

RECEIVED

CASE No.: 2023-000461

OCT 27 2023

SC Court of Appeals

100172

**In the Interest of the Public
For the matter of**

Directly and /or indirectly associated with
the property of a minor/infant

In re: Alicia Monique Ruffin

Real Party in Interest (jus personarum)

**MOTION FOR DEFAULT
JUDGMENT**

**Alicia Monique Ruffin
ALICIA MONIQUE SMITH, infant/minor
ALICIA MONIQUE RUFFIN
APPELLANT(s)**

V.

**ORDER TO
PROVIDE ALL RELATED BONDS
INFORMATION**

**Dr. DAVID MITCHELL &
CAROLINA ORTHOPAEDIC &
NEUROLOGICAL ASSOCIATES**

{ Special Appearance }

RESPONDENT(S)

MOTION FOR DEFAULT JUDGEMENT

TO THE RESPONDENT, Dr. DAVID MITCHELL & CAROLINA ORTHOPAEDIC NEUROLOGICAL ASSOCIATES, AND THEIR ATTORNEYS OF RECORD, MITCHELL D. APPLEBY, Esq. of Mooneyham Berry, LLC 1225 S. Church St. Greenville, SC 29604 & DAVID LEE WILLIFORD, II, Esq. of Huff, Powell, and Bailey, LLC 15 S. Main St. Ste 602, Greenville, SC 29601-2708:

PLEASE TAKE NOTICE that on the Appellant did Properly service the Attorney David Lee Williford, Attorney Mitchell D. Appleby and Judge G. D. Morgan Jr. on August 19, 2023; of the Appellant's Initial Brief and Designation

Matter as required by Rules 208 and 209 of the South Carolina Appellate Courts Rules. (Proof Enclosed). The Initial Brief and Designation of matter was hand-delivered and stamped at the Court of Appeals was initially done on June 9, 2023, and Revised on August 15, 2023, and stamped by Clerk of the Court of Appeals. The copies were mailed on August 19, 2023, and delivered to Judge G. D. Morgan Jr., Attorney David Lee Williford, and Attorney Mitchell D. Appleby (The Appellant wishes to OFFER PROOF). According Tracking, proper Proof of Service was achieved by the Appellant. The Respondents failed to respond to the Initial Brief and Designation of matter and by reason of SC Rule 55 the Appellant, request for a Default Judgement decision in favor of the Appellant. And the Respondents failed to respond to the Summons and Complaint. For those, reasons a Default Judgment should be render in favor of the Appellant. But there is more.

During the February 18, 2023, Judge G. D. Morgan Jr. never requested proof from the Respondents to see if the Appellant was properly processed service; as to which the Appellant vehemently states, "She was not process served for notification of the February 18, 2023." On November 22, 2022, the Appellant entered record a Request for Recusal of Judge G. D. Morgan Jr., which to this date no judgement has been rendered concerning the Request for Recusal. No one is above the law. The Appellant was awaiting a response from the court concerning the Recusal and was not aware of the February 18, 2023 hearing. According to the Transcripts, Judge Morgan, Jr. accepted Attorney Mitchell Appleby's word as fact. But in fact, the Appellant never received notification of the February 18, 2023, hearing and according to transcript and the statement by Attorney Mitchell Appleby; he was prepared for the Appellant not to be present and for the case to be Dismissed with Prejudice. The argument by the Respondent is that the Appellant's Initial claim is time-barred; but FRAUD is not time-barred. There is no statute of limitations on matters Concerning Fraud. In fact, failure to include all pertinent data, misstating information, and altering or discarding records can also give rise to legal action against a physician, including an action of FRAUD. Attorney Mitchell Appleby on February 28, 2023, statement filed with 13th Circuit Court on page 6, "Even if Plaintiff properly stated a claim for defamation, her action is time-barred by the statute of limitations". The Attorney stated that the Appellant's claim for Defamation was properly stated. But was left out is that Fraud is not barred by the statute of limitations. The Fraud that was committed was the statement that Dr. David Mitchell charted in the medical record DID NOT match the video of what had taken place the day of July 26, 2019. (The Appellant wishes to OFFER PROOF) Thus, making what he charted as being FRAUDULENT.

