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SC Court of Appeals

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Judge G. D. Morgan

Case No. 2023-000461

Alicia Ruffin,

Appellant,

v.

Dr. David Mitchell &
Carolina Orthopaedic Neurological Associates

Respondent,

PROOF OF SERVICE

I certify that I have served the Motion for Default Judgement to Judge G. D. Morgan Jr., Atty. Mitchell D. Appleby and Atty. David Lee Williford by depositing a copy of it with the UPS store Parcel Shipping to be delivered on Monday, October 30, 2023. Enclosed are the UPS tracking for all three notices.

December 7, 2023,

s/Alicia Ruffin

563 Duncan Station Drive

Duncan, South Carolina 29334

(864) 814-8350

Representing the Appellant/*jus personarum*

Other Counsel of Record:

David Williford

15 S. Main Street, Suite 602

Greenville, South Carolina 29601

(864) 400-5949

Office of Judge G. D. Morgan Jr.
305 E. North Street
Greenville, SC 29601
864-467-8407

Mitchell D. Appleby
Mooneyham Berry, LLC
1225 S. Church St.,
Greenville, SC 29605

SHIP DATE Sat 28 Oct 2023	ESTIMATED DELIVERY Tue 31 Oct 2023 <i>Not Guaranteed</i>	SHIPMENT INFORMATION USPS Ground Advantage: 1 package Total Declared Value: *Add'l DV Declined	DESCRIPTION OF GOODS DOC		
SENDER ALICIA RUFFIN 563 DUNCAN STATION DR Duncan, SC 29334 Tel: (864) 814-8350 INNOCENTLYAL@YAHOO.COM		RECIPIENT SC JUDICIAL BRANCH JUDE GRENVILLE D MORGAN JR 305 E NORTH ST STE 315 GREENVILLE, SC 29601-2120	PKG TRACKING NUMBER 1 94001112062093250241 26	PACKED C	DECL VAL) *Add'l DV Declined
			Packed By: S = Store C = Customer *Loss or damage protection limited.		

Parcel Shipping Order (PSO) Terms and Conditions: Page 2 of 2

THE UPS STORE #3193

SENDER

SHIPMENT TRACKING NUMBER

PACKAGES

9400111206209325024126

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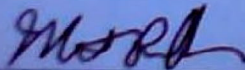
Filing a Claim under the Insurance Program. Claims not made within the prescribed time frame are waived and will not be paid. Damage claims must: (i) include reference to the Carrier's source document or pickup record number and date of shipment or copies of other documents sufficient to identify the parcel(s) involved, and the insured value of the affected goods; (ii) assert the liability of the Carrier for the alleged loss or damage and must be accompanied by the Carrier's written acceptance or denial of liability for the alleged loss or damage, which will include the amount of liability accepted, if applicable; (iii) make claim for payment of a specified or determinable amount of money; and (iv) be accompanied with a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property or extent of the damage to the property. Depending on the applicable Insurance Program policy, other or additional requirements may apply.

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.ups.com/capital>, and (vi) by so 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 <http://locations.theupsstore.com/privacy-notice>



Sat 28 Oct 2023

Parcel Shipping Order (PSO) Terms and Conditions: Page 1 of 2

THE UPS STORE #3193

SHIP DATE Mon 30 Oct 2023	ESTIMATED DELIVERY Wed 01 Nov 2023 <i>Not Guaranteed</i>	SHIPMENT INFORMATION USPS First Class Package Service: 1 pa Total Declared Value: *Add'l DV Declined	DESCRIPTION OF GOODS DOC		
SENDER ALICIA RUFFIN 563 DUNCAN STATION DR Duncan, SC 29334 Tel: (864) 814-8350 INNOCENTLYAL@YAHOO.COM		RECIPIENT HUFF POWELL AND BAILEY LLC DAVID LEE WILFRED 15 S MAIN ST STE 602 GREENVILLE, SC 29601-2708	PKG TRACKING NUMBER 1 94001112062093250936 27	PACKED C	DECL VAL *Add'l DV Declined
Packed By: S = Store C = Customer *Loss or damage protection limited.					

