

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Teasa K. Weaver, Master in Equity

Appellate Case No. 2020-001023

Mark Giles Pafford,

Appellant,

v.

Robert Wayne Duncan, Jr.,
Robert Duncan, Sr., and Frank Eason,
d/b/a "Rock City Heavy Hauling, Inc."
of whom

Robert Wayne Duncan, Jr. and
Robert Duncan, Sr. are the

Respondents.

RECORD ON APPEAL

Volume 1

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

Case No: 2017-CP46-02487

Mark Giles Pafford,

Plaintiff,

ORDER

vs.

Robert Dwayne Duncan, Jr., Robert
Duncan, Sr. and Frank Eason, DBA Rock
City Heavy Hauling, Inc.,

Defendants.

This matter came before me for trial on January 7, 2020. The Plaintiff, Mark Giles Pafford was represented by John Martin Foster. The Defendants, Robert Wayne Duncan Jr. ("Duncan Jr."), Robert Wayne Duncan Sr. ("Duncan Sr."), and Frank Eason ("Eason") were represented by Stephen D. Schusterman.

BACKGROUND

Plaintiff filed an action in claim and delivery against Duncan Jr. to recover a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961 ("Kenworth"), and against both Duncan Jr. and Duncan Sr. for unpaid wages, penalties and attorney fees under S.C. Code § 41-10-40 *et seq.* Duncan Jr. and Duncan Sr. filed counter claims for breach of contract, fraud and negligent misrepresentation related to the sale of the Kenworth.

Additional matters raised in trial without objection included: the sale of two trailers and truck accessories along with the Kenworth; two modifications of the terms of sale regarding the Kenworth, and damages to a motorcycle owned by Duncan Sr. caused by Plaintiff's attempt to repossess the Kenworth.

At the close of Plaintiff's case, Defendant Eason moved for a directed verdict stating Plaintiff failed to carry his burden of proof that he was an owner or partner in the business known as Rock City Heavy Hauling, Inc. ("Rock City"). This motion was granted as the record was devoid of facts supporting said claim against Eason. "Defendants" hereafter include only Duncan Jr. and

Duncan Sr.

Based upon the testimony and documentary evidence and in consideration of the credibility of the witnesses, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

Duncan Sr., now retired, owned a trucking business known as Rock City Heavy Hauling, Inc. which his son, Duncan Jr., assisted with its operation. Plaintiff was employed by Rock City as an independent contractor trucker from February 10, 2015 through April 15, 2017, earning \$1,000.00 per week.

Aside from his employment, in February of 2015, Plaintiff entered into an oral contract with Duncan Jr., for the sale of the Kenworth Truck, a 1998 Trailing trailer, a 2009 Trailing trailer and truck accessories. Duncan Jr. agreed to pay Plaintiff \$85,000.00 in exchange for the truck and two trailers, and \$10,000.00 for the truck accessories. Duncan Jr. took possession of the truck and trailers, but never received the truck accessories. Plaintiff was unsure of the price of the truck or trailers, stating Duncan Jr. set the price. Duncan Jr., who has thirty years of experience in the buying and selling of commercial trucks, trailers and related equipment, testified that the value of the 2009 Trailing Trailer was one-half of the agreement of \$85,000.00. I find the value of the 2009 Trailing Trailer in Defendants' possession to be \$42,500.00.

Thereafter, Plaintiff and Duncan Jr. agreed to modify the sale agreement. The modifications reduced the purchase price owed to Plaintiff. First, Plaintiff agreed to reduce the amount owed by \$14,000.00 in exchange for a 2002 Ford Thunderbird. Second, Plaintiff agreed to reduce the amount owed by the costs of repairs to another truck/vehicle Plaintiff owned or possessed. The costs of the repairs were \$8,068.09. (Defendant's Exhibit 3). Defendants completed the repairs to Plaintiff's other vehicle and returned it to Plaintiff. After having the Thunderbird for about a week, Plaintiff returned it to Defendants' property, stating only he was not satisfied. Plaintiff refused return of the vehicle or the transfer of its title. Defendants later sold the vehicle to a third party for \$8,000.00.

The parties agree that the sum total of payments made to Plaintiff toward wages and the sale agreement is \$163,000.00¹; however, Defendants dispute the amounts allotted by Plaintiff between these categories in his self-prepared spreadsheet (Plaintiff's exhibit 6). Most of the checks

¹ The expenses of \$11,067.62 are not in dispute and are omitted from further discussion or calculation.

and receipts in evidence do not show the purpose of the payment. A few show that \$2,000.00 was paid toward wages, and \$63,000.00 was paid toward the sale agreement. (Plaintiff's exhibit 5). Plaintiff admitted the payment amounts listed in his spreadsheet were applied arbitrarily, and there was no other evidence proving which category the remaining \$98,000.00 in payments should be attributed. Therefore, this court is unable to make any such findings.

Plaintiff's claim for unpaid wages alleges Defendants failed to pay a weekly increase of \$500.00 starting June 27, 2015. The evidence provided by Plaintiff in support consisted of Plaintiff's testimony, documents prepared by him, and witnesses restating what they were told by Plaintiff. Also, Plaintiff worked over eighteen (18) months without the increase and without addressing the issue with his employer. I find Plaintiff failed to prove his wages increased.

Plaintiff also failed to show that he has not been fully paid for wages he earned. Plaintiff marked ninety-one (91) weeks of earned wages in his spreadsheet. With a weekly wage of \$1000.00, Plaintiff earned a total of \$91,000.00. Plaintiff has been paid a total of \$100,000.00 in addition to the \$63,000.00 shown to have been paid toward the sale agreement. This amount more than fully covers the wages he earned, and Plaintiff has failed to show otherwise. Having failed to prove unpaid wages, Plaintiff is also not entitled to additional penalties or attorney's fees as provided in S.C. Code Ann. section 41-10-10 *et seq.*

Plaintiff's remaining actions involve claim and delivery of the truck, trailers and accessories. Plaintiff is the current titleholder and owner of the Kenworth truck and 1998 Trailking Trailer. (Plaintiff's Exhibit 4 and exhibits attached to Plaintiff's Amended Complaint received into evidence). No title was provided for the 2009 trailer, and when questioned further about this trailer, Plaintiff's answers were evasive, conflicting and untruthful. Plaintiff admitted that in 2010 he reported a 2009 Trailking trailer stolen to the sheriff's office, but stated the last time he saw it was after he dropped it off at a gas station for repossession. Plaintiff admitted the trailer he reported stolen in 2010 was the same trailer sold to Duncan Jr., but later denied knowing what trailer he sold as he did not check the VIN number. Plaintiff explained the 2009 trailer now with Defendants just appeared in a yard in Chester County that Plaintiff frequently used; however, he was unable to provide the name of the yard owner, or how he was notified of the trailer's appearance. Plaintiff also stated the trailer may be stolen, the Defendants knew, and could forge a title. Both Defendants denied these allegations.

In an attempt to take back possession of the Kenworth, Plaintiff admitted to entering onto

the Defendants' property without permission. Plaintiff crawled through a window to gain access inside the building where the truck was stored. Plaintiff was stopped by law enforcement before leaving the area with the truck. Underneath the window that Plaintiff used for access into the storage building was parked a Harley Davidson motorcycle belonging to Duncan Sr. After checking the motorcycle, Duncan Sr. observed scratches had been made in the paint by Plaintiff's entry. Duncan Sr. paid \$4,195.00 to repair the damage. (Defendants' Exhibit 4).

CONCLUSIONS OF LAW

In order to prevail in claim and delivery, Plaintiff must prove by a preponderance of the evidence that he is the owner of the subject property, and that the subject property is wrongfully retained by Defendants. *Jackson v. Frier*, 146 S.C. 322, 144 S.E. 66 (1928) (citation omitted); S.C. Code Ann. § 15-69-30. Based on this standard, Plaintiff has failed to prove all the necessary elements to warrant return of the property or their value.

First, Plaintiff failed to prove the Defendants are in possession of the truck accessories.

Second, Plaintiff failed to prove he is the owner of the 2009 trailer currently in the Defendants' possession. No current title was provided, and Plaintiff stated repeatedly that he was unsure of what trailer was in Defendants' possession, and whether he could transfer good title. Plaintiff also stated it may be stolen.

Last, Plaintiff has failed to show that he has not been paid in full for the sale of the items and Defendants are in wrongful possession. As stated before, Plaintiff arbitrarily applied payments in his spreadsheet and cannot account for \$98,000.00 in payments. It is Plaintiff's burden to show that what amount is unpaid as to the sale agreement, and he has failed to do so.

Aside from Plaintiff's claims, Defendants filed counterclaims for breach of contract, negligent misrepresentation and fraud relating to the 2009 Trailking Trailer and Plaintiff's ability to transfer valid title as agreed.

To maintain a cause of action for negligent misrepresentation, a party must demonstrate by a preponderance of the evidence that the opposing party: made a false representation; had a pecuniary interest in making the statement; owed a duty of care to communicate truthful information and failed to exercise said due care; and the injured party justifiably relied on the representation and suffered a pecuniary loss relying upon the representation. *Gecy v. South Carolina Bank and Trust*, 422 S.C. 509, 812 S.E.2d 750 (Ct. App. 2018) (citation omitted).

The burden of proving fraud is higher. In an action for fraud, one must show by clear and

convincing evidence: “(1) a representation; (2) its falsity; (3) its materiality; (4) knowledge of its falsity or a reckless disregard for its truth or falsity; (5) intent that the plaintiff act upon the representation; (6) the hearer’s ignorance of its falsity; (7) the hearer’s reliance on its truth; (8) the hearer’s right to rely thereon; and (9) the hearer’s consequent and proximate injury.” *McLaughlin v. Williams*, 379 S.C. 451, 456, 665 S.E.2d 667, 670 (Ct. App. 2008), citing *Hendricks v. Hicks*, 374 S.C. 616, 649 S.E.2d 151 (Ct. App. 2007).

Plaintiff represented to Duncan Jr. when he sold the 2009 trailer now in Defendants’ possession that he could transfer valid title. The evidence shows this is false and Plaintiff had knowledge or certainly a reckless disregard for its truth. Plaintiff does not currently have title and has had years to acquire it if this were possible. The falsity is made more evident by Plaintiff’s denial of knowing what trailer he sold, and his story of its sudden appearance in Chester County, and stolen nature. I find and conclude the evidence supports fraud, or in the alternative, the lesser standard of negligent misrepresentation.

For damages, Defendants state their preference is to affirm the contract. An action in fraud allows a party to affirm the contract, retain the benefits received under it, and seek to recover damages by reason of the fraud. *Baeza v. Robert E. Lee Chrysler, Plymouth, Dodge, Inc.*, 279 S.C. 468, 309 S.E.2d 763 (Ct. App. 1983) (citation omitted). Damages are measured by the difference between the value as represented and the value actually received which may be offset by the unpaid balance of the purchase price. *Id.* Defendants have proven damages to be \$42,500.00; the difference in value of the equipment Plaintiff represented he would convey, and the value of the equipment he can actually transfer. Though Plaintiff failed to prove there was an unpaid balance as to the equipment, I offset the unpaid balance determined by treating wages and equipment as one category. Based upon my previous findings, Plaintiff is owed a total of \$163,931.91 for wages and the sale agreement. Defendants have paid \$163,000.00. This leaves an unpaid balance of \$931.91. Second, Defendants agree damages should be offset by the resale value of the Thunderbird (\$8,000.00). Thus, Defendants are entitled to damages in the amount of \$33,568.09, and the 2009 trailer shall be returned to the Plaintiff.

Having found for Defendants as to negligent misrepresentation and fraud, I make no rulings regarding Defendants’ claim for breach of contract for the same damages.

ORDER

WHEREFORE, this Court finds:

1. Defendant Frank Eason's motion for directed verdict is granted and he is dismissed as a party to this action;
2. Plaintiff's claims are dismissed;
3. Defendants are granted judgment against Plaintiff in the amount of \$33,568.09, due within thirty (30) days from the date of service of this Order;
4. Defendant Robert Wayne Duncan Sr. is granted judgment against Plaintiff in the amount of \$4,195.00;
5. Plaintiff shall transfer title of the 2003 Kenworth and 1998 Trailking Trailer to the Defendants within thirty (30) days of this order;
6. Defendants shall within thirty (30) days from the date of service of this Order return possession of the 2009 Trailking trailer to the Plaintiff; and
7. The Parties are responsible for their own attorney's fees and costs.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP46-02487

MARK GILES PAFFORD
PLAINTIFF(S)

ROBERT WAYNE DUNCAN, JR., 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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Robert Wayne Duncan Jr.	Mark G. Pafford	\$33,568.09
Robert Wayne Duncan, Sr.	Mark G. Pafford	\$4195.00
If applicable, describe the property, including tax map information and address, referenced in the order:		

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

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

TEASA K. WEAVER
Master in Equity

3084
Judge Code

Date

For Clerk of Court Office Use Only

Court Reporter:

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

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

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



York Common Pleas

Case Caption: Mark Giles Pafford VS Robert Wayne Duncan Jr

Case Number: 2017CP4602487

Type: Master/Order/Other

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2020-05-04 13:03:45 page 9 of 9

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4602487

Mark Giles Pafford
PLAINTIFF(S)

Robert Wayne Duncan, Jr 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

This matter came before me for hearing on June 17, 2020 upon Plaintiff's motion pursuant to Rule 59(e), SCRPC, asking the Court to alter or amend the Court's Order filed May 4, 2020. Present and representing the parties were: John Martin Foster for Plaintiff; and, Stephen D. Schusterman for Defendants. After consideration of the arguments of counsel, I find no basis for amending the ruling rendered in the prior order.

Therefore, it is ordered that Plaintiff's motion pursuant to Rule 59(e), SCRPC, be 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 06/24/2020.

Rock City Heavy Hauling Inc
Frank Eason
Robert Duncan, Sr

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.



York Common Pleas

Case Caption: Mark Giles Pafford VS Robert Wayne Duncan Jr

Case Number: 2017CP4602487

Type: Order/Electronic Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2020-06-24 10:50:40 page 3 of 3

ELECTRONICALLY FILED - 2020 Jun 24 11:07 AM - YORK - COMMON PLEAS - CASE#2017CP4602487

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]
MARK GILES PAFFORD,]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendants/Lessees.]

IN THE CIRCUIT COURT
SIXTEENTH JUDICIAL CIRCUIT

SUMMONS

C.A. No. 2017-CP-46-2482

FILED-RECEIVED
2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.P. & SS
YORK COUNTY, SC

TO THE DEFENDANT(S) ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

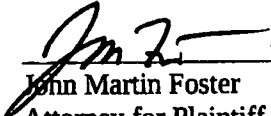
If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.



John Martin Foster
Attorney for Plaintiff

223 East Main Street, Suite 520
Post Office Box 106
Rock Hill, SC 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

August 23, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

CERTIFICATE OF EXEMPTION

C.A. No. 17-CP-46- 2462

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

- ☒ This is a special proceeding of action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- ☐ This action is appellate in nature;
- ☐ This is a post-conviction relief matter
- ☐ This is a contempt of court proceeding;
- ☐ This is a forfeiture proceeding brought by the State;
- ☐ This is a case involving a mortgage foreclosure; or
- ☐ The parties have submitted the case to voluntary mediation with a certified mediator prior to the filing of this civil action.

FILED-RECEIVED
2017 AUG 24 PM 12:44
DAVID HAMILTON
S.C.C.P. & GS
YORK COUNTY, SC


John Martin Foster
Attorney for Plaintiff

The Guardian Building
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Rock Hill, S. C. 29730

Post Office Box 106
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August 18, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS

SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

COMPLAINT

C.A. No. 17-CP-46-246

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2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

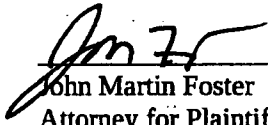
The Plaintiff alleges:

1. Plaintiff MARK GILES PAFFORD (hereafter also "the Plaintiff" and "PAFFORD") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.
2. Defendant ROBERT WAYNE DUNCAN, Jr. (hereafter also "the Defendant" and "DUNCAN") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.
3. In or about February, 2016, the parties entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961. Until such sale was completed, title and ownership of the truck would remain in the name of PAFFORD. A true and current copy of the South Carolina Certificate of Title evidencing that ownership is attached hereto and incorporated herein.
4. On knowledge and information, the said truck is held by the Defendant at 1215 South Parham Road, York, South Carolina.
5. The Defendant has defaulted under the terms of the oral agreement by his failure to make the agreed installment payments.
6. Demand has been made by Plaintiff for surrender of the truck, but the Defendant has failed and refused to surrender that property.
7. On knowledge and information, the Plaintiff has fulfilled all duties required of him under the relevant laws.
8. On knowledge and information, Plaintiff is entitled to the possession of its collateral, or secured property, described above.
9. By reason of the default of the Defendant, the Plaintiff has engaged the attorney below signed and initiated this civil action for the repossession of its collateral, or secured property, under the said agreement.
10. On knowledge and information, this civil action does not require the Court "to take an account or to determine the amount of damages in order to enter judgment or to carry it into effect" as those terms are defined by Rule 55(b)(1), S.C.R.C.P., and this Court may issue its default judgment without a hearing.
11. Plaintiff's Affidavit made pursuant to S.C. Code § 15-69-30 is attached hereto and the allegations thereof are incorporated by this reference.

12. Plaintiff's Affidavit and that of Mr. Arvid Reiter, both of which are attached hereto and incorporated herein, evidence that it is probable to believe that the property at issue is in immediate danger of being destroyed or concealed by the Defendant as its possessor.
13. On knowledge and information, and pursuant to S.C. Code § 15-69-100, the Plaintiff is entitled to a determination as to whether the said property may be immediately seized.
14. On knowledge and information, Plaintiff is not required to serve a Notice of Right to Cure upon the Defendant under the applicable provisions of the S.C. Consumer Protection Code.

WHEREFORE, the Plaintiff prays:

- A. That pursuant to S.C. Code § 15-69-100, the Judge or Clerk of Court make a determination that subject property may be immediately seized and issue an Order to that effect;
- B. That, in the alternative to Prayer A. above, the possession of the secured property be allowed the Plaintiff MARK GILES PAFFORD;
- C. That, in the alternative to Prayer A. above, prior to judgment, an order issue from this Court pursuant to S.C. Code § 15-69-90 restraining the Defendant from damaging, concealing or removing the subject property;
- D. That this Court include herein a prayer for any other relief to which Plaintiff may be entitled under the facts set out and referenced herein; and
- E. For such other and further relief as this Court may deem just and proper.


John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
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jmfoster@comporium.net

August 18, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA			
CERTIFICATE OF TITLE			
OF A VEHICLE			
VEHICLE ID NUMBER 1XKWD89X0312P29611	YEAR 2003	MAKE KIA	MODEL CONQUEST
BODY STYLE TRUCK	DATE 3/3/2017	DISCUMBERS 1360	NEW/USED USED
VEHICLE BRANDS EXEMPT		TITLE NUMBER 770120328370817	
FULL NAME OF OWNER(S) PATRICK MARK GILES 2535 HERCULESON DR ROCK HILL SC 29730-8050		CUSTOMER NUMBER 22047161	
			
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS IF ANY HEREIN SET FORTH			
KEVIN A. SHWEDO EXECUTIVE DIRECTOR		HENRY MCMASTER GOVERNOR	
KEEP IN A SAFE PLACE / ANY ALTERATION OR ERASURE VOIDS THIS TITLE			

39212146

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT BY A VEHICLE

Federal and State law requires that you submit the mileage correction with the transfer of ownership. Failure to provide or providing false statements may result in fines and/or imprisonment. NOTICE: ANY ALTERATION DISHONESTLY AVOIDS THE ASSIGNMENT. ASSIGNMENT(S) MUST BE MADE IN CARPARK.

The undersigned hereby certifies that the title to the vehicle described herein has been transferred to this _____ day of _____, 19____, to

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

☒ (SDP) DO NOT check one of the following unless it applies:

The mileage stated is in excess of its mechanical miles

Odometer Reading (if odometer started at zero again)

(N/D) (TENTHS) 2. The odometer reading is not the ACTUAL mileage

WARNING: ODOMETER DISCREPANCY

I am aware of the above discrepancy and it has been made by the seller(s)

Signature(s) of Seller(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

Date of Sale	
Sale Price	_____
Less Trade-in	_____
Vehicle Trade-in	_____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred to this _____ day of _____, 19____, to

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

☒ (SDP) DO NOT check one of the following unless it applies:

The mileage stated is in excess of its mechanical miles

Odometer Reading (if odometer started at zero again)

(N/D) (TENTHS) 2. The odometer reading is not the ACTUAL mileage

WARNING: ODOMETER DISCREPANCY

I am aware of the above discrepancy and it has been made by the seller(s)

Signature(s) of Seller(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____

Dealer/Wholesaler/Auction License Number _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred to this _____ day of _____, 19____, to

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

☒ (SDP) DO NOT check one of the following unless it applies:

The mileage stated is in excess of its mechanical miles

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Hand Print Name(s) of Buyer(s) _____

Dealer/Wholesaler/Auction License Number _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred to this _____ day of _____, 19____, to

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

☒ (SDP) DO NOT check one of the following unless it applies:

The mileage stated is in excess of its mechanical miles

Odometer Reading (if odometer started at zero again)

(N/D) (TENTHS) 2. The odometer reading is not the ACTUAL mileage

WARNING: ODOMETER DISCREPANCY

I am aware of the above discrepancy and it has been made by the seller(s)

Signature(s) of Seller(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____

Dealer/Wholesaler/Auction License Number _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

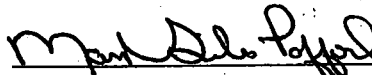
LAST ASSIGNMENT MUST BE MADE BEFORE DISPOSAL

20170906-2487

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me the Plaintiff MARK GILES PAFFORD, who, being duly sworn, deposes and says that he is the Plaintiff in the foregoing civil action; that he has read the within Complaint; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.


MARK GILES PAFFORD

SWORN TO and subscribed before me
this 11 day of August, 2017.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 07/21/2019

FILED-RECEIVED
2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD]

AFFIDAVIT AND

Plaintiff,]

v.]

ORDER FOR IMMEDIATE SEIZURE

ROBERT WAYNE DUNCAN, Jr.,]

C.A. No. 17-CP-46-2487

Defendant.]

FILED-RECEIVED
2017 AUG 31 AM 11:41
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

The Plaintiff, being duly sworn, states the following:

1. The Plaintiff is the owner, or is entitled to possession of, the property described below:

a used 2003 Kenworth W 3900 red truck.
VIN # 1XKWDB9X03J392961.

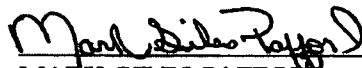
2. The property described above is being wrongfully withheld and concealed to defraud the Plaintiff, by the above-named Defendant.

3. To the best knowledge of the Plaintiff, the property is being withheld by the Defendant on unknown grounds.

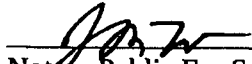
4. The property was not taken from the ownership or possession of the Plaintiff due to any tax, fine or assessment.

5. The value of the above-referenced property, to the best of Plaintiff's information, knowledge and belief, is \$80,000.00. This civil action is not one for debt.

6. The above-described property is believed to be in immediate danger of destruction or concealment by reason of 1) the said Defendant's concealment of the said property over the past several months, and 2) his statements to Mr. Arvid Reiter of his intention to strip and sell the truck and its parts, creating a situation in which damage to it may be caused, with a resultant decrease or total loss in the value of the property.


MARK GILES PAFFORD

SWORN to and subscribed before me
this 18 day of August, 2017


Notary Public For South Carolina
My Commission Expires 07/20/2019

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

AFFIDAVIT FOR IMMEDIATE SEIZURE

C.A. No. 17-CP-46-2487

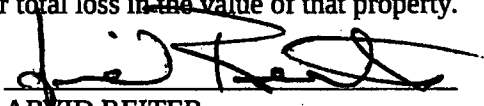
FILED-RECEIVED
2017 AUG 31 AM 11:44
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

The Affiant, Mr. ARVID REITER, being duly sworn, states the following:

1. He is a resident of York County, having his residence at 2345 Firetower Road, Rock Hill.
2. He is employed as an independent trucker and has had dealings and conversations with the Defendant ROBERT WAYNE DUNCAN, Jr., who acts as a businessman.
3. He is not in business with either of the parties above, and has received no consideration for giving this affidavit.
4. He recently had a telephone conversation with DUNCAN in which he sought to buy an axle from DUNCAN.
5. DUNCAN stated that he had a newer Kenworth truck on which he had placed a wrecker chassis off PAFFORD's truck.
6. In those conversations, as stated DUNCAN has acknowledged his possession of the property described below:

a used 2003 Kenworth W 3900 red truck
VIN # 1XKWDB9X03J392961.

7. By that conversation, in his understanding, DUNCAN has stated his intention of stripping or selling the said truck.
8. To the Affiant's knowledge, and according to the South Carolina Certificate of Title displayed to him, the said truck is titled to the Plaintiff MARK GILES PAFFORD.
9. On the basis of the Defendant's statements to the Affiant, he understands that damage to the truck may be caused, with a resultant decrease or total loss in the value of that property.


ARVID REITER

SWORN to and subscribed before me
this 18 day of August, 2017


Notary Public for South Carolina
My Commission Expires: 07/20/2019

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD,]
]
Plaintiff,]
v.]
]
ROBERT WAYNE DUNCAN, Jr.,]
]
Defendant.]

RESTRaining ORDER

C.A. No. 2017-CP-46-02487

This matter having come before this Court by means of the verified Complaint and Affidavits herein, which pleadings have been treated by this Court as an affidavit pursuant to S.C. Code § 15-69-30.

Pursuant to the authority vested in this Court pursuant to S.C. Code § 15-69-90, and good cause appearing therefore,

NOW, THEREFORE, IT IS ORDERED:

1. That the Defendant(s) herein, and each of them, and any officer, agent, servant, employee, attorney or person in active concert or participation with them who receive actual notice of this order by personal service or otherwise, be, and the same hereby is, restrained from damaging, concealing, or removing the following property until further Order of this Court:

a used 2003 Kenworth W 3900 red truck, with its parts and attachments
VIN # 1XKWDB9X03J392961.

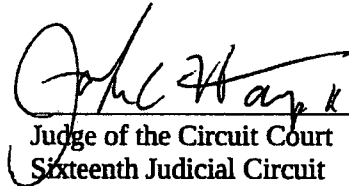
2. That pursuant to the Statutes cited above, a copy of this Order shall be served on the Defendant(s) concurrently with the Summons, Complaint and other original pleadings herein; and

3. That the said Defendant(s) and person(s) listed above be, and the same hereby is or are placed on specific notice that a violation of this Order shall subject him, her or it to a fine not to exceed one thousand dollars or imprisonment for not more than six months, or both.

AND IT IS SO ORDERED.

August 31, 2017

York, South Carolina


Judge of the Circuit Court
Sixteenth Judicial Circuit

FILED-RECEIVED
2017 AUG 31 AM 11:45
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2017-CP-46-02487

Mark Giles Pafford
Plaintiff(s)

VS

Robert Wayne Duncan Jr.
Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

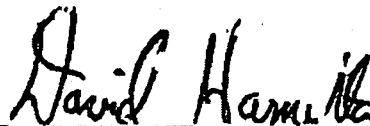
- ☐ All of the parties not in default consent to the reference.
- ☐ None of the parties have made a timely demand for a jury trial.
- ☐ This is an equitable matter.
- ☒ SEE ATTACHED ORDER

FILED-RECEIVED
2018 JAN 12 PM 12:41
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

Accordingly, this matter is referred to the master-in-equity or _____
_____ as a special referee to:

- ☐ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCP.
- ☒ Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.


CLERK OF COURT

John Martin Foster
Stephen D. Schusterman

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]
MARK GILES PAFFORD,]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

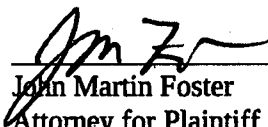
NOTICE OF RIGHT
TO PRE-SEIZURE HEARING
C.A. No. 2017-CP-46-02487

You, the Defendant(s), have the right pursuant to S.C. Code § 15-69-80, to demand a hearing within Five (5) days from the service of this Notice by notifying the Clerk of the Circuit Court in writing.

At such hearing you may present such evidence touching upon the probable validity of the Plaintiff's claim for immediate possession, and your right to continue in possession of the property described below:

a used 2003 Kenworth W 3900 red truck, with its parts and attachments
VIN # 1XKWDB9X03J392961.

If you should fail to make a timely demand for pre-seizure hearing, waiver of your right to a hearing will be presumed, and an Order may be issued for the immediate taking of the property described above from your possession.