In addition, according to S.C.R. Civ. P. 18 *(a) Joinder of Claims. A party asserting a cause of action as an original claim, counterclaim, crossclaim, or third party, may join, either as independent or as alternate claims, as many claims, legal, or equitable, as he has against the opposing party.* On 4/12/2019, PA, William Sean Irving removed the Appellant's neck brace and during the removal forcefully jerked the Appellant's neck toward her right shoulder. The Case Manager, Linda Salido from Care Works and my son, Marcus King; were witnesses and present at the time of the injury. Pa, William Sean Irving was not an Authorized Treating Physician, by Dr. David Mitchell permitted PA, Irving to treat the Appellant and he was not present in the Appellant's Room during care. This was not documented within the medical notes for 04/12/2019. On 05/01/2019, Dr. David Mitchell stated the neck brace was removed in the office on 04/12/2019. **(The Appellant wishes to Show Proof)** The Appellant attempted to go to Physical Therapy at Garber PT but could not complete the office visit due to vomiting and pain. The Appellant went to Prisma Health ER the same day and release on 04/13/ 2019 for injuries caused by 04/12/2019. **(The Appellant wishes to Show Proof)**

Failing to properly document the personal injury gives rise to legal action against the physician and the facility where the injury occurred, and does not require a Certificate of Merit or Affidavit of Merit, since the claim is not being filed under Medical Malpractice. The Appellant is not bringing to the attention of the court the injuries she sustained; but the Failure to properly document the injuries incurred is an action of FRAUD as to which the Appellant is seeking relief. The S.C. Code § 17-28-350 states, "*A person who willfully and maliciously destroys, alters, conceals, or tampers with physical evidence or biological material that is required to be preserved pursuant to this article with the intent to impair the integrity of the physical evidence or biological material, prevent the physical evidence or biological material from being subjected to DNA testing, or prevent the production or use of the physical evidence or biological material in an official proceeding, is guilty of a misdemeanor...*" Under South Carolina Code of Laws (S.C. Code § 15-3-545) *says that to recover damages for injury arising out of a medical, Surgical or dental procedure or operation by a licensed health care provider, a legal action must be Begun within three years of the date of the medical treatment or operation that caused the injury.* The Appellant has had an open claim since 2018. The injury incurred are that of Personal injury and that was injury to Appellant's character by the Defamatory remarks that was made by Dr. David Mitchell. According to SC section 15-32-520(D) *Punitive damages may be award only if the plaintiff proves by clear and convincing evidence that his harm was the result of the defendant's willful, wanton, or*

reckless conduct. Dr. David Mitchell statement was published for everyone to view under EPIC and Athena: any physician and/or staff member that has access to those Medical filing systems is influenced by his Defamatory that he charted about myself and my husband. This statement was submitted SC Worker Compensation Commission and aided in the Dismissal of the Appellant's Temporary Total Disability benefits and influenced the denial of Disability Social Security Benefits. Funds that the Appellant is still fighting to regain til this day. The video of that day, July 26, 2019, is clear and convincing evidence that what Dr. David Mitchell charted was Defamatory, Slanderous and Malicious intent. In addition, the injuries that PA, William Sean Irving caused on 04/12/2019 was deliberately withheld, but it is noted that the neck brace that Dr. David Mitchell prescribed was weakening the Appellant's neck muscles. (The Appellant wishes to Provide Proof.)

