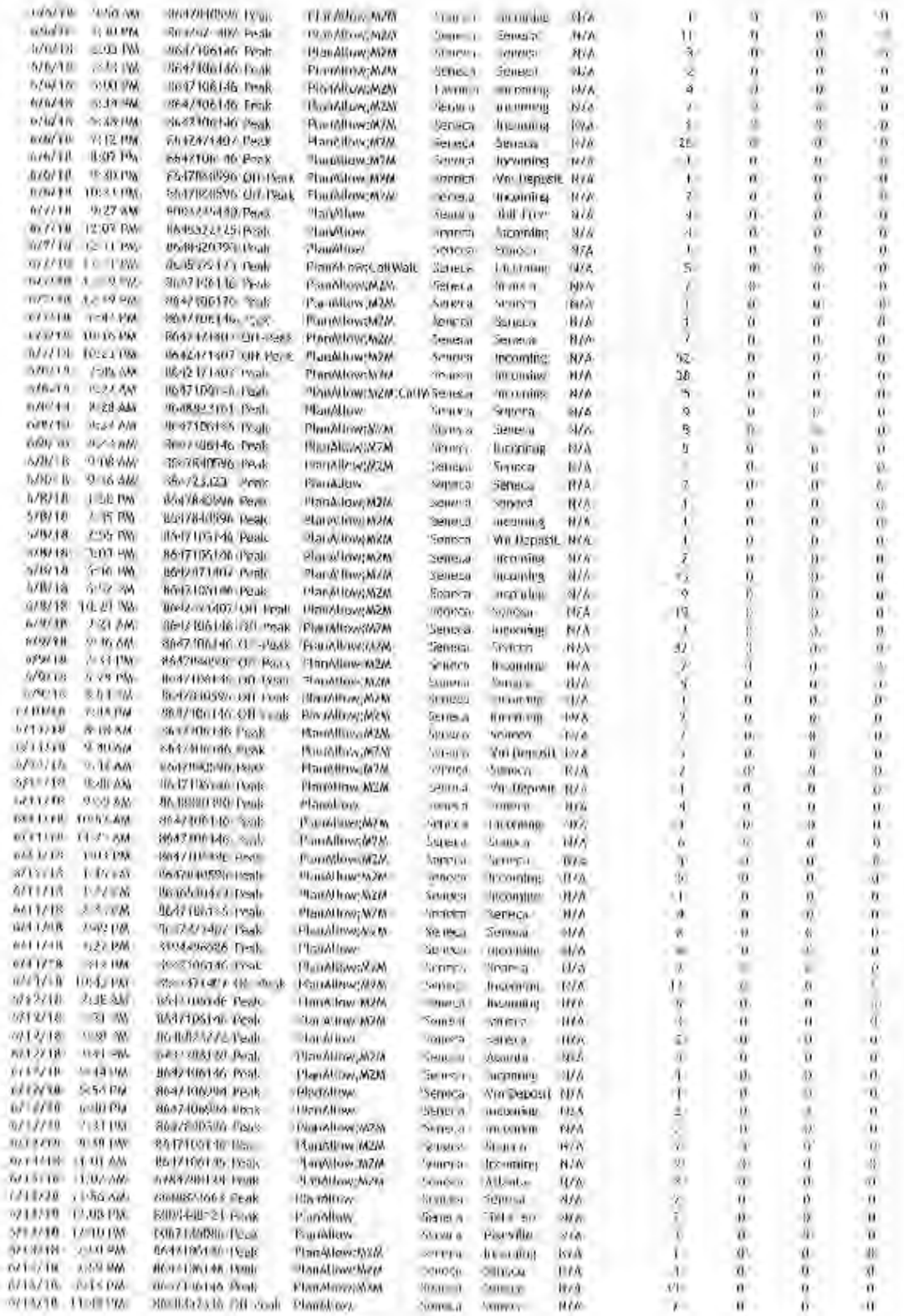
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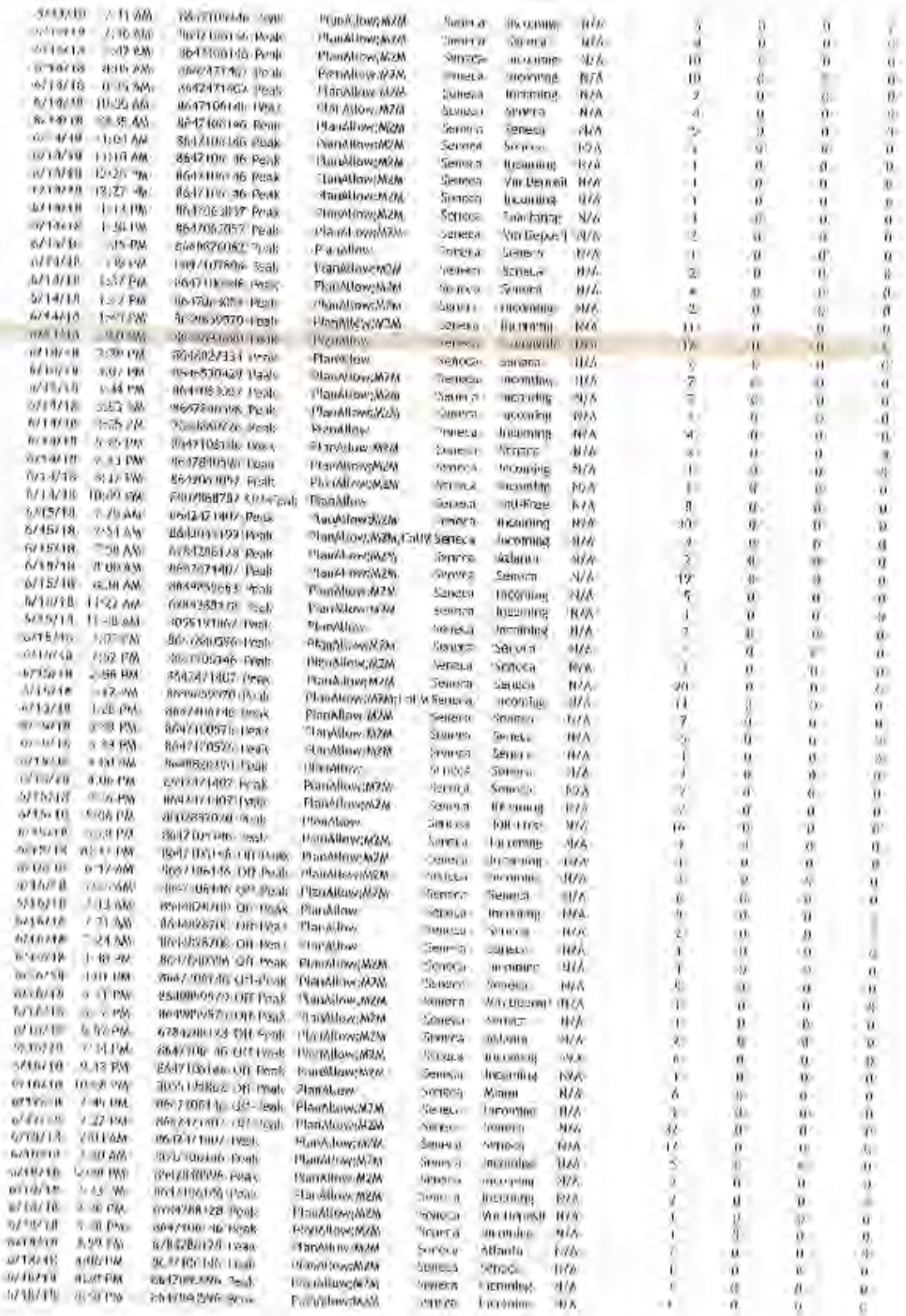
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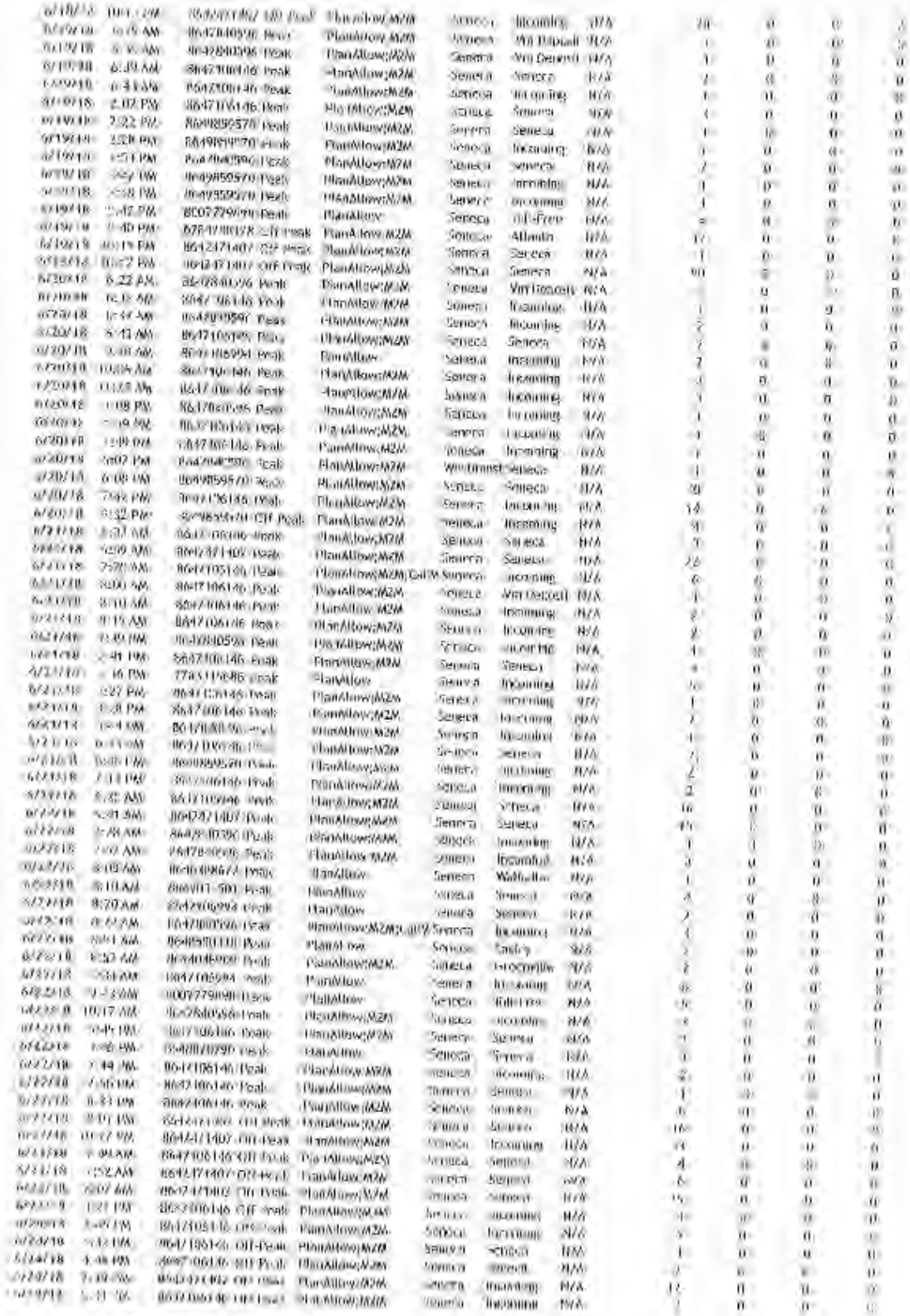
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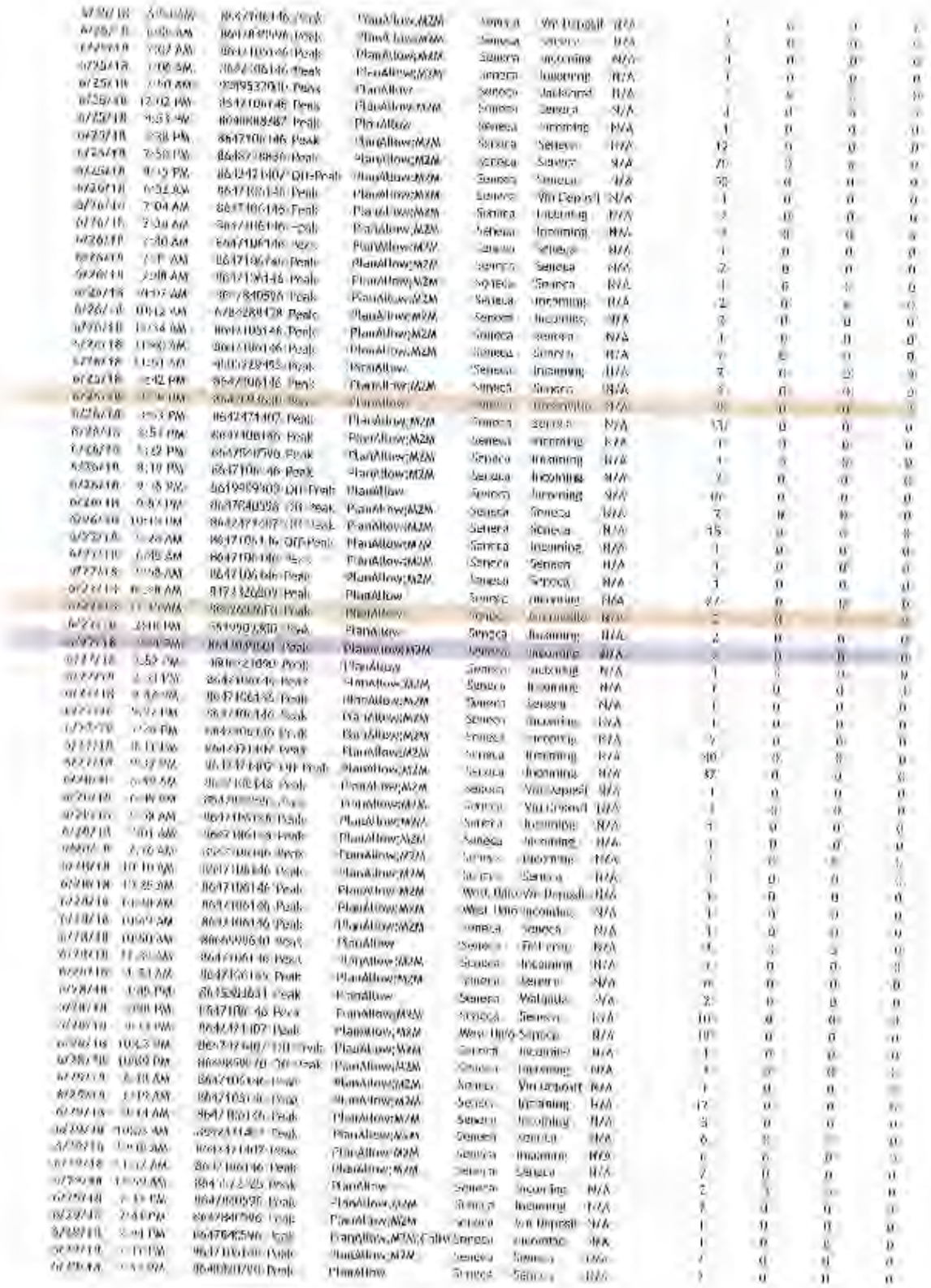
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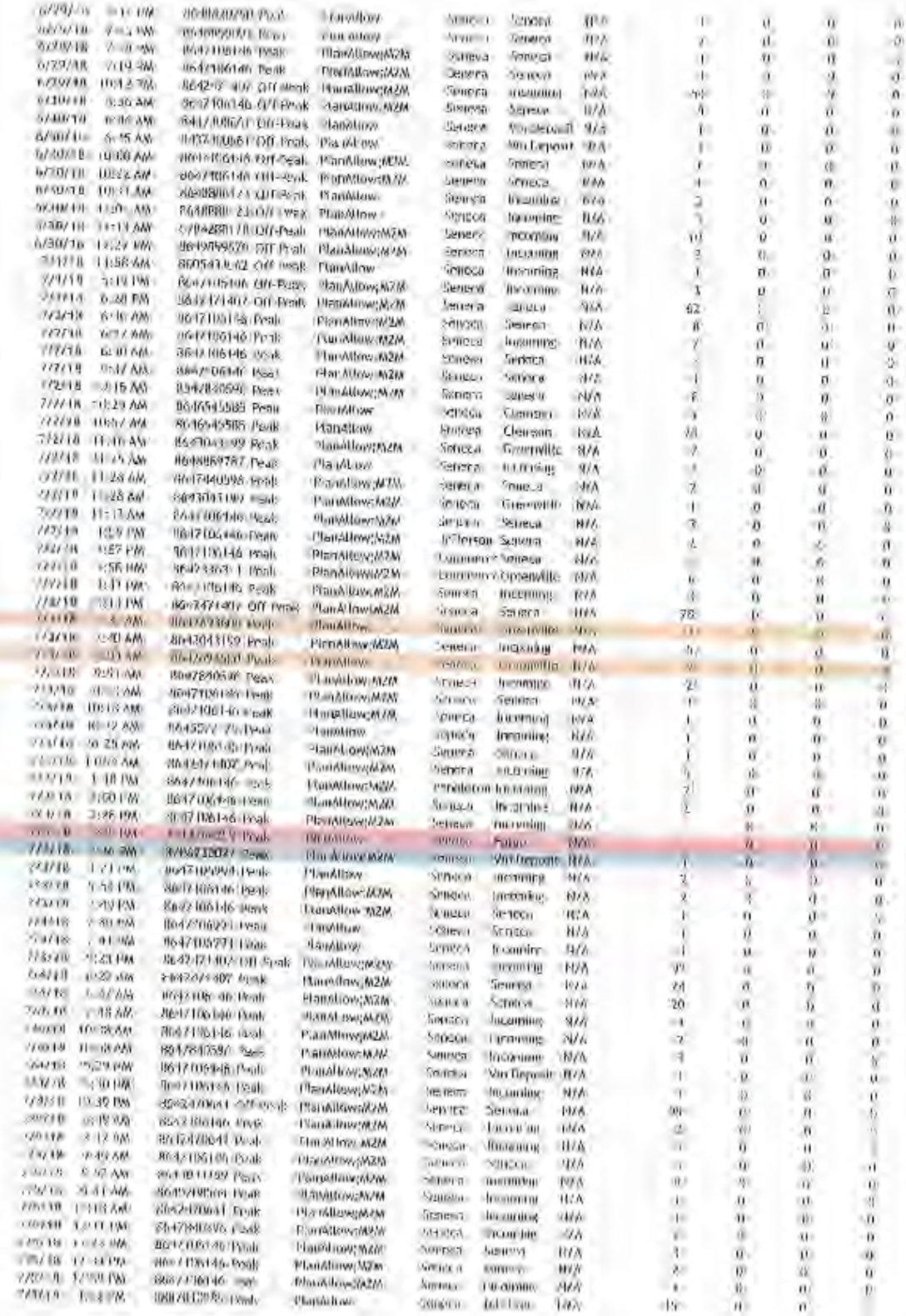
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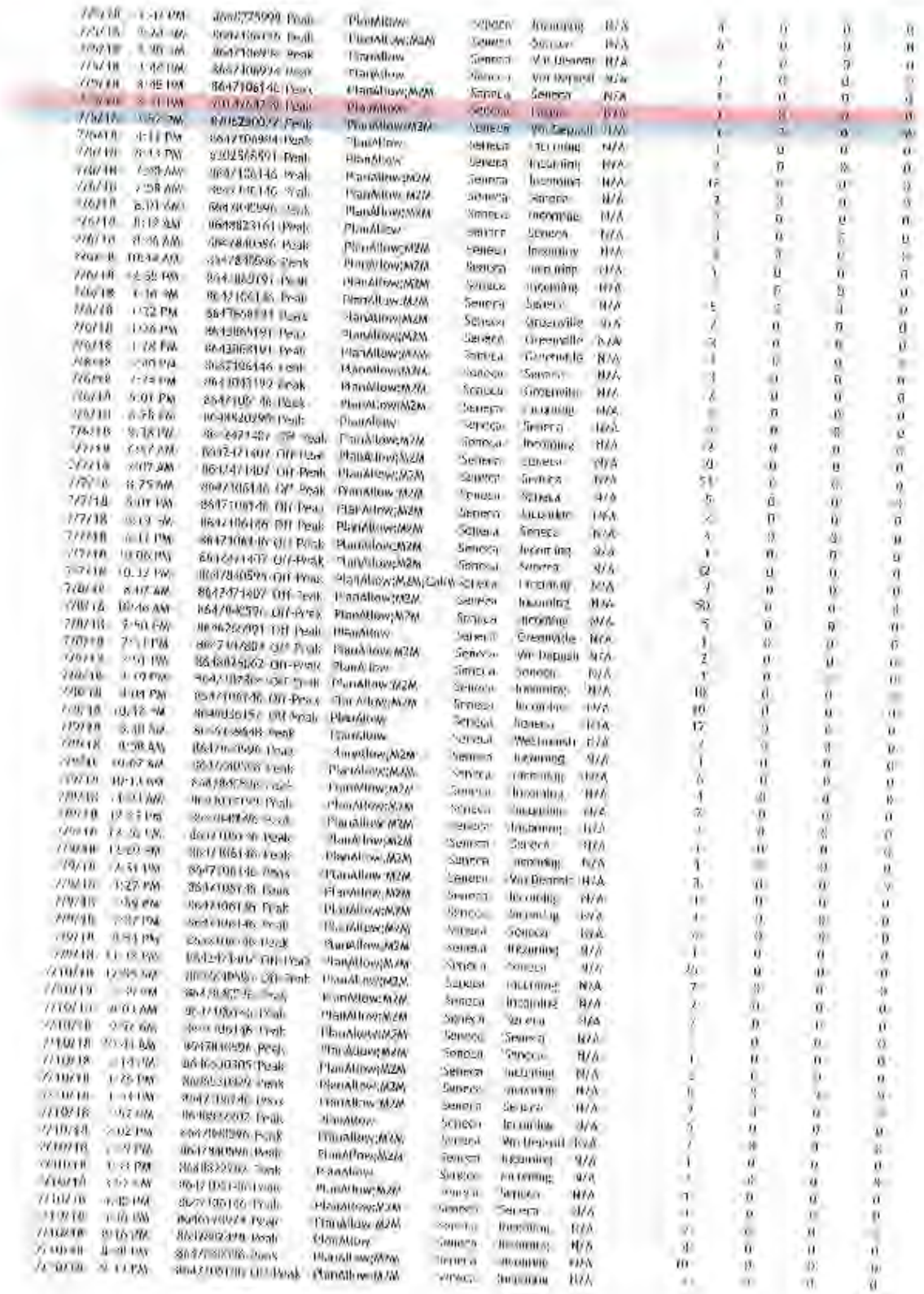
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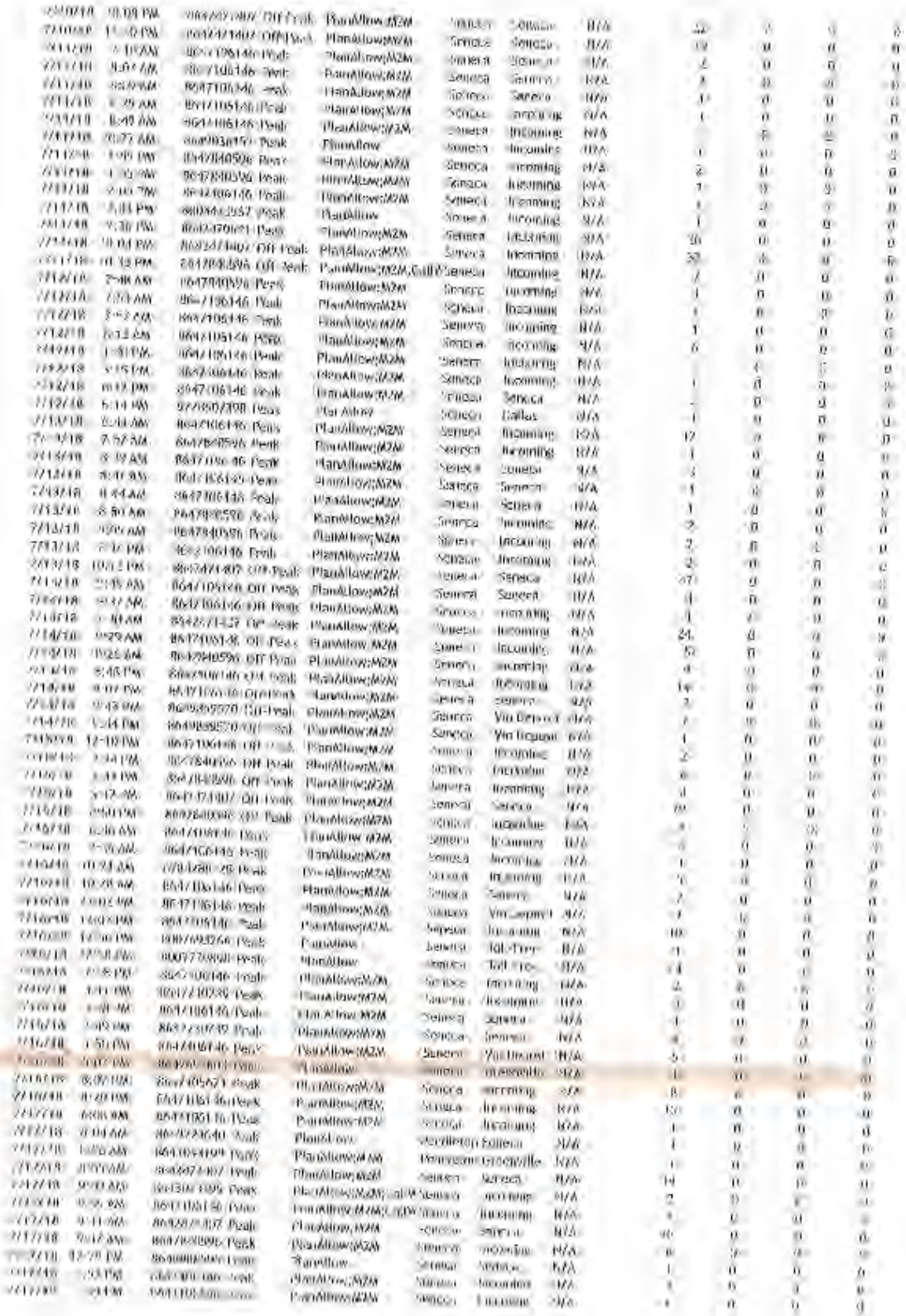
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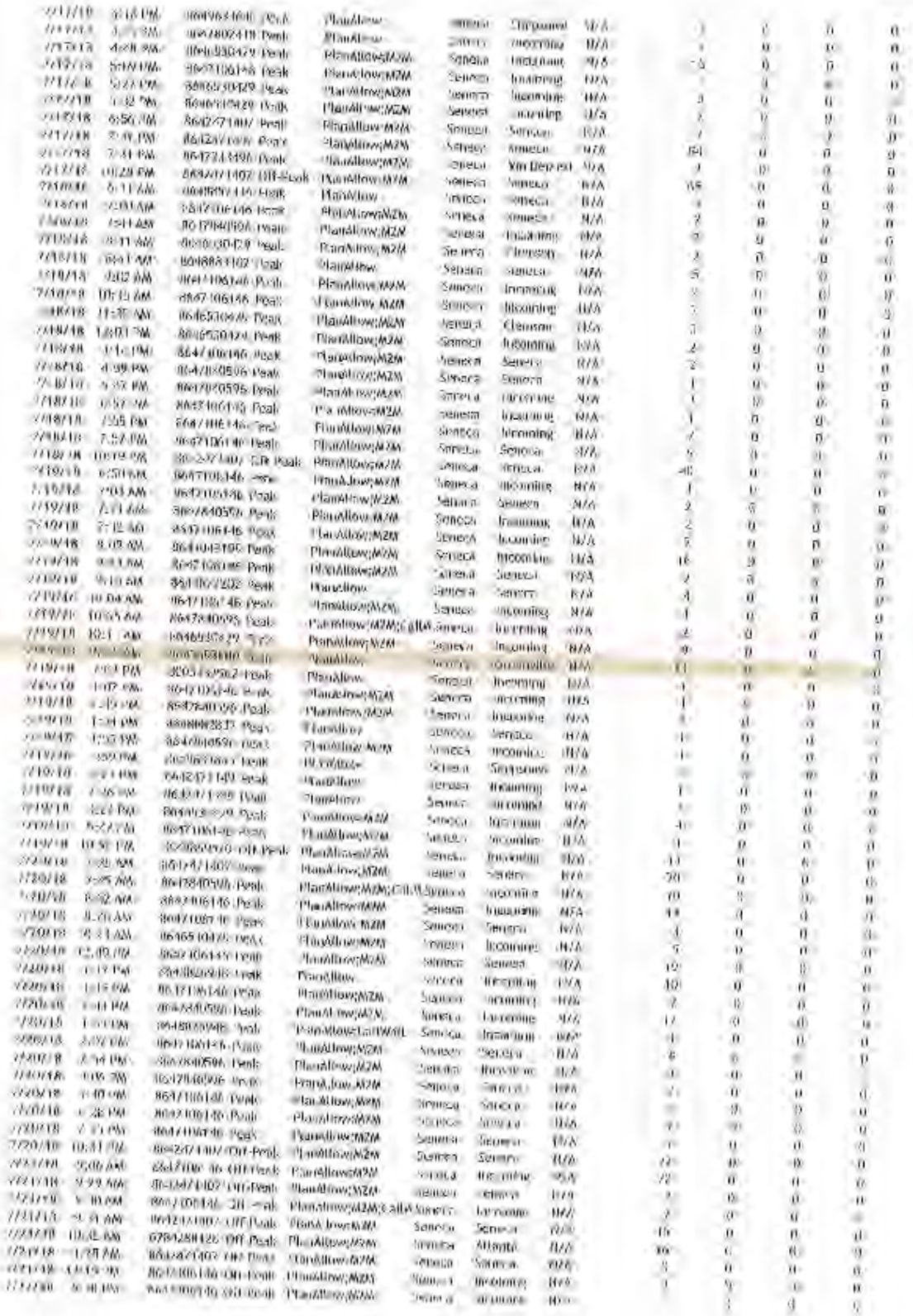
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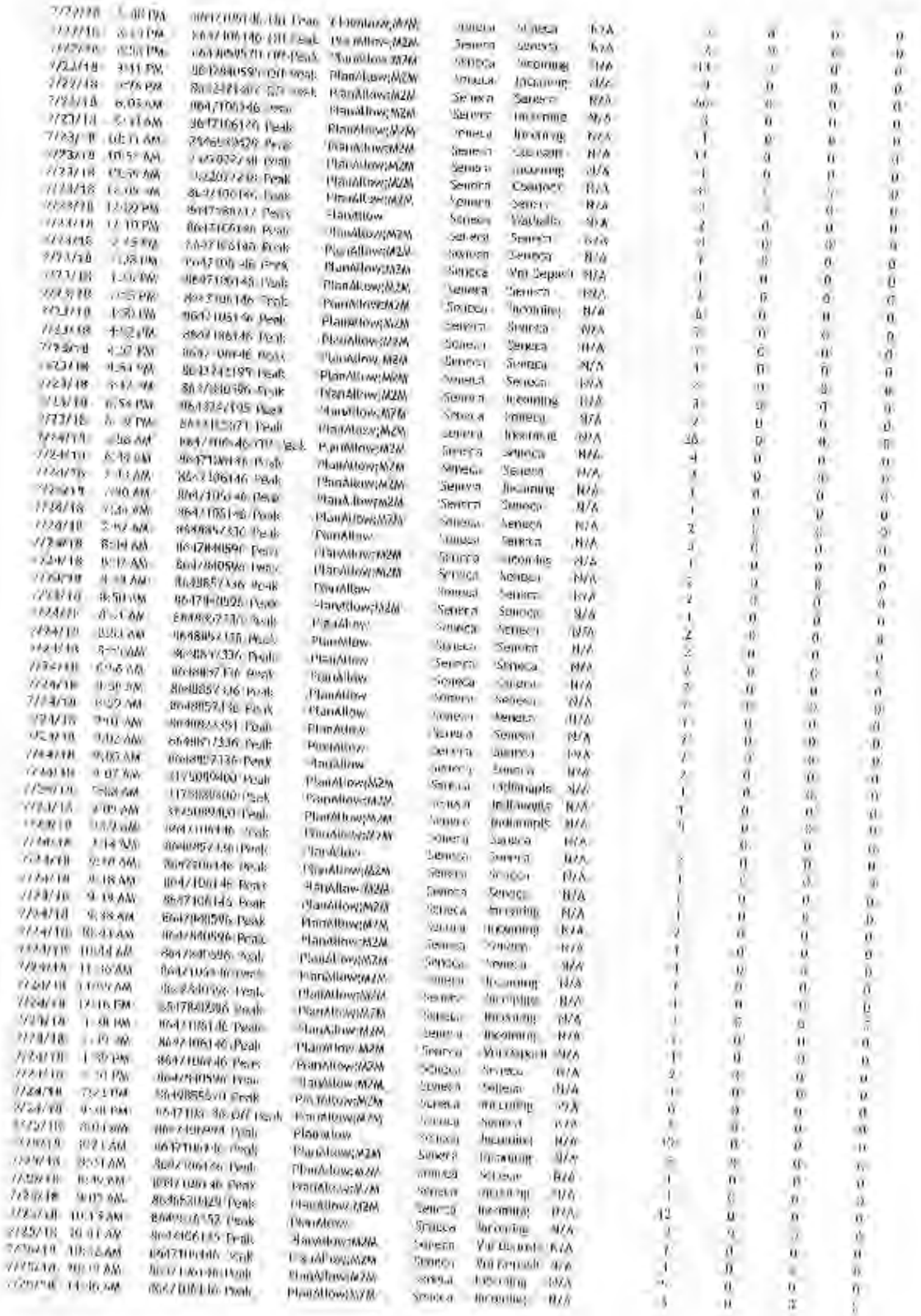
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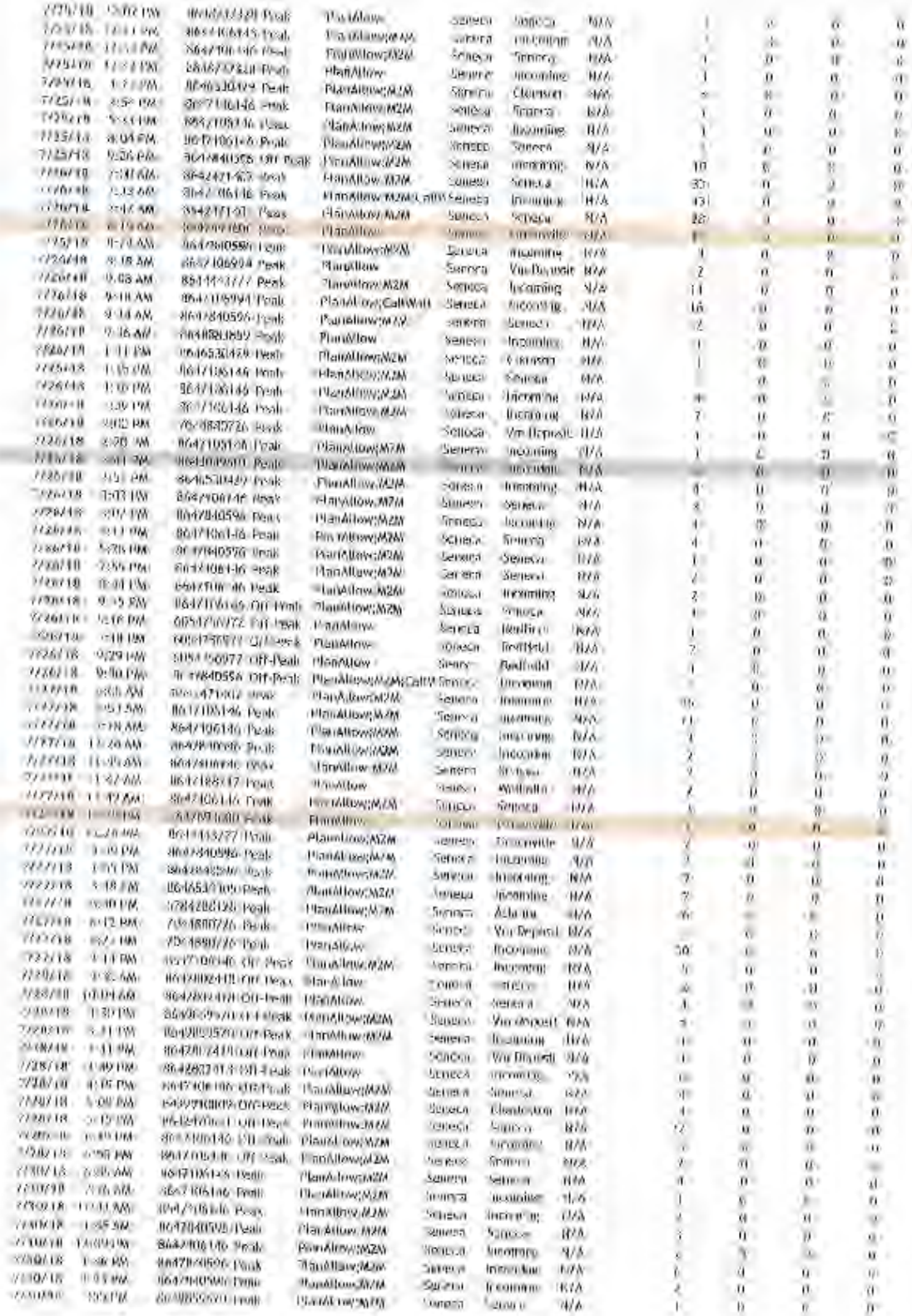
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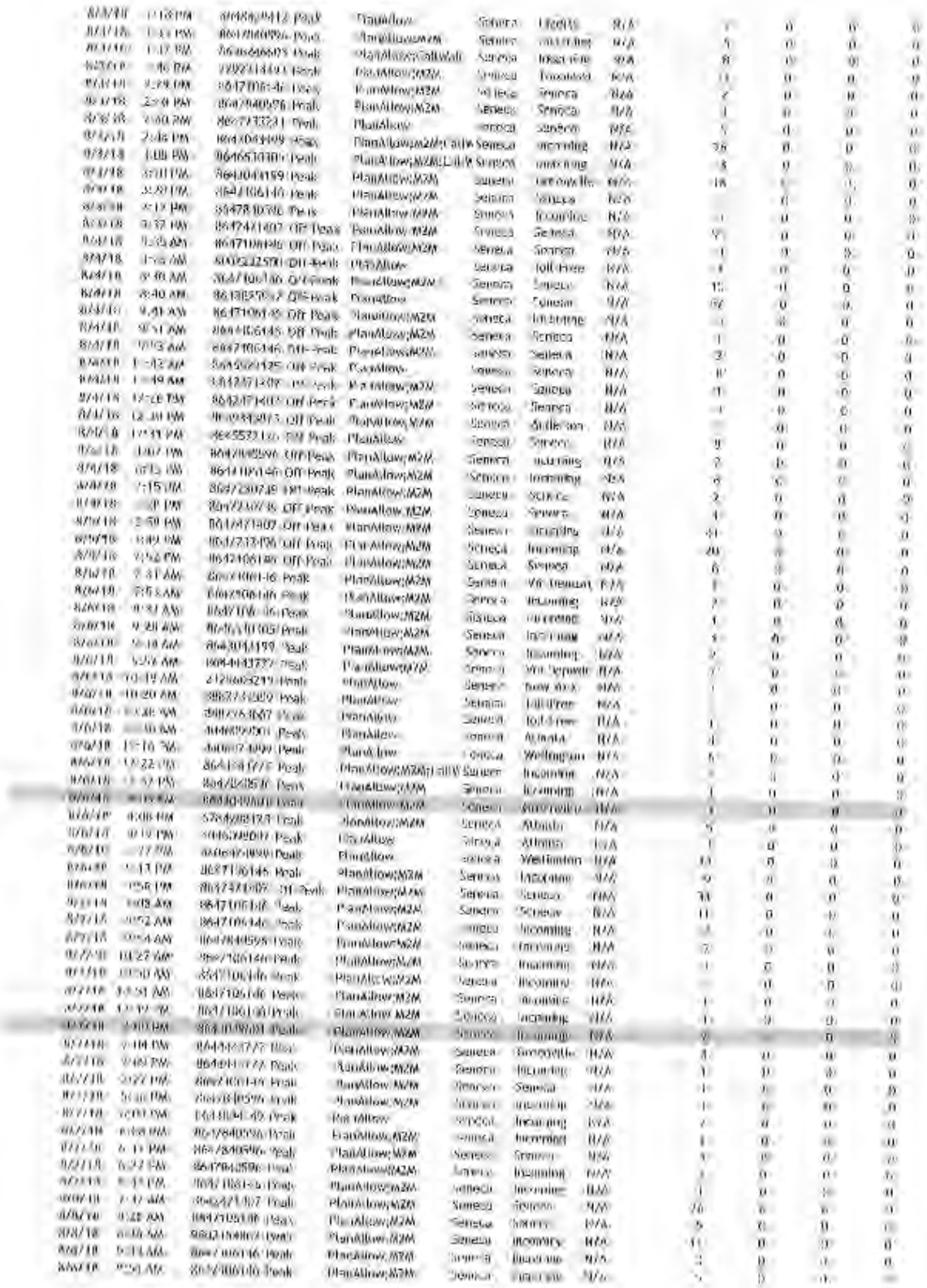
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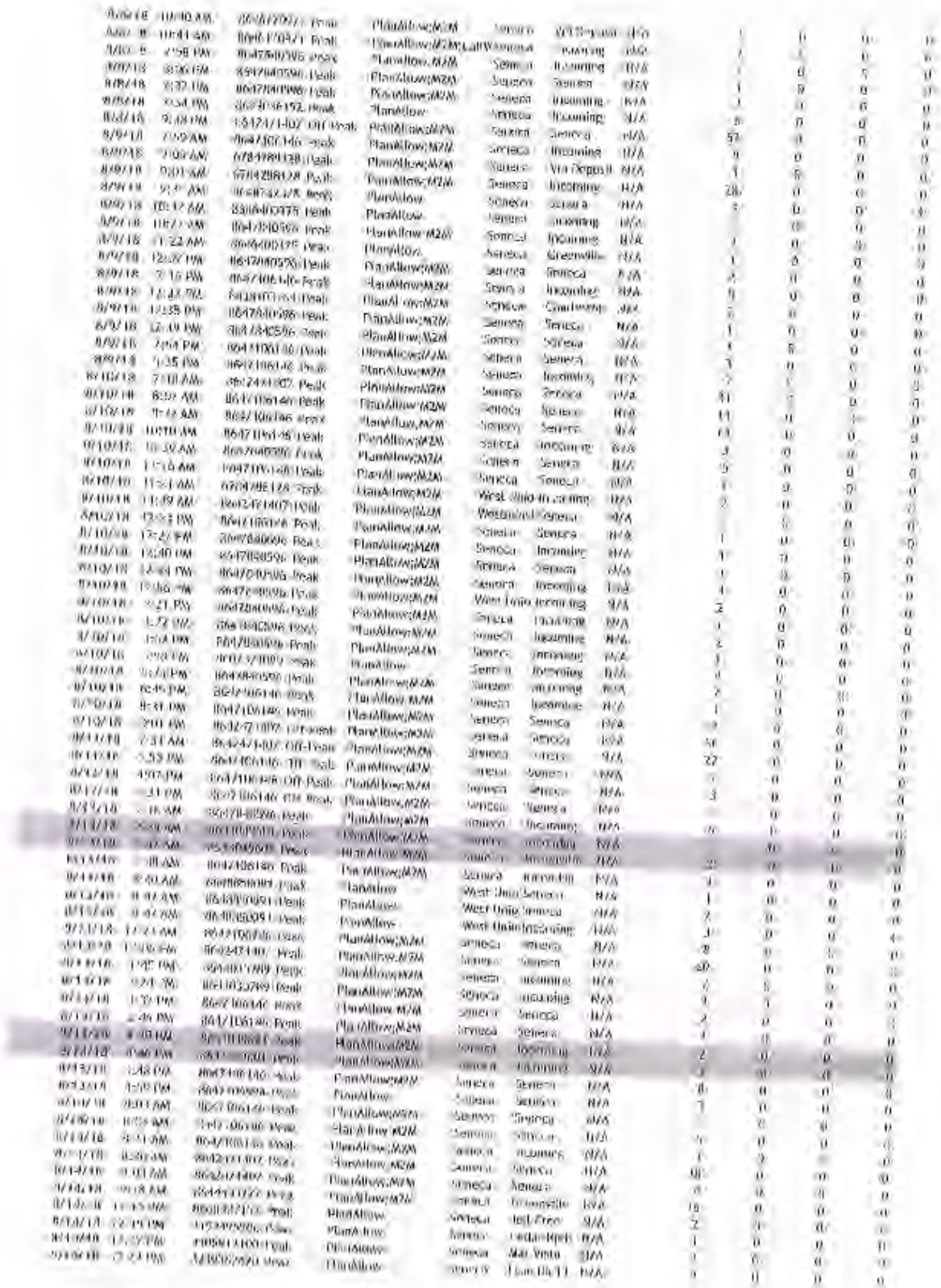
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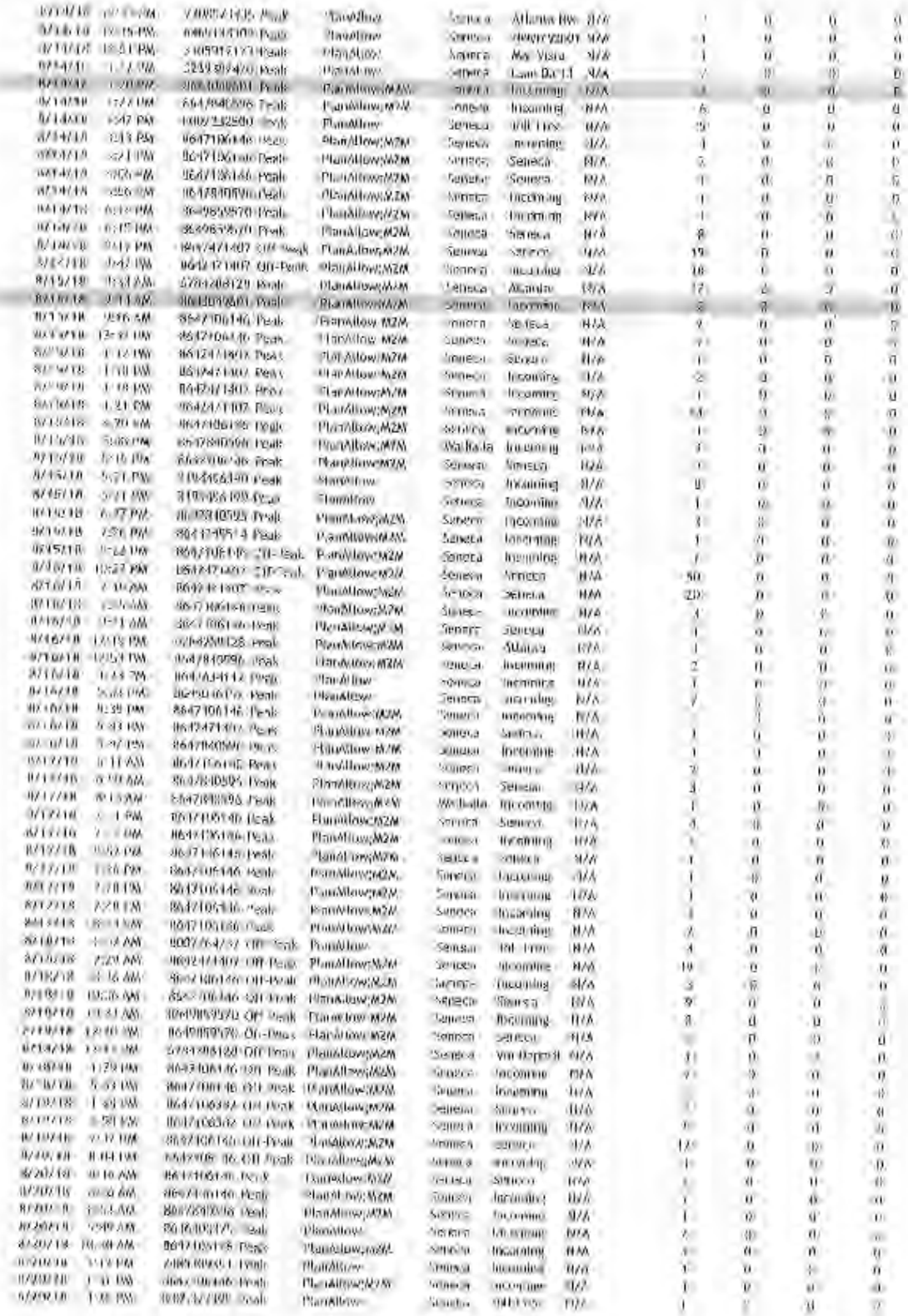
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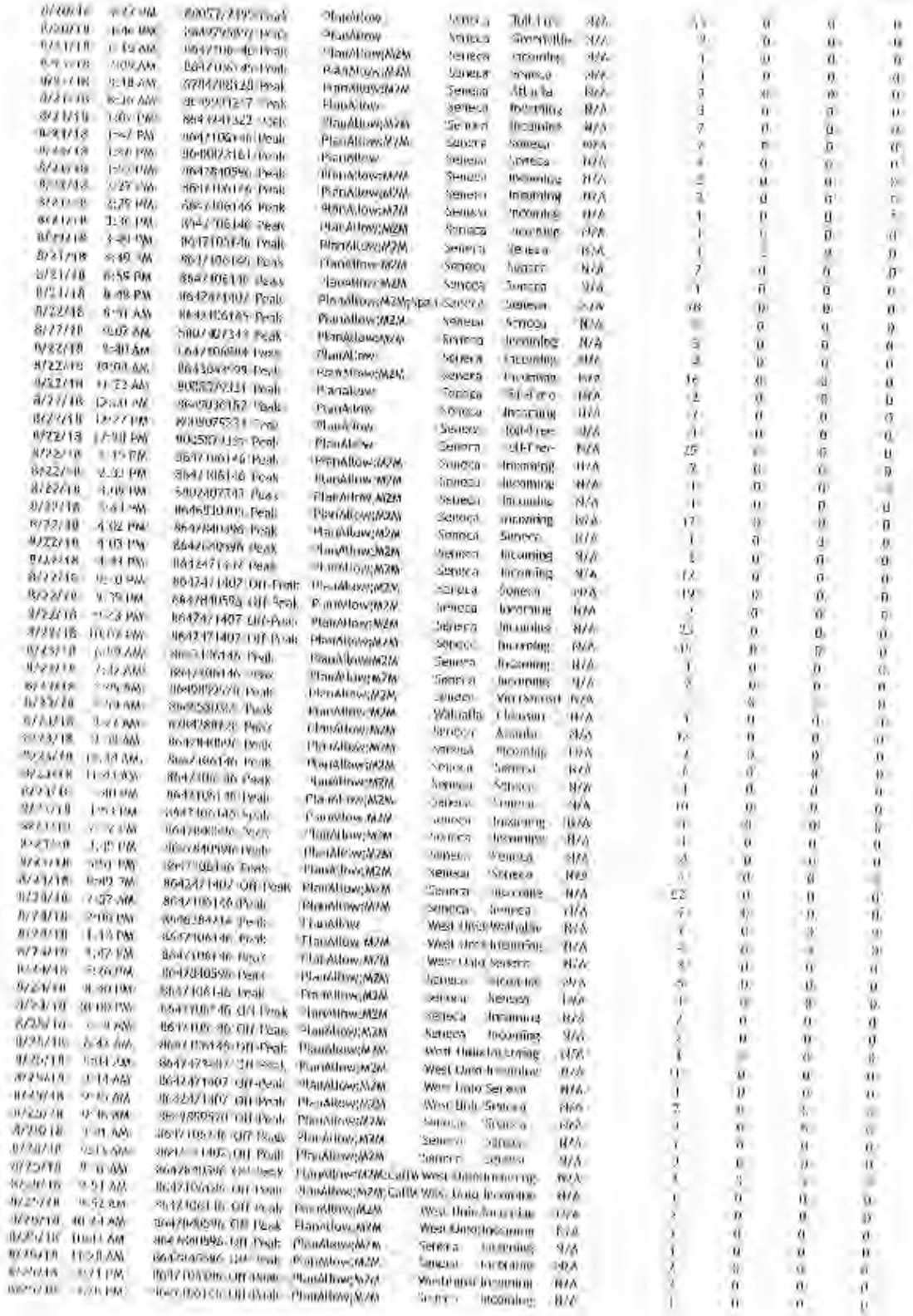
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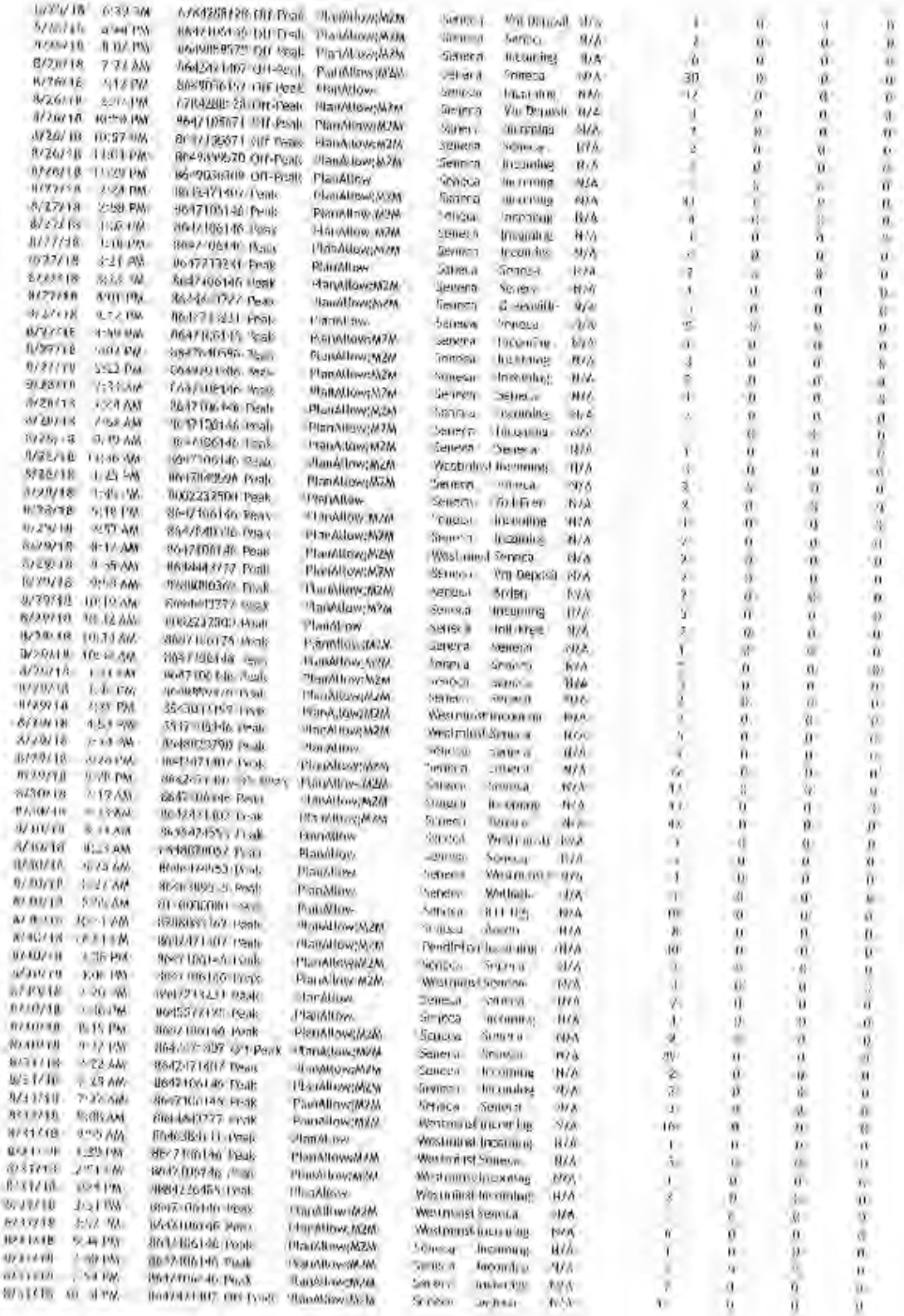
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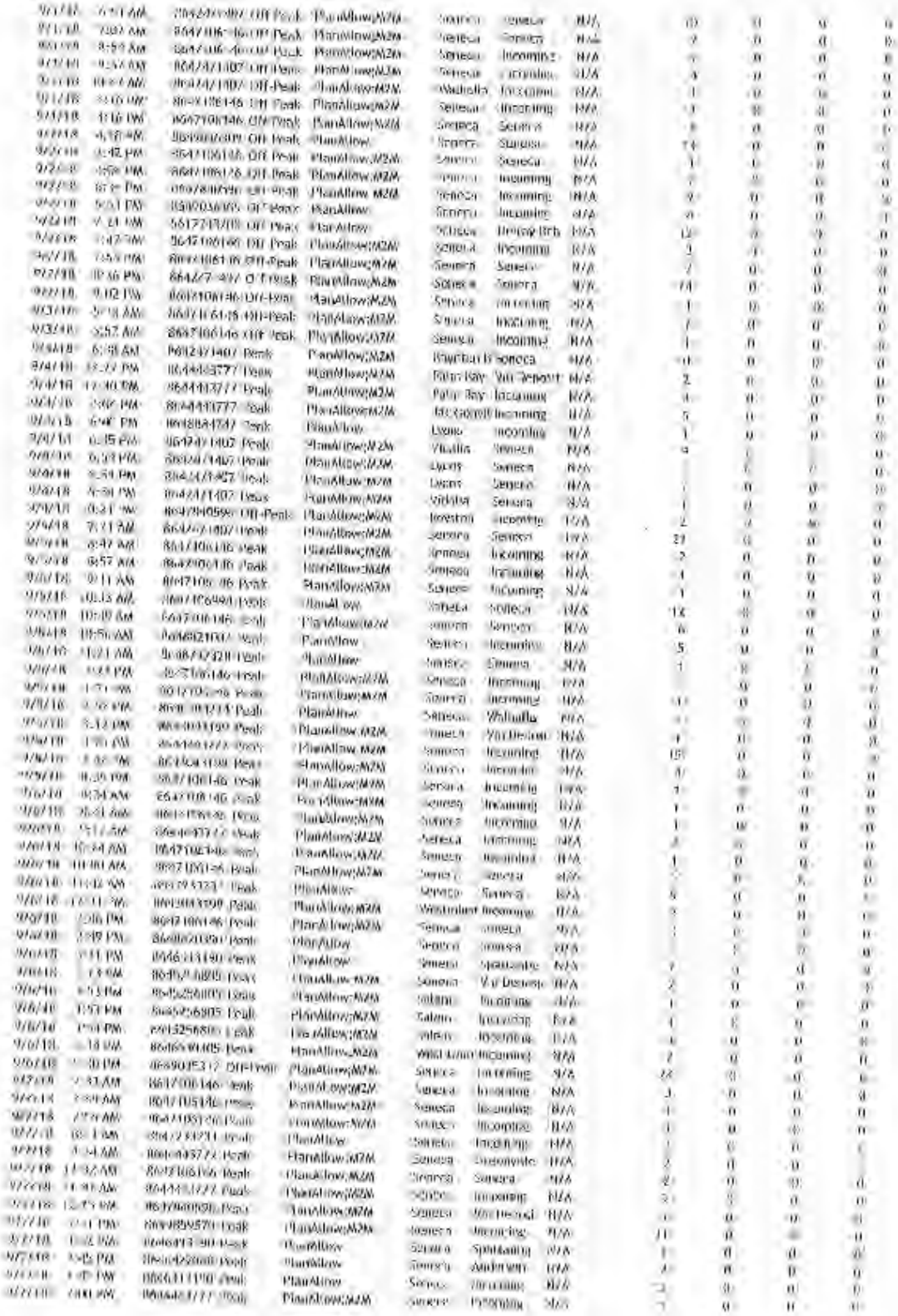
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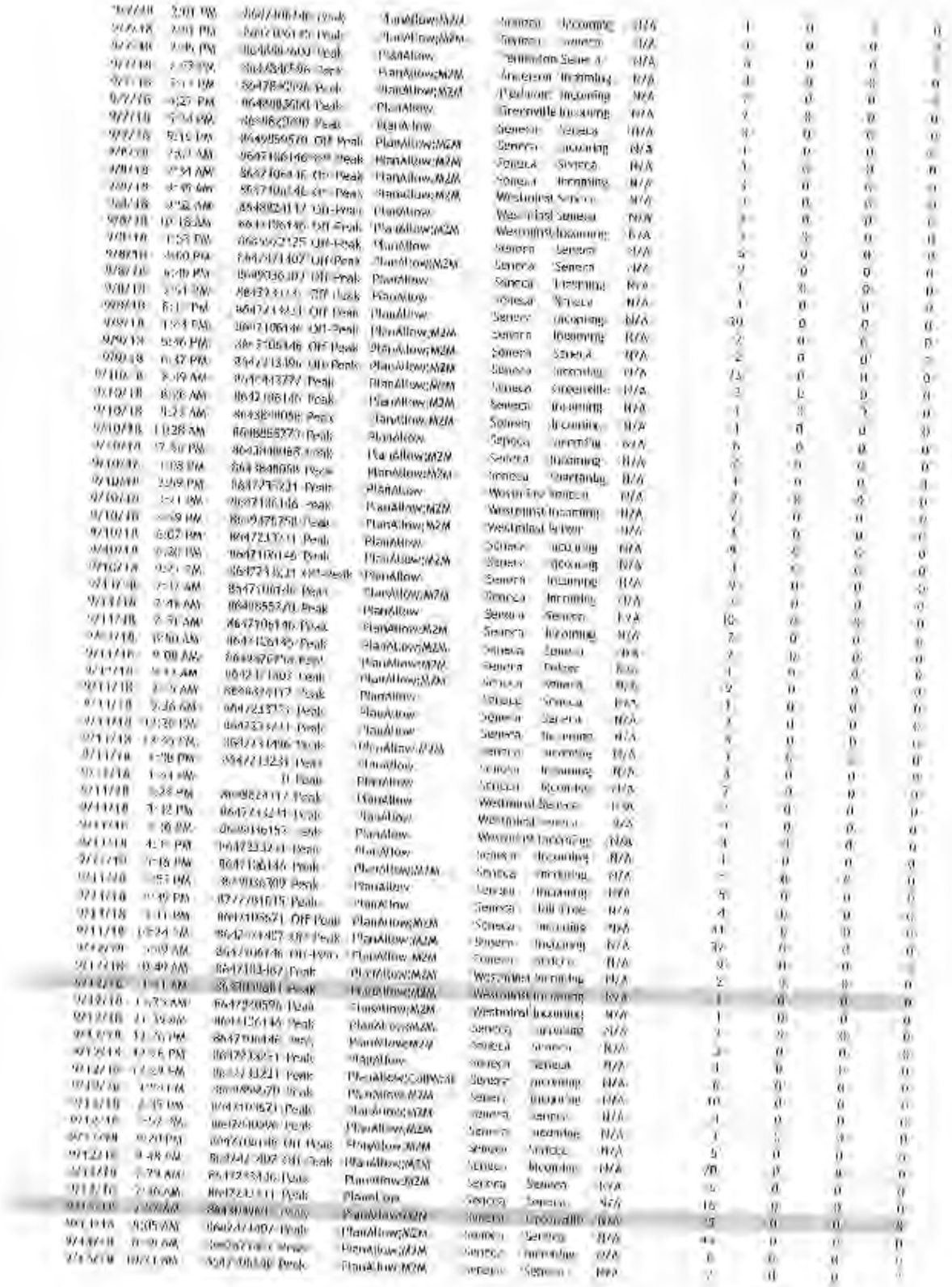
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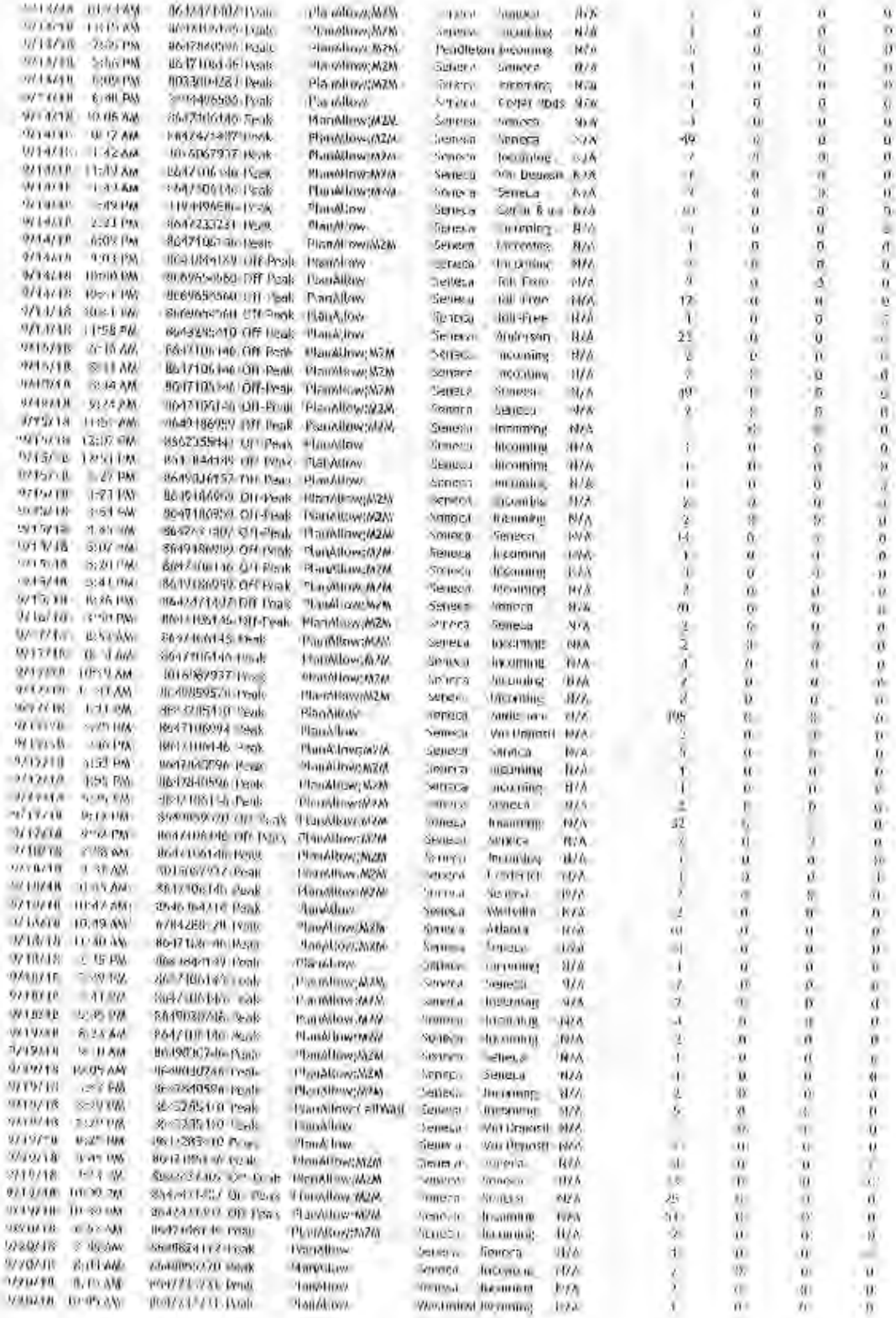
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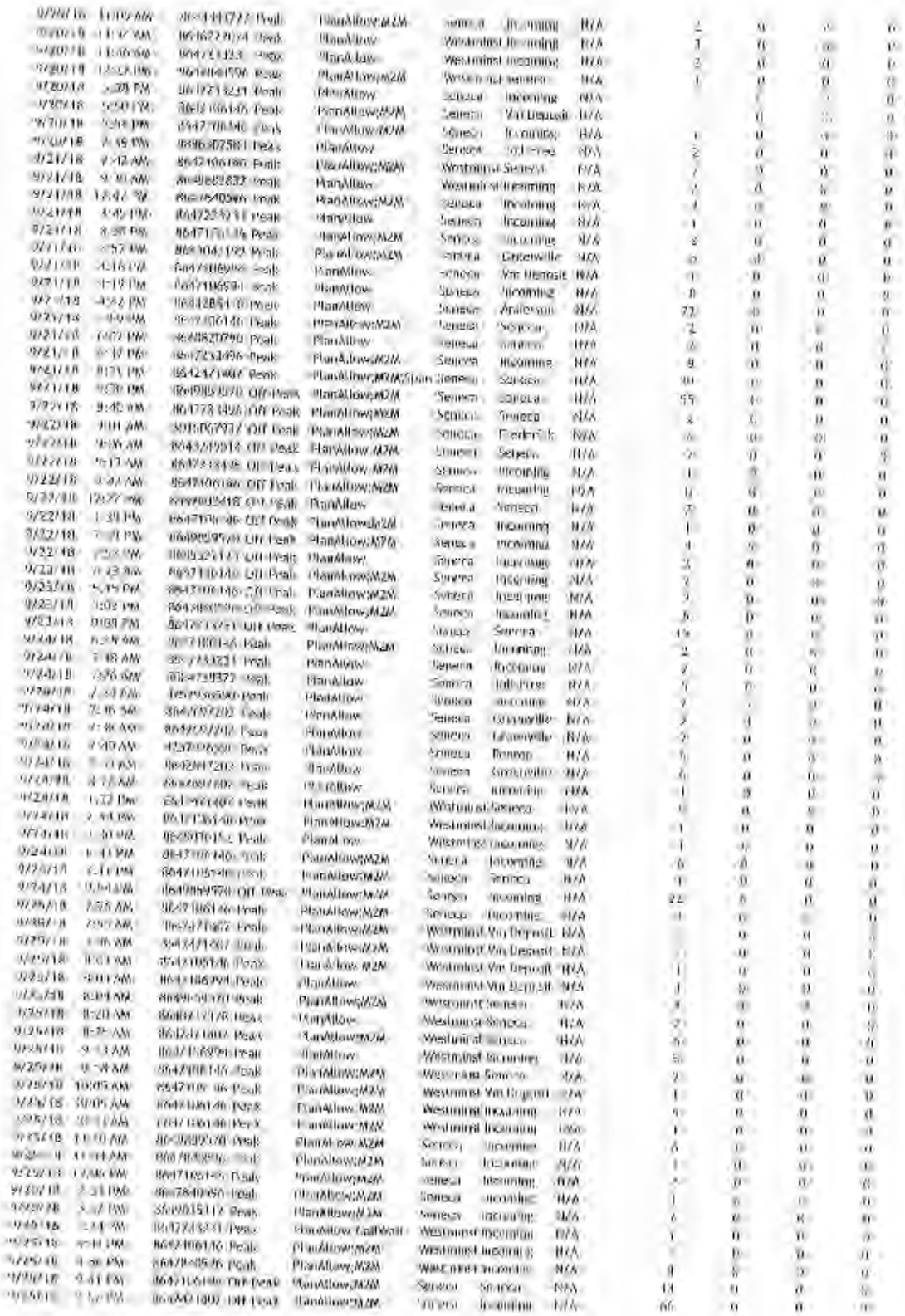
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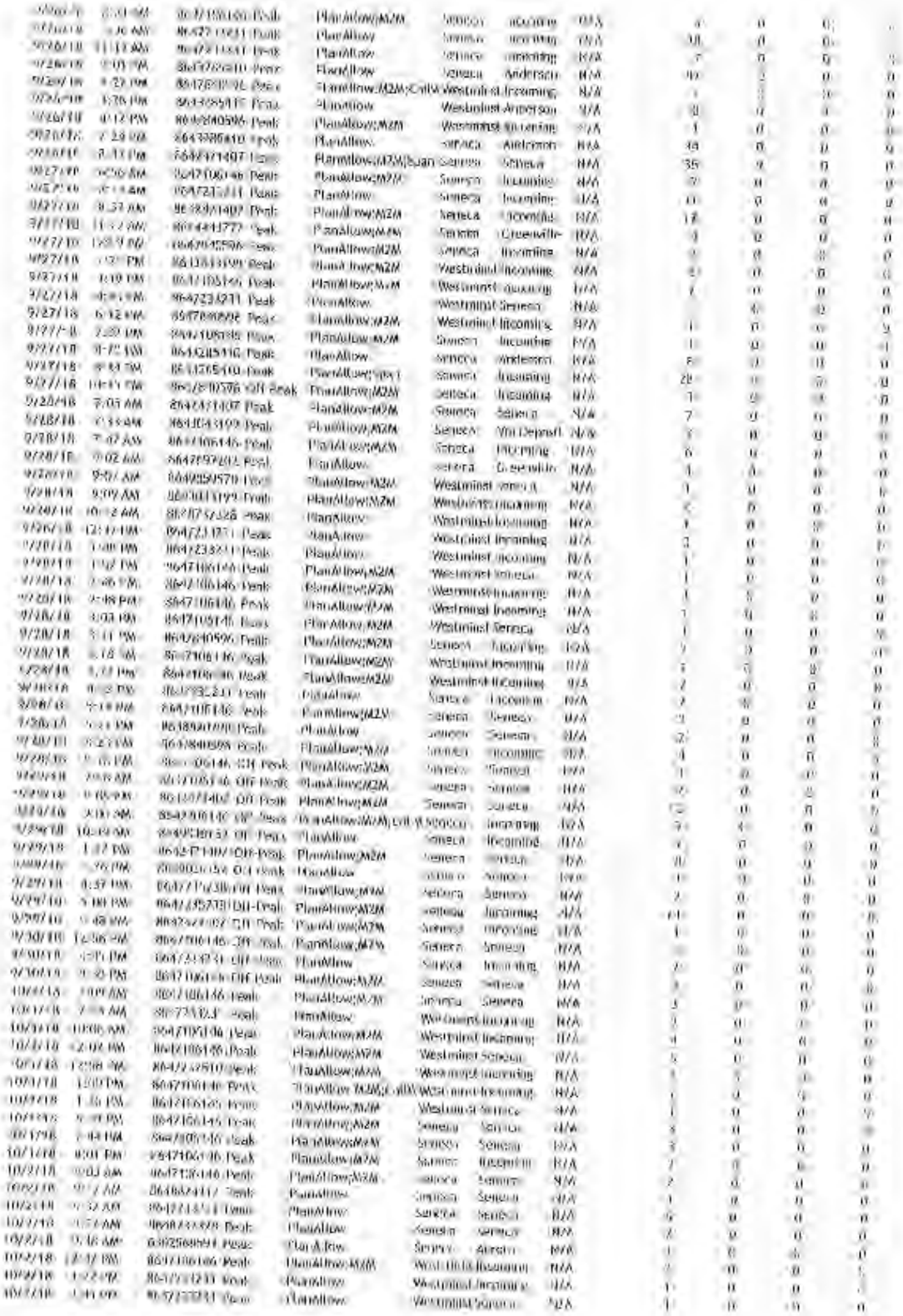
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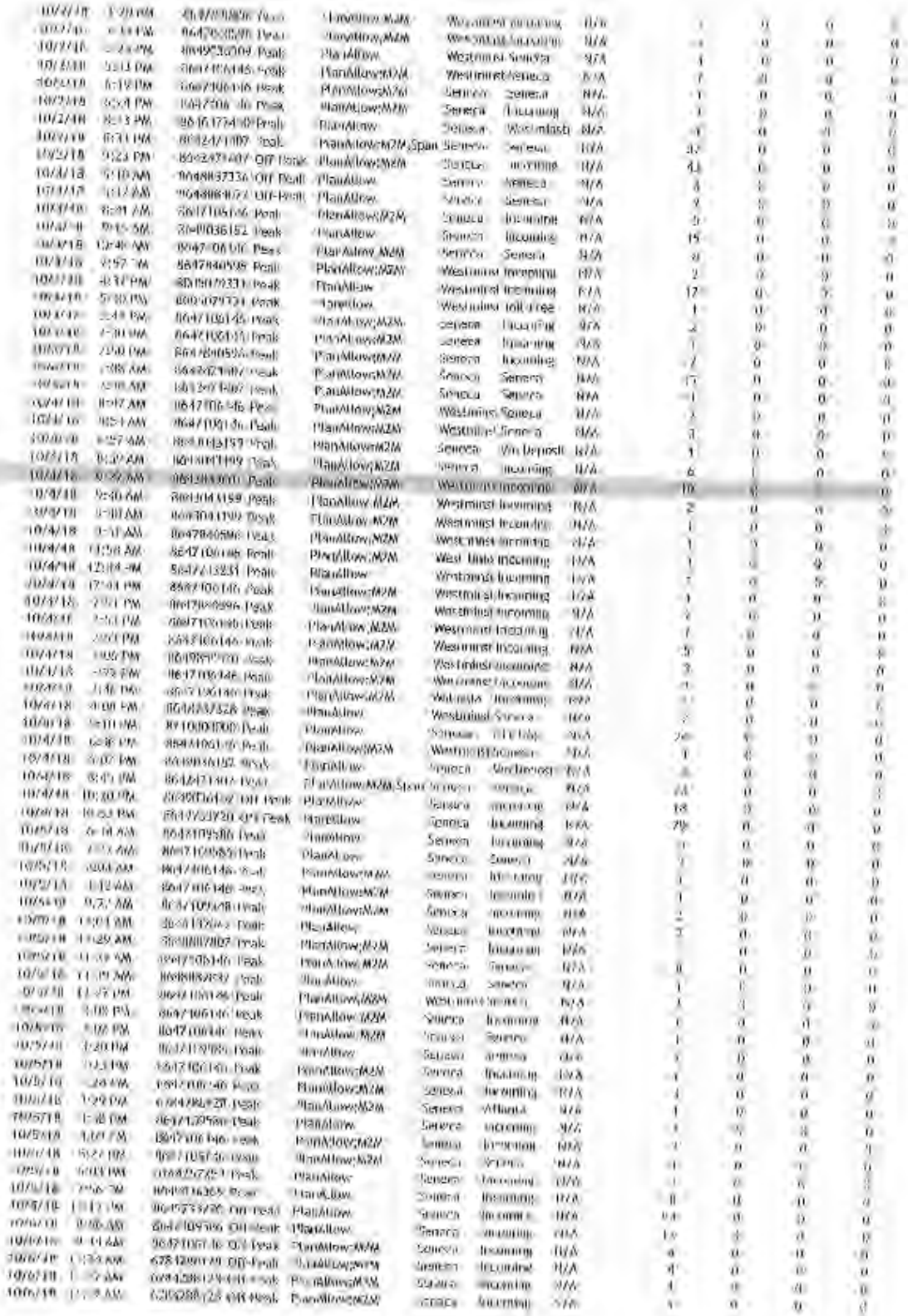
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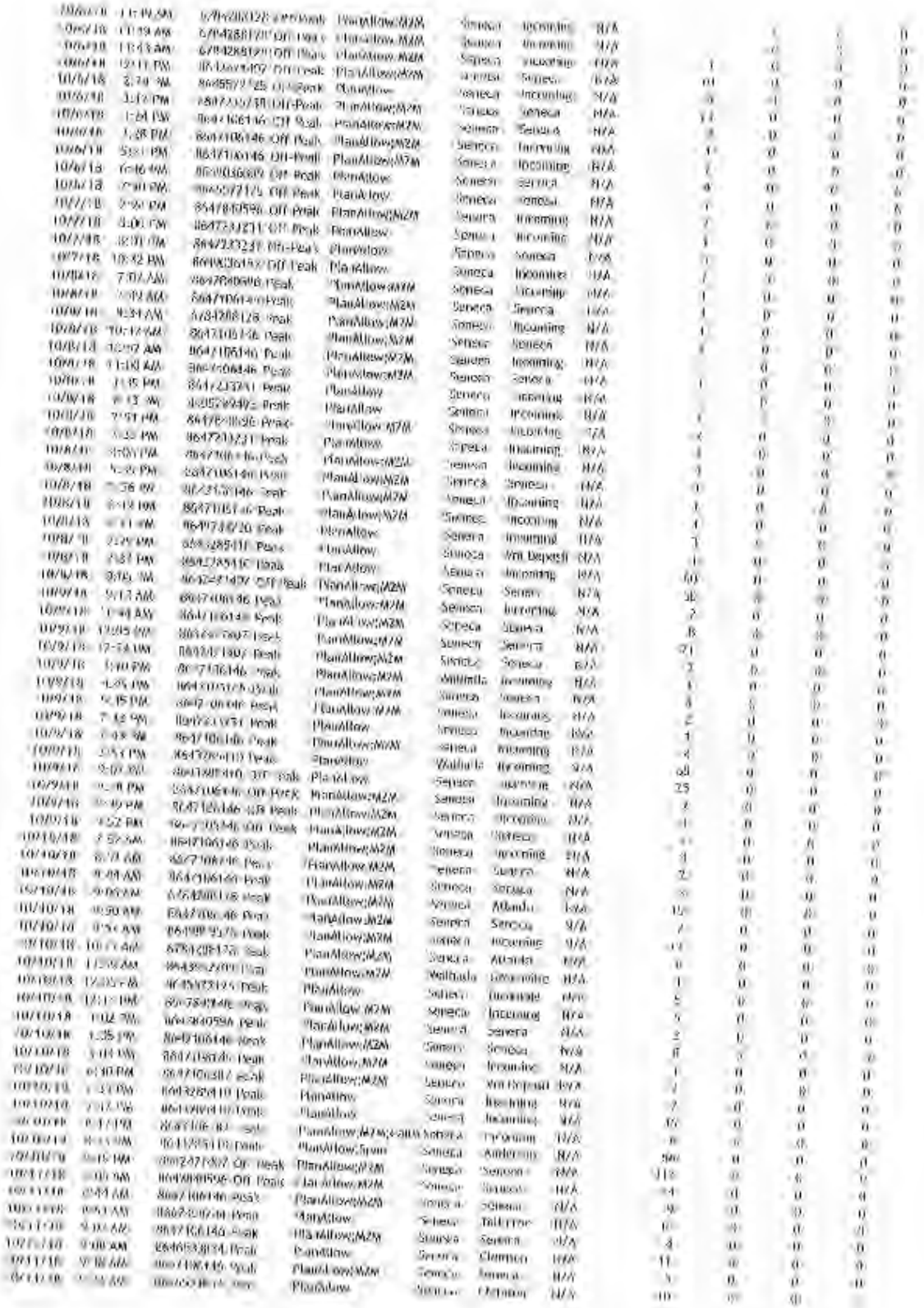
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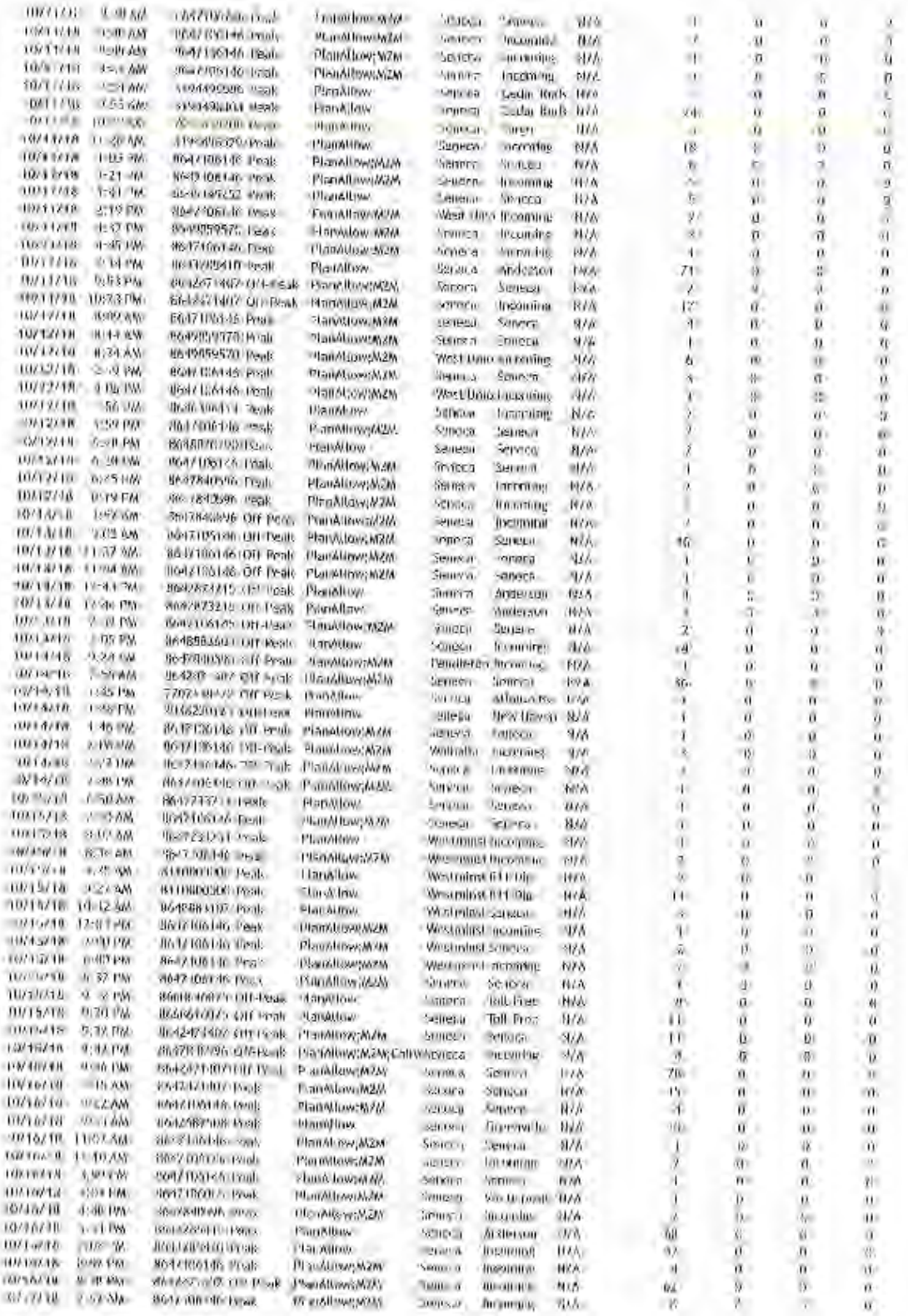
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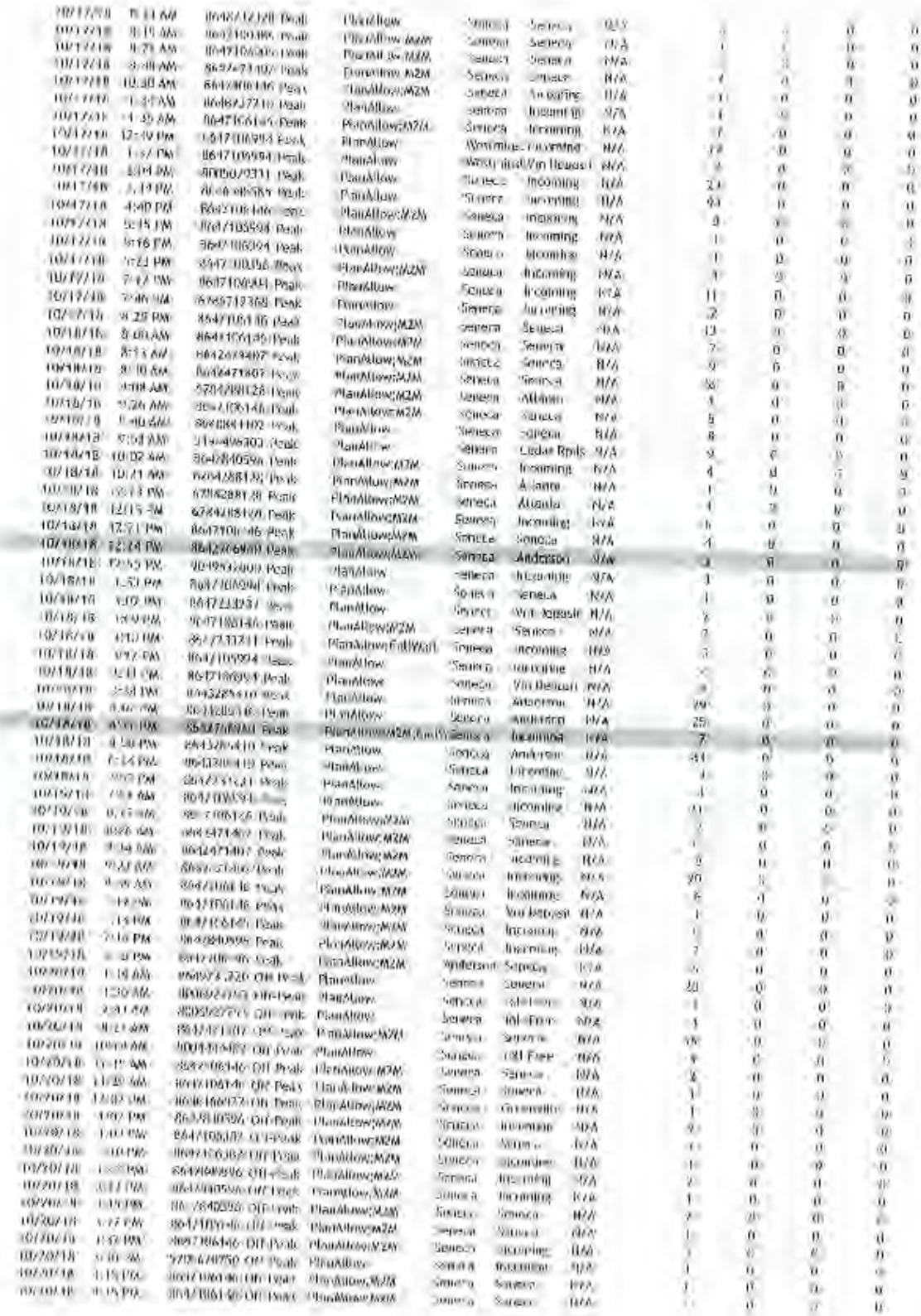
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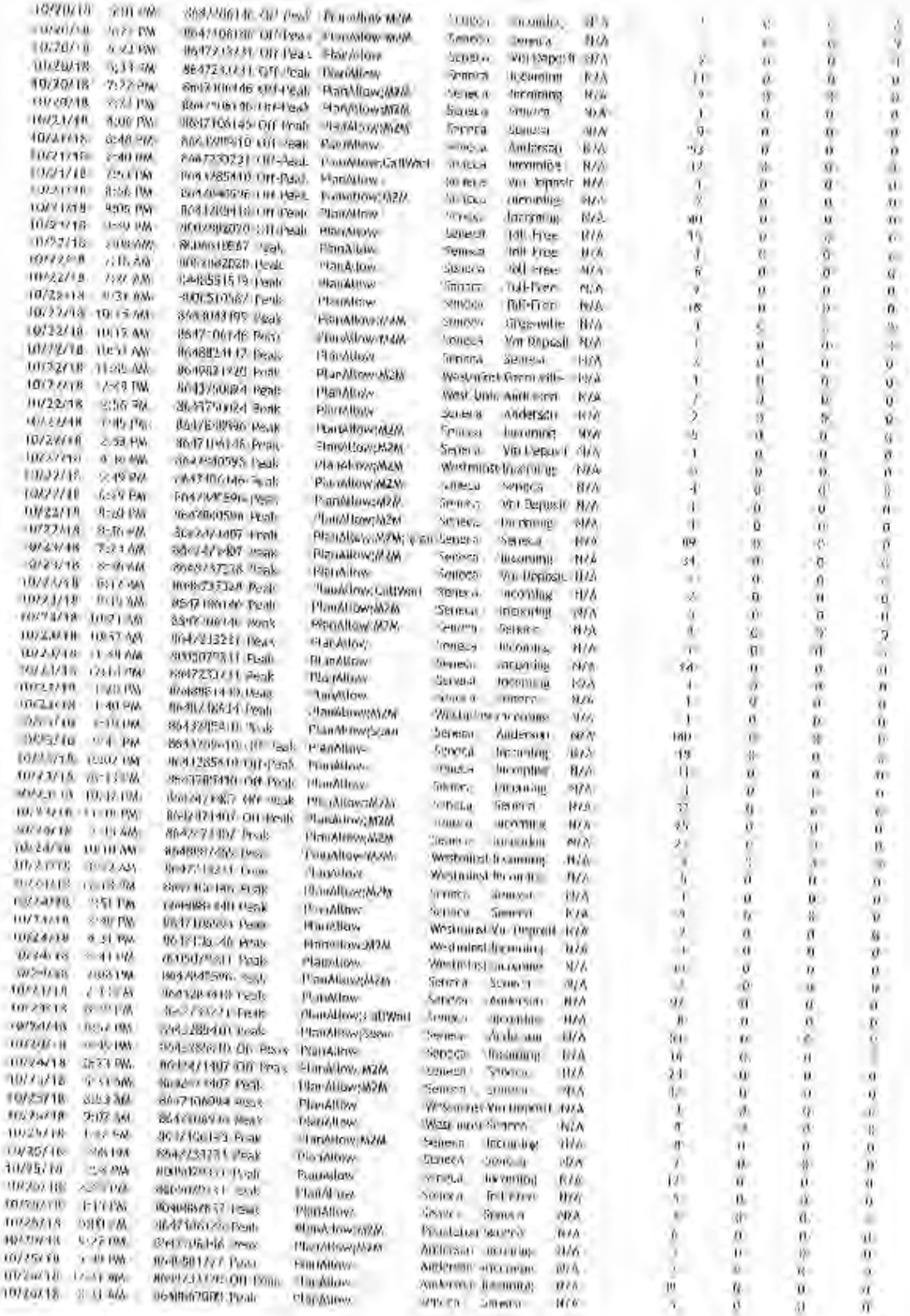
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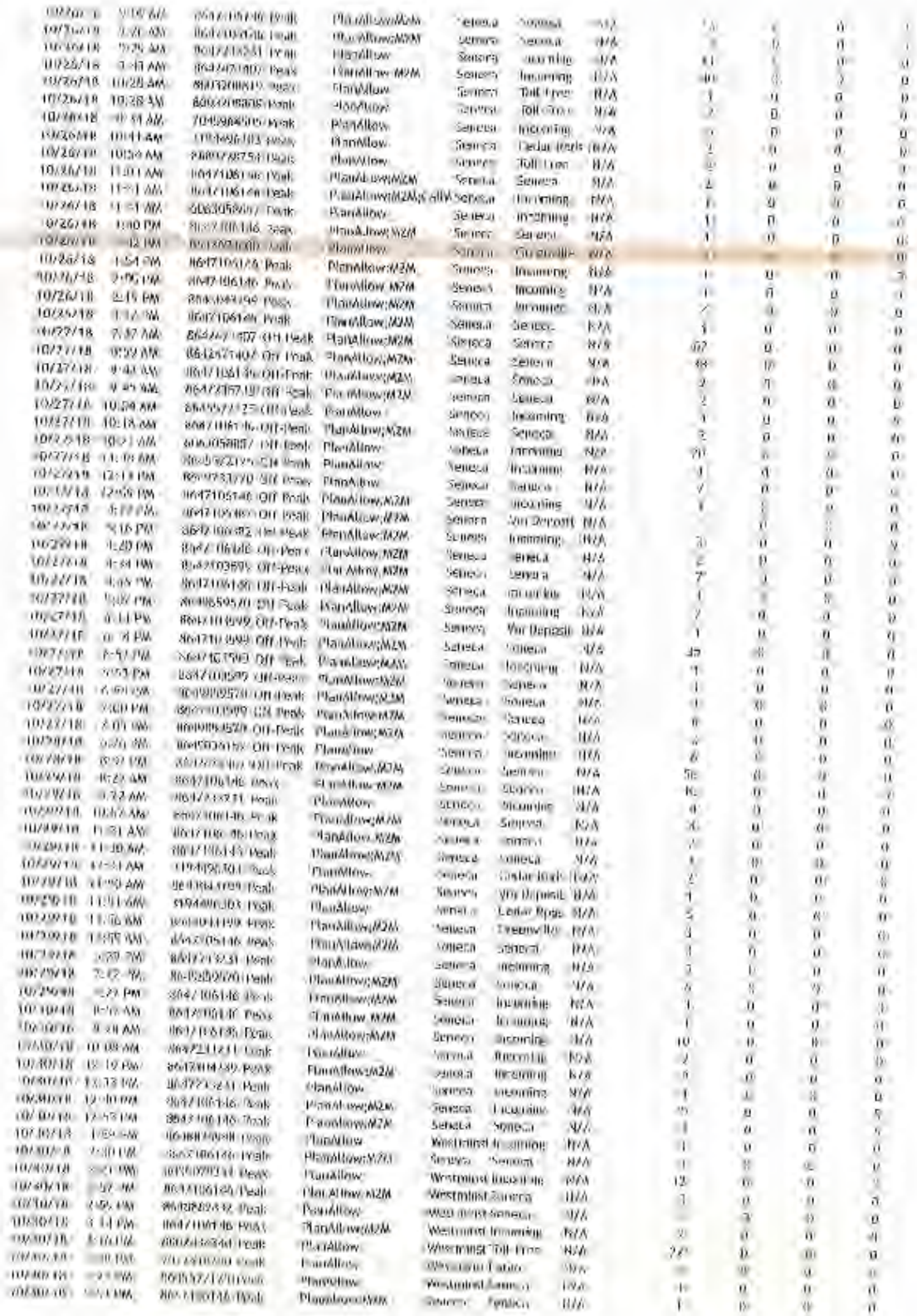
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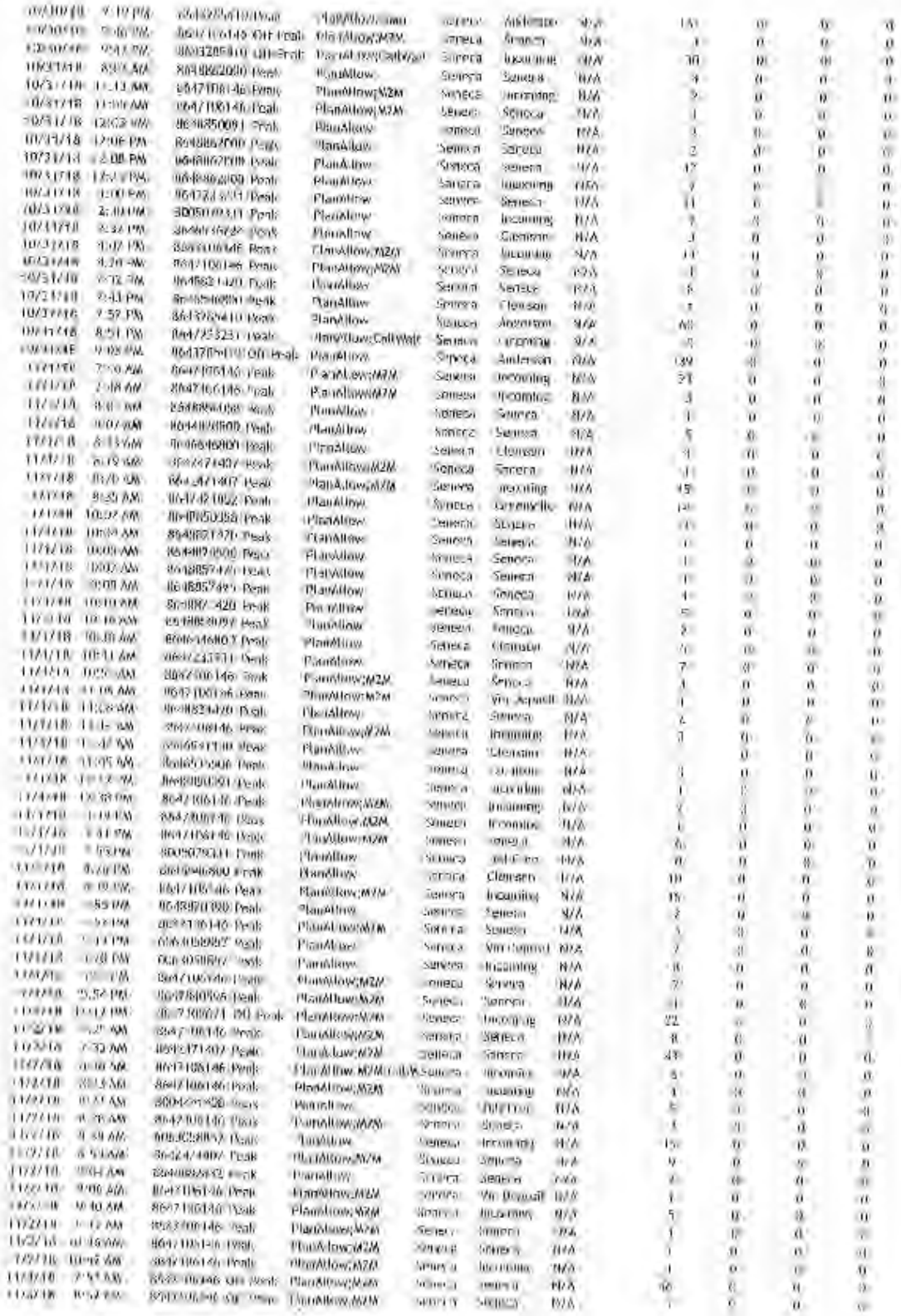
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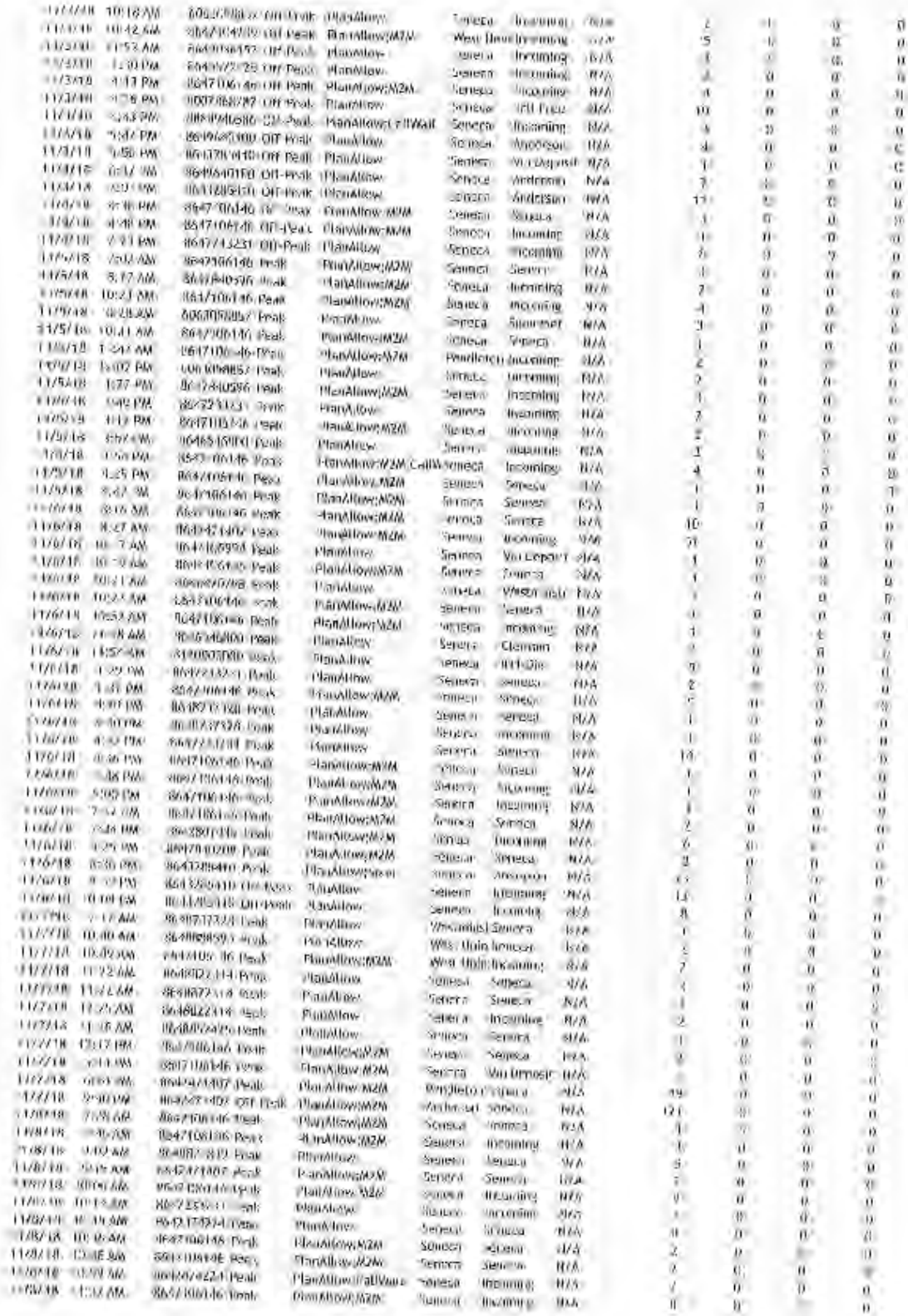
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



