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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Edward W. Miller, Circuit Court Judge

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

Ironwork Productions, LLC, Appellant,

v.

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

**AMENDED RECORD ON APPEAL
VOLUME II**

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SC Court of Appeals

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EXHIBIT B

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

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

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

DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All contracts and agreements, including any changes or modifications thereto, between Plaintiff and any contractor, subcontractor, or supplier, relating to any work in which the Compact Track Loader was used.
2. All correspondence, reports, letters, or memoranda by any person or entity related to the Compact Track Loader or any of the matters in this suit.
3. All photographs, diagrams, or other documents whether in hard copy or electronic format relating to the Compact Track Loader or any of the matters in this suit.
4. All documents by any investigators, governmental entities or any other person(s) or entity(s) relating to the Compact Track Loader or any of the matters in this suit.
5. All non-privileged notes or correspondence by, to, or from you concerning the subject matter of this lawsuit.
6. All correspondence by and between you and any person or entity that relate to the Compact Track Loader or any of the matters in this suit, including all internal memos or communications of said entities and or person(s).
7. Records of all payments, requisitions or invoices related to the Compact Track Loader, any and all work performed or requested with the Compact Track Loader, or any of the matters in this suit, with an itemized breakdown of amount(s).
8. All documents related to any and all jobs or projects that you claim you did not accept or complete for any reason related to the Compact Track Loader, including but not limited to all correspondence, notes, work orders, emails, text messages, and any and all other documents.
9. All documents obtained through the use of Subpoena(s) or Freedom of Information Act Requests in this case.

10. All statements of possible witnesses, whether written, oral, summarized, or otherwise produced in any manner, relating to the subject matter of this case.
11. All documents supporting Plaintiff's claims for damages.
12. A current résumé and curriculum vitae for each expert you have retained.
13. All documents, photographs or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint.
14. All reports relating to this case prepared by any expert.
15. Any and all photographs taken of any portion or aspect of the Compact Track Loader or any work performed using the Compact Track Loader.
16. All documents related to any insurance claim(s) filed by Plaintiff or any of its principals related to the subject matter of this case.
13. Any and all documents relating to any monies paid by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.
14. Any and all documents relating to any monies received by Plaintiff related in any way to the Compact Track Loader or any of the matters in this suit.
15. All documents identified, mentioned, or referred to in Plaintiff's answers to Plaintiff's First Set of Interrogatories to Plaintiff or relied upon by Plaintiff or the attorneys for Plaintiff in responding to those interrogatories.
16. Any document or tangible material which Plaintiff intends to use as an exhibit in the trial of this matter.

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

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

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

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

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

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

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

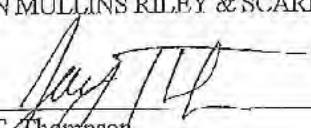
24. Any and all documents that evidence, relate to, or refer to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

< Signature on Next Page >

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Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Jay T. Thompson

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Amber M. Hendrick

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(803) 799-2000

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

Columbia, South Carolina

January 25, 2019

CERTIFICATE OF SERVICE

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

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

Counsel Served:

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

Attorney for Plaintiff

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

Attorney for Bobcat of Greenville, LLC



Lynn Dillard
Administrative Assistant

January 25, 2019

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EXHIBIT C

Lynn Dillard

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

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

Delane

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

Delane,

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

Thank you,

Jay



NELSON MULLINS

JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1320 MAIN STREET | COLUMBIA, SC 29201

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Scott MacLatchie

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

Follow Up Flag: Follow up
Flag Status: Flagged

◀External Email▶ - From: delane.rosemond@gmail.com

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

Delane

--
E. Delane Rosemond
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
<u>COUNTY OF GREENVILLE</u>	)	
	)	
IRONWORKS PRODUCTIONS, LLC	)	C/A NO.: 2018-CP-23-04516
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S ANSWERS TO
	)	CLARK EQUIPMENT COMPANY D/B/A,
	)	BOBCAT COMPANY'S FIRST SET OF
	)	INTERROGATORIES
	)	
BOBCAT OF GREENVILLE, LLC	)	
AND BOBCAT COMPANY, INC.	)	
	)	
Defendants.	)	
	)	

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

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

ANSWER

- a) **Brandon McAlister**
Biggerstaff Rd.
Seneca, SC 29678
- b) **Anne McAlister**
237 Biggerstaff Rd.
Seneca, SC 29673
- c) **Haskell Dill**
228 Brock Road
Westminster, SC 29693

- d) Tyler Smith**
237 Biggerstaff Road
Seneca, SC 29672
- e) Drew Morgan**
811 Bellview Way
Seneca, SC 29678
- f) Julie King**
15049 Beacon Shores Drive
Seneca, SC 29672
- g) Greg Gooding**
597 Frenge Branch Road
Seneca, SC 29672
- h) Adam Donner**
250 East Beaton
West Fargo, ND 58028
- i) Adam Mauch**
250 East Beaton
West Fargo, ND 58028
- j) Rich Goldsbury**
250 East Beaton
West Fargo, ND 58028
- k) Rose at Bobcat Customer Service**
250 East Beaton
West Fargo, ND 58028
- l) Mary at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028
- m) Kari at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

- n) **Scott Park**
Doosan Tower 18-12
Euljiro 6-ga
Jung-gu
Seoul, South Korea
- o) **Daniel Hollingsworth**
2512 River Rd.
Piedmont, SC
- p) **Brad Daniels**
2512 River Rd.
Piedmont, SC
- q) **Frank Hollowell**
Denis Cimar
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
Canada
- r) **Mario Pelletier**
Denis Cimar
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
- s) **Andre Bias**
Denis Cimar
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

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

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

ANSWER

- a) Note from Ron Ferrell on 8/9/18 regarding mulching
- b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property
- c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing
- d) Quote from client on 4/16/18 to Kathy Jones – 105 Daca Dr. Pickens, SC
- e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home
- f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg
- g) Quote from client on 1/24/18 to Lake Keowee Ford
- h) Email 5/14/18 from client to Brad at Bobcat
- i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown
- j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540
- k) Email 3/16/18 picture of Bobcat
- l) Email 3/28/18 picture of card of Denis Cimag, Mario Pelletier, Technical Support
- m) Email 4/3/18 from client to Brad at Bobcat
- n) Multiple emails from client to Daniel Hollingsworth and Bobcat
- o) Service Invoice 08/10/18
- p) Service Invoice 05/07/18
- q) Service Invoice 05/14/18
- r) Service Invoice 04/30/18
- s) Service Invoice 09/19/18
- t) Service Invoice 01/31/18
- u) Service Invoice 02/01/18
- v) Service Invoice 01/10/18

- w) Service Invoice 01/11/18
- x) Machining Trader Order Confirmation 04/24/18
- y) Bobcat Web Screen shots for Bobcat, Inc.
- z) Spreadsheet pg 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded
- aa) Email from client on 4/10/18 to Mario Pelletier
- bb) Invoice Gator Made Trailers, Inc. 11/9/18
- cc) Statement Blanchard CAT 9/30/18
- dd) Wells Fargo Invoice 10/20/18
- ee) Wells Fargo Notice of Default 9/27/18
- ff) Service Invoice 07/26/18
- gg) Service Invoice 07/06/18
- hh) Service Invoice 05/25/18
- ii) Service Invoice 05/07/18
- ii) Service Invoice 04/30/18
- jj) Service Invoice 03/19/18
- kk) Service Invoice 01/31/18
- ll) Service Invoice 01/10/18

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

ANSWER

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

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

ANSWER

No liability coverage for this incident.

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

ANSWER

Brandon McAlister - Member

Anne McAlister - Member

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

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

ANSWER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***June 14, 2018 – machine in shop.**

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

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

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

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

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

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

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

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

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

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

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

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

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

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

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

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

ANSWER

- a) Note from Ron Ferrell on 8/9/18 regarding mulching
- b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property
- c) Quote from client on 6/22/18 to Jerry Edwards – Edward Printing
- d) Quote from client on 4/16/18 to Kathy Jones – 105 Dacca Dr. Pickens, SC
- e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home
- f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg
- g) Quote from client on 1/24/18 to Lake Keowee Ford
- h) Email 5/14/18 from client to Brad at Bobcat
- i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown
- j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540
- k) Email 3/16/18 picture of Bobcat
- l) Email 3/28/18 picture of card of Denis Cimar, Mario Pelletier, Technical Support
- m) Email 4/3/18 from client to Brad at Bobcat
- n) Multiple emails from client to Daniel Hollingsworth and Bobcat
- o) Service Invoice 08/10/18
- p) Service Invoice 05/07/18
- q) Service Invoice 05/14/18
- r) Service Invoice 04/30/18
- s) Service Invoice 09/19/18
- t) Service Invoice 01/31/18
- u) Service Invoice 02/01/18
- v) Service Invoice 01/10/18
- w) Service Invoice 01/11/18
- x) Machining Trader Order Confirmation 04/24/18
- y) Bobcat Web Screen shots for Bobcat, Inc.
- z) Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded

- aa) Email from client on 4/10/18 to Mario Pelletier
- bb) Invoice Gator Made Trailers, Inc. 11/9/18
- cc) Statement Blanchard CAT 9/30/18
- dd) Wells Fargo Invoice 10/20/18
- ee) Wells Fargo Notice of Default 9/27/18
- ff) Service Invoice 07/26/18
- gg) Service Invoice 07/06/18
- hh) Service Invoice 05/25/18
- ii) Service Invoice 05/07/18
- ii) Service Invoice 04/30/18
- jj) Service Invoice 03/19/18
- kk) Service Invoice 01/31/18
- ll) Service Invoice 01/10/18

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

Answer:

Brandon McAlister

Haskell Dill

Tyler Smith

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

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

ANSWER

- a) Note from Ron Ferrell on 8/9/18 regarding mulching
- b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property
- c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing
- d) Quote from client on 4/16/18 to Kathy Jones – 105 Dacca Dr. Pickens, SC
- e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home
- f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg
- g) Quote from client on 1/24/18 to Lake Keowee Ford
- h) Email 5/14/18 from client to Brad at Bobcat
- i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown
- j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540
- k) Email 3/16/18 picture of Bobcat
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- ii) Service Invoice 04/30/18
- jj) Service Invoice 03/19/18
- kk) Service Invoice 01/31/18
- ll) Service Invoice 01/10/18

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

ANSWER:

- *I received delivery of the machine on January 17,2017.**
- *Machine blew a hydraulic line on January 18,2017.**
- *On November 22, 2017, Denis Cimaf forestry muncher representative comes to install forestry head and calibrate the machine.**
- *On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimaf. Picked up the machine on 12/01/17 invoice number 03-149662. Paid \$530.96. Only 14 hours on machine.**
- *On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**

- *January 10, 2018 – machine in shop. See service sheet**
- *January 11, 2018 – machine in shop for 50-hour service. 46.52 hours on machine**
- *January 13, 2018 – machine in shop. Client was not supplied a work order.**
- *March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.**
- *April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.**
- * April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**
- *May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.**
- *May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)**
- (This is when I stopped getting invoices for time in the shop)**
- *June 14, 2018 – machine in shop.**
- *June 27, 2018 – machine in shop (see text messages with Daniel)**
- *July 3, 2018 – machine back in shop due to hydraulic leak I believe**
- *July 17, 2018 -machine back in shop.**
- *July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)**
- *August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)**
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- *August 13, 2018 – see transcript from Daniel text messages.**
- *August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)**
- *September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)**
- *October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)**

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

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

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

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

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

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

ANSWER

a) Based on receipt

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

• \$30,000	
• \$17,270	
• \$51,500	
• <u>\$16,450</u>	
Subtotal	\$172,680
b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	\$
Costs of Caterpillar machine (\$146,750.00)	
c) Purchase of a trailer for Caterpillar since repossessed	\$ 3,600
d) Estimated working hours lost to and from Bobcat of Greenville based on \$250.00 per hour delivering and picking up the machine.....	\$10,250
e) Damage to my name and business.....	\$2,000,000
f) Revenue lost due to Bobcat breakdown	
• \$18,970	
• \$ 1,000	
• \$21,000	
• \$32,000	
• \$36,000	
• \$ 5,600	
• \$ 2,000	
• \$15,260	
• <u>\$31,450</u>	
Subtotal	\$162,980

TOTAL \$2,373,160

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

ANSWER

- a) **Mr. Dill will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.**
- b) **Mr. Smith will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.**
- c) **Mr. Morgan will testify as he witnessed the break downs, right track falling off as well as the general loss of use due to the machine being in the shop so much.**
- d) **Mr. Gooding will testify that he witnessed the general loss of use, loss of jobs due to the machine staying in the shop and delayed jobs including his own.**
- e) **Ms. King will testify as to the daily stress of myself not being able to use the machine and that it was costing me money and not completing jobs.**
- f) **Ms. McAlister will testify as to the break downs, right track falling off after the fact; moreover, she has had to provide monies to me because of the machine not working properly and notes payments were due.**
- g) **Mr. Donner should testify as to the many phones I made to him asking him to buy back the machine after telling me "I am sure you will have no more issues with it back in April and/or May 2018. Furthermore, he should indicate that after a while my phone call went unanswered after leaving messages after May 2018.**
- h) **Mr. Mauch should testify that I asked him to buy back the machine; he should indicate that my calls went ignored after leaving messages on several occasions after the May 2018 incident.**
- i) **Mr. Rich Goldsbury and his assistant Kari should testify to me that "I just couldn't call the president of a multibillion-dollar global corporation and they passed me on to Adam Donner. Should testify that I called many times, leaving detailed messages, which were ignored and speaking to various assistants only to be sent back to other people in the company that didn't have the authority to may buy back decisions.**
- j) **Ms. Rose should testify that she is a customer service representative and she took my calls when I called to complain about the machine.**
- k) **Ms. Mary and Keri should testify of my discussing my experience with this machine and I can call them to testify that they had in-depth knowledge of my issue with this machine.**
- l) **Mr. Park should testify that the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and touting or helping others.**

- m) **Mr. Hollingsworth should testify about discussions regarding the Bobcat machinery and my client. hat the took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and outing or helping others.**
- n) **Mr. Daniels should testify about discussions regarding the Bobcat machinery and my client.**
- o) **Mr. Hollowell should testify regarding the discussions between my client and Denis Cimag regarding the machine.**
- p) **Mr. Pelletier should testify regarding the machine when he came out to the residence to fix the Bobcat.**
- q) **Mr. Bias should testify regarding the discussions between my client and Denis Cimag regarding the machine.**

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

ANSWER:

- *I received delivery of the machine on January 17,2017.**
- *Machine blew a hydraulic line on January 18,2017.**
- *On November 22, 2017, Denis Cimag forestry muncher representative comes to install forestry head and calibrate the machine.**
- *On November 30, 2017 took the machine to Bobcat Dealer for new case drain line for forestry head as required by Denis Cimag. Picked up the machine on 12/01/17 invoice number 03-149662. Paid \$530.96. Only 14 hours on machine.**
- *On December 7, 2017 warning lot with D7540 left Swash Plate sensor out of range low (SEE PHOTO)**
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*** April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.**

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

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

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

***June 14, 2018 – machine in shop.**

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

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

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

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

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

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

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

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

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

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

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

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

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

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

Answer:

No

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

Answer:

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

Lawsuit over the payment of the Compact Track Loader.

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

Answer:

Business License

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

ANSWER

g) Based on receipt

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

Subtotal	\$172,680

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

Costs of Caterpillar machine (\$146,750.00)

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

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

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l) Revenue lost due to Bobcat breakdown	

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- \$31,450

Subtotal **\$162,980**

TOTAL **\$2,373,160**

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

Answer:

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

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

ANSWER:

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

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

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

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***Photographs included with text messages.**

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***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

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

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

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

ANSWER:

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

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

Respectfully submitted,

THE ROSEMOND LAW FIRM, P.A.

BY: _____

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

April 1, 2019

Seneca, South Carolina

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

ANSWER:

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

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

*** “one tough animal” for the most demanding job sites;**

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

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

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

ANSWER:

- * You cannot run a business with a machine that stays in the shop.
- * it's extremely difficult to maintain a good name when you promise customers that you will be there and not be able to show up due to the equipment being down.
- *equipment tearing up several times on a job that the customer wants completed causing them delays in their project.
- *getting a call that they found someone who could do it sooner and they don't need you anymore.
- *finding out later that they paid another person more because you couldn't do the job as promised.
- *when you hear that you cannot be trusted to complete a job on time or hear that someone said not to hire you because you cannot get a to a job and say your machine is in the shop.
- * a customer is 4 times more likely to defect to a competitor if the problem is service related than price or product. —Bain & Company
- *Price is not the main reason for customer churn; it is due to the overall poor quality of customer service – Accenture global customer satisfaction report 2008.
- * A dissatisfied customer will tell between 9-15 people about their experience. Around 13% of dissatisfied customers tell more than 20 people. – White House Office of Consumer Affairs.
- *70% of buying experiences are based on how the customer feels they are being treated. - McKinsey
- *it costs 6-7 times more to acquire a new customer than to retain an existing one-Bain & Company

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

ANSWER:

Bobcat:

02/07/18	\$2,579.24
03/01/18	\$2,579.24
03/27/18	\$2,579.24
05/03/18	<u>\$2,579.24</u>
TOTAL	\$10,316.96

Trailer:

	\$465.84
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	<u>\$232.72</u>
TOTAL	\$2,559.92

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
<u>COUNTY OF GREENVILLE</u>	)	
	)	
IRONWORKS PRODUCTIONS, LLC	)	C/A NO.: 2018-CP-23-04516
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S RESPONSES TO
	)	CLARK EQUIPMENT COMPANY
	)	D/B/A BOBCAT COMPANY
	)	REQUEST FOR PRODUCTIONS
BOBCAT OF GREENVILLE, LLC	)	
AND BOBCAT COMPANY, INC.	)	
	)	
Defendants.	)	
	)	

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

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

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

RESPONSE: None

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

RESPONSE:

- a) Note from Ron Ferrell on 8/9/18 regarding mulching
- b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property
- c) Quote from client on 6/22/18 to Jerry Edwards – Edward Printing

- d) Quote from client on 4/16/18 to Kathy Jones – 105 Dacca Dr. Pickens, SC
- e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home
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- n) Multiple emails from client to Daniel Hollingsworth and Bobcat
- o) Service Invoice 08/10/18
- p) Service Invoice 05/07/18
- q) Service Invoice 05/14/18
- r) Service Invoice 04/30/18
- s) Service Invoice 09/19/18
- t) Service Invoice 01/31/18
- u) Service Invoice 02/01/18
- v) Service Invoice 01/10/18
- w) Service Invoice 01/11/18
- x) Machining Trader Order Confirmation 04/24/18
- y) Bobcat Web Screen shots for Bobcat, Inc.
- z) Spreadsheet pg. 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded
- aa) Email from client on 4/10/18 to Mario Pelletier
- bb) Invoice Gator Made Trailers, Inc. 11/9/18
- cc) Statement Blanchard CAT 9/30/18

dd) Wells Fargo Invoice 10/20/18

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

ff) Service Invoice 07/26/18

gg) Service Invoice 07/06/18

hh) Service Invoice 05/25/18

ii) Service Invoice 05/07/18

ii) Service Invoice 04/30/18

jj) Service Invoice 03/19/18

kk) Service Invoice 01/31/18

ll) Service Invoice 01/10/18

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

RESPONSE: See any photos from #2

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

RESPONSE: None

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

RESPONSE: None

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

RESPONSE: See response #2

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

RESPONSE: See answer to #2

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

RESPONSE: See answer to #2

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

RESPONSE: None

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

RESPONSE: None

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

RESPONSE:

a) Based on receipt

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

Subtotal **\$172,680**

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

Costs of Caterpillar machine (\$146,750.00)

- c) Purchase of a trailer for Caterpillar since repossessed \$ 3,600
- d) Estimated working hours lost to and from Bobcat of Greenville based on \$250.00 per hour delivering and picking up the machine..... \$10,250
- e) Damage to my name and business..... \$2,000,000
- f) Revenue lost due to Bobcat breakdown
 - \$18,970
 - \$ 1,000
 - \$21,000
 - \$32,000
 - \$36,000
 - \$ 5,600
 - \$ 2,000
 - \$15,260
 - \$31,450

Subtotal \$162,980

TOTAL \$2,373,160

g) Bobcat:

02/07/18 \$2,579.24
 03/01/18 \$2,579.24
 03/27/18 \$2,579.24
 05/03/18 \$2,579.24

TOTAL \$10,316.96

Trailer:

\$465.84

\$232.72

\$232.72

\$232.72

\$232.72

\$232.72

\$232.72

\$232.72

\$232.72

\$232.72

TOTAL \$2,559.92

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

RESPONSE: None

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

RESPONSE: None

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

RESPONSE: None

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

RESPONSE: See answer #2

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

RESPONSE: None

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

RESPONSE: See answer #13

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

RESPONSE: See answer #13

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

RESPONSE: See answers to #13 and 2

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

RESPONSE: See answers #13 and 2

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

RESPONSE: See answers #13 and 2

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

RESPONSE: See answers #13 and 2

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

RESPONSE: See answers #13 and 2

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

RESPONSE: See answers #13 and 2

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

RESPONSE: See answers #13 and 2

26. {six} Any and all photographs, videotapes, electronic videos, or other visual representations of the CTL and/or the attachments in use by you or your company.

RESPONSE: See answers #13 and 2

27. {sic} Any and all photographs, videotapes, electronic videos, or other visual representations of the alleged defects, breakdowns, or repairs of the CTL and/or the attachments.

RESPONSE: See answers #13 and 2

28. {sic} Any and all documents that evidence, relate to, or refer to any inspections or investigation of alleged defects associated with the CTL and/or the attachments.

RESPONSE: See answers #13 and 2



By: _____
E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 29679
(864) 888-2832

Seneca, South Carolina
April 2, 2019

Scott MacLatchie

From: NJCoord <NJCoord2@greenvillecounty.org>
Sent: Wednesday, April 3, 2019 9:07 AM
To: Jay Thompson
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: RE: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Mr. Thompson,

Thank you for your email. No problem on the notice. Steve retired last year as the NJ Coordinator and Ginger, the new NJ Coordinator, is out the office today so I am checking emails. Thank you for reporting the resolution of this motion. I have removed it from this morning's motion roster and will notify Judge Miller.

Best wishes,

Shawn Knox

From: Jay Thompson [Jay.Thompson@nelsonmullins.com]
Sent: Tuesday, April 02, 2019 10:40 PM
To: NJCoord
Cc: Delane Rosemond; Denise West; Doc Morgan; Amber Hendrick
Subject: 4/3/2019 Motion Hearing - 2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2018CP2304516 - Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al

Steve,

We have a motion hearing scheduled in this case tomorrow morning at 10:30, but the motion has been resolved tonight and the hearing will no longer be necessary. Can you please remove it from the hearing roster? I apologize for the late notice.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson



JAY T. THOMPSON **PARTNER**
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
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May 16, 2019

Via Electronic Mail

E. Delane Rosemond, Esquire
The Rosemond Law Firm, P.A.
P.O. Box 1498
Seneca, SC 29679

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

Dear Delane:

We received Plaintiff's responses to Clark Equipment Company d/b/a Bobcat Company's First Set of Interrogatories and Requests for Production. Upon further review, we believe some of the responses need to be clarified or supplemented. If you can please respond within ten (10) days to clarify and/or supplement these items as noted below, we would appreciate it.

Interrogatories

- You did not respond to Interrogatory No. 6. Please provide an Answer stating the names, addresses, and telephone numbers of all persons (to include employees, contractors, customers, materialmen and all entities you either rented or acquired equipment from or provided equipment to) who observed the Compact Track Loader fail to operate as expected at any time.
- In your Answer to Interrogatory No. 8, you copy and pasted your Answer to Interrogatory No. 2. Please supplement your Answer to Interrogatory No. 8 with the following information for each job or project on which the Compact Track Loader was used:
 - The specific location;
 - Date(s);
 - Duration;

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | MARYLAND | MASSACHUSETTS | NEW YORK
NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE | WEST VIRGINIA

E. Delane Rosemond, Esquire
 May 16, 2019
 Page 2

- Description of the overall job or project;
 - Description of the work done using the Compact Track Loader;
 - The customer or client;
 - The contractor who hired you;
 - Each and every individual who operated the Compact Track Loader;
 - The amount you invoiced; and
 - The amount you were paid.
- In your response to Interrogatory No. 9, you identified that Brandon McAlister, Haskell Dill, and Tyler Smith operated the Compact Track Loader. You did not address each individual's training in use of compact track loaders or other machinery. You also did not address each individual's experience using compact track loaders or other machinery. Please supplement this Answer accordingly.
- In your Answer to Interrogatory No. 10, you copy and pasted your Answer to Interrogatory Nos. 2 and 8. Please supplement your Answer to Interrogatory No. 10 with the following information for each job or project that you claim you did not accept or complete for any reason related to the Compact Track Loader:
 - The specific location;
 - Date you were contacted;
 - The customer, client, and/or contractor who contacted you;
 - Description of the overall job or project;
 - Description of the work requested using the Compact Track Loader;
 - The anticipated duration of the work requested using the Compact Track Loader;
 - All reason(s) you did not accept or complete the work; and
 - The dollar amount you would have been paid for the work requested using the Compact Track Loader.
- In your Answer to Interrogatory No. 11, you copy and pasted your Answer to Interrogatory No. 7. Please supplement your Answer to Interrogatory No. 11 to identify each and every specific date(s) that you contend the Compact Track Loader was unavailable for use and Defendants did not offer or provide a loaner or temporary piece of equipment for use on those date(s).
- In your response to Interrogatory No. 13, you did not provide the telephone numbers and addresses for each person identified your Answer who allegedly expressed dissatisfaction with your service or inability to provide service using the Compact Track Loader. Please supplement this information accordingly.
- Your Answer to Interrogatory No. 21 is unresponsive to what was asked. Please supplement your Answer to identify each person who contributed in any way to responding to these Interrogatories and Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of

E. Delane Rosemond, Esquire
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 Page 3

responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

- Please provide a signed and notarized Interrogatory verification page as required by Rule 33(a), SCRCP.

Requests for Production

- In your Response to Request for Production No. 11, you allege, among other things, that you are owed \$3,600 for the purchase of a trailer for a repossessed Caterpillar; \$2,000,000 for damage to your name and business; \$162,980 in lost revenue due to Bobcat CTL breakdown; \$10,316.96 for the Bobcat CTL; and \$2,559.92 for an item listed as "trailer." Our review of your document production has not revealed documents supporting these claims for damages. Please supplement your Response to Request for Production No. 11 to provide documentation in support of these damages claims.
- Your Response to Request for Production No. 17 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies paid by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 17 and supplement as necessary.
- Your Response to Request for Production No. 18 was simply, "See answer #13," which is confusing. Request for Production No. 13 asked for you to produce all documents, photographs, or other materials on which any expert relied, consulted or used to form or prepare an opinion or report relating to the incident alleged in the Complaint. Your Response to Request for Production No. 13 was "None." Are you contending that you do not have any documents relating to any monies received by you related in any way to the Compact Track Loader or any of the matters in this suit? Please clarify your Response to Request for Production No. 18 and supplement as necessary.
- Your Response to Request for Production No. 19 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

E. Delane Rosemond, Esquire
 May 16, 2019
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supplement your Response to Request for Production No. 19 by listing and producing all documents identified, mentioned, referred to, or relied upon in Plaintiff's interrogatory responses.