The hearing that was conducted on February 28, 2023, under Black's Law Dictionary Ex Parte communications are described as: "*On one side only, by or for one party; done for, in behalf, or on the application of, one party only.*" This is a direct violation of SC 1-23-360; There was no one present for Appellant and based on Attorney Appleby's statement. He was prepared for no one to be present for the Appellant. Based on the Transcript, Attorney Appleby provide testimony for Respondent. "*Statements of Counsel in brief or in argument is not sufficient.*" and "*An attorney for the plaintiff or (defense) cannot admit evidence to the court: he is either and attorney or a witness.*" (Trainey v. Pagliaro, D.C. Pa. 1964, 299 F. Supp. 647) "*The Prosecutor is not a witness, and he should not be permitted to add to the record either by subtle or gross improprieties. Those who have experienced the full thrust of the power of government when leveled against them know that the only protection the citizen has is in the requirement for a fair trial.*" Donnelly v. Dechristoforo, 1974.SCT.41709. SC Rule 3.7(a)(1) - *Lawyer as Witness- A lawyer shall not act as an advocate at a trial in which the lawyer is likely to be a necessary witness unless: (1) the testimony relates to an uncontested issue: (2) the testimony relates to the nature and value of legal services rendered in the case: or disqualification of the lawyer would work substantial hardship on the client.* According to Attorney Appleby, anything stated by is insufficient, disqualified, *Hearsay* since he cannot serve as a witness and attorney.

Conclusion

The Appellant has made multiple attempts to mitigate damages with the Respondents to no avail.
(Appellant wishes OFFER PROOF)

The Appellant prays for relief BY MEANS OF RECEIVING NOTIFICATION FROM THE ADMINISTRATOR AS TO WHOM HAS BEEN ASSIGNED AS THE DESIGNATED TRUSTEE AND SAID TRUSTEE recognizes that the *Beneficiary* is LIVE NATURAL LIVING MAN OR WOMAN, THE NATURAL, PRIVATE COMMERCIAL, INCORPoreal OR OTHERWISE, DOES TENDER THIS CLAIM AND MAKES THE CLAIM THAT THE TENDER WAS SPECIAL DEPOSITED ON THE ACCOUNTS RECEIVABLES BOOKS OF THE COURT to make the Respondents responsible for said REMEDIES. Therefore, this Court has the power to decree in equity upon this Express Trust matter in-camera/chamber IN PRESENCE OF THE EQUITABLE BENEFICIARY and may enforce the Bill of Rights put forth in by this motion the Equitable Beneficiary has established direct as well as indirect injury to the whom the Trust belongs. Therefore, the court cannot act in violation of administrative constitutional or statutory limitations on its powers or permit the impounding of the infant's/NOW AGE OF THE Majority funds for creation of a trust. Furthermore, courts in conducting "Commercial" Business of the court must give/disclose to or upon a party upon demand the bookkeeping entries (both Receivables and payables) with an affidavit, and demand is hereby made for immediate production, or all evidence is hearsay evidence into the court record. And to an IMMEDIATE CEASE AND DESIST ORDER TO PROTECT TRUST/CORPORATION AND THE EQUITABLE BENEFICIARY FOR FURTHER HARM AND ABUSE. The infant/minor having attained the age of majority hereby challenges the bookkeeping and demands the full accounting on the accounts receivables and accounts payables and all dividends, profits, rents, escrows, etc. resulting from the deposit of TRUST/Estate of the ward /Beneficiary onto the court's accounts Receivables and other general intangibles. Respondent(s) has taken the private property of the complainant under extreme duress and threat of violence against Complainant's life, property, Liberties without just compensation, without the expressed and/or written Consent of the Appellant. The Appellant is entitled to the relief of damages in equity. Also, for said court to provide the Appellant with all **copies of Bid Bonds, Performance bonds, and Payments Bonds as it pertains to this case. The Appellant also request RELIEF in the complete removal of all false and**