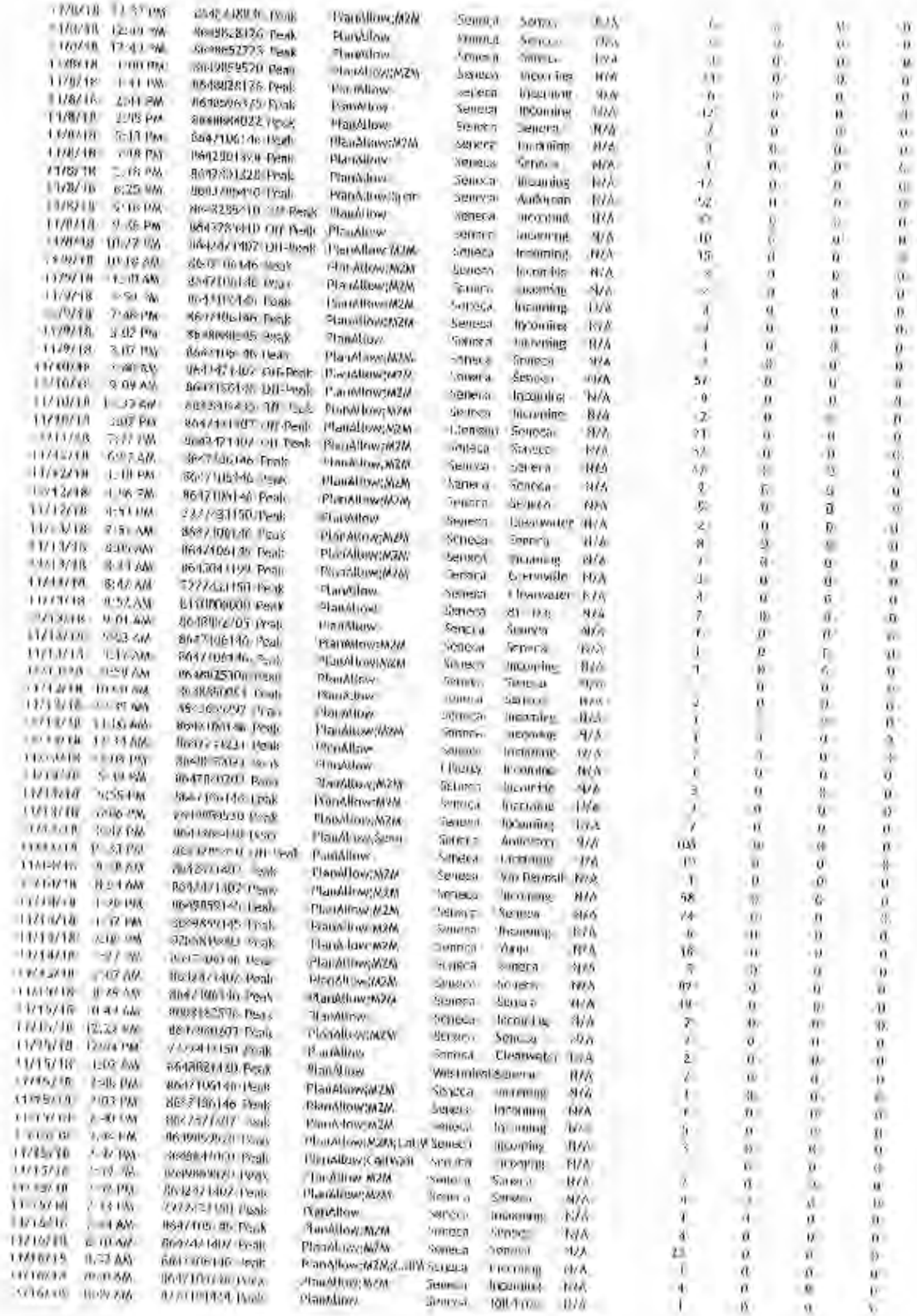
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