- Your Response to Request for Production No. 20 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 20 by listing and producing all documents or tangible materials that you intend to use as an exhibit at the trial of this matter.
- Your Response to Request for Production No. 21 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 21 by listing and producing all documents that evidence, refer to, or relate to advertisements, representations, specifications, and other descriptions of the Compact Track Loader and/or the Attachments.
- Your Response to Request for Production No. 22 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 22 by listing and producing all documents related to the sale of the Compact Track Loader and its Attachments, including, but not limited to, receipts, warranties, operating manuals, service manuals, parts manuals, and warnings.
- Your Response to Request for Production No. 23 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 23 by listing and producing all documents that evidence, refer to, or relate to any repairs performed

E. Delane Rosemond, Esquire
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on the Compact Track Loader and/or the Attachments, and any warranty claims made by you for any alleged repairs, and written communications with Clark Equipment Company with respect to any warranty claims.

- Your Response to Request for Production No. 24 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 24 by listing and producing all documents including, but not limited to, work orders, employee time sheets, diaries, or notebooks recording dates of jobs or operation, invoices for work performed, which relate to or in any way show the use or operation of the Compact Track Loader, since it was purchased by you.
- Your Response to Request for Production No. 25 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 25 by listing and producing all documents that evidence, refer to, or relate to any breakdown of the Compact Track Loader and/or the Attachments, and the alleged downtime related thereto.
- Your Response to Request for Production No. 26 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 26 by listing and producing all photographs, videotapes, electronic videos, or other visual representations of the Compact Track Loader and/or the Attachments in use by you or your company.
- Your Response to Request for Production No. 27 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please

E. Delane Rosemond, Esquire
 May 16, 2019
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supplement your Response to Request for Production No. 27 by listing and producing all photographs, videos, or other visual representations of any of the alleged defects, breakdowns, or repairs of the Compact Track Loader and/or the Attachments.

- Your Response to Request for Production No. 28 was simply, "See answers to #13 and 2," which is confusing. Your Response to Request for Production No. 13 was "None." Your Response to Request for Production No. 2 is purportedly a list of all correspondence, reports, letters, or memoranda produced by any person or entity related to the Compact Track Loader or any of the matters in this suit. Due to the inconsistency between your Responses to Request Nos. 2 and 13, please supplement your Response to Request for Production No. 28 by listing and producing all documents that evidence, refer to, or relate to any inspection or investigation of alleged defects associated with the Compact Track Loader and/or the Attachments.

Document Production

- Please reproduce pages 25-40 of your document production in color. These pages consist of call details from Anne McAlister with a color-coding scheme that is indiscernible in black and white.
- Please reproduce pages 101-152 of your document production in color. These pages consist of text messages and pictures that are difficult to view with sufficient detail in black and white.
- Please reproduce pages 76 and 77 of your document production. These pages were produced with lines of text missing/cut off.

Please contact us if you have any questions about the foregoing requests for clarification and additional information. We are happy to hold a telephone conference to explain our positions in greater detail. Please supplement your responses within ten days of the date of this letter, or we will move the Court to compel, seeking all available remedies.

Very truly yours,



Jay T. Thompson

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



NELSON MULLINS

Jay T. Thompson
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jay.thompson@nelsonmullins.com

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May 16, 2019

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

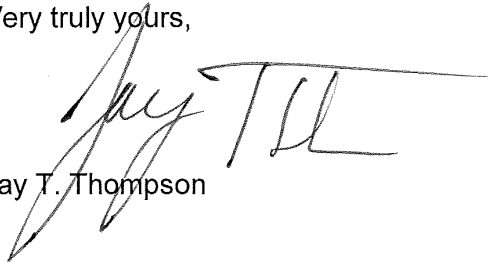
RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC and Bobcat
Company, Inc.
Civil Action No. 2018-CP-23-04516
Our File No. 057788/01500

Dear Mr. Rosemond:

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

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

Very truly yours,



Jay T. Thompson

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

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | MARYLAND | MASSACHUSETTS | NEW YORK
NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE | WEST VIRGINIA

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

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

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

DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERROGATORIES

22. Identify all documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.
23. Are you still in possession of the subject Compact Track Loader? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.
24. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please provide the dates, if any, that you worked on that job; the names, addresses, and phone numbers of the client(s) that you serviced; the exact location of the work you performed; a description of the work you performed; whether and to what extent you used the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and your profits realized from that job.
25. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please identify the name and address of the "shop;" the exact dates of service; the names of the service technician(s) who inspected or repaired the subject Track Loader; any issues that were identified while the Compact Track Loader was in the "shop;" whether the issues were ultimately repaired or corrected; whether the repairs were covered under warranty; and the amount of out-of-pocket expenses you paid for any issues not covered under warranty.
26. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please state whether you claim any lost business or profits during that period of time. If so, for each such instance, please identify the names,

addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.

27. Identify any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").
28. Identify all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.
29. Are you still in possession of the Caterpillar? If not, please state whether it was traded, sold, auctioned, or repossessed and list all documents pertaining to any such transaction, including, but not limited to, correspondence and records of sale.
30. Identify each person who contributed in any way to responding to these Interrogatories and CEC's Requests for Production of Documents, or who was involved in the accumulation of information for the purposes of responding thereto, and for each person identified, describe his/her role in responding to the discovery requests and the particular requests to which he/she contributed.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Jay T. Thompson

SC Bar No. 75030

E-Mail: jay.thompson@nelsonmullins.com

Scott D. MacLatchie

SC Bar No. 103067

E-Mail: scott.maclatchie@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

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

Columbia, South Carolina

May 16, 2019

CERTIFICATE OF SERVICE

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

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

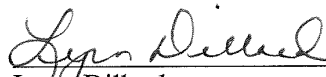
Counsel Served:

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

Attorney for Plaintiff

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

Attorney for Bobcat of Greenville, LLC


Lynn Dillard
Administrative Assistant

May 16, 2019

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

TO: E. DELANE ROSEMOND, ATTORNEY FOR PLAINTIFF

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

DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUESTS FOR PRODUCTION OF DOCUMENTS

29. All documents pertaining to any warranty, express or implied, that you received for the subject Compact Track Loader.
30. All documents, including, but not limited to, correspondence and records of sale for any time that the subject Compact Track Loader has been traded, sold, auctioned, or repossessed.
31. For each job quote for the various clients referred to in your Answer to Interrogatory No. 2, please produce all documents evidencing your expenses actually incurred in connection with your performance of that job as well as your profits realized from that job.
32. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce any documents evidencing the amount of out-of-pocket expenses you paid for any issues not covered under warranty.
33. For each instance in your Answer to Interrogatory No. 7 in which you noted that the subject Compact Track Loader was in the "shop," please produce all documents evidencing any claim for lost business or profits during that period of time. For each such claim of lost business or profits, produce documents sufficient to identify the names, addresses, and phone numbers of the client(s) that you were scheduled to service; the exact location of the work that was to be performed; a description of the work you were to perform; whether and to what extent you were to use the subject Compact Track Loader in performance of that job; your expenses actually incurred in connection with your performance of that job; and any profits realized from that job.
34. Produce any documents regarding any loan(s) taken by you for the purchase of the subject Compact Track Loader and its Attachments; the trailer referred to in your Answer to

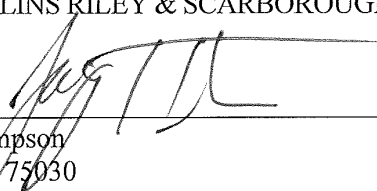
Interrogatory No. 12; and the Caterpillar machine referred to in your Answer to Interrogatory No. 12 (hereinafter "Caterpillar").

35. Produce all documents regarding and any all jobs or projects on which the Caterpillar was used, including the following for each job or project: the specific location; date(s); duration; description of the overall job or project; description of the work done using the Caterpillar machine; the customer or client; the contractor who hired you; each and every individual who operated the Caterpillar machine; the amount you invoiced; and the amount you were paid.
36. All documents, including, but not limited to, correspondence and records of sale for any time that the Caterpillar has been traded, sold, auctioned, or repossessed.
37. All documents identified, mentioned, or referred to in Plaintiff's Answers to CEC's Second Set of Interrogatories or relief upon by Plaintiff or the attorney(s) for Plaintiff in responding to those Interrogatories.

< Signature on Next Page >

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Jay T. Thompson

SC Bar No. 75030

E-Mail: jay.thompson@nelsonmullins.com

Scott D. MacLatchie

SC Bar No. 103067

E-Mail: scott.maclatchie@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

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

Columbia, South Carolina

May 16, 2019

CERTIFICATE OF SERVICE

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

Pleadings: Clark Equipment Company d/b/a Bobcat Company's
Second Set of Requests for Production to Plaintiff

Counsel Served:

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

Attorney for Plaintiff

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

Attorney for Bobcat of Greenville, LLC



Lynn Dillard
Administrative Assistant

May 16, 2019

Scott MacLatchie

From: Scott MacLatchie
Sent: Tuesday, July 16, 2019 12:54 PM
To: 'Delane Rosemond'
Cc: denise@rosemondlawfirm.com
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Great. Thank you!

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, July 16, 2019 11:26 AM
To: Scott MacLatchie <scott.maclatchie@nelsonmullins.com>
Cc: denise@rosemondlawfirm.com; Sharon Wotherspoon <sharon.wotherspoon@nelsonmullins.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

No problem. It's going in the mail today

Delane

On Mon, Jul 15, 2019 at 5:13 PM Scott MacLatchie <scott.maclatchie@nelsonmullins.com> wrote:

Delane,

I hope you are doing well. I wanted to ask you how you are progressing in responding to my client's discovery deficiency letter. It has been two months since we sent it out and we have not heard back from you. We have waited about as long as we can on this one. Please address each item in our letter and produce any documents that we have identified no later than one week from today on July 22, 2019, or else we will file a Motion to Compel.

Thank you,

Scott

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Thursday, May 16, 2019 8:00 PM
To: Lynn Dillard <lynn.dillard@nelsonmullins.com>
Cc: Jay Thompson <Jay.Thompson@nelsonmullins.com>; Scott MacLatchie <scott.maclatchie@nelsonmullins.com>; denise@rosemondlawfirm.com; dmorgan@mgclaw.com
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - Letter from Jay Thompson

Jay - Thanks for the letter. I will work on this next week. Also if you want to look at dates for depositions let start talking now because I'm gone a lot in June, July and first part of August

Delane

Denise - Please get in touch with Brandon and have him make an appointment to see me.

Delane

On Thu, May 16, 2019 at 1:39 PM Lynn Dillard <lynn.dillard@nelsonmullins.com> wrote:

Please see the attached correspondence in the above-referenced matter.

Thank you.



LYNN DILLARD SENIOR ADMINISTRATIVE ASSISTANT

lynn.dillard@nelsonmullins.com

MERIDIAN | 17TH FLOOR

[1320 MAIN STREET | COLUMBIA, SC 29201](#)

T 803.255.9516 F 803.256.7500

NELSONMULLINS.COM

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--

E. Delane Rosemond

Attorney

The Rosemond Law Firm, P.A.

P. O. Box 1498

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(864) 888-2832 office

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--

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Scott MacLatchie

From: Jay Thompson
Sent: Monday, August 5, 2019 11:30 AM
To: delane@rosemondlawfirm.com
Cc: denise@rosemondlawfirm.com
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc

Delane,

Our second interrogatories and requests for production were served upon you by mail on May 16, 2019. By our calculations, the responses were due by June 21. We are more than a month and a half beyond that deadline, but we have not received any responses. Please send the responses within 5 days or contact us to make some other arrangement so we can avoid filing a motion to compel.

Thank you,
Jay



JAY T. THOMPSON [PARTNER](#)

jay.thompson@nelsonmullins.com

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1320 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9300 F 803.255.5187

NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

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

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

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

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

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

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

IT IS SO ORDERED.

The Honorable Edward W. Miller
Presiding Judge

Greenville, South Carolina

October _____, 2019



Greenville Common Pleas

Case Caption: Iron Works Productions Llc vs. Bobcat Of Greenville LLC ,
defendant, et al
Case Number: 2018CP2304516
Type: Order/Other

So Ordered

s/ Edward W. Miller

Electronically signed on 2019-10-01 14:58:33 page 3 of 3

ELECTRONICALLY FILED 2019 OCT 02 AM 8:58 BY ERM/ENH/HCD/MOM/PO/SL EAS/SE/AS/SE/2018092304516

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, October 1, 2019 2:25 PM
To: Jay Thompson
Cc: Denise West; Doc Morgan; emillerlc@sccourts.org; emillersc@sccourts.org; robert.mebane@mgclaw.com
Subject: Re: Proposed Order - Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

The proposal is fine with me.

Delane

On Tue, Oct 1, 2019 at 12:20 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

Judge Miller,

Please find attached a proposed order as requested in this morning's hearing. A copy has been provided to Plaintiff's counsel, and counsel for all parties are copied on this email.

Thank you,

Jay Thompson

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



JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

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[1320 MAIN STREET | COLUMBIA, SC 29201](#)

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--

E. Delane Rosemond
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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

) IN THE COURT OF COMMON PLEAS
) THIRTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO. 2018-CP-23-04516

IRONWORK PRODUCTIONS, LLC

Plaintiff,

vs.

BOBCAT OF GREENVILLE, LLC AND
BOBCAT COMPANY, INC.

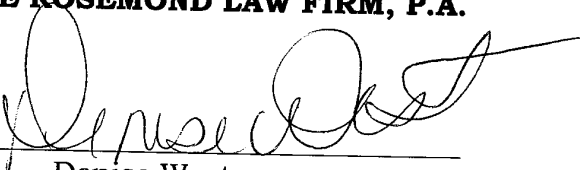
Defendant.

CERTIFICATE OF SERVICE

I, Denise West, an employee at The Rosemond Law Firm, P.A. E. Delane Rosemond attorney for the Plaintiffs in the above-captioned matter, hereby certify that I served the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 at the following addresses.

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

Jay T. Thompson
 Nelson Mullins
 1320 Main Street, 17th Floor
 Columbia, SC 29201

THE ROSEMOND LAW FIRM, P.A.BY: 

Denise West

October 1, 2019
 Seneca, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
<u>COUNTY OF GREENVILLE</u>	)	
	)	
IRONWORKS PRODUCTIONS, LLC	)	C/A NO.: 2018-CP-23-04516
	)	
Plaintiff,	)	
	)	
vs.	)	DEFENDANT'S ANSWERS TO
	)	BOBCAT OF GREENVILLE, LLC'S
	)	INTERROGATORIES
BOBCAT OF GREENVILLE, LLC	)	
AND BOBCAT COMPANY, INC.	)	
	)	
Defendants.	)	
	)	

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

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

ANSWER

- a) **Brandon McAlister**
Biggerstaff Rd.
Seneca, SC 29678
- b) **Anne McAlister**
237 Biggerstaff Rd.
Seneca, SC 29673
- c) **Haskell Dill**
228 Brock Road
Westminster, SC 29693

- d) **Tyler Smith**
237 Biggerstaff Road
Seneca, SC 29672
- e) **Drew Morgan**
811 Bellview Way
Seneca, SC 29678
- f) **Julie King**
15049 Beacon Shores Drive
Seneca, SC 29672
- g) **Greg Gooding**
597 Frenge Branch Road
Seneca, SC 29672
- h) **Adam Donner**
250 East Beaton
West Fargo, ND 58028
- i) **Adam Mauch**
250 East Beaton
West Fargo, ND 58028
- j) **Rich Goldsbury**
250 East Beaton
West Fargo, ND 58028
- k) **Rose at Bobcat Customer Service**
250 East Beaton
West Fargo, ND 58028
- l) **Mary at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028
- m) **Kari at Bobcat Headquarters**
250 East Beaton
West Fargo, ND 58028

- n) **Scott Park**
Doosan Tower 18-12
Euljiro 6-ga
Jung-gu
Seoul, South Korea
- o) **Daniel Hollingsworth**
2512 River Rd.
Piedmont, SC
- p) **Brad Daniels**
2512 River Rd.
Piedmont, SC
- q) **Frank Hollowell**
Denis Cimar
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
Canada
- r) **Mario Pelletier**
Denis Cimar
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO
- s) **Andre Bias**
Denis Cimar
211 rue Notre-Dame
Roxton Falls, Qc, JoH 1EO

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

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

ANSWER

- a) Note from Ron Ferrell on 8/9/18 regarding mulching
- b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property
- c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing
- d) Quote from client on 4/16/18 to Kathy Jones – 105 Dacca Dr. Pickens, SC
- e) Quote from client on 2/21/18 to Jimmy Ratliff for – 15 acres adjacent to home
- f) Quote from client on 2/19/18 to Greg Dooding for Plumbing by Greg
- g) Quote from client on 1/24/18 to Lake Keowee Ford
- h) Email 5/14/18 from client to Brad at Bobcat
- i) Email 5/14/18 with pictures of instrument panel of the Bobcat saying Drive is Shutdown
- j) Email 12/17/17 pictures of instrument panel of Bobcat saying Active warning D7540
- k) Email 3/16/18 picture of Bobcat
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- o) Service Invoice 08/10/18
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- y) Bobcat Web Screen shots for Bobcat, Inc.

- z) Spreadsheet pg 1-40 of calls to Bobcat, Inc., Bobcat of Greenville, Brad Daniels, Adam Donner, Adam Mauch and Daniel Hollingsworth color-coded
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- jj) Service Invoice 03/19/18
- kk) Service Invoice 01/31/18
- ll) Service Invoice 01/10/18

3. Set forth an itemized statement of all damages claimed to have been sustained by you as a result of the incident forming the basis of the suit, including the basis for the amount of damages where not based on a receipt.

ANSWER

a) Based on receipt

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

• \$16,450	
Subtotal	\$172,680
b) Purchase of a Caterpillar machine to replace Bobcat 14,675 (down payment)	\$
Costs of Caterpillar machine (\$146,750.00)	
c) Purchase of a trailer for Caterpillar since repossessed	\$ 3,600
d) Estimated working hours lost to and from Bobcat of Greenville based on \$250.00 per hour delivering and picking up the machine.....	\$10,250
e) Damage to my name and business.....	\$2,000,000
f) Revenue lost due to Bobcat breakdown	
• \$18,970	
• \$ 1,000	
• \$21,000	
• \$32,000	
• \$36,000	
• \$ 5,600	
• \$ 2,000	
• \$15,260	
• <u>\$31,450</u>	
Subtotal	\$162,980
TOTAL	\$2,373,160

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

ANSWER

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

5. For each person known to you or your counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform Defendant of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER

- a) **Mr. Dill will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.**
- b) **Mr. Smith will testify that he witnessed the day today break downs of the machine, the he operated the machine and the loss of power. Also, the AC not working, right track falling off many times, general loss of use to the machine being in the shop so much and not being able to complete jobs on time.**
- c) **Mr. Morgan will testify as he witnessed the break downs, right track falling off as well as the general loss of use due to the machine being in the shop so much.**
- d) **Mr. Gooding will testify that he witnessed the general loss of use, loss of jobs due to the machine staying in the shop and delayed jobs including his own.**
- e) **Ms. King will testify as to the daily stress of myself not being able to use the machine and that it was costing me money and not completing jobs.**
- f) **Ms. McAlister will testify as to the break downs, right track falling off after the fact; moreover, she has had to provide monies to me because of the machine not working properly and notes payments were due.**
- g) **Mr. Donner should testify as to the many phones I made to him asking him to buy back the machine after telling me "I am sure you will have no more issues with it back in April and/or May 2018. Furthermore, he should indicate that after awhile my phone call went unanswered after leaving messages after May 2018.**
- h) **Mr. Mauch should testify that I asked him to buy back the machine; he should indicate that my calls went ignored after leaving messages on several occasions after the May 2018 incident.**
- i) **Mr. Rich Goldsbury and his assistant Kari should testify to me that "I just couldn't call the president of a multibillion-dollar global corporation and they passed me on to Adam Donner. Should testify that I called many times, leaving detailed messages, which were ignored and speaking to various assistants only to be sent back to other people in the company that didn't have the authority to may buy back decisions.**

- j) Ms. Rose should testify that she is a customer service representative and she took my calls when I called to complain about the machine.
- k) Ms. Mary and Keri should testify of my discussing my experience with this machine and I can call them to testify that they had in-depth knowledge of my issue with this machine.
- l) Mr. Park should testify that he took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and touting or helping others.
- m) Mr. Hollingsworth should testify about discussions regarding the Bobcat machinery and my client. hat he took Mr. Goldsbury's position in the company as of December 1, 2018. He should indicate that I called him to see if the mission statements and outing or helping others.
- n) Mr. Daniels should testify about discussions regarding the Bobcat machinery and my client.
- o) Mr. Hollowell should testify regarding the discussions between my client and Denis Cimaf regarding the machine.
- p) Mr. Pelletier should testify regarding the machine when he came out to the residence to fix the Bobcat.
- q) Mr. Bias should testify regarding the discussions between my client and Denis Cimaf regarding the machine.

6. Please state each fact and identify each document on which you rely to support the allegations of your complaint.

ANSWER:

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

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

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

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

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

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

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

- *January 13, 2018 – machine in shop. Client was not supplied a work order.
- *March 19, 2018 – machine in shop. 94 hours on machine. See service sheet.
- *April 24, 2018 – Advertised Bobcat for sale on Machinery Trader. Had buyer coming from Texas. See phone records highlighted in grey.
- * April 30, 2018 – Machine in shop for nearly a month, give or take. Was assured it would be fixed. 96.5 hours. See service sheet.
- *May 14, 2018 – picked up machine from shop. It had been in for an extended amount of time. Requested Daniel replace the antenna so it would be in good condition for my buyer from Texas.
- *May 14, 2018 – Catastrophic failure. Drive in shut down as soon as I unload it off the trailer. Took photo and notified Brad who came and picked it up. I notified buyer to go back to Texas. Machine was in shop for extended period of time (until May 25, 2018)
- (This is when I stopped getting invoices for time in the shop)
- *June 14, 2018 – machine in shop.
- *June 27, 2018 – machine in shop (see text messages with Daniel)
- *July 3, 2018 – machine back in shop due to hydraulic leak I believe
- *July 17, 2018 – machine back in shop.
- *July 31, 2018 – Codes M1210 and 1211 (see transcript from Daniel text messages)
- *August 3, 2018 – machine back in shop due to right track continuing to fall off (see transcript from Daniel text messages with photos)
- *August 11, 2018 – machine dies moving mulch.
- *August 13, 2018 – see transcript from Daniel text messages.
- *August 15, 2018 – wrecker arrives to pick up machine. Excavator which needed to be on another job is now needed to move machine from lake to truck. Puts me behind even further. I was given a Bobcat T630 with no windows or door as a loaner. It has no high flow hydraulics to operate the forestry head. I asked for a machine equipped for forestry head and was declined. (see transcript from Daniel text messages)
- *September 20, 2018 – after getting the machine back, I noticed hydraulic leaks. (see transcript from Daniel text messages)
- *October 8, 2018 – right track continues to fall off (see transcript from Daniel text messages with photos)
- *Asked Brad and Daniel if they could help me sell it while in their possession, Sales department did not seem interested.

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

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

***Service records**

***Continuing to text messages**

***Photographs included with text messages.**

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

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

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

7. State in detail the facts which support your allegations that warranties were extended by the Defendant and state in detail how these warranties were breached.

ANSWER:

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

Brad even agreed during a conversation that it should have been bought back at one point and that would be the right thing to do.

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

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

ANSWER:

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

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

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

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

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

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

ANSWER:

- * You cannot run a business with a machine that stays in the shop.
- * it's extremely difficult to maintain a good name when you promise customers that you will be there and not be able to show up due to the equipment being down.
- *equipment tearing up several times on a job that the customer wants completed causing them delays in their project.
- *getting a call that they found someone who could do it sooner and they don't need you anymore.
- *finding out later that they paid another person more because you couldn't do the job as promised.
- *when you hear that you cannot be trusted to complete a job on time or hear that someone said not to hire you because you cannot get a to a job and say your machine is in the shop.
- * a customer is 4 times more likely to defect to a competitor if the problem is service related than price or product. —Bain & Company
- *Price is not the main reason for customer churn; it is due to the overall poor quality of customer service – Accenture global customer satisfaction report 2008.
- * A dissatisfied customer will tell between 9-15 people about their experience. Around 13% of dissatisfied customers tell more than 20 people. – White House Office of Consumer Affairs.
- *70% of buying experiences are based on how the customer feels they are being treated. – McKinsey
- *it costs 6-7 times more to acquire a new customer than to retain an existing one-Bain & Company

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

ANSWER:

Bobcat:

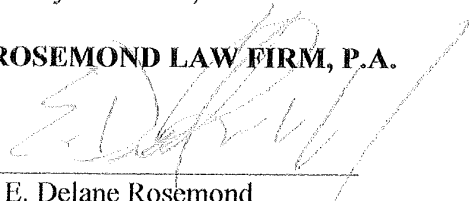
02/07/18	\$2,579.24
03/01/18	\$2,579.24
03/27/18	\$2,579.24
05/03/18	<u>\$2,579.24</u>
TOTAL	\$10,316.96

Trailer:

	\$465.84
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
	\$232.72
TOTAL	\$2,559.92

Respectfully submitted,

THE ROSEMOND LAW FIRM, P.A.

BY: 

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

April 2,
~~January 30,~~ 2019
Seneca, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

) IN THE COURT OF COMMON PLEAS
) THIRTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO. 2018-CP-23-04516

IRONWORK PRODUCTIONS, LLC

Plaintiff,

vs.

BOBCAT OF GREENVILLE, LLC AND
BOBCAT COMPANY, INC.

Defendant.

CERTIFICATE OF SERVICE

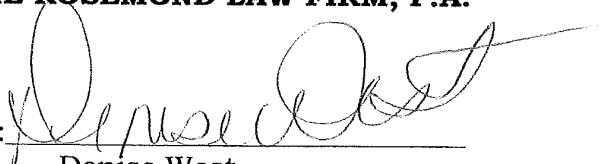
I, Denise West, an employee at The Rosemond Law Firm, P.A. E. Delane Rosemond attorney for the Plaintiffs in the above-captioned matter, hereby certify that I served the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 at the following addresses.