ALICIA MONIQUE RUFFIN V. Dr. DAVID MITCHELL/CONA
Case No.: 2023-000461

negative statement and connotations as it relates to July 26, 2019, and/ or complete retraction or amendment of said office visit and all medical treatment care by Dr. David Mitchell and to be monetary compensated in the amount of \$500,000.00 paid by Dr. David Mitchell each Defamatory remarks charted by Dr. David Mitchell about the Appellant and her husband and an additional \$500,000.00 for the Fraudulent actions of not properly documenting the injury cause by the removal of the neck brace on 04/12/2023 committed by PA, William Sean Irving. And \$1,000,000.00 from Carolina Orthopaedic Neurological Associates since the Personal Injury Tort occur on their property under their supervision and allowing the publishing of the Defamatory remarks and in not enforcing the correction. The Appellant is also seeking an unspecified amount for physical, mental harm and distress of an aggravated nature contributed by Dr. David Mitchell, PA, William Sean Irving, and Carolina Orthopaedic.

Further affiant sayeth not!

UCC § 1 -308

Without prejudice and respectfully submitted,

“Done I Good Faith without Prejudice; ALL RIGHTS RESERVED”

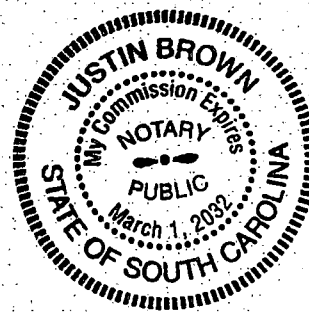
By: Alicia - Monique Ruffin, Beneficiary
jus personarum

Affiant, Attorney in Fact

Subscribed and affirmed before me this 27th day of October, 2023.

Justin Brown, Justin Brown
Notary (Print)

Justin Brown
Notary Signature



SHIP DATE Mon 21 Aug 2023	ESTIMATED DELIVERY Tue 22 Aug 2023 <i>Not Guaranteed</i>	SHIPMENT INFORMATION UPS Ground Com: 1 package Total Declared Value: *Add'l DV Declined	DESCRIPTION OF GOODS DOCS
SENDER ALICIA RUFFIN 563 DUNCAN STATION DR Duncan, SC 29334 Tel: (864) 814-8350 INNOCENTLYAL@YAHOO.COM		RECIPIENT MR GRENVILLE D MORGAN JR SC JUDICIAL BRANCH 305 E NORTH ST STE 315 GREENVILLE, SC 29601-2120	PKG TRACKING NUMBER 1 1Z8X221V0362611853 PACKED C DECL VAL *Add'l DV Declined Packed By: S = Store C = Customer *Loss or damage protection limited.

Subject to these terms and conditions, this The UPS Store® center (“We”, “Us”, or “Our”) will receive, forward and/or pack parcels for you the customer (“You” or “Your”). The carrier for Your parcel(s) accepted by Us will be UPS® (“Carrier”). The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material, illegal items, or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions (“Carrier's Terms and Conditions”) may specify other restricted items. Parcels containing “food” (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service (“UPS Terms”) in effect on the date of shipment, which are available at www.ups.com/terms. The Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this Parcel Shipping Order (“PSO”). The UPS Terms contain a MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or relating to provision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes. You agree that the MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER in the UPS Terms also applies to any controversy or claim against Us arising out of or relating to the provision of goods or services by UPS or Us.

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel (s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after the delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate and it is not warranted in any manner. We are not liable for any consequential, indirect, special, incidental, or punitive damages, or any loss or damage resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.

Limitations of Liability and Exceptions. Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). **Liability for loss or damage is limited to Your actual damages or \$100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program).** We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) (“Declared Value Program”). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You list as the “Declared Value” and that is stated on the shipment receipt. **If You do not list a “Declared Value” amount, You agree that the value of each parcel does not exceed \$100. If You do not declare value above \$100 and pay an additional charge for a parcel containing items of greater value than \$100, You will not be entitled to recover more than \$100 for loss or damage to the items in that parcel.** The Carrier's Terms and Conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