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SHIPMENT TRACKING NUMBER

PACKAGES

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Filing a Claim under the Insurance Program. Claims not made within the prescribed time frame are waived and will not be paid. Damage claims must: (i) include reference to the Carrier's source document or pickup record number and date of shipment or copies of other documents sufficient to identify the parcel(s) involved, and the insured value of the affected goods; (ii) assert the liability of the Carrier for the alleged loss or damage and must be accompanied by the Carrier's written acceptance or denial of liability for the alleged loss or damage, which will include the amount of liability accepted, if applicable; (iii) make claim for payment of a specified or determinable amount of money; and (iv) be accompanied with a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property or extent of the damage to the property. Depending on the applicable Insurance Program policy, other or additional requirements may apply.

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/ucp>, and (vi) by so 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://localize.theupsstore.com/privacy-notice>.

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Sat 28 Oct 2023

Parcel Shipping Order (PSO) Terms and Conditions: Page 2 of 2

THE UPS STORE #3193

SENDER	SHIPMENT TRACKING NUMBER	PACKAGES
	9400111206209325093627	1

Filing a Claim under the Insurance Program. Claims not made within the prescribed time frame are waived and will not be paid. Damage claims must: (i) include reference to the Carrier's name, document or pickup record number and date of shipment or copies of other documents sufficient to identify the parcel(s) involved, and the insured value of the affected goods; (ii) assert the liability of the Carrier to the alleged loss or damage and must be accompanied by the Carrier's written acceptance or denial of liability for the alleged loss or damage, which will include the amount of liability accepted, if applicable; (iii) make claim for payment of a specified or determinable amount of money; and (iv) be accompanied with a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property or extent of the damage to the property. Depending on the applicable insurance program policy, other or additional requirements may apply.

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

MJR

Sat 26 Oct 2023

SHIP DATE Mon 30 Oct 2023	ESTIMATED DELIVERY Wed 01 Nov 2023 <i>Not Guaranteed</i>	SHIPMENT INFORMATION USPS First Class Package Service: 1 ps Total Declared Value: *Add'l DV Declined	DESCRIPTION OF GOODS DOC		
SENDER ALICIA RUFFIN 563 DUNCAN STATION DR Duncan, SC 29334 Tel: (864) 814-8350 INNOCENTLYAL@YAHOO.COM		RECIPIENT MOONEYHAM BERRY LLC MITCHELL D APPLEBY 1225 S CHURCH ST GREENVILLE, SC 29605-3811	PKG TRACKING NUMBER 1 94001112062093250718 61	PACKED C	DECL VAL *Add'l DV Declined
			Packed By S = Store C = Customer *Loss or damage protection limited.		

SENDER

SHIPMENT TRACKING NUMBER

PACKAGES

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Filing a Claim under the Insurance Program. Claims not made within the prescribed time frame are waived and will not be paid. Damage claims must: (i) include reference to the Carrier's source document, a pickup record number and date of shipment or copies of other documents sufficient to identify the parcel(s) involved, and the insured value of the affected goods; (ii) assert the liability of the Carrier for the alleged loss or damage and must be accompanied by the Carrier's written acceptance or denial of liability for the alleged loss or damage, which will include the amount of liability accepted, if applicable; (iii) make claim for payment of a specified or determinable amount of money; and (iv) be accompanied with a copy of the original invoice or, if no invoice was issued, other proof, certified or in writing, as to the actual cost or replacement cost of the property or extent of the damage to the property. Depending on the applicable Insurance Program policy, other or additional requirements may apply.

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This PNO 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.ups.com/claims>; and (vi) by signing, the PNO 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).

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MS

Sat 28 Oct 2023