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

Jay T. Thompson
 Nelson Mullins
 1320 Main Street, 17th Floor
 Columbia, SC 29201

THE ROSEMOND LAW FIRM, P.A.

BY:


 Denise West

October 1, 2019
 Seneca, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
IRONWORKS PRODUCTIONS, LLC	)	C/A NO.: 2018-CP-23-04516
	)	
Plaintiff,	)	
vs.	)	
	)	PLAINTIFF'S RESPONSES TO
	)	BOBCAT OF GREENVILLE REQUEST
	)	FOR PRODUCTIONS
BOBCAT OF GREENVILLE, LLC	)	
AND BOBCAT COMPANY, INC.	)	
	)	
Defendants.	)	

TO: DOC MORGAN, JR., ATTORNEY FOR BOBCAT OF GREENVILLE

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

1. All statements or any other written or printed documents of any kind concerning any claims for damages allegedly resulting from the incident.

RESPONSE: See answer #6

2. All statements or any other written or printed documents concerning any claims for lost income, lost customers, lost revenue or for any other damages allegedly resulting from the incident as set forth in the Complaint.

RESPONSE: See answer #6

3. All documents including letters, filed, notes, documents, reports, color photographs, diagrams, drawings, or other similar material relating to the allegations in the Complaint or any defenses of Defendant.

RESPONSE:

- a) Note from Ron Ferrell on 8/9/18 regarding mulching
- b) Quote from client on 6/20/18 to Jimmy Ratliff – Old Porter Property
- c) Quote from client on 6/220/18 to Jerry Edwards – Edward Printing
- d) Quote from client on 4/16/18 to Kathy Jones – 105 Dacca Dr. Pickens, SC
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- Service Invoice 01/10/18

4. All statement of possible witnesses, including the parties hereto, whether written, oral or summarized, or otherwise reproduced in any manner, relating to the incident described in the Complaint.

RESPONSE: NONE

5. Any and all documents and files including reports, studies, analysis, correspondence with or other documentation provided to or from any expert witnesses retained by or on behalf of Plaintiff.

RESPONSE: NONE

6. Any and all documents, not otherwise requested above, that are identified, made reference to, or inquired of in the Defendant's interrogatories.

RESPONSE:

a) Based on receipt

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

Subtotal

\$172,680

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

\$

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\$ 3,600

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Greenville based on \$250.00 per hour delivering and
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\$2,000,000

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TOTAL

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7. Any and all documents, invoices, work orders, purchase orders regarding any repairs to the subject machinery.

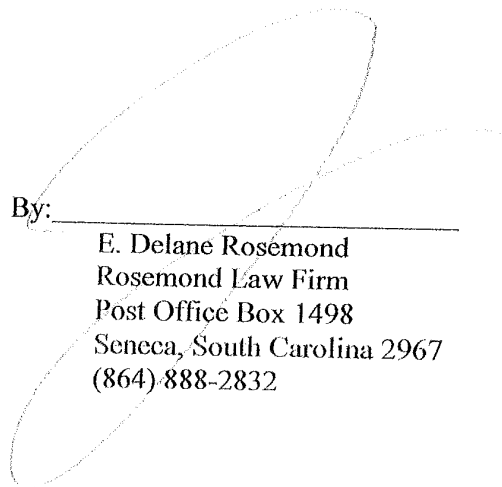
RESPONSE: See answer #3

8. Any and all documents, invoices, work orders, purchase orders regarding any replacement of parts.

RESPONSE: See answer #3

9. Any and all documents which you claim warranties were extended to you by the Defendants.

RESPONSE: See answer #3

By: 
E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 2967
(864) 888-2832

Seneca, South Carolina
April 2, 2019

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE)
)
IRONWORKS PRODUCTIONS,) C/A NO.: 2018-CP-23-04516
LLC)
)
Plaintiff,)
)
vs.) **PLAINTIFF'S RESPONSES TO**
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) **FOR PRODUCTIONS**
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BOBCAT OF GREENVILLE, LLC)
AND BOBCAT COMPANY, INC.)
)
Defendants.)
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TOTAL **\$2,373,160**

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RESPONSE: See answer #3

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RESPONSE: See answer #3

9. Any and all documents which you claim warranties were extended to you by the Defendants.

RESPONSE: See answer #3



By: _____

E. Delane Rosemond
Rosemond Law Firm
Post Office Box 1498
Seneca, South Carolina 2967
(864) 888-2832

Seneca, South Carolina
April 2, 2019



WELLS FARGO VENDOR PAYMENT
P.O. BOX 105743
DALLAS, TX 75210-5743

Visit wellsfargo.com for details on how to pay your bill.

2018.11.10.02.11

BWCDKGF
0901 3679 3226 6 #
IRONWORK PRODUCTIONS LLC
920 SINGLETON RD
SENECA SC 29672-6946



Please remember to reference Account Schedule # (s) pertaining to your request(s).
Phone: 866-486-8758
Fax: 866-303-1288
Correspondence Only
PO BOX 3072 CEDAR RAPIDS IA 52400-3072



Billing ID Number	90136793226
Invoice Number	89395015
Invoice Date	09/26/2018
Due Date	10/20/2018
Current Items Due	252.72
Total Amount Due	252.72

Our Federal Tax ID # 941686094

Account Schedule Number
0901 3679 3226 6 #

INVOICE FOR CURRENT ITEMS DUE

Due Date: 10/20/2018
Purchase Order Number: 0901 3679 3226 6 #
Equipment Description: IRONWORK PRODUCTIONS LLC

Line Item Amount Acct/Sched Total

VISIT OUR FIBER OPTIC SITE AT: www.fiberoptics.com

NOTE: TRAILER: ADDITIONAL DATA BASE
SERIAL NUMBER: 4054020200000000
MODEL NUMBER: 1.0
LOCATION:
920 SINGLETON RD
SENECA SC 29672

10/20/2018

PAYMENT/INSTALLMENT DUE

ACCOUNT NUMBER: 0901 3679 3226 6 #

252.72



September 27, 2018

Ironwork Productions, LLC
920 S. Winston Rd
Savannah, GA 31907

RE: Ironwork Productions, LLC's contract with WELLS FARGO VENDOR FID SE,
Account No. 9930140-002 (hereinafter, the "Contract")
DUE PAY AMOUNT: \$1.00

NOTICE OF DEFAULT

Dear Brandon McCallister:

You are hereby notified that Ironwork Productions, LLC is in default under the contract for failing to make the scheduled payments when due. Currently Ironwork Productions, LLC is past due in all payments to WELLS FARGO VENDOR FID SE in the aggregate amount of \$1.00.

If payment of the above amount is not received in full by WELLS FARGO VENDOR FID SE within 7 days of September 27, 2018, WELLS FARGO VENDOR FID SE may exercise the rights and remedies available to it under the Contract at law or equity, including without limitation, acceleration of all of the remaining payments due under the Contract.

If you have any questions, please do not hesitate to call.

Sincerely,

Joseph Sims
Collections Case Address
PH: 800 597 5611 87194405386

** IN ORDER TO HELP US PROPERLY PROCESS YOUR PAYMENT, PLEASE
RETURN THIS FORM WITH YOUR PAYMENT **

Return to:
Ironwork Productions, LLC
Account # 9930140-002
WELLS FARGO VENDOR FID SE
P.O. BOX 102741
ATLANTA GA 30348-5741
Amount Paid: { }

IMPORTANT NOTICE: If you are a servicemember who is or was, within the last year, on federal or state active duty status or the dependent of such a servicemember, you may be entitled to certain legal rights and protections. Contact us at the above number for more information and to discuss your status.

**WELLS
FARGO**

September 27, 2018

Ironwork Productions, LLC
320 Singleton Rd
Reno, NV 89502

RE: Ironwork Productions, LLC's contract with WELLS FARGO VENDOR FPN SE,
Account # 9938140-001 (hereinafter, the "Contract")
PAID AMOUNT \$5,416.40

NOTICE OF DEFAULT

Dear Brandon Medlar:

You are hereby notified that Ironwork Productions, LLC is in default under the contract for failing to make the scheduled payments when due. Currently Ironwork Productions, LLC is past due in its payments to WELLS FARGO VENDOR FPN SE in the aggregate amount of \$5,416.40.

— payment of the above amount is not received in full by WELLS FARGO VENDOR FPN SE within 7 days of September 27, 2018, WELLS FARGO VENDOR FPN SE may exercise the rights and remedies available to it under the Contract at law or equity, including without limitation, acceleration of all of the remaining payments due under the Contract.

If you have any questions, please do not hesitate to call.

Sincerely,

Joseph Sims
Collections Core Advisor
DN 800-507-3931 X319446246

IN ORDER TO HELP US PROPERLY PROCESS YOUR PAYMENT, PLEASE
RETURN THIS FORM WITH YOUR PAYMENT.

Return to:

Ironwork Productions, LLC
Account # 9938140-001

WELLS FARGO VENDOR FPN SE
P.O. BOX 105748
ATLANTA GA 30348-0748

Amount Paid: { }

IMPORTANT NOTICE: If you are a servicemember who is or was, within the last year, on federal or state active duty status or the dependent of such a servicemember, you may be entitled to certain legal rights and protections. Contact us at the above number for more information and to discuss your status.

Bobcat of Greenville, Piedmont, SC
 5111 RIVER ROAD
 PO BOX 31300
 PIEDMONT, SC 29673-2011
 Phone (864) 269-3688
 Fax (864) 269-0876

Quotation Number: 20170913077717

Date: 2017-09-13 10:31:39A

Ship to:

Brandon Meachester

Seneca, SC 29628

Bobcat Specialist

Brad Daniel

Fax: 864-269-0876

E-Mail: bdaniel@bobcatops.com

Description

T870 Bobcat Compact Track Loader

100 HP Turbo-Tier 4 Diesel Engine
 4 Speed Travel
 Air-quake Heater (Automatically Activated)
 Auxiliary Hydraulics: Variable Flow
 Backup Alarm
 Bob-Tach
 Bobcat Interlock Control System (BICS)
 Controls: Bobcat Standard Controls with Power Assist
 Enclosed Cab with Air Conditioning & Heat
 Engine/Hydraulic Systems Shutdown
 Horn
 Induction Ignition, Engine Compartment & Fuel Cages
 Hooter(s), 4 PWA and Warning Lights
 Full Arm Support

Part No	Qty	Price Ea.	Total
M0893	1	\$90,271.00	\$90,271.00

Lift Path: Vertical

Lights: Front & Rear

Operator Cab

- 7 Includes Adjustable Suspension Seat, Top & Rear Windows, Seat Bar and 3-Point Seat Belt
- 8 Roll Over Protective Structure (ROPS) meets SAE/J1040 & ISO 3471
- 9 Falling Object Protective Structure (FOPS) meets SAE/J1043 & ISO 3449, Level 1; (Level II is available through Bobcat Parts)

Parking (Unless Spring Applied, Pressure Released (KAPR))

Tower Bob-Tach

Torsion Suspension with 5 Rollers

Tracks: Rubber 17.7" wide

Warranty: 12 Months, Unlimited Hours

ARI Option Package

High Flow Hydraulics

Power Return

Hydraulic Backer Positioning

AMR0104A91	1	\$3,697.00	\$3,697.00

Deluxe Instrument Panel

Keyless Start

Attachments Control Kit

Full Accessory Package

Schedable Joystick Controls (SH 3)

68701301-004	1	\$915.00	\$915.00

Travis Mount 180° Forestry Head

	1	\$32,500.00	\$32,500.00

Engine Compartment Seal Kit (864) & 1470

7170057	1	\$1,085.00	\$1,085.00

Heavy Duty Applications Kit, M-Series

7157733	1	\$8,636.50	\$8,636.50

60" J Series Blade, 16 Way

7155784	1	\$6,826.50	\$6,826.50

Attachment Control 7 Pin (M- and M2-Series)

7128476	1	\$158.00	\$158.00

360° V-H Heavy Duty Pallets

7125917	1	\$1,719.00	\$1,719.00

Bob-On Teatr (B)

6757220	8	\$21.46	\$251.68

Description

Part No	Qty	Price Ea.	Total

70" Heavy Duty Track

	1	\$4,950.00	\$4,950.00

78" Duo-Digested Extreme Duty Rock Grapple

	1	\$3,815.00	\$3,815.00

about 100 Bush	1	\$2,450.00	\$2,450.00
Pallet Forks	1	\$875.00	\$875.00
Foxon Stumps	1	\$18,300.00	\$18,300.00

Total of Items Quoted	\$177,571.16
Discounts	(\$14,449.35)
Quote Total - US dollars	\$163,121.81

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature: _____

Print: _____ Sign: _____ Date: _____

Loan A.P.R.	Term in Months	Payment Period	Down Payment	Finance Amount	Loan Payment
0%	60	Monthly	\$0.00	\$163,121.81	\$3,725.28
7.9%	72	Monthly	\$0.00	\$163,121.81	\$2,477.11

Bobcat of Greenville

2512 River Rd
 Piedmont, SC 29672 US

Phone: (803) 299-8800 Fax: (803) 299-0876
 Email:
 Web site: www.bobcatops.com

Unit No:
 BROWNWORK PRODUCTIONS, LLC
 EDWARD M. MCALISTER
 720 SINGLETON RD
 GREENVILLE, SC 29672 US

SERVICE INVOICE

Invoice: 03-176937 PO: 20184287
 Date: 7/26/2018 Cusht# MCALISTER

Cust Email:
 Phone: (310) 913-2058
 Sales person: CPowers
 User: D-Hollingsworth

Ship to:
 BROWNWORK PRODUCTIONS, LLC

Unit Serial: 71282018
 Work Order#: 03-176937
 Pickup Date:
 Inst Van: 47568
 Unit Serial: 347131711
 Inst Desc: T870-14 Compact Track Loader APT S&C RT
 Inst Make: BOBCAT
 Inst Model: 71282018

Responsible Item:
 My Acc: 20184287
 Delivery Date:
 Unit Make: Bobcat
 Unit Model: T870-14
 Unit Tag:

Lease

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
LEASE		FLAKEN THE TIRE CHISLER SOMETHING DAMAGED THE COURSE REPLACED COURSE					
7267444	SI	Warranty Bobcat	0.5750		\$105.00		\$58.38
	MA	BOB - EXCHANGER, FUEL	1.0000		\$285.86		\$285.86
Segment Total:							\$346.24
Labor							\$58.38
Parts							\$285.86
Totals							
Sub Total:							\$346.24
Total Tax:							\$0.00
Invoice Total:							\$346.24

History of Payment		
Date	Description	Amount
7/26/2018	Bobcat - Expenses id: BOBCAT WARRANTY	\$346.24
Total Forms of Payment:		\$346.24

Balance Due On this Invoice: \$0.00

Bobcat of Greenville

7512 River Rd
Piedmont, SC 29673-1127

SERVICE INVOICE

Invoice: 03-176934

PO: 20164288

Date: 7/26/2018

Custid: MCAJSTDP

Phone: (803) 268-3600 Fax: (803) 388-0575

Email:

Web site: www.ironworks.com

Email:

Phone:

(313) 913-2058

Salesperson:

CPowers

User:

D.Hollingsworth

Bill To:

IRONWORK PRODUCTIONS, LLC

Ship To:

IRONWORK PRODUCTIONS, LLC

REPAIRS - MCAJSTDP

750 CINCINNATI RD

GREENVILLE, SC 29615-1127

Original:	77582912	Responsible Tech:					
Printed Order By:	05/19/2018	My Rep:	20164288				
Printed Date:		Delivery Date:					
Unit No:	47088	Unit Make:	Bobcat				
Unit Serial:	100111710	Unit Model:	T520-E4				
Unit Color:	T8/C 14 Compact Truck Loader with Backhoe	Unit Tag:					
Unit Status:	REPAIR						
	2520 Hours						
Total							
Item	Type	Description	Qty Tax Price Discount Net Price				
1876		1000 HOUR					
		1000 HOUR CHARGE FOR WORK OFF					
		REPLACED FRONT END WASHERS AND HOSES					
	SI	Standard Bobcat	2.0125		\$105.00		\$211.31
77582912	PA	BOB. INLET FRONT	1.0000		\$230.15		\$230.15
77582912	PA	BOB. SCREW, HEX HEAD	2.0000		\$5.08		\$10.16
77582912	PA	BOB. WASHER	2.0000		\$0.98		\$1.96
Freight - SC	FR	Freight South Carolina Only	1.0000		\$410.37		\$410.37
Segment Total:							\$915.95
Labor:							\$211.31
Parts:							\$240.27
Misc Charges:							\$410.37
Sub Total:							\$915.95
Total Tax:							\$0.00
Invoice Total:							\$915.95
Form of Payment							
Form	Description:	Amount					
00	Bobcat	Customer ID: BOBCAT WARRANTY					
Total Forms of Payment:							\$915.95
Balance Due On This Invoice:							\$0.00

Bobcat of Greenville

2512 River Rd
 Piedmont, SC 29673 US

Phone: (864) 269-3080 Fax: (864) 269-0876
 Email:
 Website: www.bobcatops.com

Bill To:
 IRONWORK PRODUCTIONS, LLC
 BRANDON MCALISTER
 2050 LEE ROAD
 PIEDMONT, SC 29673 US

SERVICE INVOICE

Invoice: 03-174314 PO: 20157940
 Date: 7/5/2018 Cust# MCAL151147

Cust Local
 Phone: (310) 813 2058
 Salesperson: O'Hollingsworth
 User: O'Hollingsworth

Ship To:
 IRONWORK PRODUCTIONS, LLC

Unit With: 7/5/2018
 Work Order: 174314
 Qty: 1.0000
 Unit Tag: 07080
 Unit Serial: B6711710
 Unit Desc: 1850 Lb Compact Track Loader A91 SJCT RT
 Unit Meter: 1575
 99R 3 Hours

Responsive Tech:
 My Ref: 20157940
 Delivery Date:
 Unit Make: Bobcat
 Unit Model: 1850 Lb
 Unit Tag:

LEAK

Date	Type	Description	Qty	Tax	Price	Discount	Net Price
7/5/18		LEAKS / 1717 WORK ORDER FOUND ONE FLANGE 2013 ROLLS-RONE - DOSE AND THE OTHER BLEW OUT ON THE FRONT SIDE OF THE MACHINE REPLACED O-RING AND CHECKED TORQUE ON THE OTHER FLANGES.					
09/11/17	WA	Warranty Release	2.0000		\$105.00		\$210.00
09/21/17	PA	ROB - HYD FLANG 2.5 gal	1.0000		\$34.19		\$34.19
09/21/17	PA	ROB - O-RING	1.0000		\$2.06		\$2.06
Segment Total:							\$277.75
Labor:							\$241.50
Parts:							\$36.25
Sub Total:							\$277.75
Total Tax:							\$0.00
Invoice Total:							\$277.75

Form of Payment:

Form	Description	Amount
00 - Bobcat	Consignment - BOBCAT WARRANTY	\$277.75
Total Form of Payment:		\$277.75
Balance Due On This Invoice: \$0.00		

Bolcat of Greenville

2012 River Rd
 Piedmont, SC 29673-0124

Phone: (864) 280-3601 Fax: (864) 289-0376
 Email:
 Web site: www.bolcat.com

ATTN:
 IRONWORK PRODUCTIONS, LLC
 DEARBORN, MICHIGAN
 48106-1000
 STATE: MI 48106-1000

SERVICE INVOICE

Invoice: 03-167436 PO: 20182885
 Date: 5/7/2018 Cusht: MCAPISTER

Cost From:
 Phone: (310) 913-2058
 Salesperson: D Hollingsworth
 User: D Hollingsworth

Ship To:
 IRONWORK PRODUCTIONS, LLC

Original: 5/7/2018
 MyWeb: 5/7/2018
 Delivery Date: 5/7/2018
 Unit No: 17088
 Unit Serial: 144621710
 Unit Price: 100.00
 Unit Weight: 100.00
 Unit Volume: 100.00

Responsible Tech:
 My Web: 20182885
 Delivery Date:
 Unit Make: Bolcat
 Unit Model: T870 T4
 Unit Weight:

DESCRIPTION

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
REPLACEMENT							
17088	PA	Warranty Global	1.0000		\$105.00		\$105.00
17088	PA	Warranty Global	1.0000		\$12.50		\$12.50
17088	PA	Warranty Global	4.0000		\$1.01		\$4.04
Segment Total:							\$121.54
TRAVEL TIME							
	BL	Warranty Global	1.0000		\$105.00		\$105.00
Segment Total:							\$105.00
Labor:							\$225.00
Parts:							\$16.54
Sub Total:							\$242.29
Total Tax:							\$0.00
Invoice Total:							\$242.29

Form of Payment	Description	Amount
00	Warranty Global	\$242.29
Total Forms of Payment:		\$242.29
Balance Due On This Invoice: \$0.00		

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-0600 Fax: (864) 269-0876
Email:
Web site: www.bobcatpus.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29677 US

SERVICE INVOICE

Invoice: 03-166440 PO: 20186522
Date: 4/30/2018 CustId: MCALISTER

Cost Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Total Forms of Payment: \$5,477.79

Balance Due On This Invoice: \$0.00

Bobcat of Greenville

2515 River Rd
Piedmont, SC 29673 US

SERVICE INVOICE

Invoice: 05-161382 PO: 20123869
Date: 3/19/2018 Custid: MCALESTER

Phone: (864) 214-3000 Fax: (864) 200-8372
E-mail: www.bobcatofsc.com

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Machine:
IRONWORKS PRODUCTIONS, LLC
BRANDON MCALESTER
GREENVILLE, SC 29615
2018

Machine:
IRONWORKS PRODUCTIONS, LLC

Machine:	W182018	Responsible Tech:	
Machine Order No:	021411001	Mv Ref:	20123869
Machine Code:		Delivery Date:	
Unit No:	11068	Unit Make:	Bobcat
Unit Serial:	101211110	Unit Model:	1870 L4
Unit Price:	107014 (umped Fork Loader 401 L4L 401)	Unit Tag:	
Unit Model:	950 Hours		

LEASE

Line	Type	Description	Qty	Tax	Price	Discount	Net Price
1	SA	LEASE RIGHT TRUCK FORKHOSE W/1870 L4L 401 TRUCK LIFT HOSE AND BUILT WITH HYDRAULIC W/1870 L4L 401					
2	SA	Warranty Deduct	0.0000		\$170.75		\$170.75
3	SA	1008-HYD FLUID 2.5 gal	1.0000		\$30.30		\$30.30
Segment Total:							\$191.76
4	SA	1008-HYD FLUID 2.5 gal					
5	SA	Warranty Deduct	1.0000		\$105.00		\$105.00
Segment Total:							\$105.00
Sub Total:							\$195.76
Total Tax:							\$0.00
Invoice Total:							\$195.76

Terms of Payment

Line	Description	Amount
1	Customer ID: 1008-HYD FLUID 2.5 gal	\$195.76
Total Amount of Payment:		\$195.76
Balance Due On This Invoice:		\$0.00

Bobcat of Greenville

2812 River Rd
 Piedmont NC 29673 US

SERVICE INVOICE

Invoice: 03-454020 PO: 20100229
 Date: 1/10/2018 Customer: MCALISTER

Phone: (864) 259-5600 Fax: (864) 259-4810
 Email: info@bobcatofsc.com
 Website: www.bobcatofsc.com

Customer Email:
 Phone: (310) 913-2058
 Salesperson: JHollingsworth
 User: JHollingsworth

Bill To:
 IRONWORX PRODUCTIONS LLC
 600 S. HART TON RD
 CHATEAU SC 29002 US

Ship To:
 IRONWORX PRODUCTIONS LLC

Entered: 1/5/2018
 Work Order No: 03-454020
 Pickup Date:
 Unit No: 41088
 Unit Serial: 1550114710
 Unit Age: 05/11/2018
 Unit Model: 6671 Ld Compact Tractor Loader AS- SLC RF
 Unit Status: 1511
 46.8 Hours

Responsible Tech:
 My Unit:
 Delivery Date: 20100229
 Unit Make: Bobcat
 Unit Model: T870 T4
 Unit Tag:

GRAPPLE

Qty	Type	Description	Qty	Tax	Price	Discount	Net Price
1	GRAPPLE	(GRAPPLE) FULL STOWED. FOUND FULL GRAPPLE DOUBTED DRING BAL CAUSING THE AUX TO DRAW TO LAMP DRAW IN THE COUPLER BLOCK. REPLACED FEMALE COUPLER					
1	Warranty Material		0.5000		\$420.75		\$60.38
1	PA	DOB - COUPLER, RF FEMALE	1.0000		\$83.80		\$83.80
Segment Total:							\$124.18
Labor							\$80.30
Parts							\$65.80
Sub Total:							\$124.18
Total Tax:							\$0.00
Invoice Total:							\$124.18

Form of Payment

no	Description	Amount
01	Bobcat	\$124.18
Total Form of Payment:		\$124.18

Balance Due On This Invoice: \$0.00

Anne McAlister

From: Mario Pelletier <mario.pelletier@deniscimat.com>
Sent: Tuesday, April 10, 2018 9:40 AM
To: Brandon McAlister
Cc: André, 22 Blais
Subject: Re: Cracked motor

Good morning Brandon,

Sorry for the situation.

André (At Cimat) Working for you to find a hydraulic replacement motor.
The first thing is to make your mulching running.

As soon as André have motor in stock I will go install and re adjust it.

André Blais tel: 450 548 7007 # 22

The day I will fix your machine I will need the salesman and Bobcat mechanic.
Can you check it with them?

Thanks

Mario Pelletier

Technicien sur le terrain - On Field Technician
Support technique après ventes - After-Sales Support



1000 route 100
Dorval, Québec H9P 1J1
www.deniscimat.com

Tel: 450 548 7007
Fax: 450 548 7008
Tel: 450 548 7006
mario.pelletier@deniscimat.com



YouTube



Facebook

Le 10 avr. 2018 à 09:03, Brandon McAlister <simlodouille@gmail.com> a écrit :

Good morning Mario,

Bobcat does not seem to care that I'm out of the mulching business 4 weeks now and Denis
C'neuf certainly does not. Seems there's a finger pointing game going on of who's fault it could
have been.

My question is about Rexroth???. They make the pump/motor correct? Is it remotely possible that they could make a faulty product on rare occasion?

As I have stated I did nothing different than I normally do when using the head. I noticed the leak days after using it. And I keep a pretty good eye on things that cost as much as my equipment does.

I'm not happy with Bobcat, the local Cat dealer is trying to work with me to get me out of the T870 and put me in a steel track 2000 XHP. I have also contacted Lantrac and Fecoo for a dedicated forestry machine. Lantrac says I can use any head I like with their machine. The CAT dealer swears by Denis Cimaf but I'm hesitant of getting another Cimaf head due to product support. My excavator comes in 10 days and I need a head for it. What head other than Denis Cimaf would you recommend?

I'm currently 8 months long jobs behind and now referring my clients to other companies that can do the job in a timely manner.