Filing Claims. If You or the consignee has a claim for loss or damage to Your parcel(s), You agree to submit Your claim through Us, except as provided herein. If You make Your claim through Us, We will submit a claim to the Carrier as the shipper of parcels, and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). In the event that UPS Capital accepts claims in the UPS Capital Claims Portal, however, You agree to submit Your claim electronically through the UPS Capital Claims Portal. Notwithstanding the foregoing, at Our election, and without obligating Us to do so, where available, (i) You may request that We submit a claim to the Carrier through the UPS Capital Claims Portal on Your behalf, and, (ii) You grant Us the authority to initiate a claim to the Carrier through the UPS Capital Claims Portal on Your behalf. The UPS Capital Claims Portal is here at <https://online.upscapital.com/tecp>. You hereby agree to be bound by the **Terms and Conditions of Service** in effect on the date of shipment, which are available at <https://online.upscapital.com/tecp>, for any claims You submit or have been submitted on Your behalf via the UPS Capital Claims Portal.

You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value provider. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

Any and all claims must be filed within the Carrier's required time frame as set forth in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to reshipment. All claims for loss or damage must be supported by the shipping documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any declaration of value over \$100

Filing a UPS Guaranteed Service Refund (GSR) request. If UPS is the Carrier for Your parcel(s) and if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid.

We may be an independently owned and operated franchisee of The UPS Store, Inc., in which case, (i) We are solely responsible for all aspects of Our operations (ii) We are the exclusive employer of employees of Our business, and (iii) You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. However, certain The UPS Store locations may be owned or operated by The UPS Store, Inc. or its subsidiary. In such limited cases only, the terms We, Us, Our, as used herein refer to The UPS Store, Inc. or its subsidiary, as applicable, and not to an unaffiliated franchisee.

This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and contemporaneous agreements, understandings, and representations, written or oral, relating to the subject matter hereof.

By signing below, You acknowledge that (i) You confirm the Ship To address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, (v) in the event that a claim is filed in connection with Your parcel (by Us, You, or anyone else permitted to file a claim), You hereby agree to be bound by all **Terms and Conditions** of Service of the UPS Capital Claims Portal <https://online.upscapital.com/tecp>, and (vi) by so

SENDER	SHIPMENT TRACKING NUMBER	PACKAGES
	1Z8X221V0362611853	1

signing, this PSO constitutes binding and enforceable obligations of You. YOU FURTHER ACKNOWLEDGE AND AGREE that, except as expressly set forth in the UPS Terms, any claims against Us or UPS (including its affiliates) arising out of or relating to provision of goods or service by UPS or Us are subject to individual, mandatory binding arbitration in accordance with the dispute resolution provisions of UPS Terms available at www.ups.com/terms (even as to packages not shipped with UPS).

Privacy Notice. Customer acknowledges that the relevant The UPS Store® Center will handle Customer's personal information in accordance with its privacy notice at <https://locations.theupsstore.com/privacy-notice>.



Sat 19 Aug 2023

TRANSACTION DATE

CUSTOMER SIGNATURE

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1Z8X221V0362611853

Weight

0.80 LBS

Service

UPS Ground

Shipped / Billed On

08/21/2023

Delivered On

08/22/2023 12:43 P.M.

Delivered To

GREENVILLE, SC, US

Received By

AUBRIANA

Left At

Inside Delivery

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 10/24/2023 6:42 P.M. EST

SHIP DATE Mon 21 Aug 2023	ESTIMATED DELIVERY Tue 22 Aug 2023 <i>Not Guaranteed</i>	SHIPMENT INFORMATION UPS Ground Com: 1 package Total Declared Value: *Add'l DV Declined	DESCRIPTION OF GOODS DOCS
SENDER ALICIA RUFFIN 563 DUNCAN STATION DR Duncan, SC 29334 Tel: (864) 814-8350 INNOCENTLYAL@YAHOO.COM		RECIPIENT MR MITCHELL D APPLEBY MOONEYHAM BERRY, LLC 1225 S CHURCH ST Greenville, SC 29604	PKG TRACKING NUMBER 1 1Z8X221V0362611095 PACKED C DECL VAL *Add'l DV Declined Packed By: S = Store C = Customer *Loss or damage protection limited.