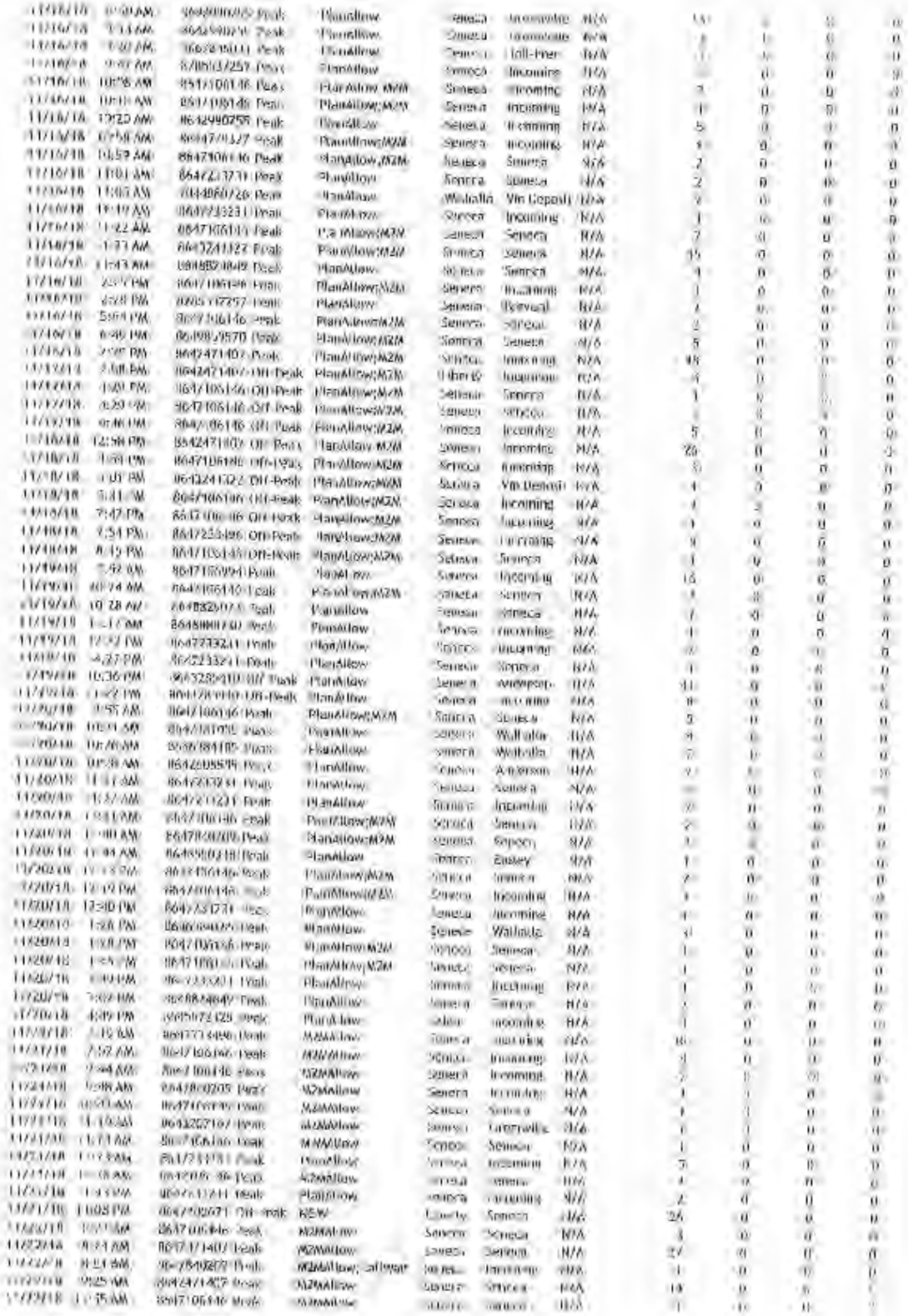
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



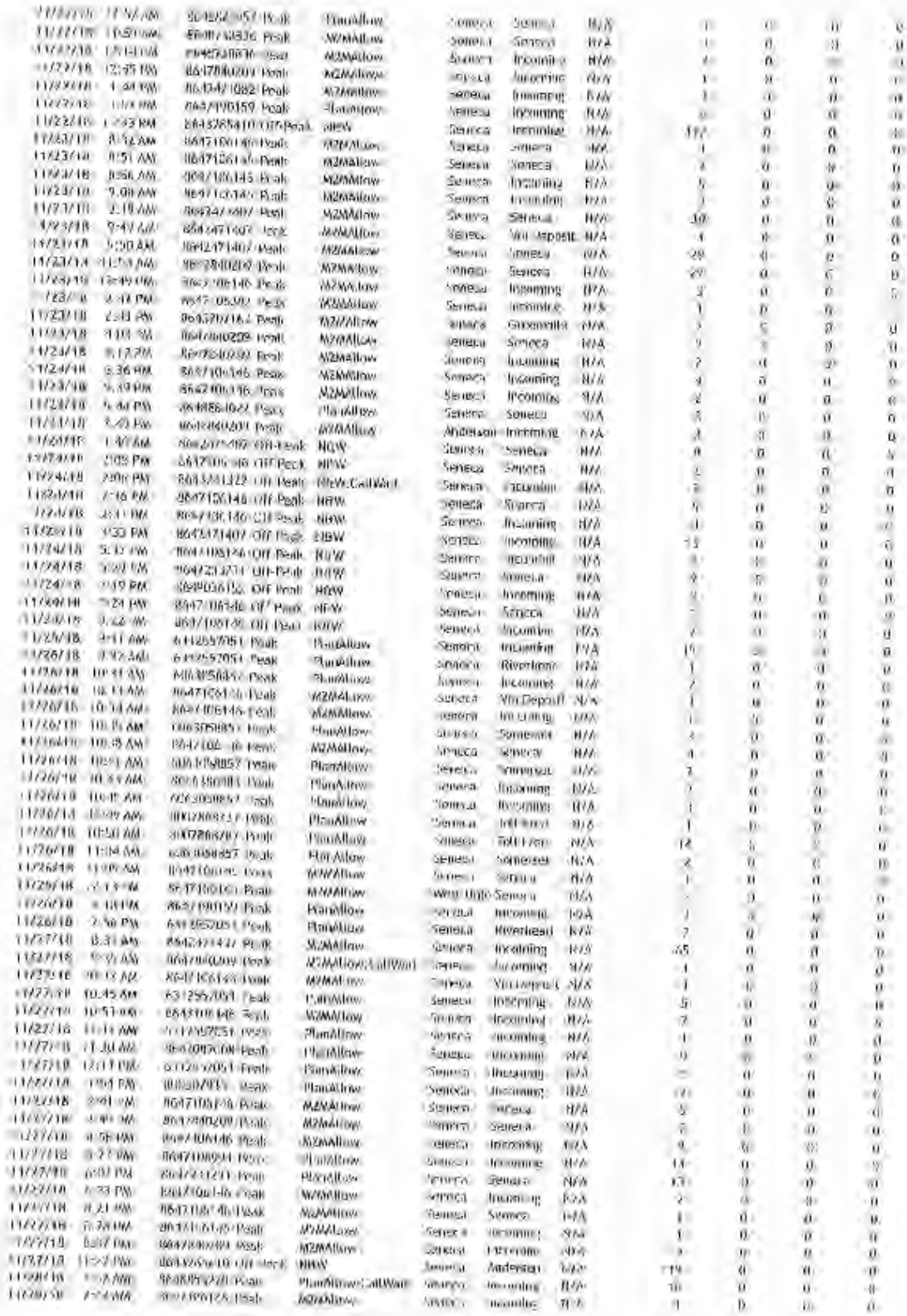
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

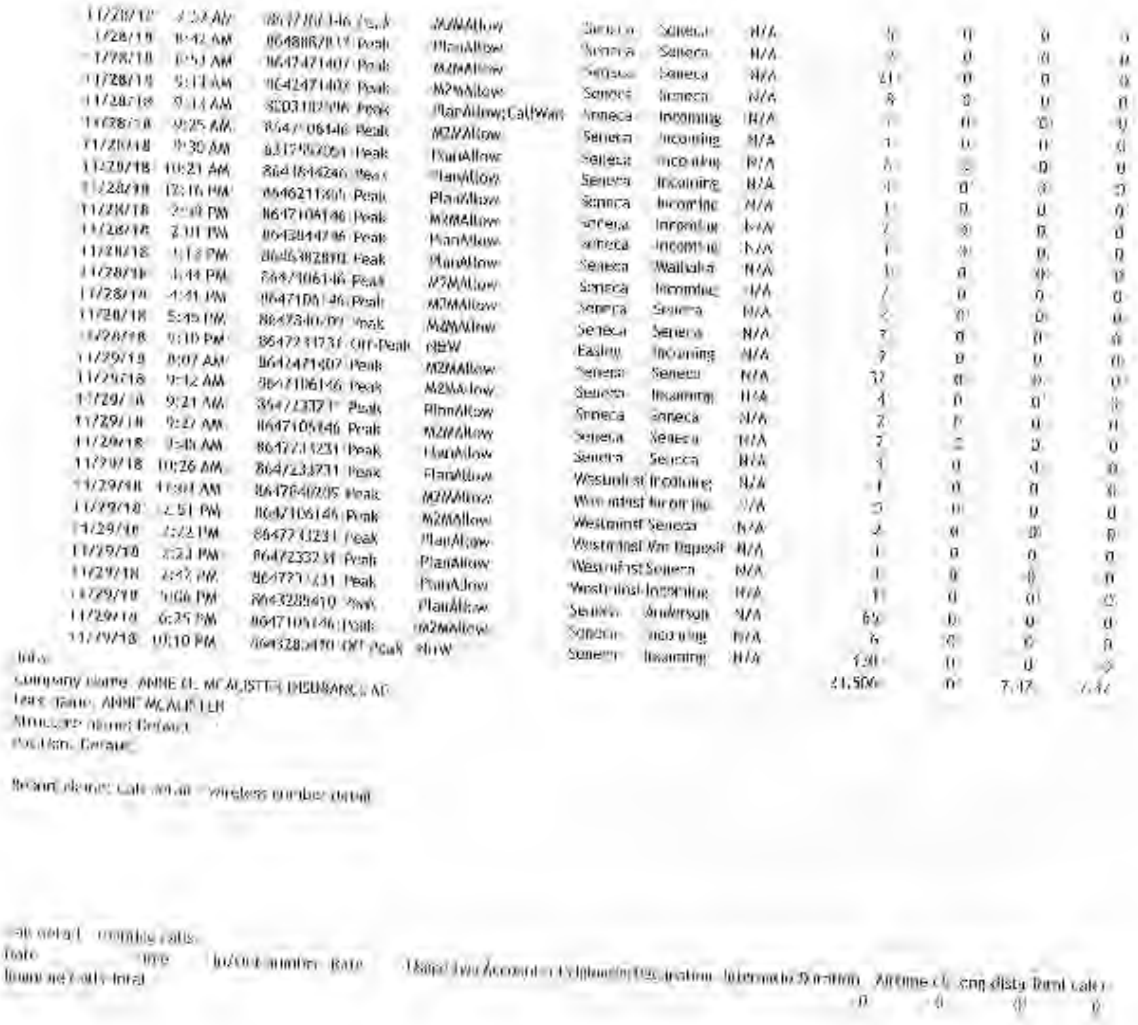


ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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Long-Lasting Durability



Engineered for reliability from the start, the 5-Link torsion suspension undercarriage will stand up to the most demanding jobsites. Every component has been designed to withstand the toughest jobsite conditions. It starts with an improved drive motor, which is continuously lubricated from the hydraulic system, leading to a longer life. Other components are much larger and more durable, including the shaft inside the gearbox, track rollers and rear idler. Hydraulic hoses are carefully routed inside the undercarriage, free from potential snag points.