I'm also curious what the warranty is on a Denis Cimaf product? I have reached out to Frank Hollowell a few times and no reply. He must have been instructed to leave me alone.

If it's my fault then have them prove it and I will pay. If it's a combination of faults then we all should pay a little and I think Rexroth should have to take a bite of this as well. I want to be a Denis Cimaf customer. I want to buy a head for the excavator. I genuinely appreciate your help and expertise, you are the only one that answers my messages so I'm dependent on you for a resolution.

Please help me stay in business.

Thank you for your help.

Brandon McAteer

On 11/3/18 5:33 PM, Mario Pelletier wrote:

Hi Brandon,

Andre communicated with your dealer.

Mario Pelletier

Technicien en le terrain (Cat Field Technician)
Support technique ventes - After Sales Support



100 Lakeshore Drive
Burlington, ON L7R 4G8
Canada

Tel: 419-518-7007
 cell: 419-518-9493
 fax: 419-518-4808
mario.pelletier@deniscimal.com



YouTube



Facebook

Le 3 avr. 2018 à 13:48, Brandon McAlister <simlodontle@gmail.com> a écrit :

Good afternoon Mario,

I spoke with Brad Daniels my salesman at Bobcat. He says nobody there has heard anything from Denis Cimal.

I really need to get this head fixed so I can get back to work as soon as possible.

Please let me know how to proceed.

Thank you for your help,

Brandon

On 4/2/18 5:17 PM, Mario Pelletier wrote:

Hi Brandon,

Have you check with your dealer? He is supposed to contact DenisCimal to order an hydraulic motor.

Tomorrow I'll check it and let you know.

Envoyé de mon iPhone

Le 2 avr. 2018 à 16:46, Brandon
 McAlister
 <simlodontle@gmail.com> a écrit :

Hi Mario,

I was curious if there was any update of when my head may be repaired?

Hope all is well

Brandon McAlister

864-888-7479

920 Singleton Rd

Seneca SC 29672

1

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

10/22/18	9:18 AM	8647105146 Peak	PlanAllow/M2M	Senecca	Senecca	N/A	1	0	0	0
10/23/18	9:21 AM	8647105146 Peak	PlanAllow/M2M	Senecca	Senecca	N/A	1	0	0	0
10/24/18	9:25 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
10/25/18	9:30 AM	8647105146 Peak	PlanAllow/M2M	Senecca	Senecca	N/A	1	0	0	0
10/26/18	10:28 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
10/27/18	10:31 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
10/28/18	10:34 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
10/29/18	10:37 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
10/30/18	10:40 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
10/31/18	10:43 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/01/18	10:46 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/02/18	10:49 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/03/18	10:52 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/04/18	10:55 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/05/18	10:58 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/06/18	11:01 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/07/18	11:04 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/08/18	11:07 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/09/18	11:10 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/10/18	11:13 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/11/18	11:16 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/12/18	11:19 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/13/18	11:22 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/14/18	11:25 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/15/18	11:28 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/16/18	11:31 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/17/18	11:34 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/18/18	11:37 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/19/18	11:40 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/20/18	11:43 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/21/18	11:46 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/22/18	11:49 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/23/18	11:52 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/24/18	11:55 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/25/18	11:58 AM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/26/18	12:01 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/27/18	12:04 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/28/18	12:07 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/29/18	12:10 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/30/18	12:13 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
11/31/18	12:16 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/01/18	12:19 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/02/18	12:22 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/03/18	12:25 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/04/18	12:28 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/05/18	12:31 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/06/18	12:34 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/07/18	12:37 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/08/18	12:40 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/09/18	12:43 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/10/18	12:46 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/11/18	12:49 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/12/18	12:52 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/13/18	12:55 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/14/18	12:58 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/15/18	1:01 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/16/18	1:04 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/17/18	1:07 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/18/18	1:10 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/19/18	1:13 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/20/18	1:16 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/21/18	1:19 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/22/18	1:22 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/23/18	1:25 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/24/18	1:28 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/25/18	1:31 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/26/18	1:34 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/27/18	1:37 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/28/18	1:40 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/29/18	1:43 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/30/18	1:46 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0
12/31/18	1:49 PM	8647105146 Peak	PlanAllow	Senecca	Senecca	N/A	1	0	0	0

[illegible]

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Time	Channel	Program	Genre	Rating	Start	End	Day	Week	Notes
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Mon	1	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Tue	2	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Wed	3	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Thu	4	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Fri	5	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sat	6	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sun	7	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Mon	8	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Tue	9	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Wed	10	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Thu	11	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Fri	12	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sat	13	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sun	14	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Mon	15	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Tue	16	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Wed	17	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Thu	18	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Fri	19	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sat	20	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sun	21	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Mon	22	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Tue	23	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Wed	24	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Thu	25	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Fri	26	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sat	27	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Sun	28	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Mon	29	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Tue	30	11:00 AM
11:00 AM	3600 AM	3600 AM	News	1	11:00	11:30	Wed	31	11:00 AM

11/28/18	4:23 AM	8647101346 Peak	M2NAllow	Seneca	Seneca	N/A	0	0	0	0
11/28/18	8:42 AM	8648867801 Peak	PlanAllow	Seneca	Seneca	N/A	0	0	0	0
11/28/18	8:53 AM	8647471407 Peak	M2NAllow	Seneca	Seneca	N/A	0	0	0	0
11/28/18	9:11 AM	8642471407 Peak	M2NAllow	Seneca	Seneca	N/A	21	0	0	0
11/28/18	9:11 AM	8603103996 Peak	PlanAllow	Seneca	Seneca	N/A	8	0	0	0
11/28/18	9:25 AM	8647106146 Peak	PlanAllow/Cal/War	Seneca	Incoming	N/A	1	0	0	0
11/28/18	9:30 AM	8617450051 Peak	M2NAllow	Seneca	Incoming	N/A	1	0	0	0
11/28/18	10:21 AM	8647454246 Peak	PlanAllow	Seneca	Incoming	N/A	1	0	0	0
11/28/18	12:16 PM	8646211306 Peak	PlanAllow	Seneca	Incoming	N/A	1	0	0	0
11/28/18	2:00 PM	8647106146 Peak	M2NAllow	Seneca	Incoming	N/A	1	0	0	0
11/28/18	2:10 PM	8643844746 Peak	PlanAllow	Seneca	Incoming	N/A	2	0	0	0
11/28/18	3:13 PM	8645382891 Peak	PlanAllow	Seneca	Incoming	N/A	1	0	0	0
11/28/18	3:44 PM	8647106146 Peak	M2NAllow	Seneca	Incoming	N/A	1	0	0	0
11/28/18	4:41 PM	8647106146 Peak	M2NAllow	Seneca	Seneca	N/A	7	0	0	0
11/28/18	5:45 PM	8647340009 Peak	M2NAllow	Seneca	Seneca	N/A	2	0	0	0
11/28/18	9:10 PM	8647231731 Off-Peak	NBW	Seneca	Seneca	N/A	7	0	0	0
11/29/18	8:07 AM	8647471407 Peak	M2NAllow	Seneca	Incoming	N/A	7	0	0	0
11/29/18	9:12 AM	8647106146 Peak	M2NAllow	Seneca	Seneca	N/A	32	0	0	0
11/29/18	9:21 AM	8647231731 Peak	PlanAllow	Seneca	Incoming	N/A	4	0	0	0
11/29/18	9:22 AM	8647106146 Peak	M2NAllow	Seneca	Seneca	N/A	2	0	0	0
11/29/18	9:48 AM	8647231731 Peak	PlanAllow	Seneca	Seneca	N/A	2	0	0	0
11/29/18	10:26 AM	8647231731 Peak	PlanAllow	Seneca	Seneca	N/A	3	0	0	0
11/29/18	1:00 AM	8647640205 Peak	M2NAllow	Westminster	Incoming	N/A	1	0	0	0
11/29/18	1:51 PM	8647106146 Peak	M2NAllow	Westminster	Seneca	N/A	2	0	0	0
11/29/18	1:52 PM	8647231731 Peak	PlanAllow	Westminster	Seneca	N/A	2	0	0	0
11/29/18	2:23 PM	8647231731 Peak	PlanAllow	Westminster	Seneca	N/A	1	0	0	0
11/29/18	2:57 PM	8647231731 Peak	PlanAllow	Westminster	Seneca	N/A	1	0	0	0
11/29/18	5:06 PM	8643288410 Peak	PlanAllow	Seneca	Anderson	N/A	11	0	0	0
11/29/18	6:35 PM	8647106146 Peak	M2NAllow	Seneca	Incoming	N/A	6	0	0	0
11/29/18	10:10 PM	8643288410 Off-Peak	NBW	Seneca	Incoming	N/A	120	0	0	0
Total:							21,506	0	7,47	7,44

Company Name: ANNE D. MCALISTER INSURANCE CO.
 Last Name: ANNE MCALISTER
 Address: 10000 Delwood
 Location: Carolee

Billing Period: 11/28/18 - 11/29/18
 Billing Period: 11/28/18 - 11/29/18

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Long-Lasting Durability



Engineered for reliability from the start, the 5-Link torsion suspension undercarriage will stand up to the most demanding jobsites. Every component has been designed to withstand the toughest jobsite conditions. It starts with an improved drive motor, which is continuously lubricated from the hydraulic system, leading to a longer life. Other components are much larger and more durable, including the shaft inside the gearbox, track rollers and rear idler. Hydraulic hoses are carefully routed inside the undercarriage, free from potential snag points.

Uptime Protection



When you're not working, you're not making money. It's the reason each component is engineered for day in, day out reliability. Drive motors are lubricated from oil from a separate cavity of the hydraulic system, dramatically increasing roller bearing life. The diameter of

the drive shaft inside the gearbox is 15 percent larger. Wide rollers maximize contact with the tracks and last longer. It's also easier to flush and fill the drive motor reservoir with two easy to access service ports.

The Company: Global With North Dakota Roots



Radco Company manufactures a line of the best quality manufacturers' machinery and distribution of our product are perfect for construction, farms, landscaping, agriculture, grove's maintenance, government, utility industry and others. We strive to encompass our customers to do their jobs more efficiently and effectively.

Chickens are kept in North Dakota, having started here in 1947 – and were the state's major agricultural product with three North Dakota production facilities. Global Biotek's production facilities are located in India, Czech Republic and China.

Bobcat is a Doosan company. Doosan is a global leader in construction equipment, power and water solutions, engines, and engineering, proudly serving customers and communities for more than a century.

The Brand: Bobcat – One Tough Animal®



The commercial brand name — *one-stop* — has since been used in 1992 — as a synonym for high reliability and dependability — to help warehouse agents (Soboloff Associates) — with its name — *dependability* — has entirely captured the acronym — “one-stop” and “Auto.” Hometek Company continues to be committed to delivering the industry’s best computer programs.

The Dealers: Standing Behind Every Machine



Bohmet Company has become a leading rental equipment distributor nationwide in the world. Since 1900, Bohmet has kept back stock and inventory of Bohmet equipment, serving customers thousands of local sales, service, parts and rental specialists. Bohmet dealers are known for their dedication in providing outstanding personal services to ensure long, reliable equipment performance.

Powerful Hydraulics

When it comes to performance, Bobcat® skid-steer loaders and compact track loaders are in a class by themselves. Each component - including the engine, pumps, and hydraulic system - are engineered to deliver maximum hydraulic performance. For you, that means faster cycle times and better jobsite productivity.

Protection Technology



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

How to Evaluate Your Opportunity Costs

Until the 1980s, many owners dedicated technicians to perform the maintenance and repair of their fleet of earthmoving machines and equipment. But since operations have shifted from owner to machine operators to handle the maintenance work, the cost of the equipment has increased. This has led to a significant increase in the cost of the equipment. This is because the equipment is now being used for a longer period of time, and the cost of the equipment is now being passed on to the owner. This is a significant increase in the cost of the equipment, and it is important to understand the opportunity costs of this increase.

It is important to understand the opportunity costs of this increase. The opportunity cost of this increase is the cost of the equipment that is not being used for other purposes. This is a significant increase in the cost of the equipment, and it is important to understand the opportunity costs of this increase.

1. Properly determining the maintenance and repair costs for your machine.
2. Being able to calculate the opportunity costs of your machine.

Maintenance Intervals

Simple maintenance intervals are a good way to determine the cost of your equipment.

Maintenance intervals have recommended service intervals that are specific to each machine model. Can you maintain your machine efficiently at your company or should it be done by a maintenance shop technician who has the time, tools and knowledge?

Opportunity cost

An opportunity cost calculation is the analysis of savings gained from performing your own maintenance versus the revenue that could be generated from being on the job longer. Opportunity costs can vary based on rates and accurate time estimates.

To calculate your opportunity costs, determine the number of hours it will take you to perform the maintenance and compare that to how much you could have earned on a jobsite during that time.

For instance, it takes four hours to change the oil in your compact excavator and you charge customers \$150 an hour for excavation work, that's \$600 of lost opportunity costs. Now consider that an oil change by the dealership might take only two hours to complete at \$100 per hour.

It may not make sense to take a machine out of service for half a day when a dealer can perform maintenance in significantly less time. Using the dealership is appealing because it may return the lost opportunity cost, be the most convenient for you and your company, and reduce downtime.

The bottom line with maintenance decisions is to properly calculate the value of your time and the level of your expertise. You may determine that by staying on task with billable projects when work is available, you could afford to outsource maintenance and come out ahead financially.





Hydraulic Performance

Rarely does your machinery perform one function at a time. For example, when you dig into a pile, you're usually pushing, lifting and lifting all at the same time. This means your loader's hydraulic system must be directed to multiple components. It's the reason Bobcat loaders intelligently deliver the right amount of power to each component. That directly translates to more power and balanced performance. However, not every manufacturer designs machines the same way. Kubota, Caterpillar, Case and New Holland may perform one function well, but when it comes to components working together, they struggle. Watch the test to see for yourself.

*Bubcat refers to Working Woods and when
When machine is down*

Protected Components



Bobcat machines are everywhere and when your machine is out of operation it means you lose valuable work time and money. With Bobcat's skid steer loaders and backhoe loaders, you're ready for nearly anything that you'll encounter. Each component is designed for reliable protection for you that means peace of mind in whatever conditions of your jobsite.



*Brings on each component
Being designed for reliability*



Acme Operations LLC
Invoice Listing
MCALISTER - IRONWORX PRODUCTIONS, LLC

Invoice Date	Invoice No	Src	Total Invoice Amount	Has Inv	Void
6/27/2018	03 - 173218	IN	\$248.15		
6/14/2018	03 - 173706	IN	\$76.99		
5/25/2018	03 - 169385	WO	\$3,489.23	Y	
5/14/2018	03 - 168126	WO	\$119.51		
5/7/2018	03 - 167436	WO	\$242.29	Y	
4/30/2018	03 - 166440	WO	\$5,417.79	Y	
3/16/2018	03 - 161382	WO	\$195.76	Y	
3/15/2018	03 - 161191	IN	\$521.26		
2/1/2018	03 - 156436	WO	\$328.71		
1/31/2018	03 - 156347	WO	\$2,272.71	Y	
1/11/2018	03 - 154081	WO	\$147.32		
1/10/2018	03 - 154020	WO	\$124.18	Y	
12/1/2017	03 - 149363	IN	\$57.40		
12/1/2017	03 - 149662	WO	\$530.56		
12/1/2017	03 - 149858	IN	\$57.40		Y
11/30/2017	03 - 149629	IN	\$1,695.03		
11/30/2017	03 - 149628	IN	\$1,813.65		Y
11/30/2017	03 - 149610	IN	\$165,966.80		
11/17/2017	03 - 148142	IN	\$0.00		
10/9/2017	03 - 143125	IN	\$12,370.00		
9/19/2017	03 - 140506	IN	\$0.00		
9/19/2017	03 - 140487	IN	\$0.00		Y

Back IN 7/3/18

Bobcat of Greenville

12 River Rd
Edmont, SC 29673 US

PO: 20169179

stld: MCALISTER
Invoice: 03-178824
te: 8/10/2018

Cust Email

me:

Opened:

Work Order No:
Pickup Date:
Unit No:
Unit Serial:
Unit Desc:
Unit Meter:

03-198989

8/3/2018

47088
B47C11710
T870 T4 Compact Track Loader A91 SJC RF 15PT
276.5 Hours

Responsible Tech:

My Ref:
Delivery Date:
Unit Make:
Unit Model:
Unit Tag:

20169179

Bobcat
T870 T4

TRACK

Bobcat of Greenville

112 River Rd
Edmont, SC 29673 US

Attn: MCGUISTER
Invoice: 03-178824
Date: 8/10/2018

PO: 20168179

Customer Email:

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
TRACK							
TRACK CAME OFF AND CYLINDER WONT RETRACT ALL THE WAY TO REINSTALL THE TRACK. WE TOWED THE MACHINE INTO THE SHOP AND TURNED THE VALVE AND PUSHED THE CYLINDER ALL THE WAY IN WITH NO PROBLEMS. WE ALSO REMOVED THE CYLINDER TO TEST ON A BENCH AND IT WAS FINE. WE ADJUSTED THE TRACK TENSION UP A LITTLE TO KEEP THE TRACK FROM COMING OFF.							
SC-SERV PICKUP DEL. MIC	St.	Warranty Bobcat Service Pickup/Delivery SC Only	1.0000				
Segment Total:							
Labor							
Misc Charges:							
Sub Total:							
Total Tax:							
Invoice Total:							

Terms of Payment
 type Description Amount
 Net - Bobcat Customer Id: BOBCAT WARRAN71

Total Forms of Payment:

Balance Due On This Invoice:



Bobcat of Greenville

1512 River Rd
 Piedmont, SC 29673 US

SERVICE INVOICE

Invoice: 03-168126 PO:
 Date: 5/14/2018 CustId: MCALISTER

Phone: (864) 269-3600 Fax: (864) 269-0070
 Email:
 Web site: www.bobcatopsc.com

Customer Email:
 Phone: (310) 913-2058
 Salesperson: CPowers
 User: Gmperth

Sold To:
 IRONWORK PRODUCTIONS, LLC
 BRANDON MCALISTER
 899 SINGLETON RD
 SENECA SC 29677 US

Sold To:
 IRONWORK PRODUCTIONS, LLC

Entered:	5/14/2018	Responsible Tech:					
Work Order No:	03-168152	My Ref:	T870				
Pickup Date:		Delivery Date:					
Unit No:	47088	Unit Make:	Bobcat				
Unit Serial:	B47011710	Unit Model:	T870 T4				
Unit Desc:	1120 T4 Compact Track Loader APT SJC HJ 15FT	Unit Tag:					
Antenna							
Qty	Type	Description	Qty	Tax	Price	Discount	Net Price
		Install Antenna					
	SI	Customer Billable					
1.0000	BA	BOD - ANTENNA, 94 INCH MOTOROLA MALE	1.0000	Y	\$37.09		\$37.09
1.0000	ARC	Freight South Carolina Only	1.0000	Y	\$15.25		\$15.25
1.0000	SS	Shop Supplies	1.0000	Y	\$20.10		\$20.10
Segment Total:							\$114.44
Labor:							\$42.00
Parts:							\$37.09
Misc Charges:							\$15.25
Enviro / Shop Supplies:							\$20.10
Sub Total:							\$114.44
Total Tax:							\$5.07
Invoice Total:							\$119.51

Method of Payment

Qty	Description	Amount
1.0000	MCALISTER	\$119.51
Card Name: BRANDON - MCALISTER		
Account: *****/****/**** - Entry Method: Chipped		
A/C: 00040300041010 - ARC - TSI-F500		
TVR: 0000048050 - IAB		
Issued: Approver: 002245 /		
Verification Method: Verified by Pin		

Page: 1 of 1

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 269-0070
e-mail:
Web site: www.bobcatopis.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-168126 PO:
Date: 5/14/2018 Custid: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: C Powers
User: Gmparts

Ship to:
IRONWORX PRODUCTIONS, LLC

Signature: _____

Total Forms of Payment: \$118.51

Balance Due On This Invoice: \$0.00

Bobcat of Greenville

2512 River Rd
 Piedmont, SC 29673 US

SERVICE INVOICE

Invoice: 03-186440
 Date: 4/30/2018

PO: 20186522
 CustID: MCALISTER

Phone: (864) 309-3800 Fax: (864) 309-0376
 E-mail:
 Web site: www.bobcatusa.com

Cust Email:
 Phone: (310) 813-2058
 Salesperson: D.Hollingsworth
 User: D.Hollingsworth

Bill To:
 IRONWORK PRODUCTIONS LLC
 BRANDON MCALISTER
 820 SINGLETON RD
 GENEVA, SC 29077 US

Ship To:
 IRONWORK PRODUCTIONS LLC

Entered: 4/10/2018
 Work Order No: 03-186440
 Mount Date:
 Unit No: 47038
 Unit Serial: R47C11710
 Unit Desc: T870 J4 Compact Track Loader (A) STD P2
 Unit Make: ISPT
 Unit Model: R47C11710

Responsible Tech:
 My Ref: 20186522
 Delivery Date:
 Unit Make: Bobcat
 Unit Model: T870 P2
 Unit Year:

CODING

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
000000							
		CODING AND CUTTING OFF: FOUND CODE D7561 (Hilbese Drive Roller) and D7571 (Lift Swastika) Old Position. WE TRIED SWAPPING SWASTIKA SENSORS TO SEE IF THE CODE WOULD CHANGE. CODE STAYED THE SAME. WE REMOVED THE HYDROSTAT TO CHECK FOR OBSTRUCTIONS AND THE LIFT CYCLING WAS REDUCED. DUE TO THE HYDROSTAT HAD LOTS OF WEAR IN IT. SPoke TO MY DSM AND EXPRESSED MY CUSTOMER'S CONCERN ABOUT REPAIRING THIS HYDROSTAT 4 TIMES AND HE HAS NOT BEEN ABLE TO OPEN IT UP 3 TIMES SO WE DECIDED TO JUST REPLACE THE HYDROSTAT. REPAIRED HYDROSTAT. US TIME FOR SWAPPING THE SWASTIKA SENSORS TO FIND THE PROBLEM AND REASSURE THE HYDROSTAT FOR CORRECTION.					
000000	W	Warranty Labor					\$2,173.00
000000	PA	PAK - PUMP, HYD RAMEN W/ GEAR	1.0000		\$3,147.75		\$3,147.75
000000	PA	COIL - SEAL	1.0000		\$1.73		\$1.73
000000	PA	BOB - HYD FLUID 3 gal	3.0000		\$30.38		\$90.76
000000	PA	BOIL - PG 53/47 ANTI-FREEZE PREMIX GAL	1.0000		\$11.35		\$11.35
Segment Total:							\$5,417.79
Labor							\$2,173.00
Parts							\$3,244.79
Sub-							
Sub-Total:							\$5,417.79
Total Tax:							\$0.00
Invoice Total:							\$5,417.79
Terms of Payment							
PO	Description	Amount					
am	Bobcat	Customer JE BOUCAT WARRANT					
							\$5,417.79

Page 1 of 1

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3800 Fax: (864) 269-0076
Email:
Web site: www.bobcatops.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-186440 PO: 20138522
Date: 4/30/2018 Custid: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: DHollingsworth

Ship To:
IRONWORX PRODUCTIONS, LLC

Total Forms of Payment:	\$5,417.79

Balance Due On This Invoice:	\$0.00

Bobcat of Greenville

2512 River Rd
 Piedmont, SC 29673 US

Phone: (864) 269-3700 Fax: (864) 269-0870
 E-mail:
 Web site: www.bobcatups.com

Ship to:
 IRONWORK PRODUCTIONS, LLC
 BRANDON MCALISTER
 320 SINGLETON RD
 SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-181382 PO: 20188869
 Date: 3/19/2018 Custid: MCALISTER

Cust Email:
 Phone: (310) 919-7056
 Salesperson: D.Hollingsworth
 User: D.Hollingsworth
 Ship to:
 IRONWORK PRODUCTIONS, LLC

Opstart:
 Work Order No: 03-181070
 Booking Date:
 Unit No: 017080
 Line Serial: 1897011710
 Unit Desc: T870 T4 Compact Track Loader (Wd 5.0' Ht 12')
 Fuel Meter: 05PT
 64.0 Hours

Responsible Party:
 My Ref: 20188869
 Delivery Date:
 Unit Make: Bobcat
 Unit Model: T870 T4
 Unit Tag:

LEAK

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
LEAK							
		LEAK AT RIGHT TRACK -FOUND HOSE PART # 75701SE1 D03E OIL TIGHTENED HOSE AND REFILLED WITH HYDRAULIC OIL AS NEEDED.					
BOUS117	SL 1A	Warrenty Bobcat BOB - HYD FLUID 2.5 gal	1.0000		\$30.38		\$60.38 \$30.38
Segment Total:							\$90.76
TRAVEL TIME							
	SL	TRAVEL TIME SENECA S.C. Warrenty Bobcat					\$105.00
Segment Total:							\$105.00
Labor							\$185.00
Parts							\$60.38
Sub Total:							\$195.76
Total Tax:							\$0.00
Invoice Total:							\$195.76

Terms of Payment:

IP#	Description	Amount
001 - Bobcat	Customer Id: B018-A - WARRANT	\$195.76
Total Terms of Payment		\$195.76
Balance Due On This Invoice: \$0.00		

Bobcat of Greenville

2512 River Rd
 Piedmont SC 29677 US

SERVICE INVOICE

Invoice: 03-156347 PO: 20108400
 Date: 1/31/2018 CustId: MCALISTER

Phone: (864) 269-3400 Fax: (864) 269-0874
 Email:
 Web site: www.bobcatops.com

Cost Email:
 Phone: (310) 814-2058
 Salesperson: D Hollingsworth
 User: D Hollingsworth

Bill To:
 IRONWORK PRODUCTIONS, LLC
 23400N MCALISTER
 9208 INGLETON RD
 GREENVILLE, SC 29617 US

Ship To:
 IRONWORK PRODUCTIONS, LLC

Opened: 1/26/2018
 Work Order No: 03-175407
 Closed Date:
 Unit No: 47098
 Unit Order: 0470981710
 Unit Desc: FB7014 Compact Track Loader A915JC-2F
 Unit Make: Bobcat
 Unit Year: 612 Hours

Responsible Tech:
 My Ref: 20108400
 Delivery Date:
 Unit Make: Bobcat
 Unit Model: T870T2
 Unit Tag:

COBING

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
COBING		COBING 17527 Unit Swashplate Out of Position And L7517 Tail Swash Plate out of Position. REMOVED SWASH PLATE SENSORS AND SWAPPED THEM TO DIFF IN THE CASE WOULD CHANGE. COBING DID NOT CHANGE REMOVED HYDROSTAT AND REASSEMBLED. FOUND PLUG G BUSHINGS COMING OUT OF THE BORE OF THE SWASH PLATE. INSTALLED NEW BUSHINGS AND REFILLED WITH FLUID AS NEEDED. EXTRA CHG FOR SWAPPING SWASH PLATE SENSORS TO DIFFERENC IF IT WAS ELECTRICAL OR MECHANICAL.					
254020	SI	Warranty Bobcat					\$2,173.50
003447	PA	BOB - RUSHING	2.0000		\$2.20		\$4.40
003426	PA	BOB - HYD FLUID 2.5 gal	2.0000		\$30.38		\$60.76
	PA	BOB - 1% 5W47 ANTIFREEZE PREMIX GAL	1.0000		\$13.85		\$13.85
Segment Total:							\$2,272.71

Labo: \$2,173.50
 Parts: \$99.21

Sub Total:		\$2,272.71
Total Tax:		\$0.00
Invoice Total:		\$2,272.71

Form of Payment	Description	Amount
cc - Debit	Customer bill BOBCAT WARRANTY	\$2,272.71
Total Forms of Payment:		\$2,272.71
Balance Due On This Invoice:		\$0.00

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 269-3600 Fax: (864) 259-0876
Email:
Web site: www.bobcatops.com

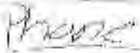
Bill To:
IRONWORX PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-156436 PO:
Date: 2/1/2018 Custid: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: Gnparts

Ship To:
IRONWORX PRODUCTIONS, LLC



Total Forms of Payment: \$328.71

Balance Due On This Invoice: \$0.00

Bobcat of Greenville

2512 River Rd
 Henderson, NC 29673 (US)

Phone: (864) 269-0600 Fax: (864) 269-0876
 Email:
 Web site: www.bobcatops.com

ATTN:
 IRONWORX PRODUCTIONS, LLC
 BRANDON MCALISTER
 920 SINGLETON RD
 SENECA, SC 29672 (US)

SERVICE INVOICE

Invoice: 03-154020 PO: 20100229
 Date: 1/10/2018 CustId: MCA15TER

Cust Email:
 Phone: (310) 813-2058
 Salesperson: D Hollingsworth
 User: D Hollingsworth

Ship to:
 IRONWORX PRODUCTIONS, LLC

Opened: 1/3/2018
 Work Order No: 03-173586
 Pickup Date:
 Unit No: 47063
 Unit Serial: 347C11710
 Unit Desc: T870 T4 Compact Tractor Loader/Wal. S&C RT-
 6940
 Unit Meter: 46.5 Hours

Responsible Tech: --
 My Tel: 20100229
 Delivery Date:
 Unit Make: Bobcat
 Unit Model: T870 T4
 Unit Tag:

GRAPPLE

Qty	Type	Description	Qty	Tax	Price	Discount	Net Price
1.0000	GRAPPLE	GRAPPLE FALLS DOWN. FOUND THE FEMALE COUPLER CRIMPED CAUSING THE AXLE TO DRAIN TO CASE DRAIN IN THE GRAPPLES BLOCK REPLACED FEMALE COUPLER					
1.0000	GR	Warranty Bobcat					\$60.38
1.0000	PA	BOB-COUPLER, F- FEMALE	1.0000		\$63.80		\$63.80
Segment Total:							\$124.18
Labor:							\$60.38
Parts:							\$63.80
Sub Total:							\$124.18
Total Tax:							\$0.00
Invoice Total:							\$124.18

Terms of Payment

Qty	Description	Amount
1.0000	Customer Id: BOBCAT WARRANTY	\$124.18
Total Terms of Payment:		\$124.18

Balance Due On This Invoice: \$0.00

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 289-1600 Fax: (864) 289-0876
Email:
Website: www.bobcat-us.com

Bill To:
IRONWORX PRODUCTIONS, LLC
BRANFON MCALESTER
420 SINGLETON RD
SHELLEY, SC 29677 US

SERVICE INVOICE

Invoice: 03-154081
Date: 1/11/2018

PO:
Credit: MCALESTER

Cust Email:
Phone: (310) 913-4058
Salesperson: D Hollingsworth
User: T Rollins

Ship To:
IRONWORX PRODUCTIONS, LLC

Entered: 1/11/2018
Work Order No: 03-173284
Pickup Date:
Unit No: 47085
Unit Serial: B47011710
Unit Desc: 1875 14 Compact Track Loader 691 SJC R1
Unit Make: HBT
Unit Model:
45.8 Hours

Responsible Tech:
My Ref: IRONWORX
Delivery Date:
Unit Make: Bobcat
Unit Model: T870 T4
Unit Tag:

CODING

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
CODING							
		CRUISE SERVICE					\$52.00
	SL	Customer Billable	1.0000	Y	\$20.33		\$20.33
7012303	PA	80B - FILTER, OIL, ENG	3.0000	Y	\$15.99		\$47.87
7023081	PA	80B - 15W/40 GAL	3.0000		\$0.08		\$0.24
Oil Tax 30.00	MC	Oil Solid Waste Tax 30	1.0000	Y	\$20.10		\$20.10
	SS	Shop Supplies					
Segment Total:							\$141.14

Label	\$12.50
Parts	\$80.00
Misc Charges	\$0.00
Unlabeled Shop Supplies	\$20.10

Totals:

Sub Total:	\$141.14
Total Tax:	\$6.10
Invoice Total:	\$147.22

Form of Payment	Description	Amount
Credit Card 03	MCALESTER	\$147.22

Bobcat of Greenville

2512 River Rd
Piedmont, SC 29673 US

Phone: (864) 289-3600 Fax: (864) 289-0876
Email:
Web site: www.bobcatops.com

Bil To:
IRONWORK PRODUCTIONS, LLC
BRANDON MCALISTER
920 SINGLETON RD
SENECA, SC 29672 US

SERVICE INVOICE

Invoice: 03-154081 PO:
Date: 1/11/2018 CustId: MCALISTER

Cust Email:
Phone: (310) 913-2058
Salesperson: DHollingsworth
User: TRollins

Ship To:
IRONWORK PRODUCTIONS, LLC

Card Name: BRANDON MCALISTER
Account: *****5463 / VS - Emv Method: Chipped
A/C: A000000031010 - ARC - TS: F800
TVR: 0000000000 - IAD:
Batch: - Approval: 058553 /
Verification Method: Signature



Total Forms of Payment: \$147.32

Balance Due On This Invoice: \$0.00

4 24 18 Listed for Sale

Subject: Machinery Trader Order Confirmation - 2018 B0BCAT T870

CRM:00252400001004

From: Sydney Scott <sydney.scott@truckpaper.com>**Date:** 4/24/18, 10:12 AM**To:** "simlodonllc@gmail.com" <simlodonllc@gmail.com>

Brandon,

Thank you for choosing Machinery Trader to list your equipment! Your card was charged \$200.00 for the ad. I have already activated the online portion of the ad here ([http://www.machinerytrader.com/ads/2018B0BCAT-T870](#)), and I've

attached a proof of the ad that will print for 4 weeks beginning with the May 8th issue in the South Eastern print edition of Machinery Trader. Your ad will print as shown in the attached proof. If you'd like to make changes, I must hear from you before the deadline of [http://www.machinerytrader.com/ads/2018B0BCAT-T870](#). Please

let me know if you have any questions.

Do you or your buyer need financing? All listings on MachineryTrader.com have a direct link for buyers to access [http://www.machinerytrader.com/financing](#) to quickly inquire on financing options through our partnership with Ceresney Capital.

Thank you for using Machinery Trader.

Sydney Scott

3030 Illinois | 2501 Dunes Dr | Lincoln, NE 68503-4884 (C-40)

123 W. Howard Drive | Lincoln, NE 68522 | Website: [http://www.sandhillspublishing.com](#)

[Marketplace](#) [Auction](#) [Tractor](#) [Tractor](#)



Express Financing
Get Instant Funding
(844) 307-1958

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You will need to have Adobe Acrobat Reader to view this proof. Click on this link to download Acrobat Reader: [http://www.adobe.com/acrobat/readstep2.html](#)

Attachments:

4/24/18, 10:12 AM

3:06

LTE

Daniel Hollingsworth @ Bobcat

What is code
E005246-25

That code don't come
up you sure that it

Sorry, it's E005246-25

Is your def fluid full?

yes

It's a tampering fault

How do I get it off?

3:07

LTE

Daniel Hollingsworth @ Bobcat

How do I get it off?

You can't erase them if
it's an active code
something is wrong with
it

Oh ok. Give me a call
when you get a chance

Ok I'll be back from
lunch in about 30 min

OK

Give me a call when you
get a minute please

3:55

LTE



Daniel Hollingsworth @ Bobcat

I got your loader
finished up this morning

Thank you

Your price on the
service is \$548.32

Thanks, I'm sending my
nephew to get it today

Ok



3:08

LTE

Daniel Hollingsworth @ Bobcat



It's been showing this code since Thursday when I got it back.

That is a Intake air temperature code

It starts about 2 minutes after I start it up and bounces between 1210 and 1211



3:09

LTE

Daniel Hollingsworth @ Bobcat

When I start it up

That is a Intake air
temperature code

It starts about 2 minutes
after I start it up and
bounces between 1210
and 1211

That 1211 is extremely
high intake temperature

This thing beats all I
ever seen

I know it's crazy

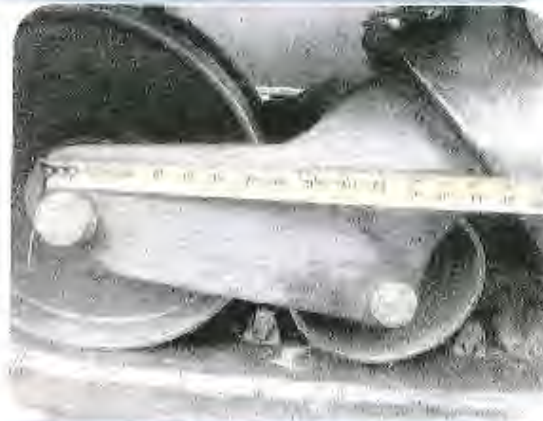
3:10

LTE

Daniel Hollingsworth @ Bobcat



Right side track tension released



Left side track tension on

3:11

LTE

Daniel Hollingsworth @ Bobcat

It's 1 inch different?

I know

Is there something up
inside the frame?



3:12

LTE

Daniel Hollingsworth @ Bobcat

Not that I can see

Other than mud on the bottom rails

It's strange that's it's always the right track. I've never lost a left track and the right one came off at least times on my last job.

I've never had one not retract all the way on the new style undercarriage

Is there another place I should look for

3:13

LTE

Daniel Hollingsworth @ Bobcat

Hi, I'm looking for a Bobcat
idler assembly for
something like this:

You could see if you
could pull out that front
idler assembly out and
see what's up inside the
frame

Live track in wheel

Have you tried pushing
the wheel back in

Yes

What's your address
where the machine is

3:14

LTE

Daniel Hollingsworth @ Bobcat

There is an old one it's
a new one
might be your under
development

How far away from the
my shop

Hour and a half easy

Can you get it loaded or
can I get a rollback to it?

I can get a rollback local
and it would be much
cheaper

Your best bet is to do
that and I'll get a man

3:14

LTE

Daniel Hollingsworth @ Bobcat

The client is looking for a
solution
that is not a
development

How far away from the
my shop

Hour and a half away

Can you get it loaded or
can I get a rollback to it?

I can get a rollback local
and it would be much
cheaper.

Your best bet is to do
that and I'll get a man

3:15

LTE

Daniel Hollingsworth @ Bobcat

Is there a way to pull it
up with the track off or
do they drag it?

They will drag it

Ok

I'll call my guy

Good deal I'll get it fixed
as fast as I can for you

Thank you

You're welcome

Can you call me when

3:17

LTE

Daniel Hollingsworth @ Bobcat

Can you call me when
you get a minute I have
an idea and I want to
make sure it's
something that won't
void the warranty.



Apple Pay

3:18

LTE

Daniel Hollingsworth @ Bobcat



Winched with 1000lbs
of pull



Left side

That's crazy



3:19

LTE

Daniel Hollingsworth @ Bobcat



No tension

There's not a roll back
around here willing to
get it.
1 they say they will be
overweight
2 there afraid it will
damage their bed.
One guy wants \$1500
to pick it up and put it in
my trailer with a crane.

3:20

LTE

Daniel Hollingsworth @ Bobcat

I can call my guy or you
can so you can give
some directions

Seeing that you don't
have a address

Hawkins Towing O...

Let me try to do the
location share on
iPhone

CL

3:21

LTE

Daniel Hollingsworth @ Bobcat

What town is it

Take 123 into Seneca.
Turn right on Hwy 28
towards Walhalla.
Turn right at CVS onto
Keowee school Rd.
Cross the bridge over
the lake, at 4way stop
left on Ebenezer Rd.
Left on N Burns Mill Rd
Left on Safety Harbor
Rd.
Left on McAlister Rd
Left on Open Water Trl.

I think this is considered
West Union



3:23

LTE

Daniel Hollingsworth @ Bobcat

Ok they should be able to find it just make sure nothing is in the way for them to drag it and they get the track

They checking to see when the truck is going to get freed up

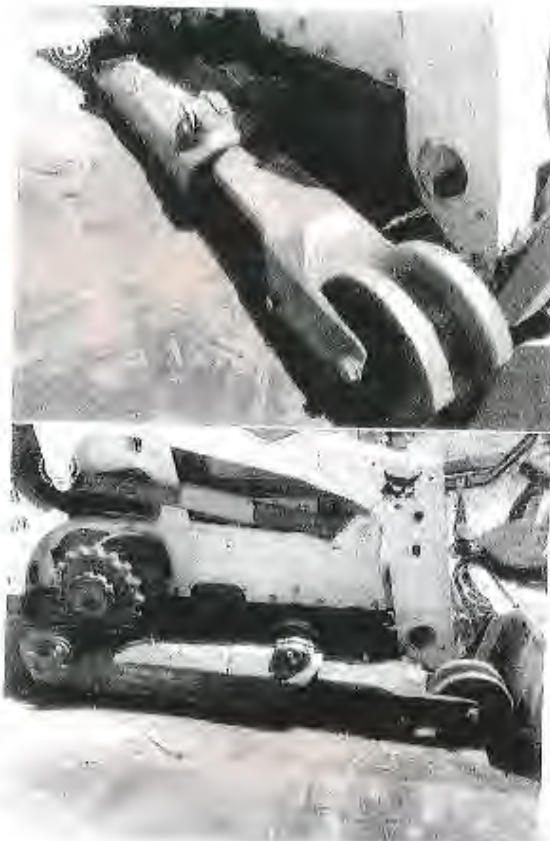
They have a clear shot it's sitting kind of crooked though. They will need to back in Open Water Trail. It's only a couple of hundred feet.

Ok

3:24

LTE

Daniel Hollingsworth @ Bobcat



I got it done



3:25

LTE

Daniel Hollingsworth @ Bobcat



Daniel Hollingsworth @ Bobcat



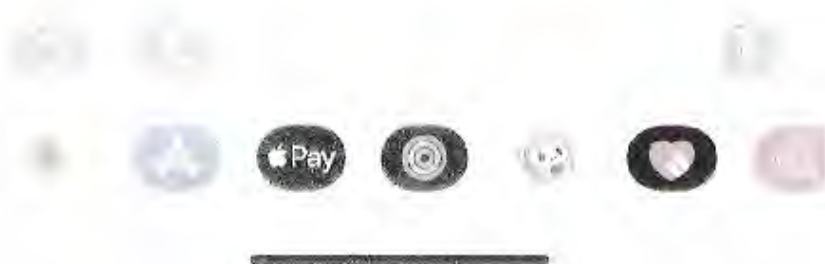
3:27

LTE

Daniel Hollingsworth @ Bobcat



I was moving mulch with my bucket this weekend and the only warning sign I noticed was 1. a loss of power going up hill. When making the corner to the mulch pile I



3:28

LTE

Daniel Hollingsworth @ Bobcat

I was moving mulch with my bucket this weekend and the only warning sign I noticed was a loss of power going up hill. When making the sprint to the mulch pile I would make the 100 yard dash in high speed mode, then standard mode returning going into creep when maneuvering the right area and dumping mulch. It started not having enough power to make the straight line dash to the mulch pile. So standard mode was

3:29

LTE

Daniel Hollingsworth @ Bobcat

Go standard mode was my only option. On the fourth trip down to the lake I noticed it was pulling hard to the right and I was having to correct direction with the Joystick. Then came the DRIVE IN SHUTDOWN screen with codes. I started it back up and it shut down again after about 20 feet and get the same message. At this point I was able to get almost to my mulch pile to dump when it did the HYDRAULIC CHARGE

3:30

LTE

Daniel Hollingsworth @ Bobcat

was able to get almost to my mulch pile to dump when it did the HYDRAULIC CHARGE PRESSURE IN SHUTDOWN. I re-started the machine and had no hydraulics. No movement at all on anything. I ended up having to escape through the back window.

We also have a problem of where it's located. It's down by the lake and not accessible by wrecker. The path is

3:30

LTE

Daniel Hollingsworth @ Bobcat

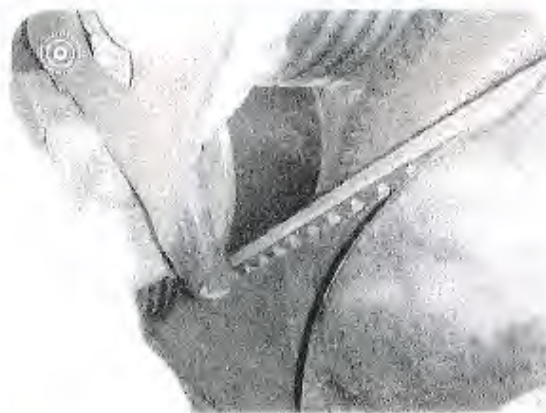
We also have a problem of where it's located. It's down by the lake and not accessible by wrecker. The path is about 150 +/- yards long and in a protected area because of the lake. The only option I can think of is either try to drag it out with my excavator and if that doesn't work try a larger excavator or dozer and do my best to repair the damage. Either way I'll have to destroy the pathway. All this is ruled by Duke Power and they

3:31

LTE

Daniel Hollingsworth @ Bobcat

can think of is simply try to drag it out with any excavator and if that doesn't work try a larger excavator or dozer and do my best to repair the damage. Either way I'll have to destroy the pathway. All this is ruled by Duke Power and they want minimal environmental impact.



3:33

LTE

Daniel Hollingsworth @ Bobcat

Ok I'll sent Tom up when
he gets freed up later
today. I'll just have him
call you to get directions

020 Singleton Rd
Greenville, SC 29612

Ok got them set for in
the morning

Can you let me know
when they get that
machine?
I need to move my

3:34

LTE

Daniel Hollingsworth @ Bobcat

When they

Were they on their way
when you called?

There were finishing up
chaining down I guess
they left 20 min after we
talked

Ok cool

Any estimate on when
my machine will be
fixed?

3:35

LTE

Daniel Hollingsworth @ Bobcat

Good morning Brandon I checked on the order this morning and it looks like they sending me the pump directly from the supplier because it was back ordered hopefully I'll have it in a couple days

Ok thank you. Do you have a machine with a mulcher I could use a couple of days toward the end of the week or through the weekend?

3:36

LTE

Daniel Hollingsworth @ Bobcat

like they sending me the pump directly from the supplier because it was back ordered hopefully I'll have it in a couple days

Ok thank you. Do you have a machine with a mulcher I could use a couple of days toward the end of the week or through the weekend?

I'll check with Chris and see what he's got

Thank you

3:37

LTE

Daniel Hollingsworth @ Bobcat

This thing is leaking hydraulic fluid from three spots. I've washed it with degreaser several times, thinking it was just some in the belly. The worse leak is towards the front and two small one in the back. About a 6 inch spot over night and two three inch spots in the rear.

3:38

LTE

Daniel Hollingsworth @ Bobcat



This is how much it



3:39

LTE

Daniel Hollingsworth @ Bobcat

Ok we can fix it when
can you bring it in

10 pm 11/10/21

Ok thank you



Daniel Hollingsworth @ Bobcat



Just grading a road and
this track falls off. Same
right side track.
One of my employees is
headed back with it
now.



3:41

LTE

Daniel Hollingsworth @ Bobcat

Ok are you reinstalling it
or bringing it to me?

I'm bringing it to you for
this and the hydraulic
look



3:41

LTE



Daniel Hollingsworth @ Bobcat



Ok



3:42

LTE

Daniel Hollingsworth @ Bobcat



This is the area we were grading.

Ok

Apple Pay

3:43

LTE

Daniel Hollingsworth (@ Bobcat)

Brandon this is Daniel
with bobcat I got your
loader ready. I got the
leak done and the track
back on. Wasn't that all
we were doing?

Check the AC please

Ok I will.

Thank you

3:44

LTE

Daniel Hollingsworth @ Bobcat

Do you know anyone
that would be interested
in buying that machine?

I'm trying to get a payoff
amount from the bank.

Not right off but I'll get
with our salesmen and
see if they do.

Thanks. I'll sell the
Cimaf head buckets.
What ever they want.

And that dozer blade.
I've only used it once.

Ok

3:45

LTE



Daniel Hollingsworth @ Bobcat

Today, 10:00 AM

I'm out mulching this morning and suddenly the machine loses power.

It dramatically loses power as soon as you try to move or engage the mulcher head.

Sitting still it's at 2401 RPM but simply lifting the arms the rpm drops to 1700.

Engaging the head drops it to around 1000 initially then it won't go any higher than about 1800 rpms



3:46

LTE

Daniel Hollingsworth @ Bobcat



I'll look into what causes
that code



3:47

LTE

Daniel Hollingsworth @ Bobcat



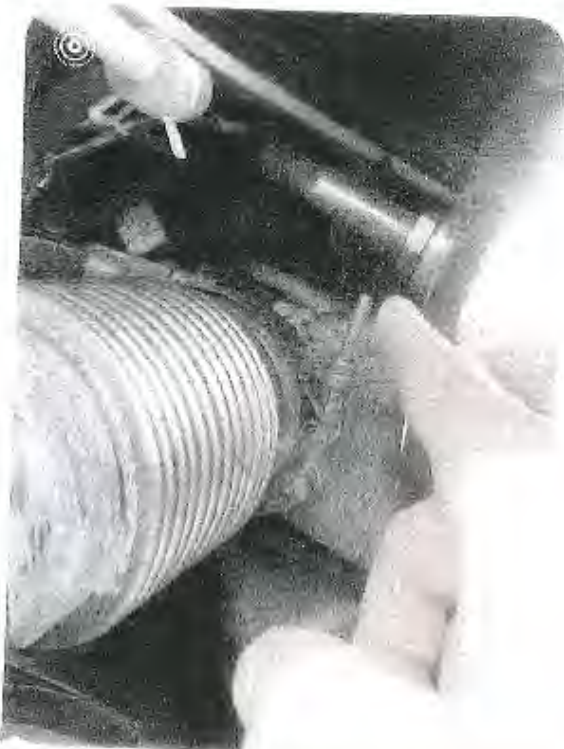
Make sure these are still
screwed into the
exhaust I've had a few
fall out there should be
2 close to each other in