John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S. C. 29730

Post Office Box Box 106
Rock Hill, S. C. 29731-6106

803 324-8100
803 324-8109: Fax
jmfooster@comporium.net

FILED-RECEIVED
2017 AUG 31 AM 11:40
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

August 31, 2017

Rock Hill, South Carolina

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case No: 2017 CP 46-2487

DEFENDANT'S NOTICE OF
DEMAND FOR
PRE-SEIZURE HEARING

DAVID HAMILTON
C.C.C.P. & G.S.
BORK COUNTY, SC

FILED-RECEIVED
2017 SEP 13 AM 9:36

Used 2003 Kenworth W 3900, red truck bearing VIN #1XKWDB9X03J392961
and all parts and attachments.

Stephen D. Schusterman
SCHUSTERMAN LAW FIRM, PA
PO Box 4211
Rock Hill, SC 29732
Telephone: 803-325-7788
Facsimile: 803-325-7889

26

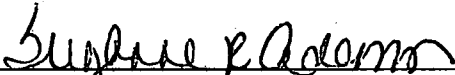
CERTIFICATE OF SERVICE

I, the undersigned, being over eighteen (18) years of age and not an attorney or party to this action, hereby certify that I have served the **DEFENDANTS NOTICE OF DEMAND FOR PRE-SEIZURE HEARING** by HAND DELIVERY to :

Mr. John Martin Foster, Esquire
Post Office Box 106
Rock Hill, South Carolina 29731-6106

Re.: Mark Giles Pafford vs. Robert Dwayne Duncan
Case No.: 2017-CP-46-2487

This 13 day of September, 2017


Suzanne R. Adams
Legal Assistant to Mr. Schusterman

FILED-RECEIVED
2017 SEP 13 AM 9:36
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case No: 2017 CP 46-2487

ANSWER AND COUNTERCLAIM

FILED-RECEIVED
2017 OCT 31 PM 2:44
DAVID DAWLTON
C.C. & G.S.
YORK COUNTY, SC

1. The allegations of paragraphs 1, 2, 3 and 4 are admitted.
2. The allegations of paragraph 5, 6, 7, 8, 9, 10 and 11 are denied.

3. The Plaintiff is a citizen and resident of York County, South Carolina.
4. The Defendant is a citizen and resident of York County, South Carolina.
5. The property at issue, a 2003 Kenworth W red truck (hereinafter referred to as "truck"), is located in York County, South Carolina.
6. In February 2016, the Plaintiff and the Defendant entered into an oral agreement wherein the Defendant would purchase the truck from the Plaintiff. The parties agreed that the Defendant would make installment payments and upon these payments being made the Plaintiff would release the title to the truck to the Defendant.
7. The Defendant has made the required payments to the Plaintiff under the terms of the oral agreement.

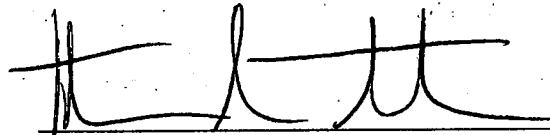
8. The Defendant made these payments in reliance on the agreement between the parties that the Plaintiff would provide him with the title to the truck.
9. The Defendant has made improvements to the truck in reliance on the agreement of the parties that the Plaintiff would furnish him with the title to the truck after payments were made.
10. The Plaintiff is refusing and has failed to provide the title to the truck as required by the terms of the oral agreement despite receiving and accepting the payments.
11. The Defendant has complied with all terms of the oral agreement.
12. The Defendant has suffered damages as a result of the Plaintiff refusing to comply with the agreement.
13. The Defendant seeks an Order granting him the sole use, ownership and possession of the truck as well as requiring the Plaintiff to transfer the title of the vehicle to him.
14. In the alternative, if the Court finds the invalidity of the oral agreement, Defendant seeks an Order requiring the Plaintiff to return all funds he has paid as well as the reimburse him for the parts and increase in value of the truck due to improvements he made.
15. As a result of the Plaintiff's refusing to comply with the terms of the agreement, the Defendant has incurred attorney's fees and costs. The Defendant seeks an Order requiring the Plaintiff to reimburse him for attorney's fees.

Having fully answered, the Defendant seeks dismissal of the Plaintiff's complaint as well as the following relief:

- a. Order granting sole use, ownership and possession of the truck;
- b. Order requiring the Plaintiff to transfer the title to truck to him immediately or in the alternative, requiring the Plaintiff to reimburse all funds paid, cost of all

improvements as well as increase in value; and

c. Attorney's fees and such other relief as this Court deems just and proper.

A handwritten signature in black ink, appearing to read 'S. Schusterman', written over a horizontal line.

Stephen D. Schusterman
SCHUSTERMAN LAW FIRM, PA
PO Box 4211
Rock Hill, SC 29732
Telephone: 803-325-7788
Facsimile: 803-325-7889

October 31, 2017

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2017-CP-46-02487

Mark Giles Pafford
Plaintiff(s)

VS

Robert Wayne Duncan Jr.
Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

- ☐ All of the parties not in default consent to the reference.
- ☐ None of the parties have made a timely demand for a jury trial.
- ☐ This is an equitable matter.
- ☒ SEE ATTACHED ORDER

FILED-RECEIVED
2018 JAN 12 PM 12:41
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

Accordingly, this matter is referred to the master-in-equity or _____
as a special referee to:

- ☐ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRPC.
- ☒ Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

David Hamilton
CLERK OF COURT

John Martin Foster
Stephen D. Schusterman

The Supreme Court of South Carolina

ORDER

Pursuant to the provisions of S.C. CONST. Art. V, §4,

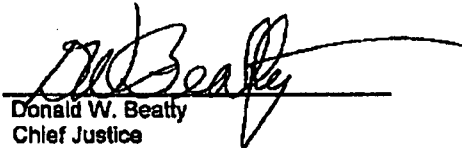
IT IS ORDERED that the Honorable S. Jackson Kimball, III, Master-in-Equity for York County, is hereby assigned as a Circuit Judge for York County to assist with the docket and perform the following:

1. In civil jury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, including damages hearings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and
2. In civil nonjury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, and to try these matters to conclusion, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and
3. Hear appeals from Magistrate, Municipal and Probate Courts, as well as cases involving judicial review and/or appeal of decisions by commissions; and
4. Accept Grand Jury returns when needed; and
5. Hear and approve or disapprove settlements of minor's interest and all other people with an incapacity, and wrongful death and survivor actions settlements; and
6. Perform such other duties so as to effectuate the intent of this Order.

The purpose of this assignment is to allow Judge Kimball to assist with the docket and perform these additional duties in accordance with his schedule and taking into consideration his judicial duties as Master-in-Equity. Regular Circuit Judges shall also continue to hear these matters.

IT IS FURTHER ORDERED that, except for mortgage foreclosure cases, the clerk of the circuit court, at the expiration of 120 days from the date of filing, shall refer all non-jury cases to Judge Kimball, as Master-in-Equity. At the time of the reference, the equity court clerk shall bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kimball may, in his discretion, remand any case referred to him back to the circuit court for disposition by a Circuit Judge.

This order is effective January 1, 2018 and shall remain in effect until June 30, 2018.


Donald W. Beatty
Chief Justice

December 20, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA
EQUITY COURT

2 South Congress Street
Post Office Box 627
York, South Carolina
29745



S. Jackson Kimball, Judge

Telephone 803-628-3930
Telecopier 803-628-3934

E-mail: jack.kimball@
yorkcountygov.com

FROM: S. Jackson Kimball, Master in Equity / Special Circuit Court Judge

The non-jury case listed on the enclosed referral order from the Clerk of Court has been automatically referred to this Court. The order shows you as an attorney of record in the case.

In order for the case to go forward, the following must be done within 30 days from the filing date of the referral order:

1) Plaintiff's attorney must send the required statutory reference fee to this office made payable to the Master-in-Equity, and must call this office to schedule a hearing date. If the fee is not received and the hearing scheduled, or scheduling issues resolved with the Court, the case will be dismissed for failure to prosecute. The case will not be restored to the roster of cases except upon motion to restore and a showing of good cause.

2) Rule 5(d), SCRCP, requires filing of proof of service of the Summons and Complaint within 10 days after service. If proof of service has not already been filed, the Court must receive proof(s) of service of the Summons and Complaint, or the case will be dismissed for failure to prosecute.

3) The case remains subject to mandatory ADR requirements, even though it has been referred to this Court. Please contact the Court to advise when mandatory mediation was completed, or has been scheduled. No hearing on the merits of the case can be held until the ADR requirements have been met.

The statutory schedule of fees is as follows: \$125.00 for a foreclosure action, partition action or quiet title action; \$50.00 for all other cases, except supplementary proceedings, which are \$25.00. All motions require a fee of \$25.

Thank you for your cooperation. If you have any questions, please do not hesitate to call our office.

Yours very truly,

A handwritten signature in cursive script, appearing to read "S. Kimball".

S. Jackson Kimball
Master In Equity / Special Circuit Court Judge
York County

SJK/mam

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]
MARK GILES PAFFORD,]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

NOTICE AND MOTION
TO STRIKE ANSWER
and/or FOR SUMMARY JUDGMENT
or, in the alternative, TO AMEND

Pursuant to:
RULES 12(f), 56(a) and 15(a), S.C.R.C.P.

C.A. No. 2017-CP-46-02487

To: Stephen D. Schusterman
Attorney for Defendant
P.O. Box 4211
Rock Hill, South Carolina 29731
803 325-7788
sdslaw@comporium.net

FILED-RECEIVED
2017 DEC 11 AM 8:19
DAVID HAMILTON
C.C.P. & S.
YORK COUNTY, SC

You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

DATE AND TIME: To be set by the Clerk of Court,
or as soon thereafter as counsel may be heard.

PLACE: The Equity Court
York County Courthouse
2 South Congress Street
York, South Carolina 29730,
or such other place as may be designated by the Judge or
the Clerk of Court.

Pursuant to Rule 12(f), S.C.R.C.P., the Plaintiff MARK GILES PAFFORD (hereafter also "the Plaintiff"), by the undersigned counsel, moves to strike the denominated "Answer and Counterclaim", a response to the Summons and Complaint herein being due as of October 9th, 2017, the said "Answer and Counterclaim" being dated and filed October 31st, 2017, served by mail of November 1st, 2017 and received by counsel for Plaintiff November 6th, 2017; and/or

Pursuant to Rule 56(b), S.C.R.C.P., moves this Court for Summary Judgment as to his Complaint and against the Defendant ROBERT WAYNE DUNCAN, Jr. (hereafter also "the Defendant") in the within civil action.

You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

If you fail to appear, the Plaintiff will request the relief prayed for in said Motion.

The grounds for the motion above is as follows:

1. This civil action is for the claim and delivery of a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961, with its parts and attachments, titled to the Plaintiff and held by the Defendant under an oral agreement for sale.
2. Both parties are residents of York County.
3. The Defendant was served with the pleadings herein, including the Restraining Order of this Court as to disposition of the subject property, on September 8th, 2017.
4. On September 13th, 2017, counsel for Plaintiff was served with a Notice of Demand for Pre-Seizure Hearing by Defendant's counsel.
5. On knowledge and information, and based upon the Affidavit of Personal Service filed in this action, more than thirty (30) days, exclusive of the date of service, had elapsed since the service of the Summons, Complaint and other pleadings were made upon the Defendant.
6. Other than the Demand for a Pre-Seizure Hearing, no pleading, other defense, or motion permitted under Rule 12(a) of the South Carolina Rules of Civil Procedure, was made in this civil action by the Defendant before the "Answer and Counterclaim"..
7. The Defendant has not moved to be allowed a late filing nor supplied any reason for his delay.
8. As stated in the cases succeeding *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 381 S.E.2d 499 (Ct.App.1989), Rule 55(a) requires the Clerk to enter default in the absence of a timely response. Should the Defendant move to be relieved, (as he has not done here) the standard for such relief is "good cause". "Good Cause" is determined by our precedent to require the following factors: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.
9. In this matter, the first factor is entirely absent: the Defendant has filed an "Answer and Counterclaim" without any attempt at explanation or leave of Court.
10. The Movant submits that the denominated "Answer and Counterclaim" is no more than a somewhat glorified denial.
11. The Movant was drafting this Motion prior to receipt of the denominated "Answer and Counterclaim", but can claim no other prejudice.
12. On knowledge and information, the Movant is entitled to an Order under Rule 12(f) striking the Answer and Counterclaim and declaring the Defendant in default.

13. In or about February, 2015, the parties entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961, with its parts and attachments (hereafter "the subject personal property). Until such sale was completed, title and ownership of the truck would remain in the name of PAFFORD. True and current copies of the South Carolina Certificates of Title evidencing that ownership are attached to and incorporated herein as Exhibit "A"..
14. The Defendant DUNCAN has defaulted under the terms of the oral agreement by his failure to make the agreed installment payments.
15. Demand has been made by Plaintiff PAFFORD for surrender of the subject personal property, but the Defendant DUNCAN has failed and refused to surrender that property.
16. The Plaintiff PAFFORD has fulfilled all duties required of him under the relevant laws.
17. The Plaintiff PAFFORD is entitled to the possession of his collateral, the subject personal property described above.
18. The Plaintiff was PAFFORD employed by the Defendant DUNCAN through his claimed corporation "Rock City Heavy Haul, Inc." as an independent contractor trucker. Under the parties' agreement, the Plaintiff PAFFORD was to be paid One-Thousand and no/100 (\$1,000.00) Dollars per week for his services, plus expenses.
19. According to the records of the South Carolina Secretary of State, "Rock City Heavy Haul, Inc." was forfeited as a corporation on June 19, 2016. On knowledge and information, that name properly belonged to a company out of Charleston, now incorporated under another name. True copies of the relevant records of the Secretary of State and attached hereto and incorporated herein as Exhibit "B"
20. True and accurate copies of the Plaintiff PAFFORD's schedule for 2015 through that part of 2017 in which his employment continued, showing work performed for the Defendant DUNCAN, are attached hereto and incorporated herein as Exhibit "C".
21. True and accurate copies of all payments made to the Plaintiff PAFFORD, whether designated as compensation or for the subject personal property, are attached hereto and incorporated herein as Exhibit "D".
22. An accurate statement and calculation of payments made to the Plaintiff PAFFORD by the Defendant DUNCAN are attached hereto and incorporated herein on the spreadsheet denominated Exhibit "E".
23. As shown on that spreadsheet, the Plaintiff PAFFORD has not been paid in full by the Defendant DUNCAN, either for the subject personal property or for his earned wages and expenses.

24. Even allowing that all payments made by the Defendant are to be credited to the agreement on the subject personal property, the Defendant has not made all payments and is in default after paying only \$58,000.00, leaving \$37,000.00 due and owing thereon.
25. In the alternative to the relief sought herein above, the Plaintiff moves pursuant to Rule 15(a), S.C.R.C.P. to amend his Complaint to add a cause of action under S.C. Code § 41-10-80 for unpaid wages, including penalties and attorney's fees.

Pursuant to Rule 11(a), S.C.R.C.P., counsel for the Movant hereby affirms that this motion is dispositive in nature, and, to that end, requires no communication with opposing counsel, and, in the alternative, certifies that such consultation would serve no useful purpose or could not be timely held.

The basis for this Motion is the applicable law and rules of procedure, the above-cited Rules, the records of this civil action, and any Supporting Memorandum which the Plaintiff may submit herein.



John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
Rock Hill, South Carolina 29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

December 6, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF YORK

MARK GILES PAFFORD,

Plaintiff,

v.

ROBERT WAYNE DUNCAN, Jr.,

Defendant.

IN THE COURT OF COMMON PLEAS

SIXTEENTH JUDICIAL CIRCUIT

AFFIDAVIT AS TO MOTION

Pursuant to:

RULES 12(f), 15(a) and 56(a), S.C.R.C.P.

C.A. No. 2017-CP-46-02487

DAVID H. HOLLAND
C.C.C.P. & S.
YORK COUNTY, SC

2017 DEC 11 AM 8:19

FILED-RECEIVED

PERSONALLY appeared before me, a notary public, the undersigned affiant, EDWARD HOLLAND, Jr., who being duly sworn, deposes and says:

1. I am MARK GILES PAFFORD, the named Plaintiff in the above civil action. I have personal knowledge of all dealings between myself and the Defendant ROBERT WAYNE DUNCAN, Jr. I am familiar with my regularly kept business records. Those matters herein not based on my recollection are based upon such records.
2. The items attached to this Motion and incorporated herein (other than the incorporated records of the South Carolina Secretary of State) are a part of my regularly kept business records.
3. I have read the allegations of the pleadings herein, and of the Motion for Summary Judgment.
4. To the best of my information, knowledge and belief, the facts stated in the attached Motion, and its accompanying documents, are true. As to those matters stated on knowledge and information, insofar as the same lie within the area of dealings between the Defendant DUNCAN and myself, I am informed and believe the same to be true.
5. In or about February, 2015, DUNCAN and I entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961, with its parts and attachments (herein also "the subject personal property").
6. Until such sale was completed, title and ownership of the truck would remain in my name. True and current copies of the South Carolina Certificates of Title evidencing that ownership are attached to and incorporated herein as Exhibit "A". The Certificate of Title has never been signed over by me to any person.

7. The Defendant DUNCAN has defaulted under the terms of our oral agreement by his failure to make the agreed installment payments.
8. I have made demand for the surrender of the subject personal property, but the Defendant DUNCAN has failed and refused to surrender that property.
9. On knowledge and information, I have fulfilled all the duties required of me under the relevant laws.
10. On knowledge and information, I am entitled to the possession of its collateral, or the subject personal property described above.
11. I was employed by the Defendant DUNCAN through his claimed corporation "Rock City Heavy Haul, Inc." as an independent contractor trucker. Under our agreement, I was to be paid One-Thousand and no/100 (\$1,000.00) Dollars per week for my services, later raised to One-Thousand Five-Hundred (\$1,500.00) Dollars per week, plus expenses.
12. True and accurate copies of my work schedule for 2015 through that part of 2017 in which my employment continued, showing what work I performed for DUNCAN, are attached hereto and incorporated herein as Exhibit "C".
13. True and accurate copies of all payments made to me by DUNCAN, whether they were called compensation or for the subject personal property, are attached hereto and incorporated herein as Exhibit "D".
14. An accurate statement and calculation of payments made to me by DUNCAN are attached hereto and incorporated herein on the spreadsheet denominated Exhibit "E".
15. As shown on that spreadsheet, I have not been paid in full by the DUNCAN, either for the subject personal property or for my earned wages and expenses.
16. Even allowing that all payments made by DUNCAN are credited to the agreement on the subject personal property, the Defendant has not made all payments. He has paid only \$58,000.00, leaving \$37,000.00 due and owing on our agreement.


MARK GILES PAFFORD

SWORN TO and subscribed before
me on December 6, 2017.

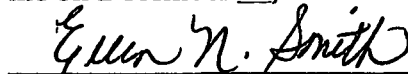

Notary Public for South Carolina
My commission expires: 03/04/2024

EXHIBIT "A"

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER
1E93018909E111024

YEAR MAKE
2009 FORD

MODEL
HD50T

NEW/USED
USED

BODY STYLE DATE
TR 9/12/07

ODOMETER WEIGHT
63560

TITLE NUMBER
770120335404246B

VEHICLE BRAND(S)
EXEMPT

FULL NAME OR OWNER(S)
PATFORD, MARK GILBS
2535 FERGUSON DR
ROCK HILL, SC 29730-8050

CUSTOMER NUMBER: 24947361



THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEYVIN A SHWEDG

HENRY MCMASTER

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

39403033

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Falsing to complete or providing a false statement may result in fines and/or imprisonment.
****NOTICE: ANY ALTERATION OR FALSIFICATION VIOLATES THE ASSIGNMENT****
 ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____ (or _____)

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

☒ (STOP) DO NOT check one of the following unless it applies.

☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again)
☐ 2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY
 I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____
 Hand Print Name of Buyer(s) _____ Address _____

Date of Sale	_____
Sale Price	\$ _____
Less Trade-in	_____
Total Price	\$ _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____ (or _____)

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

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 I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____
 Hand Print Name of Buyer(s) _____ Address _____

Dealer/Wholesaler/Auction License Number _____
 Signature(s) of Seller(s) _____
 Hand Print Name(s) of Seller(s) _____
 Address _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____ (or _____)

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

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 Hand Print Name of Buyer(s) _____ Address _____

Dealer/Wholesaler/Auction License Number _____
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 Hand Print Name(s) of Seller(s) _____
 Address _____

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 Hand Print Name of Buyer(s) _____ Address _____

Dealer/Wholesaler/Auction License Number _____
 Signature(s) of Seller(s) _____
 Hand Print Name(s) of Seller(s) _____
 Address _____

LAST ASSIGNEE MUST REFILE BEFORE DISPOSAL

VEHICLE BRAND (S)
AGRIAL (C) (E) (G)

FULL NAME OF OWNER(S)
AFFORD, MARK BINES
1236 OAKDALE
ROCK HILL, SC 297308201

CUSTOMER NUMBER: 02494736

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIEN, IF ANY HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

038705834

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage on property with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. NOTICE: ANY ALTERATIONS OR ERASURES VOIDS THIS ASSIGNMENT. ASSIGNMENT(S) MUST BE MADE IN DARK INK.

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____, 19____, and is subject to the following:

Name _____ Street _____ City _____ State _____ Zip Code _____ Date of Sale _____

Name of Buyer(s) _____ Address _____ Date of Sale _____

I hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked. STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no erasures) _____

1. The mileage stated is in excess of the mechanical limit.

2. The odometer reading is not the actual mileage.

WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer certification made by the seller(s).

Signature(s) of Buyer(s) _____ and Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

ASSIGNMENTS BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____, 19____, and is subject to the following:

Name _____ Street _____ City _____ State _____ Zip Code _____ Date of Sale _____

Name of Buyer(s) _____ Address _____ Date of Sale _____

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Signature(s) of Buyer(s) _____ and Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____, 19____, and is subject to the following:

Name _____ Street _____ City _____ State _____ Zip Code _____ Date of Sale _____

Name of Buyer(s) _____ Address _____ Date of Sale _____

I hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked. STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no erasures) _____

1. The mileage stated is in excess of the mechanical limit.

2. The odometer reading is not the actual mileage.

WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer certification made by the seller(s).

Signature(s) of Buyer(s) _____ and Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

NO ADDITIONAL RE-ASSIGNMENT PERMITTED. LAST ASSIGNEE MUST BE TITLED BEFORE DISPOSAL.

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER
TXKWDB9X03J392961

YEAR MAKE
2003 KW

MODEL
CONSTR

NEW/USED
USED

BODY STYLE DATE
TR 4/13/2017

ODOMETER

WEIGHT
17360

TITLE NUMBER
770129328170818

VEHICLE BRAND(S)
EXEMPT

FULL NAME OF OWNER(S)
PAFFORD, MARK GILES
2435 PERCUSON DR
ROCK HILL, SC 29730-8050

CUSTOMER NUMBER: 24947361



THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE
PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE
VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

HENRY MCMASTER
GOVERNOR

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

39212146

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATION OR FRAUDULENT VOICES THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

☒ (STDP) DO NOT check one of the following unless it applies.

- ☐ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again)
☐ 2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

Date of Sale	_____
Sale Price	\$ _____
Less Trade-In	_____
Taxable Total	\$ _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

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WARNING: ODOMETER DISCREPANCY

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Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Dealer/Wholesale/Auction License Number _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____

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Name of Lienholder _____ Address _____ Date of Lien _____

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Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Dealer/Wholesale/Auction License Number _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALE/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to _____

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien _____

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Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Dealer/Wholesale/Auction License Number _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

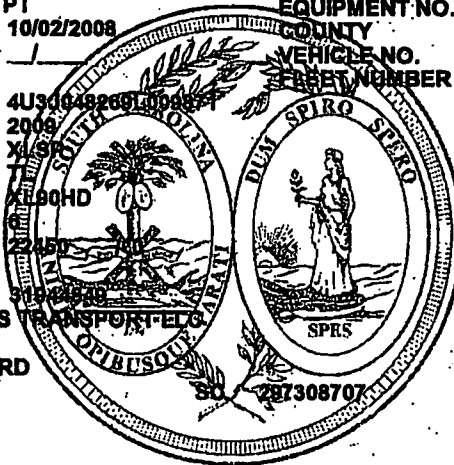
MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV48833
PLATE CLASS PT
ISSUE DATE 10/02/2008
PLATE EXP. /
DECAL EXP. /
VIN 4U3004826010000
YEAR 2008
MAKE XLS
BODY 71
MODEL XL80HD
VEHICLE TYPE 6
EMPTY / GVW 22450

TITLE 770780200125580A
EQUIPMENT NO.
COUNTY 48
VEHICLE NO. 20211558
FLEET NUMBER

CUSTOMER NO. 31924833
GLASSMASTERS TRANSPORT-ETC

1238 OAKDALE RD
ROCK HILL



65984368

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

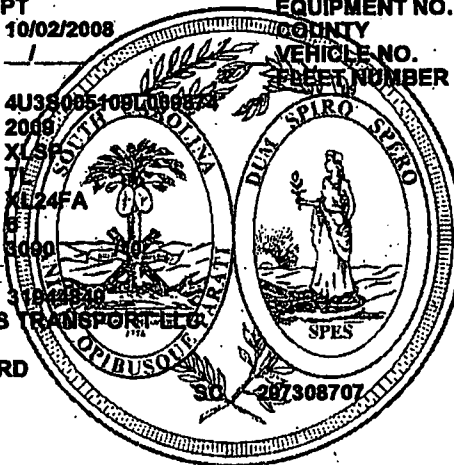
MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV48832
PLATE CLASS PT
ISSUE DATE 10/02/2008
PLATE EXP. /
DECAL EXP. /
VIN 4U3008510010000
YEAR 2008
MAKE XLS
BODY 71
MODEL XL24FA
VEHICLE TYPE 6
EMPTY / GVW 3000

TITLE 770780200126091A
EQUIPMENT NO.
COUNTY 48
VEHICLE NO. 20211475
FLEET NUMBER

CUSTOMER NO. 31924832
GLASSMASTERS TRANSPORT-ETC

1238 OAKDALE RD
ROCK HILL



65984369

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

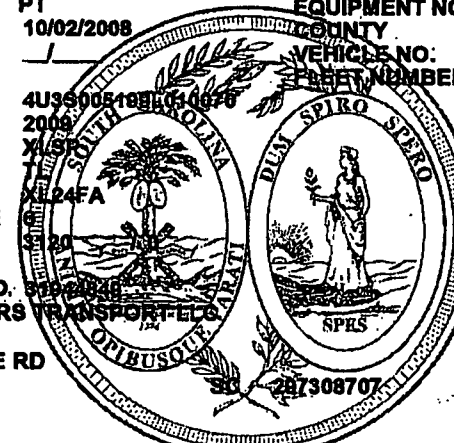
MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV48834
PLATE CLASS PT
ISSUE DATE 10/02/2008
PLATE EXP. /
DECAL EXP. /
VIN 4U3008510010000
YEAR 2008
MAKE XLS
BODY 71
MODEL XL24FA
VEHICLE TYPE 6
EMPTY / GVW 3000

TITLE 770780200126820A
EQUIPMENT NO.
COUNTY 48
VEHICLE NO. 20211587
FLEET NUMBER

CUSTOMER NO. 31924834
GLASSMASTERS TRANSPORT-ETC

1238 OAKDALE RD
ROCK HILL



**OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND
REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF
LIABILITY INSURANCE IS NOT MAINTAINED.**

When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

Application for the transfer must be made on Department of Motor Vehicles' Form 400 and should be supported by properly assigned title and proper fee.

All correspondence should be directed to:
S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019

**OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND
REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF
LIABILITY INSURANCE IS NOT MAINTAINED.**

When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

Application for the transfer must be made on Department of Motor Vehicles' Form 400 and should be supported by properly assigned title and proper fee.

All correspondence should be directed to:
S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019

**OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND
REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF
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P.O. Box 1498
Blythewood, S.C. 29016-0019

PLATE NUMBER PV40093
PLATE CLASS PT
ISSUE DATE 08/29/2008
PLATE EXP. PERMANENT
DECAL EXP.
VIN 1TKS005109B077603
YEAR 2009
MAKE TLG
BODY FL
MODEL TK22FA
VEHICLE TYPE 6
EMPTY / GVW 2960

TITLE 770120198172676A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 20160038
FLEET NUMBER

CUSTOMER NO. 31927837
GLASS MASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL

SC 297308707

85359097

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV40094
PLATE CLASS PT
ISSUE DATE 08/29/2008
PLATE EXP. PERMANENT
DECAL EXP.
VIN 1TKS005159B076656
YEAR 2009
MAKE TLG
BODY FL
MODEL TK22FA
VEHICLE TYPE 6
EMPTY / GVW 2960

TITLE 770120198173518A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 20160115
FLEET NUMBER

CUSTOMER NO. 31927837
GLASS MASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL

SC 297308707

85359098

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S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV40095
PLATE CLASS PT
ISSUE DATE 08/29/2008
PLATE EXP. PERMANENT
DECAL EXP.
VIN 1TKB048299B076655
YEAR 2009
MAKE TLG
BODY FL
MODEL TK30JE
VEHICLE TYPE 6
EMPTY / GVW 24060

TITLE 770120198173971A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 20160130
FLEET NUMBER

CUSTOMER NO. 31927837
GLASS MASTERS TRANSPORT LLC

1238 OAKDALE RD

202 844 7111

PV40093

#128

Traden

PV40094

Tch

PV40095

481A

481A

481A

LIABILITY INSURANCE IS NOT MAINTAINED.