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Uptime Protection



When you're not working, you're not making money. It's the reason each component is engineered for day in, day out reliability. Drive motors are lubricated from oil from a separate cavity of the hydraulic system, dramatically increasing outer bearing life. The diameter of the drive shaft inside the gearbox is 15 percent larger. Wide rollers maximize contact with the tracks and last longer. It's also easier to flush and fill the drive motor reservoir with two easy to access service ports.

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The Company: Global With North Dakota Roots



Bobcat Company leads the industry in the design, manufacturing and distribution of compact equipment for construction, landscaping, agriculture, grounds maintenance, government, utility industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively.

Our roots are deep in North Dakota – having started here in 1947 – and we remain one of the state's largest manufacturers with three North Dakota production facilities. Global Bobcat manufacturing locations are located in Mexico, Czech Republic and China.

Bobcat is a Doosan company. Doosan is a global leader in construction equipment, power and water solutions, engines, and engineering, proudly serving customers and communities for more than a century.

The Brand: Bobcat – One Tough Animal®



The Universal Brand brand – ever since the name was first used in 1962 – is synonymous with durability and dependability. Tough, versatile, agile Bobcats – with proven reliability – has rightly earned the nickname "One Tough Animal." Bobcat Company continues to be committed to delivering the industry's best compact equipment.

The Dealers: Standing Behind Every Machine



Bobcat Company has created extensive compact equipment distribution networks worldwide. Some 1,000 independent Bobcat dealers back each and every piece of Bobcat equipment, serving customers thousands of times daily – sales, service, parts and rental specialists. Bobcat dealers are known for their dedication to providing outstanding customer service, customer loyalty, reliable equipment performance.

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Powerful Hydraulics

When it comes to performance, Bobcat® skid-steer loaders and compact track loaders are in a class by themselves. Each component - including the engine, pumps, and hydraulic system - are engineered to deliver maximum hydraulic performance. For you, that means faster cycle times and better jobsite productivity.

Protection Technology



Bobcat reputation for reliable equipment protects your reputation for timely, productive work. Every skid-steer and compact track loader is engineered with multiple protection technologies. Working together, they protect your machine and decrease the risk of failure. For you, that means better reliability and the confidence to do you work.

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000324

How to Evaluate Your Opportunity Costs



Maintenance intervals

Manufacturers have recommended service intervals that are specific to each machine model. Can you maintain each machine efficiently for your customers or should it be done by trained dealership technicians who have the time, tools and knowledge?

Opportunity cost

An opportunity cost calculation is the analysis of savings gained from performing your own maintenance versus the revenue that could be generated from being at the job longer. Opportunity costs can vary based on rates and accurate time estimates.

To calculate your opportunity costs, determine the number of hours it will take you to perform the maintenance and compare it to how much you could have earned on a billable activity that hour.

For instance, if it takes four hours to change the oil in your compact excavator and you charge customers $150 an hour for excavator work, that's $600 of lost opportunity costs. Now consider that an oil change by the dealership might take only two hours to complete at $100 per hour.

It may not make sense to take a machine out of service for half a day when a dealer can perform maintenance in significantly less time. Using the dealership is appealing because it may return the best opportunity cost, be the most convenient for you and your company, and reduce downtime.

The bottom line with maintenance decisions is to properly calculate the value of your time and the level of your expertise. You may determine that by staying on task with billable projects when work is available, you could afford to outsource maintenance and come out ahead financially.

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CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000325

Hydraulic Performance

Take your machine performance at a time. For example, when you drive a loader, lifting and lifting at the same time. This means your loaders hydraulic system must be directed to multiple components. It's the reason Bobcat loaders intelligently deliver the right amount of power to each component, that directly translates to more power and balanced performance. However, not every manufacturer easily matches the same way. Kubota, Caterpillar, Case and New Holland only perform one function well at when it comes to compare is working together. And struggle a Watch the test to see for yourself.

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Bobcat refers to Loader work tools and Planer when machine is stand

Protected Components







Bobcat machines are engineered to keep your machine out of operation for reduced. You can switch a work line and more with Bobcat's skid-steer loaders and compact track loaders, you're ready for nearly anything that you'll encounter. Each component is designed for reliable protection for you, that means peace of mind when attacking all corners of your jobsite.

Brings on Each component being designed for reliability

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CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000327

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Acme Operations LLC

Invoice Listing

MCALISTER - IRONWORX PRODUCTIONS, LLC

Invoice Date	Invoice No	Src	Total Invoice Amount	Has Int	Void
6/27/2018	03 - 173218	IN	$248.15		
6/14/2018	03 - 171706	IN	$76.99		
5/25/2018	03 - 169365	WO	$3,469.28	Y	
5/14/2018	03 - 168126	WO	$119.51		
5/7/2018	03 - 167436	WO	$242.29	Y	
4/30/2018	03 - 166440	WO	$5,417.79	Y	
3/19/2018	03 - 161382	WO	$195.76	Y	
3/16/2018	03 - 161191	IN	$621.26		
2/1/2018	03 - 156436	WO	$328.71		
1/31/2018	03 - 156347	WO	$2,272.7[illegible]	Y	
1/11/2018	03 - 154081	WO	$147.32		
1/10/2018	03 - 154020	WO	$124.18	Y	
12/1/2017	03 - 149663	IN	$57.40		
12/1/2017	03 - 149662	WO	$530.56		
12/1/2017	03 - 149658	IN	$57.40		Y
11/30/2017	03 - 149629	IN	$1,695.03		
11/30/2017	03 - 149628	IN	$1,813.65		Y
11/30/2017	03 - 149610	IN	$166,966.80		
11/17/2017	03 - 148142	IN	$0.00		
10/9/2017	03 - 143125	IN	$12,379.00		
9/19/2017	03 - 140506	IN	$0.00		
9/19/2017	03 - 140487	IN	30.00		Y

Back IN 7/3/18

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

12 River Rd
edmont, SC 29673 US

PO: 20169179

stld: MCALISTER
Invoice: 03-178824
te: 8/10/2018

Cust Email:

ne:

Opened:
Work Order No:
Pickup Date:
Unit No:
Unit Serial:
Unit Desc:
Unit Meter:

8/3/2018

03-198889

47088
B47C11710
T870 T4 Compact Track Loader A91 SJC RF 15PT
276.5 Hours

Responsible Tech:
My Ref:
Delivery Date:
Unit Make:
Unit Model:
Unit Tag:

20169179

Bobcat
T870 T4

TRACK

Bobcat of Greenville

112 River Rd
Edmont, SC 29673 US

PO: 20169179

Sld: MCALISTER
Invoice: 03-17/8824
te: 8/10/2018

Cust Email:

ne:

TRACK	Item	Type	Description	Qty	Tax	Price	Discount	Net Price

TRACK COME OFF AND CYLINDER WONT RETRACT ALL THE WAY TO REINSTALL THE TRACK
WE TOWED THE MACHINE INTO THE SHOP AND TURNED THE VALVE AND PUSHED THE CYLINDER ALL THE WAY IN WITH NO PROBLEMS. WE ALSO
REMOVED THE CYLINDER TO TEST ON A BENCH AND IT WAS FINE.
WE ADJUSTED THE TRACK TENSION UP A LITTLE TO KEEP THE TRACK FROM COMING OFF

SC-SERV PU/DEL Mc St Warranty Bobcat
Service Pickup Delivery SC Only 1.0000

Segment Total:

Labor
Misc Charges:

ge:

Sub Total:
Total Tax:
Invoice Total:

---

rms of Payment
ype Description Amount
Warr - Bobcat Customer Id: BOBCAT WARRANTY

Total Forms of Payment:

Balance Due On This Invoice:

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Robcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 269-0876
Email:
Web site: www.bobcatgsp.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
820 SINCLAIR RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-167436 PO: 20138885
Date: 5/7/2018 Cust#: MCALISTB

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Sponsor:
Work Order No: 5/7/2018
Pickup Date: 03-167884
Job No:
Unit Serial: 4788
Unit Desc: B470111710
Unit Make: 470 T4 Compact Track Loader A-Ser, R
Unit Model: 15PT
Unit Tag: 988 Hours

Responsible Tech:
My Ref: 20138885
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

FIELD MOD

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
FIELD MOD							
		FIELD MOD 02R250.					
		ADDED WARNING TO LEFT SIDE BOOT SIDE WALL(030).					
	SL	Warranty Bobcat					
6145188	PA	BOB - KIT WASHER	1.0000		$12.50		$12.50
53012	PA	BOB - NUT	4.0000		$7.01		$4.04
						Segment Total:	$137.29
TRAVEL TIME							
		TRAVEL TIME					
	SL	Warranty Bobcat					$105.00
						Segment Total:	$105.00

Labor:	$225.75
Parts:	$16.54
Sub Total:	$242.29
Total Tax:	$0.00
Invoice Total:	$242.29

Forms of Payment

Type	Description	Amount
Bobcat	Statement#: BOBCAT WARRANTY	$242.29
	Total Forms of Payment:	$242.29

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 FAX: (864) 269-0078
Email:
Web site: www.mbcatops.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
990 SINGLETON RD
SENECA SC 29672 US

SERVICE INVOICE

Invoice: 03-168126 PO:
Date: 5/14/2018 Cust#: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: CPowers
User: Gmperts

Ship To:
IRONWORX PRODUCTIONS, LLC

Opened: 5/14/2018
Work Order No: 03-168152
Pickup Date:
Unit No: 47088
Unit Serial: B47C11710
Inv Desc: T870 T4 Compact Track Loader ABT S/C H 15FT

Responsible Tech:
My Ref: TB/B
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

Antenna

Seq / Bill	Type	Description	Qty	Tax	Price	Discount	Net Price
		Install Antenna					
	SI	Customer Supplied					
6868661	PA	BOB - ANTENNA, 94 INCH MOTOROLA MALE	1.0000	Y	$37.09		$37.09
Freight - Ant	MC	Freight South Carolina Only	1.0000	Y	$15.25		$15.25
	SS	Shop Supplies	1.0000	Y	$20.10		$20.10
						Segment Total:	$114.44

Labor:	$42.00
Parts:	$37.09
Misc Charges:	$15.25
Enviro / Shop Supplies:	$20.10

Tot		
	Sub Total:	$114.44
	Total Tax:	$5.07
	Invoice Total:	$119.51

Type of Payment

ym	Description	Amount
redit Card (V)	MCALISTER	$119.51

Card Name: BRANDON MCALISTER
Account: [redacted] / MCL - Entry Method: Chipped
AID: A0000000041010 ARC - TSI: F800
TVR: 0000048000 IAD:
Batch: Approval: 052345 /
Verification Method: Verified by PIN

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 269-0876
email:
Web site: www.bobcatoris.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-168126 PO:
Date: 5/14/2018 Cust Id: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: CPowers
User: Gmparts

Ship To:
IRONWORX PRODUCTIONS, LLC

Signature:

Total Forms of Payment: $119.51

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 969-9800 Fax: (864) 299-0876
E-mail:
Web site: www.bobcatgvl.com

Bill To:
IRONWORX PRODUCTIONS LLC
BRANDON MCALISTER
820 SINGLETON RD
GENEVA, SC 29679 US

SERVICE INVOICE

Invoice: 03186440 PO: 20186522
Date: 4/30/2018 Cust#: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS LLC

Opened: 4/18/2018
Work Order No: 03185024
Depart Date:
Unit No: 17858
Unit Serial: B87G11710
Unit Desc: T870 14 Compact Track Loader A/C STC P-
Unit Meter: 9661 Hours

Responsible Tech:
My Ref: 20186522
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 P-
Unit PO:

CODING:

Item Code	Type	Description	Qty	Tax	Price	Discount	Net Price
		FOUND AND CUTTING OFF FOUND CODE D7564 Lift Assist Drive Solenoid Error Off 17627 Left Swashplate Drive Position WE TRIED SWAPPING SWASH PLATE SENSORS TO SEE IF THE CODE WOULD CHANGE. CODE STAYED THE SAME. WE REMOVED THE HYDROSTAT TO CHECK THE FINISHINGS AND THE FEEDBACK SPRING WAS BROKEN AND THE HYDROSTAT HAD LOTS OF WEAR IN IT. SPOKE TO MY DAM AND EXPRESSED MY CUSTOMERS CONCERN ABOUT REPAIRING THIS HYDROSTAT 2 TIMES AND HE DID NOT FEEL GOOD ABOUT DOING IT A THIRD TIME SO WE DECIDED TO JUST REPLACE THE HYDROSTAT. REPLACED HYDROSTAT EXTRA TIME FOR SWAPPING THE SWASH PLATE SENSORS TO FIND THE PROBLEM AND REASSEMBLE HYDROSTAT FOR CORE RETURN.				
	SI	Warranty Bobcat					
053793	PA	BAR - PUMP, HYD TANDEM W/O GEAR	1.0000		$3,147.75		$2,373.00
053049	PA	SOS - SEAL	2.0000		$1.73		$3.46
053112	PA	BOB - HYDRAULIC OIL	4.0000		$20.38		$80.76
053128	PA	BOH - PG 5547 ANTI-FREEZE PREMIX GAL	3.0000		$11.35		$34.05
						Segment Total:	$5,417.79

Labor:	$2,173.50
Parts:	$3,244.29

Sub Total:	$5,417.79
Total Tax:	$0.00
Invoice Total:	$5,417.79

Terms of Payment

Type	Description	Amount
Bobcat	Customer is BOBCAT WARRANTY	$5,417.79

Page 1 of 1

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 269-0876
Email:
Web site: www.bobcatops.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-166440 PO: 20136522
Date: 4/30/2018 CustId: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Total Forms of Payment:	$5,417.79
Balance Due On This Invoice:	$0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont SC 29673 US

Phone: (864) 269-9800 Fax: (864) 269-9870
Email:
Web site: www.bobcatsps.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA SC 29672 US

SERVICE INVOICE

Invoice: 03-181382 PO: 20183860
Date: 3/19/2018 Cust#: MCALISTER

Cust Email:
Phone: (310) 918-2056
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Opened: 3/19/2018
Work Order No: 03-181070
Pickup Date:
Unit No: 17080
Unit Serial: 19TCT710
Unit Desc: T870 T4 Compact Track Loader A/C S/C 78
Unit Meter: 95PT
94.0 Hours

Responsible Tech:
My Ref: 20183860
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

LEAK

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
LEAK							
		LEAK AT RIGHT TRACK FOUND HOSE PART# 7378181 HOSE TIGHTENED HOSE AND REFILLED WITH HYDRAULIC OIL AS NEEDED					
	SI	Warranty Bobcat					$60.38
6609117	PA	BOB - HYD FLUID 2.5 gal	1.0000		$30.38		$30.38
						Segment Total:	$90.76
TRAVEL TIME							
		TRAVEL TIME SENECA S.C.					
	SI	Warranty Bobcat					$105.00
						Segment Total:	$105.00

Labor:	$105.00
Parts:	$90.76
Sub Total:	$195.76
Total Tax:	$0.00
Invoice Total:	$195.76

Forms of Payment

Type	Description	Amount
Other - Bobcat	Customer Id: BRANDON WARRANT	$195.76
	Total Forms of Payment	$195.76

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont SC 29673 US

Phone: (864) 269-3800 Fax: (864) 269-0878
Email:
Web site: www.bobcatops.com

Bill To:
IRONWORX PRODUCTIONS, LLC
SHANNON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-156347 PO: 20108400
Date: 1/31/2018 Cust Id: MCALISTER

Cust Email:
Phone: (318) 918-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Opened: 1/26/2018
Work Order No: 03-156347
Closing Date:
Unit No: 47008
Unit Serial: B47CC11J0
Unit Desc: T870 Compact Track Loader A91 SJC HF
Unit Meter: 15FT
613 Hours

Responsible Tech:
My Ref: 20108400
Delivery Date:
Unit Make: Bobcat
Unit Model: T870T4
Unit Tag:

CODING

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CODING		CODING 0362 Left Swashplate Out of Position AND 0517 Left Swash Plate out in Neutral. REMOVED SWASH PLATE SENSORS AND SWAPPED THEM TO SEE IF THE CODE WOULD CHANGE, CODE DID NOT CHANGE. REMOVED HYDROSTAT AND DISASSEMBLED. FOUND PLASTIC BUSHINGS COMING OUT OF THE BORE OF THE SWASHPLATE. INSTALLED NEW BUSHINGS AND REFILLED WITH FLUID AS NEEDED. EXTRA TIME FOR SWAPPING SWASH PLATE SENSORS TO DETERMINE IF IT WAS ELECTRICAL OR MECHANICAL.					
	SL	Warranty Labor					$2,173.50
6546[illegible]	PA	BOB - BUSHING	2.0000		$2.20		$4.40
963117	PA	BOB - HYD FLUID, 2.5 gal	2.0000		$30.38		$60.76
963126	PA	BOB - 1% 5W47 ANTIFREEZE PREMIX GAL	3.0000		$11.85		$34.05
						Segment Total:	$2,272.71

Labor:	$2,173.50
Parts:	$99.21

Sub Total:	$2,272.71
Total Tax:	$0.00
Invoice Total:	$2,272.71

Terms of Payment

Type	Description	Amount
Bobcat	Customer Id: BCBCAT WARRANT	$2,272.71
		Total Forms of Payment: $2,272.71

Balance Due On This Invoice: $0.00

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 269-0870
Email:
Web site: www.bobcatops.com

Bill To
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-156436
Date: 2/1/2018

PO
Cust#: MCALISTER

Last Email:
Phone: (318) 813-2058
Salesperson: Dhollingsworth
User: Gmparts

Ship To
IRONWORX PRODUCTIONS, LLC

Opened: 1/31/2018
Work Order No: 03-1/31/18
Pickup Date:
Unit No: 47085
Unit Serial: B47C11710
Unit Desc: T870 T4 Compact Track Loader A/H 35.0 HP
Unit Meter: 15PT
64.0 Hours

Responsible Tech:
My Ref: IRONWORX
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

CAMERA

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CAMERA							
		CAMERA NOT WORKING. REPLACED MELTED CAMERA. AIR FILTER COMING. REPLACED MELTED HOSE FROM AIR FILTER SENSOR TO AIR BOX.					
	SL	Customer Billable					$162.75
Brand	NP	CAMERA					
MISC PARTS	MC	Miscellaneous Parts	1.0000	Y	$135.00		$135.00
	SS	Shop Supplies	1.0000	Y	$20.10		$20.10
						Segment Total:	$317.85

Labor:	$162.75
Misc Charges:	$135.00
Envir. / Shop Supplies:	$20.10
Sub Total:	$317.85
Total Tax:	$10.86
Invoice Total:	$328.71

Forms of Payment

Type	Description	Amount
Credit Card 03	MCALISTER Card Name: Account: [redacted]0458 / / VS Entry Method: Keyed AID: ARC TSI: TVR: IAD: Data: Approval: 05507R / Verification Method:	$328.71

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 259-0676
Email:
Web site: www.bobcatops.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-156436 PO:
Date: 2/1/2018 CustId: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: Gmparts

Ship To:
IRONWORX PRODUCTIONS, LLC

Total Forms of Payment: $328.71

Balance Due On This Invoice: $0.00

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Bobcat of Greenville

251 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-1600 Fax: (864) 269-0876
Email:
Web site: www.bobcatsps.com

Sold To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
320 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-154020 PO: 20180229
Date: 1/10/2018 Cust#: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship to:
IRONWORX PRODUCTIONS, LLC

Opened: 1/5/2018
Work Order No: 03-172584
Return Date:
Unit No: 47063
Unit Serial: 347C11710
Unit Desc: T870 T4 Compact Track Loader Ad. S.C.R.
Unit Meter: 0(H)
46.8 Hours

Responsible Tech:
My Ref: 20180229
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

GRAPPLE

ID	Type	Description	Qty	Tax	Price	Discount	Net Price
RAPPLE							
		GRAPPLE FAILS DOWN. FOUND THE FEMALE COUPLER CRACKED CAUSING THE AUX TO DRAIN TO CASE DRAIN IN THE COUPLER BLOCK. REPLACED FEMALE COUPLER					
	GI	Warranty Bobcat					$60.38
66802	PA	BOB-COUPLER, FF FEMALE	1.0000		$63.80		$63.80
						Segment Total:	$124.18

Labor:	$60.38
Parts:	$63.80
Sub Total:	$124.18
Total Tax:	$0.00
Invoice Total:	$124.18

ms of Payment

pe	Description	Amount
rr - Bobcat	Customer Id: BOBCAT WARRANTY	$124.18
	Total Forms of Payment:	$124.18

Balance Due On This Invoice: $0.00

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SERVICE INVOICE

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-1600 Fax: (864) 269-0876
Email:
Web site: www.bobcatgvl.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
820 SINGLETON RD
SENECA, SC 29677 US

Invoice: 03-154081
Date: 1/11/2018

PO:
Cust Id: MCALISTER

Cust Email:
Phone: (310) 913-7058
Salesperson: DHollingsworth
User: TRollins

Ship To:
IRONWORX PRODUCTIONS, LLC

Opened: 1/10/2018
Work Order No: 03-173284
Pickup Date:
Unit No: A7089
Unit Serial: B47C11710
Unit Desc: T870 T4 Compact Track Loader Ag SJC R
Unit Make: BCT
45.6 Hours

Responsible Tech: IRONWORX
My Ref:
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

CODING

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CODING:							
		250 SERVICE					$52.00
	SL	Customer Billable	1.0000	Y	$20.33		$20.33
7012883	PA	80B - FILTER, OIL ENG	3.0000	Y	$15.99		$47.97
7028081	PA	BOB - 15W/40 GAL	3.0000		$0.08		$0.24
Oil Tax SC Gal	MC	Oil Solid Waste Tax SC	1.0000	Y	$20.10		$20.10
	SS	Shop Supplies				Segment Total:	$141.14

Labor	$52.00
Parts	$68.30
Misc Charges	$0.08
Lubes / Shop Supplies	$20.10
Sub Total:	$141.14
Total Tax:	$6.18
Invoice Total:	$147.32

Terms:

Forms of Payment

Type	Description	Amount
Credit Card 03	MCALISTER	$147.32

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Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 269-0876
Email:
Web site: www.bobcatops.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-154081 PO:
Date: 1/11/2018 CustId: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: TRollins

Ship To:
IRONWORX PRODUCTIONS, LLC

Card Name: BRANDON MCALISTER
Account: **********5463 / VS - Entry Method: Chipped
AID: A0000000031010 - ARC: - TSI: F800
TVR: 0080008000 - IAD:
Batch: - Approval: 058653 /
Verification Method: Signature

Total Forms of Payment: $147.32

Balance Due On This Invoice: $0.00

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4 24 18 Listed for Sale

Subject: Machinery Trader Order Confirmation - 2018 BOBCAT T870
CRM:00252400001104
From: Sydney Scott <sydney.scott@truckpaper.com>
Date: 4/24/18, 10:12 AM
To: "simlodonllc@gmail.com" <simlodonllc@gmail.com>

Brandon,
Thank you for choosing Machinery Trader to list your equipment. Your card was charged $200.00 for the ad. I have already activated the online portion of the ad here ( ), and I've attached a proof of the ad that will print for 4 weeks beginning with the May 4th issue in the South Eastern print edition of Machinery Trader. Your ad will print as shown in the attached proof. If you'd like to make changes, I must hear from you before the deadline of . Please let me know if you have any questions.
Do you or your buyer need financing? All listings on MachineryTrader.com have a direct link for buyers to access to quickly inquire on financing options through our partnership with Currency Capital.

Thank you for using Machinery Trader,

Sydney Scott

(251) 929-1251 | (800) 937-4884 (x 30)

153 W. Harvest Drive | Lincoln, NE 68521 | sydney.scott@sandhills.com

MarketBook Auctions Marketplace

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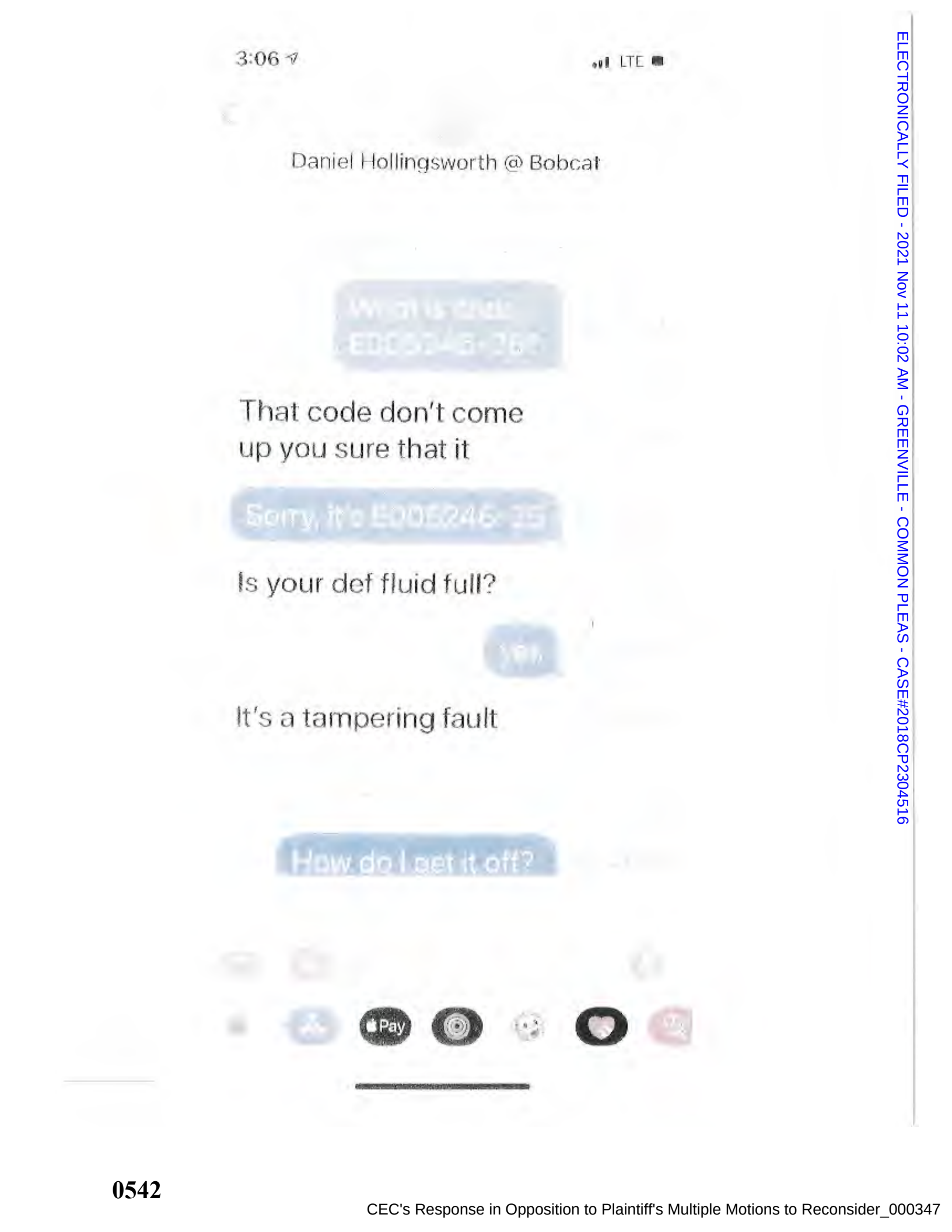
You will need to have Adobe Acrobat Reader to view this proof. Click on this link to download Acrobat Reader:

Attachments:

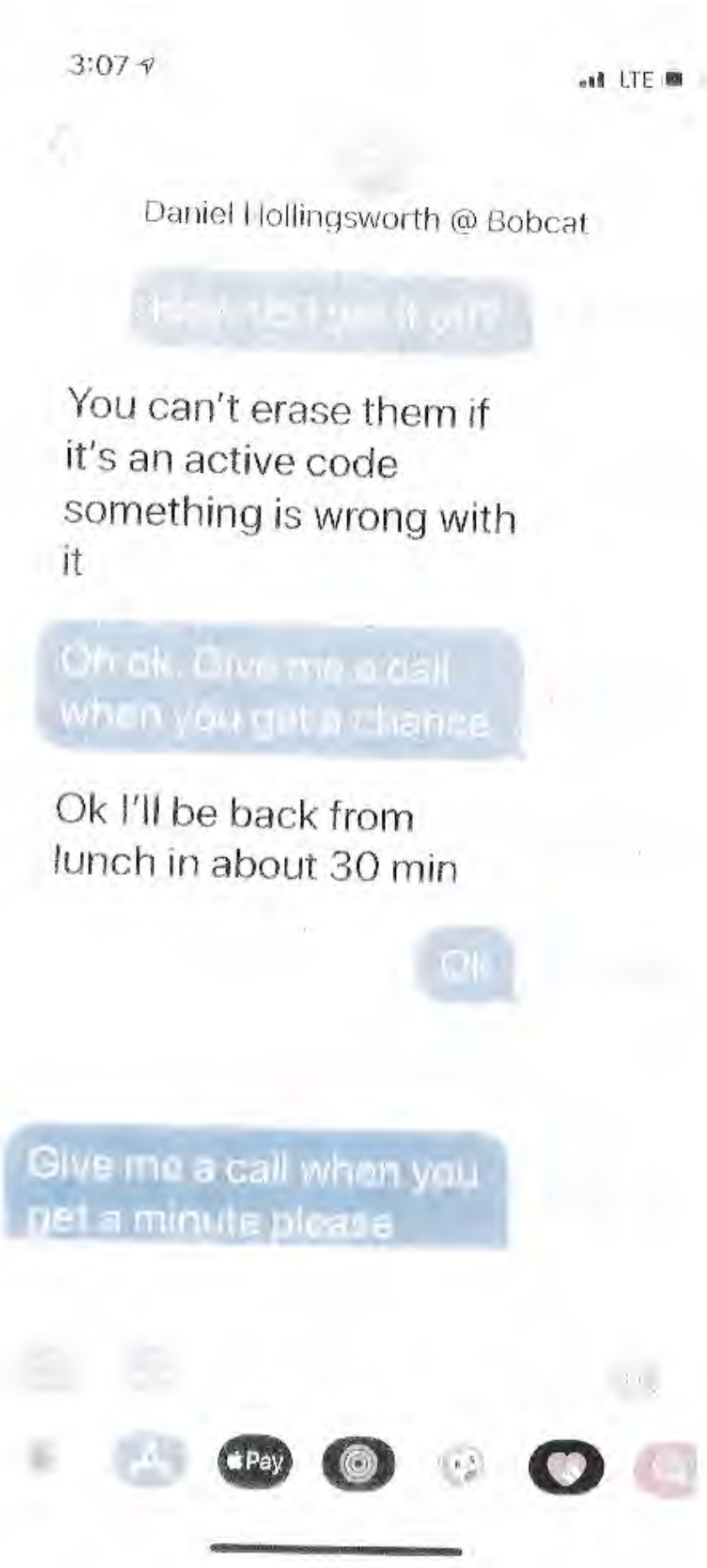
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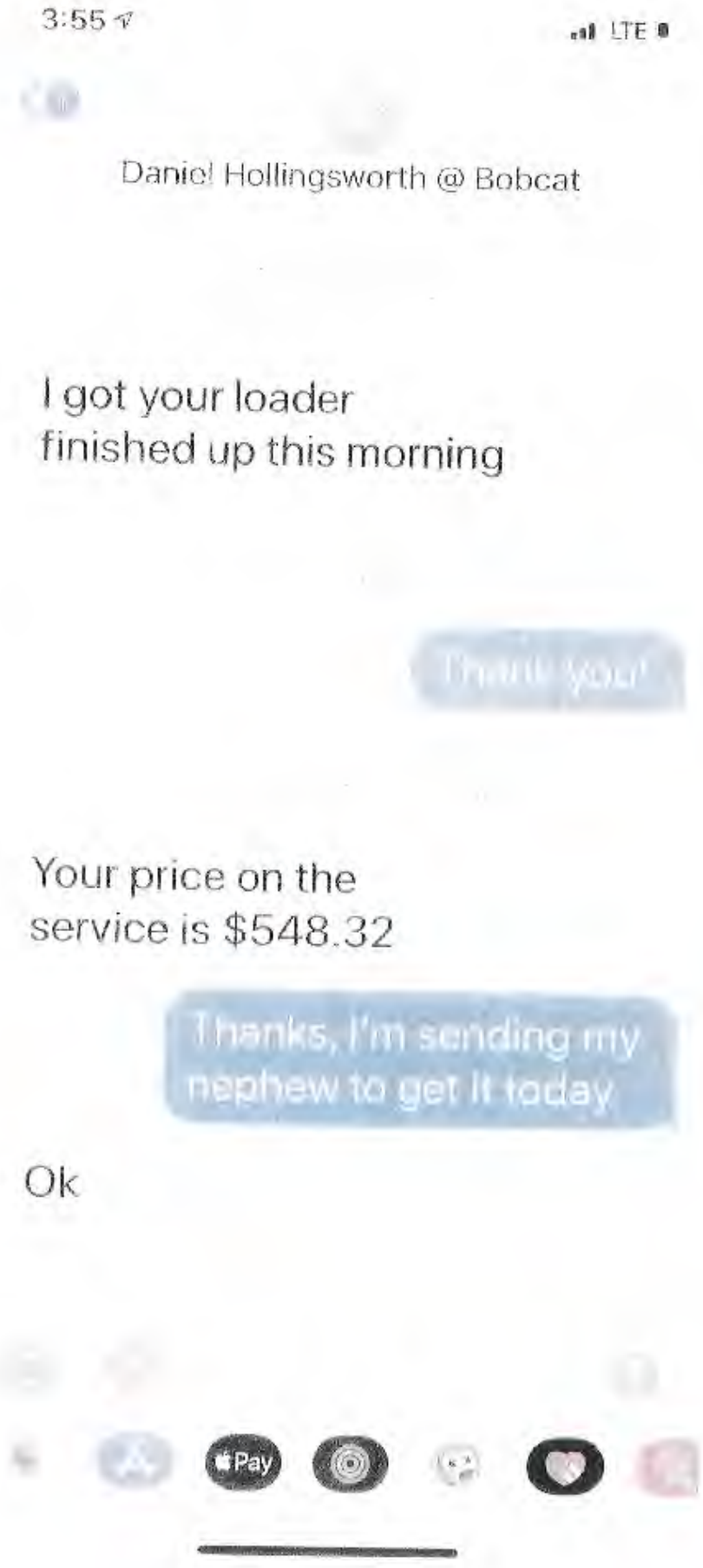
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3:08 LTE

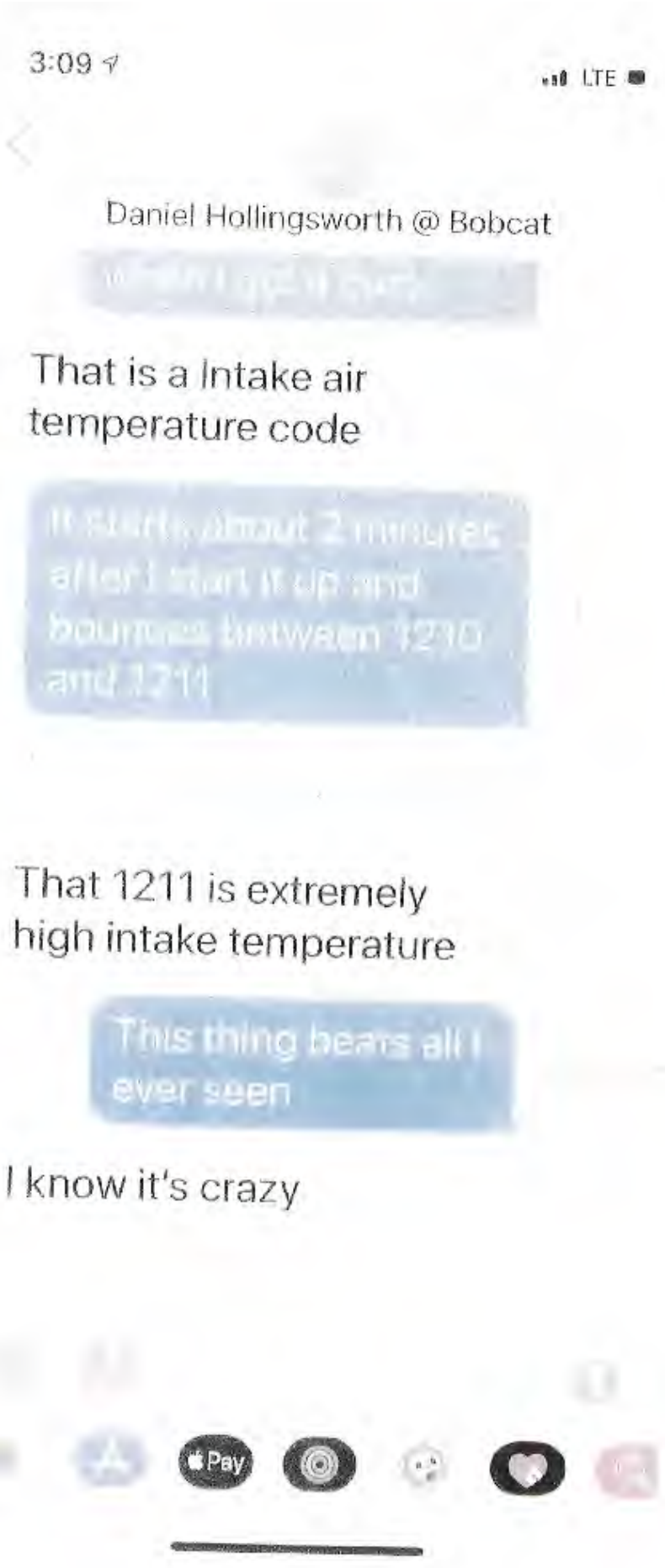
Daniel Hollingsworth @ Bobcat



It's been showing this code since Thursday when I got it back.