3:47

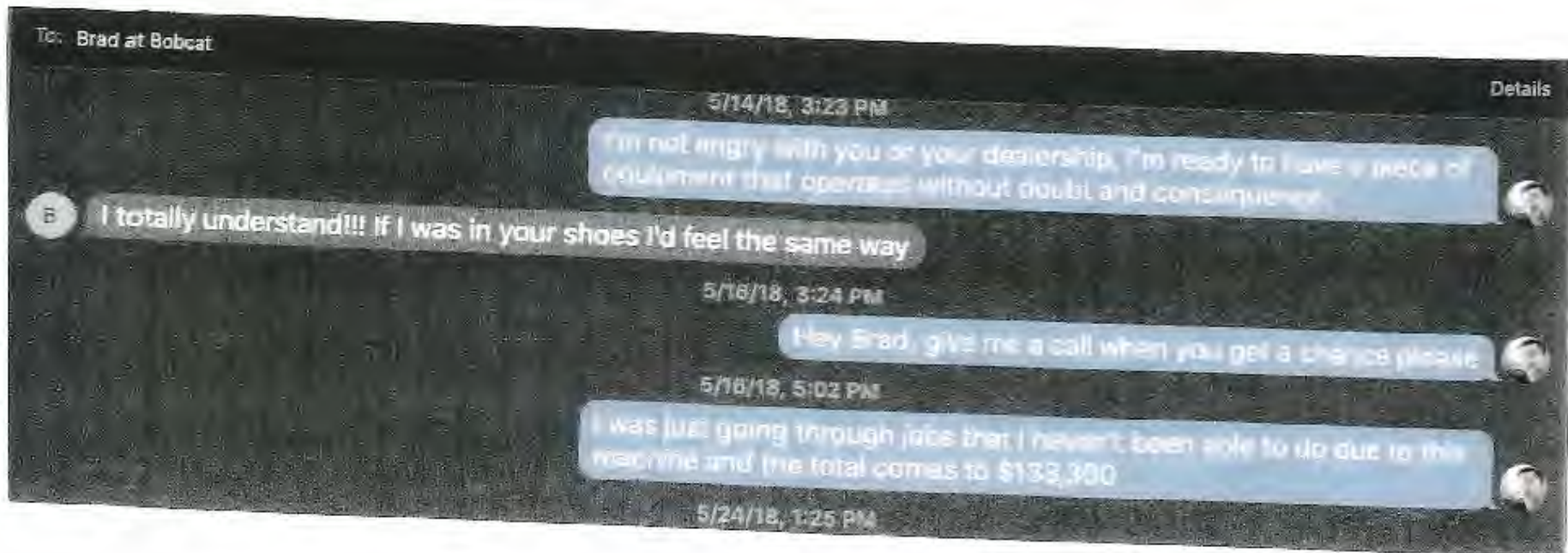
LTE

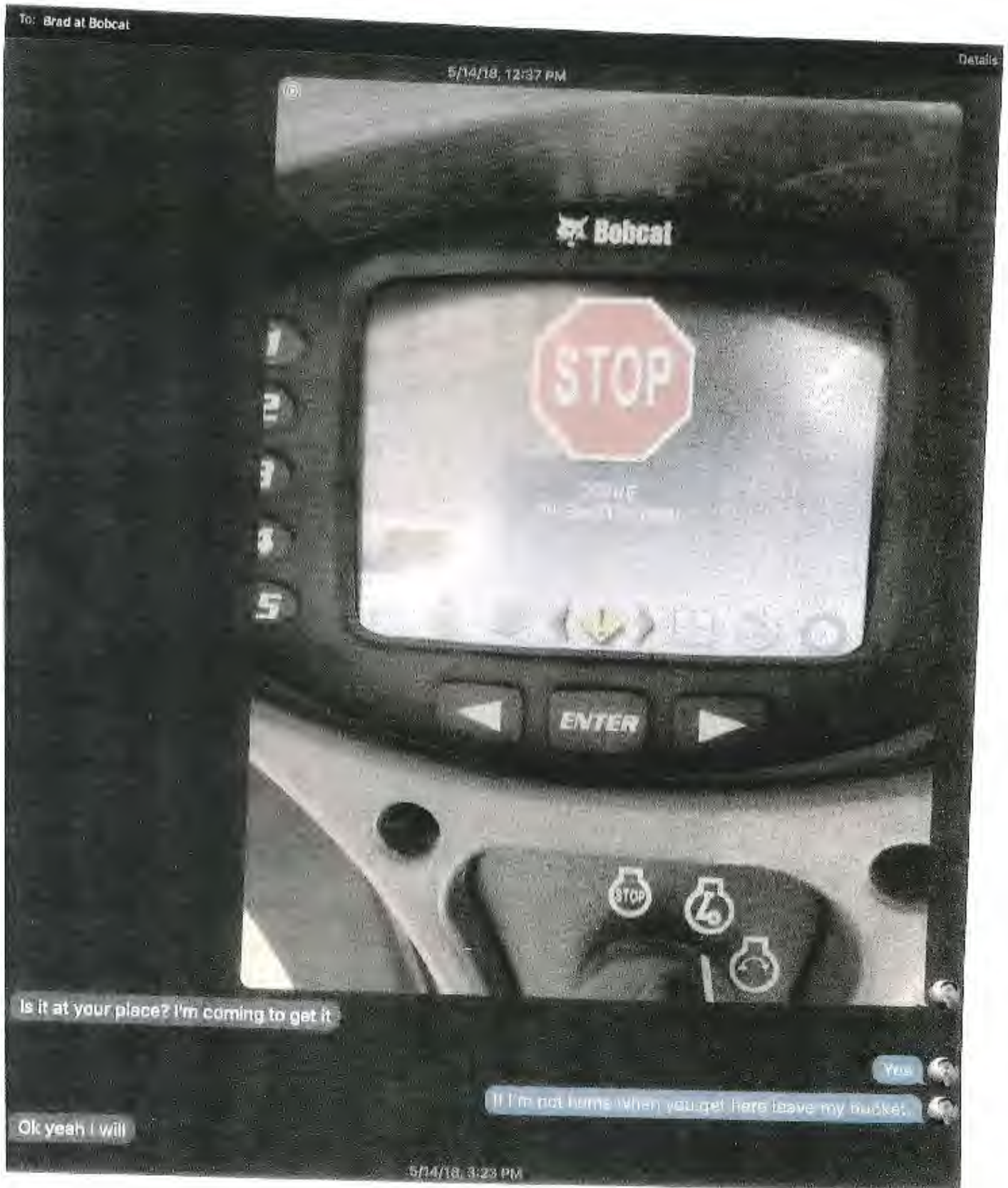
Daniel Hollingsworth @ Bobcat

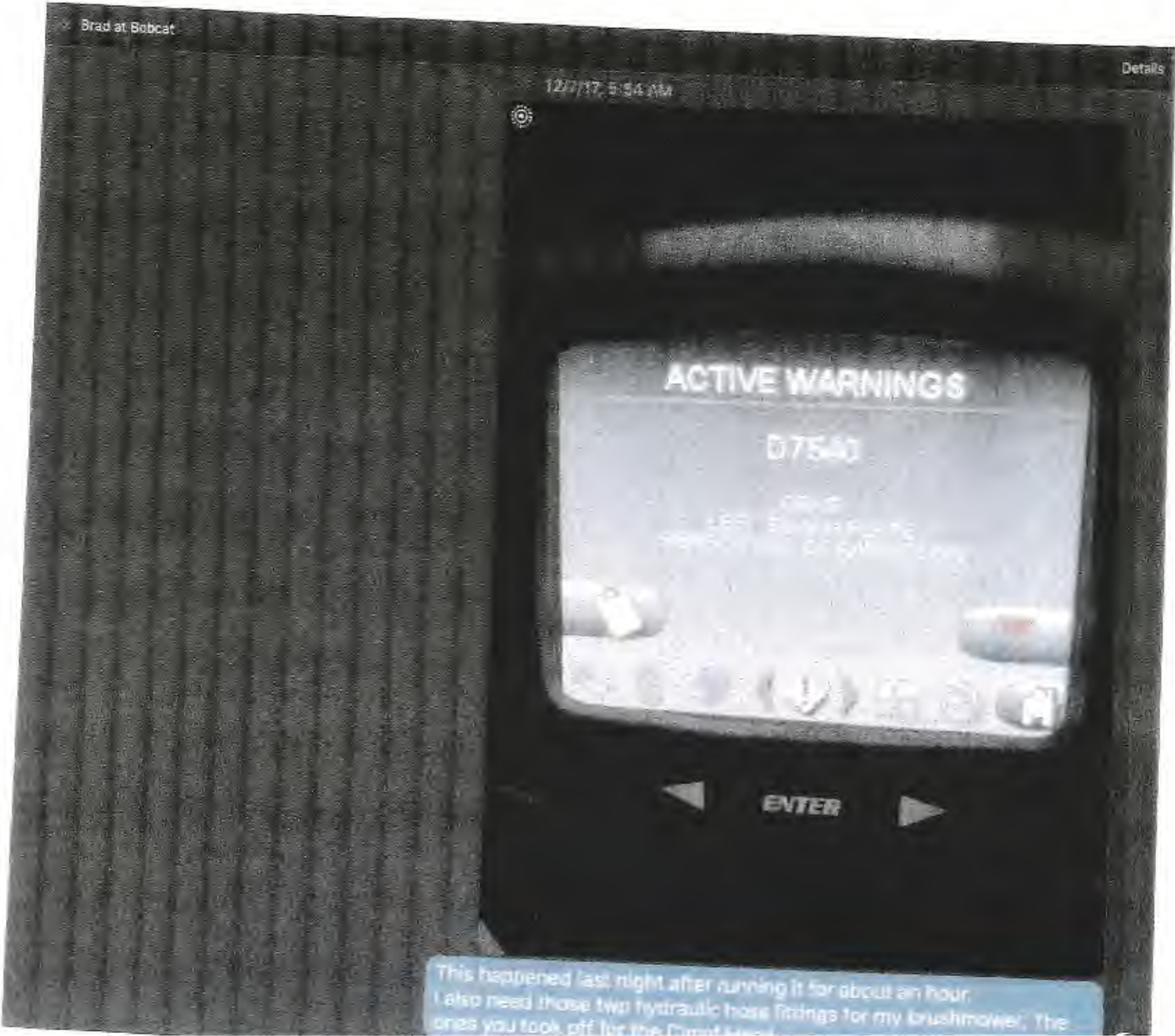


Ok,
Oddly we let it sit a few
hours and it's ran fine
the last hour.
This thing has a mind of
its own.

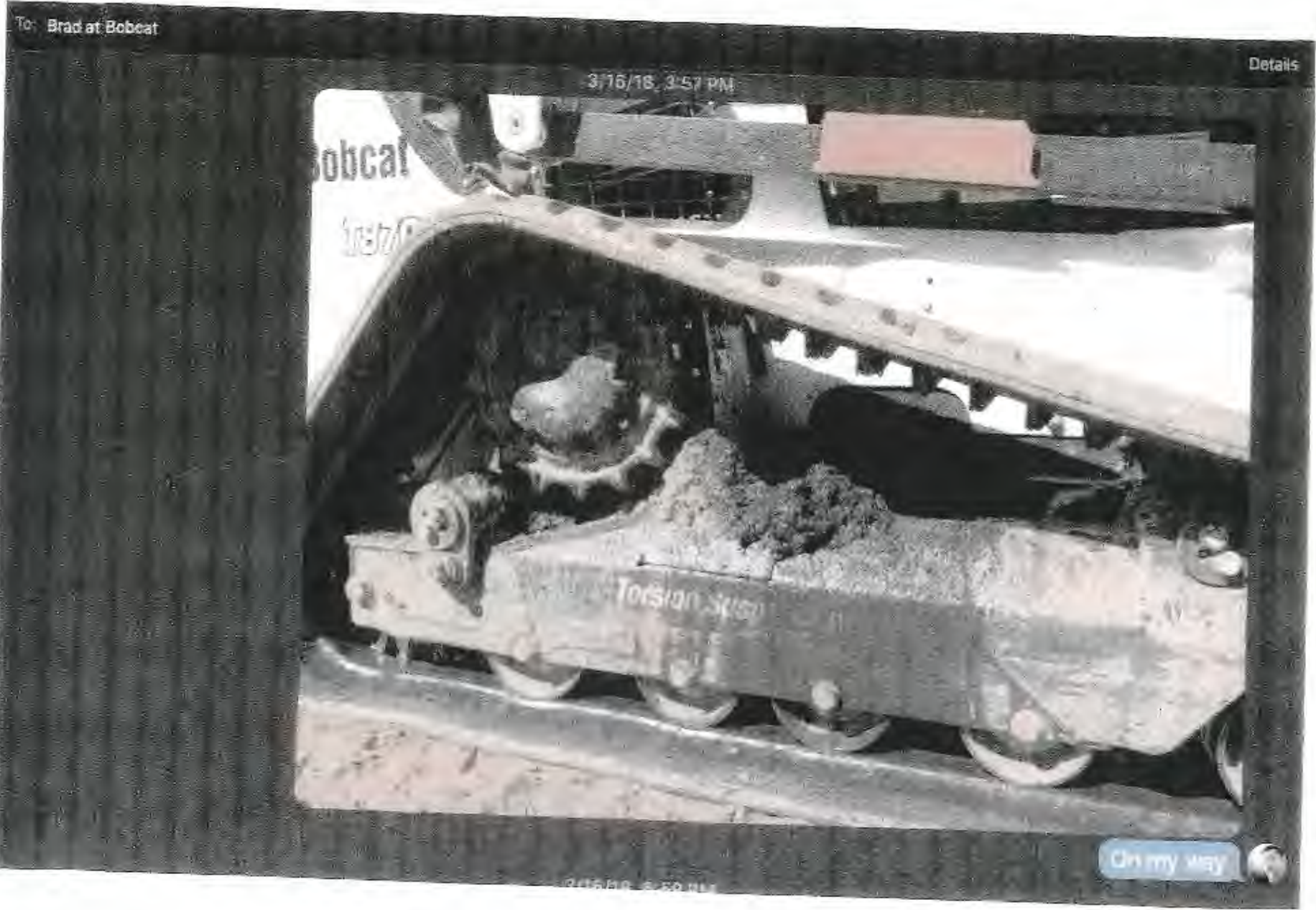








This happened last night after running it for about an hour. I also need those two hydraulic hose fittings for my brushmower, the ones you took off for the front loader.



To: Brad at Bobcat

Details

DENIS CIMAFA

Mario Pelletier
Senior technical support (after-sales)

473-2278-7300 (toll-free)
1-877-338-4545
m.pelletier@deniscimaf.com

DENIS CIMAFA INC.
211 rue Notre-Dame
Roxton Falls, QC
J0H 1E0

www.deniscimaf.com
Phone: 450-548-7007
Fax: 450-548-7008
www.youtube.com/deniscimafinc
www.facebook.com/deniscimafinc



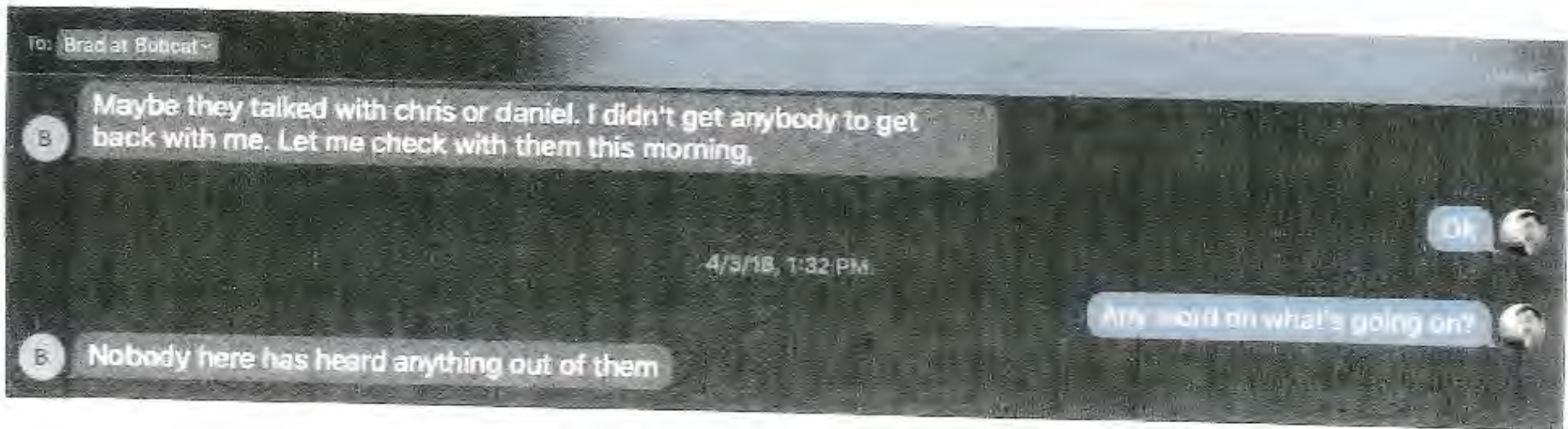
Any word from Denis Cimafa?

I have not heard a thing. I sent all the pictures and they said they appreciate it and would get back with me

3/28/18, 4:18 PM

3/3/18, 8:30 AM

Have you heard anything from Denis Cimafa?
Mario said they were at Bobcat and supposed to be collecting the
hydraulic motor



Received Time Aug 10 12:05PM

FAX: 864 885 1600

Aug. 9, 2018

To: Brandon McAlister

From: Ron Ferrell

Proposal: 06182018

Attached signed approval for
quote with a few comments. Hope
the mulcher stays operational.
Send more pic's as the work
progresses.

Really appreciated all your hard
work.

Ron Ferrell

(1)

Page 1 of 3

page 1

g 10 2018 11:25 HP Headplate Health Safe 7/05210374



Received 11/10/2018 12:05 PM

SIMLODON LLC

Quote #02012018

Description	Quantity	Unit Price	Cost
Forestry Mulching	1	\$ 2,400	\$ 2,400
Fallen tree and stump removal	1 loads	\$ 2,500	\$ 2,500
Gravel haul fee	18 loads	\$ 250	\$ 4,500
Gravel estimate per ton 2-3 inch Surge Stone based on 22 ton load.		\$ 12.35 a ton	\$ 4,890
Labor		\$ 2,160	\$ 2,160
Total			\$ 16,450

Accept Quote

Bon Ferrell

Date

8/9/18

* Remove all trees marked including stumps.
 Tops of trees to be mulched - remaining to be removed
 from property - Canopy tree limbs to 1/3 tree height

(2)

Page 2

Aug 11 2018 11:25 AM HP FAX/MAILS: Health, Simlodon LLC

Received Time Aug. 10 12:05PM

Project Outline

- * Forestry mulch underbrush to park like appearance.
- * Remove fallen tree from lake.
- * Remove all stumps cover holes with excess dirt and mulched material.
- * Haul and dispose of stumps and trees.
- * Haul gravel for driveway and turn around

PLB

3

Page 3

Aug 10 2018 11:25 HP Fax/Apple Health Street 7705210374



Quote

Prepared for: Jimmy Ratliff
Property: Old Porter Property
Prepared by: Brandon McAlister
June 28, 2018
Proposal Number: 06202018

Proposed Quilts:

- Forestry mulch underbrush around old home place and barns
- Forestry mulch approx 30 acres underbrush to property lines to thin pine stand
- Fill holes.
- Forestry mulch approx 6 miles of ATV trails
- Removal stumps.
- Haul and dispose of stumps.
- Haul gravel for driveway.

Quote #006282018

Description	Quantity	Unit Price	Cost
Forestry Mulching	150 hours	\$ 250	\$ 37,500
Stump removal	10 loads	\$ 250	\$ 2,500
Gravel haul fee	6 loads	\$ 250	\$ 1,500
Labor	40 @ \$250 hr	\$ 250	\$ 10,000
Total			\$ 51,500

Accepted Quote

Date

MCALISTER LAND CLEARING LLC. 864-888-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Jerry Edwards
Property: Edwards Printing
Prepared by: Brandon McAlister
June 22, 2018
Proposal Number : 06222018

Proposed Work:

- Forestry mulch underbrush to property lines.
- Remove pine trees as needed from island.
- Remove existing soil for and build 48 inch ramp for loading dock.
- Remove and haul approx 600 cubic yards of soil.
- Clear area on rear side of property for soil storage.
- Remove all stumps.
- Haul and dispose of stumps and trees.
- Haul gravel for driveway modification, island and new loading dock.
- Rent vibratory compactor to stabilize soil and gravel compaction for truck weight.

Quote #02012018

Description	Quantity	Unit Price	Cost
Forestry Mulching	1	\$ 2,400	\$ 2,400
Tree, stump and dirt removal / moving	26 loads	\$ 5,800	\$ 5,800
Gravel haul fee	12 loads	\$ 250	\$ 2,500
Labor		\$ 4,800	\$ 4,800
Vibratory Compactor Rental		\$ 1,770	\$ 1,770
Total			\$ 17,270

Accept Quote _____ Date _____



Quote

Prepared for: Kathy Jones

Property: 105 Dace Dr, Pickens Sc

Prepared by: Brandon McAlister

April 16, 2018

Proposal Number : 04162018

Project Outline

- Forestry mulch underbrush in front and rear yard.
- Correct drainage and issues
- Prep soil for grass
- Lay sod in front yard and hydroseed rear yard.

Quote #02012018

Description	Quantity	Unit Price	Cost
Forestry Mulching	8 hours	\$ 300	\$ 2,400
Grading	8 hours	\$ 250	\$ 2,000
4 loads of top soil	4	\$ 650	\$ 2,600
Prep and Labor	36	\$ 250	\$ 9,000
Sod and Hydroseed	25,000 sqft	\$ 14,000	\$ 14,000
Total			\$ 30,000

Accepted Quote

Date

MCALISTER LAND CLEARING LLC 864-982-7479 WLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Jenny Ballif

Property: 15 acre adjacent to home

Prepared by: Brandon McAlister

February 21, 2018

Proposal Number : 02212018

Project Outline

- Forestry mulch underbrush to property lines to thin pine stand.

Quote #02012018

Description	Quantity	Unit Price	Cost
Forestry Mulching	80 hours	\$ 250	\$ 20,000
Total			\$ 20,000

Accept Quota

Date

2/24/18

MCALISTER LAND CLEARING LLC. 864-888-7479 MLANDMANAGEMENT@GMAIL.COM



Quote

Prepared for: Greg Gooding
Property: Plumbing by Greg parking area
Prepared by: Brandon McAlister
February 19, 2018
Proposal Number : 026192018

Proposed Work:

- Forestry mulch underbrush to property lines.
- Remove pine trees and stumps near property line.
- Remove and haul approx 800 cubic yards of soil.
- Remove all stumps.
- Haul and dispose of stumps and trees.
- Haul gravel for driveway modification.
- Rent vibratory compactor to stabilize soil and gravel compaction for truck weight.
- Grade pad for dumpster.

Quote #02012018

Description	Quantity	Unit Price	Cost
Forestry Mulching	1	\$ 2,400	\$ 2,400
Tree, stump and dirt removal / moving	6 loads	\$ 1,500	\$ 1,500
Gravel haul fee	12 loads	\$ 250	\$ 3,000
Labor	@ \$250/hr	\$ 10,000	\$ 10,000
Vibratory Compactor Rental		\$ 1,770	\$ 1,770
Total			\$ 18,670

Accept Quote: _____ Date: _____



Project Proposal

Prepared for: Lake Keowee Ford

Prepared by: Brandon McAlister / Simlodon LLC

Wednesday, January 24, 2018

Proposal number: 01272018-4

Create parking area for 40-50 vehicles on approx. 0.332 acres at the corner of Schoon Dr and Professional Park Dr.

Obtain as much usable area as possible.

Use forestry mulcher to neutralize undergrowth. Light grading to maximize usable space. Use existing rock and rubble on premises to construct retaining wall separating area previously cleared into a dual level parking lot. Direct water flow to existing ditch located on back of property.

Clean property of existing under growth and small trees by means of mulching and stump grinding.
 Cut and dispose of all trees located on the property and upper existing parking area.
 Grade land from Schoon Dr down to Professional Park Dr to obtain proper drainage to existing drainage ditches.
 Haul away any debris and dispose.
 Use existing rock and concrete debris on property to construct a retaining wall from existing upper parking area.
 Spray herbicide on mulched grounds, reapply as needed for 6 months to treat any regrowth.

COST

Description	Hours	Unit Price	Cost
Clearing with forestry mulcher	8	\$ 285	\$ 2,280
Cutting pine, oaks, disposal and stump grinding	14	\$ 335	\$ 4,690
Grading and rock placement for retaining wall	8	\$ 250	\$ 2,000
Fill dirt	6	\$ 250	\$ 1,500
Gravel	21	\$ 380	\$ 8,500
Total			\$ 18,970

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
 Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
	)	
Plaintiff,	)	
	)	
vs.	)	<u>NOTICE OF PLAINTIFF'S</u>
	)	<u>NONCOMPLIANCE WITH THE</u>
Bobcat of Greenville, LLC and Bobcat	)	<u>COURT'S 10/1/19 ORDER</u>
Company, Inc.,	)	<u>AND</u>
	)	<u>REQUEST FOR DISMISSAL</u>
Defendants.	)	
	)	

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") respectfully submits this Notice of Plaintiff's Noncompliance with the Court's October 1, 2019 Order.

The October 1, 2019 Order¹ stated that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests with (10) days. In an email to the Court, Plaintiff's counsel consented to the language of the Order before it was filed. See Exhibit A attached hereto. Nevertheless, Plaintiff completely failed to comply with the Order.

One day after the Order was entered, the undersigned counsel received by FedEx a packet of documents containing only photocopies of the same documents previously produced on April 2, 2019 in response to co-defendant Bobcat of Greenville, LLC's discovery requests, even

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

including the original certificate of service on co-defendant's counsel from April 2, 2019. No other documents or information have been produced.

As of the date of this Notice, fifteen days have passed since Plaintiff's counsel received the October 1, 2019 Order. **Plaintiff has not produced a single document** in response to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order.

Plaintiff has not complied with the express terms of the Court's October 1, 2019 Order. Therefore, CEC respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that CEC be awarded its fees and costs incurred in pursuing this dismissal.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson

Jay T. Thompson

SC Bar No. 75030

E-Mail: jay.thompson@nelsonmullins.com

Scott D. MacLatchie

SC Bar No. 103067

E-Mail: scott.maclatchie@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

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

Columbia, South Carolina

October 18, 2019

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, October 1, 2019 2:25 PM
To: Jay Thompson
Cc: Denise West; Doc Morgan; emillerlc@sccourts.org; emillersc@sccourts.org; robert.mebane@mgclaw.com
Subject: Re: Proposed Order - Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc. - C/A No. 2018-CP-23-04516

The proposal is fine with me.

Delane

On Tue, Oct 1, 2019 at 12:20 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

Judge Miller,

Please find attached a proposed order as requested in this morning's hearing. A copy has been provided to Plaintiff's counsel, and counsel for all parties are copied on this email.

Thank you,

Jay Thompson

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



JAY T. THOMPSON PARTNER

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

1120 MAIN STREET | COLUMBIA, SC 29201

T 803.255.9300 F 803.255.5187

NELSONMULLINS.COM [WARD](#) [VIEW](#) [BID](#)

ELECTRONICALLY FILED - 2019 Oct 18 10:21 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

The Honorable Edward W. Miller
Presiding Judge

Greenville, South Carolina

October ____, 2019



Greenville Common Pleas

Case Caption: Iron Works Productions Llc vs. Bobcat Of Greenville LLC ,
defendant, et al
Case Number: 2018CP2304516
Type: Order/Other

So Ordered

s/ Edward W. Miller

Electronically signed on 2019-10-25 14:51:30 page 3 of 3

ELECTRONICALLY FILED 2019 OCT 25 AM 4:51 PM BY ERM/ENH/HCD/MOM/PO/SL EAS/SE/AS/SE/2018092304516

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	C.A. No. 2018-CT-23-04516
Ironwork Productions, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	MOTION TO RECONSIDER, AMEND,
	)	OR ALTER JUDGMENT
Bobcat of Greenville, LLC and Bobcat	)	
Company, Inc.,	)	
	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE THAT the plaintiff, Ironwork Productions, LLC ("plaintiff"), by and through its undersigned attorneys, will move at a date and time to be set by the court for an order relieving the plaintiff from, or reconsidering, altering, amending, or vacating, its order entered on October 25, 2019 pursuant to Rules 59 and 60 of the *South Carolina Rules of Civil Procedure*. This motion is based on the following grounds:

1. Ironwork Productions, LLC is a company organized under the laws of the State of South Carolina and filed the instant lawsuit for breach of express and implied warranties against Defendants Bobcat of Greenville, LLC and Bobcat Company, Inc. ("Defendants") in 2018.
2. On October 25, 2019, the Court entered an Order Dismissing Plaintiff's Complaint with Prejudice due to its failure to respond to certain discovery requests from defendant Bobcat Company, Inc.
3. As shown by the affidavit of Brandon McAlister, president of the plaintiff, the plaintiff's failure to timely respond to discovery was not due to any fault of the plaintiff. Upon learning that his previous counsel failed to respond to discovery requests and of the court's order, the plaintiff has quickly moved to seek relief from the court's order and, if permitted to proceed

with its case, will promptly and diligently comply with the court's order compelling discovery responses. A copy of Mr. McAllister's affidavit is attached as **Exhibit A**.

This motion is based on the pleadings and other filings in this matter, on the common and statutory law of the State of South Carolina, and upon any forthcoming memorandum in support of this motion.

s/Adam C. Bach
Adam C. Bach, S.C. Bar # 74885
J. Patrick Bradley, S.C. Bar # 103608
EJLRR TONNSEN BACH, LLC
1306 S. Church Street
Greenville, SC 29605
P: (864) 236-5013
F: (864) 312-4191
abach@etblawfirm.com
pbradley@etblawfirm.com

Attorneys for Plaintiff Ironwork Productions, LLC

November 1, 2019

Greenville, South Carolina

Exhibit A

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Ironwork Productions, LLC,

Plaintiff,

vs.

Robcat of Greenville, LLC and Robcat
Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C. A. No. 2018-CP-23-04516

AFFIDAVIT OF BRANDON MCALISTER

PERSONALLY APPEARED BEFORE ME, BRANDON MCALISTER, who being duly sworn, swears and states as follows:

1. I am over the age of 18 and have personal knowledge of the facts stated in this affidavit.
2. My date of birth is June 28, 1971, and I reside at 920 Singleton Road, Seneca, S.C. 29672.
3. I am the President of Ironwork Productions, LLC, a party to this lawsuit.
4. In 2018, I retained attorney B. Delane Rosemond Esquire to file this lawsuit, paying him a \$5,000.00 retainer fee.
5. After paying Mr. Rosemond the retainer fee, I attempted on several occasions to communicate with him, and seek communication from him regarding the status of the litigation.
6. Eventually, Mr. Rosemond forwarded me, via email, Defendants' discovery requests and asked me to supply responsive information.