When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

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P.O. Box 1498
Blythewood, S.C. 29016-0019

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S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019

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P.O. Box 1498

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV13668

PLATE CLASS PT

ISSUE DATE 01/28/2006

PLATE EXP. PERMANENT

DECAL EXP.

VIN

YEAR

MAKE

BODY

MODEL

VEHICLE TYPE

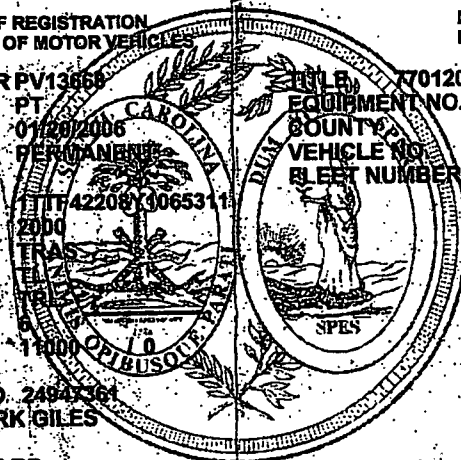
EMPTY / GVW

CUSTOMER NO. 24947361

PAFFORD, MARK GILES

1238 OAKDALE RD
ROCK HILL

SC 297308707



TITLE 770120154241117

EQUIPMENT NO.

COUNTY 46

VEHICLE NO. 18527953

FLEET NUMBER

**OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND
REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF
LIABILITY INSURANCE IS NOT MAINTAINED.**

Signature of Registered Owner

Registered owner must sign registration card immediately upon receipt. When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

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All correspondence should be directed to:
S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019



SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

**0012 Chester
508 BELT RD
CHESTER, SC 29706-0000**

**Receipt of Fees Paid
9/1/2017 11:19:39 AM**

**24947361
PAFFORD, MARK GILES
2535 FERGUSON DR
ROCK HILL, SC 29730-8050**

Reference No: 129997779

SERVICES

Customer Name	ServiceDescription	Identifier	Amount
PAFFORD, MARK GILES	SC TITLE TRANSFER	770120335404246 B VIN: 1E93018909E111024 Donate Life SC:	\$35.00 \$0.00
		Total Fees Due:	\$35.00

PAYMENTS

MARKPAFFORD	Card Number: XXXXXXXXXXXX4081	Exp: 11/19	
Card Type: DebitCard	Merchant ID: 000415018012997	Card Amount:	\$35.00
Auth Code: 561018		Total Payments:	\$35.00

End of Receipt

Visit our web site at www.scdmsonline.com

and take a moment to share your feedback about your DMV experience

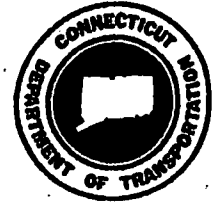
*Refunds will be initiated for overpayments of \$1.00 or more
9/1/2017 11:19:41 AM

Page 1 of 1



State of Connecticut Department of Transportation

2800 Berlin Turnpike P.O. Box 317546
Newington, CT 06131-7546
Phone: (860) 594-2880 Fax (860) 594-2949



Oversize/Overweight Trip & Return

USDOT #
2383052

PERMIT EFFECTIVE DATES: **08/28/2015 - 08/30/2015**
DATE ISSUED **08/28/2015** TIME ISSUED **12:00:15 PM**

PERMIT NUMBER
2071942

black lettering measuring 1' wide and 8' high on a yellow background.

INCLEMENT WEATHER No travel is allowed when weather conditions or restricted visibility make traveling hazardous to the operator or to the driving public. No travel is allowed when any person, vehicle or highway is not clearly visible at a distance of 1,000 feet. No travel is allowed when the surface of the highway or roadway is made hazardous by rain, snow, sleet, fog, freezing rain or combination thereof.

Route Restrictions

Comments:

NOTE ROUTE CHANGE

CARRIER **AMERICAN HEAVY HAUL INC**

ADDRESS **5300 BLUE BIRD LANE YORK SC 27945**

ISSUED BY **002** Title **TECHNICIAN** Transmit To **BMBRWD@YAHOO.COM**

Permit Fee \$ **23.00**

Convenience Fee \$ **3.00**

Total Fee \$ **26.00**

ISSUED SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS

ALL PAGES OF THE PERMIT MUST BE IN THE POSSESSION OF THE OPERATOR

Socks
 V WARE
 Shorts
 Chip &
 water

Fast Spray
 Alarm Chalk

Pg 1

6/24/15

2 WKL Est/week

2,000.00

6-29-15

2,500.00

7-17-15

4,500.00

500.00 Sph
 300.00 +
 350.00

6-24-15

2,000.00 Labor

6-29-15

2,500.00 Deposit

Equipment Payment
 Credit to Labor (100)

500.00 Sph

7/17/15

Labor

4,500.00 owed

- 500.00 sph

4,000.00

Deposit Labor

(3,000.00)

7/29/15

- 1,000.00 owed

+ 2,000.00 pd

Washed 7/23/15

500.00 Neg

1500.00

2000.00 owed

Pd 7/31/15

1000.00 -

Can # York Elec
 565.00
 169.95

Dial Can #
 275717

York County BAL
 Con #

As of 8-14-15

4,000.00 owed

As of 8-28-15

+ 3,000.00

7,000.00

8-28-15

→ - 2,000.00 pd

Cash

5,000.00

As of week 9-5-15

+ 1,500.00

6,500.00

9-14-15 Pd

EFJ Check

BAL

3,500.00

3,000.00

9-18-15 Pd

1,000.00

9-23-15 Pd

4,000.00

PS
 10915 (5555)
 New Lab. owed

1000.00 Sph

19/11/15 1500.00 Pd up

19/11/15

S.C. DEPARTMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV22019
PLATE CLASS CT
ISSUE DATE 01/01/2011
PLATE EXP. PERMANENT
REGAL EXP. 10/24/2011 153775
VIN 1G2433001153775
YEAR 2006
MAKE FORD
BODY FL
SEAT 1
SEAT 1
SEAT 1

TITLE 770120172765032A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 19260555
FLEET NUMBER

6/17 003

CUSTOMER NO. 3187417
GLASSMASTERS TRANSPORT, LLC
1235 OAKDALE RD
ROCK HILL

PV22019

REG 207300707 33900008

Each County Clerk of Law 25-2-422. No other person considered as a notary public to perform notary public duties in any of the counties of the state.

EXHIBIT "B"

Business Entities Online

File, Search, and Retrieve Documents Electronically

Rock City Truck Service INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 03/14/2017

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: United States Corporation Agents, Inc.

Address: 1591 Savannah Highway, Suite 201
Charleston, South Carolina 29407

Official Documents On File

Filing Type	Filing Date
ARTICLES OF INCORPORATION	03/14/2017

Business Entities Online

File, Search, and Retrieve Documents Electronically

ROCK CITY HEAVY HAUL, INC.

Corporate Information

Entity Type: Corporation

Status: Forfeited

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 04/20/2010

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 06/19/2016

Registered Agent

Agent: JAKE VERGNESE

Address: 1591 SAVANNAH HWY S 201
CHARLESTON, South Carolina 29407

Official Documents On File

Filing Type	Filing Date
Forfeiture	06/19/2016
Change of Agent or Office	07/29/2010
Change of Agent or Office	07/28/2010
Incorporation	04/20/2010

EXHIBIT "C"

2015

sunday monday tuesday wednesday thursday friday saturday

Quick Fact : Lots of Steel

Catawba Nuclear Station contains enough steel to make 10,000 compact cars.

				1	2	3
				<u>New Year's Day</u>		
	5	6	7	8	9	10
1	12	13	14	15	16	17
8	19	20	21	22	23	24
5	<u>MLK Jr. Day</u>	27	28		30	31

2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	2	3	4	5	6	7
Super Bowl Sunday						
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	Presidents Day		Ash Wednesday	Lincoln's Birthday		Valentine's Day
22	23	24	25	26	27	28
Washington's Birthday						

Quick Fact : A Long Walk

There is enough concrete at Catawba Nuclear Station to build a sidewalk three feet wide from Catawba to Seattle, Washington.

2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
	2	3	4	5	6	7
	9	10 <i>Cost</i>	11	12	13	14
light Saving Time Begins						
5	16	17	18	19	20	21
		St. Patrick's Day			First Day of Spring	
2	23	24	25	26	27	28
9	30	31				
n Sunday						

Quick Fact : Nuclear Energy

Nuclear energy has been a part of Duke Energy's diverse fuel mix for more than 40 years, with the nuclear fleet setting high standards for safety, reliability and efficiency.

2015

Monday Tuesday Wednesday Thursday Friday Saturday

Quick Fact : Nuclear Energy

Nuclear energy has one of the lowest effects on the environment of any energy source. It does not emit air pollution; it isolates its waste from the environment; and it requires a relatively small amount of land.

1

2

3

4

April Fools' Day

Passover/Good Friday

8

9

10

11

6

7

15

16

17

18

13

14

Tax Day

22

23

24

25

20

21

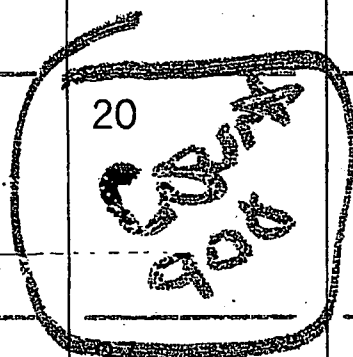
Earth Day

29

30

27

28



ter

2

9

5

2015

friday monday tuesday wednesday thursday friday saturday

Quick Fact : Nuclear Energy

Affordable, reliable and clean nuclear energy has been part of Duke Energy's generation mix for 40 years. Today, Duke Energy operates 11 nuclear units in the Carolinas at six plant sites.

	4	5	6	7	1	2
		Cinco de Mayo			8	9
0	11	12	13	14	15	16
ther's Day						Armed Forces Day
7	18	19	20	21	22	23
4	25	26	27	28	29	30
31	Memorial Day					

2015

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
4	15 EK 29835 Cashed 7,000.00 2,000 later Son Equip Rpt RD	16	17	18	19	20
g Day	22	23	24 X Start 1500.00 Per week RD	25	26	27
her's Day st Day of Summer	29 EK 618781 2,500.00 later RD	30				
8						

Quick Fact : Nuclear Energy
Nuclear energy is the only resource capable of producing cost-efficient, dependable, around-the-clock, zero-emission electricity.

2015

sunday monday tuesday wednesday thursday friday saturday

Quick Fact : Nuclear Energy

Duke Energy operates six nuclear facilities that generate more than 30 percent of the electricity consumed by its 7.2 million customers.

1

2

3

4

Independence Day

6

Rec# 29874

8

9

10

11

2

678.37

Hotel at Hotel

15

16

17 Rec# 620178

18

3

3,000.00

22

23

24

25

4

29

30

31 Gary Dep

1,000.00

28 Gary Dep

2,000.00

Rec# 620172

2

13

14

9

20

21

16

27

28

67

2015

Monday Tuesday Wednesday Thursday Friday Saturday

Quick Fact : Nuclear Energy

There are 100 nuclear reactors in 31 states that supply nearly 20 percent of all U.S. electricity.

						1 ✱ 7 15
	3	4 ~~4~~ 29938	5 ~~5~~ 29945	6 ~~6~~ 29946	7	8 5 2 6
		781.85 Hotel at 4.10	~~29941~~	10,000.00		
	10	11	12	13	14	15 3 7
6	17	18	19	20	21	22 ✱ 4 8
3 /	24 /	25 May, De 2,000.00	26	27	28	29 ✱ 5 9
30	31					

89

2015

inday	monday	tuesday	wednesday	thursday	friday	saturday
		1	2	3	4	5 10
	7	8	9	10	11 EF2 CK Gary Dep. 3,500.00	12 11
	Labor Day					
3	14	15	16	17	18 Gary Dep. 1,000.00	19 12
randparent's Day osh Hashanah						
20	21	22	23 3,500.00	24	25	26 13
		Yom Kippur	First Day of Autumn			
27	28	29	30			

Quick Fact : Nuclear Energy
The U.S. nuclear energy industry
supports 100,000 American jobs.

2015

Monday Tuesday Wednesday Thursday Friday Saturday

Quick Fact : Nuclear Energy

1 in 5: This is the number of U.S. homes and businesses powered by clean nuclear energy.

	5	6	7	1	2	3
				8	9ck# 30065 2954.95 Hotel or ticket Trunk repair pd by me	14 10
1	12	13	14	15	16	17
	Columbus Day					11 12
8	19ck# 30081 5,000.00	20	21	22	23	24
	Cashed					13 17
5	26	27	28 R.H. to Boer's City LA	29	30	31
db	db	Shop		26 Central House Sabre Ind.	Grace H. 11 AM	18 Halloween

70

2015

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2B Ham Unload B-Ham Control 2 9 off	3 Union City Tnd Base Machine Chatterbox Election Day - TN 10 Rack H:11 Boyle on SD4700	4 Sparksburg Unload 300 11 Rack H:11 Veterans Day 18	5 Rack H:11 SC Harrisburg, NC Rack Crusher Cavity Landfill 12 T/A 253 Greenville SC 19 Rack 30109 2,000 03 O - f - f	6 T/A Super-10 13 Branches 6A Unload SD4700 Fayetteville Loaded 400000 20 Rack H:11 T/A Greenville Watson Use	7 Maggie Unload 5 Rack H:11 14 20 Rack H:11 C- Bot Searles Co 21 21 17 Greencastle 28 22 18 off
5 off	16 Return values to 244.45 Rack H:11 Match wt Ticket 23 Unload Wilmington Unload to R H:11	25 off	26 off Thanksgiving Day	27 off	28 off
2 Harrisburg 9 off	30 off				

Quick Fact : Nuclear Energy

A single uranium fuel pellet, the size of a pencil eraser, contains the same amount of energy as 17,000 cubic feet of natural gas or 149 gallons of oil.

2015

inday	monday	tuesday	wednesday	thursday	friday	saturday
Quick Fact : Nuclear Energy Nuclear energy is used by more than 30 countries around the world.		12 Hill Willingham NG Unload - Load Steel Tank to water	2 Sylvania GA Ocean Blue	3 Douglas GA Unload DNP Hail Bag Ocean Level 2 49	4 Liquid M2 Map / Sales ID	5 23 Berwick LA (Bayou Vista)
7 Oyo Vista Unload Commented In Pearl Harbor Day	8 Rock Hill No Load	9 off	10 B Horn Controls No Load	11 Map / Sales ID Load 2 Control House	12 24 24 Danville GA	
3 no Savannah	14 Lake City FI House Map - S.O.	15 FI Myrtle Beach	16 CKH 30161 Unload	17 Rock Hill Drop Hail Unload A/C Load	18 Rock Hill Jacksonville off	19 25 No Load 21 Rock Hill
0	21 off	22 off	23 off	24 off	25	26 26 Rock Hill 22
7 2789 TX Brytows TX	28 Dixie City Kew 48 Load HTS 48S Rock Hill	29 HTS 48S	30 Columbus - Hwy GA Rock Hill	31 New Year's Eve	Christmas Day Jan 2nd 22 4200 Jan 9th 28 3100 Jan	Kwanzaa Begins 27 x 40500

NUARY 2016

Sunday Monday Tuesday Wednesday Thursday Friday Saturday



Sirens are used to alert the community of an emergency situation. When you hear a siren, pull over and turn on your hazard lights. You may not hear the siren if you are inside a building. Hearing a siren does not mean evacuate. It means tune to a local station for information. Make sure neighbors are aware of sirens sounding.

1

off

New Year's Day

2

off 2p

8

PINE HALL ALA
Load Crossover

9

2p

Keyless ALA
Instructional Paper

3

off

4

Shop

5

Shop

6

Jonesville NC

7

Unbal

Firetruck
#16 Firetruck

PINE HALL ALA

0

11

IN
from PINE HALL ALA

12

Rack H-11

13

Shop

14

15

16

2p

off

7

off

18

Unbal AT
Test Paper

19

Shop

20

Rack H-11 SC

Blair VA
D 8 Cat
Load

21

22

23

4

25

Fayetteville GA
D Samba

26

Rack H-11

27

Shop

28

Shop

29

Shop

30

off

30

BRUARY 2016

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Shop	2 Shop	3 Rack H:11 Hardsville SC	4 Franklin VA	5 Shipyard Unload Rack H:11	6 31
8 Shop	9 Shop	10 Shop Ash Wednesday	11 Shop	12 Shop Lincoln's Birthday	13 32
4 per Bowl Sunday	15 Rack H:11 Barnesville GA	16 Natchez MS	17 Greenville SC	18 Ft Worth TX	19 Rack H:11
entire's Day	20 Loaded Gen Set. President's Day	21 GT TX	22 Unloaded	23 No Load	24 33
1	22 Rack H:11 SC Midway GA	23 Marathon FL	24	25	26 Sterling Colorado
8	29 Asphalt Tank Washington's Birthday				34
	Unload Sterling CO				



Did you know?

The Duke Energy Foundation donates more than \$25 million to empower the communities it serves. We also volunteer thousands of hours at nonprofits, including local animal rescues.

RCH 2016

Monday Tuesday Wednesday Thursday Friday Saturday



Did you know?
More than 5,000
lineworkers are part of
the Duke Energy family.

1 To Rock Hill empty from Stirling Co
2
3
4
5

7

8

9

10

11

12

3

14

15

16

17

18

19

Light Saving Time Begins

0

21

22

23 Unboxed

24

25

26

1st Day of Spring
in Sunday

7

28 Rock Hill

29

30

31

Good Friday

ster

Empty to Peoria Ill

CASEY ILL

Our lineworkers construct, operate and
maintain more than 295,000 miles of power
lines that deliver electricity to more than
seven million customers.

75

RIL 2016

Today Monday Tuesday Wednesday Thursday Friday Saturday



Means use to alert people outside in an emergency situation. When you hear a siren, you should turn to a local radio station for information. When you hear a siren inside a building, hearing a siren does not mean evacuate - it means tune to a local station for information. Make sure neighbors are aware of sirens sounding.

1	2 ³⁹
CASEY ILL	
April Fools' Day	
8	9 ⁴⁰
15	16 ⁴¹
22	23 ⁴²
29	30 ⁴³

	4	5	6	7
	CASEY	ILL		
		Trl	Backe	
Rock Hill	11	12	13	14
		Stortewant WI	3 Hummel	Rock Hill
Rock Hill	18	19	20	21
	Canoe	Petro	Mag Head No	Unlad
	Load	Foreman	Pile Driver	
	National Fireman Appreciation Day			
4	25	26	27	28
	Rock Hill	Crane Btt	Petro Carney Ill	LA Dome
	Rock Hill	TA	Unlad	
		Greenwich PA		

 Siren Test
Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson

76

Y 2016

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Rock H. II Turbine Gen Repair	2 Unload Humboldt	3 Unload Fr. Est. Gregory Poole	4 2 rounds Washington to Hope Mills NC	5 Red River TX Crawe Cinco de Mayo	6 Jackson MI Steer TIRE Blower Right Front 50
8 other's Day	9 Rock H. II Blower bag. MS	10 No Load Washington NC	11 Washington to Hope Mills NC	12 Rock H. II	13 Shop
15 5	16 Rock H. II Blower bag. MS	17 Empty	18 Port APM Elizabeth MS	19 Load Transformer	20 Valparaiso IN
22 2	23 Unload Valparaiso IN	24 Rock H. II Empty	25 Washington NC Load cat 349	26 Hope Mills Unload 349 Rock H. II	27 Shop
29 off	30 Memorial Day	31 off			28 Armed Forces Day



Did you know?

Duke Energy has solar and wind energy facilities operating in 12 states, totaling more than 2 gigawatts of electric generating capacity. That's enough energy to power more than 600,000 homes!

77

VE 2016

Monday Tuesday Wednesday Thursday Friday Saturday



Did you know?

At Duke Energy's nuclear education centers, thousands of visitors learn about energy and nuclear power every year.

			1 Black Hill Sc 2 Camp LaSalle	3 Black Hill	4 48 Camp LaSalle
			Went Run map - Arr'd		Black Hill
	6 Black Hill Sc 7 Holt Petro	8 Elizabeth city re	9 Black Hill Natchez ms	10	11 19
	Kennelly No map Base	Trade Black Hill	No Load	17 Ft Polk LA	
2	13	14 Loaded	15 Petro	16 MT Morris	18 80 Black Hill Entry
		FT Polk Flag Day	E 369	I 79 N E # 1	
9 Black Hill	20 off	21 off	22 Shop	23 Shop	24 Shop
ther's Day	First Day of Summer				25 51 off
6	27 Black Hill	28	29	30	
off	Newbury Sc Wheel Load	unloaded Mansoor Twp	Foley Equip cat 336		

Y 2016

Monday Tuesday Wednesday Thursday Friday Saturday



Sirens are used to alert people outdoors in an emergency situation. When you hear a siren, get inside and turn on a local radio or TV station for the latest information. You may not hear the siren inside a building. Hearing a siren does not mean an alarm is being sounded. For a station for information, make sure neighbors are aware of the siren sound.

				1 Hopedale NC	2 S2 Rack Hill S
			6 Rack Hill S-7	8 Unload B. Ham	9 S Rack Hill
	4 Independence Day	5	Railign NC Grave 700		Entry
0	11 Rack Hill S	12 Rack Hill	13 Rack Hill	14 Charlottesville va	15
		Silver City NC Unload	Entry Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	DLN Pointau va D 247 290 Longview	16 Rack H. 11
7	18 Rack H. 11	19	20 KY Loudon TX Spring 8.10	21 Entry Hartford WI	22
	Bot Samuel		Auto Rack Unload 1 Box	23 Heat Exchange	24 Adwenger TX
4	25 Adwenger TX	26 Unload	27 Course TX	28 Rack H. 11 Yard	29 Rack H. 11
		Heat Exchange D/O	P/O P/O Drive	30 Near Oak	31 Rack H. 11
				Try 370	

GUST 2016

Monday Tuesday Wednesday Thursday Friday Saturday

	1 Warehouse No Unload Hammer	2 Load At Accident MD Tank Stream	3	4	5	6 Unload Tank In Houster TX
7	8	9	10	11 Shop	12 Shop	13 Hook TO Load I Loaded 10 Day Prior
4	15 Blank NO	16	17 Long Island NY Unload Sim. Scrap Metal	18 Hook Diff. EL CA Riding	19 Unload At Bham Castile B-ham Ah	20
1	22	23	24 Hook to Kew and Load PC up to Tomball TX	25	26 Unload At Tomball TX At WFE Lost Betty Shir	27
8	28 P/U Chattanooga Korntal PC 470	30	31 Unload WFE Houster TX P/U College Station CA P-P-LAC			

789
Houster TX



Did you know?
According to The Nature Conservancy, nuclear power has the
smallest land-use footprint of all forms of energy generation,
including wind and solar.

PTEMBER 2016

Monday Tuesday Wednesday Thursday Friday Saturday



Did you know?

Over one-third of the electricity Duke Energy generates comes from carbon-free sources such as wind, nuclear, hydro and solar.

				1 Lawn Mower	2 Lawn Mower	3 rd Maltin Unbal
				Cat Pipe Machine 8 Rock H. 11 Port Jay	9 Load	10 th Unbal Consulate
	5 off Labor Day	6 Shop	7 Shop		King Lift	
1 = Travel	12	13	14 Nashville TN	15	16 Del Down Dr 355 Charlotte NC	17 th
			Early H/O Dale HO 355		To Nashville	off
andparents' Day						
8	19 Rock H. 11 SC	20	21 Port Clinton OH	22	23 Kingsville TN	24 th
off		me Bar Load	Delta		Petro	Nashville M2
				First Day of Autumn		
5	26 Port Hawthorn TX	27 Port Hawthorn TX	28 th Parker GA	29 To Rock H. 11	Rock H. 11 Hoke Tel 118	
	Unbal Duffin Roll		Unbal no cl	Yard Drop	To Port Area In VA on I 77 N	

TOBER 2016

Monday Tuesday Wednesday Thursday Friday Saturday



Sirens are used to alert residents of an emergency situation. When you hear a siren, please stop and tune to a local radio station for information. You may not hear the siren inside a building. Hearing a siren does not mean a siren is nearby. It means there is a local station for information. Make sure everyone is aware of sirens sounding.

Josh Hashanah begins at Sundown.

28

1

6

1

23

30

3 Rack Hill SE Test Area Halt John	4 Petro Egin EWS	5	6 Maybrook NY ex. 45	7 Rack Hill	1 65 JH
10 Rack Hill SE 41	12 Corbin KY	13 Decatur GA	14 Des Moines IA	15 Rack Hill	844 JH
Columbus Day Boon NC Cat 334	Yom Kippur (begins at Sundown) Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	19 Charlottesville	20 Savannah GA	21 Browns	Unloaded Entry
17 Rack Hill SE	18	26 Kerato TX	27 Entry to	28	29 Unloaded Fayetteville NC
24 MHL 340	31 Halloween	30 Unloaded	31 P/334		

VEMBER 2016

Monday Tuesday Wednesday Thursday Friday Saturday

 Sire will be tested on Volunteer approximately 10:00 minutes. Sire may be tested more than once (approx. 12:00) Sire will be tested on		1	2	3	4	5 th
Flight Saving Time Ends	7 Rural Hall NC to Oregon NY	8 Travel	9 Travel	10 Blomberg NJ	11	12 th
	14	15 Election Day	16 Full-Volume Siren Test (Brunswick, Harris and Robinson only)	Ext 7 T/A L3rd At Jackson Hg. Jct NY = QUEEN Loaded Kalamar At Baltimore rd Dunkirk	18 Veterans Day	19 th
20	21 Cleveland OH Unlaid at Accident Rental Store Kalamar-Fish L-FT	22	23	24	25	26 th
						48
				Thanksgiving Day		
27	28 th / Ocean Term	29 Deliver to PPKA 13:00	30	 Did you know? More than 2,000 Duke Energy employees have volunteered over 13,000 hours of their time to more than 200 nonprofit organizations, including local food banks.		

CEMBER 2016

Sunday Monday Tuesday Wednesday Thursday Friday Saturday



Did you know?

When decorating with holiday lights, consider installing light timers. Timers allow you to turn your lights on and off at specific times, saving you money without sacrificing holiday spirit.