That is a Intake air temperature code

It starts about 2 minutes after I start it up and bounces between 1210 and 1211



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3:10 LTE

Daniel Hollingsworth @ Bobcat



Right side track tension released



Left side track tension on

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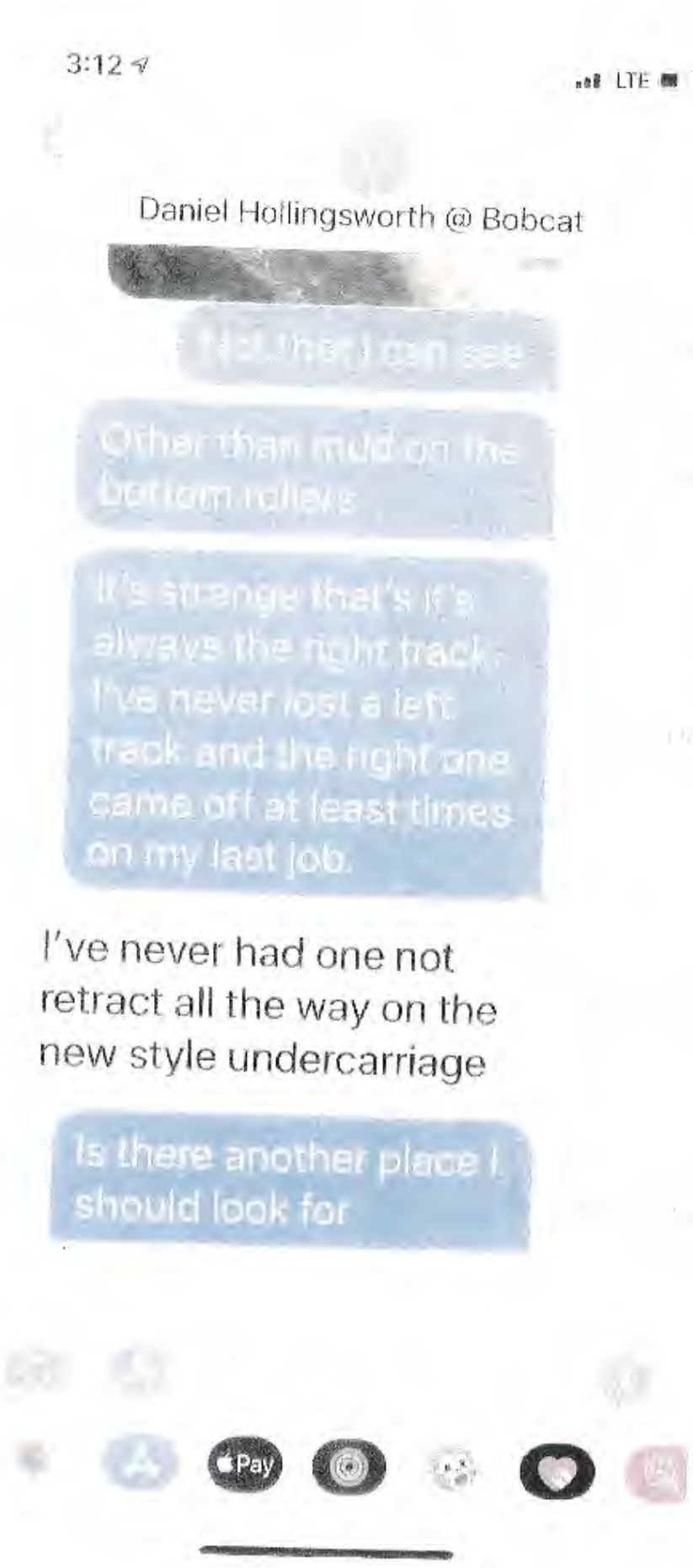
3:11 LTE

Daniel Hollingsworth @ Bobcat

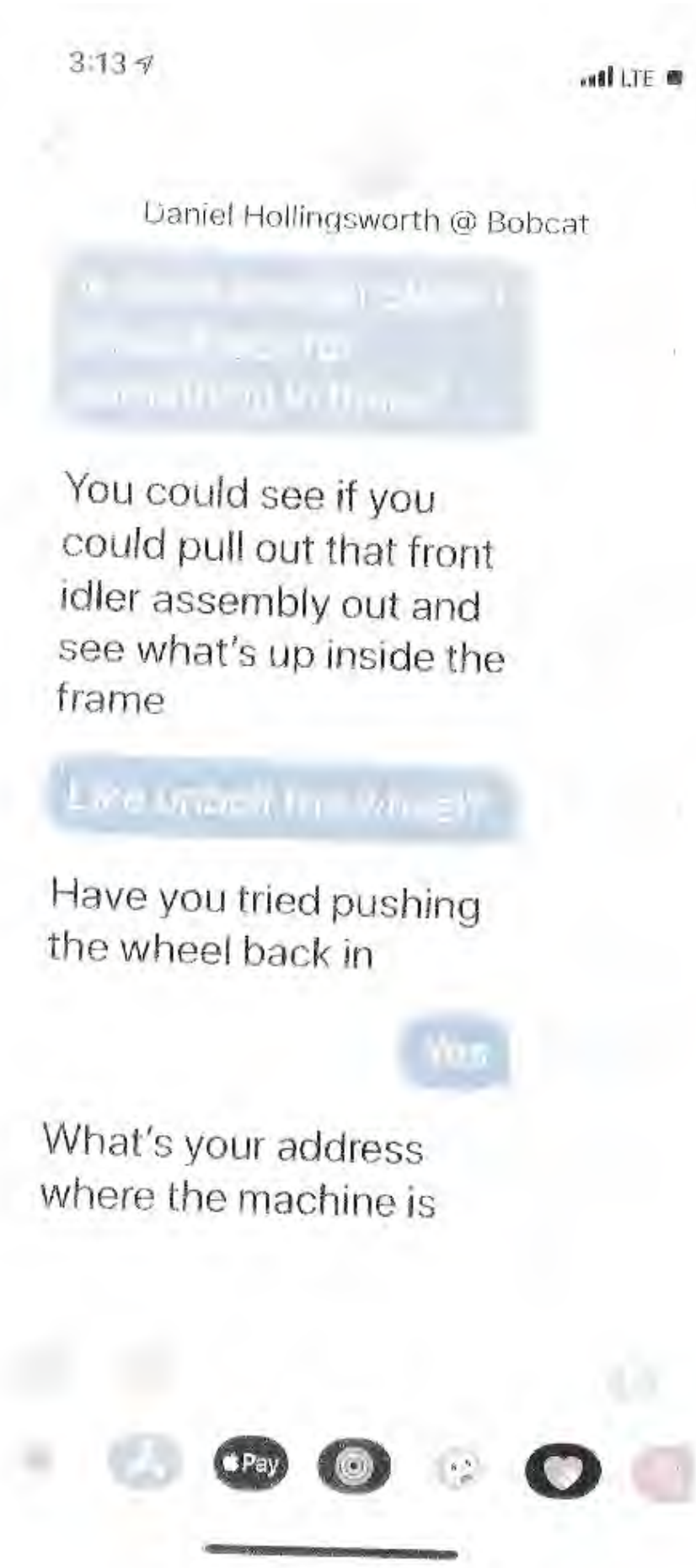
It's 1 inch different?

Is there something up inside the frame?

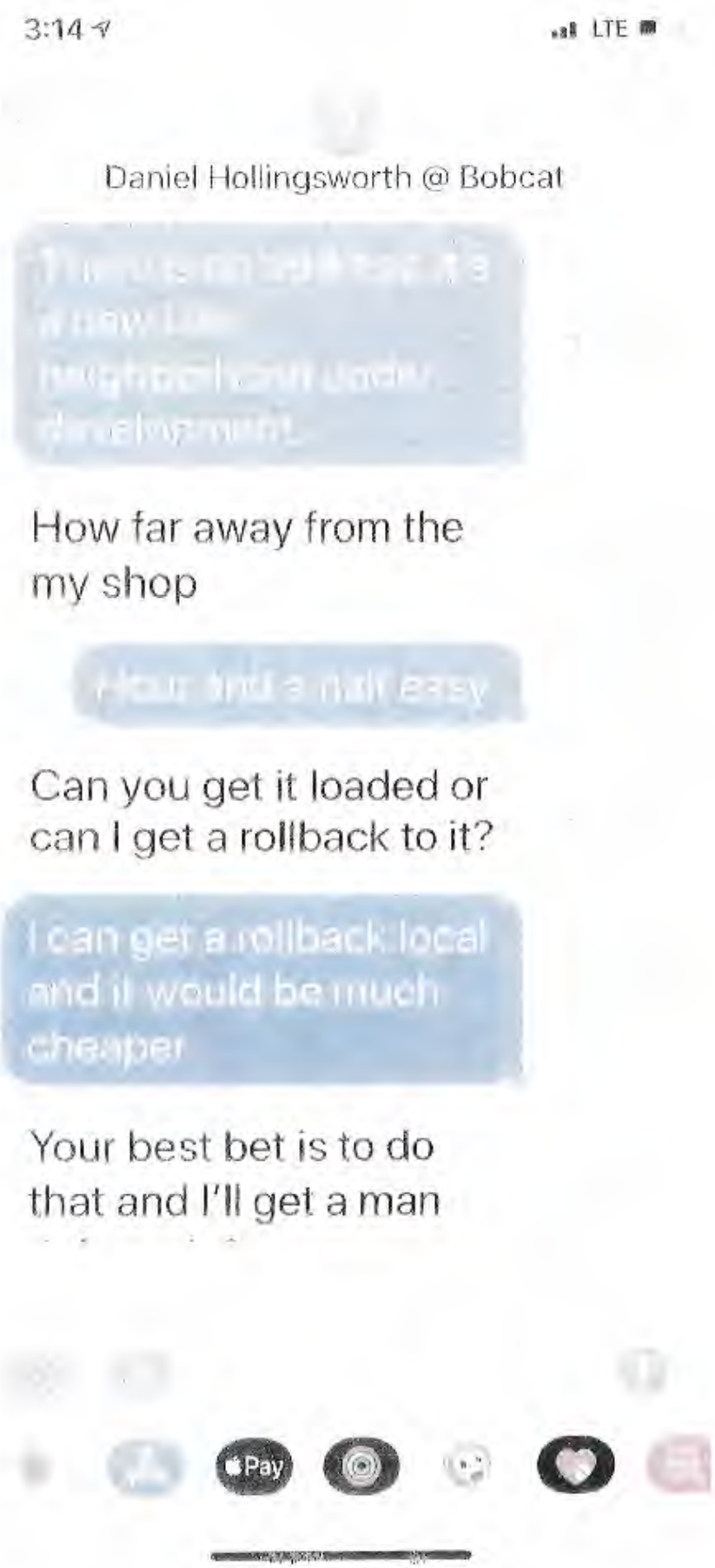




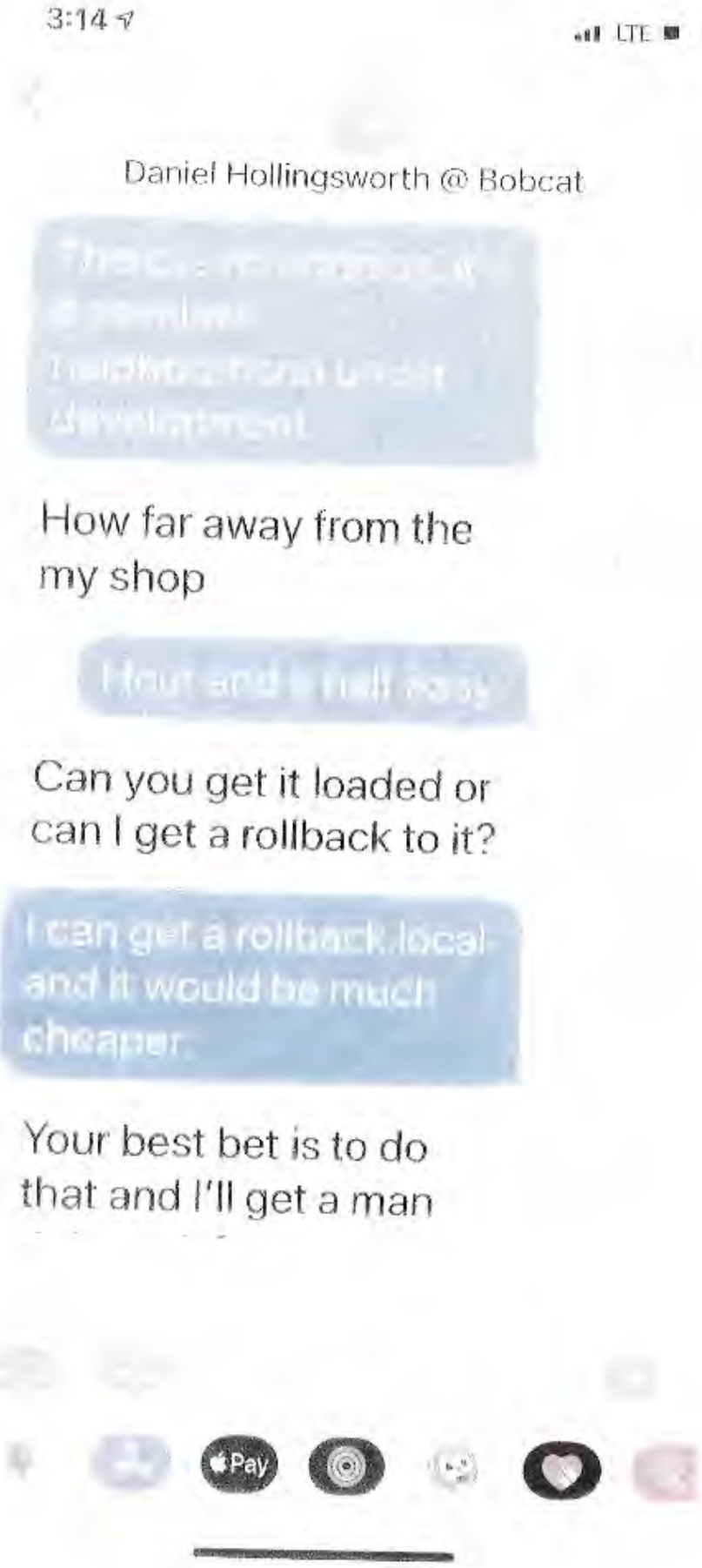
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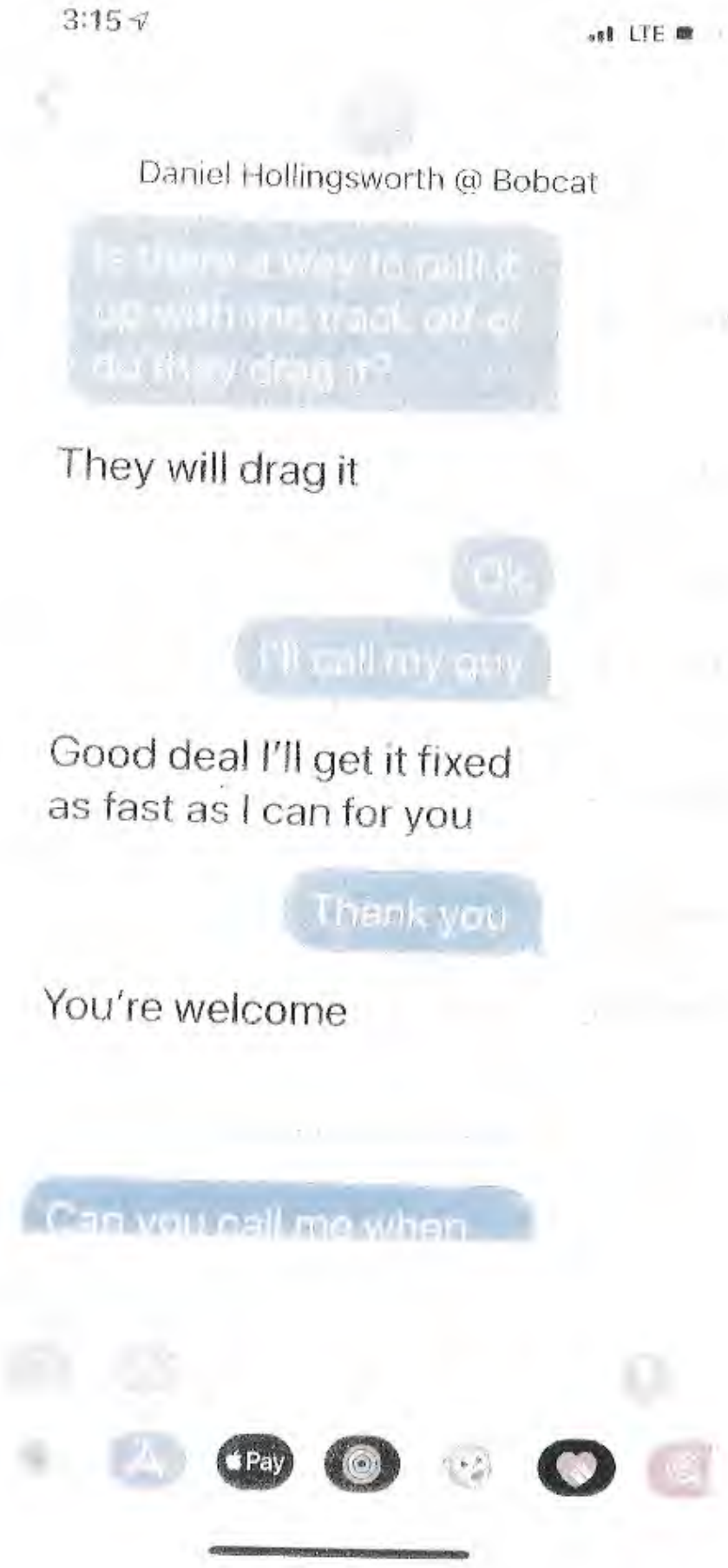
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3:17 LTE

Daniel Hollingsworth @ Bobcat

Can you call me when you get a minute I have a question and I want to make sure it's something that won't void the warranty



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3:18 LTE

Daniel Hollingsworth @ Bobcat



Winched with 1000lbs of pull.



Left side

That's crazy

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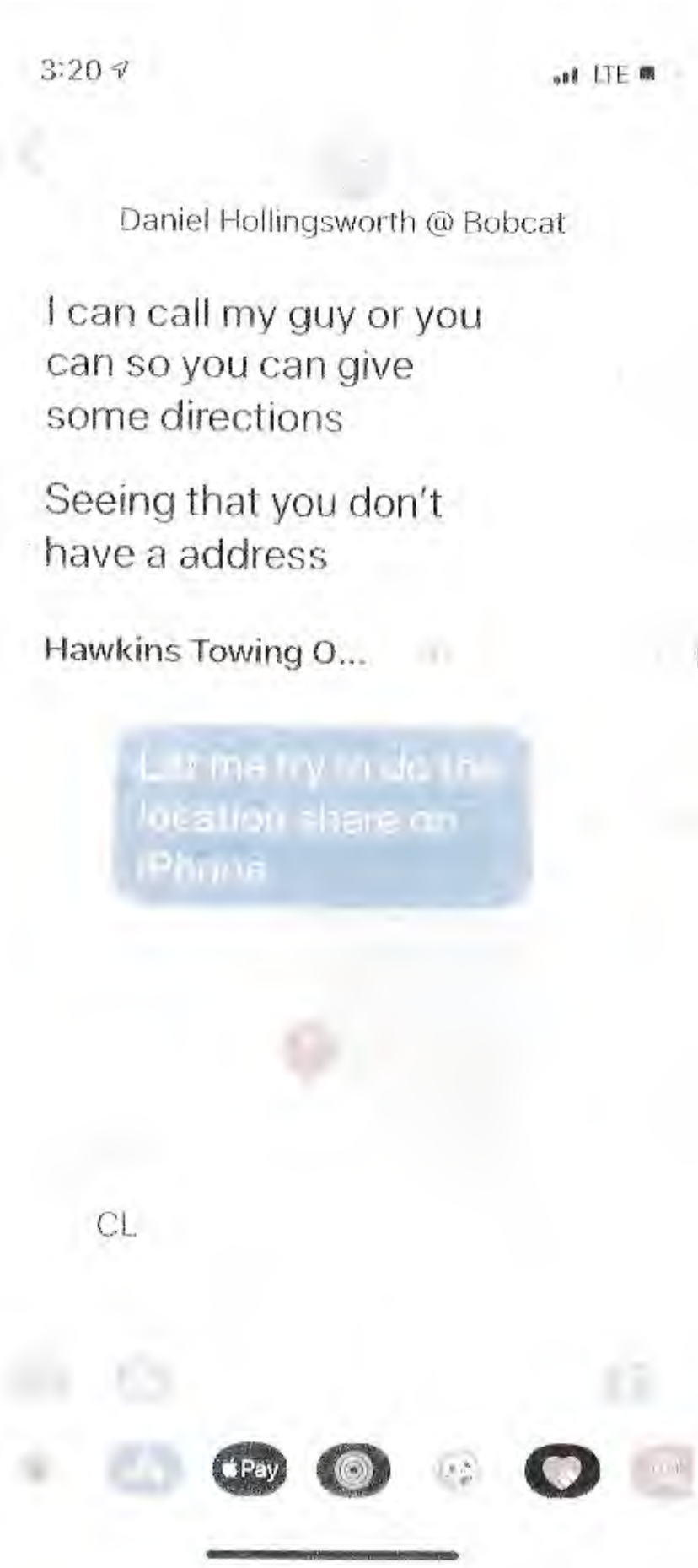
3:19 LTE

Daniel Hollingsworth @ Bobcat

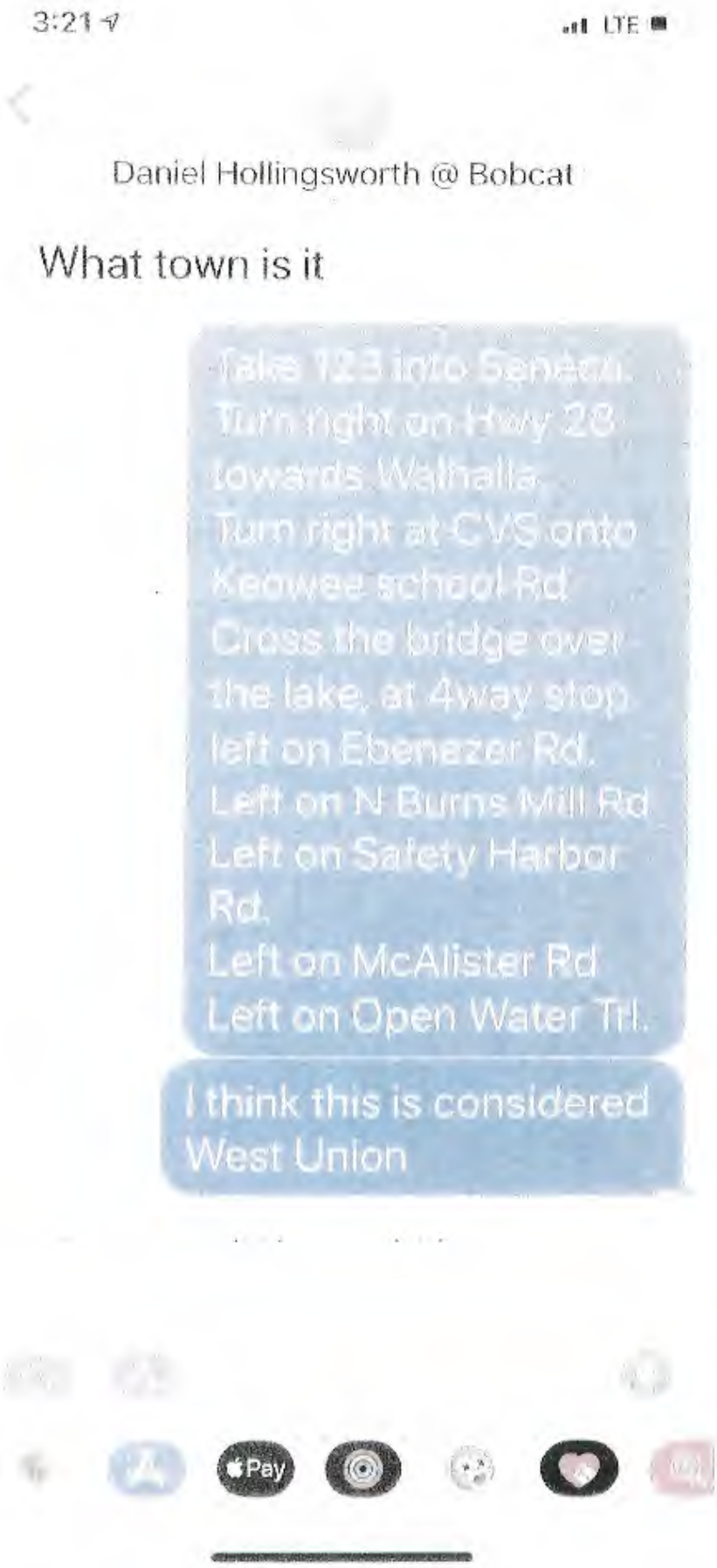


No tension

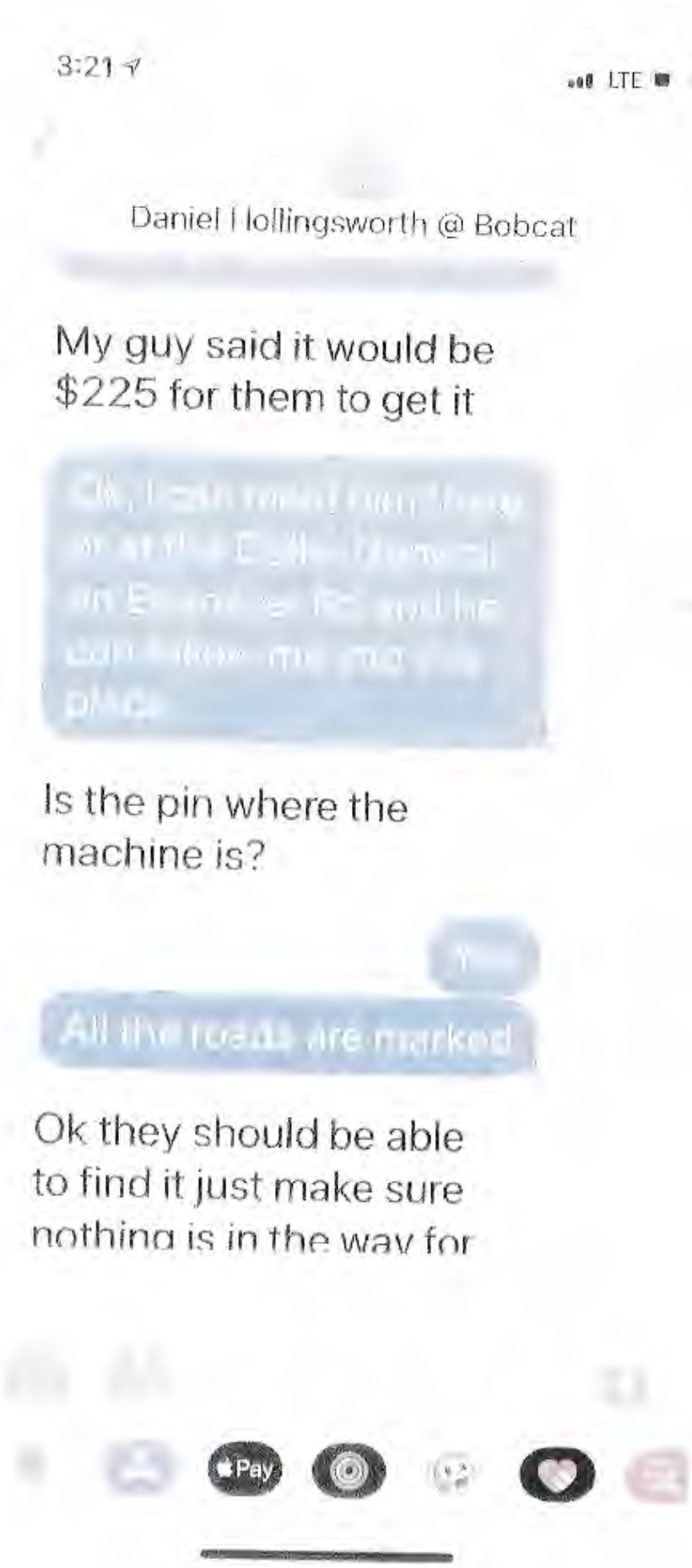
There's not a roll back around here willing to get it.
1 they say they will be overweight
2 there afraid it will damage their bed.
One guy wants $1500 to pick it up and put it in my trailer with a crane.



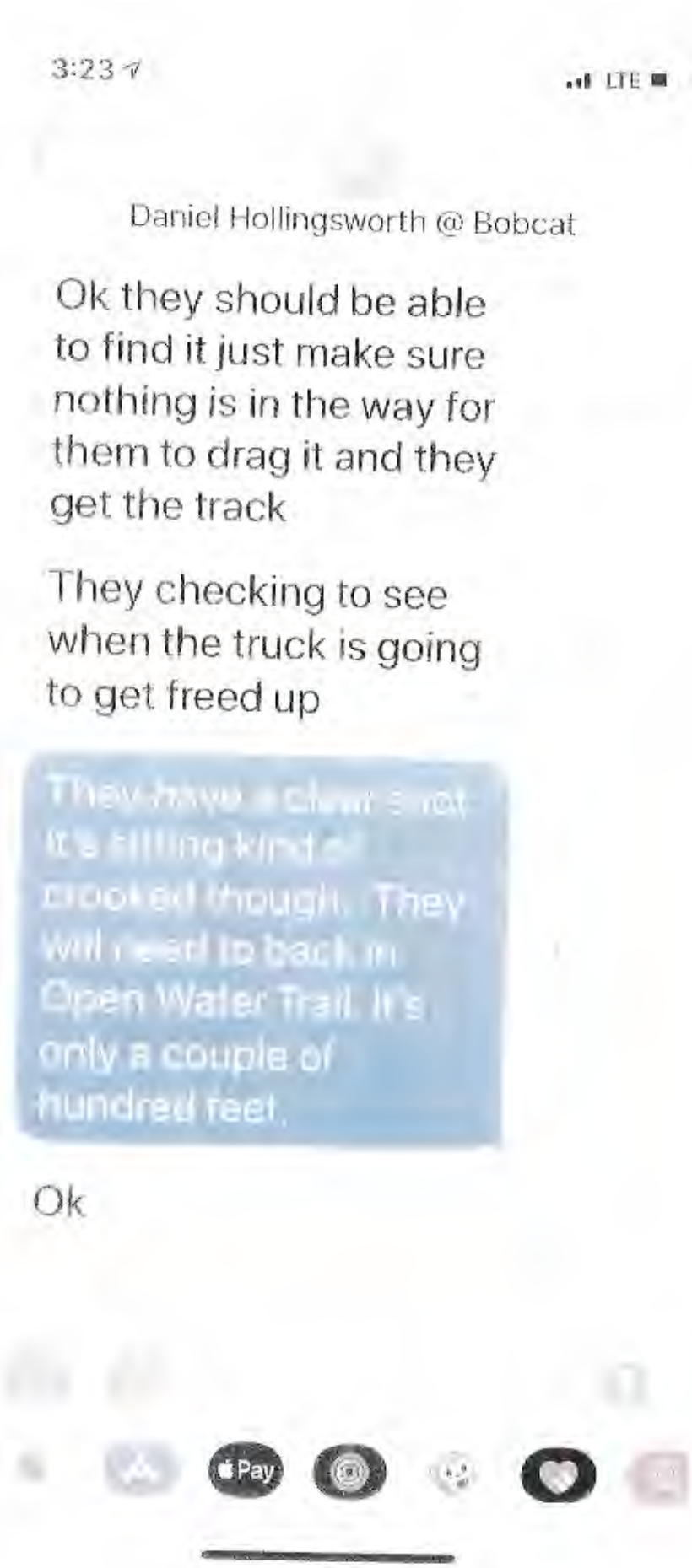
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3:24 LTE

Daniel Hollingsworth @ Bobcat



I got it done

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3:25 LTE

Daniel Hollingsworth @ Bobcat



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3:26 LTE

Daniel Hollingsworth @ Bobcat





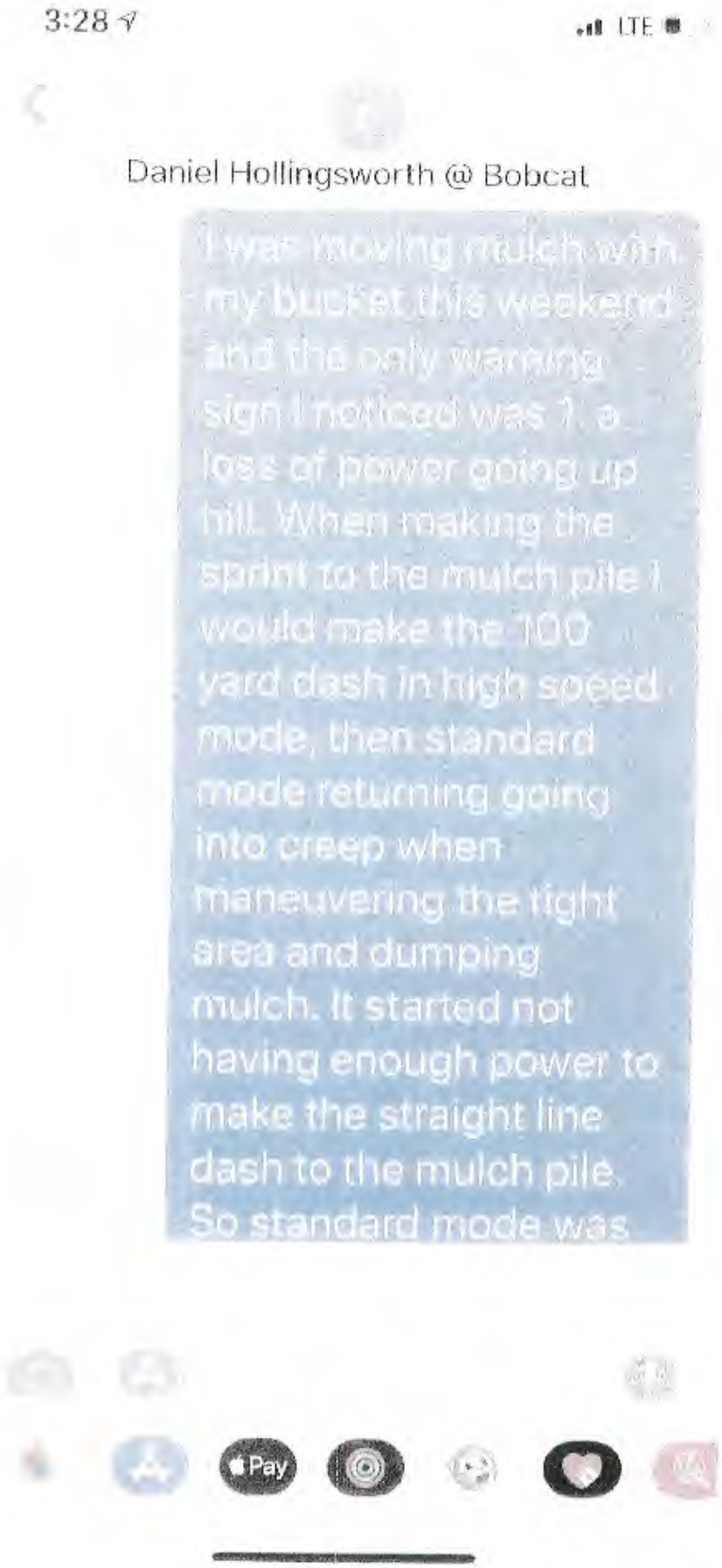
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3:27 ✈ LTE