7. I delivered Mr. Rosemond my answers to each interrogatory as well as provided Mr. Rosemond various documents responsive for each request for production from Defendants.

8. Mr. Rosemond never informed me that he did not respond to the Defendants' discovery requests, that Defendants sent a deficiency letter, that Defendants filed a Motion to Compel the discovery responses, that the court held a hearing on the matter on October 1, 2019, nor that the court issued an order requiring a response within ten (10) days of the hearing.

9. While all of this was going on without my knowledge, I became frustrated with the lack of communication from Mr. Rosemond about my case in general, so I contacted the Eller Tonnson Bach law firm, located at 1306 South Church Street, Greenville, SC 29605, on Thursday October 31, 2019 by telephone to seek representation in the above-captioned matter.

10. Upon contacting Eller Tonnson Bach to seek representation, I was notified by office staff that the public index showed that the court had issued an order dismissing the complaint with prejudice on October 25, 2019.

11. I was unaware of the order and all of the underlying events referenced in the order.

12. Upon learning about the court's October 25, 2019 order, I immediately retained the Eller Tonnson Bach law firm in this matter. I drove from Seneca, South Carolina to downtown Greenville, South Carolina the same day to meet with attorneys at the firm, paid a retainer fee, signed an engagement letter, and agreed that a motion for reconsideration be filed on my behalf regarding the court's dismissal of the complaint with prejudice.

13. I acknowledge that I am making this affidavit under oath and under penalty of perjury.

FURTHER THE AFFIANT SAYS TO WIT:


Brandon McAllister

ELECTRONICALLY FILED - 2019 Nov 04 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

SWORN to before me this
31st day of October, 2019

Amy M. Price

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: *11-8-2021*



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
<u>COUNTY OF GREENVILLE</u>	)	CASE NO.: 2018-CP-23-4516
	)	
Ironwork Productions, LLC,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF’S
vs.	)	MOTION FOR RECONSIDERATION
	)	
Bobcat of Greenville, LLC and Bobcat	)	
Company, Inc.	)	
	)	
Defendants.	)	

TO: The Honorable Edward W. Miller and Defendants, Bobcat of Greenville, LLC and Bobcat Company, Inc., through their attorneys, Jay Thompson and Doc Morgan, respectively:

PLEASE TAKE NOTICE that Plaintiff Ironwork Productions, by and through its undersigned attorney, pursuant to Rule 59(e) and Rule 60 of the South Carolina Rules of Civil Procedure, will move before the Honorable Edward W. Miller, as soon as counsel may be heard, for an Order reconsidering and/or vacating the Court's Order Dismissing Plaintiff's Complaint with Prejudice entered October 25, 2019. The Plaintiff received the Order on October 31, 2019.

BACKGROUND

On October 1, 2019, a Motion for Sanctions and to Compel Discovery was held before Judge Edward W. Miller in the above reference matter. The court issued an order on October 1, 2019, stating “that Plaintiff’s Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding request set forth in Defendant Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff’s Complaint as “Bobcat Company, Inc.”) (hereinafter “CEC”) May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests within ten (10) days.

other counsel to prosecute this action. In this situation, it is unfair to the Plaintiff to terminate this case when they have time left on the statute, has provided the documents to their counsel in response to discovery, and in its opinion has done nothing wrong in this matter. The Court should have not dismissed this case with prejudice because of the harshness of that ruling, especially given the fact there is in excess of a year left of the statute of limitation and the unfairness to the Plaintiff.

Although Rule 37 (b)(2)(C) of the South Carolina Rules of Civil Procedure says (“If a party . . . fails to obey an order to provide or permit discovery, . . . the court in which the action is pending may make such orders in regard to the failure as are just,” including “an order . . . dismissing the action or proceeding or any part thereof.”): *Karppi v. Greenville Terrazo Co.*, 327, S.C. 538, 543, 489 S.E.2d 679, 682 (Ct. App. 1997).

The Plaintiff is not disputing the Courts power to dismiss such an action, but to do so in a manner which precludes any further action by the plaintiff, is seemingly unjust and is not equitable. It places a prophylactic shield around the defendants in a time when they can still be sued. Finally, there are other avenues available which would allow for said case to continue or be refiled.

III. A PARTY MAY BE RELIEVED DUE TO MISTAKE,

INADVERTENCE, SURPRISE OR EXECUSABLE NEGLECT

Under Rule 60(b)(1), SCRCF, a party may be relieved from a final order for “mistake, inadvertence, surprise, or excusable neglect. In determining whether to grant a motion under Rule 60(b), the trial judge should consider: (1) the promptness with which relief sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party. *New Hampshire Ins. Co. v. Bev Corp.*,

312 S. C. 47, 50, 435 S.E.2d 377, 379 (Ct. App. 1993) (quoting Harry M. Lightsey & James F. Flanagan, *South Carolina Civil Procedure* 82 (1985)). Plaintiff should be relieved because of mistake, inadvertence or excusable neglect.

Applying the factors to the facts at hand demonstrates that the Order of dismissal should be set aside and the Plaintiff should be allowed to proceed on the merits or vacate the with prejudice and let the Plaintiff move forward with new counsel and a new action because the statute of limitation has not run. As an initial matter, it's important to note the Plaintiff sent out the discovery answers on October 1, 2019, which was the same day the motion and hearing took place, as well as the Order issued. Plaintiff did not waste anytime trying to comply with the Order, which is indicative of being cooperative and responsive

To be forthright, Plaintiff staff apparently sent out old answers to interrogatories because Counsel can see where someone struck through the date on the prepared Interrogatories. The staff must have got confused as to which Answers to send out. On that day, counsel was in a merit hearing in Oconee when the staff gathered the material and sent it out. Further, these old answers, which were sent out was inadvertent. They were not supposed to be sent out and in the staff haste to comply, inadvertently sent out the wrong answers. Finally, Plaintiff asks the Court to consider this as excusable neglect for the very same reasons as mentioned above. However, Counsel ask the Court to not punish the Plaintiff for this ill-advised action.

Promptness with Relief Sought: Once the Plaintiff became aware of the Order by the Court on October 1, 2019, Plaintiff sent the information to CES. He didn't waste any time. He instructed his staff to send that information immediately. As with this motion for reconsideration, once he became aware, through the Plaintiff who was visibly upset, he began immediately drafting this motion for reconsideration. Plaintiff did not willfully

Electronics Engineering and Technology Department, Faculty of Engineering, Mansoura University, Mansoura, Egypt. E-mail: elshorbagy@mansoura.edu.eg

October 31, 2019

THE ROSEMOND LAW FIRM, P.A.

Attorney for the Plaintiff

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

Ironwork Productions, LLC,)
) TRANSCRIPT OF RECORD
Plaintiff,) 2018-CP-23-04516
-vs-)
)
Bobcat of Greenville, LLC)
and Bobcat Company,)
) October 1, 2019
Defendants.) Greenville, South Carolina

B E F O R E:

HONORABLE EDWARD W. MILLER, JUDGE

A P P E A R A N C E S:

JAY T. THOMPSON, ESQUIRE
Attorney for the Defendant

Margaret A. Woods
Circuit Court Reporter

1 THE COURT: Ironworks?

2 MR. THOMPSON: Yes, Your Honor, good mornin'.

3 THE COURT: How you doin', ---

4 MR. THOMPSON: Uh, ---

5 THE COURT: --- Jay?

6 MR. THOMPSON: --- I'm Jay Thompson for the defendant
7 Clark Equipment Company which is incorrectly named in the
8 pleadings, Bobcat Company, Inc., there is no Bobcat Company,
9 Inc., it's just a misnomer. This ---

10 THE COURT: No, ---

11 MR. THOMPSON: --- is my motion.

12 THE COURT: What, and what's your motion?

13 MR. THOMPSON: Uh, this is a discovery motion, Your
14 Honor, we have, uh, captioned it intentionally, I think it
15 needs explanation as a motion for sanctions first and the
16 motion to compel discovery second. Uh, my apologies, I I've
17 been in touch ---

18 THE COURT: Don't know ---

19 MR. THOMPSON: --- with ---

20 THE COURT: --- where he is?

21 MR. THOMPSON: --- opposing counsel as recently as
22 yesterday, uh, about today's hearing, I have not communicated
23 with him today, I do not know, Your Honor.

24 THE COURT: It's Delane Rosemond, Ginger, you got ---

25 THE CLERK: No, sir.

1 MR. THOMPSON: We did email about it yesterday.

2 THE COURT: Well, what i -- just give me a real brief
3 synopsis a what it is you're lookin' for.

4 MR. THOMPSON: Sure, uh, and if Your Honor would like
5 I'll flush it out as much or as little as you like but very
6 briefly, um, case has been pending for thirteen months and
7 it's been a discovery fiasco throughout, every time we've
8 served discovery we get nothing, that's what I'm here about
9 again today. We served written discovery request in mid-May
10 as well as a deficiency letter about the prior set of
11 discovery requests that also had a motion to compel sent at
12 the same time, that was four and a half months ago and I've
13 got nothing, no responses, no objections, um, I do have a
14 couple of emails here and they're saying they're going out
15 today but I've got nothing, obviously absolutely nothing, I
16 can't take depositions because I've got nothing. The the case
17 is on a status conference roster in three and a half weeks, I
18 can't do anything in this case with I'm getting nothing ---

19 THE COURT: Okay.

20 MR. THOMPSON: --- and I can flush that out as much as
21 Your Honor would like.

22 THE COURT: Alright, uh, and what sanctions you askin'
23 for, dismissal?

24 MR. THOMPSON: Yes, Your Honor.

25 THE COURT: What else, I mean, I -- tell me, uh, ---

1 MR. THOMPSON: Your Honor, at a minimum I think we're
2 entitled to fees and costs for having to pursue this, uh, our
3 motion asks for dismissal of the lawsuit, if the Court doesn't
4 wanna go that far then I believe we should be entitled that
5 the plaintiff is barred from offering any evidence or
6 examining any witnesses at trial about any a things that they
7 have not provided discovery responses ---

8 THE COURT: What do they, ---

9 MR. THOMPSON: --- on.

10 THE COURT: --- puts the claim in the lawsuit, what do
11 they ---

12 MR. THOMPSON: So, uh, my my company is the owner of
13 Bobcat Construction Equipment so your skid steers and that
14 sorta thing, that that's what we make, um, it's basically a
15 business interruption claim, the plaintiff bought a compact
16 track loader from us, claims that he had repeat problems with
17 it, you know, of course we dispute all of that, uh, and he's
18 claiming lost profits, et cetera for his alleged inability to
19 use the track loader in his business.

20 THE COURT: What happened with the prior ---

21 MR. THOMPSON: The prior motion to compel?

22 THE COURT: Yeah.

23 MR. THOMPSON: We, uh, ---

24 THE COURT: I don't see it in here.

25 MR. THOMPSON: Well, it did not go to hearing. At 9:55

1 p.m. on the night before the hearing was scheduled I received
2 responses by email and so we agreed based on receiving that
3 that we didn't need to have the hearing, ---

4 THE COURT: Okay.

5 MR. THOMPSON: --- uh, we then, you know, within a few
6 days reviewed the responses and said, What in the world, this
7 is not even close to what we asked for so we ended up having
8 to send that deficiency letter a few weeks later ---

9 THE COURT: Okay.

10 MR. THOMPSON: --- and now that's rolled back into this
11 motion again.

12 THE COURT: Alright, well for the record I'll note that
13 the hearing was set at 10:30, it's now 10:40, there's no
14 representative from the defendant -- from the plaintiff here,
15 uh, so I'm gonna grant your motion to compel and, uh, it's
16 not, discovery's not fully complied with within, uh, ten days
17 of the date a the Order we'll just, we'll dismiss the answer,
18 okay.

19 MR. THOMPSON: The the answer ---

20 THE COURT: I mean the plai -- I mean the complaint.

21 MR. THOMPSON: Thank you, Your Honor.

22 THE COURT: Alright.

23 MR. THOMPSON: Uh, within ten days of ---

24 THE COURT: Of receipt, of his receipt of the Order so
25 prepare a quick Order or prepare an Order, submit it and, uh,

1 send it to him and, uh, before I see it but then send it to me
2 and we'll -- okay?

3 MR. THOMPSON: Thank ---

4 THE COURT: Alright, ---

5 MR. THOMPSON: --- you, Your Honor.

6 THE COURT: --- sounds good.

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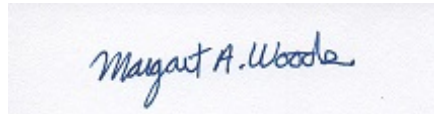
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CERTIFICATE OF REPORTER

I, Margaret A. Woods, Court Reporter in and for the State of South Carolina at Large, hereby certify that I reported the preceding case on October 1, 2019 at the time and place heretofore set forth; and that the foregoing pages numbered from 2 through 6, inclusive, constitute a true and accurate transcription of my stenographic notes of the said proceeding.

I further certify that I am neither attorney nor counsel for, nor related to or employed by any of the parties connected to the action, nor am I financially interested in the action.

January 25, 2022

A rectangular box containing a handwritten signature in blue ink that reads "Margaret A. Woods".

Margaret A. Woods, Court Reporter
in and for the State of South Carolina at Large.

1 State of South Carolina) Court of Common Pleas
2 County of Greenville) 13th Judicial Circuit

3

4 Ironwork Productions, LLC,) Transcript of Record
5)
6 Plaintiff,) 2018-CP-23-04516

7

vs.)

8

Bobcat of Greenville, LLC,)
8 and Bobcat Company, Inc.,)
9 Defendants.)

10

11

November 16, 2021
Greenville, South Carolina

12

B E F O R E:

13

The Honorable Edward W. Miller, Judge

14

15 A P P E A R A N C E S:

16

Adam C. Bach, Esquire
On behalf of Ironwork Productions, LLC

17

Robert L. Mebane, Jr., Esquire
On behalf of Bobcat of Greenville, LLC

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Jay T. Thompson, Esquire
On behalf of Clark Equipment Company,
d/b/a Bobcat Company

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Reported by: Stacy S. Johnson, RPR
Circuit Court Reporter

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Certificate of Reporter

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E X H I B I T S

NO EXHIBITS WERE INTRODUCED

1 (The following proceedings were held November 16,
2 2021, beginning at 1:12 PM.)

3 BAILIFF: All rise. Court's now in session. The
4 Honorable Judge Edward W. Miller presiding.

5 THE COURT: Thanks. Please be seated.

6 Is everybody here?

7 MR. BACH: We're missing Mr. Rosemond, but other
8 than -- other than him, yes, sir.

9 THE COURT: Is he essential to the --

10 MR. BACH: Your Honor, he -- he filed a motion to
11 reconsider. I mean, he's still technically counsel of
12 record for the plaintiff. You know, we're co-counsel.
13 I have a motion and he has a motion, so.

14 I assumed he'd be here, but obviously it's 1:15 and
15 he's not. I guess if you refamiliarize yourself with
16 this, it's not the first time, so, he hasn't appeared
17 for a hearing.

18 THE COURT: Did he get notice?

19 MR. BACH: Well, I mean, I -- I assume it went out
20 electronically, but it's his motion, so I would assume
21 that...

22 THE CLERK: It went out on the 26th by e-mail.

23 THE COURT: Well, first off, my office didn't know
24 that -- for some reason didn't know the motion was filed,
25 so that's what the delay is all about. I apologize to

1 everybody about that.

2 My -- anyway, what -- what do y'all want to tell me?

3 MR. BACH: Your Honor -- and also Mr. Thompson
4 pointed out in his motion that it doesn't appear that
5 the -- the motion was sent to your office, and -- and I
6 owe you an apology for that. I had everyone in my office
7 check all their e-mail. We do it as a matter of routine.
8 I'm certainly familiar with the rule. I -- you know, I
9 can't believe it didn't go, but we can't find any record
10 that it did, and so I apologize to you for that.

11 THE COURT: Well, we wouldn't -- I mean, I'm not
12 casting blame. I'm apologetic it's taken this long for
13 it to surface.

14 MR. BACH: Well, Your Honor, the original order
15 from October 1, 2019, demanded two things. The plaintiff
16 had failed to respond to Bobcat, Inc., which is actually
17 Bobcat Company, Inc., which is actually Clark Equipment
18 Company, CEC, had failed to respond to their second set
19 of discovery and a deficiency letter, both served on
20 May 16, 2019.

21 There was a hearing held on October 1, 2019,
22 regarding CEC's motion to compel. From my review, it
23 was -- it was plaintiff's previous attorney, Mr. Rosemond
24 -- or still current but not present attorney Mr. Rosemond,
25 who was -- who was retained at that time. I believe he

1 didn't appear on October 1st. An order was entered
2 ordering the -- the plaintiff to comply with the -- CEC's
3 motion to compel within ten days. That was not done.
4 Or according to the plaintiff's attorney, Mr. Rosemond,
5 he sent some documents out that same day on October 1st
6 and he inadvertently sent the same other materials that
7 had previously been sent and not addressing the
8 deficiencies for the second discovery request. That
9 fact was made known to him by notice of compliance filed
10 by CEC -- notice of noncompliance filed by CEC. The
11 notice of noncompliance was filed on October 24th. The
12 case was dismissed on October 25th.

13 The plaintiff's owner was in my office on
14 October 31st to -- because he was upset that he had not
15 heard from his counsel, Mr. Rosemond, about really
16 anything in several months. He had met -- he informed
17 us, as he said in his affidavit, that he had met with
18 his counsel in the summer, which is in -- in harmony
19 with the timeline as laid out by CEC, that he met with
20 his counsel in the summer of 2019 to -- to go over the
21 additional materials. He provided him with additional
22 materials. He says he provided him with written
23 discovery requests or responses to the additional
24 discovery requests and he had heard nothing since that
25 time. He called our office around October 25th, 26th.

1 We saw the order, told him the case had been dismissed.
2 He came to our office with the earliest possible
3 appointment retaining our law firm.

4 At that time, Your Honor, I did not have any
5 information about what had gone before about
6 Mr. Rosemond's position other than what was contained
7 in CEC's filings and so we did the best we could to
8 prepare an affidavit and got it filed immediately
9 explaining that my client, Brandon McAlister, had no
10 notice of any of this, he had no idea that his -- that
11 his discovery responses were deficient, that he had any
12 that were delinquent, that there was a hearing on
13 October 1st, or that his case had been dismissed.

14 Your Honor, as the Court's well aware, a sanction
15 for dismissal is too severe if there's no evidence of
16 intentional misconduct. Our Supreme Court stated that
17 in Orlando versus Boyd, 320 S.C. 509. The sanction
18 should be aimed at the specific misconduct and whenever
19 sanction is imposed it should be to preserve the
20 integrity of discovery.

21 In cases where this Court or our Supreme Court has
22 affirmed dismissals as a sanction generally has involved
23 repetitive misconduct of which the parties are aware.
24 For example, in Barnette versus Adams Brothers Logging,
25 the court noted that there had been monthslong

1 machinations and invidious manipulations of the
2 discovery process by the time the case was dismissed.

3 In Griffin Grading versus Tire Service Corp., the
4 Court noted that Griffin had not been able to take a
5 30(b)(6) deposition for over two years, had never
6 provided meaningful answers to its interrogatories
7 despite filing six different motions to compel and
8 four different court orders ordering that Tire Service
9 comply with discovery.

10 I, frankly, am not in a position to argue about
11 what went on before your October 1st order because I
12 wasn't a part of it and I'm -- all I have to go on
13 since my client was not in the loop either is what
14 Mr. Rosemond has filed and what CEC has filed.

15 I will just note, however, that the order itself
16 commands compliance with two pieces of discovery that
17 were from May of 2019 I don't think it's fair necessarily
18 to address because they're not the subject of the order,
19 what happened before that, and those two things are
20 fairly basic types of discovery fights that litigants
21 have all of the time; that they were -- they were four
22 months old as of October 1st, not months and months.
23 They weren't the subject of repetitive motions or repeat
24 orders.

25 And so, Your Honor, we would just ask that in lieu

1 of or to reconsider the motion to dismiss with prejudice
2 and instead impose an immediate sanction, for example,
3 paying Mr. Thompson's attorneys fees and costs. We
4 certainly understand the Court's frustration. We're not
5 disputing the procedural history, but we would also --
6 we would also just note that the timing of the orders
7 with the notice of noncompliance did not give the
8 plaintiff or his attorney a meaningful opportunity to
9 respond.

10 Essentially, Mr. Thompson became judge and jury
11 by the October 1st order saying if a notice of
12 noncompliance is filed the case is gonna be dismissed.
13 He was not given an opportunity to -- you know, to even
14 stand up and say well, hey, we made a -- my office made
15 a mistake, we sent the wrong discovery request, which
16 is what he put in his motion, I'm not vouching for
17 that, that's just what he said, but he wasn't given a
18 meaningful opportunity to respond to that notice of
19 noncompliance.

20 Having responded or having read this, Your Honor,
21 we believe that at a minimum I should be given an
22 opportunity to -- to provide the responses and that
23 there should be some hearing or meaningful opportunity
24 to discuss the continued deficiencies or lack of
25 response rather than just say noncompliance and

1 dismissal.

2 THE COURT: Okay.

3 MR. BACH: I'm happy to answer any questions.

4 THE COURT: I don't have any independent
5 recollection of this of much specificity. If I had
6 -- I'm just -- if I had dismissed the complaint, there
7 must have been some judicial frustration. Normally I
8 wouldn't impose such a harsh -- harsh sanction, but --
9 but I don't remember.

10 Can you help with this or --

11 MR. BACH: Your Honor -- and I'm sorry. Before I
12 sit down and turn it over to Mr. Thompson, I would also
13 -- I think -- I think it's incumbent upon me, I have a
14 duty to note also, that the motion to compel was filed
15 by CEC. The order was with respect to CEC's discovery
16 request and deficiency letter. Bobcat of Greenville
17 had no outstanding discovery that I'm aware of, was --
18 had not filed a motion to compel or sought an order of
19 dismissal for failure to comply with any discovery,
20 and so at a minimum, Your Honor, we think that even if
21 the Court considers a sanction as with respect to CEC
22 appropriate, Bobcat of Greenville should still be in the
23 case although the order dismisses the entire complaint.

24 THE COURT: Okay. All right. Yeah.

25 MR. THOMPSON: Thank you, Your Honor.

1 Jay Thompson. My client is the defendant, Clark
2 Equipment Company, improperly named as Bobcat Company,
3 Inc. The misnomer is just a misnomer. That's not a
4 dispositive issue of any kind.

5 Your Honor is correct, this was a long time ago.
6 It was a little over two years ago. There was quite
7 a bit of frustration with everyone involved because
8 the way it transpired, and understanding Mr. Bach was
9 not in the picture at all at that time, the way it
10 transpired was that after months and months and months
11 over and over and over again of I'm gonna get it to you,
12 I didn't get it to you, I'm gonna get it to you, I'm
13 gonna be there, didn't show up, oh, I've already sent
14 the stuff to you, no, you didn't, you didn't send us
15 anything, Your Honor scheduled a hearing.

16 I spoke with Mr. Rosemond, counsel, the day
17 before. He says I'm gonna be there, I'll see you at
18 10:30, didn't show up. Your Honor had staff contact
19 his office during the hearing with the response that
20 was given during the time was he's at a different
21 courthouse for a different hearing. There was quite a
22 bit of frustration coming out of the over and over and
23 over again. Then the order that was issued regarding
24 that motion for sanctions was one where Mr. Rosemond
25 was given the opportunity to contribute and provide

1 input to it before it was entered and he consented to
2 it and said yes, I'm good with this. That's in writing.
3 That's in the gigantic of packet of exhibits we filed
4 with our response brief and that order that he consented
5 and agreed with is the one that said if the discovery
6 responses aren't provided in ten days, the case is
7 dismissed. Nothing happened, there were no discovery
8 responses, and the case was ensuing dismissed.

9 So that's -- you alluded to the frustration. That's
10 a very high level summary of how that transpired. There
11 was a good bit of frustration and I think maybe one way
12 to characterize it was there was a lot of -- there was
13 some head shaking of I can't believe this is actually
14 happening type thing going on in the courtroom that day,
15 and that's how this all transpired at this time.

16 Quite a bit of frustration on the part of the
17 defendant who's being pulled through all of this. You
18 know, the plaintiff sues my client and then drags us
19 along and yanking chains and all this saying they're
20 gonna comply and not complying, a lot of shenanigans
21 going on, that sort of thing.

22 Our position, you know, as we are standing here
23 two years down the road from these things is that the
24 fact that the orders were not sent to Your Honor -- or,
25 excuse me, the motions were not sent to Your Honor in

1 the first place, that in and of itself is sufficient for
2 the motions not to be granted. There's case law that
3 says that. We've cited that in our response brief.

4 And so procedurally the way it's supposed to
5 transpire is at that point the case is in a dismissed
6 status, the time period for appealing an order begins
7 to run. You know, we're way outside of that at this
8 point, and procedurally it's over.

9 You know, my -- my office had closed its file a
10 year and a half ago on this, and as I told Mr. Bach by
11 telephone a few weeks ago, I didn't even know if I was
12 still gonna be in the case until just last week because
13 we had to get in touch with the client and find out if
14 he still wants us to work on this and that sort of thing.
15 We're just -- we're that far down the road and when
16 we're that far removed from it after everything that had
17 happened over and over and over, counsel is given an
18 opportunity to consent, does consent to the actual order
19 and then doesn't comply with the order, the dismissal
20 as a sanction was entirely appropriate and should stand.

21 I'm happy to answer any questions Your Honor has.

22 THE COURT: I don't know that I have any.

23 MR. MEBANE: Your Honor, if I may?

24 THE COURT: I'm not sure. Yeah, go ahead.

25 MR. MEBANE: Judge, Robert Mebane for the

1 co-defendant Acme Operations, LLC, d/b/a Bobcat of
2 Greenville. I would just note, as I believe Mr. Bach
3 mentioned, that he -- as he alluded to, Your Honor's
4 order from October 25, 2019, dismissed the entire
5 case with prejudice as to all defendants. Your Honor's
6 already ruled as to that and I would just argue that
7 order stands. They've not properly served Your Honor
8 with the rule -- with the motion to reconsider, so it's
9 our position that the order should stand.

10 THE COURT: Okay.

11 MR. BACH: Your Honor, there's nothing -- I mean,
12 I think it's within the Court's discretion. There's
13 nothing in the rule that -- that states that the Court
14 is forbidden from considering a motion to reconsider
15 because of the ten-day rule. Your Honor, I -- I
16 certainly own up to my office's mistake if we made one.
17 We're not able to find evidence of it, but I would ask
18 the Court to reconsider -- to consider it in any event,
19 whether you deny the motion or grant it, reconsider on
20 the merits and not on a procedural technicality.