				1 Volvo 470 Topeka KL Del. At Lunch	2	3 ⁴
	5	6	7	8	9	10
			Pearl Harbor Day			
1	12	13	14	15	16 Jeffersonville to	17
					Hartsville	
18	19 Shop	20 Wrecker	21 Trash	22	23	24
			First Day of Winter			Christmas Eve Hanukkah (Begins at Sundown)
25	26	27	28	29	30	31
Christmas Day	Kwanzaa Begins					New Year's Eve

DECEMBER						
M	T	W	T	F	S	
			1	2	3	
5	6	7	8	9	10	
12	13	14	15	16	17	
19	20	21	22	23	24	
26	27	28	29	30	31	

January 2017

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	
5	6	7	8	9	10	1
12	13	14	15	16	17	1
19	20	21	22	23	24	2
26	27	28				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	2	3 Load Sandwich Screen At Rock Hill SCREEN TRC	4 LEAVE to Summitville At 4: AM W.D. City Deliver At 1:30 Go to Nashville TN	5 P/O Sankie Downtown Nashville TN 4456 Rock crusher Deliver At Nashville TN Coal mine	6 Arrive At 12 City At 2:30	7
W Year's Day	Off	Off 345				Off
	9 Shop 8	10 Shop 8	11 Shop 4 LEAVE to MT 8 7	12 P/O 6:00 Stamp Press to Rock Hill TY 10	13 12 Ext 8 York Ave	14 10 T/A Harb
5 WE MCGraw At 2:00 Ask to Leave	16 Unload At McGraw-TX Dr. Martin Luther King, Jr. Day	17 T/A AT 789	18 10:20 LEAVE Head to Rock H. II	19 Shop till 6:00 Move Int. to 4:38 Wash 2:00 Rel	20 8:30 Dr App 203 At Shop 4:11	21 Off
2	23	24 Rock Hill de Van All Day Left At 8:30 All night Double	25 Baltimore MD Load Move Left	26 11:00 Final Early	27 Pilot E 113 64 W MT Sterling Ky	28 81 C Rail Chicago Chinese New Year
Unload over Crane St	30 Pilot Harlan	31 11:00 Dead Head to Rock H. II 8:20 m	LEAVE At 6:00 PM	All night to Boulden PA to 10:00 Rock Hill T/A St Load Leave 1:00 Greencastle PA		

JANUARY

M	T	W	T	F	S
2	3	4	5	6	7
9	10	11	12	13	14
16	17	18	19	20	21
23	24	25	26	27	28
30	31				

February 2017

MARCH

S	M	T	W	T	F
		1	2	3	
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Desaten	2 Load Cruiser Leave Reservoir 1:00 Get to Greenacres for Groundhog Day 1:00	3 No CA Permit Get H.H. 5:00 Leave for Rtt Arrive At 12:00	4 ⁸²
	6 Back H:11 2:00 to T/A Hook to Left Greenacres for	7	8 Main P.A. MC	9 9:00 AM Del more Poutine 3:00 PM P/G LA ONE	10 Wickham E 3:25	11 ⁸³ Del E King's Poutine
2	13 Shop Family Day (British Columbia)	14 Shop Valentine's Day	15 Back H:11 Shop 11:00 Middletown TX	16 Load 12:00 Metro Race Cruiser	17 Leave Oahu TX	18 ⁸⁴ 11:00 Arrive Ranch 11
coln's Birthday	20 Shop 8 AM Leave 2 PM Presidents' Day Family Day (Canada)	21 Pilot Pilot Dawsonville VA	22 Deliver San Rtt 5:00 Washington's Birthday	23 Back H:11 To O'Han P/G Loaded Load By R. Curtis Leave King's Talbotville	24 Deliver Denton Ill.	25 ⁸⁵ Rtt H:11 Arrive At 3:00 PM
6 O/S	27 Shop P/G 8 for Orthodox Tent Begins	28 Leave for 3:00 Pooler GA P/G 3:00 CL Wob		4:00 D/O Camie TX	4:00 Rtt H:11 2:00	

FEBRUARY
M T W T F S
6 7 8 9 10 11
13 14 15 16 17 18
20 21 22 23 24 25
27 28

March 2017

APRIL
S M T W T F S
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Load to Carmine TX Ash Wednesday	2 Unload Carmine TX 4:00 PM	3 Empty to Rock Hill SC 5:30 PM	4 80
	6 Rock Hill to Port Bermuda Co Load Kalam F Lift	7	8 JAMES DEER Map Del 2	9 300	10 Map Load Fork Lift ~~Get to~~	11 Leave 80 Day Light to Port Bermuda Co
2 At 3:30 get Saving Time Begins	13	14	15	16	17	18
	off		off		off St. Patrick's Day	
	20 Leave At 5:00 PM to Miami FL	21 No Load	22 Power trac	23	24 Load	25 80 Leave Port
	Spring Begins	Arrive at 9:00 AM	CAT	385 CL	Kenner Trucks	A E 308
5 Petro 368 I 75 N CAT 385	27 LEAVE Petro E 368 I 75 N	28 LOVEL E 208 I 65 N Clanton AIA.	29 Pilot T/S Parrish TX 9	30 Clay Center Kansas (Parrish Tractor Trailer Dish)	31 I/A Ocala FLA Nebraska	

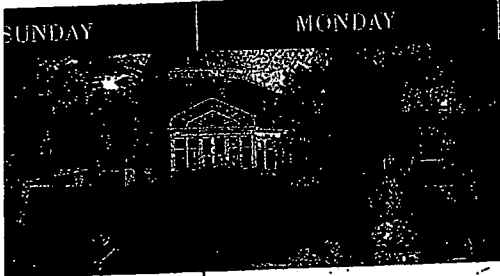
MARCH

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28	29	30	31	

April 2017

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 ⁸⁸ / A Seattle North Bend WA
2 ⁸⁸ W Longmont CO Little WA Portland OR	3 Port Unload 430 Cat 385	4 Deadhead TO Morris IL Richie Brothers	5	6 Load PC 490 All Day	7 1/2 A Eaton OH. Exit 10	8 ⁹⁰ / A Blair Columbia
9 East Area Not Sunday	10 Unload PC 490 At 400 Blackwell NJ	11 Black Hill 4 AM First Day of Passover	12 Leave at 530 AM Aiken SC Chick RAAT 48-200-200	13 off	14 off Good Friday	15 ⁹¹ / A S
6	17	18	19 mond stuff	20	21	22
Easter Orthodox Easter	Easter Monday (Canada)					Earth Da
3	24	25	26 Administrative Professionals Day	27 Rac City TO talk A&T Deal	28 Arbor Day	29
30						

APRIL
M T W T F S
3 4 5 6 7 8
10 11 12 13 14 15
17 18 19 20 21 22
24 25 26 27 28 29

May 2017

JUNE
S M T W T F S
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30

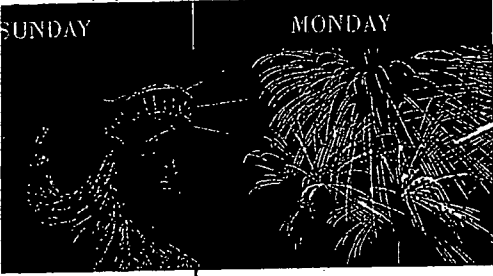
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
	May Day				Cinco de Mayo	
	8 <i>Rox city</i>	9	~~10~~	~~11~~	12	13
	<i>Deal 2 hr</i>					
4	15	16	17	18	19	20
Mother's Day						Armed Forces
1	22	23	24	25 <i>Rox city Deal 1 hr</i>	26	27
	Victoria Day (Canada)					First Day of Ra
8	29	30	31			
	Memorial Day, Observed					



MAY
M T W T F S
1 2 3 4 5 6
8 9 10 11 12 13
15 16 17 18 19 20
22 23 24 25 26 27
29 30 31

June 2017

JULY
S M T W T F S
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30 31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2 <i>Roll City Lover R D Deal</i>	3
	5	6	7	8	9	10
1	12	13	14 Flag Day	15	16	17
3	19	20	21 Summer Begins	22 <i>Roll City Lover Deal</i>	23	24 St. Jean Baptiste (Québec)
5 Father's Day	26 First Day of Eid al-Fitr	27	28	29	30	

JUNE						
M	T	W	T	F	S	
			1	2	3	
5	6	7	8	9	10	
12	13	14	15	16	17	
19	20	21	22	23	24	
26	27	28	29	30		

July 2017

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Canada Day (Can.)
	3	4 Independence Day	5	6	7	8 Race 10:00 to 11:00 Deal Nancy B
city P/O call we there	10	11 Race City 11:00 to 11:30 to try Reschedule Nancy Bob	12	13	14	15
	17	18	19	20	21	22
30	24 31	25 03 KW Taken from my House about 9:15 AM with cabal truck Called Sheriff no report on anything	26 →	27	28 Found ON my CARL	29 GP's

JULY
M T W T F S
3 4 5 6 7 8
10 11 12 13 14 15
17 18 19 20 21 22
24 25 26 27 28 29
31

August 2017

SEPTEMBER
S M T W T F S
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
26 <i>found at can house - stuff</i>	7 Civic Holiday (Canada)	8	9	10	11	12
3	14	15	16 <i>Went to Dress house got truck can't</i>	17 <i>Hire Fork to do a Chain, Delivery of truck</i>	18	19
4	21	22	23	24	25	26
5						
7	28	29	30	31		

EXHIBIT "D"

Rock City Heavy Haul, Inc.

Fam Trust Checking xxxx3532 S10

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Stat	Balance
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement		\$489.61		C		n/a
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00		R		n/a
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE		\$2,000.00		R		n/a
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursement		\$244.45		R		n/a
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00		R		n/a
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement		\$2,956.95		R		n/a
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE		\$1,000.00		R		n/a
08/06/2015	29946	Check	Mark Pafford	Equipment		\$10,000.00		R		n/a
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursement		\$2,377.61	truck 52	R		n/a
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursement		\$781.85	202098	R		n/a
07/28/2015	Debit	Check	Mark Pafford	Purchased Equipment	Mark Pafford	\$2,000.00	Cashiers Check	R		n/a
07/16/2015	29891	Check	Mark Pafford	petty cash		\$1,000.00	GARY CASH	R		n/a
07/14/2015	Debit	Check	Mark Pafford	Loan Repay - Robert Duncan		\$3,000.00		R		n/a
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursement		\$678.37		R		n/a
06/29/2015	Debit	Check	Mark Pafford	Permits and Escorts	purchased equipment	\$2,500.00	Cashiers check	R		n/a
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursement		\$492.09		R		n/a
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	\$7,000.00		R		n/a
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	\$1,000.00		R		n/a
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursement	Expense	\$138.34	202020	R		n/a
05/21/2015	29780	Check	Mark Pafford	Equipment		\$2,000.00		R		n/a

05/05/2015 29735 Check	Mark Pafford	Equipment	\$494.87	R	n/a
05/01/2015 29729 Check	Mark Pafford	Equipment	\$2,000.00	R	n/a
04/21/2015 29697 Check	Mark Pafford	Purchased Equipment	\$2,000.00	R	n/a
03/27/2015 29614 Check	Mark Pafford	Equipment	\$773.46	R	n/a
02/20/2015 29549 Check	Mark Pafford	Expense Reimbursment	\$346.69	201915R	n/a
02/10/2015 29516 Check	Mark Pafford	Expense Reimbursment	\$20.75	R	n/a

Fam Trust Checking xxxx3532 S10 Ending Balance: ~~8,200.00~~

Payee: Mark Pafford

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Reconciliati on Status	Balance
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursme nt					Reconciled	
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursme nt				201915	Reconciled	
03/27/2015	~~29544~~	Check	Mark Pafford	Equipment Purchased		4,500.00			Reconciled	
04/21/2015	29897	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/01/2015	29729	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/05/2015	29735	Check	Mark Pafford	Equipment					Reconciled	
05/21/2015	29780	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursme nt	Expense			202020	Reconciled	
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	1,000.00			Reconciled	
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	7,000.00			Reconciled	
06/18/2015	29836	Check	Mark Pafford	Expense Reimbursme nt					Reconciled	
06/29/2015	Debit ck 618781	Check	Mark Pafford	Permits and Escorts	purchased equipment	2,500.00			Reconciled	
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursme nt					Reconciled	
~~07/14/2015~~	Debit	Check	Mark Pafford	Purchased Equipment		3,000.00			Reconciled	
~~07/16/2015~~	29891	Check	Mark Pafford	petty cash		1,000.00			Reconciled	
07/28/2015	Debit	Check	Mark Pafford	Equipment	Mark Pafford	2,000.00			Reconciled	

7-7-15 CK# 29874 618.37
8-4-15 CK# 29938 795.85

Date	Check #	Check Type	Payee	Description	Amount	Status
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursement 781.85 (Hotel wight tickets)	202098	Reconciled
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursement 2377.61 Truck Ticket	truck 52	Reconciled Bought in mobile A1
08/06/2015	29946	Check	Mark Pafford	Equipment PURCHASE 10,000.00		Reconciled
09/21/2015	30031	Check	Mark Pafford	Equipment PURCHASE 1,000.00		Reconciled
10/07/2015	30085	Check	Mark Pafford	Expense Reimbursement 2954.95 Exp (Reimbursement Hotel/Misc)		Reconciled
10/19/2015	30081	Check	Mark Pafford	Equipment PURCHASE 5,000.00		Reconciled
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursement 244.45 (Hotel wight tickets)		Reconciled
11/19/2015	30109	Check	Mark Pafford	Equipment PURCHASE 2,000.00		Reconciled
12/22/2015	30161	Check	Mark Pafford	Equipment PURCHASE 5,000.00		Reconciled
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement 497.61 Exp wight tickets		Reconciled
02/19/2016	30250	Check	Mark Pafford	Equipment PURCHASE 3,000.00		Reconciled
02/19/2016	30252	Check	Mark Pafford	Expense Reimbursement		Reconciled
03/04/2016	30265	Check	Mark Pafford	Purchases 3,000.00		Reconciled
03/24/2016	30304	Check	Mark Pafford	Expense Reimbursement 500.00 Family Trust		Reconciled
03/24/2016	30302	Check	Mark Pafford	Equipment PURCHASE 671.42 Exp money		Reconciled
04/22/2016	30358	Check	Mark Pafford	Equipment PURCHASE 3,000.00		Reconciled
06/20/2016	30420	Check	Mark Pafford	Expense Reimbursement 815.24 Exp Reimbursement		Reconciled

9-9-16	30478	-	77.64	Exp money
8-22-16	30469	-	194.00	Exp money
8-10-16	30461	-	147.00	Exp money

CASH ONLY IF ALL CHECK 216-A SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPIING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST CO
1000 N. MAIN ST.
ROCK HILL, S.C. 29730

30614

4-27-17

THE
OF

Mark Pafford
per thousand 00/100

\$4000.00

DOLLARS

Grip Purchase

030614 253279559 31000000035321



Details on Back
Intuit® CheckLock™ Secure Check

CASH ON HAND ALL CASH CHECKS SECURITY FEATURE LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST RCU
ROCK HILL, SC 29730
87-7883/2532

30610

4/11/2017

PAY TO THE
ORDER OF Mark Pafford

Four Thousand and 00/100

\$**4,000.00

Mark Pafford

PROTECTED AGAINST FRAUD

DOLLARS



EMO

Robert W. Duncan

⑈030610⑈ ⑆253279659⑆3100000083532⑈

Robert W. Duncan
DBA Rock City Truck
5300 Bluebird Lane
York SC 29745

67-776/532

2/23/2017

PAY TO THE
ORDER OF MARK PAFFORD

\$ 3,000.00

Three Thousand and 00/100 ***** DOLLARS

MARK PAFFORD

MEMO

⑈001301⑈ ⑆053207766⑆ 3984118848⑈



1104 Country Hills Dr. Suite 600
Ogden, UT 84403

PAY TO THE ORDER OF

THE SUM OF

DRIVER'S LICENSE

MONEY CODE

Payable through WFB, N.A.
Chapel Hill, NC

Issued by Electronic Funds Source LLC

Mark Pafford
two thousand 00/100

162543

140672 7461850 000

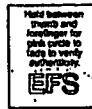


QUARTY
FEATURES INCLUDED
ON ALL CASH

Do not accept without
obtaining authorization
directly from EFS

AUTHORIZATION CODE

VALID FOR 30 DAYS AFTER AUTHORIZATION



CHECK NUMBER

66-156/531

92764363

DATE

2-27-17

U.S. DOLLARS

\$ 2000.00

This draft is not valid and will not be honored without obtaining an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:

www.efslc.com

tel: 801-624-4690 tel: 800-405-56

Draft only honored with valid authorization code and properly completed and identification verified prior to cash

⑈927643635⑈ ⑆053101561⑆ 8018014137⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Robert W. Duncan
DBA Rock City Truck
5300 Bluebird Lane
York, SC 29745

WELLS FARGO BANK, NA
07-720632

1348

1/18/2017

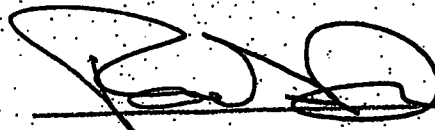
TO THE
ORDER OF MARK PAFFORD

\$ 4,000.00

Four Thousand and 00/100

DOLLARS

MARK PAFFORD



MO

⑈001348⑈ ⑆053207766⑆ 3984118848⑈

Details on Back



CheckLock™ Secure Check

RP

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

30572

12/27/2016

TO THE
ER OF Mark Pafford

\$ 4,000.00

Four Thousand and 00/100

DOLLARS

Mark Pafford

Robert W. Dineen

Details on Back
Intuit® CheckLock® Secure Check

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

ROCK HILL, SC 29730
67-7985/2532

12-2-2016

PAY TO THE
ORDER OF

MARK DAFFORD

\$ 4,000.00

Four Thousand

DOLLARS

PROTECTED AGAINST FRAUD



MEMO

CARY FURCH

030551 253279659 3100000083532

Rock City Heavy Haul Inc.

30551

12-2-2016

MARK DAFFORD

\$ 4000.00

Rock City Heavy Haul Inc.

30551

ROBERT W DUNCAN
DBA ROCK CITY TRUCK
2001 SILVERADO 2500
PO BOX 23745 MOBILE AL 36623

1162

DATE 10/28/14

PAY
TO THE
ORDER OF

Mark Pafford
two thousand 00

\$ 2000.00

DOLLARS



FOR

⑈0000001162⑈ ⑆053207766⑆ 3984118848⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30507

Rock City Heavy Machinery
16410th Avenue Road
Rock Hill, SC 29730

10-10-16

PAY TO THE
ORDER OF

Mark Tafford
Three thousand & no/100

\$ 3000.00

DOLLARS

PROTECTED AGAINST FRAUD



MEMO

⑈030507⑈ 125327405413100000003532⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30491

9/16/16

Rock City Heavy Hauling
154 North Anderson Road
Rock Hill, SC 29730

\$ 3000.00

DOLLARS

PAY TO THE ORDER OF Mark Pafford
Three thousand .00 /100

MEMO

© 2014 INTUIT INC. & 1571 FRODO BAGGINS

030491 125327965943 1000000083452

9-16-2016

Rock City Heavy Haul
154 N Anderson Road
Rock Hill SC 29745
803-324-4125

RE: Payment received

I, Mark Pafford, have received the amount of \$ 10,000.00
from Rock City Heavy Haul today as a purchase toward
equipment for Rock City Heavy Haul.

Signed MP
Date 9 16 14

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

30478

9/9/2016

PAY TO THE
ORDER OF Mark Pafford

\$77.64

Seventy-Seven and 64/100

DOLLARS

Mark Pafford

MEMO

⑈030478⑈ ⑆253279659⑆3100000083532⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
104 North Anderson Road
Rock Hill, SC 29729

30472

8-23-16

PAY TO THE
ORDER OF

Mark Pafford

\$ 4000.00

DOLLARS



MEMO

Equipment

⑈030472⑈ ⑆25527915943100000043532⑈

Details on Back
Intune CheckLock™ Secure Check

MP

ROCK CITY HEAVY HAIL INC

DRIVER

TRACTOR/TRAILER REPAIR WRITE-UP

DATE:

DRIVER: James D. Lee

TRACTOR

TRAILER

MILEAGE

12. Human Resources

Re: Donna Marie Jones

100

THE UNIVERSITY OF CHICAGO

BUY TO THE
CHECKS

References

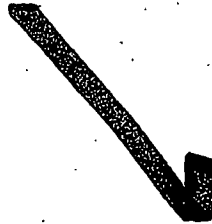
One Reading About Us and Ours

Abstract

2000

#03846R

YOUR COPY



COPY

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

PAID BY MUST FOR
ROCK HILL, SC 29730
8/10/2016

30461

8/10/2016

PAY TO THE
ORDER OF Mark Pafford

\$ 147.20

One Hundred Forty-Seven and 20/100

DOLLARS

Mark Pafford



MEMO

misc. receipts

Robert W. Dineen

ROBERT W DUNCAN
SA ROCK CITY TRUCK
5300 BLUE BIRD LN
YORK SD 57458-9908

1082

67-778/532 9375
3984118248

DATE

7-27-16

MARK Pafford

\$ 5,000.00

Five thousand dollars & 00/100

DOLLARS

 Security Features
Check for
Details

most purchase

1000010821 1053207648 3984118248

06/20/2016	~~35421~~	Check	Mark Pafford	EQUIPMENT PURCHASE	~~57,000.00~~	Reconciled
07/12/2016	~~36446~~	Check	Mark Pafford	EQUIPMENT PURCHASE	~~57,000.00~~	Reconciled
TOTAL					67,500.00	

Check Front

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30440

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-79652532

07/12/2016

PAY TO THE ORDER OF Mark Pafford \$ 3,000.00

Three thousand and 00/100 DOLLARS

16 PROTECTED AGAINST FRAUD

MEMO

Mark Pafford

Robert W. Duncan

⑈030440⑈ ⑆253279659⑆3100000083532⑈

Check Back

ENDORSE HERE

[Handwritten signature]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730

30421

6-22-16

PAY TO THE
ORDER OF

MARK Pafford

\$ 5000.00

Five Thousand dollars & 00/100

DOLLARS



MEMO

[Signature]

⑈030421⑈ ⑆253279659⑆3100000083537⑈

Details on Back
Initials CheckLock™ Secure Check

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730

30420

6-22-16

PAY TO THE
ORDER OF

Mark Pafford

\$ 815.24

Eight hundred fifteen & 24/100

DOLLARS



MEMO

[Signature]

Details on Back
Initials CheckLock™ Secure Check

ROBERT W DUNCAN
DBA ROCK CITY TRUCK
5300 BLUE BIRD LN
YORK, SC 29745-9808

1018

67-776/532 9375
3984118848

DATE

5-12-16

PAY
TO THE
ORDER OF

Mark Pafford

\$ 20,000

Twenty Thousand & 00/100

DOLLARS



Security
Features on
Back



Wells Fargo Bank, N.A.
South Carolina
wellsfargo.com

FOR

Purchase Truck

[Signature]

MP

⑈0000001018⑈ ⑆053207766⑆ 3984118848⑈

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30356

11/27/2016

PAY TO THE
ORDER OF Mark Pafford

\$ 3,000.00

Three thousand and 00/100*****

DOLLARS



MEMO

30356

Details on Back
IntelliCheck™ Secure Check

671.42

Fam Trust Checking xxxx3532 S10

671.42

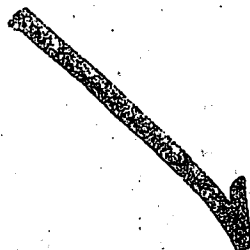
Rock City Heavy Haul Inc.

30302

03/24/2016

Mark Pafford

671.42



Fam Trust Checking xxxx3532 S10

671.42

10059/10059 874570 (6/15)



6548 06 85453 03/19/2016 4555

Rev 2/14

RETURN POLICY DEFINITIONS

Please contact the Manager about any issues with your stay. Ramada or affiliates may contact you about goods and services unless you call 877-227-3557 or write to Wyndham Worldwide Hotels, Inc. 1 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Ramada Worldwide website about privacy.

Thank you for staying with us.
It was our pleasure to serve you.

589.90

554.90

03/24/2016

Mark Pafford

5,000.00

Fam Trust Checking xxxx3532 S10

Rock City Heavy Haul Inc.

03/24/2016

Mark Pafford

5,000.00

30301

5,000.00

Fam Trust Checking xxxx3532 S10

5,000.00

10059/10059 874570 (8/15)



100591

Rev 2/14

ONLY IF ALL SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COIN

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST PCU
ROCK HILL, SC 29730
87-79652632

30265

03/04/2016

\$ 3,000.00

PAY TO THE
ORDER OF Mark Pafford

Three thousand and 00/100

DOLLARS



Mark Pafford

Robert W. Duncan

⑈030265⑈ 1253279659⑈31000000083532⑈

120

X

CALLED

Rock City Heavy Haul Inc.
151 North Anderson Road
Rock Hill, SC 29730

PAY TO THE ORDER OF *Mark Pafford*
Jim Thompson & no. /w

12-16-15

\$ *[REDACTED]* DOLLARS

[Signature]

MEMO

⑆030161⑆ ⑆163279659⑆ ⑆100000083532⑆

Rock City Heavy Haul Inc.
151 North Anderson Road
Rock Hill, SC 29730

Outside of Bank

Inside Check only - No Cash

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST ECU
ROCK HILL, SC 29730
87-10852332

80107

11/17/2015

PAY TO THE ORDER OF Mark Pafford

Two hundred forty-four and 45/100

\$ ~~244.45~~

DOLLARS

MEMO

Robert W. Pafford

⑆030107⑆ 125327965913100000083532⑆

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST ECU
ROCK HILL, SC 29730
87-10852332

80109

11-19-15

PAY TO THE ORDER OF Mark Pafford

Two Thousand & no/100

\$ ~~2000.00~~

DOLLARS

MEMO

Robert W. Pafford

⑆030109⑆ 125327965913100000083532⑆

X

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

PAULEY TRUCK RENTAL
ROCK HILL, S.C. 29730
AT 10001232

10-19-15

PAY TO THE ORDER OF MARK P. PARD \$ 4000.00

Four Thousand & no/100 DOLLARS

Robert D. Purnell

NEW

⑆03008⑆ ⑆1253279659⑆31000000083532⑆

Called
M/D

CASH ONLY IF ALL CIRCLED SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPIING

Rock City Heavy Haul Inc.
164 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST PCU
ROCK HILL, SC 29730
87-78052532

29835

8/16/2015 - 15

PAY TO THE ORDER OF Mark Pafford

Seven Thousand and 00/100

Mark Pafford

\$ 7,000.00

DOLLARS

3,000.00 Labor
4,000.00 Equipment
Per RD [Signature]

⑆029835⑆ 15253229659⑆31000000083532⑆

Robert W. Dineen

⑆029945⑆ ⑆253279659⑆3⑆00000083532⑆

Robert W. Dineen

Mark Pafford

Ten thousand and 00/100

XXX ARE

\$ 10,000.00

Mark Pafford

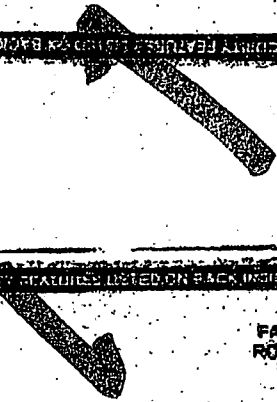
08/08/2015

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-79652532

29946

CASH ONLY IF ALL CHECK CASH SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COUPOING



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-79652532

29945

08/05/2015

PAY TO THE ORDER OF Mark Pafford

\$ 2,377.61

Two thousand three hundred seventy-seven and 61/100

DOLLARS

Mark Pafford

Robert W. Dineen

⑆029945⑆ ⑆253279659⑆3⑆00000083532⑆

(TWER - WIEKER bill)

Wells Fargo Bank
Transaction Receipt

MANK

Store #00000327.0

Deposit

Account Number	XXXXXX1048
CHK 00067	
Number of Checks	1
Total Checks Amount	\$3,000.00
Total Deposit	\$3,000.00

Deposit will be available:

Date	Amount
07/17/2015	~~XXXXXX~~
07/18/2015	~~XXXXXX~~

Pg 1

Transaction # 144 0176
34:03PM 07/17/15
Deposit Credit Date: 07/17/15

Thank you, WHITNEY

CASH ONLY IF ALL CHECKSTOP SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPIING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST PCU
ROCK HILL, SC 29730
67-70002532

29874

07/07/2015

PAY TO THE ORDER OF Mark Pafford

Six hundred seventy-eight and 37/100

Mark Pafford

Robert W. Duncan

⑆029874⑆ ⑆253279859⑆3100000083532⑆

Expense Money (Hotel weight tickets)

CASH ONLY IF ALL CHECKSTOP SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPIING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST PCU
ROCK HILL, SC 29730
67-70002532

29838

08/04/2015

PAY TO THE ORDER OF Mark Pafford

Seven hundred eighty-one and 85/100

Mark Pafford

Robert W. Duncan

⑆029938⑆ ⑆253279859⑆3100000083532⑆

Expense Money
(Hotel weight tickets)

CASH ONLY IF ALL "PASSLOCK" SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
87-78862532

29835

8/16/2019 - 7.5

PAY TO THE ORDER OF Mark Pafford

Seven Thousand and 00/100

Mark Pafford

\$ 7,000.00

DOLLARS

Mark Pafford

29835 125327965913100000083532

⑈029945⑈ ⑆253279659⑆3100000083532⑈

[Signature]



Mark Pafford

DOLLARS

Ten thousand and 00/100

\$ 10,000.00

PAY TO THE ORDER OF Mark Pafford

08/06/2015

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
87-70652532

29946

CASH ONLY AND SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPIING

29945

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
87-70652532

08/05/2015

PAY TO THE ORDER OF Mark Pafford

\$ 2,377.61

Two thousand three hundred seventy-seven and 61/100

DOLLARS

Mark Pafford



Robert W. Duncanson

⑈029945⑈ ⑆253279659⑆3100000083532⑈

CASH ONLY IF ALL CHECKSAFE SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7883/2532

29803

5/29/5

PAY TO THE
ORDER OF

Marie Pafford

\$ 1000.00

One thousand and no/100

DOLLARS

A TAMPER RESISTANT TONER AREA A



MEMO

Richard

⑈029803⑈ ⑆253279659⑆3100000083532⑈

4183214045

3
2
1
0
9
8
7
6

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
184 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7985/2532

29780

5/21/2015

PAY TO THE
ORDER OF

Mark Pafford

\$ 2,000.00

Two Thousand and 00/100

DOLLARS

Mark Pafford

A TAMPER RESISTANT TONER AREA A

MEMO

Robert W. Duncan

⑆029780⑆ ⑆253279659⑆3100000083532⑆

⑆025590273⑆

LABOR MADE
05/20/15

Rock City Heavy Haul Inc.