Subject to these terms and conditions, this The UPS Store® center (“We”, “Us”, or “Our”) will receive, forward and/or pack parcels for you the customer (“You” or “Your”). The carrier for Your parcel(s) accepted by Us will be UPS® (“Carrier”). The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material, illegal items, or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions (“Carrier's Terms and Conditions”) may specify other restricted items. Parcels containing “food” (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

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Limitations of Liability and Exceptions. Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). Liability for loss or damage is limited to Your actual damages or \$100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program). We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) (“Declared Value Program”). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You list as the “Declared Value” and that is stated on the shipment receipt. If You do not list a “Declared Value” amount, You agree that the value of each parcel does not exceed \$100. If You do not declare value above \$100 and pay an additional charge for a parcel containing items of greater value than \$100, You will not be entitled to recover more than \$100 for loss or damage to the items in that parcel. The Carrier's Terms and Conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

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You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value provider. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

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Filing a UPS Guaranteed Service Refund (GSR) request. If UPS is the Carrier for Your parcel(s) and if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid.

We may be an independently owned and operated franchisee of The UPS Store, Inc., in which case, (i) We are solely responsible for all aspects of Our operations (ii) We are the exclusive employer of employees of Our business, and (iii) You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. However, certain The UPS Store locations may be owned or operated by The UPS Store, Inc. or its subsidiary. In such limited cases only, the terms We, Us, Our, as used herein refer to The UPS Store, Inc. or its subsidiary, as applicable, and not to an unaffiliated franchisee.

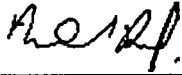
This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and contemporaneous agreements, understandings, and representations, written or oral, relating to the subject matter hereof.

By signing below, You acknowledge that (i) You confirm the Ship To address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, (v) in the event that a claim is filed in connection with Your parcel (by Us, You, or anyone else permitted to file a claim), You hereby agree to be bound by all Terms and Conditions of Service of the UPS Capital Claims Portal <https://online.upscapital.com/tccp>, and (vi) by so

SENDER	SHIPMENT TRACKING NUMBER	PACKAGES
	1Z8X221V0362611095	1

signing, this PSO constitutes binding and enforceable obligations of You. YOU FURTHER ACKNOWLEDGE AND AGREE that, except as expressly set forth in the UPS Terms; any claims against Us or UPS (including its affiliates) arising out of or relating to provision of goods or service by UPS or Us are subject to individual, mandatory binding arbitration in accordance with the dispute resolution provisions of UPS Terms available at www.ups.com/terms (even as to packages not shipped with UPS).

Privacy Notice. Customer acknowledges that the relevant The UPS Store® Center will handle Customer's personal information in accordance with its privacy notice at <https://locations.theupsstore.com/privacy-notice>.



Sat 19 Aug 2023

TRANSACTION DATE

CUSTOMER SIGNATURE

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1Z8X221V0362611095

Weight

0.80 LBS

Service

UPS Ground

Shipped / Billed On

08/21/2023

Delivered On

08/22/2023 12:42 P.M.

Delivered To

GREENVILLE, SC, US

Received By

ALEXANDER

Left At

Inside Delivery

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 10/24/2023 6:40 P.M. EST

SHIP DATE Mon 21 Aug 2023	ESTIMATED DELIVERY Tue 22 Aug 2023 <i>Not Guaranteed</i>	SHIPMENT INFORMATION UPS Ground Com: 1 package Total Declared Value: *Add'l DV Declined	DESCRIPTION OF GOODS DOCUMENTS
SENDER ALICIA RUFFIN 563 DUNCAN STATION DR Duncan, SC 29334 Tel: (864) 814-8350 INNOCENTLYAL@YAHOO.COM		RECIPIENT MR DAVID LEE WILLIFORD HUFF, POWELL AND BAILEY LLC 15 S MAIN ST STE 602 GREENVILLE, SC 29601-2708	PKG TRACKING NUMBER 1 1Z8X221V0395943666 PACKED C DECL VAL *Add'l DV Declined Packed By: S = Store C = Customer *Loss or damage protection limited.