21 Your Honor, the last thing I would mention is,
22 you know, Your Honor, in Graham versus Town of Loris,
23 generally I understand Mr. Thompson has pointed out
24 the neglect of an attorney is imputable to the client.
25 That is not the case when an attorney has abandoned

1 his client. Our courts have found in the past where
2 an attorney failed to appear for a hearing and failed
3 to give any notice to his client about the hearing that
4 that can be deemed abandonment and so, Your Honor, we
5 would -- we would point that out as well.

6 THE COURT: Okay. Well, my memory's tickled a
7 little bit by hearing all this and why I didn't get --
8 you know, I'll accept the blame for the hearing not being
9 set. I mean, I -- we -- normally when we get a motion,
10 we get to it, so I don't know what happened with this
11 motion. And I'm not casting any stones. And it's a
12 shame you weren't involved a little earlier, Mr. Bach,
13 but I -- I'm gonna deny your motion to reconsider and
14 allow the -- allow the dismissal to stand.

15 Anything else from anybody?

16 MR. THOMPSON: No, Your Honor.

17 MR. BACH: No, sir.

18 MR. THOMPSON: Do you need anything from us? Or a
19 Form 4 is fine by us.

20 MR. BACH: I mean, a Form 4 is fine. I don't think
21 there's an issue with a Form 4.

22 THE COURT: Okay. We can do that.

23 All right. The hearing is terminated.

24 (Whereupon, the proceedings were concluded at
25 1:29 PM.)

C E R T I F I C A T E

I, Stacy S. Johnson, Official Court Reporter
for the Eleventh Judicial Circuit of the State of
South Carolina, do hereby certify that the foregoing
is a true, accurate and complete transcript of record
of all the proceedings had and the evidence introduced
in the hearing of the captioned case in Circuit Court
on the 16th day of November, 2021.

This transcript may contain quoted material.
Such material is reproduced as read by the speaker.

I do further certify that I am neither of kin,
counsel, nor have an interest to any party hereto.

January 10, 2022

/s/ Stacy S. Johnson
STACY S. JOHNSON
CIRCUIT COURT REPORTER

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

) IN THE COURT OF COMMON PLEAS
) THIRTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO. 2018-CP-23-04516

IRONWORK PRODUCTIONS, LLC

Plaintiff,

vs.

BOBCAT OF GREENVILLE, LLC AND
BOBCAT COMPANY, INC.

Defendant.

CERTIFICATE OF SERVICE

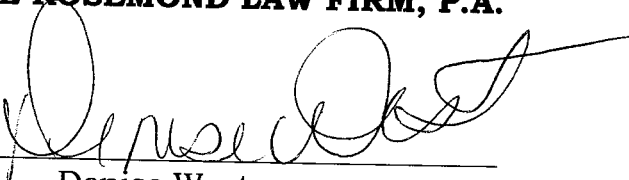
I, Denise West, an employee at The Rosemond Law Firm, P.A. E. Delane Rosemond attorney for the Plaintiffs in the above-captioned matter, hereby certify that I served the Answers to Interrogatories and Response to Request for Production on the attorneys for the Defendants, by mailing a copy of same postage prepaid and return address clearly indicated on said envelope on October 1, 2019 at the following addresses.

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

Jay T. Thompson
 Nelson Mullins
 1320 Main Street, 17th Floor
 Columbia, SC 29201

THE ROSEMOND LAW FIRM, P.A.

BY:


 Denise West

October 1, 2019
 Seneca, SC

Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:44:19 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: 0.png, 1.png, 2019.10.18 Notice of Noncompliance with 10-01-19 Order.pdf

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Friday, October 18, 2019 11:03 AM
To: emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,

I am attaching a courtesy copy of a Notice of Noncompliance that has been filed today, related to the court's October 1, 2019 order. Plaintiff's counsel consented to the order, which stated that Plaintiff's Complaint in this lawsuit would be dismissed if Plaintiff did not provide full and complete responses to our May 16, 2019 deficiency letter and our May 16, 2019 second set of discovery responses within ten (10) days. Seventeen days have passed, and we have received nothing in response to our May 16, 2019 deficiency letter or our May 16, 2019 second set of discovery responses. Plaintiff's counsel did send us a photocopy of a prior set of responses from April 2019 to discovery requests issued by another party, but we have received nothing in response to the court's order.

Per the court's October 1 order, the Complaint should be dismissed at this time. If we need to take any additional steps for the Complaint to be marked as dismissed per the court's October 1 order, we will be happy to do whatever the court needs us to do.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
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NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

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Date: Tuesday, August 2, 2022 at 9:44:29 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
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Attachments: 0.png, 1.png

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Sent: Friday, October 18, 2019 11:26 AM
To: 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,

Defendant Bobcat of Greenville, LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Friday, October 18, 2019 11:03 AM
To: emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,

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Per the court's October 1 order, the Complaint should be dismissed at this time. If we need to take any additional steps for the Complaint to be marked as dismissed per the court's October 1 order, we will be

happy to do whatever the court needs us to do.

Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com
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Helen Hiser, Attorney

helen.hiser@mgclaw.com
10 Brook Street Suite 200
Asheville, NC 28803
Main: 843-576-2900 | Direct: 843-576-2930 | Fax: 843-534-0605
[VCARD](#) | [BIO](#)

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Ironwork Productions, LLC,	)	Civil Action No. 2018-CP-23-04516
	)	
Plaintiff,	)	
	)	
vs.	)	<u>NOTICE OF PLAINTIFF'S</u>
	)	<u>NONCOMPLIANCE WITH THE</u>
Bobcat of Greenville, LLC and Bobcat	)	<u>COURT'S 10/1/19 ORDER</u>
Company, Inc.,	)	<u>AND</u>
	)	<u>REQUEST FOR DISMISSAL</u>
Defendants.	)	
	)	

Clark Equipment Company d/b/a Bobcat Company (incorrectly named in Plaintiff's Complaint as "Bobcat Company, Inc.") (hereinafter "CEC") respectfully submits this Notice of Plaintiff's Noncompliance with the Court's October 1, 2019 Order.

The October 1, 2019 Order¹ stated that Plaintiff's Complaint in this lawsuit shall be dismissed if Plaintiff did not provide full and complete responses to all outstanding requests set forth in CEC's May 16, 2019 deficiency letter and May 16, 2019 second set of discovery requests with (10) days. In an email to the Court, Plaintiff's counsel consented to the language of the Order before it was filed. See **Exhibit A** attached hereto. Nevertheless, Plaintiff completely failed to comply with the Order.

One day after the Order was entered, the undersigned counsel received by FedEx a packet of documents containing only photocopies of the same documents previously produced on April 2, 2019 in response to co-defendant Bobcat of Greenville, LLC's discovery requests, even

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

including the original certificate of service on co-defendant's counsel from April 2, 2019. No other documents or information have been produced.

As of the date of this Notice, fifteen days have passed since Plaintiff's counsel received the October 1, 2019 Order. **Plaintiff has not produced a single document** in response to CEC's May 16, 2019 deficiency letter, CEC's May 16, 2019 second set of discovery requests, or the Court's October 1, 2019 Order.

Plaintiff has not complied with the express terms of the Court's October 1, 2019 Order. Therefore, CEC respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that CEC be awarded its fees and costs incurred in pursuing this dismissal.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/Jay T. Thompson

Jay T. Thompson
SC Bar No. 75030
E-Mail: jay.thompson@nelsonmullins.com
Scott D. MacLatchie
SC Bar No. 103067
E-Mail: scott.maclatchie@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

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

Columbia, South Carolina

October 18, 2019

Scott MacLatchie

From: Delane Rosemond <delane.rosemond@gmail.com>
Sent: Tuesday, October 1, 2019 2:25 PM
To: Jay Thompson
Cc: Denise West; Doc Morgan; emillerlc@sccourts.org; emillersc@sccourts.org; robert.mebane@mgclaw.com
Subject: Re: Proposed Order - Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

The proposal is fine with me.

Delane

On Tue, Oct 1, 2019 at 12:20 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

Judge Miller,

Please find attached a proposed order as requested in this morning's hearing. A copy has been provided to Plaintiff's counsel, and counsel for all parties are copied on this email.

Thank you,

Jay Thompson

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



JAY T. THOMPSON **PARTNER**

jay.thompson@nelsonmullins.com

MERIDIAN | 17TH FLOOR

[1320 MAIN STREET | COLUMBIA, SC 29201](#)

T 803.255.9300 F 803.255.5187

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--

E. Delane Rosemond
Attorney
The Rosemond Law Firm, P.A.
P. O. Box 1498
339 By-Pass 123
Seneca, South Carolina 29679
(864) 888-2832 office
(864) 886-9072 facsimile
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www.rosemondlawfirm.com

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ELECTRONICALLY FILED - 2019 Oct 18 10:21 AM - GREENVILLE - COMMON PLEAS - CASE#2018CP2304516

Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:44:51 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: image001.jpg, image002.png, 0.png, 1.png

From: Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Sent: Monday, October 21, 2019 11:05 AM
To: Doc Morgan <dmorgan@mgclaw.com>; 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Mr. Thompson,

Will you please draft a short order of dismissal based on the Plaintiff's noncompliance? You can email it to me and I will upload it for signature.

Thank you,

Grace Barringer
Law Clerk to the Honorable Edward W. Miller
305 E. North Street, Suite 219
Greenville, South Carolina 29601
(864) 467-8558
(864)- 233-4173 Fax
emillerlc@sccourts.org

From: Doc Morgan <dmorgan@mgclaw.com>
Sent: Friday, October 18, 2019 11:26 AM
To: 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Miller,

Defendant Bobcat of Greenville, LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan



Doc Morgan, Attorney
dmorgan@mgclaw.com
55 E. Camperdown Way Suite 300
Greenville, SC 29601
Main: 864-239-4000 | Direct: 864-239-4028 | Fax: 864-242-3199
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From: Jay Thompson <jay.Thompson@nelsonmullins.com>

Sent: Friday, October 18, 2019 11:03 AM

To: emillersc@sccourts.org; emillerlc@sccourts.org

Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>

Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,

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Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
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---

#### Helen Hiser, Attorney

[helen.hiser@mgclaw.com](mailto:helen.hiser@mgclaw.com)  
10 Brook Street Suite 200  
Asheville, NC 28803  
Main: 843-576-2900 | Direct: 843-576-2930 | Fax: 843-534-0605  
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**Subject:** FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516  
**Date:** Tuesday, August 2, 2022 at 9:45:11 AM Eastern Daylight Time  
**From:** Helen Hiser <helen.hiser@mgclaw.com>  
**To:** Amy Price <aprice@etblawfirm.com>  
**CC:** Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>  
**Attachments:** image002.png, image001.jpg, 0.png, 1.png

**From:** Delane Rosemond <delane.rosemond@gmail.com>  
**Sent:** Thursday, October 24, 2019 1:25 PM  
**To:** Jay Thompson <Jay.Thompson@nelsonmullins.com>  
**Cc:** Denise West <denise@rosemondlawfirm.com>; Doc Morgan <dmorgan@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>  
**Subject:** Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Jay - I sent you the plaintiff's answer to interrogatories and request for production the day after the hearing.  
Have you not received anything from my office since the hearing?

Delane

On Thu, Oct 24, 2019 at 1:08 PM Jay Thompson <[Jay.Thompson@nelsonmullins.com](mailto:Jay.Thompson@nelsonmullins.com)> wrote:

Ms. Barringer, do you have any update on the status of this order? I am trying to figure out if I need to be at tomorrow morning's status conference.  
Thank you.

Jay Thompson | Nelson Mullins  
t: 803.255.9300 | [jay.thompson@nelsonmullins.com](mailto:jay.thompson@nelsonmullins.com)

**From:** Miller, Edward W. Law Clerk (Grace Barringer) <[emillerlc@sccourts.org](mailto:emillerlc@sccourts.org)>  
**Sent:** Monday, October 21, 2019 11:05 AM  
**To:** Doc Morgan <[dmorgan@mgclaw.com](mailto:dmorgan@mgclaw.com)>; Jay Thompson <[Jay.Thompson@nelsonmullins.com](mailto:Jay.Thompson@nelsonmullins.com)>; Miller, Edward W. Secretary (Karen W. Pitts) <[EMillerSC@sccourts.org](mailto:EMillerSC@sccourts.org)>  
**Cc:** [delane@rosemondlawfirm.com](mailto:delane@rosemondlawfirm.com); Robert L. Mebane, Jr. <[Robert.Mebane@mgclaw.com](mailto:Robert.Mebane@mgclaw.com)>; Gail Inzero <[gail.inzero@mgclaw.com](mailto:gail.inzero@mgclaw.com)>  
**Subject:** RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

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Thank you,

Grace Barringer  
Law Clerk to the Honorable Edward W. Miller  
305 E. North Street, Suite 219  
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(864)- 233-4173 Fax  
[emillerlc@sccourts.org](mailto:emillerlc@sccourts.org)

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**Sent:** Friday, October 18, 2019 11:26 AM

**To:** 'Jay Thompson' <[Jay.Thompson@nelsonmullins.com](mailto:Jay.Thompson@nelsonmullins.com)>; Miller, Edward W. Secretary (Karen W. Pitts) <[EMillerSC@sccourts.org](mailto:EMillerSC@sccourts.org)>; Miller, Edward W. Law Clerk (Grace Barringer) <[emillerlc@sccourts.org](mailto:emillerlc@sccourts.org)>

**Cc:** [delane@rosemondlawfirm.com](mailto:delane@rosemondlawfirm.com); Robert L. Mebane, Jr. <[Robert.Mebane@mgclaw.com](mailto:Robert.Mebane@mgclaw.com)>; Gail Inzero <[gail.inzero@mgclaw.com](mailto:gail.inzero@mgclaw.com)>

**Subject:** RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Judge Miller,

Defendant Bobcat of Greenville , LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan



**Doc Morgan, Attorney**

[dmorgan@mgclaw.com](mailto:dmorgan@mgclaw.com)

55 E. Camperdown Way Suite 300

Greenville, SC 29601

**Main:** 864-239-4000 | **Direct:** 864-239-4028 | **Fax:** 864-242-3199

**VCARD** | **BIO**

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---



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**Sent:** Friday, October 18, 2019 11:03 AM  
**To:** [emillersc@sccourts.org](mailto:emillersc@sccourts.org); [emillerlc@sccourts.org](mailto:emillerlc@sccourts.org)  
**Cc:** [delane@rosemondlawfirm.com](mailto:delane@rosemondlawfirm.com); Doc Morgan <[dmorgan@mgclaw.com](mailto:dmorgan@mgclaw.com)>; Robert L. Mebane, Jr. <[Robert.Mebane@mgclaw.com](mailto:Robert.Mebane@mgclaw.com)>  
**Subject:** Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Judge Miller,

I am attaching a courtesy copy of a Notice of Noncompliance that has been filed today, related to the court's October 1, 2019 order. Plaintiff's counsel consented to the order, which stated that Plaintiff's Complaint in this lawsuit would be dismissed if Plaintiff did not provide full and complete responses to our May 16, 2019 deficiency letter and our May 16, 2019 second set of discovery responses within ten (10) days. Seventeen days have passed, and we have received nothing in response to our May 16, 2019 deficiency letter or our May 16, 2019 second set of discovery responses. Plaintiff's counsel did send us a photocopy of a prior set of responses from April 2019 to discovery requests issued by another party, but we have received nothing in response to the court's order.

Per the court's October 1 order, the Complaint should be dismissed at this time. If we need to take any additional steps for the Complaint to be marked as dismissed per the court's October 1 order, we will be happy to do whatever the court needs us to do.

Counsel for all parties are copied on this email.

Thank you,  
Jay Thompson  
Counsel for Clark Equipment Company d/b/a Bobcat Company

---

JAY THOMPSON PARTNER  
[jay.thompson@nelsonmullins.com](mailto:jay.thompson@nelsonmullins.com)  
MERIDIAN | 17TH FLOOR  
1320 MAIN STREET | COLUMBIA, SC 29201  
T 803.255.9300 F 803.255.5187  
[NELSONMULLINS.COM](http://NELSONMULLINS.COM) [VCARD](#) [VIEW BIO](#)

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--

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Attorney
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Helen Hiser, Attorney

helen.hiser@mgclaw.com
10 Brook Street Suite 200
Asheville, NC 28803

Main: 843-576-2900 | Direct: 843-576-2930 | Fax: 843-534-0805
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Please consider the environment before printing.

Subject: FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516
Date: Tuesday, August 2, 2022 at 9:45:24 AM Eastern Daylight Time
From: Helen Hiser <helen.hiser@mgclaw.com>
To: Amy Price <aprice@etblawfirm.com>
CC: Jay Thompson <jay.thompson@murphygrantland.com>, Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Attachments: 0.png, 1.png

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Thursday, October 24, 2019 2:12 PM
To: Delane Rosemond <delane.rosemond@gmail.com>
Cc: Denise West <denise@rosemondlawfirm.com>; Doc Morgan <dmorgan@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Re: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

As stated multiple times, the only thing that has been sent to us was a photocopy of the same responses sent to the co-defendant on April 2, 2019. The name of co-defendant's counsel in the To: line from the April 2 document was even scratched through by hand and my name hand-written in as the addressee, so it clearly was not an inadvertent mistake. We have received absolutely nothing in response to our May 16, 2019 deficiency letter and absolutely nothing in response to our May 16, 2019 second set of discovery requests, both of which were specifically required by the October 1, 2019 order.

Jay Thompson | Nelson Mullins | (803) 255-9300

On Oct 24, 2019, at 1:25 PM, Delane Rosemond <delane.rosemond@gmail.com> wrote:

Jay - I sent you the plaintiff's answer to interrogatories and request for production the day after the hearing.

Have you not received anything from my office since the hearing?

Delane

On Thu, Oct 24, 2019 at 1:08 PM Jay Thompson <Jay.Thompson@nelsonmullins.com> wrote:

Ms. Barringer, do you have any update on the status of this order? I am trying to figure out if I need to be at tomorrow morning's status conference.

Thank you.

Jay Thompson | Nelson Mullins

t: 803.255.9300 | jay.thompson@nelsonmullins.com

From: Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Sent: Monday, October 21, 2019 11:05 AM
To: Doc Morgan <dmorgan@mgclaw.com>; Jay Thompson <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

Mr. Thompson,

Will you please draft a short order of dismissal based on the Plaintiff's noncompliance?
You can email it to me and I will upload it for signature.

Thank you,

Grace Barringer
Law Clerk to the Honorable Edward W. Miller
305 E. North Street, Suite 219
Greenville, South Carolina 29601
(864) 467-8558
(864)- 233-4173 Fax
emillerlc@sccourts.org

From: Doc Morgan <dmorgan@mgclaw.com>
Sent: Friday, October 18, 2019 11:26 AM
To: 'Jay Thompson' <Jay.Thompson@nelsonmullins.com>; Miller, Edward W. Secretary (Karen W. Pitts) <EMillerSC@sccourts.org>; Miller, Edward W. Law Clerk (Grace Barringer) <emillerlc@sccourts.org>
Cc: delane@rosemondlawfirm.com; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>; Gail Inzero <gail.inzero@mgclaw.com>
Subject: RE: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Miller,

Defendant Bobcat of Greenville, LLC joins in the request of defendant Clark Equipment Company Inc. to dismiss the complaint.

Doc Morgan

<image001.jpg>

Doc Morgan, Attorney
dmorgan@mgclaw.com
55 E. Camperdown Way Suite 300
Greenville, SC 29601
Main: 864-239-4000 | Direct: 864-239-4028 | Fax: 864-242-3199
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<image002.png>

From: Jay Thompson <Jay.Thompson@nelsonmullins.com>
Sent: Friday, October 18, 2019 11:03 AM
To: emillersc@sccourts.org; emillerlc@sccourts.org
Cc: delane@rosemondlawfirm.com; Doc Morgan <dmorgan@mgclaw.com>; Robert L. Mebane, Jr. <Robert.Mebane@mgclaw.com>
Subject: Ironwork Productions, LLC v. Bobcat of Greenville, LLC & Bobcat Company, Inc - C/A No. 2018-CP-23-04516

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Counsel for all parties are copied on this email.

Thank you,
Jay Thompson
Counsel for Clark Equipment Company d/b/a Bobcat Company

JAY THOMPSON PARTNER
jay.thompson@nelsonmullins.com

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--

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P. O. Box 1498  
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Helen Hiser, Attorney  
[helen.hiser@mgclaw.com](mailto:helen.hiser@mgclaw.com)  
10 Brook Street Suite 200  
Asheville, NC 28803  
Main: 843-576-2900 | Direct: 843-576-2930 | Fax: 843-534-0605  
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**Subject:** FW: Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et. al., 2018-CP-23-4516  
**Date:** Tuesday, August 2, 2022 at 11:44:35 AM Eastern Daylight Time  
**From:** Adam Bach <abach@etblawfirm.com>  
**To:** Amy Price <aprice@etblawfirm.com>  
**Attachments:** PImageDisplay.aspx-9.pdf, PImageDisplay.aspx-10.pdf, PImageDisplay.aspx-11.pdf

Adam C. Bach  
ELLER TONNSEN BACH  
Attorneys at Law  
1306 South Church Street  
Greenville, SC 29605  
(o) (864) 236-5013  
(f) (864) 312-4191

[www.etblawfirm.com](http://www.etblawfirm.com)

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**From:** Adam Bach <abach@etblawfirm.com>  
**Sent:** Tuesday, October 5, 2021 5:08 PM  
**To:** EMillerSC@sccourts.org  
**Cc:** dmorgan@mgclaw.com; jay.thompson@nelsonmullins.com; amber.hendrick@nelsonmullins.com  
**Subject:** Ironwork Productions, LLC v. Bobcat of Greenville, LLC, et. al., 2018-CP-23-4516

Dear Judge Miller,

On October 25, 2019 you entered an order dismissing this action with prejudice. The plaintiff filed a timely motion to reconsider. At this time, it remains pending. I have attached the relevant documents and motions.

We are writing on behalf of the plaintiff to inquire about the motion's status and ask if there is anything else we can provide for the court's consideration.

Thank you,

Adam

Adam C. Bach  
ELLER TONNSEN BACH  
Attorneys at Law  
1306 South Church Street  
Greenville, SC 29605  
(o) (864) 236-5013  
(f) (864) 312-4191

[www.etblawfirm.com](http://www.etblawfirm.com)

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**Subject:** Motion "MRECON-Plt/Iron Works Productions Motion/Reconsider" for Case "2018CP2304516- Iron Works Productions Llc vs. Bobcat Of Greenville LLC , defendant, et al" was added to a Motions Roster for 11/16/2021 at 1:00 PM

**Date:** Tuesday, October 26, 2021 at 10:58:00 AM Eastern Daylight Time

**From:** roster@greenvillecounty.org

**To:** Ben Pettyjohn

**CC:** tcaldwell@greenvillecounty.org

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

An in-person hearing in this case is RE-SCHEDULED - NEW DATE & TIME on Subject line above-

Location: Greenville County Courthouse 305 East North Street, Greenville, SC 29601

MOVANT IS RESPONSIBLE TO NOTIFY OPPOSING COUNSEL AND PRO SE PARTIES. Check the online roster at <http://www.greenvillecounty.org/scjd/courtrosters/>

CONTINUANCE, RESOLVED, WITHDRAWN - send detailed e-mail (copy opposing counsel/party) to Non-Jury Coordinator at: tcaldwell@greenvillecounty.org

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**Dec 14 2021**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

---

Case No. 2018-CP-23-04516

---

Ironwork Productions, LLC, Appellant

v.

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

---

**NOTICE OF APPEAL**

---

Appellant, Ironwork Productions, LLC, appeals the order of the Honorable Edward W. Miller dated October 25, 2019. Appellant timely filed a motion to alter or amend judgment on November 4, 2019. Appellants received written notice of entry of the order denying the motion to alter or amend on November 19, 2021. A copy of both orders is attached.

December 14, 2021

s/Adam C. Bach

Adam C. Bach (SC Bar # 74885)  
ELLER TONNSEN BACH, LLC  
1306 South Church Street  
Greenville, SC 29605  
Telephone: (864) 236-5013  
Facsimile: (864) 312-4191  
*abach@etblawfirm.com*  
Attorneys for Appellant

Other Counsel of Record:

Jay T. Thompson  
[Jay.thompson@nelsonmullins.com](mailto:Jay.thompson@nelsonmullins.com)  
Post Office Box 11070  
Columbia, SC 29201  
Attorney for Clark Equipment Company d/b/a Bobcat Company

Robert L. Mebane, Jr.  
[robert.mebane@mgclaw.com](mailto:robert.mebane@mgclaw.com)  
55 East Camperdown Way  
Suite 300  
Greenville, SC 29601  
Attorney for Bobcat of Greenville, LLC

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**Dec 14 2021**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

---

Case No. 2018-CP-23-04516

---

Ironwork Productions, LLC, Appellant

v.

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

---

**PROOF OF SERVICE**

---

I certify that I have served the Notice of Appeal on the Respondents, Bobcat Company, Inc. and Bobcat of Greenville, LLC, by e-mail on December 14, 2021, addressed to their attorneys of record as follows:

Jay T. Thompson  
[Jay.thompson@nelsonmullins.com](mailto:Jay.thompson@nelsonmullins.com)  
Post Office Box 11070  
Columbia, SC 29201  
Attorney for Clark Equipment Company d/b/a Bobcat Company

Robert L. Mebane, Jr.  
[robert.mebane@mgclaw.com](mailto:robert.mebane@mgclaw.com)  
55 East Camperdown Way  
Suite 300  
Greenville, SC 29601  
Attorney for Bobcat of Greenville, LLC

December 14, 2021

s/Adam C. Bach

---

Adam C. Bach (SC Bar # 74885)

ELLER TONNSEN BACH, LLC

1306 South Church Street

Greenville, SC 29605

Telephone: (864) 236-5013

Facsimile: (864) 312-4191

*abach@etblawfirm.com*

Attorneys for Appellant

**RECEIVED**

**Aug 05 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

The Honorable Edward W. Miller, Circuit Court Judge

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

Ironwork Productions, LLC, Appellant,

v.

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

**CERTIFICATE OF COUNSEL**

The undersigned certifies that the record on appeal contains all materials proposed to be included by any of the parties and not any other material.

/s/Adam C. Bach

Adam C. Bach (SC Bar # 74885)  
ELLER TONNSEN BACH, LLC  
1306 South Church Street  
Greenville, SC 29605  
Telephone: (864) 236-5013  
Facsimile: (864) 312-4191  
*abach@etblawfirm.com*

Attorneys for Appellant Ironwork  
Productions, LLC

August 5, 2022