Mark Pafford

5/1/2015

29729

2,000.00

Fam Trust Checking x

2,000.00

Rock City Heavy Haul Inc.

Mark Pafford

5/1/2015

29729

2,000.00

Fam Trust Checking x

2,000.00

26068 651315 (10/13)



015711

Rev 11/11

Rock City Heavy Haul Inc.

Mark Pafford

4/21/2015

29697

2,000.00

Fam Trust Checking x

2,000.00

Rock City Heavy Haul Inc.

Mark Pafford

4/21/2015

29697

2,000.00

Fam Trust Checking x

2,000.00

26068 651315 (10/13)



015711

Rev 11/11

EXHIBIT "E"

Mark Patton wages
Start Date February 10, 2015
End Date April 30, 2017

Prepared by Debbie Carson								
Contact Information 234-525-8728								
Week Ending	Amount Earned	Amount Paid	Check Number	Amount Due	Expenses Paid	Check Number	Equipment Paid	Check Number
2/14/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
2/21/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
2/28/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
3/7/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
3/14/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
3/21/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
3/28/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
4/4/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
4/11/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
4/18/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
4/25/2015	\$ 1,000.00	\$ 2,000.00	29697	\$ (1,000.00)				
5/2/2015	\$ 1,000.00	\$ 2,000.00	29729	\$ (1,000.00)				
5/9/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
5/16/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
5/23/2015	\$ 1,000.00	\$ 2,000.00	29780	\$ (1,000.00)				
5/30/2015	\$ 1,000.00	\$ 1,000.00	29803	\$ -				
6/6/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
6/13/2015	\$ 1,000.00	\$ -		\$ 1,000.00				
6/20/2015	\$ 1,000.00	\$ 2,000.00	29835	\$ (1,000.00)			\$ 5,000.00	29835
*6/27/2015	\$ 1,500.00	\$ 2,500.00	618781	\$ (1,000.00)				
7/4/2015	\$ 1,500.00	\$ 2,500.00	61871	\$ (1,000.00)				
7/11/2015	\$ 1,500.00	\$ -		\$ 1,500.00	\$ 678.37	29874		
7/18/2015	\$ 1,500.00	\$ 3,000.00	620178	\$ (1,500.00)				
7/25/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
8/1/2015	\$ 1,500.00	\$ 3,000.00	CASH & 620712	\$ (1,500.00)				
8/8/2015	\$ 1,500.00	\$ -		\$ 1,500.00	\$ 781.85	29938	\$ 10,000.00	29946
8/15/2015	\$ 1,500.00	\$ -		\$ 1,500.00	\$2,377.61	29945		
8/22/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
8/29/2015	\$ 1,500.00	\$ 2,000.00	Gary Dep	\$ (500.00)				
9/5/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
9/12/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
9/19/2015	\$ 1,500.00	\$ 1,000.00	Gary Dep	\$ 500.00				
9/26/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
10/3/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
10/10/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
10/17/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
10/24/2015	\$ 1,500.00	\$ 5,000.00	30081	\$ (3,500.00)				
10/31/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
11/7/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
11/14/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
11/21/2015	\$ 1,500.00	\$ 2,000.00	30109	\$ (500.00)				
11/28/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
12/5/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
12/12/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
12/19/2015	\$ 1,500.00	\$ 5,000.00	30161	\$ (3,500.00)				
12/26/2015	\$ 1,500.00	\$ -		\$ 1,500.00				
Total 2015	\$ 59,500.00	\$ 35,000.00		\$ 24,500.00	\$3,837.83		\$ 15,000.00	
1/2/2016	\$ 1,500.00	\$ -		\$ 1,500.00				

Mark Pattord Wages
Start Date February 10, 2015
End Date April 30, 2017

Week Ending	Amount Earned	Amount Paid	Check Number	Amount Due	Expenses Paid	Check Number	Equipment Paid	Check Number
1/9/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
1/16/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
1/23/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
1/30/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
2/6/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
2/13/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
2/20/2016	\$ 1,500.00	\$ 3,000.00	30251	\$ (1,500.00)				
2/27/2016	\$ 1,500.00			\$ 1,500.00				
3/5/2016	\$ 1,500.00	\$ 3,000.00	30265	\$ (1,500.00)				
3/12/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
3/19/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
3/26/2016	\$ 1,500.00	\$ 5,000.00	30301	\$ (3,500.00)	\$ 671.42	30302		
4/2/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
4/9/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
4/16/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
4/23/2016	\$ 1,500.00	\$ 3,000.00	30356	\$ (1,500.00)				
4/30/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
5/7/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
5/14/2016	\$ 1,500.00	\$ -		\$ 1,500.00			\$ 20,000.00	1018
5/21/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
5/28/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
6/4/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
6/11/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
6/18/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
6/25/2016	\$ 1,500.00	\$ 5,000.00	30421	\$ (3,500.00)	\$ 815.24	30420		
7/2/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
7/9/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
7/16/2016	\$ 1,500.00	\$ 3,000.00	30440	\$ (1,500.00)				
7/23/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
7/30/2016	\$ 1,500.00	\$ -		\$ 1,500.00			\$ 5,000.00	1082
8/6/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
8/13/2016	\$ 1,500.00	\$ -		\$ 1,500.00	\$ 147.20	30461		
8/20/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
8/27/2016	\$ 1,500.00	\$ 4,000.00	30472	\$ (2,500.00)	\$ 194.00	30469	\$ 4,000.00	30472
9/3/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
9/10/2016	\$ 1,500.00	\$ -		\$ 1,500.00	\$ 77.64	30478		
9/17/2016	\$ 1,500.00	\$ 3,000.00	30491	\$ (1,500.00)			\$ 10,000.00	CASH
9/24/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
10/1/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
10/8/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
10/15/2016	\$ 1,500.00	\$ 3,000.00	30507	\$ (1,500.00)				
10/22/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
10/29/2016	\$ 1,500.00	\$ 2,000.00	1162	\$ (500.00)				
11/5/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
11/12/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
11/19/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
11/26/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
12/3/2016	\$ 1,500.00	\$ 4,000.00	30551	\$ (2,500.00)				
12/10/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
12/17/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
12/24/2016	\$ 1,500.00	\$ -		\$ 1,500.00				
12/31/2016	\$ 1,500.00	\$ 4,000.00	30572	\$ (2,500.00)				

Mark Parron wages
Start Date February 10, 2015
End Date April 30, 2017

	Amount	Amount	Check	Amount	Expenses	Check	Equipment	Check
Week Ending	Earned	Paid	Number	Due	Paid	Number	Paid	Number
Total 2016	\$ 79,500.00	\$ 42,000.00		\$ 37,500.00	\$1,905.50		\$ 39,000.00	
1/7/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
1/14/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
1/21/2017	\$ 1,500.00	\$ 4,000.00	1348	\$ (2,500.00)				
1/28/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
2/4/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
2/11/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
2/18/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
2/25/2017	\$ 1,500.00	\$ 3,000.00	1301	\$ (1,500.00)				
3/4/2017	\$ 1,500.00	\$ 2,000.00	92764363	\$ (500.00)				
3/11/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
3/18/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
3/25/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
4/1/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
4/8/2017	\$ 1,500.00	\$ -		\$ 1,500.00				
4/15/2017	\$ 1,500.00	\$ 4,000.00	30610	\$ (2,500.00)			\$ 4,000.00	30614
Total 2017	\$ 22,500.00	\$ 13,000.00		\$ 9,500.00	\$ -		\$ 4,000.00	
Total 2015-2017	\$161,500.00	\$ 90,000.00		\$ 71,500.00	\$5,743.33		\$ 58,000.00	
Total Amount Due				\$ 71,500.00	\$95,000.00	\$58,000.00	\$37,000.00	
Total Wages & Equipment Due	\$ 108,500.00							
Total Wages Due			\$ 161,500.00		Total Equipment		\$ 95,000.00	
If all payments were applied to Wages			\$ 148,000.00		Apply all Payments		\$ 148,000.00	
Balance of Wages Due			\$ 13,500.00		Balance Equipment		\$ (53,000.00)	
Equipment Agreement			\$ 95,000.00		Total Wages Due		\$ 161,500.00	
Total Amount Due			\$ 108,500.00		Total Amount Due		\$ 108,500.00	

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]
MARK GILES PAFFORD,]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

C.A. No. 2017-CP-46-02487

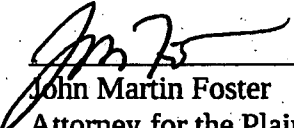
The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Notice and Motion to Strike Answer, for Summary Judgment and in the alternative, to Amend, pursuant to Rules 12(f), 15(a), 56(a), S.C.R.C.P., with attachments; and This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by hand delivering copies of the same to the following persons, or by leaving the same at that person's office with that person's clerk or some other person in charge thereof, or by leaving it in a conspicuous place therein; of if the office was closed or the person to be served has no office, by leaving a copy at that person's dwelling place or usual place of abode with some person of suitable age and discretion then residing therein, all pursuant to Rule 6(b), S.C.R.C.P.

Stephen D. Schusterman
Attorney for Defendant
P.O. Box 4211
Rock Hill, South Carolina 29731


John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
Rock Hill, South Carolina 29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

December 6, 2017

Rock Hill, South Carolina

FILED-RECEIVED
2017 DEC 11 AM 8:19
DAVID HAMILTON
C.C.P. & S.S.
YORK COUNTY, SC

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD,]
Plaintiff,]
v.]
ROBERT WAYNE DUNCAN, Jr.,]
Defendant.]

CERTIFICATE OF SERVICE

C.A. No. 2017-CP-46-02487

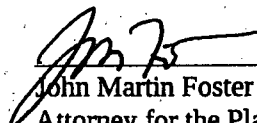
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Notice and Motion to Strike Answer, for Summary Judgment and in the alternative, to Amend, pursuant to Rules 12(f), 15(a), 56(a), S.C.R.C.P., with attachments; and This Certificate of Service

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Stephen D. Schusterman
Attorney for Defendant
P.O. Box 4211
Rock Hill, South Carolina 29731


John Martin Foster
Attorney for the Plaintiff

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jmfoster@comporium.net

December 6, 2017
Rock Hill, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Mark Giles Pafford
Plaintiff

vs.

Robert Wayne Duncan, Jr.
Defendant.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case No: 2017 CP 46-2487

AFFIDAVIT OF ROBERT
WAYNE DUNCAN, JR.

FILED-RECEIVED
2018 JAN 16 PM 3:30
DAVID J. HAMILTON
CLERK OF COURT
C.C.P. & G.S.
YORK COUNTY, SC

PERSONALLY APPEARED before me Robert Wayne Duncan, Jr, who being duly sworn and deposed says that he is the Defendant in the foregoing action and that the facts set forth in this Affidavit are true and based on his own knowledge.

In 2015, Avrid Reitter asked me if I was in the market to purchase a truck and trailers for \$85,000.00 and introduced me to Mr. Pafford. Prior to this date, I never met Mr. Pafford, but the cost of the equipment he was offering for me to purchase was fair so I agreed. He stated he would be getting two more attachments that he could sell me for \$10,000.00 and I said I was interested in purchasing the attachments as well. Mr. Pafford never brought me the attachments. When we agreed that I would purchase the equipment, there was never a set amount that would be paid or when the payments would end. We simply agreed that I would pay him for the equipment.

Additionally, Mr. Pafford also asked whether I could give him a job because he needed work. I decided to allow Mr. Pafford to work as an independent contractor. He would be a driver and I would pay him \$1,000.00 per week. This was not the ideal situation because due to

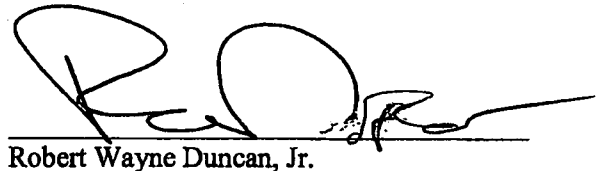
his background he was not permitted to enter any military installations and that is where most of my work was performed. Mr. Pafford worked as an independent contractor from February, 2015 until April, 2017. While he worked for me I also made payments to him on the equipment (See attached Exhibits). Additionally, Mr. Pafford asked if he could bring two of his personal vehicles into my body shop to be worked on and we agreed that the cost of the repairs would be deducted from his pay.

Subsequent to my purchase, I discovered that one of the trailers that I had purchased and was in my possession was reported stolen years prior and Mr. Pafford reported it to his insurance company and I assume he was ultimately paid for the trailer by the insurance company. After learning of this and Mr. Pafford had not given me the titles to the truck and trailers I was very suspicious. When I asked about the title to the truck, he showed it to me and it was titled in a female's name. I confronted Mr. Pafford about the lack of titles and the stolen trailer because I was beginning to think that the equipment that he sold me was stolen. Soon thereafter, the truck and trailer disappeared and I was informed by Mr. Pafford that he had repossessed them for non-payment. I was absolutely shocked because I had been paying for these items regularly. I have paid Mr. Pafford \$169,000.000 since I met him and he had no right to remove these items off my property. I believe he took these items because I confronted him about them being stolen and told him I was going to check with the police department.

I was able to locate the trailer in Chester County and I went and retrieved it. The truck had a GPS on it and it was showing it was parked on Mr. Paffords' property. I spoke to Mr. Pafford and I brought him \$5,000.00 in cash and he gave me the truck back. I parked it at my home. Approximately two weeks later, Mr. Pafford entered my property, broke into my garage and stole the truck. He did approximately \$15,000.00 worth of damage which has not yet been

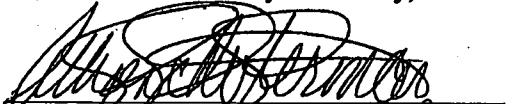
repaired. He drove my truck through my garage door which cost over \$5,000.00 to repair. (See attached exhibit). Mr. Pafford was ultimately arrested for damage to property and trespassing. After his arrest, Mr. Pafford was lurking at the fence at my business. I walked over and saw that he had something in his hand and then ran up the train tracks as I approached. I called the Sheriff's Department and reported it because part of his bond conditions was that he was not enter my business or home property. He was arrested again for trespassing.

I have sat down with Mr. Pafford in my office and we have gone over all the payments that I have made to him. He agreed that he had been paid in full. I do not believe that Mr. Pafford will ever accept that he has been paid so he can continuously extort money from me or take the equipment back from me and re-sell it to someone else.



Robert Wayne Duncan, Jr.

Subscribed to and sworn to
before me this 16th day of January, 2018



Notary Public for South Carolina
My Commission expires: 3/4/24

Rock City Heavy Haul, Inc.

Fam Trust Checking xxxx3532 S10 Ending Balance: \$16,038.43

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Stat	Balance
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursment		\$20.75			R	n/a
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursment		\$346.69		201915	R	n/a
03/27/2015	29614	Check	Mark Pafford	Equipment		\$773.46			R	n/a
04/21/2015	29697	Check	Mark Pafford	Purchased Equipment		\$2,000.00			R	n/a
05/01/2015	29729	Check	Mark Pafford	Equipment		\$2,000.00			R	n/a
05/05/2015	29735	Check	Mark Pafford	Equipment		\$494.87			R	n/a
05/21/2015	29780	Check	Mark Pafford	Equipment		\$2,000.00			R	n/a
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursment	Expense	\$138.34		202020	R	n/a
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	\$1,000.00			R	n/a
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	\$7,000.00	★		R	n/a
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursment		\$492.09			R	n/a
06/29/2015	Debit	Check	Mark Pafford	Permits and Escorts	purchased equipment	\$2,500.00			R	n/a
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursment		\$678.37			R	n/a
07/14/2015	Debit	Check	Mark Pafford	Purchased Equipment		\$3,000.00			R	n/a
07/16/2015	29891	Check	Mark Pafford	petty cash		\$1,000.00			R	n/a
07/28/2015	Debit	Check	Mark Pafford	Purchased Equipment	Mark Pafford	\$2,000.00			R	n/a
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursment		\$781.85		202098	R	n/a
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursment		\$2,377.61		truck 52	R	n/a
08/06/2015	29946	Check	Mark Pafford	Equipment		\$10,000.00			R	n/a
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE		\$1,000.00			R	n/a
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement		\$2,956.95			R	n/a
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00			R	n/a
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursment		\$244.45			R	n/a
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE		\$2,000.00			R	n/a
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00			R	n/a
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement		\$489.61			R	n/a
02/19/2016	30250	Check	Mark Pafford	EQUIPMENT PURCHASE		\$3,000.00			R	n/a
02/19/2016	30252	Check	Mark Pafford	Expense Reimbursement		\$288.54			R	n/a
03/04/2016	30265	Check	Mark Pafford	Purchases		\$3,000.00			R	n/a
03/24/2016	30301	Check	Mark Pafford	Expense Reimbursement		\$671.42			R	n/a
03/24/2016	30302	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00			R	n/a
04/22/2016	30356	Check	Mark Pafford	EQUIPMENT PURCHASE		\$3,000.00			R	n/a
06/20/2016	30420	Check	Mark Pafford	Expense Reimbursement		\$815.24			R	n/a
06/20/2016	30421	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00			R	n/a
07/12/2016	30440	Check	Mark Pafford	EQUIPMENT PURCHASE		\$3,000.00			R	n/a

EFS
1104 Country Hills Dr., Suite 600
Ogden, UT 84403



CHECK NUMBER
66-156/531 837493668
DATE 9-23-15

PAY TO THE ORDER OF

Mark Pafford

THE SUM OF

one thousand five hundred

U.S. DOLLARS

\$1500.00

DRIVER'S LICENSE
Number

State

Do not accept without
obtaining authorization
directly from EFS

This draft is not valid and will not be honored without obtaining
an authorization code from EFS. To authorize, key the
MoneyCode into the POS terminal or go to:

www.efslc.com

tel: 801-624-4690 tel: 800-405-5601

Draft only honored with valid authorization code and when
properly completed and identification verified prior to cashing.

MONEYCODE

140672 3541009 000

AUTHORIZATION CODE

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC



VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493668⑈ ⑆053101561⑆ 8018014137⑈

EFS
1104 Country Hills Dr., Suite 600
Ogden, UT 84403



CHECK NUMBER
66-156/531 837493659
DATE 9-23-15

PAY TO THE ORDER OF

Mark Pafford

THE SUM OF

one thousand five hundred

U.S. DOLLARS

\$1500.00

DRIVER'S LICENSE
Number

State

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directly from EFS

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MONEYCODE

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AUTHORIZATION CODE

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Chapel Hill, NC
Issued by Electronic Funds Source LLC



VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493659⑈ ⑆053101561⑆ 8018014137⑈

EFS
1104 Country Hills Dr., Suite 600
Ogden, UT 84403



CHECK NUMBER
66-156/531 837493677
DATE 9-23-15

PAY TO THE ORDER OF

Mark Pafford

THE SUM OF

one thousand

U.S. DOLLARS

\$1,000.00

DRIVER'S LICENSE
Number

State

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MONEYCODE

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Issued by Electronic Funds Source LLC



VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493677⑈ ⑆053101561⑆ 8018014137⑈

Ogden, UT 84403

PAY TO THE ORDER OF Mark Payford

THE SUM OF One thousand five hundred U.S. DOLLARS \$ 1500.00

DRIVER'S LICENSE
Number _____ State _____

MONEYCODE
140672 3885081-000

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

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149303

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tel: 801-624-4690 tel: 800-405-560

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VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493326⑈ ⑆053101561⑆ 8018014137⑈

EFS
1104 Country Hills Dr., Suite 600
Ogden, UT 84403

PAY TO THE ORDER OF Mark Payford

THE SUM OF One thousand five hundred U.S. DOLLARS \$ 1500.00

DRIVER'S LICENSE
Number _____ State _____

MONEYCODE
140672 3920958 000

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE
149125

www.efslc.com
tel: 801-624-4690 tel: 800-405-560

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VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493317⑈ ⑆053101561⑆ 8018014137⑈

EFS
1104 Country Hills Dr., Suite 600
Ogden, UT 84403

PAY TO THE ORDER OF Mark Payford

THE SUM OF One thousand U.S. DOLLARS \$ 1000.00

DRIVER'S LICENSE
Number _____ State _____

MONEYCODE
140672 4028589 000

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE
1488491

www.efslc.com
tel: 801-624-4690 tel: 800-405-560

Draft only honored with valid authorization code and when properly completed and identification verified prior to cashing

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493308⑈ ⑆053101561⑆ 8018014137⑈

**EFS** electronicSM
funds
source[HOME](#)[ACTIONS](#)[REPORTS](#)[VIRTUAL MASTERCARD](#)[LINKS](#)**Electronic Cash Retrieval**

Processing Please Wait. This may take a few minutes.

PLEASE DO NOT HIT THE BACK OR REFRESH BUTTON.

ECR Confirmation

(Issuer)Account Number 140672

Branch Number 000099

Transaction Number 3920958-000

**** MoneyCode 140672 3920958 000** Give This Number To Driver****** Transaction Amount: 1500.00**

Unit Number 52

Payee mark pafford

Explanation

Waybill #

Product Cash Advance

Repair Order

General Ledger

**EFS** electronicSM
funds
source

4000.00

HOME

ACTIONS

REPORTS

VIRTUAL MASTERCARD

LINKS

Electronic Cash Retrieval

Processing Please Wait. This may take a few minutes.

PLEASE DO NOT HIT THE BACK OR REFRESH BUTTON.

ECR Confirmation

(Issuer)Account Number 140872

Branch Number 000099

Transaction Number 3885081-000

**** MoneyCode 140872 3885081 000** Give This Number To Driver****** Transaction Amount: 1500.00**

Unit Number 52

Payee mark pafford

Explanation

Waybill #

Product Cash Advance

Repair Order

General Ledger

Replacement
Checks

**EFS** electronicSM
funds
source[HOME](#)[ACTIONS](#)[REPORTS](#)[VIRTUAL MASTERCARD](#)[LINKS](#)

Electronic Cash Retrieval

Processing Please Wait. This may take a few minutes.
PLEASE DO NOT HIT THE BACK OR REFRESH BUTTON.

ECR Confirmation

(Issuer)Account Number 140672
Branch Number 000099
Transaction Number 4028589-000
** MoneyCode 140672 4028589 000** Give This Number To Driver
** Transaction Amount: 1000.00
Unit Number 52
Payee mark pafford
Explanation
Waybill #
Product Cash Advance
Repair Order
General Ledger

ROBERT W DUNCAN
DBA ROCK CITY TRUCK
5380 BLUE BIRD LN
YORK, SC 29745-9608

1018

67-776/532 9375
3984118848

DATE 5-12-16

PAY
TO THE
ORDER OF

Mark Pafford

\$ 20,000

Twenty Thousand + 00/100

DOLLARS



Wells Fargo Bank, N.A.
South Carolina
wellsfargo.com

FOR

Purchase Truck

[Signature]

⑈0000001018⑈ ⑆053207766⑆ 3984118848⑈

View Check: #030472 Amount: \$4,000.00 Date: 8/23/2016

Print Check

Check Front

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7965/2532

30472

8-23-16

PAY TO THE ORDER OF Mark Pafford \$ 4000.00

Four thousand and 00/100 DOLLARS

MEMO Equipment Purchase

030472 25327965943100000083532

PROTECTED AGAINST FRAUD

Details on Back

Check Back

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

As the issuer, this Checklock™
Secure Plus check may help reduce
your risk of fraud and liability.
To learn how to protect your business,
call our check fraud experts at
1-800-548-0289 or visit:
www.intuitmarket.com/fraudcenter

ORIGINAL DOCUMENT

REPLICATING, FORGING OR ALTERING THIS CHECK IS EXTREMELY
DIFFICULT DUE TO CHECKLOCK™ HIGH SECURITY FEATURES

SECURITY FEATURES

DO NOT CASH IF:

- Pattern on front of check does not vary in color from edge to edge
- Word "Checklock™" is not visible in paper when held to light
- Pink icon does not fade & reappear when rubbed or breathed on
- "INTUITCHECKLOCK™ SECURITY SYSTEM" not visible with magnification
- Stains or spots appear on front or back
- Ink on back looks pink, or has disappeared
- Printed information appears tampered with
- Pink discoloration appears in front and back of check
- Check is torn, stained, scratched and/or shows signs of paper damage
- White and blue fibers are not visible under ultraviolet light
- "VOID" appears clearly to the left of this message
- "ORIGINAL DOCUMENT" cannot be read

VOID indication

Security Woven® on Back

Listed and not listed check security features exceed industry standards.

Product design is a contribution of Check Payment Systems Association

9-16-2016

Rock City Heavy Haul
154 N Anderson Road
Rock Hill SC 29745
803-324-4125

RE: Payment received

I, Mark Pafford, have received the amount of \$ 10,000.00
from Rock City Heavy Haul today as a purchase toward
equipment for Rock City Heavy Haul.

Signed

MP

Date

9-14-16

View Check: #030610 Amount: \$4,000.00 Date: 4/13/2017

Print Check

Check Front

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7885/2532

30610

4/11/2017

PAY TO THE ORDER OF Mark Pafford \$4,000.00

Four Thousand and 00/100 DOLLARS

Mark Pafford

Robert W. Duncan

MEMO

030610 253279659031000000835320

Check Back

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

As the issuer, this CheckLock™ Secure Plus check may help reduce your risk of fraud and liability.

To learn how to protect your business, call our check fraud experts at 1-800-548-0289 or visit: www.intuitmarket.com/fraudcenter

REPLICATING, FORGING OR ALTERING THIS CHECK IS EXTREMELY DIFFICULT DUE TO CheckLock™ HIGH SECURITY FEATURES.

SECURITY FEATURES:

- Pattern: A part of check does not vary in color from edge to edge.
- Microprint: Microprint "171" is not visible in paper when held to light.
- Heat Sensitive Ink: Ink on back looks pink or has disappeared.
- Security Border or Microprint Lines: Printed information appears tampered with.
- Fugitive Ink on Back: Pink discoloration appears in Protected Areas.
- Chemically Sensitive Paper: Ink on back looks pink or has disappeared.
- Protected Against Fraud Area: Printed information appears tampered with.
- Visible Fibers: Pink discoloration appears in Protected Areas.
- Invisible Fibers: Pink discoloration appears in Protected Areas.
- VOID: "VOID" appears clearly to the left of this message.
- ORIGINAL DOCUMENT: "ORIGINAL DOCUMENT" cannot be read.

VOID: "VOID" appears clearly to the left of this message.

ORIGINAL DOCUMENT: "ORIGINAL DOCUMENT" cannot be read.

DATE	CHECK #	AMOUNT
4/21/2015	29697	2000.00
5/1/2015	29729	2000.00
5/21/2015	29780	2000.00
5/29/2015	29803	1000.00
6/16/2015	29835	7000.00
6/29/2015	EFS	2500.00
7/14/2015	CASH	3000.00
7/16/2015	EFS	1000.00
7/28/2015	EFS	2000.00
8/6/2015	29946	10000.00
9/21/2015	30031	1000.00
10/19/2015	30081	5000.00
11/19/2015	30109	2000.00
12/22/2015	30161	5000.00
2/19/2016	30251	3000.00
3/4/2016	30265	3000.00
3/24/2016	30301	5000.00
4/22/2016	30356	3000.00
6/20/2016	30421	5000.00
7/10/2016	CASH	3000.00
7/12/2016	30440	3000.00
7/27/2017	1082	5000.00
9/23/2015	EFS	4000.00
5/10/2016	1018	20000.00
8/23/2016	30472	4000.00
9/16/2016	CASH	10000.00
9/16/2016	30491	3000.00
10/10/2016	30507	3000.00
10/27/2016	1162	2000.00
12/2/2016	30551	4000.00
12/27/2016	30572	4000.00
1/31/2017	1348	4000.00
2/23/2017	1301	3000.00
2/27/2017	EFS	2000.00
4/11/2017	30610	4000.00
4/27/2017	30614	4000.00
6/30/2017	CASH	5000.00
2005 PETERBILT	INVOICE	8000.00
		159500.00
TOTAL PAYROLL	96 WEEKS	96000.00
	\$1000 PER WEEK	
OTHER EXPENSE		2245.00
TOTAL PAYROLL		96000.00 PD
PAID ON EQUIPMENT INVOICE		2245.00
PAID ON EQUIPMENT CASH		63500.00
PAID ON EQUIPMENT THUNDERBIRD		14000.00
TOTAL PAID ON EQUIPMENT		79745.00

2003 KW Gas Trunk

1-1998 Trail King HD 70

1 2008 Trail King HD 90

1 1st 1st spreader for

2005 500 DOL

85,000.00

10,000.00

95,000.00

- 14,000.00

2005 DOL

81,000.00

5,000.00

- 10,000.00

76,000.00

6-15-15

8 6 15

Rock City Truck Service Inc

154 North Anderson Road
Rock Hill, SC 29730
803-324-4141 OFFICE
803-324-2145 FAX
Rockcitytruckservice@outlook.com

Invoice

Date	Invoice #
6/15/2016	2809



Truck Information		
Truck #	Trailer #	Reference #
2005 PETER...		