Subject to these terms and conditions, this The UPS Store® center (“We”, “Us”, or “Our”) will receive, forward and/or pack parcels for you the customer (“You” or “Your”). The carrier for Your parcel(s) accepted by Us will be UPS® (“Carrier”). The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material, illegal items, or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions (“Carrier's Terms and Conditions”) may specify other restricted items. Parcels containing “food” (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service (“UPS Terms”) in effect on the date of shipment, which are available at www.ups.com/terms. The Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this Parcel Shipping Order (“PSO”). The UPS Terms contain a **MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER**, which apply to any controversy or claim, whether at law or equity, arising out of or relating to provision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes. You agree that the **MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER** in the UPS Terms also applies to any controversy or claim against Us arising out of or relating to the provision of goods or services by UPS or Us.

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel(s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after the delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate and it is not warranted in any manner. We are not liable for any consequential, indirect, special, incidental, or punitive damages, or any loss or damage resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.

Limitations of Liability and Exceptions. Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). **Liability for loss or damage is limited to Your actual damages or \$100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program).** We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) (“Declared Value Program”). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You list as the “Declared Value” and that is stated on the shipment receipt. **If You do not list a “Declared Value” amount, You agree that the value of each parcel does not exceed \$100. If You do not declare value above \$100 and pay an additional charge for a parcel containing items of greater value than \$100, You will not be entitled to recover more than \$100 for loss or damage to the items in that parcel.** The Carrier's Terms and Conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

Filing Claims. If You or the consignee has a claim for loss or damage to Your parcel(s), You agree to submit Your claim through Us, except as provided herein. If You make Your claim through Us, We will submit a claim to the Carrier as the shipper of parcels, and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). In the event that UPS Capital accepts claims in the UPS Capital Claims Portal, however, You agree to submit Your claim electronically through the UPS Capital Claims Portal. Notwithstanding the foregoing, at Our election, and without obligating Us to do so, where available, (i) You may request that We submit a claim to the Carrier through the UPS Capital Claims Portal on Your behalf, and, (ii) You grant Us the authority to initiate a claim to the Carrier through the UPS Capital Claims Portal on Your behalf. The UPS Capital Claims Portal is here at <https://online.upscapital.com/tecp>. You hereby agree to be bound by the **Terms and Conditions of Service** in effect on the date of shipment, which are available at <https://online.upscapital.com/tecp>, for any claims You submit or have been submitted on Your behalf via the UPS Capital Claims Portal.

You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value provider. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

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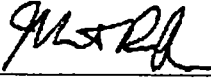
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SENDER	SHIPMENT TRACKING NUMBER	PACKAGES
	1Z8X221V0395943666	1

signing, this PSO constitutes binding and enforceable obligations of You. YOU FURTHER ACKNOWLEDGE AND AGREE that, except as expressly set forth in the UPS Terms, any claims against Us or UPS (including its affiliates) arising out of or relating to provision of goods or service by UPS or Us are subject to individual, mandatory binding arbitration in accordance with the dispute resolution provisions of UPS Terms available at www.ups.com/terms (even as to packages not shipped with UPS).

Privacy Notice. Customer acknowledges that the relevant The UPS Store® Center will handle Customer's personal information in accordance with its privacy notice at <https://locations.theupsstore.com/privacy-notice>.



CUSTOMER SIGNATURE

Sat 19 Aug 2023

TRANSACTION DATE

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1Z8X221V0395943666

Weight

0.80 LBS

Service

UPS Ground

Shipped / Billed On

08/21/2023

Delivered On

08/22/2023 1:10 P.M.

Delivered To

GREENVILLE, SC, US

Received By

HUFF

Left At

Inside Delivery

Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 10/24/2023 6:39 P.M. EST