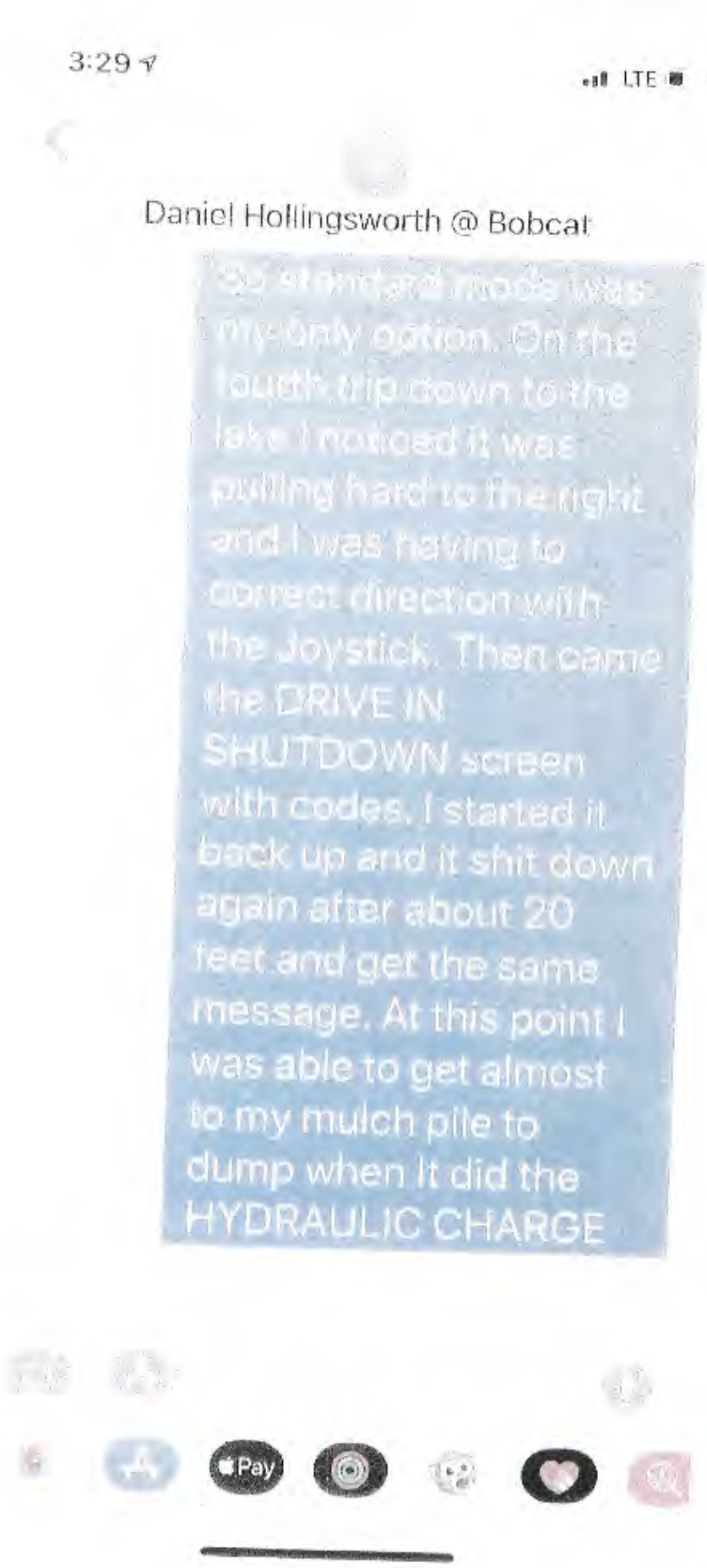
Daniel Hollingsworth @ Bobcat



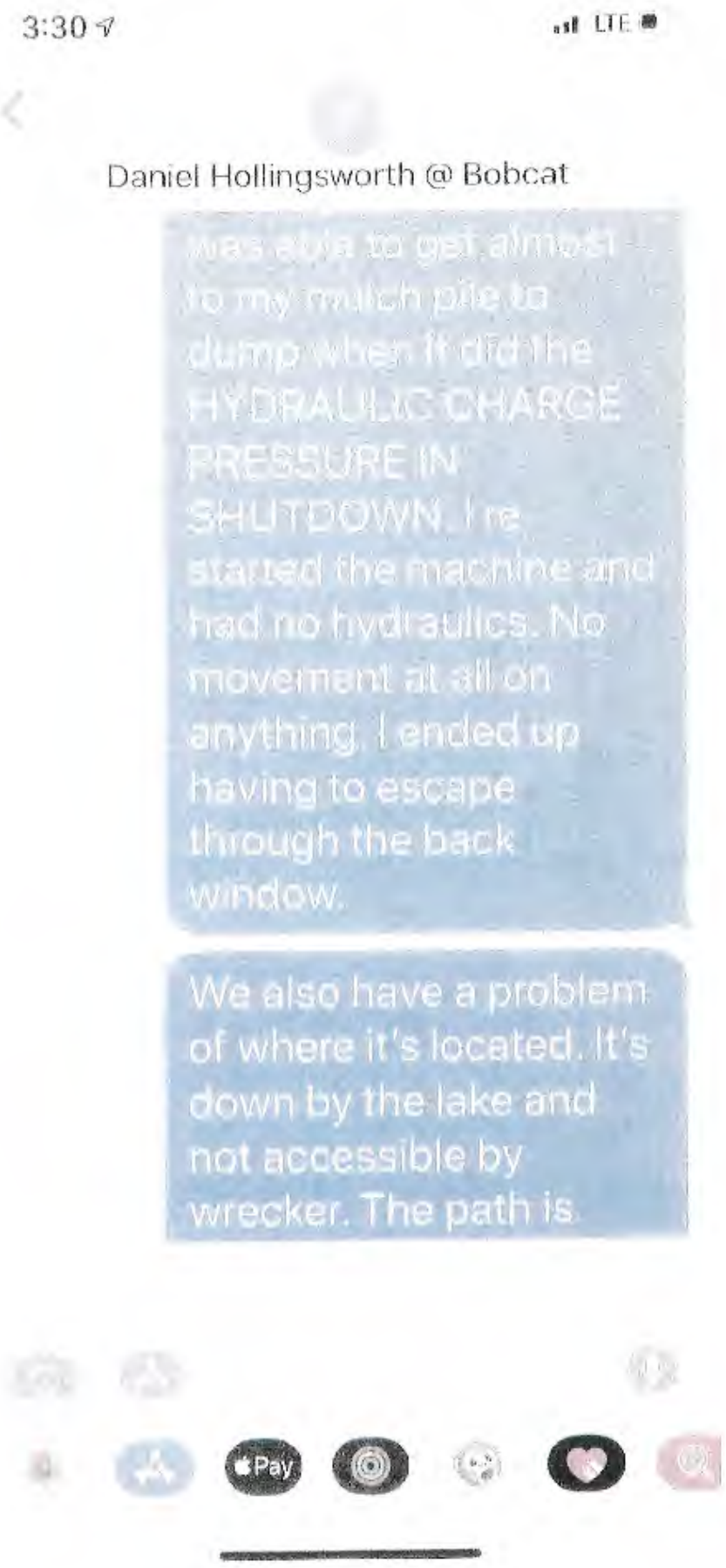
I was moving mulch with my bucket this weekend and the only warning sign I noticed was 1. a loss of power going up hill. When making the



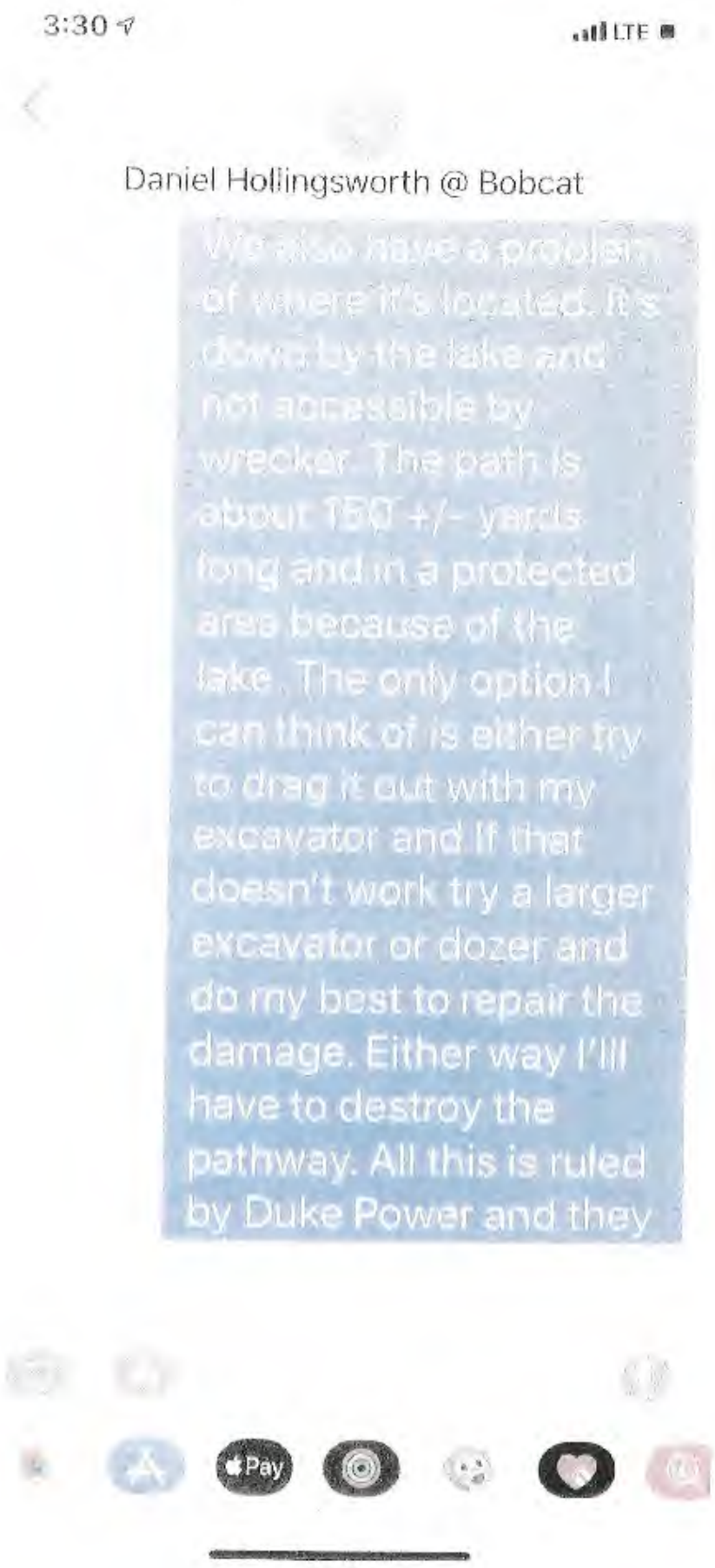
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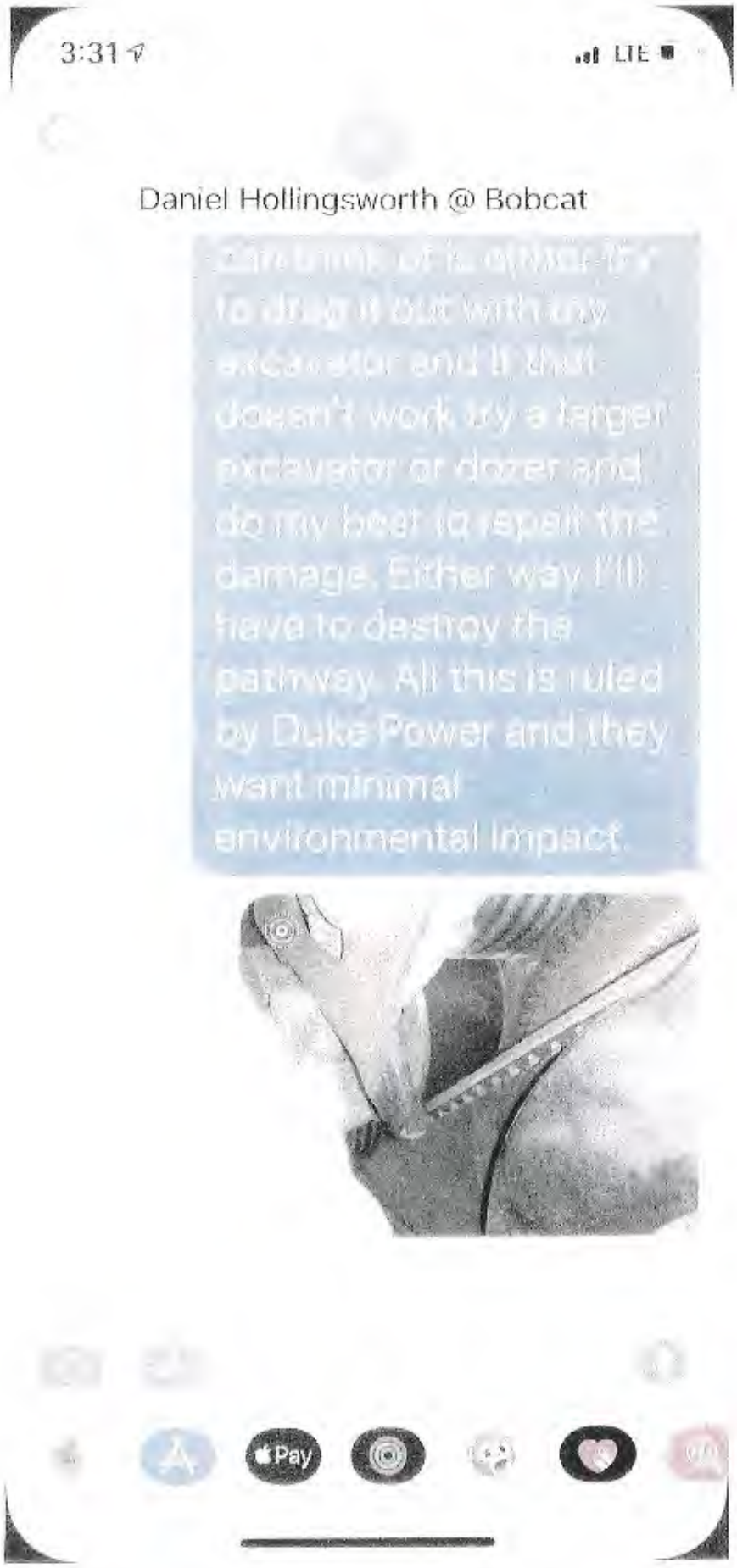


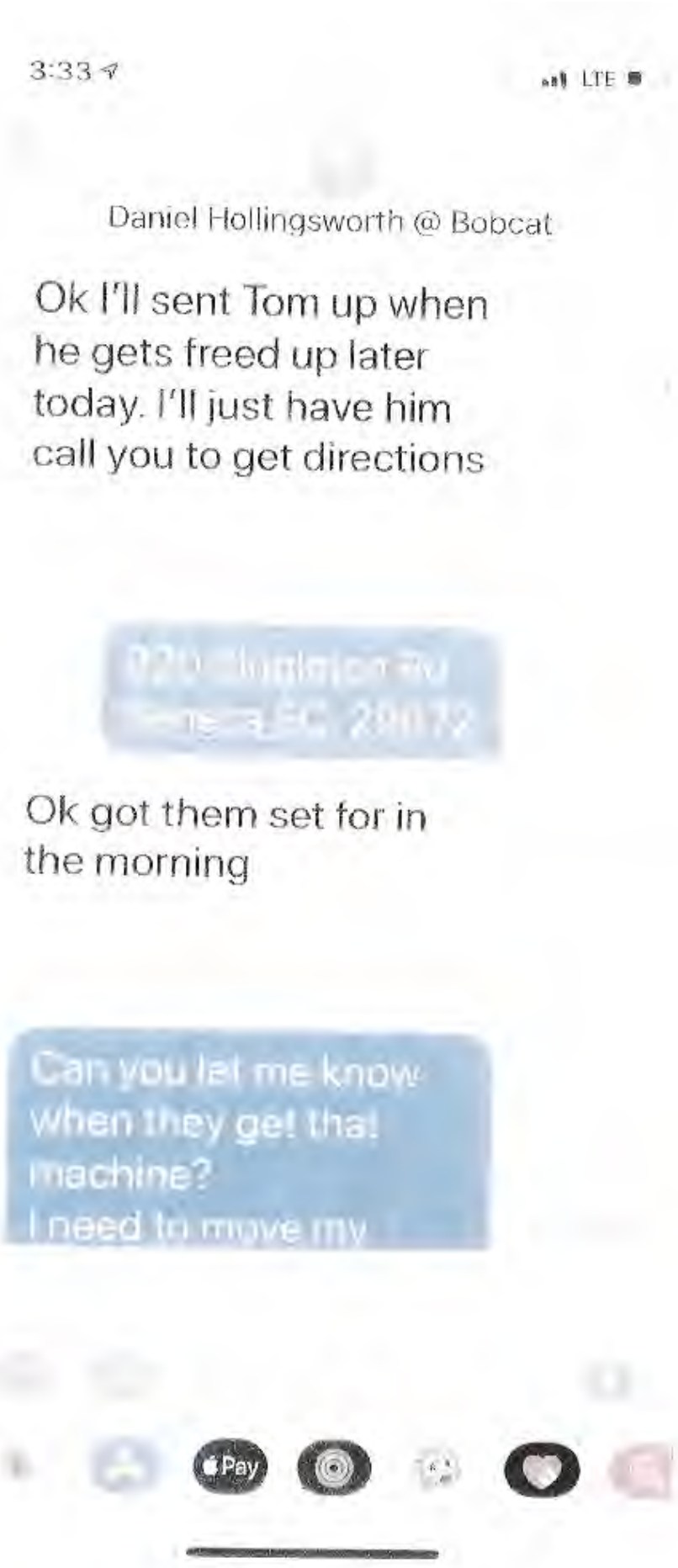
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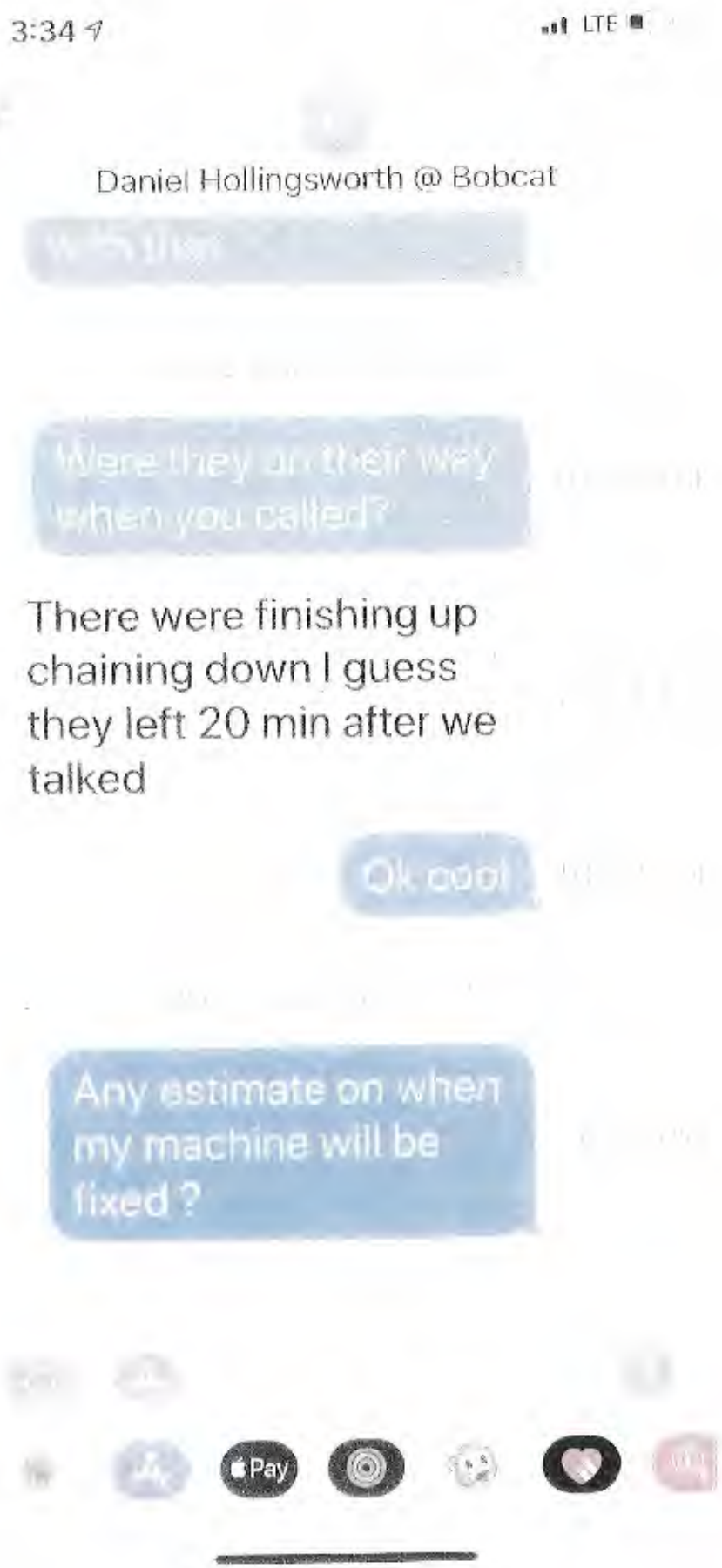
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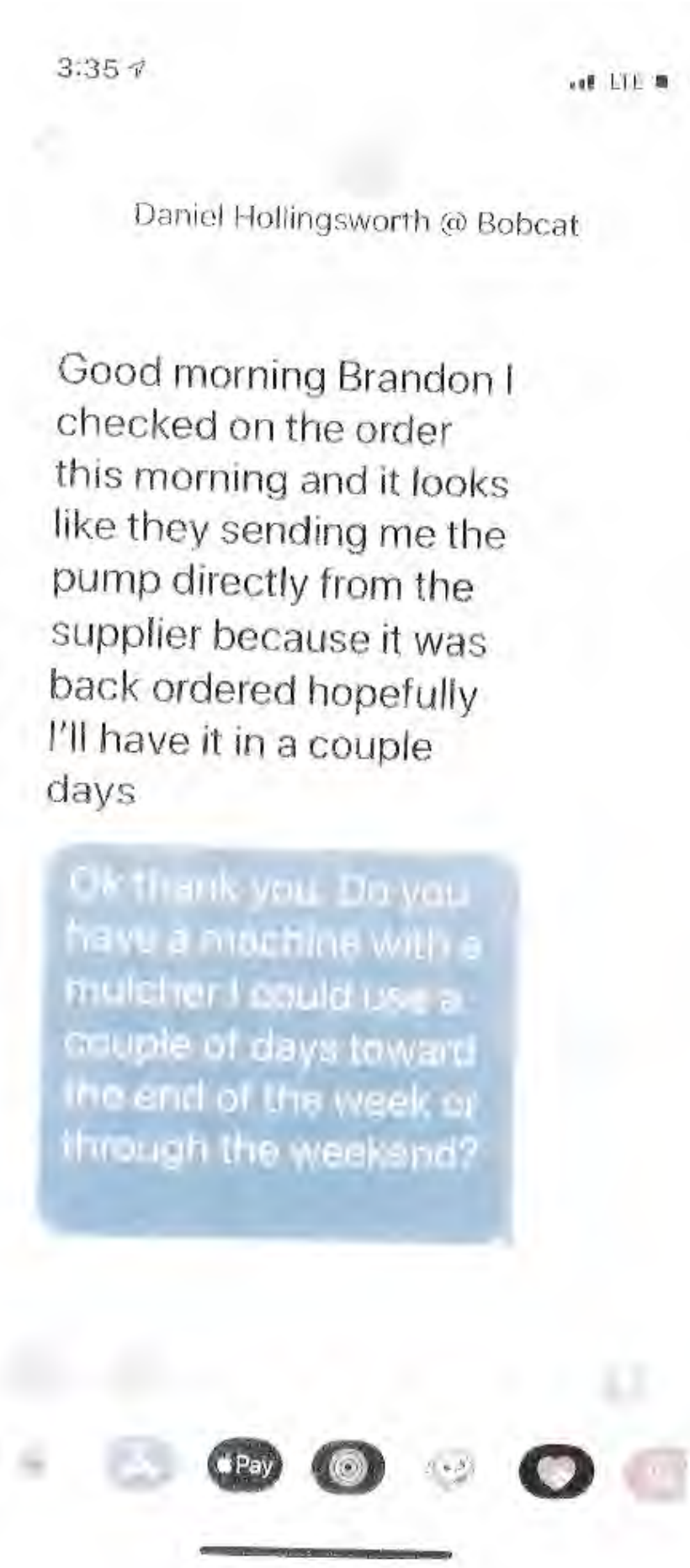


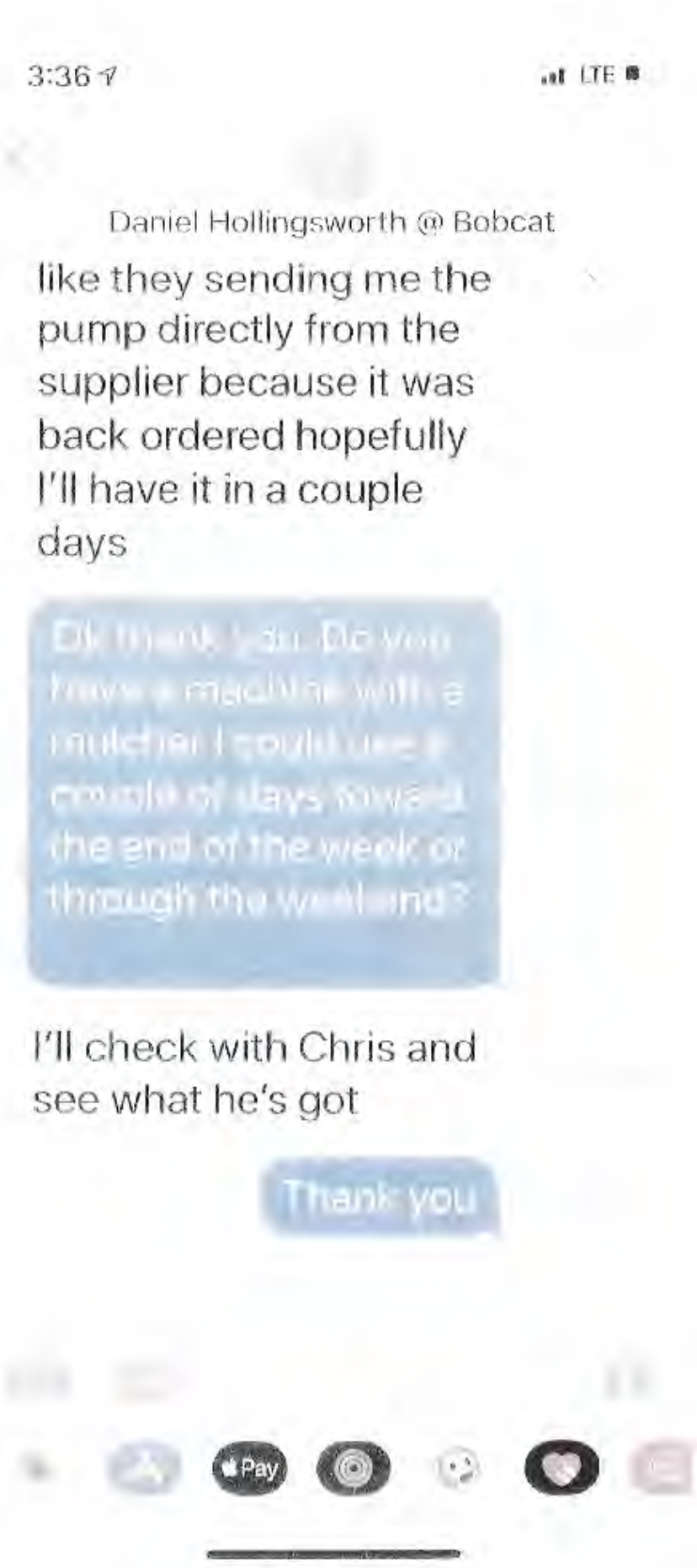
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3:39 LTE

Daniel Hollingsworth @ Bobcat

Ok we can fix it when
can you bring it in

Ok thank you



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3:40 LTE

Daniel Hollingsworth @ Bobcat



Just grading a road and this track falls off. Same right side track.
One of my employees is headed back with it now.

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3:41 ◁ LTE

Daniel Hollingsworth @ Bobcat

Ok are you reinstalling it or bringing it to me?

I'm bringing it to you for this and the hydraulic leak



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3:41 LTE

Daniel Hollingsworth @ Bobcat



Ok



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3:42 LTE

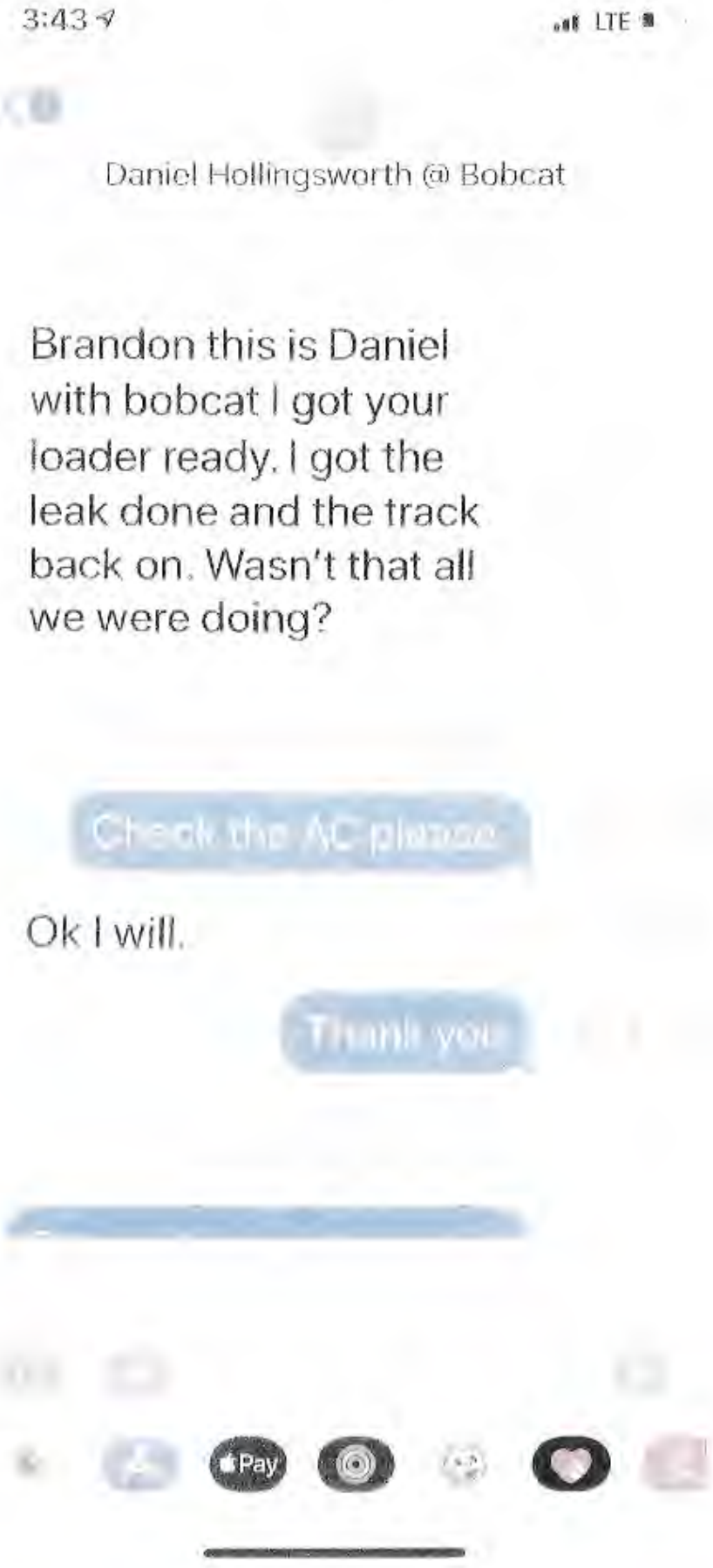
Daniel Hollingsworth @ Bobcat

Ok

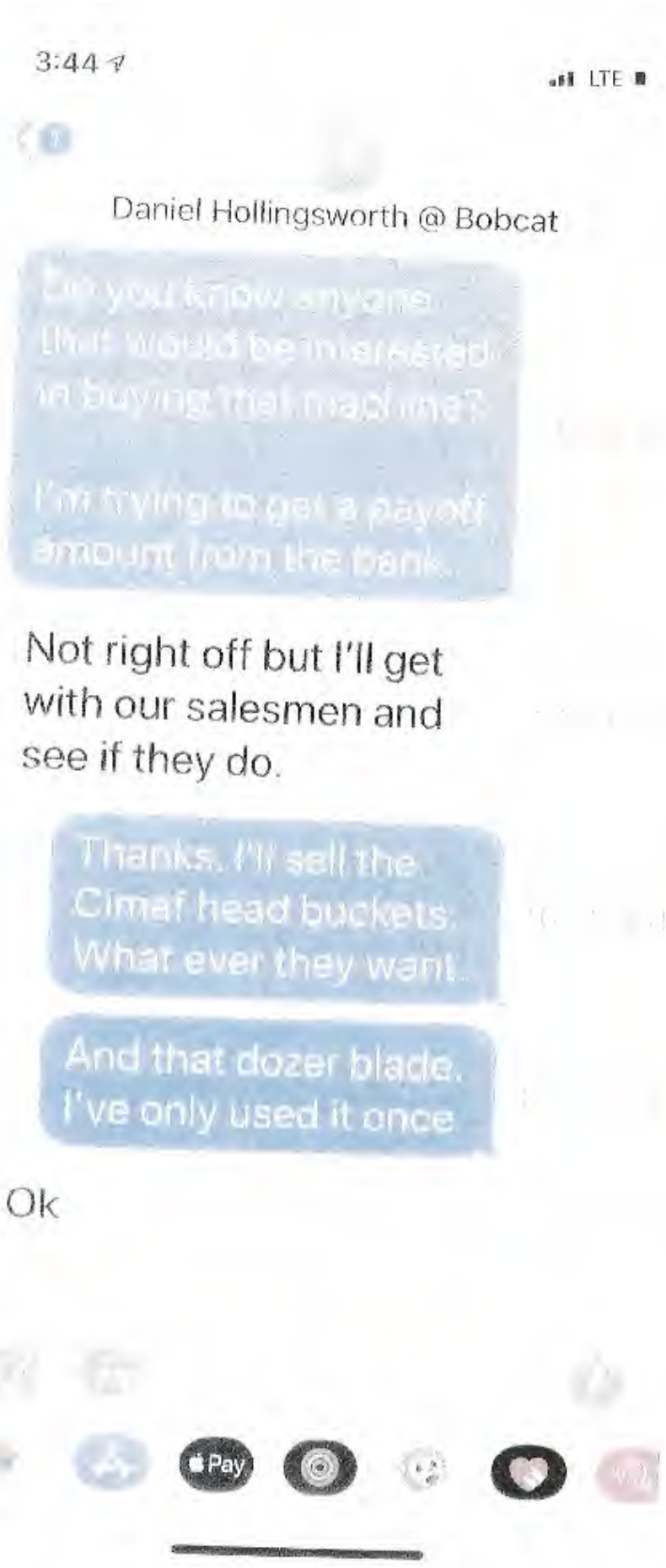


This is the area we were grading.