Customer
MARK PAFFORD'S 2535 FERGUSON DR ROCK HILL SC 29730

Item	Description	Quantity	Rate	Amount
Labor	SHOP LABOR REPAIR BACK OF CAB	12.4	95.00	1,178.00
Labor	SHOP LABOR REMOVE FRONT FENDERS AND REPLACE WITH NEW FENDERS	4.5	95.00	427.50
PARTS	LEFT FRONT FENDER PETERBILT 379		387.24	387.24T
PARTS	RIGHT FRONT FENDER PETERBILT 379		378.14	378.14T
Labor	REPLACE FRONT BUMPER	2.1	95.00	199.50
PARTS	NEW PETERBILT 379 BUMPER	1	527.14	527.14T
Labor	SHOP LABOR REMOVE WHEELS FROM TRUCK AND SAND FRAME, REAREND AND AXLES	7.3	95.00	693.50
PARTS	CHASSIS BLACK PAINT	1	128.47	128.47T
PARTS	66864 BRAKE DRUM	4	134.84	539.36T
PARTS	4709ES2 BRAKE SHOES	4	48.17	192.68T
PARTS	370003A SEALS	4	46.88	187.52T
Labor	SHOP LABOR INSTALL NEW BRAKES AND SEALS	8	95.00	760.00
PARTS	PAINT AND SUPPLIES FOR PAINTING FENDERS	1	408.47	408.47T
PARTS	PAINT FOR REAR OF CAB	1	157.14	157.14T
Labor	FREDS TRUCK DETAIL BULK HEAD POLISHED		600.00	600.00
Labor	FREDS TRUCK DETAIL WHEELS AND TANK AND CROWN POLISHED		1100.00	1,100.00
	Sales Tax		7.00%	203.43
		Total	\$8,068.09	

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

***CREDIT CARD**

VISA SALE

DICE

Card #	XXXXXXXXXXXX6525
SEQ #:	8
Batch #:	1166
INVOICE	8
Approval Code:	184704
Entry Method:	Manual
Mode:	Online
Tax Amount:	\$0.00
Avs Code:	NNNN
Card Code:	M

ne: (803) 324-4125

PO#:

Invoice No: T00595603197512

Truck ID	Counterman	Drawer No.	Invoice Date
	DJ F		8/24/2016

[illegible]

Haul
N
'30-3335

SHIP TO

Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

SALE AMOUNT	\$365.50
-------------	----------

CUSTOMER COPY

Description	Ordered	B/O	Shipped	Each	Total
BOOT-LOWER SHIFT	1		1	48.16	48.16
BOOT-SHIFT LEVER UP	1		1	25.00	25.00
BUSHING-SN UBBER BAR	2		2	52.44	104.88
BUSHING-EN GINE REAR	2		2	93.73	187.46

* 24/7 Mobile Maintenance available on all makes! Call Today!
 * Parts and Service hours: 24/5 and Saturday 7-3:30pm
 * RP3030MW: Standard 3030 Brake Chambers only \$29.99 each!

Delco
Refrig

WELLER

Reinforcement

JOINT**EATON**

• ROADFORCE •

CAT®**SPICER®**

SUBTOTAL	365.50
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	

CASH

CHECK

CHECK No.

CR. CARD**CARD Authorization****CR. MEMO****DEPOSIT**

TOTAL DUE	365.50
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CUSTOMER AUTHORIZATION AND AGREEMENT

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.CUMMINSDEALERSITEMS.HTM ("Terms and Conditions") Which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of the type described herein ("Parts") will be formed except pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale of the Parts and cancels and supersedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.

2. Returns: All items must be returned within 20 days. No return will be given without a copy of this Order.

3. Authority: Cummins Inc. or its authorized representative, in behalf of Cummins, hereby represents that he/she/they has full authority to bind Customer to this Order.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER AUTHORIZED SIGNATURE

PAGE: 1

11:52

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

08/12/2016

17:09:01

mhc.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

CREDIT CARD

VISA SALE

OICE

Card #: XXXXXXXXXXXX6525
SEQ #: 17
Batch #: 1156
INVOICE: 18
Approval Code: 036833
Entry Method: Manual
Mode: Online
Tax Amount: \$0.00
Avs Code: NNN
Card Code: M

Phone: (803) 324-4125

PO#: TRUCK SERVICE

Invoice No: T00595603196877

Truck ID	Customer	Driver No.	Invoice Date
	JIMMY B		8/12/2016

ry Haul
Rd N
:9730-3335S
H
I
P
T
ORock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

SALE AMOUNT

\$617.31

CUSTOMER COPY

Description	Ordered	EQ	Shipped	Each	Total
KIT-SLACK ADJ & CLEV	1		1	116.69	116.69
LOCK NUT C P 5/8-18	4		4	.80	3.20
WASHER	4		4	2.14	8.56
VALVE-DRAI N AIR TAN	6		6	16.68	100.08
KIT-REPLAC EMENT U J	2		2	194.39	388.78

24/7 Mobile Maintenance available on all makes! Call Today!
Parts and Service hours: 24/5 and Saturday 7-3:30pm
RP30302W: Standard 3030 Brake Chambers only \$29.99 each!

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

SUBTOTAL 617.31
TAX .000 %
SUBLET
OTHER
SHIPPING

TOTAL DUE 617.31

CUSTOMER AUTHORIZATION AND AGREEMENT

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.MHC.COM/DEALER/TERMS.HTM ("Terms and Conditions") which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale of the Parts and cancels and supersedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.

2. Returns: All cores must be returned within 30 days. No return will be given without a copy of this Order.

3. Authority: The person(s) signing this Order for or on behalf of Customer hereby represents that he/she/they has full authority to bind Customer to this Order.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER AUTHORIZED SIGNATURE

PAGE: 1

16:08

Form CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

10/31/2016

09:31:55

hc.com

230 E WESTINGHOUSE BLVD

CHARLOTTE, NC 28273

1-704-909-3799

DEBIT CARD

DEBIT SALE

DICE

Card #: XXXXXXXXXXXX6525
 Network: VISA
 Chip Card: US DEBIT
 AID: A0000000980810
 ATC: 00A6
 TC: E2F418537A58EDB0
 SEQ #: 5
 Batch #: 1223
 INVOICE: 5
 Approval Code: 363690
 Entry Method: Chip Read
 Mode: Issuer - PIN Verified
 Tax Amount: \$0.00

ne: (803) 324-4125 PO#: BXS12787 CAT Invoice No: T00595603201191

Track ID	Counterman	Drawer No.	Invoice Date
	STEPHEN G		10/31/2016



Haul SHIP TO
 IN
 '30-3335
 Rock City Heavy Hall
 154 Anderson Rd N
 Rock Hill SC 29730
 DELIVER

SALE AMOUNT \$659.78

Description	Ordered	B/D	Shipped	Each	Total
PUMP A WATER	1		1	659.78	659.78
PUMP A WATER	1		1	692.07	692.07
WATER PUMP WATER PUM	1-		1-	692.07	692.07-

CUSTOMER COPY

- 24/7 Mobile Maintenance available on all makes! Call Today!
- Parts and Service hours: 24/5 and Saturday 7-3:30pm
- RF3030MW: Standard 3030 Brake Chambers only \$29.99 each!

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

SUBTOTAL 659.78
 TAX .000 %
 SUBLET
 OTHER
 SHIPPING

TOTAL DUE 659.78

CUSTOMER AUTHORIZATION AND AGREEMENT

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.HILTI.COM/DEALERS/TERMS/ITEMS/ITEMS ("Terms and Conditions") Which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale of the Parts and cancels and supercedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted to a writing signed by a corporate officer or authorized manager of Dealer.
2. Returns: Any parts or cores on this Order must be returned within 90 days. No return will be given without a copy of this Order.
3. Authority: The person(s) signing this Order for or on behalf of Customer hereby represents that he/she/they has/have authority to bind Customer to this Order.
- THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

8:30

CUSTOMER AUTHORIZED SIGNATURE

PAGE: 1

Form CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

10/28/2016

11:44:37

ic.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

DEBIT CARD

DEBIT SALE

DICE

Card # XXXXXXXXXXXX525
Network: VISA
Chip Card: US DEBIT
AID: A000000980840
ATC: 00A3
TC: 777A764AE18A6D01
SEQ #: 4
Batch #: 1221
INVOICE 4
Approval Code: 121329
Entry Method: Chip Read
Mode: Issuer - PIN Verified
Tax Amount: \$0.00

Phone: (803) 324-4125 PO#: Invoice No: T00595603201114

Truck ID	Counterman	Drawer No.	Invoice Date
	RUSTY B		10/28/2016



haul S Rock City Heavy Hall
N H 154 Anderson Rd N
30-3335 T Rock Hill SC 29730
O DELIVER

SALE AMOUNT

\$446.00

Description	Ordered	B/O	Shipped	Each	Total
KIT-HEAT E XCHANGER	1		1	446.00	446.00

CUSTOMER COPY

- 24/7 Mobile Maintenance available on all makes! Call Today!
- Parts and Service hours: 24/5 and Saturday 7-3:30pm
- RP3030MW: Standard 3030 Brake Chambers only \$29.99 each!

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

SUBTOTAL 446.00
TAX .000 %
SUBLET
OTHER
SHIPPING

TOTAL DUE 446.00

CUSTOMER AUTHORIZATION AND AGREEMENT

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.MBC.COM/RALES/TERMS.HTM ("Terms and Conditions") Which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale of the Parts and cancels and supercedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.
2. Returns: Any parts or excess on this Order must be returned within 30 days. No return will be given without a copy of this Order.
3. Authority: The person(s) signing this Order for or on behalf of Customer hereby represents that he/she/they has full authority to bind Customer to this Order.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Cam French

CUSTOMER AUTHORIZED SIGNATURE

10:42

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

PAGE: 1

10/26/2016 10:51:54 the.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

DEBIT CARD
DEBIT SALE

Card # XXXXXXXXXXXXXXX6525
Network: VISA
Chip Card: US DEBIT
AID: A0000000980840
ATC: 00A0
TC: 48BB2D6ED8A1AD20
SEQ #: 5
Batch #: 1219
INVOICE 5
Approval Code: 188532
Entry Method: Chip Read
Mode: Issuer - PIN Verified
Tax Amount: \$0.00

OICE

one: (803) 324-4125 PO#: MARK Invoice No: T00595603200962

Truck ID	Counterman	Drawer No.	Invoice Date
	RUSTY B		10/26/2016



SHIP TO
Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730
DELIVER

SALE AMOUNT \$521.02

Description	Ordered	B/O	Shipped	Each	Total
CROSSMEMBE R-REAR	1		1	521.02	521.02

CUSTOMER COPY

- 24/7 Mobile Maintenance available on all makes! Call Today!
- Parts and Service hours: 24/5 and Saturday 7-3:30pm
- RF3030MW: Standard 3030 Brake Chambers only \$29.99 each!

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

SUBTOTAL 521.02
TAX .000 %
SUBLET
OTHER
SHIPPING

TOTAL DUE 521.02

CUSTOMER AUTHORIZATION AND AGREEMENT

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.BNC.COM/DEALER/TERMS.HTM ("Terms and Conditions") Which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale of the Parts and cancels and supercedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.

2. Returns: Any parts or cores on this Order must be returned within 30 days. No return will be given without a copy of this Order.

3. Authority: The person(s) signing this Order for or on behalf of Customer hereby represents that he/she/they has full authority to bind Customer to this Order.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

07/08/2016

14:52:56

hc.com

 200 E. WELLS ST.
 CHARLOTTE, NC 28273
 1-704-909-3799

CREDIT CARD

VISA SALE

DICE

 Card # XXXXXXXXXXXXX6525
 SEQ #: 15
 Batch #: 1126
 INVOICE 17
 Approval Code: 193407
 Entry Method: Manual
 Mode: Online
 Tax Amount: \$0.00
 Avs Code: NNN
 Card Code: M

Phone: (803) 324-4125 PO#: KW 086058

Invoice No: T00595603194843

Truck ID	Counterman	Driver No.	Invoice Date
	STEPHEN G		7/08/2016


 / Haul
 id N
 3730-3335

SHIP TO

 Rock City Heavy Hall
 154 Anderson Rd N
 Rock Hill SC 29730

DELIVER

SALE AMOUNT

\$761.97

CUSTOMER COPY

Description	Ordered	B/O	Shipped	Each	Total
KIT-U JOIN T 1000	2		2	17.77	35.54
DIPSTICK	1		1	23.36	23.36
KW TORQUE ROD	2		2	207.89	415.78
DRAG LINK	1		1	287.29	287.29

- 24/7 Mobile Maintenance available on all makes! Call Today!
- Parts and Service hours: 24/5 and Saturday 7-3:30pm
- RF3030MW: Standard 3030 Brake Chambers only \$29.99 each!

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

 SUBTOTAL 761.97
 TAX .000 %
 SUBLET
 OTHER
 SHIPPING

TOTAL DUE 761.97

CUSTOMER AUTHORIZATION AND AGREEMENT

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.MHC.COM/DEALERSHIP/MLM ("Terms and Conditions") Which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale of the Parts and cancels and supersedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.
2. Returns: All parts must be returned within 20 days. No return will be given without a copy of this Order.
3. Authority: The person(s) signing this Order for or on behalf of Customer hereby represents that he/she/they has full authority to bind Customer to this Order.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER AUTHORIZED SIGNATURE

PAGE: 1

13:27

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

Case Report

Summary

Print Date/Time: 01/16/2018 11:09
 Login ID: lowerym
 Case Number: 2017-00030034

ORI Number: York County Sheriff's Office
 SC0460000

Case

Case Number: 2017-00030034
 Location: 1215 S PARAHAM RD
 YORK, SC 29745
 Reporting Officer ID: 05258 - Oliver

Incident Type: Mal. Dest. of Property - 1077B
 Occurred From: 08/16/2017 13:10
 Occurred Thru: 08/16/2017 13:10
 Disposition: Closed by Arrest
 Disposition Date: 08/16/2017
 Reported Date: 08/16/2017 13:10 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	220	16-11-0311	Burglary-First Degree	1
2	State	290	16-11-510	Mal Injury To Personal Property >\$200	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect	1	Pafford, Mark Giles	2535 FERGUSON DR ROCK HILL, SC 29730	(803)417-9228	White	Male	07/29/1955 62
Suspect	2	Soles, Daniel Jason	1806 SPRINGSTEEN RD ROCK HILL, SC 29730	(803)329-6042	White	Male	08/01/1981 36
Victim	1	Duncan, Robert Wayne, Jr	1215 S PARAHAM RD YORK, SC 29745	(803)628-2023	White	Male	11/01/1971 45
Witness	1	Soles, Larry Dale	1806 SPRINGSTEEN RD ROCK HILL, SC 29730	(803)328-3000	White	Male	10/20/1952 64

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
29151 A	Soles, Daniel Jason	1215 S PARAHAM RD YORK, SC 29745	08/16/2017 14:22	On-View Arrest	36
29152 A	Pafford, Mark Giles	1215 S PARAHAM RD YORK, SC 29745	08/16/2017 14:22	On-View Arrest	62

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
------	------	------	------	-------	-------------	---------	----------

Vehicles

No.	Role	Vehicle Type	Year Make	Model	Color	License Plate	State
1	Suspect Vehicle	Pickup Truck	2012 Chevrolet	SLV	White		

OfficerID: hoffmanj, Narrative

2017-30034

2017-00030034 JL Hoffman; Duncan & Pafford; Supplement to Update Information on Report:

Mr. Pafford was advised by Detectives Hoffman and Strickland that he is given notice not to be on the propriety of Robert Duncan located at 1215 S. Parham Road, York SC 29745. Mr. Pafford stated that he understood. This notice occurred during an interview at MJC Detention on 08-16-2017.

Mr. Pafford admitted during the interview that he cut a lock inside a building on the listed property and that he also cut a lock and cable securing a gate to the driveway.

Mr. Pafford was charged for damage to property and further investigation is underway.

Kw/ml 1/16/18

OfficerID: oliverw, Narrative

2017-30034

On 08/16/2017 I responded to 1215 South Paraham Road in reference to damage to property. Robert Duncan (property owner) called and advised that he was watching 2 white males break into his garage and driving away in his truck. I met with Mark Giles Pafford who was driving a Peterbuilt commercial tow truck at the entrance to 1215 South Paraham Road. Mark advised that he was here to get his truck that he owns the Peterbuilt truck that he is driving. Mark then provided me with the South Carolina Title to the truck with his name on it. Mark advised that Robert was going to buy the truck but came to his residence back in July and took the truck from his property. Mark advised that he had a Deputy respond out to his residence in reference to his truck being missing. Mark stated that he was advised that there was nothing that could be done. Mark advised that he was here to get his truck back. Mark did admit to going into Robert's building through an unlocked door and then cutting the lock on the door (\$20) to get the truck out of the building. I then spoke with Daniel who assisted Mark with retrieving the truck. Daniel advised that Mark showed him a title so he was just here helping Mark get his truck back. Daniel advised that he knows mark though his father's church. Daniel advised that his father is a pastor and is the one that drove them here to get the truck

I then spoke with Larry Soles who advised that he drove Mark and Daniel here to get Mark's truck. Larry advised that he only knew that Mark had a title to a truck and they were coming to get Mark's truck. Larry advised that he did drive them here and did not know any more information about this situation. I then spoke with property owner Robert Duncan who advised that he observed Daniel and Mark on his cameras walk up his driveway and go into his building. Robert advised that he observed them drive the truck out of the building and down the driveway. Robert then advised that he bought the truck from Mark and has a bill of sale on the vehicle. Robert did not provide me with that information while on scene. I then placed Mark and Daniel under arrest for damage to property and transported them to YCDC without further incident.

Kw/ml 8/17/17

The Genuine. The Original.



Overhead Door Company of Charlotte
a division of DURA SERV corp.

QUOTATION

Q-168740.00

To: Robert Duncan
1215 S Parham Rd
Rock Hill, SC 29745

Attn:
Phone: 803.242.5453
Fax:
Email:

Issued: Wednesday, August 23, 2017
Expiration: Friday, September 22, 2017
Sales Contact: Christine Osha
Direct:
Email: (704) 591-9288
Reference: Robert Duncan

Qty	Description	Price	Total
-----	-------------	-------	-------

model 195
size 12x12
white
1 section glass
sherwood 1 trim

disregard stock photo on quote. Door quoted is the same style as existing garage doors.

Overhead Door Thermacore Insulated Steel Garage Door
Rush panel model 195

\$4,258.00



Quoted price includes removal and haul away of existing door.
Complete installation of new garage door.
Labor
Tax

Total Including Taxes: \$5,102.79

Robert Wayne Duncan Sr.

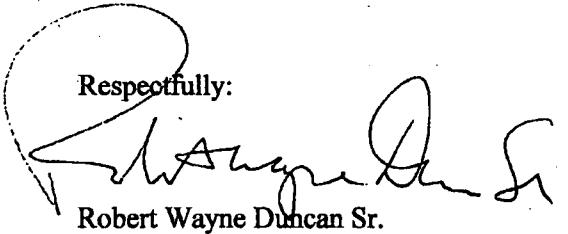
5300 Bluebird Lane
York, S.C. 29730

January 16, 2018

I own an antique Harley Davidson motorcycle with a custom paint job. It contains 4 different colors with flames and stripes. I keep this vehicle at my son's house at 1215 Paraham Rd. York S.C. 29745. I just use this vehicle for competition shows.

On or about August 16, 2017 Mark Pafford and 2 other men broke into my son's Garage. They broke a window above my motorcycle and shattered glass on my motorcycle causing damage to paint job. Then they climbed through window and used My motorcycle as a ladder. Damage was done to my paint job in this robbery. To repair The damage I have estimates over \$4000.00.

Respectfully:

A handwritten signature in black ink, appearing to read "Robert Wayne Duncan Sr.", written over a large, loopy flourish that starts with a circle and extends to the left.

Robert Wayne Duncan Sr.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Mark Giles Pafford,
Plaintiff

vs.

Robert Wayne Duncan, Jr.
Defendant.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case No: 2017 CP 46-2487

DEFENDANT'S RESPONSE TO
PLAINTIFF'S MOTION

FILED-RECEIVED
2018 JAN 16 PM 3:12
DAVID HAMILTON
CLERK
S.C. J.C. # 88
YORK COUNTY, SC

The Defendant, Robert Wayne Duncan, Jr, responds to Plaintiff's Motions as follows,
along with all Affidavits, pleadings and memorandums:

DEFAULT

1. The Plaintiff filed the Summons and Complaint of August 24, 2017. The Defendant was served with the pleadings, including the Restraining Order on September 8, 2017.
2. The Defendant timely filed a Notice of Demand for Pre-Seizure Hearing on September 13, 2017 in compliance with the five (5) day filing requirement.
3. Based upon the service upon the Defendant, any responsive pleading was to be filed within (30) days which was October 8, 2017. The answer and counterclaim was filed in this matter on or about October 31, 2017 and served by mail to Plaintiff's counsel on November 1, 2017, more than thirty (30) days after he received Defendant's answer and counterclaim.
4. Rule 55(a) provides that when a party fails to respond to a Complaint, the clerk shall record an entry of default. Rule 55(c) permits a party to move to set aside an entry of default. "The standard for granting relief from an entry of default under Rule 55(c) is mere

"good cause. This standard requires a party seeking relief from an entry of default...to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." *Sundown v. Intedge Industries*, 681 S.E.2d 885, 888 383, S.C. 601 (2009).

5. "Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted." *Id.*

6. The Plaintiff admits in Paragraph 11 of his Motion, that he can claim no other prejudice in this matter other than he was drafting the Motion prior to the receipt of the Answer and Counterclaim. Therefore, the Plaintiff, by his own admission, would not suffer any prejudice if the default was set aside.

7. The Defendant denies that he is in breach of the oral agreement of the parties.

8. The Defendant further alleges in his answer and counterclaim that he performed his obligations under the terms of the oral contract by, among other things, making the required installment payments, as well as made improvements to the truck at issue. As part of the oral agreement, the Plaintiff was to provide the Defendant with the title to the truck. The Plaintiff has failed and refuses to provide the Defendant with the title to the truck as agreed upon.

9. The Defendant has a meritorious cause of action and defense to the Plaintiff's cause of action and would be prejudiced if he was placed in default and such default was not set aside. Furthermore, as previously indicated, the Defendant has paid the Plaintiff installment payments and has made improvements to the vehicle and thus the Defendant would be greatly prejudiced if he was not allowed to set aside the default.

10. Pursuant to case law, the Defendant must show good cause for granting relief from an entry of default. *Id.* The court should consider the totality of the circumstances when

determine whether sufficient cause is shown. *Ricks v. Weinrauch*, 283 S.C. 372, 360 S.E.2d 535 (S.C. App. 1987).

11. In the case before this Court, the Summons and Complaint was separated from the Notice of Pre-Seizure hearing that was served upon the Defendant. Defendant's counsel inquired with the Defendant on or about October 19, 2017 as to whether he had received any other pleadings. Defendant's counsel discovered the absence of the Complaint on or about October 19, 2017.

12. On October 15, 2017, Defendant's counsel youngest daughter was hospitalized at Hemby's Children's Hospital in Charlotte, North Carolina for the entire week, only to be released so she could travel to Mayo Clinic Pediatric Neurology Department in Rochester, MN.

13. Defendant's counsel had received an Order of Protection from the Court for the time that he would be traveling to and from Minnesota (by car as the child was highly discouraged from flying) and attending her testing and appointments. This occurred from October 23-29.

14. During this time, Defendant's counsel was operating on a limited basis due the necessity of dealing with his daughter's medical condition.

15. During this time, Counsel's administrative staff was calendaring items as they came into the office. The staff is aware that the time prescribed by the rules to answer a complaint is thirty (30) days. However, the staff member noticed that at the bottom of Plaintiff's complaint, it stated that the answer was due in sixty (60) days and calendared it as such. The staff member did not notice that at the top of the page it stated "IF UPON THE UNITED STATES OF AMERICA" and this is what the time frame related to. The staff member is not familiar with such language being included on a Complaint and made an error.

16. Upon Defendant's counsel returning to South Carolina, the answer and counterclaim was immediately prepared and filed. It was unbeknownst to Counsel that the answer and counterclaim was untimely as he was relying on the calendaring of sixty (60) days. Counsel is well aware that the law is clear that an attorney's misconduct is imputable to the client, however Counsel is asking this Court to look at the totality of the circumstances, in determining whether to relieve the Defendant from an entry of default and further deny the Plaintiff's Motion to Strike the Answer.

SUMMARY JUDGMENT
RULE 56(a)

17. Summary judgment is a drastic remedy and it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues. *Lord v. D&J Enterprises*, 407 S.C. 544, 757 S.E.2d 695 (2014). The purpose of summary judgment is to expedite disposition of cases which do not require the service of a fact finder. *Dawkins v. Fields*, 35 SC 58, 580 S.E.2d 433 (S.C. 2003). "Summary judgment is appropriate where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party. In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Management Co., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009) (internal citations omitted).

18. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable in order to clarify the application of the law. *Evening Post Publ'g v. Berkeley County Sch. Dist.* 392 S.C. 76, 708 S.E.2d 745, 749 (2011). Furthermore, summary judgment is

premature when a party has been deprived a full and fair opportunity to conduct discovery.

Dawkins.

19. The Defendant acknowledges that there was an oral agreement between the parties regarding the truck. The Defendant performed the requirements under the terms of the agreement by making the payments in a timely fashion. The oral agreement was silent as to an end date when the payments needed to be made.

20. The Defendant disputes the attachments in Plaintiff's affidavit regarding the payments that were made by him to the Plaintiff. The Defendant has paid the Plaintiff over \$169,000.00 for the purchased items. Additionally, while the trailer was in Defendant's possession, it was stolen and Plaintiff reported it stolen and kept the insurance proceeds. Defendant was unable to make any claims because he had not been given the title to the vehicle.

21. Despite these payments, the Plaintiff has wrongfully repossessed the items from Defendant's property and required the Defendant to pay an additional \$5,000.00 to get the items back.

22. Once they were recovered by Defendant, the Plaintiff entered Defendant's property stole the vehicle by driving it through the garage door. Plaintiff was subsequently arrested for trespassing and damage to property.

23. Additionally, Plaintiff refused to turn over the title to the vehicle in accordance with the oral agreement of the parties which caused the Defendant to become very concerned and questions Plaintiff's intentions regarding the agreement and the truck. Plaintiff's affidavits supports the Defendant's position that he refused to turn over the title.

24. The agreement of the parties did not dictate when payments would be made or when all payments were due.

25. The Plaintiff has not presented any evidence that no material fact exists in this matter. Furthermore, the parties have not engaged in discovery and granting summary judgment at this stage of the proceeding is premature and would deny the Defendant a full and fair opportunity to engage in full discovery.

MOTION TO AMEND

26. Plaintiff seeks alternative relief in the form of allowing him to amend his pleading to add an additional cause of action under S.C. Code. §41-10-80 which deals with civil actions by employees.

27. The Plaintiff was an independent contractor of Defendant and his corporation "Rock City Heavy Haul, Inc.". (Paragraph 11 of Motion)

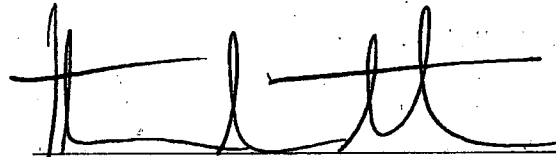
28. Only employees may recover under the South Carolina Payment of Wages Act and FLSA. *Adamson v. Marianne Fabrics, Inc.* 391 S.E.2d 249, 250-251 (S.C. 1990). Independent contractors are not deemed employees under South Carolina law and thus §41-10-80 would not be applicable.

29. Allowing the Plaintiff to amend his Complaint to include a cause of action he is not entitled to recover under based upon his status as an independent contractor would be futile, thus Plaintiff's motion to amend his pleadings should be denied.

30. In the event that this Court disagrees with the aforementioned interpretation of South Carolina law, allowing the Plaintiff to amend his pleadings would cause the Defendant to defend an additional action which he was never placed on notice. Although amendments should be liberally granted, when justice requires, it also should not prejudice any other party. *Jennings v. Jennings*, 389 S.C. 190, 697 S.E.2d 671, 681 (S.C. 2010) The proposed amendment must be useful to the action, as an amendment may be denied where the proposed amendment is futile.

Id. at 681, citing, *Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 604-605, 486 S.E.2d 269, 275 (Ct.App. 1997).

31. As a result of the proposed cause of action being futile due to the Plaintiff being an independent contractor, the motion to amend should be denied.