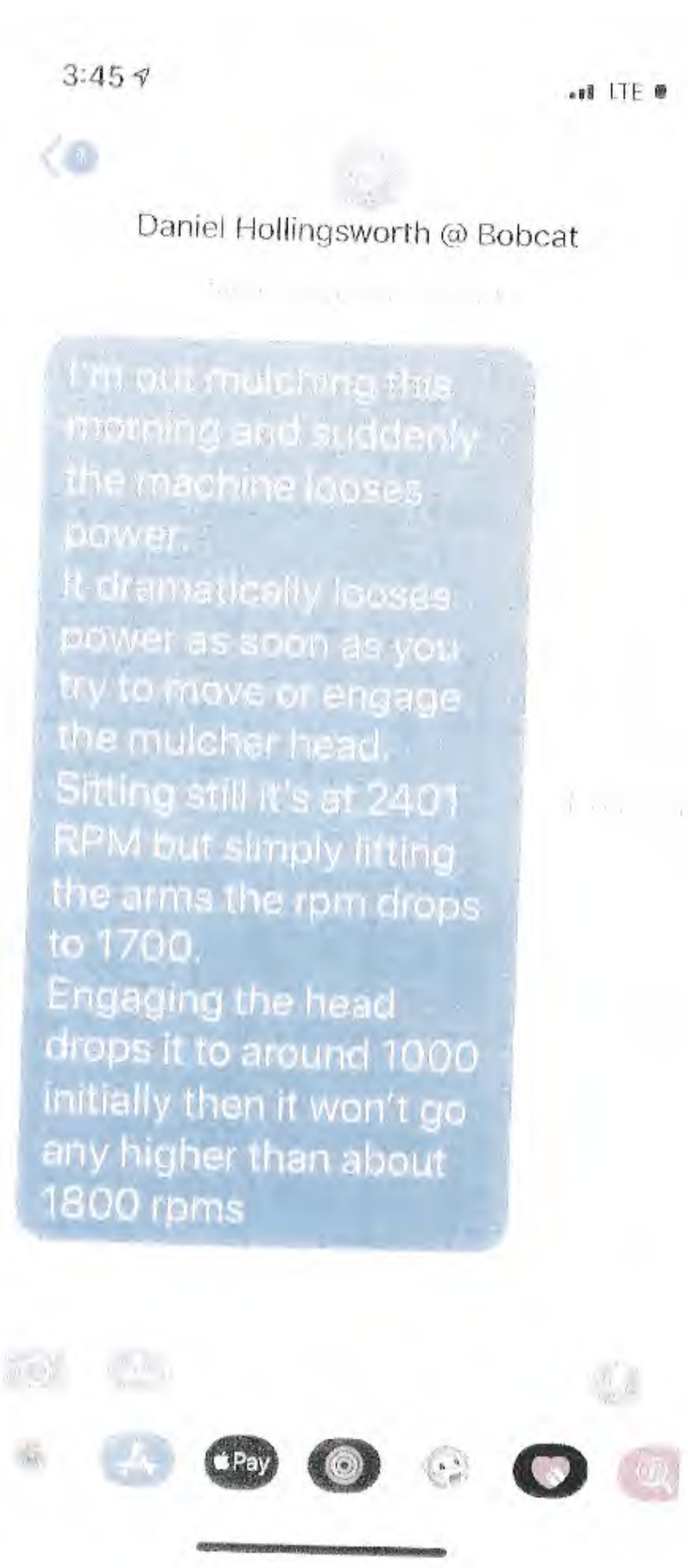
Ok



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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



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3:46 LTE

Daniel Hollingsworth @ Bobcat



I'll look into what causes that code

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

3:47 ◁ LTE

Daniel Hollingsworth @ Bobcat

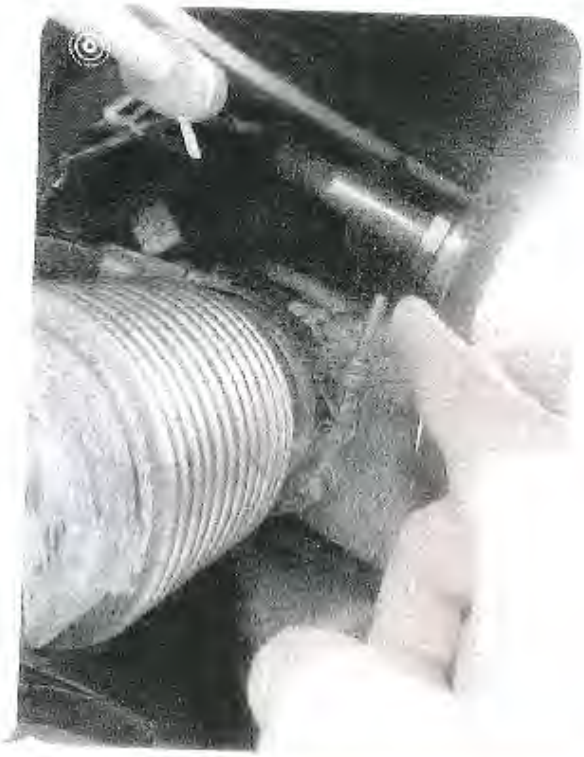


Make sure these are still screwed into the exhaust I've had a few fall out there should be 2 close to each other in

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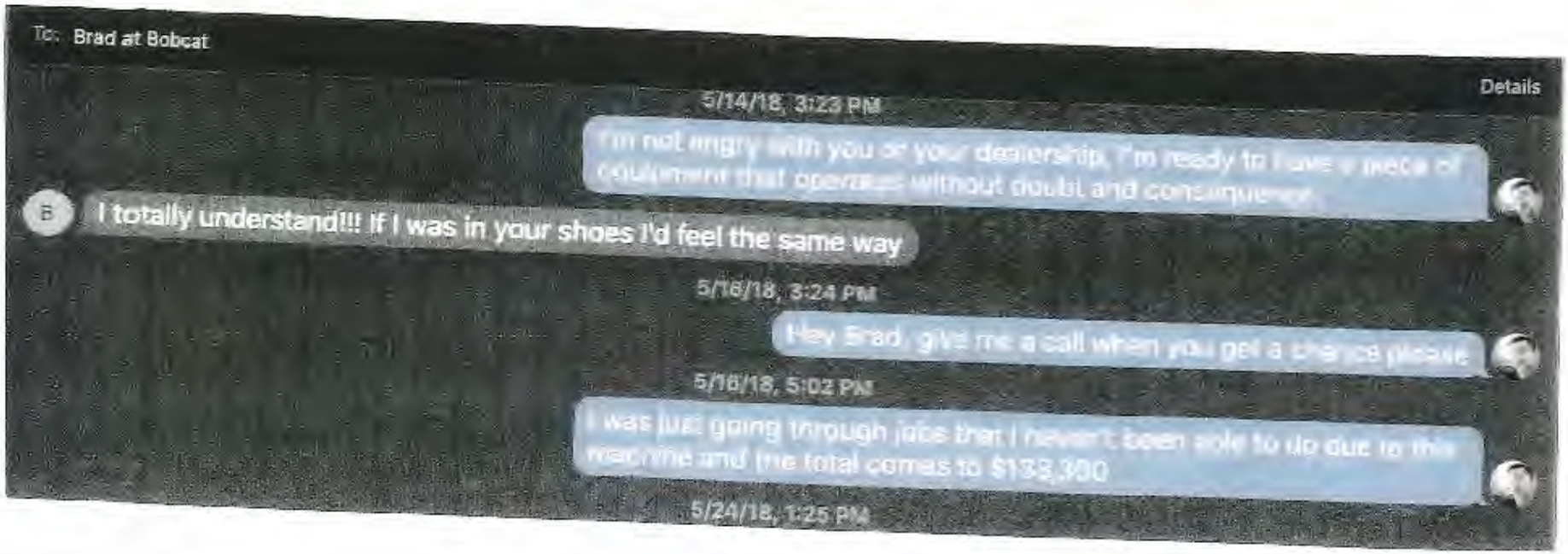
3:47 LTE

Daniel Hollingsworth @ Bobcat

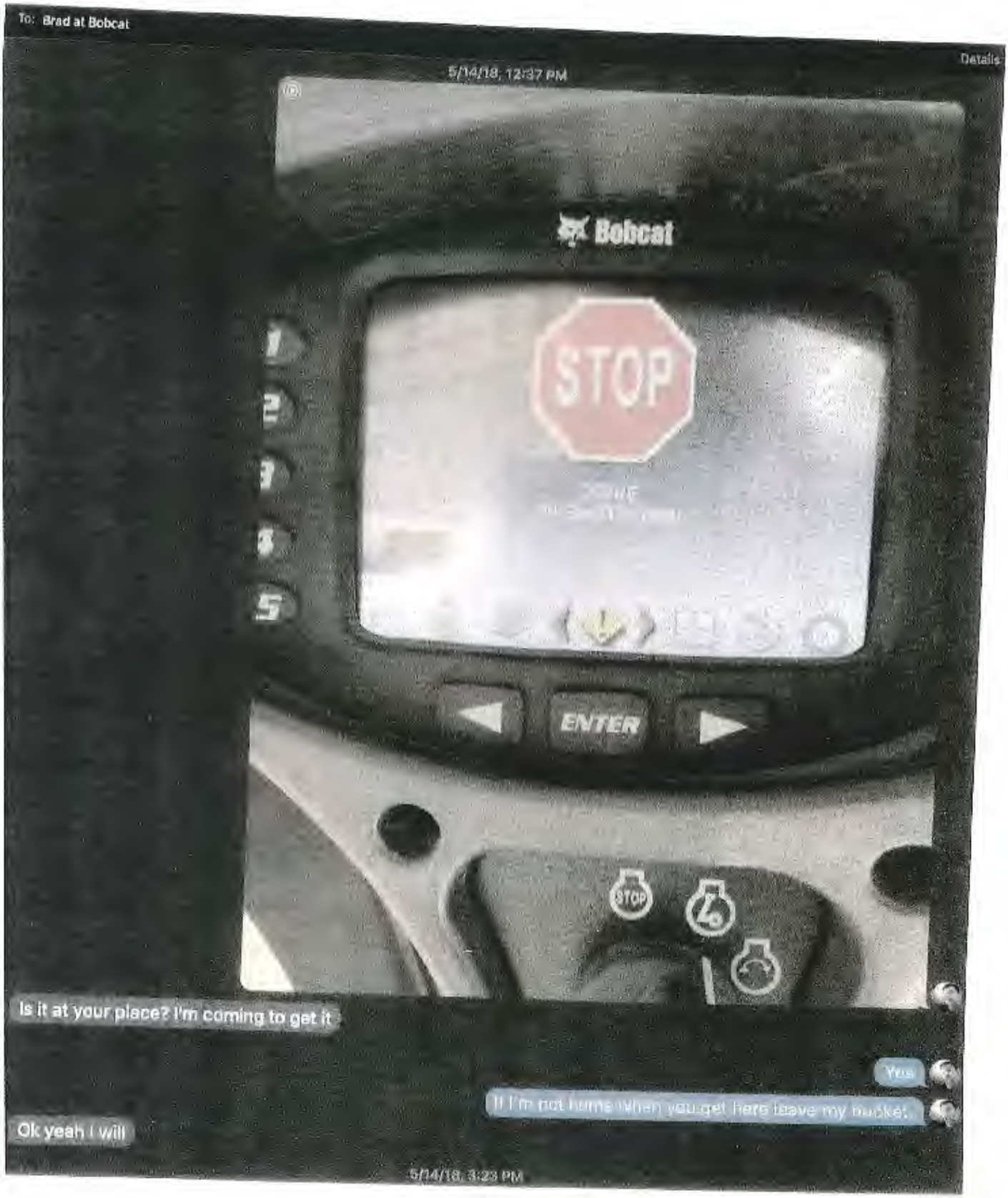


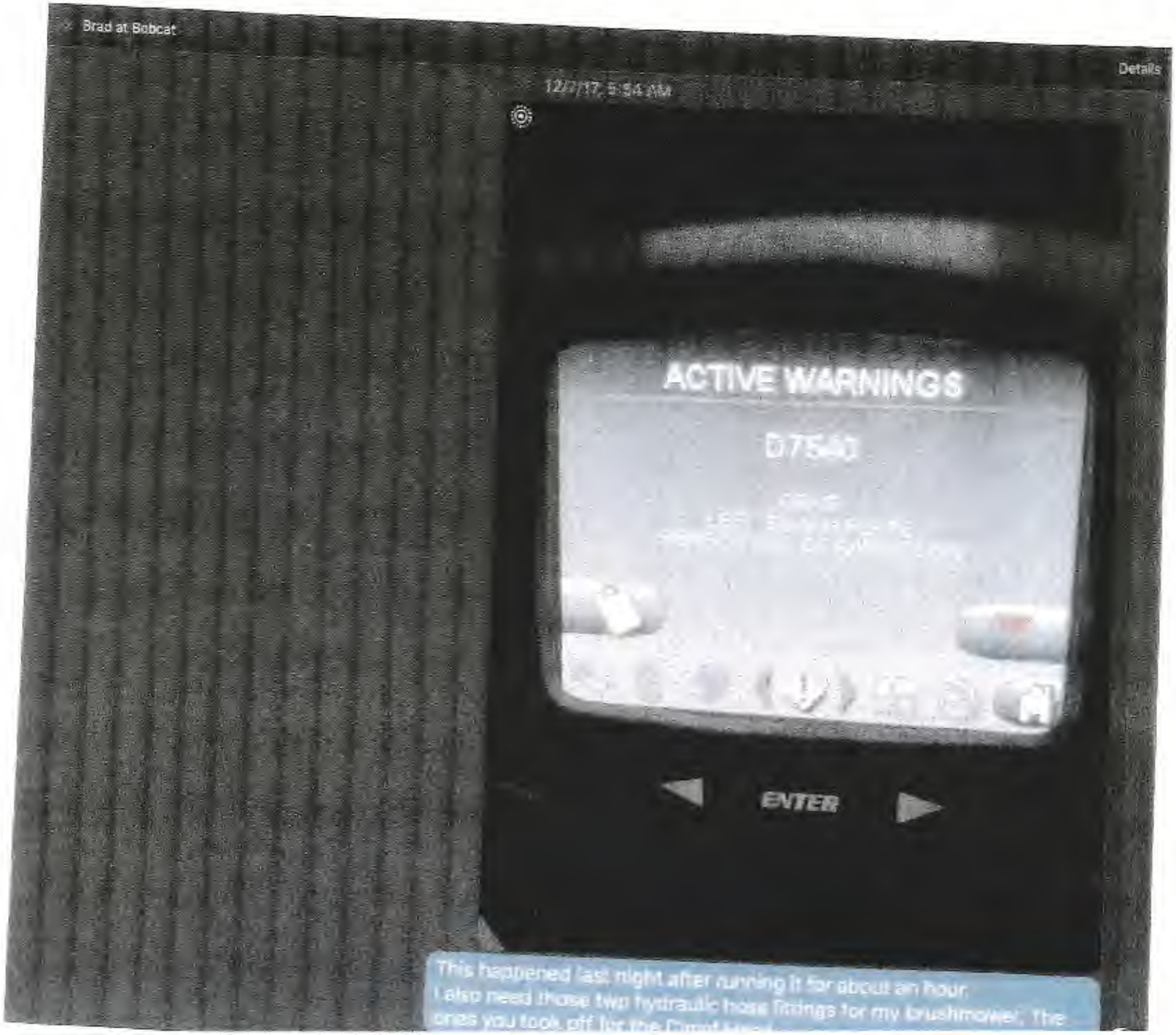
Ok,
Oddly we let it sit a few hours and it's ran fine the last hour.
This thing has a mind of its own.

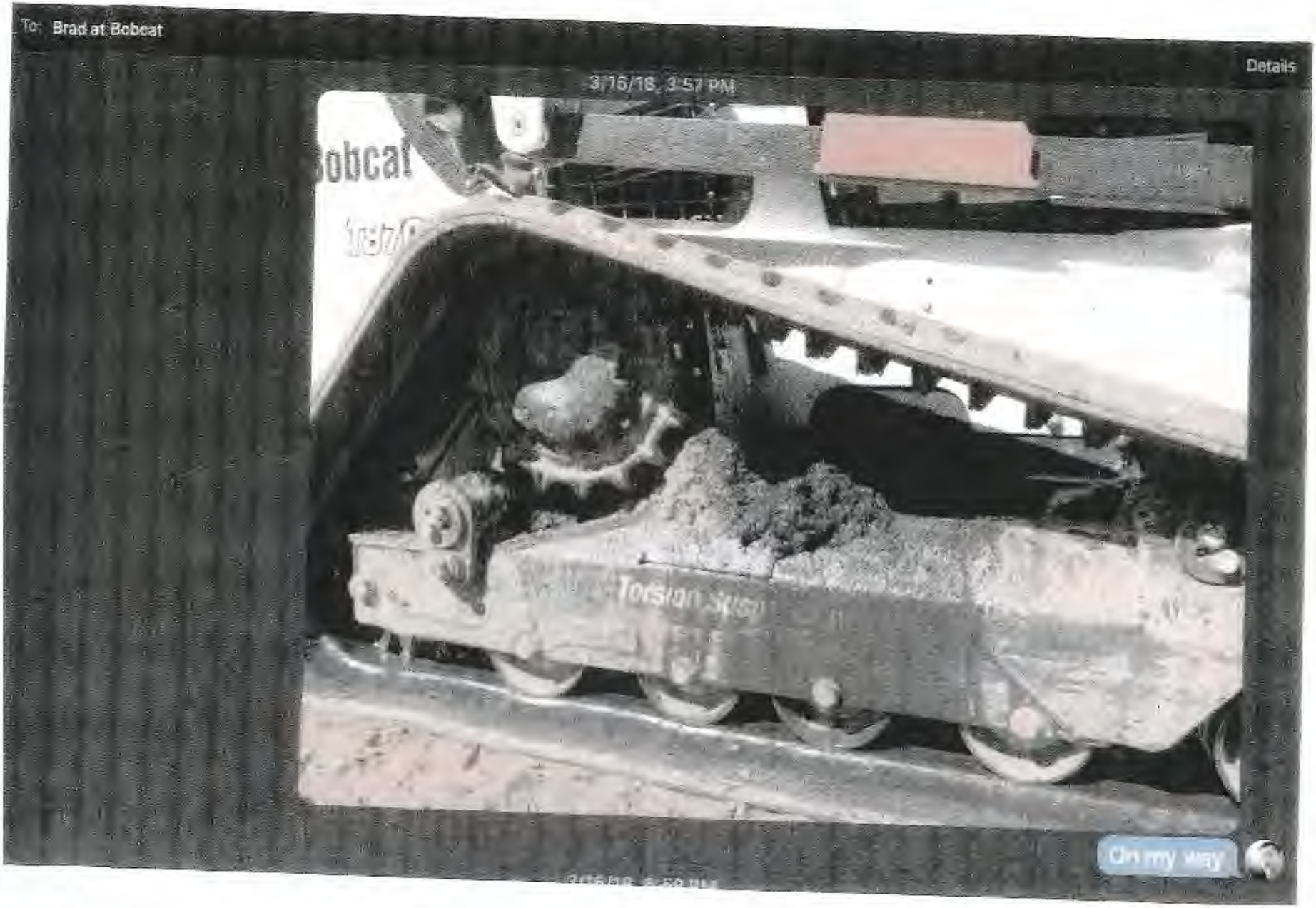
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To: Brad at Bobcat
Details
5/14/18, 3:23 PM
I totally understand!!! If I was in your shoes I'd feel the same way
5/16/18, 3:24 PM
5/16/18, 5:02 PM
5/24/18, 1:25 PM

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP230516

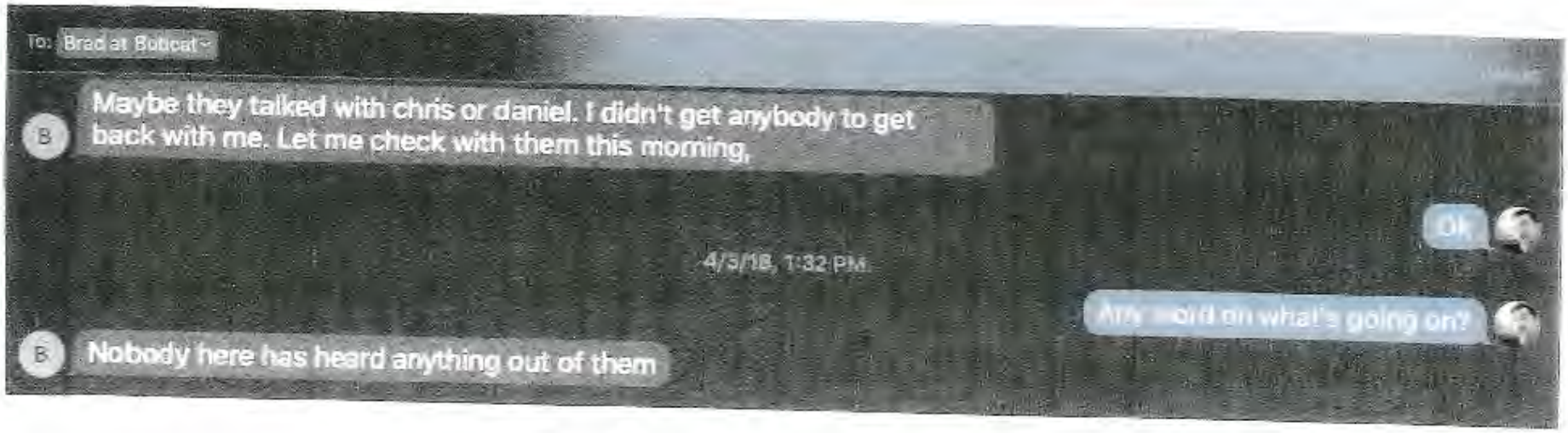



Brad at Bobcat
Details
ACTIVE WARNINGS
ENTER
This happened last night after running it for about an hour.
I also need those two hydraulic hose fittings for my brushmower. The


To: Brad at Bobcat
Details
3/16/16, 3:57 PM
Bobcat
Torsion
On my way

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To: Brad at Bobcat
Maybe they talked with chris or daniel. I didn't get anybody to get back with me. Let me check with them this morning,
Ok
4/3/18, 1:32 PM
Any word on what's going on?
Nobody here has heard anything out of them

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

FAX: 864 885 1600

Aug. 9, 2018

To: Brandon McAlister

From: Ron Ferrell

Proposal: 06183018

Attached signed approval for quote with a few comments. Hope the mulcher stays operational. Send more pic's as the work progresses.

Really appreciated all your hard work.

Ron Ferrell

(1)

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000400

Received 8 Aug 18 12:05PM

SIMLODON LLC

Quote **#02012018**

Description	Quantity	Unit Price	Cost
Forestry Mulching	1	$ 2,400	$ 2,400
Fallen trees and stump removal	1 loads	$ 2,500	$ 2,500
Gravel haul fee	18 loads	$ 250	$ 4,500
Gravel estimate per ton 2-3 inch Surge Stone based on 22 ton load.		$ 12.35 a ton	$ 4,890
Labor		$ 2,160	$ 2,160
Total			**$ 16,450**

Accept Quote Bon Ferrell Date 8/9/18

* Remove all trees marked including stumps.
Tops of trees to be mulched - remaining to be removed from property - Canopy tree limbs to 1/3 tree height

(2)

Aug 10 2018 12:25 Hp Faxjet Dealin Sinc 7702210374 Page 2

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Received Time Aug. 10 12:05PM

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Project Outline

- Forestry mulch underbrush to park like appearance.
- Remove fallen tree from lake.
- Remove all stumps cover holes with excess dirt and mulched material.
- Haul and dispose of stumps and trees.
- Haul gravel for driveway and turn around

RB

3

MCALISTER LAND CLEARING LLC. 864-888-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Jimmy Ratliff
Property: Old Porter Property
Prepared by: Brandon McAlister
June 28, 2018
Proposal Number : 062820 18

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- Forestry mulch underbrush around old home place and barns
- Forestry mulch approx 30 acres underbrush to property lines to thin pine stand
- Fill holes.
- Forestry mulch approx 6 miles of ATV trails
- Remove stumps.
- Haul and dispose of stumps.
- Haul gravel for driveway.

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Quote #006282018

Description	Quantity	Unit Price	Cost
Forestry Mulching	150 hours	$ 250	$ 37,500
Stump removal	10 loads	$ 250	$ 2,500
Gravel haul fee	6 loads	$ 250	$ 1,500
Labor	40 @ $250 hr	$ 250	$ 10,000
Total			**$ 51,500**

Accept Quote _____ Date 6/2/18

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MCALISTER LAND CLEARING LLC. 864-888-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Jerry Edwards
Property: Edwards Printing
Prepared by: Brandon McAlister
June 22, 2018
Proposal Number : 06222018

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

- Forestry mulch undergrush to property lines.
- Remove pine trees as needed from Island.
- Remove existing soil for and build 48 inch ramp for loading dock.
- Remove and haul approx 600 cubic yards of soil.
- Clear area on rear side of property for soil storage.
- Remove all stumps.
- Haul and dispose of stumps and trees.
- Haul gravel for driveway modification, island and new loading dock.
- Rent vibratory compactor to stabilize soil and gravel compaction for truck weight.

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Quote #02012018

Description	Quantity	Unit Price	Cost
Forestry Mulching	1	$ 2,400	$ 2,400
Tree, stump and dirt removal / moving	26 loads	$ 5,800	$ 5,800
Gravel haul fee	12 loads	$ 250	$ 2,500
Labor		$ 4,800	$ 4,800
Vibratory Compactor Rental		$ 1,770	$ 1,770
Total			**$ 17,270**

Accept Quote _____ Date_____

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MCALISTER LAND CLEARING LLC. 864-888-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Kathy Jones
Property: 105 Dace Dr, Pickens Sc
Prepared by: Brannon McAlister
April 16, 2018
Proposal Number : 04162018

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Project Outline

- Forestry mulch underbrush in front and rear yard.
- Correct drainage and issues
- Prep soil for grass
- Lay sod in front yard and hydroseed rear yard.

Quote #02012018

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Description	Quantity	Unit Price	Cost
Forestry Mulching	8 hours	$ 300	$ 2,400
Grading	8 hours	$ 250	$ 2,000
4 loads of top soil	4	$ 650	$ 2,600
Prep and Labor	36	$ 250	$ 9,000
Sod and Hydroseed	25,000 sqft	$ 14,000	$ 14,000
Total			**$ 30,000**

Accept Quote _____ Date 2/16/2018

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

MCALISTER LAND CLEARING LLC 864-982-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Jimmy Ratliff
Property: 15 acre adjacent to home
Prepared by: Brandon McAlister
February 21, 2018
Proposal Number : 022212018

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Project Outline

- Forestry mulch underbrush to property lines to thin pine stand.

Quote #02012018

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Description	Quantity	Unit Price	Cost
Forestry Mulching	80 hours	$ 250	$ 20,000
Total			**$ 20,000**

Accept Quote: _____ Date: 2/21/18

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

MCALISTER LAND CLEARING LLC. 864-888-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Greg Gooding
Property: Plumbing by Greg parking area
Prepared by: Brandon McAlister
February 19, 2018
Proposal Number : 02619201 8

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

- Forestry mulch underbrush to property lines.
- Remove pine trees and stumps near property line.
- Remove and haul approx 800 cubic yards of soil.
- Remove all stumps.
- Haul and dispose of stumps and trees.
- Haul gravel for driveway modification.
- Rent vibratory compactor to stabilize soil and gravel compaction for truck weight.
- Grade pad for dumpster

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Quote **#02012018**

Description	Quantity	Unit Price	Cost
Forestry Mulching	1	$ 2,400	$ 2,400
Tree, stump and dirt removal / moving	6 loads	$ 1,500	$ 1,500
Gravel haul fee	12 loads	$ 250	$ 3,000
Labor	@ $250 hr	$ 10,000	$ 10,000
Vibratory Compactor Rental		$ 1,770	$ 1,770
Total			**$ 18,670**

Accept Quote _____ Date _____

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516



SIMLODON

LAND RECLAMATION AND DEVELOPMENT

Project Proposal

Prepared for: Lake Keowee Ford

Prepared by: Brandon McAlister / Simlodon LLC

Wednesday, January 24, 2018

Proposal number: 01272018-4

CEC's Response in Opposition to Plaintiff's Multiple Motions to Reconsider_000418

Create parking area for 40-50 vehicles on approx. 0.332 acres at the corner of Seneca Dr and Professional Park Dr.

Obtain as much usable area as possible.

Use forestry mulcher to neutralize undergrowth. Light grading to maximize usable space. Use existing rock and rubble on premises to construct retaining wall separating area previously cleared into a dust level parking lot. Direct water flow to existing ditch located on back of property.

Clean property of existing under growth and small trees by means of mulching and stump grinding.
Cut and dispose of all trees located on the property and upper existing parking area.
Grade land from Seneca Dr down to Professional Park Dr to obtain proper drainage to existing drainage ditches.
Haul away any debris and dispose.
Use existing rock and concrete debris on property to construct a retaining wall from existing upper parking area.
Spray Herbicide on mulched grounds, reapply as needed for 6 months to treat any regrowth.

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COST

Description	Hours	Unit Price	Cost
Clearing with forestry mulcher	8	$ 285	$ 2,280
Cutting pine, oaks, disposal and stump grinding	14	$ 335	$ 4,690
Grading and rock placement for retaining wall	8	$ 250	$ 2,000
Fill dirt	6	$ 250	$ 1,500
Gravel	21	$ 380	$ 8,500
Total			**$ 18,970**

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ELECTRONICALLY FILED - 2019 Oct 18 10:21 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
Plaintiff,	)	
vs.	)	**NOTICE OF PLAINTIFF'S NONCOMPLIANCE WITH THE COURT'S 10/1/19 ORDER AND REQUEST FOR DISMISSAL**
Bobcat of Greenville, LLC and Bobcat Company, Inc.,	)	
Defendants.	)	

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") respectfully submits this Notice of Plaintiff's Noncompliance with the Court's October 1, 2019 Order.

The October 1, 2019 Order[1] stated that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests with (10) days. In an email to the Court, Plaintiff's counsel consented to the language of the Order before it was filed. *See* **Exhibit A** attached hereto. Nevertheless, Plaintiff completely failed to comply with the Order.

One day after the Order was entered, the undersigned counsel received by FedEx a packet of documents containing only photocopies of the same documents previously produced on April 2, 2019 in response to co-defendant Bobcat of Greenville, LLC's discovery requests, even

[1] The background leading to the October 1, 2019 Order was set forth in CEC's August 15, 2019 Motion for Sanctions and to Compel Discovery Responses and in the October 1, 2019 Order itself.

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

including the original certificate of service on co-defendant's counsel from April 2, 2019. No other documents or information have been produced.

As of the date of this Notice, fifteen days have passed since Plaintiff's counsel received the October 1, 2019 Order. **Plaintiff has not produced a single document** in response to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order.

Plaintiff has not complied with the express terms of the Court's October 1, 2019 Order. Therefore, CEC respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that CEC be awarded its fees and costs incurred in pursuing this dismissal.

NELSON MULLINS RILEY & SCARBOROUGH L.L.P.

By: s/Jay T. Thompson
Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

October 18, 2019

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, October 1, 2019 2:25 PM
To: Jay Thompson
Cc: Denise West; Doc Morgan; emillerlc@sccourts.org; emillersc@sccourts.org; robert.mebane@mgclaw.com
Subject: Re: Proposed Order - Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - C/A No. 2018-CP-23-04516

The proposal is fine with me.

Delane

On Tue, Oct 1, 2019 at 12:20 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Judge Miller,
>
> Please find attached a proposed order as requested in this morning's hearing. A copy has been provided to Plaintiff's counsel, and counsel for all parties are copied on this email.
>
> Thank you,
>
> Jay Thompson
>
> Counsel for Clark Equipment Company d/b/a Bobcat Company

NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9300 F 803.255.5187

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--

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ELECTRONICALLY FILED - 2019 Oct 03 2:14 PM - GREENVILLE COUNTY COMMON PLEAS - CASE# 2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	))))))))))	Civil Action No. 2018-CP-23-04516 **ORDER DISMISSING PLAINTIFF'S COMPLAINT WITH PREJUDICE**

This matter came before the Court upon receipt of the Notice of Plaintiff's Noncompliance with this Court's October 1, 2019 Order, filed by Defendant Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC").

CEC's counsel filed a Motion for Sanctions and to Compel Discovery Responses on August 15, 2019, asserting that CEC had received no response from Plaintiff to its May 16, 2019 deficiency letter pertaining to its first set of discovery requests to Plaintiff (which also were the subject of an earlier motion to compel discovery responses) or to its May 16, 2019 second set of discovery requests.

The Motion for Sanctions and to Compel Discovery Responses came before this Court for hearing on October 1, 2019. Plaintiff's counsel failed to appear for the hearing. The Court issued an order on October 1, 2019,[1] stating that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding requests set forth in

[1] The background leading to the October 1, 2019 Order was set forth more fully in CEC's August 15, 2019 Motion for Sanctions and to Compel Discovery Responses and in the October 1, 2019 Order itself.

CEC's May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests within ten (10) days. In an email to the Court, Plaintiff's counsel consented to the language of the Order before it was filed.

On October 18, 2019, CEC's counsel filed a Notice of Noncompliance with the October 1, 2019 Order, asserting that Plaintiff had not produced a single document in response to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order.

The Court finds that Plaintiff has been given ample notice of the discovery deficiencies but has failed to respond thereto. The Court also finds that Plaintiff has not complied with the terms of the October 1, 2019 Order.

THEREFORE, Plaintiff's Complaint is dismissed with prejudice as to all defendants.

IT IS SO ORDERED.

_____
The Honorable Edward W. Miller
Presiding Judge

Greenville, South Carolina

October ____, 2019

ELECTRONICALLY FILED - 2019 Oct 23 2:14 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2304516

ELECTRONICALLY FILED - 2019 Oct 25 2:54 PM - GREENVILLE - COMMON PLEAS - CASE# 2018CP2304516

Greenville Common Pleas

Case Caption:	Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al
Case Number:	2018CP2304516
Type:	Order/Other

So Ordered

s/ Edward W. Miller

ELECTRONICALLY FILED - 2019 Nov 01 1:01 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT C. A. No. 2018-CP-23-04516 **MOTION TO RECONSIDER, AMEND, OR ALTER JUDGMENT**

YOU WILL PLEASE TAKE NOTICE THAT the plaintiff, Ironwork Productions, LLC ("plaintiff"), by and through its undersigned attorneys, will move at a date and time to be set by the court for an order relieving the plaintiff from, or reconsidering, altering, amending, or vacating, its order entered on October 25, 2019 pursuant to Rules 59 and 60 of the *South Carolina Rules of Civil Procedure*. This motion is based on the following grounds:

1. Ironwork Productions, LLC is a company organized under the laws of the State of South Carolina and filed the instant lawsuit for breach of express and implied warranties against Defendants Bobcat of Greenville, LLC and Bobcat Company, Inc. ("Defendants") in 2018.

2. On October 25, 2019, the Court entered an Order Dismissing Plaintiff's Complaint with Prejudice due to its failure to respond to certain discovery requests from defendant Bobcat Company, Inc.

3. As shown by the affidavit of Brandon McAlister, president of the plaintiff, the plaintiff's failure to timely respond to discovery was not due to any fault of the plaintiff. Upon learning that his previous counsel failed to respond to discovery requests and of the court's order, the plaintiff has quickly moved to seek relief from the court's order and, if permitted to proceed

with its case, will promptly and diligently comply with the court's order compelling discovery responses. A copy of Mr. McAlister's affidavit is attached as **Exhibit A.**

This motion is based on the pleadings and other filings in this matter, on the common and statutory law of the State of South Carolina, and upon any forthcoming memorandum in support of this motion.

s/Adam C. Bach
Adam C. Bach, S.C. Bar # 74885
J. Patrick Bradley, S.C. Bar # 103608
ELLER TONNSEN BACH, LLC
1306 S. Church Street
Greenville, SC 29605
P: (864) 236-5013
F: (864) 312-4191
abach@etblawfirm.com
pbradley@etblawfirm.com

Attorneys for Plaintiff Ironwork Productions, LLC

November 1, 2019

Greenville, South Carolina

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Exhibit A

ELECTRONICALLY FILED - 2019 Nov 04 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT C. A. No. 2018-CP-23-04516 **AFFIDAVIT OF BRANDON MCALISTER**

PERSONALLY APPEARED BEFORE ME, BRANDON MCALISTER, who being duly sworn, swears and states as follows:

1. I am over the age of 18 and have personal knowledge of the facts stated in this affidavit.

2. My date of birth is June 28, 1971, and I reside at 920 Singleton Road, Seneca, S.C. 29672.

3. I am the President of Ironwork Productions, LLC, a party to this lawsuit.

4. In 2018, I retained attorney T. Delane Rosemond, Esquire to file this lawsuit, paying him a $5,000.00 retainer fee.

5. After paying Mr. Rosemond the retainer fee, I attempted on several occasions to communicate with him, and seek communication from him regarding the status of the litigation.

6. Eventually, Mr. Rosemond forwarded me, via email, Defendants' discovery requests and asked me to supply responsive information.

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7. I delivered Mr. Rosemond my answers to each interrogatory as well as provided Mr. Rosemond various documents responsive for each request for production from Defendants.

8. Mr. Rosemond never informed me that he did not respond to the Defendants' discovery requests, that Defendants sent a deficiency letter, that Defendants filed a Motion to Compel the discovery responses, that the court held a hearing on the matter on October 1, 2019, nor that the court issued an order requiring a response within ten (10) days of the hearing.

9. While all of this was going on without my knowledge, I became frustrated with the lack of communication from Mr. Rosemond about my case in general, so I contacted the Eller Tonnsen Bach law firm, located at 1306 South Church Street, Greenville, SC 29605, on Thursday October 31, 2019 by telephone to seek representation in the above-captioned matter.

10. Upon contacting Eller Tonnsen Bach to seek representation, I was notified by office staff that the public index showed that the court had issued an order dismissing the complaint with prejudice on October 25, 2019.

11. I was unaware of the order and all of the underlying events referenced in the order.

12. Upon learning about the court's October 25, 2019 order, I immediately retained the Eller Tonnsen Bach law firm in this matter. I drove from Seneca, South Carolina to downtown Greenville, South Carolina the same day to meet with attorneys at the firm, paid a retainer fee, signed an engagement letter, and agreed that a motion for reconsideration be filed on my behalf regarding the court's dismissal of the complaint with prejudice.

13. I acknowledge that I am making this affidavit under oath and under penalty of perjury.

FURTHER THE AFFIANT SAYETH NOT.

Brandon McAlister

SWORN to before me this
31st day of October, 2019

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 11-8-2021



ELECTRONICALLY FILED - 2019 Nov 04 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516
ELECTRONICALLY FILED - 2021 Nov 11 10:02 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

ELECTRONICALLY FILED - 2019 Nov 05 04:47 PM - GREENVILLE COUNTY - CASE NO. 2018-CP-23-4516

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	CASE NO.: 2018-CP-23-4516
	)	
Ironwork Productions, LLC,	)	
	)	
Plaintiff,	)	
	)	**PLAINTIFF'S**
vs.	)	**MOTION FOR RECONSIDERATION**
	)	
Bobcat of Greenville, LLC and Bobcat Company, Inc.	)	
	)	
Defendants.	)	

TO: The Honorable Edward W. Miller and Defendants, Bobcat of Greenville, LLC and Bobcat Company, Inc., through their attorneys, Jay Thompson and Doc Morgan, respectively:

PLEASE TAKE NOTICE that Plaintiff Ironwork Productions, by and through its undersigned attorney, pursuant to Rule 59(e) and Rule 60 of the South Carolina Rules of Civil Procedure, will move before the Honorable Edward W. Miller, as soon as counsel may be heard, for an Order reconsidering and/or vacating the Court's Order Dismissing Plaintiff's Complaint with Prejudice entered October 25, 2019. The Plaintiff received the Order on October 31, 2019.

BACKGROUND

On October 1, 2019, a Motion for Sanctions and to Compel Discovery was held before Judge Edward W. Miller in the above reference matter. The court issued an order on October 1, 2019, stating "that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding request set forth in Defendant Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests within ten (10) days.

ELECTRONICALLY FILED - 2019 Nov 25 4:47 PM - GREENVILLE COMMON PLEAS - CASE#2019CP2304516

The Order did not say anything regarding dismissal *with prejudice.*

Plaintiff was unable to appear because he had a South Carolina Department merits hearing scheduled at 10:30 am in Oconee County.[1] Rule 601 of the South Carolina Appellate Court Rules of states "in the event an attorney of record is called to appear simultaneously in actions pending in two or more tribunals of this State, the following list shall establish the priority of his obligations to those tribunals: … (4) The Family Court - merits hearing involving child abuse . . . (8) The Circuit Court – Common Pleas, NonJury Term.

On October 18, 2019 CEC's counsel filed a Notice of Noncompliance indicating the Plaintiff had failed to "produce a single document in response to" CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order. The Court issued this Order dismissing said case *with prejudice* as to all defendants[2] on October 25, 2019. This Motion for reconsideration followed:

ARGUMENT

I. THE PLAINTIFF COMPLIED WITH COURT'S ORDER TO COMPEL

On October 1, 2019, Plaintiff sent Answers to CEC's First Set of Interrogatories and Request for Production in the United States Mail, accompanied by a Certificate of

[1] Initially, Plaintiff was under the impression that both hearing was in Oconee County and he could appear at both hearings. The Plaintiff resides in Oconee County, as does many of the witnesses and counsel. The day before Plaintiff received a call from opposing Counsel, Jay Thompson, and Plaintiff told counsel that he would see him in the morning at the hearing. However, the morning of the hearing Plaintiff realized that the belief was in error and he had to appear in Oconee, not Greenville. This is the reason Plaintiff counsel did not notify the court of the conflict in cases.

[2] Only CEC sought the motion to compel, not the other Defendant and the case should still be open as to that Defendant.

Service. In fact, Plaintiff copied the codefendant on its responses simultaneously. Plaintiff believed he had complied with the said Order. Plaintiff heard nothing from either defendant that it considered the responses deficient until October 18, 2019.

The Court was privy to the exchange of email between the parties on that day whereby Plaintiff objected to the Court issuing its Order. The parties even exchanged emails that day, attached with what each sent and/or received. The Plaintiff sent to the CEC an email, with an attachment that contained answers thereto of 55 pages. CEC has everything that the Plaintiff has in its possession.

II. DISMISING THIS CASE WITH PREJUDICE IS TOO HARSH OF A PUNSIHMENT

A dismissal with prejudice acts as an adjudication on the merits and therefore precludes subsequent litigation just as if the action had been tried to final adjudication. *Jones v. City of Folly Beach*, 326 S.C. 360, 366, 483, S.E.2d 770, 773 (Ct. App. 1997). In a subsequent action involving the same subject matter, the dismissal finally settles all matters litigated in the earlier proceedings, and all matters which might have been litigated therein. *Nunnery v. Brantley Constr. Co.*, 289 S.C. 205, 209, 345 S.E.2d 740, 743, (Ct. App. 1986). *See Laughon v. O'Bratis*, 360 S.C. 520, 527, 602 S.E.2d 108, 111 (Ct. App. 2004.) *See McComas v. Ross*, 368, S.C. 59, 62, 626 S.E.2d 902, 904 (Ct. App. 2006) ("The Plaintiff has the burden of prosecuting her action, and the circuit court may properly dismiss an action for plaintiff's unreasonable neglect in proceeding with her cause").