Stephen D. Schusterman
SCHUSTERMAN LAW FIRM, PA
PO Box 4211
Rock Hill, SC 29732
Telephone: 803-325-7788
Facsimile: 803-325-7889

January 16, 2018

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK)

SIXTEENTH JUDICIAL CIRCUIT

Mark Giles Pafford)

Case No: 2017 CP 46-2487

Plaintiff)

O R D E R

vs.)

Robert Dwayne Duncan, Jr.)

Defendant.)

This matter came before the Court on February 15, 2018, upon Plaintiff's Motion to Strike Defendant's Answer, for Summary Judgment, or in the alternative to allow Plaintiff to Amend his Complaint. The Plaintiff was represented by J. Martin Foster. The Defendant was represented by Stephen D. Schusterman.

Plaintiff filed a summons and complaint, and restraining order on August 25, 2017. The Defendant was personally served on September 8, 2017. The Defendant filed a Notice of Demand for Pre-Seizure Hearing on September 13, 2015. Any responsive pleading was to be filed within thirty days from the date of service, which would have been October 8, 2017. The basis of Plaintiff's motion to strike Defendant's answer and counterclaim is based upon the fact that Defendant's answer and counterclaim was not filed until October 31, 2017, and served by mail on Plaintiff's counsel on November 1, 2017. This exceeds the thirty day time limit to file a responsive pleading. The Defendant filed a response to Plaintiff's motion to strike setting forth, in detail, an explanation for the late filing of the responsive pleading.

I have reviewed the pleadings in this matter, and have considered the arguments of counsel. Based upon the record and the arguments of counsel, I find and conclude that the Defendant has presented good cause for the late filing of the answer and counterclaim as prescribed in accordance with *Sundown Operating Co., Inc. v. Intedge Industries, Inc.*, 383 S.C. 601, 681 S.E.2d 885 (2009). Further, the timing of the response was within reason, and the Answer is accepted as filed.

The Plaintiff's Motion to Amend his Complaint is granted, and the Plaintiff is granted leave to amend his complaint.

Hearing on the motion for summary judgment is reserved, and the Plaintiff may schedule this motion at a suitable time.

Therefore, based on the findings and conclusions herein, it is ordered as follows: Plaintiff's Motion to Strike Defendant's Answer is denied; Plaintiff's Motion to Amend his Answer is granted; and, hearing on Plaintiff's Motion for Summary Judgment is reserved.

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW



York Common Pleas

Case Caption: Mark Giles Pafford VS Robert Wayne Duncan Jr

Case Number: 2017CP4602487

Type: Order/Other

So Ordered

s/ S. Jackson Kimball 3063

Electronically signed on 2018-03-20 16:58:17 page 3 of 3

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
	]	
MARK GILES PAFFORD,	]	
	]	
Plaintiff,	]	AMENDED SUMMONS
v.	]	
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	C.A. No. 2017-CP-46-02487
ROBERT DUNCAN, Sr., and	]	
FRANK EASON, d/b/a	]	
"Rock City Heavy Hauling, Inc.,"	]	
	]	
Defendants.	]	

TO THE DEFENDANT(S) ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

/s/ John Martin Foster

Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, SC 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

April 3, 2018

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK]

SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD,]

Plaintiff,]

AMENDED COMPLAINT

v.]

ROBERT WAYNE DUNCAN, Jr.,]

C.A. No. 2017-CP-46-02487

ROBERT DUNCAN, Sr., and]

FRANK EASON, d/b/a]

"Rock City Heavy Hauling, Inc.",]

Defendants.]

The Plaintiff alleges:

AS A FIRST CAUSE OF ACTION: CLAIM AND DELIVERY

1. Plaintiff MARK GILES PAFFORD (hereafter also "the Plaintiff" and "PAFFORD") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.
2. Defendant ROBERT WAYNE DUNCAN, Jr. (hereafter also "the Defendant" and "DUNCAN") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.
3. In or about February, 2016, the parties entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961. Until such sale was completed, title and ownership of the truck would remain in the name of PAFFORD. A true and current copy of the South Carolina Certificate of Title evidencing that ownership is attached hereto and incorporated herein as Exhibit "A".
4. On knowledge and information, the said truck is held by the Defendant at 1215 South Paraham Road, York, South Carolina.
5. The Defendant has defaulted under the terms of the oral agreement by his failure to make the agreed installment payments.
6. Demand has been made by Plaintiff for surrender of the truck, but the Defendant has failed and refused to surrender that property.

7. On knowledge and information, the Plaintiff has fulfilled all duties required of him under the relevant laws.
8. On knowledge and information, Plaintiff is entitled to the possession of its collateral, or secured property, described above.
9. By reason of the default of the Defendant, the Plaintiff has engaged the attorney below signed and initiated this civil action for the repossession of its collateral, or secured property, under the said agreement.
10. On knowledge and information, this civil action does not require the Court "to take an account or to determine the amount of damages in order to enter judgment or to carry it into effect" as those terms are defined by Rule 55(b)(1), S.C.R.C.P., and this Court may issue its default judgment without a hearing.
11. Plaintiffs Affidavit made pursuant to S.C. Code § 15-69-30 and that of Mr. Arvid Reiter, both of which are attached hereto and incorporated herein as Exhibit "B", and the allegations thereof are incorporated by this reference.
12. Based the Plaintiff's Affidavit and that of Mr. Arvid Reiter evidence that it is probable to believe that the property at issue is in immediate danger of being destroyed or concealed by the Defendant as its possessor.
13. On knowledge and information, and pursuant to S.C. Code § 15-69-100, the Plaintiff is entitled to a determination as to whether the said property may be immediately seized.
14. On knowledge and information, Plaintiff is not required to serve a Notice of Right to Cure upon the Defendant under the applicable provisions of the S.C. Consumer Protection Code.

AS A SECOND CAUSE OF ACTION: FAILURE TO PAY WAGES

15. The Plaintiff realleges and reaffirms all of the allegations contained herein above, which are consistent herewith, as if set out herein.
16. On knowledge and information, the Defendant, ROBERT WAYNE DUNCAN, Jr., ROBERT DUNCAN, Sr., and FRANK EASON are, and at all times mentioned in this complaint were, a partnership engaged in the business of trucking and designated as "Rock City Heavy Haul, Inc." Its principal place of business is located at 154 North Anderson Road in the City of Rock Hill, York County, South Carolina.

17. On knowledge and information, ROBERT WAYNE DUNCAN, Jr., ROBERT DUNCAN, Sr., and FRANK EASON are residents of York County, South Carolina.
18. Unless otherwise alleged in this Amended Complaint, and on knowledge and information, at all times mentioned in this complaint, the said Defendants were the agents and employees of their co-defendants, and in doing the things alleged in this Amended Complaint were acting within the course and scope of that agency and employment.
19. The Plaintiff was PAFFORD employed by the Defendants through their partnership and claimed corporation "Rock City Heavy Haul, Inc." as an independent contractor trucker. Under the parties' agreement, the Plaintiff PAFFORD was to be paid One-Thousand and no/100 (\$1,000.00) Dollars per week for his services, plus expenses.
20. True and accurate copies of the Plaintiff PAFFORD's schedule for 2015 through that part of 2017 in which his employment continued, showing work performed for the Defendant DUNCAN, are attached hereto and incorporated herein as Exhibit "C".
21. True and accurate copies of all payments made to the Plaintiff PAFFORD, whether designated as compensation or for the subject personal property referenced under the First Cause of Action, are attached hereto and incorporated herein as Exhibit "D".
22. An accurate statement and calculation of payments made to the Plaintiff PAFFORD by the Defendant DUNCAN are attached hereto and incorporated herein on the spreadsheet denominated Exhibit "E".
23. As shown on that spreadsheet, the Plaintiff PAFFORD has not been paid in full by the said Defendants, either for the subject personal property or for his earned wages and expenses.
24. Pursuant to S.C. Code §§ 41-10-40 and 41-10-50, at the time the said Defendants terminated the Plaintiff's employment, or ceased to utilize his services, the said Defendants were obligated to pay the Plaintiff wages earned and unpaid in the amount specified under Paragraph 22. above.
25. In violation of S.C. Code § 41-10-80, the said Defendants failed to pay the Plaintiff any of the amount of wages due and owing the Plaintiff. Although the Plaintiff has demanded payment, the said Defendants have refused and continue to refuse to pay the Plaintiff the amount due and owing the Plaintiff.
26. On knowledge and information, the Defendants' failure to pay plaintiff the wages due and owing plaintiff as specified in Paragraph 22. was and has been willful in that the Plaintiff has made both

verbal and written demand for this payment but the said defendants have refused to pay any part of the amount due and owing the Plaintiff.

27. On knowledge and information, the Defendants' willful failure to pay the Plaintiff the wages due and owing the Plaintiff as specified in Paragraph 22. constitutes a violation of S.C. Code § 41-10-80(C), which provides, in relevant part, that:

In case of any failure to pay wages due to an employee as required by Section 41-10-40 or 41-10-50 the employee may recover in a civil action an amount equal to three times the full amount of the unpaid wages, plus costs and attorneys fees as the court may allow.

28. On knowledge and information, the Defendants' willful failure to pay the Plaintiff the wages due and owing the Plaintiff as specified in Paragraph 22. above entitles the Plaintiff to the triple penalty cited in S.C. Code § 41-10-80.
29. On knowledge and information, the Defendants' willful failure to pay the Plaintiff the wages due and owing the Plaintiff as specified in Paragraph 22. above entitles the Plaintiff to an award of the reasonable attorney fees and costs incurred by the Plaintiff in this action.

WHEREFORE, the Plaintiff prays:

As to the First Cause of Action:

- A. That pursuant to S.C. Code § 15-69-100, the Judge or Clerk of Court make a determination that subject property may be immediately seized and issue an Order to that effect;
- B. That, in the alternative to Prayer A. above, the possession of the secured property be allowed the Plaintiff MARK GILES PAFFORD;
- C. That, in the alternative to Prayer A. above, prior to judgment, an order issue from this Court pursuant to S.C. Code § 15-69-90 restraining the Defendant from damaging, concealing or removing the subject property;

As to the Second Cause of Action:

- D. That the Plaintiff be awarded his compensatory damages in the amount of Thirty-Seven Thousand and no/100 (\$ 37,000.00) Dollars, representing wages and other compensation earned by and owed to the Plaintiff;
- E. That the Plaintiff be awarded pre-judgment interest on the said amount of Thirty-Seven Thousand and no/100 (\$ 37,000.00) Dollars, from the date due until judgment
- F. That the Plaintiff be awarded his compensatory damages in the amount of triple the said full amount of Thirty-Seven Thousand and no/100 (\$ 37,000.00) Dollars, pursuant to S.C. Code § 41-10-80(C);
- G. That the Plaintiff be awarded his reasonable attorney fees, pursuant to S.C. Code § 41-10-80(C);

As to All Causes of Action:

- H. That this Court include herein a prayer for any other relief to which the Plaintiff may be entitled under the facts set out and referenced herein; and
- I. For such other and further relief as this Court may deem just and proper.

/s/ John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
Rock Hill, South Carolina 29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

April 4, 2018

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD,]

Plaintiff,]

v.]

ROBERT WAYNE DUNCAN, Jr.,]

ROBERT DUNCAN, Sr., and]

FRANK EASON, d/b/a]

"Rock City Heavy Hauling, Inc.",]

Defendants.]

CERTIFICATE OF SERVICE

C.A. No. 2017-CP-46-02487

The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Amended Summons;
Amended Complaint; and
This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by hand delivering copies of the same to the following persons, or by leaving the same at that person's office with that person's clerk or some other person in charge thereof, or by leaving it in a conspicuous place therein; of if the office was closed or the person to be served has no office, by leaving a copy at that person's dwelling place or usual place of abode with some person of suitable age and discretion then residing therein, all pursuant to Rule 6(b), S.C.R.C.P.

Stephen D. Schusterman
P.O. Box 4211
Rock Hill, South Carolina 29731

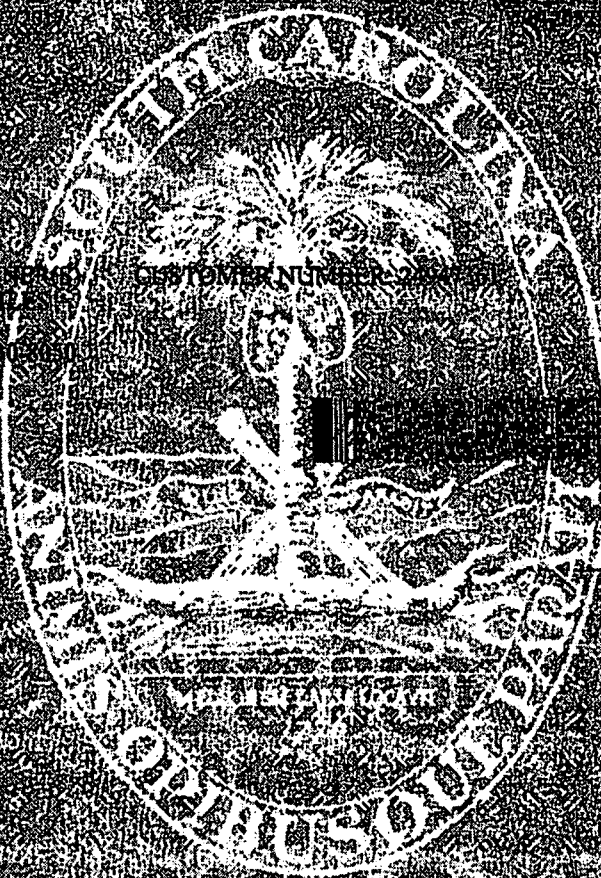
/s/ John Martin Foster
Attorney for the Plaintiff
The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730
Post Office Box 106
Rock Hill, South Carolina 29731-6106
(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

April 4, 2018

Rock Hill, South Carolina

EXHIBIT "A"

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE



KEEP IN A SAFE PLACE - ANY ALTERATION OR FRAUD Voids THIS TITLE

39212146

EXHIBIT "B"

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD

Plaintiff,

v.

ROBERT WAYNE DUNCAN, Jr.,

Defendant.

AFFIDAVIT FOR IMMEDIATE SEIZURE

C.A. No. 17-CP-46-2487

The Affiant, Mr. ARVID REITER, being duly sworn, states the following:

1. He is a resident of York County, having his residence at 2345 Firetower Road, Rock Hill.
2. He is employed as an independent trucker and has had dealings and conversations with the Defendant ROBERT WAYNE DUNCAN, Jr., who acts as a businessman.
3. He is not in business with either of the parties above, and has received no consideration for giving this affidavit.
4. He recently had a telephone conversation with DUNCAN in which he sought to buy an axle from DUNCAN.
5. DUNCAN stated that he had a newer Kenworth truck on which he had placed a wrecker chassis off PAFFORD's truck.
6. In those conversations, as stated DUNCAN has acknowledged his possession of the property described below:

a used 2003 Kenworth W 3900 red truck
VIN # 1XKWDB9X03J392961.

7. By that conversation, in his understanding, DUNCAN has stated his intention of stripping or selling the said truck.
8. To the Affiant's knowledge, and according to the South Carolina Certificate of Title displayed to him, the said truck is titled to the Plaintiff MARK GILES PAFFORD.
9. On the basis of the Defendant's statements to the Affiant, he understands that damage to the truck may be caused, with a resultant decrease or total loss in the value of that property.

ARVID REITER

SWORN to and subscribed before me
this 18 day of August, 2017

Notary Public for South Carolina

My Commission Expires: 07/20/2019

FILED-RECEIVED
2017 AUG 31 AM 11:45
DAVID HAMILTON
S.C.C.P. & GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

MARK GILES PAFFORD]

AFFIDAVIT AND

Plaintiff,]

v.]

ORDER FOR IMMEDIATE SEIZURE

ROBERT WAYNE DUNCAN, Jr.,]

C.A. No. 17-CP-46-2487

Defendant.]

The Plaintiff, being duly sworn, states the following:

1. The Plaintiff is the owner, or is entitled to possession of, the property described below:

a used 2003 Kenworth W 3900 red truck.
VIN # 1XKWDB9X03J392961.

2. The property described above is being wrongfully withheld and concealed to defraud the Plaintiff, by the above-named Defendant.

3. To the best knowledge of the Plaintiff, the property is being withheld by the Defendant on unknown grounds.

4. The property was not taken from the ownership or possession of the Plaintiff due to any tax, fine or assessment.

5. The value of the above-referenced property, to the best of Plaintiff's information, knowledge and belief, is \$80,000.00. This civil action is not one for debt.

6. The above-described property is believed to be in immediate danger of destruction or concealment by reason of 1) the said Defendant's concealment of the said property over the past several months, and 2) his statements to Mr. Arvid Reiter of his intention to strip and sell the truck and its parts, creating a situation in which damage to it may be caused, with a resultant decrease or total loss in the value of the property.

SWORN to and subscribed before me
this 18 day of August, 2017

Mark Giles Pafford
MARK GILES PAFFORD

[Signature]
Notary Public For South Carolina
My Commission Expires 07/20/2019

FILED-RECEIVED
2017 AUG 31 AM 11:45
DAVID HAMILTON
C.C.P. & GS
YORK COUNTY, SC

EXHIBIT "C"

day monday tuesday wednesday thursday friday saturday

Quick Fact : Lots of Steel
Catawba Nuclear Station contains enough steel to make 10,000 compact cars.

				1 <u>New Year's Day</u>	2	3
	5	6	7	8	9	10
195	12	13	14	15	16	17
	19	20	21	22	23	24
	<u>MLK Jr. Day</u> 26	27	28		30	31

02.2015

sunday	monday	tuesday	wednesday	thursday	friday	saturday
1	2	3	4	5	6	7
Super Bowl Sunday						
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	Presidents Day		Ash Wednesday	Lincoln's Birthday		Valentine's Day
22	23	24	25	26	27	28
Washington's Birthday						

Quick Fact : A Long Walk

There is enough concrete at Catawba Nuclear Station to build a sidewalk three feet wide from Catawba to Seattle, Washington.

03.2015

sunday	monday	tuesday	wednesday	thursday	friday	saturday
1	2	3	4	5	6	7
8	9	10 <i>Count</i> 	11	12	13	14
<u>Daylight Saving Time Begins</u>	16	17	18	19	20	21
197		<u>St. Patrick's Day</u>	25	26	<u>First Day of Spring</u>	28
22	23	24			27	
29	30	31				
<u>Palm Sunday</u>						

Quick Fact : Nuclear Energy
Nuclear energy has been a part of Duke Energy's diverse fuel mix for more than 40 years, with the nuclear fleet setting high standards for safety, reliability and efficiency.

1.2015

sunday			monday			tuesday			wednesday			thursday			friday			saturday		
Quick Fact : Nuclear Energy Nuclear energy has one of the lowest effects on the environment of any energy source. It does not emit air pollution; it isolates its waste from the environment; and it requires a relatively small amount of land.									1			2			3			4		
									April Fools' Day						Passover/Good Friday					
5			6			7			8			9			10			11		
Easter																				
12			13			14			15			16			17			18		
19			20			21			22			23			24			25		
			Tax Day																	
26			27			28			29			30								

2015

friday monday tuesday wednesday thursday friday saturday

Quick Fact : Nuclear Energy

Affordable, reliable and clean nuclear energy has been part of Duke Energy's generation mix for 40 years. Today, Duke Energy operates 11 nuclear units in the Carolinas at six plant sites:

	4	5	6	7	1	2
		Cinco de Mayo				
0	11	12	13	14	8	9
199						
other's Day						
7	18	19	20	21	15	16
						Armed Forces Day
					22	23
4	25	26	27	28	29	30
31	Memorial Day					

2015

2004

Day

ier's Day
t Day of Summer

3

1	2	3	4	5	6
8	9	10	11	12	13
15 RK 29835 Cashed 7,000.00 2,000 Labor Son Exp 19 Per RD	16	17	18	19	20
22	23	24 X Start 1500.00 Per West RD	25	26	27
29 RK 618781 2,500.00 Labor RD	30	Quick Fact : Nuclear Energy Nuclear energy is the only resource capable of producing cost-efficient, dependable, around-the-clock, zero-emission electricity.			

07.2015

sunday monday tuesday wednesday thursday friday saturday

Quick Fact : Nuclear Energy

Duke Energy operates six nuclear facilities that generate more than 30 percent of the electricity consumed by its 7.2 million customers.

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Rec'd 29874

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678.57

Hotel - 1st floor

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17 Rec'd 620178

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3,000.00

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25 4

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28 Rec'd Dep

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31 Rec'd Dep

2,000.00

Rec'd 620178

1,000.00

201

08.2015

sunday monday tuesday wednesday thursday friday

Quick Fact - Nuclear Energy

There are 100 nuclear reactors in 31 states that supply nearly 20 percent of all U.S. electricity.

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5 ~~555~~ 29945

6 ~~666~~ 29946

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Hotel at Hotel

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19.2015

2015						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 10
6	7	8	9	10	11 EF 2 CK Gary Dep. 3,800.00	12 11
	Labor Day					
13	14	15	16	17	18 Gary Dep 1,000.00	19 12
Grandparent's Day Rosh Hashanah						
20	21	22	23 3,500.00	24	25	26 13
		Yom Kippur	First Day of Autumn			
27	28	29	30			

Quick Fact : Nuclear Energy
The U.S. nuclear energy industry
supports 100,000 American jobs.

[Sunday](#)
[Monday](#)
[Tuesday](#)
[Wednesday](#)
[Thursday](#)
[Friday](#)
[Saturday](#)

1 in 5: This is the number of U.S. homes and businesses powered by clean nuclear energy.

1	5	6	7	8	9	10
					9 Oct 30065 2951.95 Hotel not paid Travel require \$20 by me	11 15
11	12	13	14	15	16	17
204	Columbus Day					11 12
18	19	20	21	22	23	24
	9 Oct 30065 5,000.00 Cashed					11 13
15	26	27	28	29	30	31
db	db	Shop	287 H-71 to Dossier City LA	Control House Sabre Ind.	Grave H-11 AM	Plot 2 H-11 AM
						18 Halloween

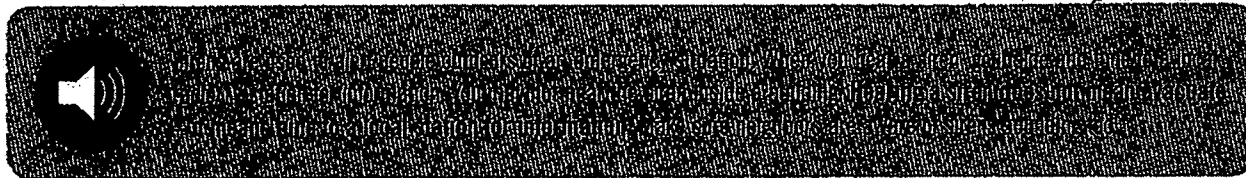
2015

day	monday	tuesday	wednesday	thursday	friday	saturday
	2B Ham Unload B-Ham Control 2	3 Unload City Trd Base Machine Chatterbox Election Day - TN	4 Spartanburg Unload 3:00	5 Rack Hill SC Harrisburg, NC Rack Creek County Landfill	6 The Super-Is	7 Unload 5 Rack Hill
Light Saving Time Ends	9	10 Rack Hill Payroll on 504700	11 Rack Hill	12 T/A 2:53 Greenville SC	13 Branches Co Unload 504700	14 20 Rack Hill SC - Det. Sanders Co
	16	17 Rack Hill Retire wages to 244.48 Rack Hill Match w/ Ticket	18 Veterans Day	19 Rack Hill 2,000.00 D - f - f	20 Rack Hill T/A Greenville SC	21 21 17 Greenville SC
Not a Field Day	23 Unload (Midnight) Rack Hill	24 Rack Hill Unload to Rack Hill	25 off	26 off Thanksgiving Day	27 off	28 22 18 off
	30 off					

Quick Fact : Nuclear Energy
A single uranium fuel pellet, the size of a pencil eraser, contains the same amount of energy as 17,000 cubic feet of natural gas or 149 gallons of oil.

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Quick Fact : Nuclear Energy Nuclear energy is used by more than 30 countries around the world.	12 Hill Williamstown No Unload - Load Steel Tank to extra	2 Sylvia Co Ocean Blvd	3 Douglas Co Unload Drop Haul Box Demos Load 2 49	4 Liquid Me Map / Sales @	5 23 Bonville Co (Cape Vista)
	7 Open Vista Unload Commodore Intl Pearl Harbor Day	8 Rock Hill No Load	9 off	10 B Horn Controls No Load	11 map / 5 Dies Load 2 Control Hauler	12 24 24 20 Dorville Co
206	14 Lake City FI House map - S.O.	15 Fi Myrtle	16 OK # 3015 unloaded 5,000.00 Cashed Simmy	17 Rock Hill Drop Haul Unload At Load	18 Rock Hill Jacks off Unload	19 25 28 No Load 21 Rock Hill
	21 off	22 off First Day of Winter	23 off	24 off Christmas Eve	25 Christmas Day	26 21 22 Rock Hill 2129 Kwanzaa Begins
206	28 D. H. S. Co Kern 48 Load H. H. S. Haul Truck	29 H. H. S.	30 Columbus Day Co Rock Hill	31 New Year's Eve	JAN 2nd JAN 9th JAN 27 x 4050.	27 4300 28 = 3,000

JANUARY 2016



					1 off New Year's Day	2 2 off
3 off	4 Shop	5 Shop	6 Jameville NC Fire truck #16 Fire truck	7 Unload PINE HALL ALA	8 PINE HALL ALA Load cranes	9 28 Keywood NY International App
10	11 IN From PINE HALL ALA	12 Rack H-11	13 Shop	14	15	16 29 off
	17 off	18 Unload at cut rack Shop	19 Martin Luther King Jr. Day	20 Rack H-11 SC Dinner VA D8 CAT Load	21	22
24 off	25 Fayetteville GA D Sensors	26 Rack H-11	27 Shop	28 Shop	29 Shop	30 30 off

FEBRUARY 2016

	1	2	3	4	5	6
off	Shop	Shop	Rack H:11 Henderville, SC	Franklin VA	Shipyard Unland Rack H:11	off 31
7 off	8 Shop	9 Shop	10 Shop Ash Wednesday	11 Shop	12 Shop Lincoln's Birthday	13 off 32
14 off	15 Rack H:11 Barnwell, SC Loaded Gen Set. President's Day	16 Natchez MS	17 Greenville SC T4	18 Ft Worth TX Unbaked	19 Rack H:11 No Load	20 off 33
21 off	22 Rack H:11 SC Midway Co Asphalt Tank Washington's Birthday	23 Macon, GA F1	24	25	26	27 Sterling Colorado 34
28	29 Unbaked Sterling, CO					



Did you know?

The Duke Energy Foundation donates more than \$25 million to empower the communities it serves. We also volunteer thousands of hours at nonprofits, including local animal rescues.

3

7

1

To	Black H:11	Early	from	Staling Co	→
----	------------	-------	------	------------	---

2

Early

3

from starting ω

4

535

1234

13

14

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16

Rock Hill to Barnwell GA
Map / And

17

18

1937

Loaded

St. Patrick's Day

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21

22

23 Untouched

24

To Rock Hill

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2638

**First Day of Spring
Palm Sunday**

28 *2000 H-11*

29

Entry to Prison Ill

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31

CASEY ILL

Good Friday

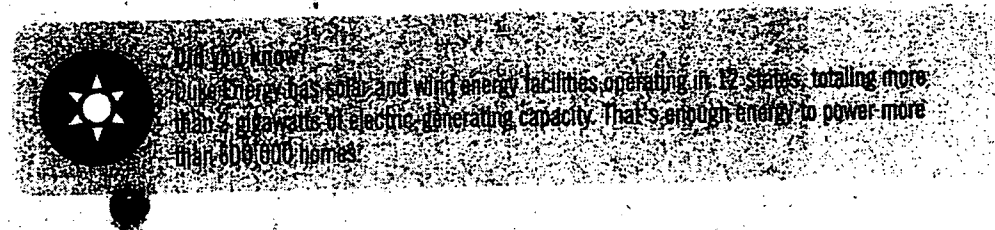
Easter

Our linemen construct, operate and maintain more than 295,000 miles of power lines that deliver electricity to more than seven million customers.