The statute of limitations began running no earlier than the date of purchase, which was November 30, 2017. The Plaintiff would have until November 30, 2020 to file an action against the Defendants. The Court foreclosed on the Plaintiff opportunity to hire

other counsel to prosecute this action. In this situation, it is unfair to the Plaintiff to terminate this case when they have time left on the statute, has provided the documents to their counsel in response to discovery, and in its opinion has done nothing wrong in this matter. The Court should have not dismissed this case with prejudice because of the harshness of that ruling, especially given the fact there is in excess of a year left of the statute of limitation and the unfairness to the Plaintiff.

Although Rule 37 (b)(2)(C) of the South Carolina Rules of Civil Procedure says ("If a party . . . fails to obey an order to provide or permit discovery, . . . the court in which the action is pending may make such orders in regard to the failure as are just," including "an order . . . dismissing he action or proceeding or any part thereof."): *Karppi v. Greenville Terrazo Co.*, 327, S.C. 538, 543, 489 S.E.2d 679, 682 (Ct. App. 1997).

The Plaintiff is not disputing the Courts power to dismiss such an action, but to do so in a manner which precludes any further action by the plaintiff, is seemingly unjust and is not equitable. It places a prophylactic shield around the defendants in a time when they can still be sued. Finally, there are other avenues available which would allow for said case to continue or be refiled.

III. A PARTY MAY BE RELIEVED DUE TO MISTAKE, INADVERTENCE, SURPRISE OR EXCUSABLE NEGLECT

Under Rule 60(b)(1), SCRCP, a party may be relieved from a final order for "mistake, inadvertence, surprise, or excusable neglect. In determining whether to grant a motion under Rule 60(b), the trial judge should consider: (1) the promptness with which relief sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party. *New Hampshire Ins. Co. v. Bev Corp.*,

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312 S. C. 47, 50, 435 S.E.2d 377, 379 (Ct. App. 1993) (quoting Harry M. Lightsey & James F. Flanagan, South Carolina Civil Procedure 82 (1985)). . Plaintiff should be relieved because of mistake, inadvertence or excusable neglect.

Applying the factors to the facts at hand demonstrates that the Order of dismissal should be set aside and the Plaintiff should be allowed to proceed on the merits or vacate the with prejudice and let the Plaintiff move forward with new counsel and a new action because the statute of limitation has not run. As an initial matter, it's important to note the Plaintiff sent out the discovery answers on October 1, 2019, which was the same day the motion and hearing took place, as well as the Order issued. Plaintiff did not waste anytime trying to comply with the Order, which is indicative of being cooperative and responsive

To be forthright, Plaintiff staff apparently sent out old answers to interrogatories because Counsel can see where someone struck through the date on the prepared Interrogatories. The staff must have got confused as to which Answers to send out. On that day, counsel was in a merit hearing in Oconee when the staff gathered the material and sent it out. Further, these old answers, which were sent out was inadvertent. They were not supposed to be sent out and in the staff haste to comply, inadvertently sent out the wrong answers. Finally, Plaintiff asks the Court to consider this as excusable neglect for the very same reasons as mentioned above. However, Counsel ask the Court to not punish the Plaintiff for this ill-advised action.

Promptness with Relief Sought: Once the Plaintiff became aware of the Order by the Court on October 1, 2019, Plaintiff sent the information to CES. He didn't waste any time. He instructed his staff to send that information immediately. As with this motion for reconsideration, once he became aware, through the Plaintiff who was visibly upset, he began immediately drafting this motion for reconsideration. Plaintiff did not willfully

ignore the Court's Order from October 1, 2019 nor did he willfully ignore the Order of Dismissal.

Reasons for the failure to act promptly: Plaintiff acted promptly upon notice October 1, 2019 Order to Compel. CES indicated Plaintiff did not provide one single document in response to their discovery, which is simply untrue. Plaintiff produced documents that CES did not have in their possession. In fact, when Plaintiff brought in additional documents this summer, Counsel, as well as his intern copied, separated and prepared to send out new documentation to CES. Those documents were sent to CES. This is a document intensive case for the Plaintiff and the Plaintiff is asking the court to vacate the Order or withdraw the "with prejudice" from the Order and allow the Plaintiff a chance to respond within ten days. The Defendant will not be hurt or prejudice by this action.

Prejudice to Either Party: Plaintiff filed this million-dollar complaint. In his answers to interrogatories, he averred that he believed his damages to be in excess of One Million Dollars. Neither defendant would be in any worse shape than they are today by granting the motion for reconsideration.

Here, the prejudice is the Plaintiff is still within his window to prosecute his case because the statute of limitations does not run until at the earliest November 30, 2020. The court has closed his avenues to proceed by dismissing the case with prejudice.

Dismissal of a case "without prejudice" means a plaintiff may reassert his compliant by curing defects that led to the dismissal. In contrast, dismissal of a complaint "with prejudice" is intended to bar relitigation of the same claim. *Collins v. Sigmon*, 299 S.C. 464, 467, 385, S.E.2d 835, 837 (1989). The Court should allow the Plaintiff to seek new counsel, file a new lawsuit, or allow him to continue in this lawsuit.

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CONCLUSION

Based on the foregoing reasons, Plaintiff respectfully request that the Court grant its Motion for Reconsideration and set aside its Order filed October 25, 2019 and declare said Order, to be null and void or withdraw the "with prejudice" from said Order.

Respectfully Submitted,

THE ROSEMOND LAW FIRM, P.A.

By: __s/E. Delane Rosemond_____

E. Delane Rosemond
P.O. Box 1498
11018 N. Radio Station Rd
Seneca, SC 29679
864-888-2832

Attorney for the Plaintiff

Seneca, South Carolina

October 31, 2019

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
Ironwork Productions, LLC,	)	
	)	TRANSCRIPT OF RECORD
Plaintiff,	)	2018-CP-23-04516
-vs-	)	
	)	
Bobcat of Greenville, LLC and Bobcat Company,	)	
	)	October 1, 2019
Defendants.	)	Greenville, South Carolina

B E F O R E:

HONORABLE EDWARD W. MILLER, JUDGE

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

JAY T. THOMPSON, ESQUIRE
Attorney for the Defendant

Margaret A. Woods
Circuit Court Reporter

THE COURT: Ironworks?

MR. THOMPSON: Yes, Your Honor, good mornin'.

THE COURT: How you doin', ---

MR. THOMPSON: Uh, ---

THE COURT: --- Jay?

MR. THOMPSON: --- I'm Jay Thompson for the defendant Clark Equipment Company which is incorrectly named in the pleadings, Bobcat Company, Inc., there is no Bobcat Company, Inc., it's just a misnomer. This ---

THE COURT: No, ---

MR. THOMPSON: --- is my motion.

THE COURT: What, and what's your motion?

MR. THOMPSON: Uh, this is a discovery motion, Your Honor, we have, uh, captioned it intentionally, I think it needs explanation as a motion for sanctions first and the motion to compel discovery second. Uh, my apologies, I I've been in touch ---

THE COURT: Don't know ---

MR. THOMPSON: --- with ---

THE COURT: --- where he is?

MR. THOMPSON: --- opposing counsel as recently as yesterday, uh, about today's hearing, I have not communicated with him today, I do not know, Your Honor.

THE COURT: It's Delane Rosemond, Ginger, you got ---

THE CLERK: No, sir.

MR. THOMPSON: We did email about it yesterday.

THE COURT: Well, what i -- just give me a real brief synopsis a what it is you're lookin' for.

MR. THOMPSON: Sure, uh, and if Your Honor would like I'll flush it out as much or as little as you like but very briefly, um, case has been pending for thirteen months and it's been a discovery fiasco throughout, every time we've served discovery we get nothing, that's what I'm here about again today. We served written discovery request in mid-May as well as a deficiency letter about the prior set of discovery requests that also had a motion to compel sent at the same time, that was four and a half months ago and I've got nothing, no responses, no objections, um, I do have a couple of emails here and they're saying they're going out today but I've got nothing, obviously absolutely nothing, I can't take depositions because I've got nothing. The the case is on a status conference roster in three and a half weeks, I can't do anything in this case with I'm getting nothing ---

THE COURT: Okay.

MR. THOMPSON: --- and I can flush that out as much as Your Honor would like.

THE COURT: Alright, uh, and what sanctions you askin' for, dismissal?

MR. THOMPSON: Yes, Your Honor.

THE COURT: What else, I mean, I -- tell me, uh, ---

MR. THOMPSON: Your Honor, at a minimum I think we're entitled to fees and costs for having to pursue this, uh, our motion asks for dismissal of the lawsuit, if the Court doesn't wanna go that far then I believe we should be entitled that the plaintiff is barred from offering any evidence or examining any witnesses at trial about any a things that they have not provided discovery responses ---

THE COURT: What do they, ---

MR. THOMPSON: --- on.

THE COURT: --- puts the claim in the lawsuit, what do they ---

MR. THOMPSON: So, uh, my my company is the owner of Bobcat Construction Equipment so your skid steers and that sorta thing, that that's what we make, um, it's basically a business interruption claim, the plaintiff bought a compact track loader from us, claims that he had repeat problems with it, you know, of course we dispute all of that, uh, and he's claiming lost profits, et cetera for his alleged inability to use the track loader in his business.

THE COURT: What happened with the prior ---

MR. THOMPSON: The prior motion to compel?

THE COURT: Yeah.

MR. THOMPSON: We, uh, ---

THE COURT: I don't see it in here.

MR. THOMPSON: Well, it did not go to hearing. At 9:55

p.m. on the night before the hearing was scheduled I received responses by email and so we agreed based on receiving that that we didn't need to have the hearing, ---

THE COURT: Okay.

MR. THOMPSON: --- uh, we then, you know, within a few days reviewed the responses and said, What in the world, this is not even close to what we asked for so we ended up having to send that deficiency letter a few weeks later ---

THE COURT: Okay.

MR. THOMPSON: --- and now that's rolled back into this motion again.

THE COURT: Alright, well for the record I'll note that the hearing was set at 10:30, it's now 10:40, there's no representative from the defendant -- from the plaintiff here, uh, so I'm gonna grant your motion to compel and, uh, it's not, discovery's not fully complied with within, uh, ten days of the date a the Order we'll just, we'll dismiss the answer, okay.

MR. THOMPSON: The the answer ---

THE COURT: I mean the plai -- I mean the complaint.

MR. THOMPSON: Thank you, Your Honor.

THE COURT: Alright.

MR. THOMPSON: Uh, within ten days of ---

THE COURT: Of receipt, of his receipt of the Order so prepare a quick Order or prepare an Order, submit it and, uh,

send it to him and, uh, before I see it but then send it to me and we'll -- okay?

MR. THOMPSON: Thank ---

THE COURT: Alright, ---

MR. THOMPSON: --- you, Your Honor.

THE COURT: --- sounds good.

CERTIFICATE OF REPORTER

I, Margaret A. Woods, Court Reporter in and for the State of South Carolina at Large, hereby certify that I reported the preceding case on October 1, 2019 at the time and place heretofore set forth; and that the foregoing pages numbered from 2 through 6, inclusive, constitute a true and accurate transcription of my stenographic notes of the said proceeding.

I further certify that I am neither attorney nor counsel for, nor related to or employed by any of the parties connected to the action, nor am I financially interested in the action.

January 25, 2022



_____

Margaret A. Woods, Court Reporter
in and for the State of South Carolina at Large.

State of South Carolina) Court of Common Pleas
County of Greenville) 13th Judicial Circuit

Ironwork Productions, LLC,) Transcript of Record
)
Plaintiff,) 2018-CP-23-04516
)
vs.)
)
Bobcat of Greenville, LLC,)
and Bobcat Company, Inc.,)
)
Defendants.)

November 16, 2021
Greenville, South Carolina

B E F O R E:

The Honorable Edward W. Miller, Judge

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

Adam C. Bach, Esquire
On behalf of Ironwork Productions, LLC

Robert L. Mebane, Jr., Esquire
On behalf of Bobcat of Greenville, LLC

Jay T. Thompson, Esquire
On behalf of Clark Equipment Company,
d/b/a Bobcat Company

Reported by: Stacy S. Johnson, RPR
Circuit Court Reporter

I N D E X

PAGE

Certificate of Reporter 15

E X H I B T S

NO EXHIBITS WERE INTRODUCED

(The following proceedings were held November 16, 2021, beginning at 1:12 PM.)

BAILIFF: All rise. Court's now in session. The Honorable Judge Edward W. Miller presiding.

THE COURT: Thanks. Please be seated.

Is everybody here?

MR. BACH: We're missing Mr. Rosemond, but other than -- other than him, yes, sir.

THE COURT: Is he essential to the --

MR. BACH: Your Honor, he -- he filed a motion to reconsider. I mean, he's still technically counsel of record for the plaintiff. You know, we're co-counsel. I have a motion and he has a motion, so.

I assumed he'd be here, but obviously it's 1:15 and he's not. I guess if you refamiliarize yourself with this, it's not the first time, so, he hasn't appeared for a hearing.

THE COURT: Did he get notice?

MR. BACH: Well, I mean, I -- I assume it went out electronically, but it's his motion, so I would assume that...

THE CLERK: It went out on the 26th by e-mail.

THE COURT: Well, first off, my office didn't know that -- for some reason didn't know the motion was filed, so that's what the delay is all about. I apologize to

everybody about that.

My -- anyway, what -- what do y'all want to tell me?

MR. BACH: Your Honor -- and also Mr. Thompson pointed out in his motion that it doesn't appear that the -- the motion was sent to your office, and -- and I owe you an apology for that. I had everyone in my office check all their e-mail. We do it as a matter of routine. I'm certainly familiar with the rule. I -- you know, I can't believe it didn't go, but we can't find any record that it did, and so I apologize to you for that.

THE COURT: Well, we wouldn't -- I mean, I'm not casting blame. I'm apologetic it's taken this long for it to surface.

MR. BACH: Well, Your Honor, the original order from October 1, 2019, demanded two things. The plaintiff had failed to respond to Bobcat, Inc., which is actually Bobcat Company, Inc., which is actually Clark Equipment Company, CEC, had failed to respond to their second set of discovery and a deficiency letter, both served on May 16, 2019.

There was a hearing held on October 1, 2019, regarding CEC's motion to compel. From my review, it was -- it was plaintiff's previous attorney, Mr. Rosemond -- or still current but not present attorney Mr. Rosemond, who was -- who was retained at that time. I believe he

didn't appear on October 1st. An order was entered ordering the -- the plaintiff to comply with the -- CEC's motion to compel within ten days. That was not done. Or according to the plaintiff's attorney, Mr. Rosemond, he sent some documents out that same day on October 1st and he inadvertently sent the same other materials that had previously been sent and not addressing the deficiencies for the second discovery request. That fact was made known to him by notice of compliance filed by CEC -- notice of noncompliance filed by CEC. The notice of noncompliance was filed on October 24th. The case was dismissed on October 25th.

The plaintiff's owner was in my office on October 31st to -- because he was upset that he had not heard from his counsel, Mr. Rosemond, about really anything in several months. He had met -- he informed us, as he said in his affidavit, that he had met with his counsel in the summer, which is in -- in harmony with the timeline as laid out by CEC, that he met with his counsel in the summer of 2019 to -- to go over the additional materials. He provided him with additional materials. He says he provided him with written discovery requests or responses to the additional discovery requests and he had heard nothing since that time. He called our office around October 25th, 26th.

We saw the order, told him the case had been dismissed. He came to our office with the earliest possible appointment retaining our law firm.

At that time, Your Honor, I did not have any information about what had gone before about Mr. Rosemond's position other than what was contained in CEC's filings and so we did the best we could to prepare an affidavit and got it filed immediately explaining that my client, Brandon McAlister, had no notice of any of this, he had no idea that his -- that his discovery responses were deficient, that he had any that were delinquent, that there was a hearing on October 1st, or that his case had been dismissed.

Your Honor, as the Court's well aware, a sanction for dismissal is too severe if there's no evidence of intentional misconduct. Our Supreme Court stated that in Orlando versus Boyd, 320 S.C. 509. The sanction should be aimed at the specific misconduct and whenever sanction is imposed it should be to preserve the integrity of discovery.

In cases where this Court or our Supreme Court has affirmed dismissals as a sanction generally has involved repetitive misconduct of which the parties are aware. For example, in Barnette versus Adams Brothers Logging, the court noted that there had been monthslong

machinations and invidious manipulations of the discovery process by the time the case was dismissed.

In Griffin Grading versus Tire Service Corp., the Court noted that Griffin had not been able to take a 30(b)(6) deposition for over two years, had never provided meaningful answers to its interrogatories despite filing six different motions to compel and four different court orders ordering that Tire Service comply with discovery.

I, frankly, am not in a position to argue about what went on before your October 1st order because I wasn't a part of it and I'm -- all I have to go on since my client was not in the loop either is what Mr. Rosemond has filed and what CEC has filed.

I will just note, however, that the order itself commands compliance with two pieces of discovery that were from May of 2019 I don't think it's fair necessarily to address because they're not the subject of the order, what happened before that, and those two things are fairly basic types of discovery fights that litigants have all of the time; that they were -- they were four months old as of October 1st, not months and months. They weren't the subject of repetitive motions or repeat orders.

And so, Your Honor, we would just ask that in lieu

of or to reconsider the motion to dismiss with prejudice and instead impose an immediate sanction, for example, paying Mr. Thompson's attorneys fees and costs. We certainly understand the Court's frustration. We're not disputing the procedural history, but we would also -- we would also just note that the timing of the orders with the notice of noncompliance did not give the plaintiff or his attorney a meaningful opportunity to respond.

Essentially, Mr. Thompson became judge and jury by the October 1st order saying if a notice of noncompliance is filed the case is gonna be dismissed. He was not given an opportunity to -- you know, to even stand up and say well, hey, we made a -- my office made a mistake, we sent the wrong discovery request, which is what he put in his motion, I'm not vouching for that, that's just what he said, but he wasn't given a meaningful opportunity to respond to that notice of noncompliance.

Having responded or having read this, Your Honor, we believe that at a minimum I should be given an opportunity to -- to provide the responses and that there should be some hearing or meaningful opportunity to discuss the continued deficiencies or lack of response rather than just say noncompliance and

dismissal.

THE COURT: Okay.

MR. BACH: I'm happy to answer any questions.

THE COURT: I don't have any independent recollection of this of much specificity. If I had -- I'm just -- if I had dismissed the complaint, there must have been some judicial frustration. Normally I wouldn't impose such a harsh -- harsh sanction, but -- but I don't remember.

Can you help with this or --

MR. BACH: Your Honor -- and I'm sorry. Before I sit down and turn it over to Mr. Thompson, I would also -- I think -- I think it's incumbent upon me, I have a duty to note also, that the motion to compel was filed by CEC. The order was with respect to CEC's discovery request and deficiency letter. Bobcat of Greenville had no outstanding discovery that I'm aware of, was -- had not filed a motion to compel or sought an order of dismissal for failure to comply with any discovery, and so at a minimum, Your Honor, we think that even if the Court considers a sanction as with respect to CEC appropriate, Bobcat of Greenville should still be in the case although the order dismisses the entire complaint.

THE COURT: Okay. All right. Yeah.

MR. THOMPSON: Thank you, Your Honor.

Jay Thompson. My client is the defendant, Clark Equipment Company, improperly named as Bobcat Company, Inc. The misnomer is just a misnomer. That's not a dispositive issue of any kind.

Your Honor is correct, this was a long time ago. It was a little over two years ago. There was quite a bit of frustration with everyone involved because the way it transpired, and understanding Mr. Bach was not in the picture at all at that time, the way it transpired was that after months and months and months over and over and over again of I'm gonna get it to you, I didn't get it to you, I'm gonna get it to you, I'm gonna be there, didn't show up, oh, I've already sent the stuff to you, no, you didn't, you didn't send us anything, Your Honor scheduled a hearing.

I spoke with Mr. Rosemond, counsel, the day before. He says I'm gonna be there, I'll see you at 10:30, didn't show up. Your Honor had staff contact his office during the hearing with the response that was given during the time was he's at a different courthouse for a different hearing. There was quite a bit of frustration coming out of the over and over and over again. Then the order that was issued regarding that motion for sanctions was one where Mr. Rosemond was given the opportunity to contribute and provide

input to it before it was entered and he consented to it and said yes, I'm good with this. That's in writing. That's in the gigantic of packet of exhibits we filed with our response brief and that order that he consented and agreed with is the one that said if the discovery responses aren't provided in ten days, the case is dismissed. Nothing happened, there were no discovery responses, and the case was ensuing dismissed.

So that's -- you alluded to the frustration. That's a very high level summary of how that transpired. There was a good bit of frustration and I think maybe one way to characterize it was there was a lot of -- there was some head shaking of I can't believe this is actually happening type thing going on in the courtroom that day, and that's how this all transpired at this time.

Quite a bit of frustration on the part of the defendant who's being pulled through all of this. You know, the plaintiff sues my client and then drags us along and yanking chains and all this saying they're gonna comply and not complying, a lot of shenanigans going on, that sort of thing.

Our position, you know, as we are standing here two years down the road from these things is that the fact that the orders were not sent to Your Honor -- or, excuse me, the motions were not sent to Your Honor in

the first place, that in and of itself is sufficient for the motions not to be granted. There's case law that says that. We've cited that in our response brief.

And so procedurally the way it's supposed to transpire is at that point the case is in a dismissed status, the time period for appealing an order begins to run. You know, we're way outside of that at this point, and procedurally it's over.

You know, my -- my office had closed its file a year and a half ago on this, and as I told Mr. Bach by telephone a few weeks ago, I didn't even know if I was still gonna be in the case until just last week because we had to get in touch with the client and find out if he still wants us to work on this and that sort of thing. We're just -- we're that far down the road and when we're that far removed from it after everything that had happened over and over and over, counsel is given an opportunity to consent, does consent to the actual order and then doesn't comply with the order, the dismissal as a sanction was entirely appropriate and should stand.

I'm happy to answer any questions Your Honor has.

THE COURT: I don't know that I have any.

MR. MEBANE: Your Honor, if I may?

THE COURT: I'm not sure. Yeah, go ahead.

MR. MEBANE: Judge, Robert Mebane for the

co-defendant Acme Operations, LLC, d/b/a Bobcat of Greenville. I would just note, as I believe Mr. Bach mentioned, that he -- as he alluded to, Your Honor's order from October 25, 2019, dismissed the entire case with prejudice as to all defendants. Your Honor's already ruled as to that and I would just argue that order stands. They've not properly served Your Honor with the rule -- with the motion to reconsider, so it's our position that the order should stand.

THE COURT: Okay.

MR. BACH: Your Honor, there's nothing -- I mean, I think it's within the Court's discretion. There's nothing in the rule that -- that states that the Court is forbidden from considering a motion to reconsider because of the ten-day rule. Your Honor, I -- I certainly own up to my office's mistake if we made one. We're not able to find evidence of it, but I would ask the Court to reconsider -- to consider it in any event, whether you deny the motion or grant it, reconsider on the merits and not on a procedural technicality.

Your Honor, the last thing I would mention is, you know, Your Honor, in Graham versus Town of Loris, generally I understand Mr. Thompson has pointed out the neglect of an attorney is imputable to the client. That is not the case when an attorney has abandoned

his client. Our courts have found in the past where an attorney failed to appear for a hearing and failed to give any notice to his client about the hearing that that can be deemed abandonment and so, Your Honor, we would -- we would point that out as well.

THE COURT: Okay. Well, my memory's tickled a little bit by hearing all this and why I didn't get -- you know, I'll accept the blame for the hearing not being set. I mean, I -- we -- normally when we get a motion, we get to it, so I don't know what happened with this motion. And I'm not casting any stones. And it's a shame you weren't involved a little earlier, Mr. Bach, but I -- I'm gonna deny your motion to reconsider and allow the -- allow the dismissal to stand.

Anything else from anybody?

MR. THOMPSON: No, Your Honor.

MR. BACH: No, sir.

MR. THOMPSON: Do you need anything from us? Or a Form 4 is fine by us.

MR. BACH: I mean, a Form 4 is fine. I don't think there's an issue with a Form 4.

THE COURT: Okay. We can do that.

All right. The hearing is terminated.

(Whereupon, the proceedings were concluded at 1:29 PM.)

C E R T I F I C A T E

I, Stacy S. Johnson, Official Court Reporter for the Eleventh Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned case in Circuit Court on the 16th day of November, 2021.

This transcript may contain quoted material. Such material is reproduced as read by the speaker.

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

January 10, 2022

/s/ Stacy S. Johnson
STACY S. JOHNSON
CIRCUIT COURT REPORTER

ELECTRONICALLY FILED - 2019 Oct 01 4:07 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO. 2018-CP-23-04516

IRONWORK PRODUCTIONS, LLC)
)
Plaintiff,)
) CERTIFICATE OF SERVICE
vs.)
)
BOBCAT OF GREENVILLE, LLC AND)
BOBCAT COMPANY, INC.)
)
Defendant.)
)

I, Denise West, an employee at The Rosemond Law Firm, P.A. E. Delane Rosemond attorney for the Plaintiffs in the above-captioned matter, hereby certify that I served the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 at the following addresses.

Doc Morgan, Jr.
McAngus Goudelock & Courie, LLC
P. O. Box 2980
Greenville, SC 29602

Jay T. Thompson
Nelson Mullins
1320 Main Street, 17th Floor
Columbia, SC 29201

THE ROSEMOND LAW FIRM, P.A.

BY: _____
Denise West

October 1, 2019
Seneca, SC

Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:44:19 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: 0.png, 1.png, 2019.10.18 Notice of Noncompliance with 10-01-19 Order.pdf

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Friday, October 18, 2019 11:03 AM
To: emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,
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Per the court's October 1 order, the Complaint should be dismissed at this time. If we need to take any additional steps for the Complaint to be marked as dismissed per the court's October 1 order, we will be happy to do whatever the court needs us to do.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com
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1320 MAIN STREET | COLUMBIA, SC 29201
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Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,

Defendant Bobcat of Greenville , LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan

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Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,
I am attaching a courtesy copy of a Notice of Noncompliance that has been filed today, related to the court's October 1, 2019 order. Plaintiff's counsel consented to the order, which stated that Plaintiff's Complaint in this lawsuit would be dismissed if Plaintiff did not provide full and complete responses to our May 16, 2019 deficiency letter and our May 16, 2019 second set of discovery responses within ten (10) days. Seventeen days have passed, and we have received nothing in response to our May 16, 2019 deficiency letter or our May 16, 2019 second set of discovery responses. Plaintiff's counsel did send us a photocopy of a prior set of responses from April 2019 to discovery requests issued by another party, but we have received nothing in response to the court's order.

Per the court's October 1 order, the Complaint should be dismissed at this time. If we need to take any additional steps for the Complaint to be marked as dismissed per the court's October 1 order, we will be

happy to do whatever the court needs us to do.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

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ELECTRONICALLY FILED - 2019 Oct 18 10:21 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC, Plaintiff, vs. Bobcat of Greenville, LLC and Bobcat Company, Inc., Defendants.	)	Civil Action No. 2018-CP-23-04516 **NOTICE OF PLAINTIFF'S NONCOMPLIANCE WITH THE COURT'S 10/1/19 ORDER AND REQUEST FOR DISMISSAL**

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") respectfully submits this Notice of Plaintiff's Noncompliance with the Court's October 1, 2019 Order.

The October 1, 2019 Order[1] stated that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests with (10) days. In an email to the Court, Plaintiff's counsel consented to the language of the Order before it was filed. *See* **Exhibit A** attached hereto. Nevertheless, Plaintiff completely failed to comply with the Order.

One day after the Order was entered, the undersigned counsel received by FedEx a packet of documents containing only photocopies of the same documents previously produced on April 2, 2019 in response to co-defendant Bobcat of Greenville, LLC's discovery requests, even

[1] The background leading to the October 1, 2019 Order was set forth in CEC's August 15, 2019 Motion for Sanctions and to Compel Discovery Responses and in the October 1, 2019 Order itself.

ELECTRONICALLY FILED - 2019 Oct 18 10:21 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

including the original certificate of service on co-defendant's counsel from April 2, 2019. No other documents or information have been produced.

As of the date of this Notice, fifteen days have passed since Plaintiff's counsel received the October 1, 2019 Order. **Plaintiff has not produced a single document** in response to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order.

Plaintiff has not complied with the express terms of the Court's October 1, 2019 Order. Therefore, CEC respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that CEC be awarded its fees and costs incurred in pursuing this dismissal.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

Attorneys for Clark Equipment Company d/b/a Bobcat Company

Columbia, South Carolina

October 18, 2019

Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:44:51 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: image001.jpg, image002.png, 0.png, 1.png

From: Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Sent: Monday, October 21, 2019 11:05 AM
To: Doc Morgan <dmorgan@mgclaw.com>; 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Mr. Thompson,

Will you please draft a short order of dismissal based on the Plaintiff's noncompliance? You can email it to me and I will upload it for signature.

Thank you,

Grace Barringer
Law Clerk to the Honorable Edward W. Miller
305 E. North Street, Suite 219
Greenville, South Carolina 29601
(864) 467-8558
(864)- 233-4173 Fax
emillerlc@sccourts.org

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Sent: Friday, October 18, 2019 11:26 AM
To: 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Miller,

Defendant Bobcat of Greenville , LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan

---

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From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Friday, October 18, 2019 11:03 AM
To: emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

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Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
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Helen Hiser, *Attorney*
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Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:45:11 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: image002.png, image001.jpg, 0.png, 1.png

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Thursday, October 24, 2019 1:25 PM
To: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Cc: Denise West <denise@rosemondlawfirm.com>; Doc Morgan <dmorgan@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Jay - I sent you the plaintiff's answer to interrogatories and request for production the day after the hearing.
Have you not received anything from my office since the hearing?

Delane

On Thu, Oct 24, 2019 at 1:08 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

> Ms. Barringer, do you have any update on the status of this order? I am trying to figure out if I need to be at tomorrow morning's status conference.
> Thank you.
>
> **Jay Thompson | Nelson Mullins**
> t: 803.255.9300 | jay.thompson@nelsonmullins.com
>
> **From:** Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
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Doc Morgan

mgc | INSURANCE DEFENSE

Doc Morgan, *Attorney*
dmorgan@mgclaw.com
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Greenville, SC 29601
Main:864-239-4000 | **Direct**:864-239-4028 | **Fax**:864-242-3199
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Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

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jay.thompson@nelsonmullins.com
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10 Brook Street Suite 200
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Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:45:24 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: 0.png, 1.png

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Thursday, October 24, 2019 2:12 PM
To: Delane Rosemond <delane.rosemond@gmail.com>
Cc: Denise West <denise@rosemondlawfirm.com>; Doc Morgan <dmorgan@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

As stated multiple times, the only thing that has been sent to us was a photocopy of the same responses sent to the co-defendant on April 2, 2019. The name of co-defendant's counsel in the To: line from the April 2 document was even scratched through by hand and my name hand-written in as the addressee, so it clearly was not an inadvertent mistake. We have received absolutely nothing in response to our May 16, 2019 deficiency letter and absolutely nothing in response to our May 16, 2019 second set of discovery requests, both of which were specifically required by the October 1, 2019 order.

Jay Thompson | Nelson Mullins | (803) 255-9300

> On Oct 24, 2019, at 1:25 PM, Delane Rosemond <delane.rosemond@gmail.com> wrote:
>
> Jay - I sent you the plaintiff's answer to interrogatories and request for production the day after the hearing.
> Have you not received anything from my office since the hearing?
>
> Delane
>
> On Thu, Oct 24, 2019 at 1:08 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:
>
> > Ms. Barringer, do you have any update on the status of this order? I am trying to figure out if I need to be at tomorrow morning's status conference.

Thank you.

Jay Thompson | Nelson Mullins
t: 803.255.9300 | jay.thompson@nelsonmullins.com

From: Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Sent: Monday, October 21, 2019 11:05 AM
To: Doc Morgan <dmorgan@mgclaw.com>; Jay Thompson <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Mr. Thompson,

Will you please draft a short order of dismissal based on the Plaintiff's noncompliance? You can email it to me and I will upload it for signature.

Thank you,

Grace Barringer
Law Clerk to the Honorable Edward W. Miller
305 E. North Street, Suite 219
Greenville, South Carolina 29601
(864) 467-8558
(864)- 233-4173 Fax
emillerlc@sccourts.org

From: Doc Morgan <dmorgan@mgclaw.com>
Sent: Friday, October 18, 2019 11:26 AM
To: 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Miller,

Defendant Bobcat of Greenville , LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan

<image001.jpg>

Doc Morgan, *Attorney*
dmorgan@mgclaw.com
55 E. Camperdown Way Suite 300
Greenville, SC 29601
Main:864-239-4000 | **Direct**:864-239-4028 | **Fax**:864-242-3199
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<image002.png>

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Friday, October 18, 2019 11:03 AM
To: emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,
I am attaching a courtesy copy of a Notice of Noncompliance that has been filed today, related to the court's October 1, 2019 order. Plaintiff's counsel consented to the order, which stated that Plaintiff's Complaint in this lawsuit would be dismissed if Plaintiff did not provide full and complete responses to our May 16, 2019 deficiency letter and our May 16, 2019 second set of discovery responses within ten (10) days. Seventeen days have passed, and we have received nothing in response to our May 16, 2019 deficiency letter or our May 16, 2019 second set of discovery responses. Plaintiff's counsel did send us a photocopy of a prior set of responses from April 2019 to discovery requests issued by another party, but we have received nothing in response to the court's order.

Per the court's October 1 order, the Complaint should be dismissed at this time. If we need to take any additional steps for the Complaint to be marked as dismissed per the court's October 1 order, we will be happy to do whatever the court needs us to do.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
T 803.255.9300 F 803.255.5187
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--

E. Delane Rosemond
Attorney
The Rosemond Law Firm, P.A.
P. O. Box 1498
339 By-Pass 123
Seneca, South Carolina 29679
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Helen Hiser, *Attorney*
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Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et. al., 2018-CP-23-4516
Date: Tuesday, August 2, 2022 at 11:44:35 AM Eastern Daylight Time
From: Adam Bach <abach@etblawfirm.com>
To: Amy Price <aprice@etblawfirm.com>
Attachments: PIImageDisplay.aspx-9.pdf, PIImageDisplay.aspx-10.pdf, PIImageDisplay.aspx-11.pdf

Adam C. Bach
ELLER TONNSEN BACH
Attorneys at Law
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Greenville, SC 29605
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From: Adam Bach <abach@etblawfirm.com>
Sent: Tuesday, October 5, 2021 5:08 PM
To: EMillerSC@sccourts.org
Cc: dmorgan@mgclaw.com; jay.thompson@nelsonmullins.com; amber.hendrick@nelsonmullins.com
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et. al., 2018-CP-23-4516

Dear Judge Miller,

On October 25, 2019 you entered an order dismissing this action with prejudice. The plaintiff filed a timely motion to reconsider. At this time, it remains pending. I have attached the relevant documents and motions.

We are writing on behalf of the plaintiff to inquire about the motion's status and ask if there is anything else we can provide for the court's consideration.

Thank you,

Adam

Adam C. Bach
ELLER TONNSEN BACH
Attorneys at Law
1306 South Church Street
Greenville, SC 29605
(o) (864) 236-5013
(f) (864) 312-4191

www.etblawfirm.com

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Subject: Motion "MRECON-Plt/Iron Works Productions Motion/Reconsider" for Case "2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al" was added to a Motions Roster for 11/16/2021 at 1:00 PM

Date: Tuesday, October 26, 2021 at 10:58:00 AM Eastern Daylight Time

From: roster@greenvillecounty.org

To: Ben Pettyjohn

CC: tcaldwell@greenvillecounty.org

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

An in-person hearing in this case is RE-SCHEDULED - NEW DATE & TIME on Subject line above-

Location: Greenville County Courthouse 305 East North Street, Greenville, SC 29601

MOVANT IS RESPONSIBLE TO NOTIFY OPPOSING COUNSEL AND PRO SE PARTIES. Check the online roster at http://www.greenvillecounty.org/scjd/courtrosters/

CONTINUANCE, RESOLVED, WITHDRAWN - send detailed e-mail (copy opposing counsel/party) to Non-Jury Coordinator at: tcaldwell@greenvillecounty.org

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Dec 14 2021
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2018-CP-23-04516

Ironwork Productions, LLC, Appellant

v.

Bobcat of Greenville, LLC, and Bobcat Company, Inc., Respondents

---

NOTICE OF APPEAL

Appellant, Ironwork Productions, LLC, appeals the order of the Honorable Edward W. Miller dated October 25, 2019. Appellant timely filed a motion to alter or amend judgment on November 4, 2019. Appellants received written notice of entry of the order denying the motion to alter or amend on November 19, 2021. A copy of both orders is attached.

December 14, 2021

s/Adam C. Bach

Adam C. Bach (SC Bar # 74885)
ELLER TONNSEN BACH, LLC
1306 South Church Street
Greenville, SC 29605
Telephone: (864) 236-5013
Facsimile: (864) 312-4191
abach@etblawfirm.com
Attorneys for Appellant

Other Counsel of Record:

Jay T. Thompson
Jay.thompson@nelsonmullins.com
Post Office Box 11070
Columbia, SC 29201
Attorney for Clark Equipment Company d/b/a Bobcat Company

Robert L. Mebane, Jr.
robert.mebane@mgclaw.com
55 East Camperdown Way
Suite 300
Greenville, SC 29601
Attorney for Bobcat of Greenville, LLC

RECEIVED
Dec 14 2021
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2018-CP-23-04516

Ironwork Productions, LLC, Appellant

v.

Bobcat of Greenville, LLC, and Bobcat Company, Inc., Respondents

---

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on the Respondents, Bobcat Company, Inc. and Bobcat of Greenville, LLC, by e-mail on December 14, 2021, addressed to their attorneys of record as follows:

Jay T. Thompson
Jay.thompson@nelsonmullins.com
Post Office Box 11070
Columbia, SC 29201
Attorney for Clark Equipment Company d/b/a Bobcat Company

Robert L. Mebane, Jr.
robert.mebane@mgclaw.com
55 East Camperdown Way
Suite 300
Greenville, SC 29601
Attorney for Bobcat of Greenville, LLC

December 14, 2021

s/Adam C. Bach

Adam C. Bach (SC Bar # 74885)
ELLER TONNSEN BACH, LLC
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abach@etblawfirm.com
Attorneys for Appellant

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Aug 02 2022
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Edward W. Miller, Circuit Court Judge

Case No. 2018-CP-23-04516
Appellate Case No. 2021-001461

Ironwork Productions, LLC, Appellant,

v.

Bobcat of Greenville, LLC, and Bobcat Company, Inc., Respondents.

CERTIFICATE OF COUNSEL

The undersigned certifies that the record on appeal contains all materials proposed to be included by any of the parties and not any other material.

/s/Adam C. Bach
Adam C. Bach (SC Bar # 74885)
ELLER TONNSEN BACH, LLC
1306 South Church Street
Greenville, SC 29605
Telephone: (864) 236-5013
Facsimile: (864) 312-4191
abach@etblawfirm.com

Attorneys for Appellant Ironwork Productions, LLC

August 2, 2022