~~ELECTRONICALLY FILED 2018-01-04 1:27 PM YORK COMMON PLEAS - CASE#2017CP4002487~~

2016

	2	3	4	5 Red River TX	6 Jackson MI	7 44
out H. II Turbine Gen Refor		Unload Humble TX		Crane	Star Time Ducat Right Foot 50	
	9	10 Unload Fr. Est. Gregory Pools	11 2 rounds	12 Rock H. II	13 Shop	14 45
War's Day		No Load Washington NC	Washington to Hope Mills NC			off
211	16 Rock H. II Shoreberg NY	17 Empty	18 Port APM El. and both x's	19 Load Transform	20 Unload In	21 44
					Drop Trl.	Armed Forces Day
	23 Unload	24 Rock H. II Empty	25 Washington NC	26 Hope Mills	27 Shop	28 47
	Unload		Load cat 349	Unload 349 Rock H. II		off
	30	31				
off	off					
Memorial Day						



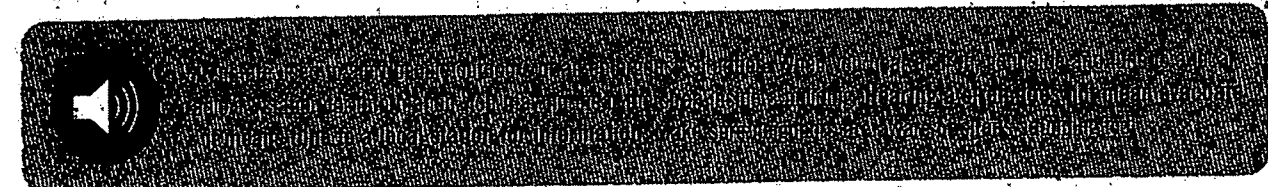
JUNE 2016



Did you know?
At Ohio State's medical school, thousands of
visitors learn about energy and nuclear power every year.

1	2	3	4
Flack Hill Sc	Camp La Jure	Flack Hill	Camp La Jure
	West Road map. Aug. 9		Flack Hill
5	8	10	11
off	Unload Truck	No Load	FT. BILLY
Flack Hill Sc	Flack Hill		
Hall			
Petro			
Keweenaw			
map			
12	15	17	18
	Petro	Unload N. Guard Bldg	Flack Hill Entry
	E 369	79 N	
19	22	24	25
Flack Hill	Shop	Shop	off
Father's Day			
26	29	30	
off	Unload map	Flack Hill Camp	

JULY 2016



3 off	4 off Independence Day	5 off	6 Race Hill S Raleigh NC Brass 700	7	1 Hopewell NC	2 52 Race Hill S
10	11 Race Hill S	12 Race Hill	13 Race Hill entry Siren Test Full volume: Catwaba, Harris, McGee, O'Connell, Low, Brunswick, Robinson	14 Charlottesville va	8 upload B-Ham	9 Race Hill entry
17 off	18 Race Hill	19 Silver City NC upload	20 NY Lowest 1/2 Spr. 4.8.10	21 D&N 0 247 290 Longview	15	16 Race Hill 3 trips
24	25 Ad. v. 100 TX	26 upload Heat Exchange Do	27 Course TX P/O P/O Drive	28 Race Hill And	22 entry Hartford CT P/O Heat Exchange	23 Ad. v. 100 TX
31					29 Race Hill Next Date CLC 370	30 Race Hill

AUGUST 2016

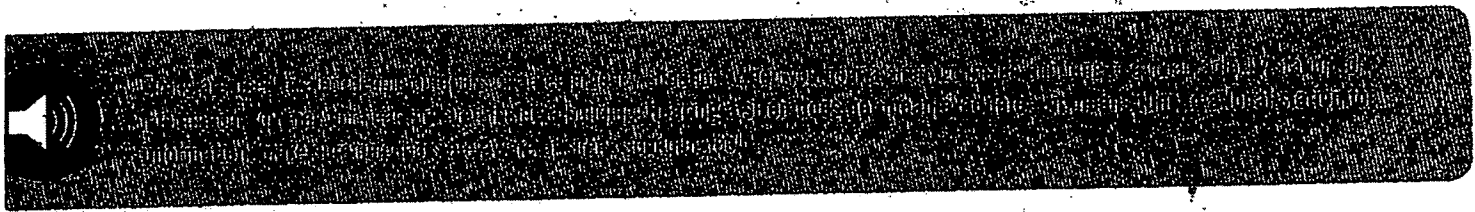
	1 Warehouse No Unload Hammer	2 Load At Accident MD Tank Street	3	4	5	6 Unload Tank II Houderly
7 1/A 2 789 Houderly	8	9 No Load TO RHILL	10	11 Shop	12 Shop	13 Hook TO Load I Loaded 10 Day Prior Terry 370
14 214	15 1/A NO	16	17 Long Island NY Unload Sims Scrap Metal	18 Hook Duffell car Building	19 Unload at Brian Castle D-ham Ah	20
21	22	23	24 Xmas to Kew York Load PC up to terminal ry	25	26 Unload At Tankery At WPS Last Duff Shoe	27 P/U Kornet Chattanooga
28	29 P/U Chattanooga Kornet PC 470	30	31 Unload WPS Houderly PC College CA Pipe Line	 Did you know? According to the Nature Conservancy, nuclear power has the smallest land-use footprint of all forms of energy generation, including wind and solar.		



Did you know?
Over one-third of the electricity Duke Energy generates comes from carbon-free sources such as wind, nuclear, hydro and solar.

				1 Lansdale	2 Lansdale	3 rd Maitland Rock Hill
	5 off	6 Shop	7 Shop	Cart P. pe Machine 8 Rock H. II Port Jay	9 Load Unlabeled	10 Unlabeled Consolidated
	12 Labor Day	13 Demott is unlabeled	14 Maitland to TN	15	16 Del. Dunes Dr Charlotte NC To Rock Hill	17 off
1 Grandparents' Day	19 Rock Hill SC	20 map Bar Load	21 Port Clinton OH Della MS	22	23 Kingsville TN Peters	24 Mother M
8 off	26 Port Henderson TX Unlabeled Duffin Roll	27 Port Henderson TX 28 Parker GA Unlabeled	29 To Rock H. II Yard Drop	30 Rock H. II To 119 To Rest Area In VA on I 77 N		

OBER 2016



in Hashanah
(one at Sundown)

216

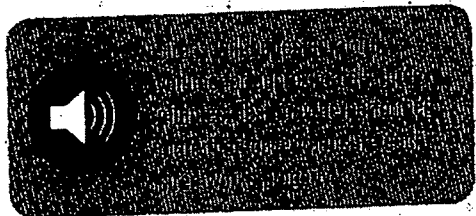
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3

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3	Place H:11 se Test Area Halle John	4	Peter EGIN 2205	5		6	Maybally NY ex:45 unload 200 ci	7	Place H:11 Entry	844
10	Place H:11 S 41	12	Corbin 104	13	Deuter 64	14	Deuter 64	15	Deuter 64	844
	Columbus Day Cat 326		Yom Kippur (Sundown) Siren Test Full volume: Catesha, Harris, McGuire, O'Connor, Low, Brunswick, Robinson		P/O Sundown 335		unload		Entry	
17	Place H:11 se	18	Charles 26	20		21	Bmw Sundown	22		
	Port Charlotte se Imperial 24		Sundown P/O 64 D Box				unloaded			
	Place H:11 se 24 April 25	26	Corbin 104	27	Entry to Catesha Corbin 104 Cat P/O 335	28		29	unloaded	
	MHL 320		unloaded							
	Halloween 31									

NOVEMBER 2016



6

Daylight Saving Time Ends

13

20

27

7

Rural Hall NC
to Ocracoke

14

21

Cleveland OH
Unlabeled at Auction
metal steel
Kalamazoo
Lift

28/10 Ocean

Term

8

Travel

Election Day

15

22

29

Deliver to paper

2

9

Travel

Full-Volume Siren Test
(Brassfield, Harris and Robinson only)

16

23

30

3

10

Blomberg, MS

Ext 7 T/A

Unlabeled at
Jacksonville, FL
NY = QUEEN
Loaded Kalamazoo
At Cullman, AL
Dunkirk

24

Thanksgiving Day

4

11

Veterans Day

18

25

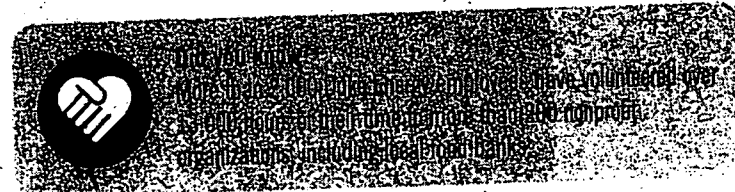
5th

12th

19th

26th

48



DECEMBER 2016



Did you know?

When decorating with holiday lights, consider installing light timers. Timers allow you to turn your lights on and off at specific times, saving you money without sacrificing holiday spirit.

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Christmas Day

Kwanzaa Begins

First Day of Winter

Christmas Eve
Hanukkah (Begins at Sundown)

New Year's Eve

1: Volvo 470
Topeka KL
Del. At
Lunch

2

3

Pearl Harbor Day

16 SEWING

HARTZ INC

Trade

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 New Year's Day	2 off	3 Load Sandwich Super At 7:00 AM SCREEN TBC off 3:45	4 Leave to Sammamish At 4: AM W.D.H. Deliver At 1:30 Go to NAWAULTV	5 P/O Sandie Downtown Nashville TN 456 Back order Delivered At NAWAULTV Cool move	6 Arrive At 12 City At 2:30	7 off
3	9 Shop 8	10 Shop 8	11 Shop 4 LEAVE to MT 8 7	12 P/O W.D.H. Shop Area to NAWAULTV 10	13 12 Ext 8 Yon Aln	14 10 T/A Harker
15 Arrive Mecon Jesse At 2:00 And Ask to Leave	16 Unload At Mecon TX Dr. Martin Luther King Jr. Day	17 T/A AT 789	18 10:20 LEAVE Head to Rnd H.11	19 Shop 11 6:00 move T/A to W.D.H. 2:30 Rel	20 8:30 Dr App 205 At Shop 4:11	21 off
22	23	24 Rnd H.11 de Yard All Day Left At 8:30 All night Double	25 Rd H.11 no Load Move Left	26 11:00 Final Crazy	27 P.10 E 113 64 W MT Stealing Ky	28 CSX Rd H.11 Chicago IL Chinese New Year Begins
29 Unload Kane Curve CSX	30 P.10 Harker	31 11:00 Rd H.11 8:20 m	Leave Rd At 6:00 PM	All night to Greensboro PA At 10:00 Rnd H.11 T/A 50 Load Leave 1:00 Greensboro PA		

February 2017

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH

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			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Deadline	2 Load Cruiser Leave Pleasant Hill Get to Greenacres for Groundhog Day	3 No VA Permit Wait till 5:00 Leave for Pitt Arrive at 12:00	4 ⁸²
	6 Back Hill & Co to T/A Greenacres for	7 Hank to Left Load	8 more Point Hill	9 9:00am Del mail Pittman 3:00pm P/O Arrive LA OR	10 with mail 2:30	11 ⁸³ Del One King's Pittman Pittman
22002	13 Shop Family Day (British Columbia)	14 Shop Valentine's Day	15 Back Hill Shop 11:00 Pittman TX	16 Load 12:00 Motor Home Cruiser	17 Leave Delm. Ty	18 ⁸⁴ 11:00 Arrive Back Hill
9 ncoln's Birthday	20 Shop 8:00 Leave 2:00 Presidents' Day Family Day (Canada)	21 Pilot Pilot Denville Hill VA	22 Deliver Pittman Washington's Birthday	23 Back Hill to O Ham The loaded load By R. G. Smith Leave King's Talked to	24 Deliver Pittman Arrive at 5:00 pm	25 ⁸⁵ 82
6 O/S	27 Shop P/O & for Orthodox Lent Begins	28 Leave for 3:00 Pittman 3:00 CL Johns		4:00 D/O Camryn TX	4:00 Rak Hill & Co	

March 2017

FEBRUARY

M	T	W	T	F	S
		1	2	3	4
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27	28				

APRIL

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23	24	25	26	27	28	29
30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Udon to Carmine TX Ash Wednesday	2 Unload Carmine TX 4:00 PM	3 Entry to Rock Hill SC 5:30 AM	4 86
	6 Rock Hill to Port Carmine TX Load Kalam F Ltt	7	8 JAMES DUBB MOP Del 2	9 300 }	10 MOP Load Fut Ltt ~~Get to Go~~	11 Leave At Day City to Ft 12 Lack for H At.
21 - At 5:30 Leaving Time Begins	13	14	15	16	17	18
	off		off	off	St. Patrick's Day	
	20 Leave At 5:00 PM to Miami FL Spring Begins	21 No Load Arrive at 9:00 AM	22 Power trac CAT	23 385 CL	24 Load Kenzie Trucks	25 88 Leave Port A E 328 120
Petro 368 - 75 N CAT 385	27 LEAVE Petro E 368 I 75 N	28 LOVEL E 208 I 65 N Clanton ALA.	29 Plot 1/5 P. market Traders Date	30 Clay Center Kansas (P. market Traders Date)	31 A Ocala Nebraska	

April 2017

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30	31				

MAY

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						89 11A Seattle East North Bend WA
3 Port Unload 430 Cat 395	4 Deadhead TO Morris IL Richie Brothers	5	6 Load PC 490 All Day	7 11A Easton OH. Ext 410	8 90 11A Columbia Columbia Pa	
10 Unload PC 490 At 400 Blackwood NJ	11 Black Hill 4 Am First Day of Passover	12 Leave At 5:30 AM Aiken SC PA Chick RA HS 200-200	13 off	14 off Good Friday	15 91 34 SW. 03	
17	18	19 mored st. st.	20	21	22	
Easter odox Easter	Easter Monday (Canada)				Earth Day	
24	25	26 Administrative Professionals Day	27 Rox city Deal	28 Arbor Day	29	
30						

May 2017

APRIL

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE

S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAURDAY
	1	2	3	4	5	6
	May Day				Cinco de Mayo	
7	8 <i>Rox city</i>	9	~~10~~	11	12	13
	<i>Out 2 hr</i>					
14	15	16	17	18	19	20
Mother's Day						Armed Forces Day
21	22	23	24	25 <i>Rox city Out 1 hr</i>	26	27
	Victoria Day (Canada)					First Day of Ramadan
28	29	30	31			
	Memorial Day, Observed					

June 2017

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2 <i>Roll City</i> <i>Level</i> <i>P. D. Deal</i>	3
4	5	6	7	8	9	10
11	12	13	14 <i>Flag Day</i>	15	16	17
18 <i>Father's Day</i>	19	20	21 <i>Summer Begins</i>	22 <i>Roll City</i> <i>Level</i> <i>Deal</i>	23	24 <i>St. Jean Baptiste Day (Québec)</i>
25	26 <i>First Day of Eid al-Fitr</i>	27	28	29	30	

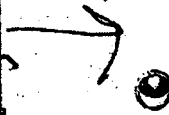
July 2017

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Canada Day (Canada)
	3	4 Independence Day	5	6	7	8 Rake city 10:00 to 11:00 Deal Nancy Bob
22 Rake city P/S coffee are there	10	11 Rake city 11:00 to 11:30 to try Rake deal Nancy Bob	12	13	14	15
6	17	18	19	20	21	22
3 30	24 31	25 03 KW Taken from my House about 9:15 AM with cabal truck Called Sheriff no report or anything	26 	27	28 Found ON MY CAR	29 6 P/L

JULY						
M	T	W	T	F	S	
					1	8
3	4	5	6	7		
10	11	12	13	14	15	
17	18	19	20	21	22	
24	25	26	27	28	29	
31						

August 2017

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
Send xx pt. can chase stuff 2/26	7 Civic Holiday (Canada)	8	9	10	11	12
3	14	15	16 Went to Dance hall got 1 new cayjet	17 Hine Fest. to do a claim & delivery truck	18	19
)	21	22	23	24	25	26
7	28	29	30	31		

EXHIBIT "D"

ELECTRONICALLY FILED - 2018 Apr 04 4:27 PM - YORK - COMMON PLEAS - CASE#2017CP4602487

Rock City Heavy Haul, Inc.

Fam Trust Checking xxxx3532 S10

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit Class	Stat	Balance
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement		\$489.61		C	n/a
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00		R	n/a
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE		\$2,000.00		R	n/a
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursement		\$244.45		R	n/a
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE		\$5,000.00		R	n/a
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement		\$2,956.95		R	n/a
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE		\$1,000.00		R	n/a
9-25-2015		CASH				2000.00			
08/06/2015	29946	Check	Mark Pafford	Equipment		\$10,000.00		R	n/a
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursement		\$2,377.61	truck 52	R	n/a
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursement		\$781.85	202098R	R	n/a
07/28/2015	Debit	Check	Mark Pafford	Purchased Equipment	Mark Pafford	\$2,000.00	Cashier's Check	R	n/a
07/16/2015	29891	Check	Mark Pafford	petty cash		\$1,000.00	GARY CASH	R	n/a
07/14/2015	Debit	Check	Mark Pafford	Loan Repay - Robert Duncan		\$3,000.00		R	n/a
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursement		\$678.37		R	n/a
06/29/2015	Debit	Check	Mark Pafford	Permits and Escorts	purchased equipment	\$2,500.00	Cashier's Check	R	n/a
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursement		\$492.09		R	n/a
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	\$7,000.00		R	n/a
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	\$1,000.00		R	n/a
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursement	Expense	\$138.34	202020R	R	n/a
05/21/2015	29780	Check	Mark Pafford	Equipment		\$2,000.00		R	n/a

ELECTRONICALLY RECORDED - 01/20/2016 04:27 PM - YORK - COMMONWEALTH - CASE#20157CPAS02487

	Pafford			
05/05/2015 29735 Check	Mark Pafford	Equipment	\$494.87	R
05/01/2015 29729 Check	Mark Pafford	Equipment	\$2,000.00	R
04/21/2015 29697 Check	Mark Pafford	Purchased Equipment	\$2,000.00	R
03/27/2015 29614 Check	Mark Pafford	Equipment	\$773.46	R
02/20/2015 29549 Check	Mark Pafford	Expense Reimbursement	\$346.69	201915R
02/10/2015 29516 Check	Mark Pafford	Expense Reimbursement	\$20.75	R

Fam Trust Checking xxx3532 S10 Ending Balance: ~~2,000.00~~

Payee: Mark Pafford

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Reconciliati on Status	Balance
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursme nt					Reconciled	
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursme nt				201915	Reconciled	
03/27/2015	~~29514~~	Check	Mark Pafford	Equipment Purchased		4,000.00			Reconciled	
04/21/2015	29897	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/01/2015	29729	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/05/2015	29735	Check	Mark Pafford	Equipment					Reconciled	
05/21/2015	29780	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursme nt	Expense			202020	Reconciled	
05/29/2015	29803	Check	Mark Pafford	Equipment	KW Trailer	1,000.00			Reconciled	
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	7,000.00			Reconciled	
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursme nt					Reconciled	
06/29/2015	Debit Check ck 418781	Check	Mark Pafford	Permits and purchased Escorts equipment		2,000.00			Reconciled	
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursme nt					Reconciled	
~~07/14/2015~~	Debit Check 71215	Check	Mark Pafford	Purchased Equipment		3,000.00			Reconciled	
~~07/14/2015~~	29891	Check	Mark Pafford	petty cash		1,000.00			Reconciled	
07/28/2015	Debit Check 620712	Check	Mark Pafford	Equipment	Mark Pafford	2,000.00			Reconciled	

Date	Check #	Type	Payee	Description	Amount	Status
08/04/2015	28938	Check	Mark Pafford	Expense Reimburse nt 781.85 (Hotel wght T. Vch)	202098	Reconciled
08/05/2015	28945	Check	Mark Pafford	Expense Reimburse nt 2377.61 Truck T. Vch	truck 52	Reconciled
08/06/2015	28948	Check	Mark Pafford	Equipment PURCHASE 10,000.00		Reconciled
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE 1,000.00		Reconciled
10/07/2015	30085	Check	Mark Pafford	Expense Reimburse nt 295.95 Exp (Reimburse Hotel Mix)		Reconciled
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE 5,000.00		Reconciled
11/17/2015	30107	Check	Mark Pafford	Expense Reimburse nt 244.45 (Hotel wght tickets)		Reconciled
11/19/2015	30108	Check	Mark Pafford	EQUIPMENT PURCHASE 2,000.00		Reconciled
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE 5,000.00		Reconciled
01/08/2016	30187	Check	Mark Pafford	Expense Reimburse nt 477.61 Exp wght tickets		Reconciled
02/19/2016	30250	Check	Mark Pafford	EQUIPMENT PURCHASE 3,000.00		Reconciled
02/19/2016	30252	Check	Mark Pafford	Expense Reimburse nt		Reconciled
03/04/2016	30265	Check	Mark Pafford	Purchases 3,000.00		Reconciled
03/24/2016	30301	Check	Mark Pafford	Expense Reimburse nt 500.00 Family Trust		Reconciled
03/24/2016	30302	Check	Mark Pafford	EQUIPMENT PURCHASE 671.42 Exp money		Reconciled
04/22/2016	30355	Check	Mark Pafford	EQUIPMENT PURCHASE 3,000.00		Reconciled
06/20/2016	30420	Check	Mark Pafford	Expense Reimburse nt 815.24 Exp Reimburse nt		Reconciled

Bought in mobile A1

9-9-16 30478 - 77.44
8-22-16 30468 - 194.00
30471 - 147.00
30472 - 147.00
30473 - 147.00
30474 - 147.00
30475 - 147.00
30476 - 147.00
30477 - 147.00
30478 - 147.00
30479 - 147.00
30480 - 147.00
30481 - 147.00
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30497 - 147.00
30498 - 147.00
30499 - 147.00
30500 - 147.00

CASH ONLY IF ALL Checklock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30614

Rock City Heavy Haul Inc.
154 North American Street
Rock Hill, S.C. 29730

4-27-17

2 THE OF Mark Fafford
Four thousand 00/100

\$4000.00

References



gwp Purchased
00306116 62

0306 14 1959 1735 303 0000 0000 0000

ELECTRONICALLY FILED - 18 Apr 04 4:27 PM - V
COMMON PLEA - CASE#2017CP4602487

CASH ONLY IF ALL CHECKS... SECURITY FEATURES LISTED ON BACK INDICATE NO LAUNDERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

30618

4/11/2017

PAY TO THE ORDER OF Mark Pafford

\$ 4,000.00

Four Thousand and 00/100

Mark Pafford

DOLLARS

Robert W. Duncan

⑈030610⑈ ⑆253279659⑆3100000083532⑈

MEMO

Robert W Duncan
DBA Rock City Truck
5300 Bluebird Lane
York SC 29745

WELLS FARGO BANK, NA
67-778/532

1301

2/23/2017

PAY TO THE ORDER OF MARK PAFFORD

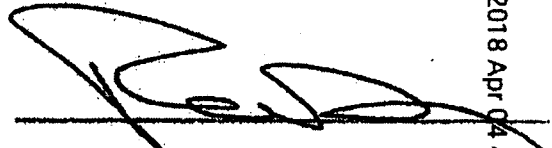
\$ 3,000.00

Three Thousand and 00/100

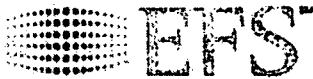
DOLLAR

MARK PAFFORD

MEMO



⑈001301⑈ ⑆053207766⑆ 3984118848⑈



1104 Country Hills Dr. Suite 600
Ogden, UT 84403



CHECK NUMBER

88-158/531

92764363

DATE

2-27-17

PAY TO THE ORDER OF

Mark Pafford

THE SUM OF

two thousand 00/100

U.S. DOLLARS

\$ 2000.00

DRIVER'S LICENSE

162543

State

MONEY CODE

140672 7461850 000

Payable through WFB, N.A.
Chapel Hill, NC

Issued by Electronic Funds Source LLC



Authorized Signature

Do not accept without
obtaining authorization
directly from EFS

AUTHORIZATION CODE

VALID FOR 30 DAYS AFTER AUTHORIZATION

This draft is not valid and will not be honored without obtaining an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:

www.efsilc.com

tel: 801-624-4690 tel: 800-465-56

Draft only honored with valid authorization code and properly completed and identification verified prior to cash

⑈927643635⑈ ⑆05310156⑆ 8018014137⑈

COMMON PL 17CP4602487

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

1348

ROBERT W. DUNCAN
684 Rock City Road
5000 Brookfield Lane
York, PA 17405

WELLS FARGO BANK, N.A.
AT YORK, PA

7/18/2017

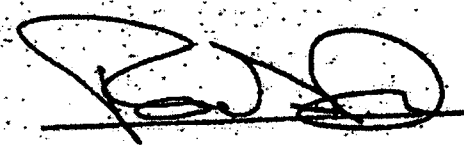
\$ 4,000.00

PAY TO THE ORDER OF MARK PAFFORD

Four Thousand and 00/100

DOLLARS

MARK PAFFORD



MEMO

⑆001348⑆ ⑆053207766⑆ 3984118848⑆

ELECTRONICALLY FILED - 2018 Apr 06 4:27 PM - YORK - COMMON PL EAS - 03-87-JAN-MINOR-07

Intuit® QuickLock™ Secure Check

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
87-29952832

30551

12-2-2016

PAY TO THE
ORDER OF

MARK DAFFORD

\$ 4,000.00

Four Thousand

DOLLARS

PROTECTED AGAINST FRAUD



MEMO

CARY FUNK

030551 25327965913100000083532

Rock City Heavy Haul Inc.

30551

12-2-2016
MARK DAFFORD
\$ 4000.00

COMMON PLEAS - CASE#2017CP4602487

Rock City Heavy Haul Inc.

30551

FILED 2018 APR 04 4:27 PM

ROBERT W DUNCAN
DBA ROCK CITY TRUCK
1100 ELMER RD LN
TOLSON MO 64088-2008

1162

DATE 10/28/14

PAY
TO THE
ORDER OF

Mark Patton
two thousand 00

\$ 2000.00

000000



[Signature]

FOR

⑈0000001162⑈ ⑆053207766⑆ 3984118848⑈

COMMON PLEAS - CASE#2017CP4602487

ELECTRONICALLY FILED - 2018 Apr 04 17:27 PM
 CRIMINAL PLAS - CASE# 2018-05147-2557-1
 11 14 10300

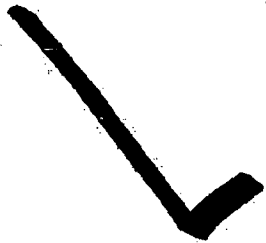
9-16-2016

Rock City Heavy Haul
154 N Anderson Road
Rock Hill SC 29745
803-324-4125

RE: Payment received

I, Mark Pafford, have received the amount of \$ 10,000.00
from Rock City Heavy Haul today as a purchase toward
equipment for Rock City Heavy Haul.

Signed MP
Date 9 16 14



CASH ONLY IF ALL OPERATOR SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR CORRUPTING

Rock City Heavy Hardware
154 North Anderson Road
Rock Hill, S.C. 29730

30478

9/9/2016

PAY TO THE ORDER OF Mark Pafford

\$77.64

Seventy-Seven and 64/100

DOLLARS

Mark Pafford

MEMO

Robert W. Duneau

⑈030478⑈ ⑆253274654⑆ ⑆100000083532⑈

CASH ONLY IF ALL CheckLock SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30472

Rock City

8-23-16

PAY TO THE ORDER OF

Mark Pafford

\$ 4000.00

Four Thousand 00/100

DOLLARS

MEMO

Equipment

⑆030472⑆ ⑆55379659⑆ ⑆100000043⑆ ⑆12⑆

Details on Back
Inside CheckLock Secure Check

ROCK CITY HEAVY TRAIL INC.

DRIVER

TRACTOR/TRAILER REPAIR WRITE UP

DATE

DRIVER AND TANK

TRACTOR TRAILER 1/2

MILEAGE

1. Hudson Ave. from 3000 ft
to 1000 ft at 100 ft interval

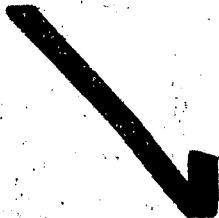
2. Adrian St.
at 1000 ft

PAID TO THE
CREDIT

One Hundred Dollars and 00/100



YOUR COPY



COPY

CASH ONLY IF ALL CHECKS: SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Hasty Mart
154 North Anderson Road
Rock Hill, SC 29730

30461

8/10/2016

PAY TO THE
ORDER OF Mark Pafford

\$ 147.20

One Hundred Forty Seven and 20/100

DOLLARS

Mark Pafford

MEMO

misc. receipts

030461 25327965923 100000083592

WEST VIRGINIA
JANUARY 1968

BANK OF AMERICA
NATIONAL ASSOCIATION

NEW YORK, N.Y.
10017

1002
7-27-16
\$ 5,000.00

ORIGINAL FILED - 2018 APR 04 10:20 AM NEW YORK - COB
DON PLEAS - CASE#2017CP4602487

06/20/2018	~~38421~~	Check	Mark Pafford	EQUIPMENT PURCHASE	[REDACTED]	Reconciled
07/12/2018	~~38448~~	Check	Mark Pafford	EQUIPMENT PURCHASE	[REDACTED]	Reconciled
TOTAL					67,500.00	